

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN HIDALGO COUNTY and WILLACY COUNTY  
(FY2010 MMRS – Willacy County Public Health Regional Preparedness Equipment)**

This Agreement made on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the **HIDALGO COUNTY** hereinafter referred to as “Hidalgo County,” and **WILLACY COUNTY**, hereinafter referred to as the “Willacy County,” pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS**, Hidalgo County is a form of county government in Edinburg, Texas;

**WHEREAS**, Willacy County is a form of county government in Raymondville, Texas;

**WHEREAS**, Lower Rio Grande Valley Development Council (LRGVDC) is a Regional Planning Agency formed under Texas Law;

**WHEREAS**, LRGVDC, Hidalgo County and Willacy County, each pursuant to its statutory and constitutional authority, are responsible for the safety of the citizens within their respective boundaries, and are desirous that the necessary equipment and services are available;

**WHEREAS**, LRGVDC applied for and received grants for the equipment from the Metropolitan Medical Response System (MMRS) through the FY2010 Homeland Security Grant Program (HSGP), hereinafter referred to as the “FY 2010 MMRS Grant;”

**WHEREAS**, the Equipment was purchased by the LRGVDC through the FY 2010 MMRS Grant and delivered to the possession of Hidalgo County;

**WHEREAS**, the Equipment will remain the property of the Federal Emergency Management Agency (FEMA) and in LRGVDC’s inventory records until February 28, 2016 or otherwise specified by the State Administrative Agency (SAA) at which time the Grant will be closed;

**WHEREAS**, the Lower Rio Grande Valley Region has the desire to combine resources for the purpose of increasing the region’s ability to respond to all emergencies and disasters, natural and man-made, through Hidalgo County and Willacy County;

**WHEREAS**, Hidalgo County desires to transfer certain equipment as described in Appendix “A” attached hereto to Willacy County through a property transfer record agreement and according to LRGVDC and federal guidelines;

**WHEREAS**, Hidalgo County and Willacy County are authorized to enter into this

agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

**NOW, THEREFORE,** Hidalgo County and Willacy County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. In order to fulfill the goals of LRGVDC regional efforts to emergency response, the parties agree that the equipment described in Appendix "A" attached hereto, will be made readily available, region and state wide for the purpose of responding to both manmade and natural disasters if requested under mutual aid.
2. The parties understand that the FEMA will retain ownership of the equipment listed in Appendix "A" until February 28, 2016 or otherwise specified by the State Administrative Agency, at which time Willacy County through the Hidalgo County – LRGVDC permanent loan MOU will obtain ownership of the equipment.
3. Willacy County agrees to meet eligibility status upon receiving grant funded equipment and must maintain eligibility status in accordance with the SAA eligibility requirements.
4. Willacy County agrees to, at a minimum; provide the equivalent insurance coverage for all such equipment listed in Appendix "A".
5. Willacy County agrees to maintain and repair the equipment listed in Appendix "A" in good working condition for the life of the equipment and agrees to pay for any and all yearly maintenance agreements for equipment as applicable.
6. Willacy County agrees to notify Hidalgo County in writing within ten (10) days should equipment be lost, stolen, or otherwise made unusable.
7. Willacy County agrees to provide an annual accounting of the equipment to Hidalgo County for the purposes of grant reporting to LRGVDC.
8. Willacy County agrees, within 60 days of receiving equipment, to tag equipment with appropriate identification labels in accordance with Willacy County Procedures and grant guidance tag requirements. (Homeland Security Grant Equipment and Grant Year, example: FY2010 HSGP/MMRS).
9. Willacy County and Hidalgo County agree to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to any parts or supplies needed to maintain operability of equipment.
10. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there

is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, Appendix B – Federal Grant Award Number 2010-SS-TO-008, and Appendix C – Terms and Conditions” of the FY2010 Homeland Security Grant Program (HSGP) prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent to bring them within the legal requirements and only during the times such conflict exists.

