

**Equipment Transfer Memorandum of Agreement Between
Capital Area Council of Governments
Sub-Recipient
and
Burnet County Office of Emergency Management
Receiving Jurisdiction/Agency**

Purpose

This Memorandum of Understanding (MOU) sets forth the terms, conditions and understanding between the Capital Area Council of Governments (CAPCOG) and the Burnet County Office of Emergency Management (COUNTY) in regard to transferring and receiving equipment purchased with State and/or Federal grant funds.

Duration

This MOU shall become effective upon signature by the authorized officials from each party and may be modified, and/or terminated, upon mutual consent of both authorized officials.

Certification

This is to certify that the equipment being transferred was acquired by the expenditure of grant funds awarded to the Sub-recipient.

COUNTY certifies that they have received a copy of the Grantee Conditions and Responsibilities Memo (Attachment A) and have knowledge of, and are in compliance with the laws, rules and regulations of the grant, including compliance with all state and federal grant eligibility requirements.

COUNTY further certifies that they have received a copy of CAPCOG's Grant Award (Attachment B) and agrees to be bound by all the contract covenants and exhibits to the award and any modifications or amendments to that award. CAPCOG certifies that all Grant Award documents and amendments are included in Attachment B.

CAPCOG and COUNTY further certify that they are duly authorized and empowered by their governing body to enter into this agreement.

Equipment being transferred:

Item Description	Microsoft Bluetooth Keyboard/Mouse	Microsoft Surface Hub Pen	Ethernet Cable	HDMI Cable	Mouse Holder
Serial Number/VIN	003976300403 703503302122	004309594256	N/A	N/A	N/A
Model Number	1898 1929	1865	N/A	N/A	N/A
Acquisition Date	8/27/2020	8/27/2020	8/27/2020	8/27/2020	8/27/2020
Unit Cost/Fair Market Value	\$57.49	\$149.99	\$14.69	\$16.99	\$13.99
% of Cost Federally Funded	100%	100%	100%	100%	100%
Grant Year/Program	2019	2019	2019	2019	2019
FAIN	EMW-2019-SS- 00034-S01	EMW-2019-SS- 00034-S01	EMW- 2019-SS- 00034-S01	EMW-2019- SS-00034- S01	EMW-2019- SS-00034-S01

eGrants Grant Number	3757801	3757801	3757801	3757801	3757801

CAPCOG agrees to:

- Notify receiving COUNTY of any known modifications to applicable award requirements within 15 business days of receipt.
- Provide periodic exercises

COUNTY agrees to:

- Treat any applicable award modifications from the Office of the Governor to be automatically part of this agreement.
- Maintain compliance with the requirements of federal and state granting agencies;
- Maintain all aspects of the asset including property records, physical inventory, control system, maintenance procedures, records retention, disposition, and comply with all grant requirements;
- Make available to federal and state granting agencies or the Texas State Auditor's Office, or designees of these agencies, any equipment items and related records upon request;
- Ensure that the Director of Homeland Security for CAPCOG is notified in writing before pass-through equipment disposed of by COUNTY in accordance with 2 CFR 200.313 (e) and the Uniform Grant Management System (UGMS), Subpart C, Section_.32 (e) Disposition;
- Ensure the equipment is maintained in good working order;
- Ensure a physical inventory is conducted every 2 years;
- Ensure the equipment is used only as allowable under the grant; and
- Ensure any deployable equipment will be made available during an event requiring a regional, statewide, or national response.

The following attachments are incorporated into this MOU:

ATTACHMENT A – Grantee Conditions and Responsibilities Memo

ATTACHMENT B – Statement of Grant Award

When signed this document shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

Certified & Agreed by:

Capital Area Council of Governments

Name of Sub-Recipient

6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744

Street/Mailing Address, City, County, Zip

Printed Name and Title

Signature

Date

Certified & Agreed by:

Burnet County Office of Emergency Management

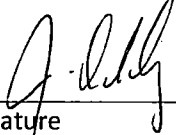
Name of Receiving Jurisdiction/Agency

607 N. Vandever St., South Wing, Room 13, Burnet, TX 78611

Street/Mailing Address, City, County, Zip

Jim Barho, Emergency Management Coordinator

Printed Name and Title



Signature

11.24.2020

Date

10/29/2020
Date of Transfer: _____

Sub-Recipient Signature

Receiving Jurisdiction Signature

Printed Name and Title

Printed Name and Title

ATTACHMENT A

GRANTEE CONDITIONS AND RESPONSIBILITIES MEMO

Due to the COVID-19 pandemic CAPCOG's planned training and workshops had to be canceled due to social distancing policies. These events seriously impacted CAPCOG's ability to train and prepare, and left unspent grant funds dedicated for these purposes.

After consultation with the Office of the Governor (OOG) a redirection of the funds to purchase video communications equipment to facilitate remote training was determined to be an effective option. The funds used to purchase these tools were allocated to CAPCOG via the Homeland Security Grant Program, specifically through the Planning, Training and Exercise and Recovery and Resiliency grants. These new tools will allow for a consistent training environment and double as Regional EOC Video Conferencing System.

1. The video communication equipment purchased and transferred to County must be used specifically for the designated purpose(s) of the sustainment and continued development of training and exercises to enhance the proficiency of regional Teams, Incident Management Teams and special training related to preventing, preparing for, protecting against, or responding to acts of terrorism in accordance with the grant source, the Homeland Security Grant Program.
2. County also agrees to use these tools as a method of communication between regional emergency operation centers to assist in meeting, planning, training, exercising and mutual aid among all the jurisdictions within the region.
3. County agrees to remain compliant with the National Incident Management System, have an emergency management plan on file with the Texas Department of Emergency Management and must make available to the OOG, or any of its designees, any equipment items and related records upon request.
4. County is responsible for all aspects of the asset including property records, physical inventory, control system, maintenance procedures, disposition, and complying with all grant requirements as noted in the MOU.
5. County agrees to the equipment management requirements listed in the 2 CFR 200.313(d) which include:
 - a) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN/SAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - b) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - c) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	3757801	Award Amount:	\$35,750.00
Date Awarded:	10/10/2019	Grantee Cash Match:	\$0.00
Grant Period:	09/01/2019 - 08/31/2020	Grantee In Kind Match:	\$0.00
Liquidation Date:	11/29/2020	Total Project Cost:	\$35,750.00
Program Fund:	HS-Homeland Security Grant Program (HSGP)		
Grantee Name:	Capital Area Council of Governments		
Project Title:	PEAC Analysis and Modeling		
Grant Manager:	Dorothy Caston		
DUNS Number:	091784053		

CFDA: 97.067 - Homeland Security Grant Program (HSGP)

Federal Awarding Agency: U.S. Department of Homeland Security, Federal Emergency Management Agency

Federal Award Date: 8/28/2019

Federal/State Award ID Number: EMW-2019-SS-00034-S01

Total Federal Award/State Funds: \$98,436,639.00

Appropriated:

Pass Thru Entity Name: Texas Office of the Governor – Homeland Security Grants Division (HSGD)

Is the Award R&D: No

Federal/State: The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic

Award**Description:**

events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

- d) Adequate maintenance procedures must be developed to keep the property in good condition.
 - e) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
6. In addition, County agrees to abide by the Statement of Grant Award and all terms, conditions, provisions and obligations set forth in that document.

Attachment A to MOU XYX