



**DIVISION OF EMERGENCY MANAGEMENT**  
Office of the Governor

**RICK PERRY**  
Governor

**STEVEN McCRAW**  
Director  
Office of Homeland Security

Mailing Address:  
PO Box 4087  
Austin, Texas 78773-0220

Contact Numbers:  
512-424-2138 Duty Hours  
512-424-2277 Non-Duty Hours  
512-424-2444 Fax

Physical Address:  
5805 N. Lamar Blvd.  
Austin, Texas 78752

**JACK COLLEY**  
Chief

August 25, 2008

Sheriff Guadalupe "Lupe" Trevino  
Hidalgo County Sheriff's Office  
P.O. Box 1228  
Edinburg, TX 78540

Dear Sheriff Trevino:

We are pleased to inform you that the application for a Border Security Equipment and Technology (BSET) Grant submitted by the Hidalgo County Sheriff's Office has been approved in the amount of \$363,000.00 for the procurement of Surveillance Camera Platforms and License Plate Readers.

In accordance with the Grant Guidance, procurement and the expenditure of your awarded grant funds must be completed no later than August 31, 2009. Given the statutory deadline for this program, no extension can be granted.

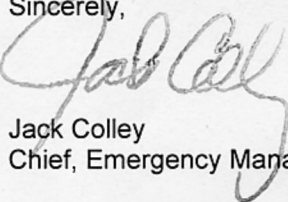
In order to accept this grant award, the Authorized Official must sign and return to the Governor's Division of Emergency Management (GDEM) BSET Grant Project Manager, the attached Notice of Grant Award within 45 days of receipt.

The BSET Grant is designed to be a "reimbursement" type grant. However, if financial hardship exists, a grantee may request an advance of grant funds for expenditures incurred under this program. Requests must be made in writing by the Authorized Official and submitted to the GDEM BSET Grant Project Manager. See Appendix B of the BSET Grant Guidance and Application Kit for an example of a Hardship Letter. The Request for Advance or Reimbursement Form which is also attached must accompany all requests for advance grant funding.

Lastly, grant award recipients are reminded to review the procurement standards, reporting requirements, and the equipment title, use, management, and disposition provisions identified in the BSET Grant Guidance and Application Kit package previously sent with the original grant program announcement.

Please contact my BSET Grant Project Manager, Gisela Ryan-Bunger at 512-424-2271 or by email at [gisela.ryan-bunger@txdps.state.tx.us](mailto:gisela.ryan-bunger@txdps.state.tx.us) should you have any questions.

Sincerely,

  
Jack Colley  
Chief, Emergency Management Division

2 Attachments  
as

## BUDGET FORM

1. Applicant Name:	HIDALGO COUNTY SHERIFF'S OFFICE			
2. Name of Grant Program:	Border Security Equipment and Technology (BSET)			
3. Grant Period:	From:	5/1/2008	To:	8/31/09
<b>4. ENTER the Amount of State Funds Requested:</b>				
				\$496,000.00
<b>5. BUDGET DETAIL</b>				
<b>SALARIES &amp; BENEFITS</b>	Cost per Unit	Quantity	Extension	Total
				\$0.00
<b>TRAVEL &amp; TRAINING EXPENSES</b>	Cost per Unit	Quantity	Extension	Total
	\$		\$	\$
<b>EQUIPMENT &amp; TECHNOLOGY</b>	Cost per Unit	Quantity	Extension	Total
Land Portable radios	\$2000.00	10	\$20,000.00	\$496,000.00
radio interoperability-dispatch based	\$10,000.00	1	\$10,000.00	
Surveillance camera platforms	\$120,000.00	2	\$240,000.00 ✓	
Radars	\$3000.00	10	\$30,000.00	
Panasonic Toughbook 19, w/modem and car mount accessories, to include installation cost	\$7300.00	10	\$73,000.00	
license plate reader-car mounted with mounting accessories, to include installation cost	\$12,300.00	10	\$123,000.00 ✓	
<b>OPERATING EXPENSES</b>	Cost per Unit	Quantity	Extension	Total
				\$0.00
<b>6. BUDGET SUMMARY</b>				
<b>BUDGET CATEGORIES</b>				<b>TOTAL</b>
a.	SALARIES & BENEFITS			\$0.00
b.	TRAVEL & TRAINING EXPENSES			\$
c.	EQUIPMENT & TECHNOLOGY			\$496,000.00
d.	OPERATING EXPENSES			\$0.00
<b>7.</b>	<b>TOTAL FUNDS REQUESTED</b>			<b>\$496,000.00</b>