11. **No Waiver.** No waiver by any party hereto of any breach of any provisions of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
12. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Willacy County and Hidalgo County, and not otherwise.
13. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE WITHIN CAMERON, HIDALGO, WILLACY AND STARR COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN CAMERON, HIDALGO, WILLACY AND STARR COUNTY, TEXAS.
14. **Governing Provisions.** This MOU shall be governed by and constructed in accordance with the laws of the State of Texas, and the obligations and undertakings of each of the parties to this MOU shall be performable in Willacy County, Texas. Willacy County shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment are listed below:

**A. Administrative Requirements**

1. OMB Circular A-102, State and Local Governments (10/14/94, amended 08/29/97)
2. OMB Circular A-87, State and Local Governments (05/04/95, amended 05/10/04)

**B. Audit Requirements.**

OMB Circular A-133, State, Local Governments and Non-Profit Organizations (06/24/97, includes revisions published in the *Federal Register* 06/27/03)



21. **Authority to Execute.** The execution and performance of this Agreement by Willacy County and Hidalgo County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Willacy County and Hidalgo County in accordance with its terms.
22. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
23. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days' written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.
24. **Indemnification Clause.** To the extent permitted by the Texas Constitution and Texas State Laws, each party shall indemnify and hold the other party, its affiliated entities, and their respective directors, officers, employees, agents, and representatives, harmless from and against any claims, liabilities, damages, and expenses arising out of the indemnifying party's act or omissions, or the acts omissions of the indemnifying party's employees, students, faculty, staff, agents or representatives, under this MOU, excluding claims, liabilities, damages, expenses resulting from the negligence or willful misconduct of the other party, its employees, students, faculty, staff, agents or representatives.

**WITNESS THE HANDS OF THE PARTIES** effective as of the day and year first written above.

County of Hidalgo

County of Willacy

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Honorable Ramon Garcia,  
County Judge, Hidalgo County

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Honorable John F. Gonzales Jr.  
County Judge, Willacy County

Attested by:


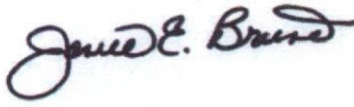

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Arturo Guajardo Jr.,  
Hidalgo County Clerk

**Appendix A**  
**LRGVDC MMRS FY 2010 Funds - Equipment**

	Hidalgo County Asset Tag No.	Description	Serial Number	Quantity	Cost	Extended Cost
1	55321	150-Gal Flat Bottom Portable Water Tank, 4812599093 Manufacturer # A-SPO150- RT / Model #41951592	No Serial #	1	300.04	300.04
2	55328	Cold Water Pressure Washer 5.0 HP, 2000PSI / Manufacturer # GC-2003-OMHB	10612964	1	412.78	412.78
3	55337, 55338	Tents (20 x 10) Eclipse II, HS Shelter / Manufacturer # H-CLF20	No Serial #	2	678.68	1,357.36
4	N/A	10" Polyester Zippered Sidewall for Tents, Manufacturer # H-10WCU	No Serial #	8	97.95	783.60
5	N/A	Fire Extinguisher Dry Chemical, ABC Manufacturer # PRO10TCM	No Serial #	3	42.28	126.84
6	N/A	Cross Cut Shredder, Manufacturer # X18, 030 570	No Serial #	2	188.56	377.12
7	N/A	First Aid Kit 50 Person, ANSI, Manufacturer # 242-AN	No Serial #	3	80.16	240.48
8	N/A	Booster Battery Charger, Manufacturer # 1YMN2A	No Serial #	1	109.83	109.83
<b>LRGVDC MMRS FY 2010 Funding Total</b>						<b>\$ 3,708.05</b>

Appendix B

	<b>Texas Department of Public Safety</b>			
	<b>2010 Sub-Recipient Award</b> for <b>Lower Rio Grande Valley Development COG</b>			
Date of Award				
October 20, 2010				
<b>1. Sub-Recipient Name and Address</b>	<b>2. Prepared by:</b> Seals, Freddie	<b>3. SAA Award Number:</b> 10-SR 99013-01		
Executive Director Ken Jones, Jr. Lower Rio Grande Valley Development COG 311 N. 15th McAllen, TX 78501-4705	<b>4. Federal Grant Information</b>			
	<b>Federal Grant Title:</b>	Homeland Security Grant Program (HSGP) Metropolitan Medical Response System (MMRS)		
	<b>Federal Grant Award Number:</b>	2010-SS-T0-0008		
	<b>Date Federal Grant Awarded to TxDPS:</b>	August 1, 2010		
	<b>Federal Granting Agency:</b>	Department of Homeland Security FEMA Grant Programs Directorate		
<b>5. Award Amount and Grant Breakdowns</b>				
<b>MMRS Award Amount (Federal)</b>  CFDA: 97.071  \$317,419.00	<b>Grant Period:</b> <table border="1" style="margin: auto;"> <tr> <td style="text-align: center;">From: Aug 1, 2010</td> <td style="text-align: center;">To: Jul 31, 2012</td> </tr> </table> (The SAA must receive all invoices by the end of grant period)		From: Aug 1, 2010	To: Jul 31, 2012
From: Aug 1, 2010	To: Jul 31, 2012			
<b>6. Statutory Authority for Grant:</b> This project is supported under Department of Homeland Security Appropriations Act, 2010 (Public Law 111-83).				
<b>7. Method of Payment:</b> Primary method is reimbursement.				
<b>8. Debarment/Suspension Certification:</b> The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at <a href="http://www.epls.gov.2.8.9029.0">http://www.epls.gov.2.8.9029.0</a>				
<b>9. Agency Approval</b>				
<b>Approving TxDPS Official:</b>	<b>Signature of TxDPS Official:</b>			
Janice E. Bruno, Administrator State Administrative Agency Texas Department of Public Safety				
<b>10. Sub-Recipient Acceptance</b>				
<b>I have read and understand the attached Terms and Conditions.</b>				
<b>Type name and title of Authorized Sub-Recipient official:</b>	<b>Signature of Sub-Recipient Official:</b>			
Kenneth N. Jones, Jr. Executive Director Lower Rio Grande Valley Development Council				
<b>11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:</b>		<b>12. Date Signed :</b>		
74-1586916		11/23/10		
<b>13. DUE DATE:</b> December 4, 2010				
Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.				

