

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN CAMERON COUNTY and HIDALGO COUNTY
(FY2009 MMRS Mass Fatality Project- 1 Fatality Trailer;
2 Radios & Accessories; and 1 Mast with Antennas)**

This Agreement made on this _____ day of _____, 2012, by and between the **CAMERON COUNTY** hereinafter referred to as "Cameron County," and **HIDALGO COUNTY**, hereinafter referred to as the "Hidalgo 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, Cameron County is a form of county government in Brownsville, Texas;

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

WHEREAS, LRGVDC, Cameron County, and Hidalgo 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 FY2009 Homeland Security Grant Program (SHSP), hereinafter referred to as the "FY 2009 MMRS Grant;"

WHEREAS, the Equipment was purchased by the LRGVDC through the FY 2009 MMRS Grant and delivered to the possession of Cameron County;

WHEREAS, the Equipment will remain the property of the Federal Emergency Management Agency (FEMA) and in LRGVDC's inventory records until April 15, 2015 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 Cameron County and Hidalgo County;

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

WHEREAS, Cameron County and Hidalgo 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, Cameron County and Hidalgo 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 April 15, 2015 or otherwise specified by the State Administrative Agency, at which time Hidalgo County through the Cameron County – LRGVDC permanent loan MOU will obtain ownership of the equipment.
3. Hidalgo County agrees to meet eligibility status upon receiving grant funded equipment and must maintain eligibility status in accordance with the SAA eligibility requirements.
4. Hidalgo County agrees to, at a minimum; provide the equivalent insurance coverage for all such equipment listed in Appendix "A".
5. Hidalgo 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. Hidalgo County agrees to notify Cameron County in writing within ten (10) days should equipment be lost, stolen, or otherwise made unusable.
7. Hidalgo County agrees to provide an annual accounting of the equipment to Cameron County for the purposes of grant reporting to LRGVDC.
8. Hidalgo County agrees, within 60 days of receiving equipment, to tag equipment with appropriate identification labels in accordance with Hidalgo County Procedures and grant guidance tag requirements. (Homeland Security Grant Equipment and Grant Year, example: FY2009 HSGP/MMRS).
9. Cameron 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 2009-SS-T9-0064, and Appendix C – “Terms and Conditions” of the FY2009 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 Cameron County and Hidalgo County, and not otherwise.

A. Administrative Requirements

1. OMB Circular A-102, State and Local Governments (10/07/94, 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)

13. **Notice.** Except as many be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Cameron County: Attention: Honorable Carlos H. Cascos, CPA
County Judge, Cameron County
1100 E. Monroe St.
Dancy Building, Second Floor
Brownsville, Texas 78520

If to Hidalgo County: Attention: Honorable Ramon Garcia
County Judge, Hidalgo County
1615 S. Closner
Suite J
Edinburg, TX. 78539

Each notice, demand, request or communication, which shall be delivered or mailed in the manner described above, shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

14. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

15. **Successors.** This Agreement shall be binding upon and to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns where permitted by this Agreement.

16. **Assignments.** This Assignment shall not be assignable.

17. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of any paragraph hereof.

18. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

19. **Authority to Execute.** The execution and performance of this Agreement by Cameron 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 Cameron County and Hidalgo County in accordance with its terms.
20. **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.
21. **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.
22. **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 Cameron

County of Hidalgo

Honorable Carlos H. Cascos, CPA
County Judge, Cameron County

Honorable Ramon Garcia
County Judge, Hidalgo County

Attested by:

Joe G. Rivera,
Cameron County Clerk

Appendix "A"
Hidalgo County Mass Fatality Project

Refrigerated Trailers

Qty/Hours	Description	
1	Refrigerated Mortuary Response Trailers Trailer #1 : VIN 5UZBE1825BD017528 Model : BN818TA-5200 Generator : 0057470 Serial # : 5849015	COST: \$36,450.00


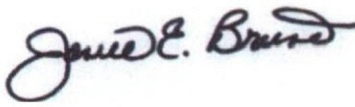

Radios

2	Model # H46UCH9PW7BN SERIAL NUMBERS 205CMM 1935 and 1936 ENH: SOFTWARE TRUNKING 9600 BAUD ENH: 3600/9600 INTEROPERABILITY ENH: PROGRAMMING OVER P25 ENH: RADIO PACKET DATA IMPRES CHARGER	COST: \$6,833.50
---	---	-------------------------