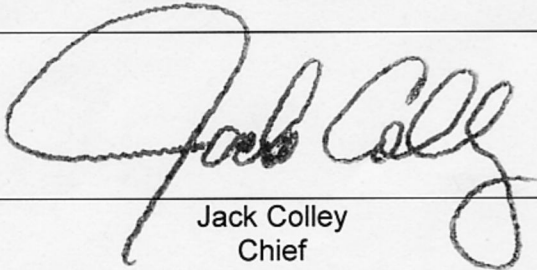
## **INSTRUCTIONS FOR BUDGET FORM B-4**

1. Applicant Name: Enter the legal name of the grant applicant as it appears on the APPLICATION form, line 1.
2. Name of Grant Program: (name is entered for you.)
3. Grant Period: (dates are entered for you.)
4. Enter the Amount of State Funds requested in this grant application.
5. Budget Detail: This is a breakdown of your estimated costs by category and quantity. In the first column, enter a description or item name; in the second column, enter the cost per unit; in the "Quantity" column, enter to total number of items to be purchased of that item, in the "Extension" column, enter the product of "Cost per Unit" times "Quantity" for that line item. Enter the total cost per category in the "Total" column.
6. Budget Summary: Copy the "Total" amounts from each category in the Budget Detail to the corresponding category in the Budget Summary.
7. Enter the sum of lines 6a through 6d. This amount should be the same as line 4.

# NOTICE OF GRANT AWARD

## GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT

<b>Program Title:</b>	Border Security Equipment and Technology (BSET) Program
<b>Funding Instrument:</b>	General Appropriations Act, Article IX, Section 19.69c, 80 <sup>th</sup> Legislature
<b>Administered by:</b>	Governor's Division of Emergency Management Texas Department of Public Safety P.O. Box 4087 Austin, Texas 78773-0220
<b>GDEM Grant Number:</b>	BSET-08-003
<b>Recipient:</b>	Hidalgo County Sheriff's Office, Hidalgo County
<b>Amount of Grant:</b>	\$363,000.00
<b>Period of Grant:</b>	1 May 2008 - 31 August 2009

<b>AGENCY APPROVAL</b>	<b>GRANT ACCEPTANCE</b>
	
Jack Colley Chief	Authorized Official Printed Name: Title:
Date: 8-28-08	Date:
DUE DATE: 13 October 2008  Signed award must be returned to GDEM on or before the above due date.	Enter Employer Identification Number (EIN)/Federal Texas Identification Number:



**Return Signed Original to:**

Governor's Division of Emergency Management  
Texas Department of Public Safety  
Attention: Gisela Ryan-Bunger, Operations Section  
P.O. Box 4087  
Austin, Texas 78773-0220

## GENERAL TERMS AND CONDITIONS

### 1. AWARD ACCEPTANCE

The **Notice of Grant Award** is only an offer until the grantee returns the signed copy of the *Notice of Grant Award* by the dated provided in the transmittal letter.

### 2. GOVERNING LAW

This grant program is subject to the laws and jurisdiction of the State of Texas and shall be construed and interpreted accordingly. This award is subject to the program guidance contained in Border Security Equipment and Technology (BSET) Grant Guidance and Application Kit issued by the Governor's Division of Emergency Management (GDEM) and any amendments issued by GDEM. This award is further subject to OMB Circular A-87; Texas Government Code, Chapter 783; Texas Administrative Code, Title 1, Part 1, Chapter 5, Subchapter A, Division D; and the Uniform Grant Management Standards issued by the Governor's Office of Budget and Planning.

