

Public Safety Report System API Integration Grant Terms

By signing these Terms and submitting an application for the Public Safety Report System API Integration grant (“Grant”) to the Texas Office of Court Administration (“OCA”), the undersigned (“Applicant”) agrees to the following:

Applicant will observe all applicable requirements of the Texas Grant Management Standards developed under Texas Government Code Chapter 783, published by the Texas Comptroller of Public Accounts and available at <https://comptroller.texas.gov/purchasing/grant-management/>;

Applicant will complete OCA-provided financial forms after award before requesting reimbursement;

Applicant understands that a violation of any term may result in OCA placing a temporary hold on funds, permanently de-obligating all or part of the grant award, requiring reimbursement for grant funds already spent, or barring Applicant from receiving future awards;

Applicant will promptly report to OCA any deviations from the approved budget or difficulties in achieving Grant objectives and request prior approval for budgetary changes; and

Applicant acknowledges grant funding under this program expires August 31, 2029. Reimbursable expenses and reimbursement requests must be submitted by June 30, 2029. Applicants must communicate to OCA before the deadline any requests for extensions.

Applicant understands that funds distributed by OCA under the Grant shall only reimburse actual, allowable expenses, agrees not to request advance payments or submit reimbursement for or apply funding toward unallowable expenses, and that disbursement of funds is subject to the availability of funds, and accepting an awarded Grant binds Applicant by the terms in this document and the Public Safety Report System API Integration Request for Grant Applications.

Statutorily Required Terms

Applicant represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: “Under Section 231.006 of the Family Code, the vendor

or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application”;

Applicant represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders;

Applicant represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database;

If Applicant has access to any state computer system or database, Applicant shall complete cybersecurity training and verify completion of the training program to OCA pursuant to and in accordance with Section 2054.5192 of the Government Code;

Applicant certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration;

Applicant agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas;

Applicant represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations;

The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties (i.e., Applicant and OCA) to resolve any dispute arising under the agreement;

Applicant certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control;

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Applicant certifies that it is not (1) the executive head of OCA, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of OCA, or (3) a person who employs a current or former executive head of OCA;

Applicant certifies that it has not received a final judicial determination finding it adopted a rule, order, ordinance, or policy under which it enforces, or allows the enforcement of, a federal statute, order, rule, or regulation that purports to regulate a firearm suppressor in violation of Texas Government Code §2.102(a) in an action brought by the Attorney General under Texas Government Code §2.104. If Applicant is currently being sued under Texas Government Code §2.104 or is sued under this section at any point during the duration of this grant, Applicant agrees to immediately disclose the lawsuit and its posture to OCA;

Applicant understands that all obligations of OCA under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to OCA if such funds are not appropriated or become unavailable;

APPLICANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND OCA, AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF APPLICANT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY APPLICANT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND APPLICANT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. APPLICANT AND OCA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM;

If Applicant is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Applicant represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules;

Applicant represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Applicant's governing body, authorizing the filing of the Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Applicant to act in connection with the Application and to provide such additional information as may be required;

Applicant acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following: Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees; Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and Sections 2113.012 and 2113.101 of the Texas Government Code;

Applicant represents and warrants that OCA's payments to Applicant and Applicant's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures;

Applicant represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Applicant represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Applicant shall promptly notify OCA;

The Parties (i.e., Applicant and OCA) expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by OCA or the State of Texas of any immunities from suit or from liability that OCA or the State of Texas may have by operation of law;

Applicant represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law;

Applicant represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity that performs political polling;

Applicant certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code §364.003. If Applicant is currently being sued under the provisions of Local Government Code §364.003, or is sued under this section at any point during the duration of this grant, Applicant must immediately disclose the lawsuit and its current posture to OCA;

Applicant understands that OCA will comply Rule 12, Public Access to Judicial Records, of the Rules of Judicial Administration as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Rule 12. In accordance with Section 2252.907 of the Texas Government Code, Applicant is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State;

Applicant represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports;

Applicant shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Applicant for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. OCA reserves the right to direct an Applicant to retain documents for a longer period of time or transfer certain records to OCA custody when it is determined the records possess longer term retention value. Applicant must include the substance of this clause in all subawards and subcontracts;

For the time period specified in Section 441.1855 of the Texas Government Code, Applicant shall maintain and retain all records relating to the performance of the contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. Applicant must include the substance of this clause in all subcontracts;

Applicant represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office;

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit; and

Applicant represents and warrant that it will monitor the activities of a subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.

Affirmed with authority to sign on behalf of Applicant:

Name: _____

Organization: _____

Date: _____

In lieu of signature, approval by a governing body may be provided by attaching meeting minutes or similar documentation.