**2010 TERMS AND CONDITIONS****Instructions:**

The Sub-recipient must:

1. Fill in the contact information and sign the Sub-Recipient Award
2. Certify they have read and understand the Terms and Conditions by initialing the bottom of each page.
3. Fill in the contact information located on Page 4.
4. Certify to the statements provided in Exhibits A and B and C located at the back of this document by filling in contact information and signing both exhibits.
5. Return all documents to the SAA in accordance with the date provided in the transmittal letter and/or in the agreement.

**Parties to Sub-recipient Agreement**

This Sub-recipient Agreement (includes the Sub-recipient Award and the Terms and Conditions) is made and entered into by and between the Department of Public Safety / State Administrative Agency, (DPS/SAA) an agency of the State of Texas, hereinafter referred to as "DPS/SAA," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, DPS/SAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2010 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and/or in the agreement Sub-recipient Agreement Award.

Sub-recipient must not assign or transfer any interest in this Sub-recipient Agreement without the express, prior written consent of the SAA.

**Overview, and Performance Standards**

**All allocations and use of funds under this grant must be in accordance with the FY 2010 Guidelines and Application Kit for the Federal Grant Title specified on the Sub-recipient Agreement Award.** All award Sub-recipients are required to have read, understood and accepted the FY 2010 Guidance and Application Kit as binding.

**Standard of Performance.** The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Regional Planning Group / Urban Area Working Group and/or by the State Administrative Agency (SAA) as applicable. The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement, Terms and Conditions and the following Exhibits located at the end of this document:

1. Assurance – Non-Construction Programs, hereinafter referred to as "**Exhibit A**"
2. Assurance – Construction Programs, hereinafter referred to as "**Exhibit B**"
3. Certification, hereinafter referred to as "**Exhibit C**"

**Failure to Perform.** In the event the Sub-recipient fails to implement the project(s) entered into the SAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to DPS/SAA for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other federal program funds administered by DPS/SAA until repayment to DPS/SAA is made and any other compliance or audit finding is satisfactorily resolved.

Initial

Date

## **DPS/SAA Obligations**

**Measure of Liability.** DPS/SAA shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

**Sub-recipient Agreement Funds Defined and Limit of Liability.** The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by DPS/SAA under the DHS/FEMA grant programs. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by DPS/SAA under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement.

Sub-recipient shall contribute the match funds listed on the Sub-recipient Award page.

**Excess Payments.** The Sub-recipient shall refund to DPS/SAA any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by DPS/SAA or that DPS/SAA determines has resulted in overpayment to the Sub-recipient or that DPS/SAA determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to DPS/SAA within thirty (30) days after DPS/SAA requests such refund.

## **Suspension**

In the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, DPS/SAA may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

## **Termination**

**DPS/SAA's Right to Terminate.** DPS/SAA shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever DPS/SAA determines that the Sub-recipient has failed to comply with any of this Sub-recipient agreement's terms. DPS/SAA shall notify the Sub-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Appeal will be made to the Deputy Director of Homeland Security, Department of Public Safety.

## **Enforcement**

In taking an enforcement action, the awarding agency will provide the sub-recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the sub-recipient is entitled under any statute or regulation applicable to the action involved.

Initial LM Date 11/23/10

## **Conflict of Interest**

No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

## **Monitoring**

Sub-recipients will be monitored periodically by federal or state agencies, both programmatically and financially, to ensure that project goals, objectives, performance requirement, timelines, milestone completion, budget, and other related program criteria are being met.

