

INTERLOCAL COOPERATION CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS AND WEBB COUNTY

OAG Contract Number C-02962

1 INTRODUCTION

1.1 Parties

This Interlocal Cooperation Contract (the "Contract") is entered into by and between the Office of the Attorney General of Texas (the "OAG") and Webb County (the "County") in compliance with the provisions of Texas Government Code Chapter 791 and Texas Family Code §231.002. In this Contract, the OAG and the County are referred to individually as a "Party" or collectively as the "Parties".

1.2 Purpose and Statement of Services

In support of the OAG's duties as a Title IV-D agency, the County agrees to create and maintain a dedicated internet connection to provide authorized OAG personnel access to the County District Clerk case management and imaging system ("County Systems").

The OAG will identify OAG personnel with a business need to access County Systems ("Authorized Users"). OAG personnel not identified as Authorized Users are not allowed to access County Systems. Authorized Users will ensure that any County System access information (e.g. User IDs, passwords) is kept secure, in accordance with the OAG's policy regarding system access and safeguarding passwords. The OAG agrees to comply with all OAG policies and applicable laws regarding the confidentiality of information it receives from the County.

2 TERM

This Contract is effective on October 1, 2026 and shall terminate on September 30, 2031, unless terminated earlier as provided herein.

3 INVOICING AND PAYMENT INFORMATION

3.1 Payment Structure

The OAG shall reimburse the County an annual service fee for the creation and maintenance of a dedicated internet connection from the OAG to Webb County. The annual service fee is due in October of each County fiscal year the Contract is in effect. The County fiscal year is from October through September.

The annual service fee shall be Three Thousand One Hundred and Twenty Dollars (\$3,120) per County fiscal year.

3.2 Invoicing

The OAG shall process a properly prepared invoice for payment in accordance with the State procedures for issuing State payments.

3.2.1 Submitting Invoices

Submit invoices to the OAG Accounting Division at:

Accounts Payable Section
Office of the Attorney General
Accounting Division, Mail Code 003
P.O. Box 12548
Austin, TX 78711-2548
invoices@oag.texas.gov

3.2.2 Required Information for Invoice

Each invoice must include the following information:

- Contract Number
- Purchase Order Number
- County's:
 - Name
 - Tax Identification Number
 - Address
 - Contact Phone Number
 - Description of services provided

3.2.3 Invoice Schedule

The County will submit invoices in October of each fiscal year for approved services rendered during the previous fiscal year.

3.2.4 Invoice Review

The OAG will review each invoice for Contract compliance and completeness. If the OAG determines that an invoice is not acceptable under the provisions of the Contract or is otherwise incomplete, the County will correct any deficiencies before the OAG will process the invoice for payment.

The County will provide additional information and/or documentation as the OAG may reasonably require. The County will respond to an OAG request for additional information and/or documentation to support payment within five (5) calendar days of receipt.

4 FINANCIAL MATTERS

4.1 Maximum Liability of the OAG

Notwithstanding any other provision of this Contract, the maximum liability of the OAG for reimbursable expenses under the terms of this Contract is Fifteen Thousand Six Hundred Dollars (\$15,600).

4.2 Audit and Investigation

The County understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. The County further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested.

4.3 Legislative Appropriations

All obligations of the OAG are subject to the availability of legislative appropriations and, for federally funded procurements, to the availability of federal funds applicable to this Contract and is contingent upon the continued availability of funds for the Child Support Enforcement Strategy and the State Disbursement Unit Strategy. The Parties agree that if future levels of funding are not sufficient to continue operations without any operational reductions, the OAG, in its discretion, may terminate this Contract. In the event of such termination, the OAG will not be considered to be in default or breach under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. In the event of such a termination, the County shall cease all work immediately upon the effective date of termination. The OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has performed as of the effective date of termination.