Masts & Antennas

1	Pneumatic Mast 7-34 STDNL CLR ADZ CE Wilburt Serial # 56078 (HIDALGO COUNTY)	
1	2.0 Gal. Tank Air Source Kit High Flow-150 PSI Compressor, 12 Volt	
60	120 - NYCOIL 1.25" Cable Conduit	
2	2 - 90 Degree Elbow Strain Relief	
7	14 - Misc. Materials for Installation	
187.50	375 - Standard Freight Shipping	
36	Complete Upfit/Installation of 7-34 Will-Burt Mast into HCHD Trailer	
1	2 - Interoperable mobile VHF/UHF/700-800 MHz NMO mount antenna. Includes 10' LMR195 feedline from antenna to tri-band coupler with (3) 3"; LMR195 feedlines to the radios	COST: \$11,759.25

TOTAL AMOUNT: \$55,042.75

	<p>Texas Department of Public Safety</p> <p>2009 Sub-Recipient Award for <i>Lower Rio Grande Valley Development COG</i></p>						
<p>Date of Award September 29, 2009</p>							
<p>1. Sub-Recipient Name and Address</p> <p>Executive Director Ken Jones, Jr. Lower Rio Grande Valley Development COG 301 W. Railroad St. Weslaco, TX 78596</p>	<p>2. Prepared by: Denson, Erin 3. SAA Award Number: 09-SR 99013-04</p> <p>4. Federal Grant Information</p> <p>Federal Grant Title: Homeland Security Grant Program</p> <hr/> <p>Federal Grant Award Number: 2009-SS-T9-0064</p> <p>Date Federal Grant Awarded to TxDPS: August 1, 2009</p> <hr/> <p>Federal Granting Agency: Department of Homeland Security FEMA Grant Programs Directorate</p>						
<p>5. Award Amount and Grant Breakdowns</p>							
<p>MMRS Award Amount (Federal)</p> <p>CFDA: 97.067</p> <p>\$582,862.65</p>	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <th colspan="2">Grant Period:</th> </tr> <tr> <td style="text-align: center;">From: Aug 1, 2009</td> <td style="text-align: center;">To: April 15, 2015</td> </tr> <tr> <td colspan="2" style="text-align: center; font-size: small;">(The SAA must receive all Invoicing by the end of grant period)</td> </tr> </table>	Grant Period:		From: Aug 1, 2009	To: April 15, 2015	(The SAA must receive all Invoicing by the end of grant period)	
Grant Period:							
From: Aug 1, 2009	To: April 15, 2015						
(The SAA must receive all Invoicing by the end of grant period)							
<p>6. Statutory Authority for Grant: This project is supported under Department of Homeland Security Appropriations Act, 2009 (Public Law 110-329).</p>							
<p>7. Method of Payment: Primary method is reimbursement.</p>							
<p>8. Debarment/Suspension Certification: 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 http://www.epls.gov. 2.8.9029.0</p>							
<p>9. Agency Approval</p>							
<p>Approving TxDPS Official:</p> <p>Janice E. Bruno, Administrator State Administrative Agency Texas Department of Public Safety</p>	<p>Signature of TxDPS Official:</p> 						
<p>10. Sub-Recipient Acceptance</p>							
<p>I have read and understand the attached Terms and Conditions.</p>							
<p>Type name and title of Authorized Sub-Recipient official</p> <p>Kenneth N. Jones, Jr. Executive Director Lower Rio Grande Valley Development Council</p>	<p>Signature of Sub-Recipient Official:</p> 						
<p>11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:</p> <p>74-1586916</p>	<p>U. Date Signed:</p> <p>10/23/09</p>						
<p>13. DUE DATE: November 18, 2009</p> <p>Signed award end Direct Deposit Form (If applicable) must be returned to TxOPS on or before the above due date.</p>							

2009 TERMS AND CONDITIONS
Homeland Security Grant Program (HSGP)

FY 2009 HSGP is comprised of four separate grant programs:

- State Homeland Security Program (SHSP)
- Urban Areas Security Initiative (UASI)
- Metropolitan Medical Response System (MMRS)
- Citizen Corps Program (CCP)

Parties to Sub-recipient Agreement

This Sub-recipient agreement is made and entered into by and between the Texas Division of Emergency Management/State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "TDEM," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, TDEM and the Sub-recipient are collectively hereinafter referred to as the "Parties." By this Sub-recipient agreement's execution, the Parties have severally and collectively agreed to be bound to the mutual obligations and to the performance and accomplishment of the tasks described in this Sub-recipient agreement. The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2009 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and in the agreement. The Sub-recipient must also certify to the statements provided in Exhibits B and C by signing and returning a copy of these documents with the Sub-recipient Agreement.