DPS/SAA reserves the right to perform periodic office-based and/or on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, DPS/SAA shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to the Suspension and/or Termination Section.

## **Audit**

**Audit of Federal and State Funds.** The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) and as outlined in Exhibit A. The Sub-recipient will also comply, as applicable, with Texas Government Code, Chapter 783, 1 TAC 5.141.et.seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

**DPS/SAA's Right to Audit.** DPS/SAA reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit DPS/SAA or its authorized representative to audit the Sub-recipient's records. The sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

**Sub-recipient's Liability for Disallowed Costs.** The Sub-recipient understands and agrees that it shall be liable to DPS/SAA for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to DPS/SAA of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

**Sub-recipient's Facilitation of Audit.** The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/SAA may require of the Sub-recipient. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

## **Other Requirements**

A. During the performance period of this grant, Sub-recipients must maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Sub-recipient's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

Initial 

Date 1/23/10

- B. Projects identified in the SAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of the grant.
- C. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.
- D. During the performance period, the Sub-recipient must be a registered user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing \$5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.
- E. Sub-recipients must submit Fiscal Year 2010 Indirect Cost Allocation Plan signed by Cognizant Agency - "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 CFR part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.
- F. Council of Governments (COG) will follow guidelines listed in the SAA FY 10 COG Statement of Work.
- G. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The sub-recipient agrees to consult with DPS/SAA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

**Closing the Grant**

- A. The Sub-recipient must have expended all grant funds and submitted expenditure reimbursement requests and any invoices by the end of the performance period listed on the sub-recipient agreement.
- B. DPS/SAA will close a sub-award after receiving Sub-recipient's 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 Sub-recipient is owed additional funds, DPS/SAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, DPS/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.
- C. At the completion of the sub-recipient's performance period, DPS/SAA will de-obligate all uncommitted / unexpended funds.

**Restrictions, Disclaimers and Notices**

- A. In cases where local funding is established by a COG or UASI, governing board, the release of funds by DPS/SAA is contingent upon funding allocation approval by the governing board.
- B. Notwithstanding any other agreement provisions, the parties hereto understand and agree that DPS/SAA's obligations under this agreement are contingent upon the receipt of adequate funds to meet DPS/SAA's liabilities hereunder, except as required by IECGP and HSGP grants. DPS/SAA shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.
- C. 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 the Point of Contact listed for the sub-recipient in the SAA Grants Management System shall be deemed received the following business day.

Initial   *JS*   Date   *11/23/10*

DPS/SAA Contact Information
Deputy Director, Homeland Security Texas Department of Public Safety State Administrative Agency P.O. Box 4087 Austin, TX 78773-0220

Sub-Recipient Contact Information
(Please Fill-in Contact Information below)
Name: Kenneth N. Jones, Jr. Title: Executive Director Agency: LRGVDC Address: 311 N. 15TH ST. McAllen, TX 78501

**Uniform Administrative Requirements, Cost Principles and Audit Requirements**

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with the most recent version of all applicable Laws and Regulations. A non-exclusive list is provided below

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

B. Cost Principles

1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 C.F.R. Part 220, Cost Principles for Education Institutions (OMB Circular A-21)
3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR) Subpart 31.2, Contracts with Commercial Organizations

C. Audit Requirements – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

D. Sub-recipient understands and agrees that it cannot use any federal 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 FEMA.


E. The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FY2010 Grant Program Guidance and Application Kit.

F. The recipient must provide information to FEMA to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. The recipient must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances.

Recipient shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may not be eligible for grant funding.

G. Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated in State Administrative Agency Information Bulletins, and Texas Uniform Grants Management Standards (UGMS).

H. The sub-recipient(s) must, in addition to the assurances, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of the award, and the approved application.

Initial  Date 11/23/10

## **Retention and Accessibility of Records**

**Retention of Records.** The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to the applicable OMB Circular and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective, including program requirements and financial obligations, or the period of time required by other applicable laws and regulations. Sub-recipient shall comply with 44 CFR Section 13.42 and UGMS §\_\_\_.42

**Access to Records.** The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/SAA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, , and Texas Government Code Chapter 552.

**Inclusion in Subcontracts.** The Sub-recipient shall include the substance of this Section in all subcontracts.

## **Legal Authority**

**Signatory Authority.** The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

**Authorized Representative.** The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

**Conflicts in Requirements.** If conflict exists between federal, state, or local requirements, the sub-recipient shall comply with the strictest requirement. .