4.4 Provision of Funding by the United States

It is expressly understood that any and all of the OAG's obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the United States Department of Health and Human Services providing for the statewide program of child support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein. In the event that such approval of the state plan or the

availability of Federal Financial Participation should lapse or otherwise terminate, the OAG shall promptly notify the County of such fact in writing.

5 CONTRACT MANAGEMENT

5.1 Controlled Correspondence

- 5.1.1 In order to track and document requests for decisions and/or information pertaining to the Contract and the subsequent response to those requests, the OAG and the County will use Controlled Correspondence. The OAG will manage the Controlled Correspondence for the Contract using an online portal. The portal will automatically assign tracking numbers, notify the appropriate Party of pending correspondence, and store the relevant documents. The OAG Contract Manager will grant access to the portal and provide training to the County's Contract Manager.
- 5.1.2 Controlled Correspondence will not be used to change pricing or alter the terms of the Contract. Controlled Correspondence will not be the basis of a claim for equitable adjustment of pricing. Any modifications to the pricing or terms of the Contract must be made through a Contract amendment. However, the Controlled Correspondence process may be used to document refinements and interpretations of the provisions of the Contract and to document the cost impacts of proposed changes.
- 5.1.3 Any communication not created in accordance with this Controlled Correspondence process will not be binding upon the Parties and will be of no effect.

5.2 Written Notices Delivery

Any notice required or permitted to be given under this Contract by one Party to the other Party, excluding Controlled Correspondence and other routine communications, shall be in writing and shall be addressed to the receiving Party at the address hereinafter specified. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving Party at the address hereinafter specified.

- 5.2.1 The address of the County for all purposes under this Contract and for all notices hereunder shall be:

Rafael Pena (or successor in office)
I.T. Director
Webb County
1110 Washington Street, Ste. 304
Laredo, TX 78040

- 5.2.2 The address of the OAG for all purposes under this Contract and for all notices hereunder shall be:

Ruth Anne Thornton (or successor in office)
Director of Child Support (IV-D Director)
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

with copies to (registered or certified mail with return receipt is not required for copies):

Clayton D. Richter (or successor in office)
Transactional Attorney Manager,
Legal Services
Office of the Attorney General
PO Box 12017 (Mail Code 044)
Austin, TX 78711-2017

5.3 Contract Managers

5.3.1 The OAG Contract Manager

Nelle Coleman (or successor in office)
CSD-Government Contracts
Office of the Attorney General
PO Box 12017 (Mail Code 044)
Austin, TX 78711-2017
Nelle.Coleman@oag.texas.gov

Any changes to this assignment shall be documented by Controlled Correspondence. The OAG Contract Manager has the authority to:

- Sign Controlled Correspondence
- Serve as the day-to-day point of contact
- Coordinate quality control reviews
- Approve invoices
- Coordinate meetings with the County
- Investigate complaints

The OAG Contract Manager shall have no authority to agree to any:

- Contract amendment
- Pricing Change

5.3.2 The County Contract Manager

Rafael Pena (or successor in office)
I.T. Director
Webb County
1110 Washington Street, Ste. 304
Laredo, TX 78040
(956) 523-4069

Any changes to this assignment shall be documented by Controlled Correspondence. The County Contract Manager has the authority to:

- Make decisions regarding the deliverables required by this Contract
- Sign Controlled Correspondence
- Serve as the day-to-day point of contact
- Coordinate quality control reviews
- Coordinate meetings with the OAG
- Investigate complaints

5.4 No Assignment by the County

The County will not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the OAG.

5.5 Subcontracting Approval Required

It is contemplated by the Parties hereto that the County shall conduct the performances provided by this Contract substantially with its own resources and through the services of its own staff. In the event that the County should determine that it is necessary or expedient to subcontract for any of the performances specified herein, the County shall subcontract for such performances only after the County has transmitted to the OAG-CSD a true copy of the subcontract the County proposes to execute with a subcontractor and has obtained the OAG-CSD's written approval for subcontracting the subject performances in advance of executing a subcontract. The County, in subcontracting for any performances specified herein, expressly understands and acknowledges that in entering into such subcontract(s), the OAG-CSD is in no manner liable to any subcontractor(s) of the County. In no event shall this provision relieve the County of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all terms of this Contract.