### 3. COMPLIANCE WITH LAW

The Grantee understands and agrees that it will comply with all local, Texas, and federal laws, statutes, codes, ordinances, rules and regulations, and with the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of any BSET grant award.

### 4. FAILURE TO COMPLY

GDEM may suspend or terminate award funding, in whole or in part, or impose other measures for any of the following reasons: failure to comply with the requirements or statutory objectives of governing law, failure to make satisfactory progress toward the goals or objectives set forth in the award application, failure to follow grant agreement requirements or special conditions, failure to submit required reports, or filing a false certification or other report or document. Satisfactory Progress is defined as accomplishing the following during the performance period of the grant: requesting state funds for purchases, training, etc., and deciding what purchases will be made, ordering the equipment, ensuring the equipment is shipped and received, and training is accomplished with the equipment (or readied for deployment). All of the aforementioned tasks must be accomplished in a timely manner. **Special Conditions may be imposed on grantee's use of grant funds until corrective actions are taken to address issues identified during grant monitoring visits conducted by GDEM or its representative.**

### 5. LITIGATION AND ENDEMNITY

- A. Each party may participate in the defense of a claim or suite related to the subject matter of a BSET award, but no costs or expenses shall be incurred for any party by the other party without written consent.
- B. To the extent authorized by law, the Grantee agrees to indemnify and hold harmless GDEM against any claims, suits, actions, damages, and costs of every nature or description arising out or resulting from the performance of a BSET award, and the Grantee further agrees to satisfy any final judgment awarded against Grantee or GDEM arising from the performance of same award, provided said claim, suit, actions, damage, judgment, or related cost is not attributed by the judgment of a court of competent jurisdiction to the sole negligence of GDEM.
- C. It is the agreement of the parties that any litigation involving the parties to a BSET award may not be compromised or settled without the express consent of GDEM unless such litigation does not name the GDEM as a party.

**6. LIABILITY**

- A. Each party to a BSET award agrees that it shall have no liability whatsoever for the actions and/or omissions of the other party's employees, officers, or agents, regardless of where the individual's actions and/or omissions occurred. Each party is solely responsible for the actions and/or omissions of its employees, officers, and agents; however, such responsibility is only to the extent authorized by Texas law. Where injury or property damage result from the joint or concurring acts and/or omissions of the parties, any liability shall be shared by each party in accordance with the applicable Texas law, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.
- B. Pursuant to Section 421.062 of the Texas Government Code and to the extent it applies, the parties are not responsible for any civil liability that arises from furnishing a service related to a homeland security activity, as defined by Section 421.001 of the Texas Government Code, while acting under a BSET award.

**7. POLITICAL POLLING**

The grantee certifies that it does not perform political polling.

**8. DEBARMENT**

The sub-recipient certifies that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; sub-recipients can access debarment information by going to [www.epis.gov](http://www.epis.gov) for the federal Excluded Parties List System and at [www.tbpc.state.tx.us/communities/procurement/prog/vendor\\_performance/debarred](http://www.tbpc.state.tx.us/communities/procurement/prog/vendor_performance/debarred) for the State Debarred Vendor List;
- B. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification;
- D. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and,
- E. Will not use BSET grant funds to make any contract or permit any subcontract at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Grantee will ensure inclusion of these clauses in all contracts and subcontracts involving BSET funds.

**9. CONFLICT OF INTEREST**

The grantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

**10. SEVERABILITY**

If any provision of a BSET award or the application of any provision to any party or circumstance is held by a final judgment or order of a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision shall be fully severable. An executed BSET award shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom.