## **Notice of Litigation and Claims**

The Sub-recipient shall give DPS/SAA immediate notice in writing of any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out of the performance under this Sub-recipient agreement

Except as otherwise directed by DPS/SAA, the Sub-recipient shall furnish immediately to DPS/SAA copies of all documentation or pleadings received by the Sub-recipient with respect to such action or claim.

## **Non-Waiver of Defaults**

ANY FAILURE OF DPS/SAA, AT ANY TIME, TO ENFORCE OR REQUIRE THE STRICT KEEPING AND PERFORMANCE OF ANY PROVISION OF THIS AGREEMENT WILL NOT CONSTITUTE A WAIVER OF SUCH PROVISION, AND WILL NOT AFFECT OR IMPAIR SAME OR THE RIGHT OF DPS/SAA AT ANY TIME TO AVAIL ITSELF OF SAME. A WAIVER DOES NOT BECOME EFFECTIVE UNLESS DPS/SAA EXPRESSLY AGREES TO SUCH WAIVER IN WRITING. ANY PAYMENT BY DPS/SAA SHALL NOT CONSTITUTE A WAIVER OR OTHERWISE IMPAIR OR PREJUDICE ANY RIGHT, POWER, PRIVILEGE, OR REMEDY AVAILABLE TO DPS/SAA TO ENFORCE ITS RIGHTS, AS SUCH RIGHTS, POWERS, PRIVILEGES, AND REMEDIES ARE SPECIFICALLY PRESERVED.

Initial LSJ Date 11/23/10

## Indemnity

AS PERMITTED BY LAW, SUB-RECIPIENT SHALL INDEMNIFY, DEFEND AND HOLD DPS/SAA AND THE STATE OF TEXAS (INCLUDING ITS DIRECTORS, COMMISSIONERS, EMPLOYEES, AGENTS AND THEIR SUCCESSORS) ("INDEMNITEES") HARMLESS FROM AND AGAINST ANY OF THE FOLLOWING THAT ARISE OUT OF OR RESULT FROM SUB-RECIPIENT'S NEGLIGENCE (ANY AND ALL), FAULT, ACT, FAILURE TO ACT, OMISSION, BREACH OF THIS AGREEMENT OR VIOLATION OF ANY STATE OR FEDERAL LAW AND/OR REGULATION, AS WELL AS ANY VIOLATION OF ANY MATTER MADE THE BASIS OF A TREATY AND/OR CONVENTION AND/OR AGREEMENT BETWEEN THE UNITED STATES AND ANOTHER NATION: CLAIMS; LAWSUITS; DAMAGES; LIABILITIES; PENALTIES; TAXES; FINES; INTEREST; EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, INVESTIGATION COSTS AND ALL DIRECT OR INDIRECT COSTS OR EXPENSES INCURRED IN DEFENDING AGAINST ANY CLAIM, LAWSUIT, OR OTHER PROCEEDING, INCLUDING THOSE EXPENSES INCURRED IN ANY NEGOTIATION, SETTLEMENT, OR ALTERNATIVE DISPUTE RESOLUTION); ANY AND ALL DAMAGES, HOWEVER CHARACTERIZED, SUCH AS DIRECT, GENERAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR THE RIGHTS PROVIDED THEREIN.

IN ANY AND ALL CLAIMS AGAINST ANY OF THE INDEMNITEES BY ANY EMPLOYEE OF THE SUB-RECIPIENT OR ANY EMPLOYEE OF ITS SUBCONTRACTOR(S), THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT WILL NOT BE LIMITED IN ANY WAY BY THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE SUB-RECIPIENT OR ANY OF ITS SUBCONTRACTOR(S) UNDER WORKER'S DISABILITY COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFITS ACTS.

SUB-RECIPIENT SHALL COORDINATE ITS DEFENSE AND ANY SETTLEMENT WITH THE ATTORNEY GENERAL FOR THE STATE OF TEXAS AS REQUESTED BY THE DPS/SAA. IN ANY SETTLEMENT, SUB-RECIPIENT MUST NOT MAKE ANY ADMISSION OF LIABILITY ON THE PART OF ANY OF THE INDEMNITEES.

THIS SECTION SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION, CONTRIBUTION OR RIGHT WHICH ANY OF THE INDEMNITEES HAVE BY LAW OR EQUITY.

THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

## Changes and Amendments

Written Amendment. Except as specifically provided otherwise in this Sub-recipient agreement, any alterations, additions or deletions to this Sub-recipient agreement's terms shall be made through Grant Adjustment Notices generated by the SAA web-based grants management system and executed by the Parties.