Overview, Special Conditions and Performance Standards

A. Overview.

State Homeland Security Grant (SHSP)

The State Homeland Security Program (SHSP) is a core assistance program that provides funds to build capabilities at the State and local levels and to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report. SHSP supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

Urban Areas Security Initiative (UASI)

Urban Areas Security Initiative (UASI) program funds address the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and assist them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

Metropolitan Medical Response System (MMRS)

The MMRS program supports the integration of emergency management, health, and medical systems into a coordinated response to mass casualty incidents caused by any hazard. MMRS Grantees will reduce the consequences of a mass casualty incident during the initial period of a response by having augmented existing local operational response systems before the incident occurs.

Citizen Corps Program (CCP)

The Citizen Corps mission is to bring community and government leaders together to coordinate the involvement of community members and organizations in emergency preparedness, planning, mitigation, response, and recovery.

B. Special Conditions

SHSP

Activities implemented under SHSP must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

The recipient may only fund projects that were included in the FY 2009 State Investment Justifications which were submitted and approved by DHS/FEMA. Use of SHSP funds must be consistent with and supportive of implementation of the State Homeland Security Strategy and State Preparedness Report. Linkages between specific projects undertaken with SHSP funds and strategic goals and objectives will be highlighted through regular mechanisms, including the Biannual Strategy Implementation Report (BSIR).

As defined in the FY 2009 grant guidance, the FY 2009 SHSP will focus on two objectives as the highest priorities. These two objectives are:

1. **National Priority: Strengthen Information Sharing and Collaboration Capabilities – Maximizing Information Sharing via the National Network of Fusion Centers;**
2. **National Priority: Strengthen Medical Surge and Mass Prophylaxis – Developing and Enhancing Health and Medical Readiness and Preparedness Capabilities.** These two priorities are in addition to the priorities for all programs under the Homeland Security Grant Program and, if applicable, the Law Enforcement Terrorism Prevention Activities Priorities.

A personnel cap of up to 50% of total program funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, the use of Homeland Security Grant Program grant funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

Since a separate LETPP grant program for Law Enforcement Terrorism Prevention Activities was not created for FY 2009, the State is required to ensure that local and state sub-grantees expend at least 25 percent of their SHSP award funds towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities.

UASI

Allocations and use of grant funding must support and be coordinated with the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. The recipient may only fund projects that were included in the FY 2009 Urban Area Investment Justifications which were submitted and approved by DHS/FEMA. The recipient agrees that funds utilized to establish or enhance designated state and Urban Area fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's Baseline Capabilities for State and Major Urban Area Fusion Centers, a supplement to the Fusion Center Guidelines, located at <http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf>. The recipient agrees to fund any multi-state or multi-urban area investments that were included in the FY2009 Investment Justification that was submitted to GPD and received a bonus in the effectiveness analysis.

A personnel cap of up to 50% of total program funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, the use of Homeland Security Grant Program grant funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

MMRS

MMRS is a local grant which will require each MMRS Jurisdiction establish a single Point of Contact (POC) who will serve as the responsible contact for MMRS implementation, activities, and procurement for the jurisdiction as lead and in coordination with a Jurisdictional MMRS Steering Committee. The POC and MMRS Steering Committee will integrate local emergency management, health and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework; promote regional coordination of mutual aid with neighboring localities; regularly validate the jurisdictions local emergency response capability to a mass casualty incident by means of an exercise or other validation means; collaborate with local, regional, and State health and medical partners, such as Medical Reserve Corps Units and Citizen Corps Councils, as well as leverage other