5.6 Cooperation with the OAG

The County must ensure that it cooperates with the OAG and other state or federal administrative agencies, at no charge to the OAG, for purposes relating to the administration of the Contract. The County agrees to reasonably cooperate with and work with the OAG's vendors, subcontractors, and third-party representatives as requested by the OAG.

5.7 Reporting Fraud, Waste or Abuse

5.7.1 The Contractor must report any suspected incident of fraud, waste or abuse associated with the performance of the Contract to any one of the following listed entities:

- The OAG Contract Manager
- The Division Chief of Contract Operations, Child Support Division
- The Director for Child Support, IV-D Director
- The OAG Ethics Advisor
- The OAG's Fraud, Waste and Abuse Prevention Program ("FWAPP") Hotline (800-252-8011) or the FWAPP email box (FWAPP@oag.texas.gov)
- The State Auditor's Office hotline for fraud (1-800-892-8348)

5.7.2 The report of suspected misconduct will include (if known):

- The specific suspected misconduct
- The names of the individual(s)/entity(ies) involved
- The date(s)/location(s) of the alleged activity(ies)
- The names and all available contact information (phone numbers, addresses) of possible witnesses or other individuals who may have relevant information
- Any documents which tend to support the allegations

5.7.3 The words fraud, waste, or abuse as used in this section, have the following meanings:

- Fraud is the use of one's position for obtaining personal benefit (including benefit for family/friends) through the deliberate misuse or misapplication of resources or assets.
- Waste is the extravagant, careless, or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.
- Abuse is the misuse of one's position, title, or authority to obtain a personal benefit (including benefit for family/friends) or to attempt to damage someone else.

5.8 Dispute Resolution Process for Claim of Breach of Contract

The dispute resolution process provided for in Chapter 2260 of the Government Code will be used, as further described herein, by the OAG and the County to attempt to resolve any claim for breach of Contract made by the County.

A claim for breach of Contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, the County shall submit written notice, as required by Subchapter B, to the Deputy Attorney General for Child Support, Office of the Attorney General, PO Box 12017 (Mail Code 033) Austin, TX 78711-2017. The notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the Parties otherwise entitled to notice. Compliance with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.

The contested case process provided in Chapter 2260, Subchapter C, of the Government Code is the sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the OAG if the Parties are unable to resolve their disputes under the negotiation process.

Compliance with the contested case process is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by the OAG nor any other conduct of any representative of the OAG relating to the Contract shall be considered a waiver of sovereign immunity to suit.

The submission, processing and resolution of a claim for breach of contract is governed by the published rules adopted by the OAG pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the County, in whole or in part.

6 AMENDMENT

This Contract shall not be amended or modified except by written amendment executed by duly authorized representatives of both Parties.

7 TERMINATION OF THE CONTRACT

7.1 Convenience of the State

The OAG reserves the right to terminate the Contract at any time, in whole or in part, without penalty, by providing thirty (30) calendar days advance written notice, if the OAG determines that such termination is in its best interest. In the event of such a termination, the County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. The OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the Contract requirements, prior to the effective date of termination. The OAG shall have no other liability including no liability for any costs associated with the termination.

7.2 Cause/Default

If the County fails to provide the agreed services according to the provisions of this Contract or fails to comply with any of the terms or conditions of this Contract, the OAG may, upon notice of default to the County, immediately terminate all or any part of this Contract.

7.3 Change in Federal or State Requirements

If Federal or State laws or regulations or other Federal or State requirements are amended or judicially interpreted so that either Party cannot reasonably fulfill this Contract and if the Parties cannot agree to an amendment that would enable substantial continuation of the Contract, the Parties shall be discharged from any further obligations under this Contract.