Authority to Amend. During the period of this Sub-recipient agreement's performance DPS/SAA and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by DPS/SAA or FEMA in the form of Information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. . In the event FEMA or DPS/SAA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award.

Initial LSJ Date 11/23/10

**Headings**

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

**Venue**

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas, and be governed by Texas Law.

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## Special Conditions

### 2010 Operation Stonegarden (OPSG) Specific:

1) The recipient is prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved through an official email notice issued by FEMA removing this special programmatic condition. The Operations Order approval process/structure is as follows: Operations Orders are submitted to (1) the appropriate Customs and Border Protection (CBP) Border Patrol (BP) Sector Headquarters (HQ); upon approval by the Sector HQ, forwarded through the Border Patrol Enforcement Transfer System (BPETS) system to (2) the OPSG Coordinator, CBP/BP Washington, DC and upon approval forwarded to (3) Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Grant Development and Administration Division (GD&A). Notification of release of programmatic hold will be sent by FEMA via email to the State Administrative Agency (SAA) with a copy to OPSG Coordinator at CBP/BP HQ, Washington DC.

### General:

1)

a) Provisions applicable to a sub-recipient that is a private entity.

i) You as a sub-recipient, your employees, may not:

- (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- (2) Procure a commercial sex act during the period of time that the award is in effect; or
- (3) Use forced labor in the performance of the award or sub-award under this award.

ii) We may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity:

- (1) Is determined to have violated a prohibition in paragraph 1a of this award term; or
- (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition of this award term through conduct that is either:

(a) Associated with performance under this award; or

(b) Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.

b) Provisions applicable to a sub-recipient that is other than a private entity. We may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity:

i) Is determined to have violated a prohibition in paragraph 1a of this award term; or

ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a1 of this award term through conduct that is either:

(1) Associated with performance under this award; or

(2) Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.

c) Provisions applicable to any recipient:

i) You must inform us immediately of any information you received from any source alleging a violation of a prohibition in paragraph a1 of this award term.

ii) Our right to terminate unilaterally that is described in 1b or 2 of this section:

(1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)), and

(2) Is in addition to all other remedies for noncompliance that are available to us under this award.

Initial

Date

iii) You must include the requirements of 1a of this award term in any sub-award you make to a private entity.

d) Definitions. For purposes of this award term:

i) "Employee" means either:

(1) An individual employed by a sub-recipient who is engaged in the performance of the project or program under this award: or

(2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

iii) "Private entity" means:

(1) Any entity other than a State, local government, Indian Tribe, or foreign public entities, as those terms are defined in 2 CFR 175.25.

(2) Includes:

(a) A non-profit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2CFR 175.25(b).

(b) A for-profit organization

iv) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

2)

a) Classified national security information as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

b) No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information

c) Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch(ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.

d) Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS " Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 20089: EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and /or other applicable implementing directives or instruction. All security requirement documents are located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>.

e) Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions.

**Please fill in the appropriate information and sign.**

Kenneth N. Jones, Jr.

\_\_\_\_\_  
Type Name of Authorized Official

Executive Director

\_\_\_\_\_  
Title

Lower Rio Grande Valley Development Council

\_\_\_\_\_  
Sub-recipient Organization

\_\_\_\_\_  
Signature of Authorized Official

11/23/10

\_\_\_\_\_  
Date

Initial KN

Date 11/23/10

## EXHIBIT A

### ASSURANCES - NON-CONSTRUCTION PROGRAMS

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this agreement.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. 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.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

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- 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

**Please fill in the appropriate information and sign.**

Kenneth N. Jones, Jr.

\_\_\_\_\_  
Type Name of Authorized Official

Executive Director

\_\_\_\_\_  
Title

Lower Rio Grande Valley Development Council

\_\_\_\_\_  
Sub-recipient Organization

\_\_\_\_\_  
Signature of Authorized Official

11/23/10

\_\_\_\_\_  
Date

Initial

*KJ*

Date

11/23/10

## EXHIBIT B

### ASSURANCES - CONSTRUCTION PROGRAMS

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this agreement.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. 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.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

Initial



Date

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15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

**Please fill in the appropriate information and sign.**

Kenneth N. Jones, Jr.

\_\_\_\_\_  
Type Name of Authorized Official

Executive Director

\_\_\_\_\_  
Title

Lower Rio Grande Valley Development Council

\_\_\_\_\_  
Sub-recipient Organization

\_\_\_\_\_  
Signature of Authorized Official

11/23/10

\_\_\_\_\_  
Date

Initial KJ Date 11/23/10

## Exhibit C

### Certifications

The undersigned, Kenneth N. Jones, Jr (Print), as the authorized official of LRGVDC certifies the following to the best of his/her knowledge and belief.