**11. MULTIPLE COUNTERPARTS**

A BSET award may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitutes collectively, one Agreement. But, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

**12. AUDIT**

GDEM reserves the right to audit the Grantee's records and documents regarding compliance with any award or sub-award funded under this program. The grantee is also subject to audit by any other department or agency, including federal agencies, responsible for determining that the parties have complied with the applicable laws. The State Auditor may conduct an audit or investigation of any entity receiving funds from the State of Texas directly under this grant program or indirectly through a sub-award under this grant program. Acceptance of funds directly under this program or indirectly through a sub-award under this program 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, and 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.

**13. STATE SINGLE AUDIT REQUIREMENT**

Grantee will comply with the audit requirements of the State of Texas Single Audit Circular in Part IV, UGMS. UGMS may be accessed at <http://www.governor.state.tx.us/divisions/stategrants/guidelines/files/UGMS062004.doc>

**14. REPORTING**

- A. Grantee agrees to comply with all reporting requirements and shall provide such information as required to GDEM for reporting as noted in the BSET Grant Guidance and Application Kit.
- B. Grantee must prepare and submit performance reports to GDEM for the duration of the grant performance period or until all grant activities are completed and the grant is formally closed. Grantee may also be required to submit additional information and data requested by GDEM.

**15. RECORDS RETENTION**

Grantee shall keep all operational and financial records and documents regarding this grant for the term of the grant and for three (3) years after the termination of the grant.

**16. USE OF FUNDS**

- A. Grantee understands and agrees that it cannot use any BSET funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the GDEM.
- B. Grantee agrees that all allocations and use of funds under this grant will be in accordance with the Border Security Equipment and Technology Guidance and Application Kit.
- C. Grantee official certifies BSET funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Grantee may be required to supply documentation certifying that a reduction in non-state resources occurred for reasons other than the receipt or expected receipt of state funds.
- D. Grantee shall not use BSET funds as a match requirement for any other federal or state grant programs without prior, written approval of GDEM.

**17. NON- INCORPORATION CLAUSE**

The Notice of Award together with the BSET Guide and an approved BSET Application constitute an entire agreement between the parties with regard to the matters made the subject of a BSET grant. There are no verbal representations, inducements, or agreements between the parties. No rights or obligations shall be implied.

**18. NO JOINT ENTERPRISE**

GDEM is associated with the Grantee only for the purposes and to the extent set forth herein, and with respect to the performance hereunder, the Grantee is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the GDEM whatsoever with respect to the indebtedness, liabilities, and obligations of the Grantee or any other party.

**19. REIMBURSEMENT**

- A. Grantee agrees to make no request for reimbursement prior to return of this agreement and signed by the authorized grantee representative.
- B. Grantee agrees to make no request for reimbursement for goods or services procured by grantee prior to the performance period start date of this agreement.

**20. ADVANCE FUNDING**

- A. If a financial hardship exists, a grantee may request an advance of grant funds for expenditures incurred under this program. Requests must be made in writing by designated representative and submitted to GDEM. GDEM will determine whether an advance will be made.

- B. If a grantee is approved for an advance, the funds must be deposited in a **separate, interest-bearing account** and are subject to the rules outlined in the Grantees must report any interest earned to GDEM. Any interest earned in excess of \$100 must, on a quarterly basis, be remitted to:

Payable to: Texas Department of Public Safety

Remit to: Texas Department of Public Safety  
Governor's Division of Emergency Management  
Attn: BSET Program Manager  
PO Box 4087  
Austin, TX 78773-0224

## 21. EQUIPMENT REQUIREMENTS

Grantee must maintain an updated inventory of equipment purchased through this grant program in accordance with Uniform Grant Management Standards – III, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C - Post-Award Requirements, Reports, Records, Retention, and Enforcement, .32 Equipment

## 22. CLOSING THE GRANT

- A. All equipment must be ordered by **July 31, 2009**. All equipment must be received and invoices paid by the grantee by **August 31, 2009**. The last day for submission of *Request for Advance or Reimbursements* is **October 15, 2009**.
- B. GDEM will close an award after receiving grantees final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards, modifications, and payments. If the close-out review and reconciliation indicates that the grantee is owed additional funds, GDEM will send the final payment automatically to the grantee. If the grantee did not use all the funds received, GDEM will issue a Grant Adjustment Notice (GAN) to recover the unused funds.
- C. GDEM will unilaterally close out any grant for which the grantee does not reconcile the account and sign a close-out GAN by **November 30, 2009**.
- D. All BSET grant funds that are not expended by **August 31, 2009** must be remitted by the grantee to GDEM, which will de-obligate the funds and return them to the State Treasury.