7.4 Rights Upon Termination or Expiration of Contract

In the event that the Contract is terminated for any reason, or upon its expiration, the OAG shall retain ownership of all associated work products and documentation with any order that results from or is associated with this Contract in whatever form that they exist.

7.5 Survival of Terms

Termination of the Contract for any reason shall not release either Party from any liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination.

8 TERMS AND CONDITIONS

8.1 Federal Terms and Conditions

8.1.1 Equal Employment Opportunity

The County agrees to comply with all applicable duly-enacted state and federal laws governing equal employment opportunities. The County shall ensure that all subcontracts comply with the above-referenced provisions.

8.1.2 Certification Regarding Debarment, Suspension, Ineligibility, and Exclusion from Participation in Contracts

The County certifies by entering into the Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in this transaction by any federal department or agency. The certification requirement of this provision shall be included in all subcontracts.

8.1.3 Records Retention and Inspection

The County shall retain all financial records, supporting documents, statistical records, and any other records, documents, papers, or books (collectively referred to as records) relating to the performances called for in this Contract. The County shall retain all such records for a period of seven (7) years after the expiration of the term of this Contract, or until the OAG or the United States are satisfied that all audit, claim, negotiation, and litigation matters are resolved, whichever period is longer. The County shall grant access to all such records to the OAG, the State Auditor of Texas, the United States Department of Health and Human Services, and the Comptroller General of the United States (or any of their duly authorized representatives) for the purposes of inspecting, auditing, or copying such records. The requirements of this provision shall be included in all sub-agreements/subcontracts.

8.1.4 Environmental Protection

The County shall be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)) Section 508 of the Clean Water Act (33 USC 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The requirements of this provision shall be included in all subcontracts that exceed \$150,000.

8.1.5 Certain Disclosures Concerning Lobbying

The County shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Act of 1989, also known as the Byrd Anti-Lobbying Amendment (31 U.S. Code 1352), and the regulations of the United States Department of Health and Human Services promulgated pursuant to said law and shall make all disclosures and certifications as required by law. The County must sign and return the Certification Regarding Lobbying (Attachment X), attached hereto and incorporated herein). This certification certifies that the County will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant, or any other award covered by 31 U.S.C. 1352. It also certifies that the County will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by completing and submitting Standard Form LLL, Disclosure of Lobbying Activities. The requirements of this provision shall be included in all subcontracts exceeding \$100,000.

8.2 General Responsibilities

8.2.1 Independent Contractor

The Contract shall not render the County an employee, officer, or agent of the OAG-CSD for any purpose. The County is and shall remain an independent contractor in relationship to the OAG-CSD. The OAG-CSD shall not be responsible for withholding taxes from payments made under the Contract. The County shall have no claim against the OAG-CSD for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

8.2.2 No Implied Authority

Any authority delegated to the County by the OAG-CSD is limited to the terms of this Contract. The County shall not rely upon implied authority and specifically is not delegated authority under this Contract to:

- Make public policy
- Promulgate, amend, or disregard the OAG-CSD Child Support program policy
- Unilaterally communicate or negotiate on behalf of the OAG-CSD with any member of the U.S. Congress or any member of their staff, any member of the Texas Legislature or any member of their staff, or any federal or state agency. However, the Contractor is required to cooperate fully with the OAG-CSD in communications and negotiations with federal and state agencies, as directed by the OAG-CSD.

8.2.3 News Releases or Pronouncements

The Parties do not endorse any vendor, commodity, or service. No news releases pertaining to this Contract shall be made without prior written approval of the OAG.

8.2.4 Requests for Confidential or Public Information

8.2.4.1 The County and the County's Agents expressly do not have any actual or implied authority to determine whether any OAG Data are public or exempted from disclosure. Texas Government Code Chapter 552 defines the exclusive mechanism for determining whether OAG Data are subject to public disclosure. The County is not authorized to respond to public information requests on behalf of the OAG.