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure of Lobbying Activities," in accordance with its instructions

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28C.F.R. Part 67, Section 67.510. (Federal Certification) The Sub-recipient certifies that it and its principals and vendors:

1. Are not 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.ep/s.gov](http://www.ep/s.gov) and the State Debarred Vendor List [http://www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred/](http://www.window.state.tx.us/prc/http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/)
2. Have not within a three-year period preceding this agreement 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;
3. 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 (D)(2) of this certification; and
4. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and
5. Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement. (Federal Certification)

E. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Sub-recipient must comply with 2 CFR Part 180 Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier.

G. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

H. Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq. – Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 CFR Part 17.

Initial KJ Date 11/23/10

I. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

**Please fill in the appropriate information and sign.**

Kenneth N. Jones, Jr.

\_\_\_\_\_  
Type Name of Authorized Official

Executive Director

\_\_\_\_\_  
Title

Lower Rio Grande Valley Development Council

\_\_\_\_\_  
Sub-recipient Organization

 \_\_\_\_\_  
Signature of Authorized Official

11/23/10

\_\_\_\_\_  
Date

Initial KJ Date 11/23/10

921 E. PECAN BLVD.  
MCALLEN, TX 78501-5710  
www.grainger.com

GRAINGER ACCOUNT NUMBER 827564972  
INVOICE NUMBER 9689135755  
INVOICE DATE 11/17/2011  
DUE DATE 12/17/2011  
AMOUNT DUE 21,180.92

SHIP TO  
LOWER RGV DEVELOPMENT COU  
1304 S 25TH AVE  
EDINBURG, TX 78542-7205

PO NUMBER: 14323  
CALLER: CAROLINA LEAL  
CUSTOMER PHONE: (956) 682-3481  
ORDER/DELIVERY#: 6180949466  
INCO TERMS: FOB ORIGIN

BILL TO  
MDG2010 00033228 1 MB 0390

LOWER RGV DEVELOPMENT COU  
301 W RAILROAD ST  
WESLACO, TX 78596-5104

**THANK YOU!**

FEI NUMBER 36-1150280

FOR ANY QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL 956-682-6321

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	BACK ORDERED	UNIT PRICE	TOTAL
	41951592	150-GAL FLAT BOTTOM PORTABLE WATER TANK 4812599093 ✓	3		300.04	900.12
	41951593	MANUFACTURER # A-SPO150-RT IRONKEY FIC/EOC VERSION OF THE COORDINAT ✓ 4812599094	2		2,793.00	5,586.00
	41951594	MANUFACTURER # CNIP IRONKEY DESKTOP FIC/EOC VERSION OF THE COORDINAT ✓ 4812599094	2		1,995.00	3,990.00
	41965821	MANUFACTURER # CNIP DESKTOP ECLIPSE II, 10X20 HS SHELTER ✓ 4812615463	10		678.68	6,786.80
	41965822	MANUFACTURER # H-CLF20 SIDEWALL, 10FT FBRC CLR WHITE ✓ 4812615463	40		97.95	3,918.00
		MANUFACTURER # H-10WCU				

NUMBER OF PKGS: 1 WEIGHT: 0.00  
DATE SHIPPED: 11/17/2011  
CARRIER: UNITED PARCEL SERV FRT

INVOICE SUB TOTAL 21,180.92

These items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with US export controls.

PAYMENT TERMS NET 30 DAYS. PAY THIS INVOICE NO STATEMENT SENT. PAYABLE IN U.S. DOLLARS.

**AMOUNT DUE 21,180.92**

▲ **PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT.** ▲

BILL TO:  
LOWER RGV DEVELOPMENT COU  
301 W RAILROAD ST  
WESLACO, TX 78596-5104

REMIT TO:  
GRAINGER  
DEPT. 827564972  
P.O. BOX 419267  
KANSAS CITY, MO 64141-6267

8275649729689135755100211809210000001000000100000011121734

X

ACCOUNT NUMBER  
827564972

DATE  
11/17/2011

INVOICE NUMBER  
9689135755

AMOUNT DUE  
21,180.92

FOR COMMENTS OR CHANGE OF ADDRESS, ENTER INFORMATION ON REVERSE SIDE.