## 23. RESTRICTIONS, DISCLAIMERS AND NOTICES

- A. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by GDEM/SAA prior to obligation or expenditure of such funds.
- B. Notwithstanding any other agreement provisions, the parties hereto understand and agree that GDEM's obligations under this agreement are contingent upon the receipt of adequate funds to meet GDEM's liabilities hereunder. GDEM shall not be liable to the grantee for costs under this Agreement that exceed the amount specified in the *Notice of Grant Award*.
- C. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give

notice of to the other from time to time hereunder. Mailed notices shall be deemed received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

If by regular mail to GDEM:

Operations Section/BSET Program Manager  
Division of Emergency Management  
Texas Department of Public Safety  
PO Box 4087  
Austin, TX 78773-0224

If sending by courier or overnight service to GDEM:

Operations Section/BSET Program Manager  
Division of Emergency Management  
Texas Department of Public Safety  
5805 North Lamar Blvd.  
Austin, TX 78752-0224

## REQUEST FOR ADVANCE OR REIMBURSEMENT

1. STATE AGENCY TO WHICH THIS REPORT IS SUBMITTED  Governor's Division of Emergency Management		2. DATE REQUEST SUBMITTED	
3. TYPE OF PAYMENT REQUESTED		4. BASIS OF REQUEST	
a. "X" one or both boxes <input type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSEMENT		b. "X" the applicable box <input type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL	
5. REQUEST NUMBER		6. PERIOD COVERED BY THIS REQUEST	
		FROM (month, day, year)	TO (month, day, year)
7. GRANT AWARD NUMBER		8. RECIPIENT'S FEDERAL IDENTIFICATION NUMBER	
9. RECIPIENT ORGANIZATION Name: Number and Street City, State, Zip Code:		10. PAYEE (Where check is to be sent if different from Box 9) Name: Number and Street City, State, Zip Code:	
11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED			
ACTIVITIES →		Travel & Training	Equipment
a. Total program outlays to date	(as of date)	\$	\$
b. Less: Cumulative program income		\$	\$
c. Net program outlays (Line a minus Line b)		\$	\$
d. Estimated net cash outlays for advance period		\$	\$
e. Total (Sum of Lines c & d)		\$	\$
f. State payments previously requested		\$	\$
g. State funds now requested (Line e minus Line f)		\$	\$
12. CERTIFICATION			
I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the grant conditions and that payment is due and has not been previously requested.			
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		DATE	
TYPED OR PRINTED NAME AND TITLE		TELEPHONE (area code, number, extension)	
This space for agency use.			

## INSTRUCTIONS FOR FORM "REQUEST FOR ADVANCE OR REIMBURSEMENT"

Please type or print legibly. Box 1 is filled in for you. Boxes 2, 3, 5, 9, 10, 11c, 11e, 11f, 11g, and 12 are self-explanatory. Specific instructions for other boxes are as follows:

- Box 4 Indicate whether request is prepared on a cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.
- Box 6 Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.
- Box 7 Enter the State grant number assigned by the Governor's Division of Emergency Management.
- Box 8 Enter the employer identification number assigned by the U.S. Internal Revenue Service.
- Box 11 The purpose of the vertical columns is to provide space for separate cost breakdowns for the categories of the grant budget.
- Box 11a Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of cash advances and payments made to sub-grantees and contractors. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contractors, sub-grantees and other payees.
- Box 11b Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant.
- Box 11d Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
- Box 13 Complete the certification before submitting this request. **The Authorized Official must sign this form.**