8.2.4.2 The County will direct all requestors for information to the Public Information Coordinator's office. The requestor must deliver requests for public information by one of the following methods:

- By mail specifically addressed to
Office of the Attorney General
Public Information Coordinator's Office – Mail Code 070
P.O. Box 12039
Austin, TX 78711
- By e-mail to publicrecords@oag.texas.gov
- By facsimile to (512) 494-8017
- By hand delivery during normal business hours to the Public Information Coordinator's Office at 209 W. 14th Street, Austin, Texas 78701

8.2.5 By electronic submission through the OAG's Public Information Request Center at publicrecords@oag.texas.gov

8.3 Special Terms and Conditions

8.3.1 Date Standard

Four-digit year elements will be used for the purposes of electronic data interchange in any recorded form. The year shall encompass a two (2) digit century that precedes, and is contiguous with, a two (2) digit year of century (e.g., 1999, 2000, etc.). Applications that require day and month information will be coded in the following format: CCYYMMDD. Additional representations for week, hour, minute, and second, if required, will comply with the international standards ISO 8601-1: 2019 "Date and time-Representations for information interchange-Part 1: Basic rules" and ISO 8601-2:2019 "Date and time-Representations for information interchange-Part 2: Extensions".

8.3.2 Right of Removal

The OAG-CSD expects all services under the Contract to be competently and professionally performed. The County and the County's subcontractor, personnel, and agents shall comply with all OAG policy, procedures, and requirements relating to standards of conduct and shall be courteous and professional in all communications during their performance of the requirements of the Contract. Any actions deemed incompetent or unprofessional must be remedied to the satisfaction of the OAG-CSD Contract Manager. The OAG-CSD reserves the right, in its sole discretion, to require the immediate removal from the performance of services under the Contract and replacement of any County and County's subcontractor, personnel, and agents deemed by the OAG-CSD to be discourteous, unprofessional, incompetent, careless, unsuitable, or otherwise objectionable. Any replacement personnel assigned by the County to perform services under the Contract must have qualifications for the assigned position that equal or exceed those of the person being replaced.

8.3.3 Non-Waiver of Rights

Failure of a Party to require performance by another Party under this Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under this Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of this Contract will not be construed as a waiver of any continuing or succeeding breach. Should any provision of this Contract be invalid or unenforceable, the remainder of the provisions will remain in effect.

8.3.4 No Waiver of Sovereign Immunity

THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY THE OAG OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE OAG OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

8.3.5 Severability

If any provision of this Contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the Contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

8.3.6 Headings

The headings for each section of this document are stated for convenience only and are not to be construed as limiting.

8.3.7 Applicable Law and Venue

The County agrees that the Contract in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. The County also agrees that the exclusive venue and jurisdiction of any properly allowed legal action or suit concerning the Contract or in any way relating to this Contract shall be commenced in a court of competent jurisdiction in Travis County, Texas. The County hereby waives and agrees not to assert: (a) that the County is not personally subject to the jurisdiction of a court of competent jurisdiction in Travis County, Texas, (b) that the suit, action, or proceeding is brought in an inconvenient forum, (c) that the venue of the suit, action, or proceeding is improper, or (d) any other challenge to jurisdiction or venue. The County further agrees that all payments shall be due and payable in Travis County, Texas.

8.3.8 Entire Contract

This document represents the entire agreement between the Parties. No prior agreement or understanding, oral or otherwise, of the Parties or their agents will be valid or enforceable unless embodied in this document.

THIS CONTRACT IS HEREBY ACCEPTED.

OFFICE OF THE ATTORNEY GENERAL

WEBB COUNTY

Ruth Anne Thornton (or successor)
Director of Child Support
(IV-D Director)

The Honorable Tano E. Tijerina
County Judge, Webb County

Signature Date

Signature Date

The Honorable Margie Ramirez Ibarra
County Clerk, Webb County

Signature Date