921 E. PECAN BLVD.  
MCALLEN, TX 78501-5710  
www.grainger.com

GRAINGER ACCOUNT NUMBER 827564972  
INVOICE NUMBER 9689135748  
INVOICE DATE 11/17/2011  
DUE DATE 12/17/2011  
AMOUNT DUE 3,801.15

SHIP TO  
LOWER RGV DEVELOPMENT COU  
1304 S 25TH AVE  
EDINBURG, TX 78542-7205

PO NUMBER: 14323  
DEPARTMENT: GRANT CODE 206911  
PROJECT/JOB: HIDALGO PUBLICHEALTH  
CALLER: VICTOR MORALES  
CUSTOMER PHONE: (956) 682-3481  
ORDER/DELIVERY#: 6180948205  
INCO TERMS: FOB ORIGIN

BILL TO  
MDG2010 00033228 1 MB 0390

LOWER RGV DEVELOPMENT COU  
301 W RAILROAD ST  
WESLACO, TX 78596-5104



**THANK YOU!**

FEI NUMBER 36-1150280

FOR ANY QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL 956-682-6321

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	BACK ORDERED	UNIT PRICE	TOTAL
	3WB97	PRESSURE WASHER MANUFACTURER # GC-2003-0MHB ✓	3		412.78	1,238.34
	4T889	EXTINGUISHER, 10 LB MANUFACTURER # PRO10TCM ✓	9		42.28	380.52
	1DYZ6	PAPER SHREDDER, CROSS-CUT, 18 TO 21 SHEETS MANUFACTURER # X18 ✓	6		188.56	1,131.36
	6XND8	FIRST AID KIT, PEOPLE SERVED 50, ANSI MANUFACTURER # 242-AN ✓	9		80.16	721.44
	1YMN2	JUMP STARTER, BOOSTER/AIR COMPRESSOR MANUFACTURER # 1YMN2 ✓	3		109.83	329.49

For LRGVDC Finance Dept  
*[Signature]*  
Approved Homeland Security  
*[Signature]*  
Date 11/21/11

NUMBER OF PKGS: 6 WEIGHT: 780.30 INVOICE SUB TOTAL 3,801.15  
DATE SHIPPED: 11/17/2011  
CARRIER: UNITED PARCEL SERV FRT

These items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with US export controls.

PAYMENT TERMS NET 30 DAYS. PAY THIS INVOICE NO STATEMENT SENT. PAYABLE IN U.S. DOLLARS.

**AMOUNT DUE 3,801.15**

**PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT.**

BILL TO:  
LOWER RGV DEVELOPMENT COU  
301 W RAILROAD ST  
WESLACO, TX 78596-5104

REMIT TO:  
GRAINGER  
DEPT. 827564972  
P.O. BOX 419267  
KANSAS CITY, MO 64141-6267

827564972968913574810003801151000000010000000100000011121711

X

ACCOUNT NUMBER 827564972 DATE 11/17/2011 INVOICE NUMBER 9689135748 AMOUNT DUE 3,801.15

FOR COMMENTS OR CHANGE OF ADDRESS, ENTER INFORMATION ON REVERSE SIDE.

SDG Systems, LLC

330 Perry Highway  
Suite 200  
Harmony, PA 16037

# Invoice

Date	Invoice #
11/3/2011	4945

Bill To
Lower Rio Grande Valley Dev. Council Attn: Carolina 301 W. Railroad St. Weslaco, TX 78596

Ship To
LRGVDC 301 W. Railroad St. Weslaco, TX 78596

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
14380	Net 30		11/3/2011	UPS		
Quantity	Item Code	Description			Price Each	Amount
2	RICOH-174393	Ricoh G700SE Camera with battery and charger (List \$949) WN03103025 WN03101707			849.00	1,698.00T
2	RICOH-174533	Ricoh GP-1-GPS with Compass for G700SE Camera WP13102456 WP13102458			479.00	958.00T
2	SDSDQ-2048-A1...	San Disk 2GB Micro SD card			19.00	38.00T
2	DOL-WB-3590	Dolica WB-3590 medium camera case			25.00	50.00T
2	Wind-CA300	Ricoh G700SE Desktop DB-65 Battery Charger, includes 12 volt cigarette lighter adapter			20.00	40.00T
	Shipping Charge	Free Ground Shipping 1Z47Y30A0393495035			0.00	0.00
<p>For LRGVDC Finance Dept. Approved Homeland Security Date <u>11/15/11</u></p> <p><b>PAID</b></p>						
<b>Subtotal</b>						\$2,784.00
<b>Sales Tax (0.0%)</b>						\$0.00
<b>Total</b>						\$2,784.00
<b>Balance Due</b>						\$2,784.00

*Upgrade due to discontinued 500SE series*

Phone #
1-724-452-9366

E-mail
renee@sdgsystems.com