Federal programs, such as the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response (DHHS-ASPR) Hospital Preparedness Program and Emergency Systems for Advance Registration of Volunteer Health Professionals (ESAR-VHP), Center for Disease Control and Prevention Cities Readiness Initiative and Strategic National Stockpile, to coordinate and support plans, processes and strategies related to, but limited to: Continuity of Government; Continuity of Operations; Equipment and Supplies Procurement; Fatality Management; Forward Movement of Patients; Hospital Evacuation; Interoperable Communications; Patient Tracking; Pharmaceutical and Medical Supply Management and Distribution; Public Education; Outreach and Information; Recruiting Volunteers; and Training; ensure the "MMRS Leadership" is fully represented on the Urban Area Working Group in cases where a MMRS grant is awarded and a UASI program exists; ensure all neighboring MMRS subgrantees actively and demonstratively collaborate to develop a regional plan that supports the MMRS mission in that region in cases where MMRS subgrantees are located adjacent to one another and implement an Investment Justification that clearly identifies the size of the populations included in the planning and operational areas supported by the MMRS grant. The Metropolitan Medical Response System (MMRS) provides funds to build capabilities at the State and local levels to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report. MMRS supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, MMRS supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

Activities implemented under MMRS must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

Use of MMRS funds must be consistent with and supportive of implementation of the State Homeland Security Strategy and State Preparedness Report. Linkages between specific projects undertaken with MMRS funds and strategic goals and objectives will be highlighted through regular mechanisms, including the Biannual Strategy Implementation Report (BSIR)

As defined in the FY 2009 grant guidance, the FY 2009 MMRS will focus on two objectives as the highest priorities. These two objectives are:

1. National Priority: Strengthen Information Sharing and Collaboration Capabilities – Maximizing Information Sharing via the National Network of Fusion Centers;
2. National Priority: Strengthen Medical Surge and Mass Prophylaxis – Developing and Enhancing Health and Medical Readiness and Preparedness Capabilities. These two priorities are in addition to the priorities for all programs under the Homeland Security Grant Program and, if applicable, the Law Enforcement Terrorism Prevention Activities Priorities.

CCP

The sub-recipient must register their Citizen Corps Council on the Citizen Corps website <http://www.citizencorps.gov> and manage their program and information on the site. Citizen Corps Councils must include representatives of emergency management, homeland security, law enforcement, fire service, medical services/public health or their designee, elected officials, the private sector, private non-profits, non-governmental organizations and advocacy groups for special needs populations. In addition, representatives from existing Citizen Corps programs, such as Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), Community Emergency Response Team (CERT), Neighborhood Watch, and Fire Corps should be included on the Citizen Corps Council. Where applicable, a Metropolitan Medical Response System representative should also be included on the Citizen Corps Council.

All allocations and use of funds under this grant must be in accordance with the FY 2009 HSGP Guidelines and Application Kit found at - <http://www.fema.gov/government/grant/hsgp/index.shtm>. All award Sub-recipients are required to have read, understood and accepted the FY 2009 HSGP Guidance and Application Kit as binding.

C. **Standard of Performance.** The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Council of Governments (COG) and by the State Administrative Agency (SAA). The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement and the:

1. Applicable Laws and Regulations, hereinafter referred to as "Exhibit A";
2. Certifications, hereinafter referred to as "Exhibit B"; and

3. Certification Regarding Lobbying for Sub-recipient Agreements, Grants, Loans, and Cooperative Agreements, hereinafter referred to as "Exhibit C".

D. **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 TDEM 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 TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved.

TDEM Obligations

A. **Measure of Liability.** TDEM shall be liable for actual and reasonable costs incurred by the Sub-recipient during the Sub-recipient agreement period for performances rendered under this Sub-recipient agreement by the Sub-recipient, subject to the limitations set forth in this Section. TDEM shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

B. **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 TDEM 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 TDEM under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement.

C. **Excess Payments.** The Sub-recipient shall refund to TDEM any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by TDEM or that TDEM determines has resulted in overpayment to the Sub-recipient that TDEM 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 TDEM within thirty (30) days after TDEM requests such refund.

Suspension

Notwithstanding the provisions of Chapter 2251, Texas Government Code, in the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, TDEM 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

A. **TDEM's Right to Terminate.** TDEM 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 TDEM determines that the Sub-recipient has failed to comply with any of this Sub-recipient agreement's terms. TDEM 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.

B. **Parties' Right to Terminate.** In addition to TDEM's right to terminate specified in Subsection A of this section, both Parties shall have the right to terminate this Sub-recipient agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this Sub-recipient agreement would not produce beneficial results commensurate with the further expenditure of Sub-recipient agreement funds. The Parties shall agree, in writing, upon the termination conditions, including the effective date of termination and in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Conflict of Interest

The Sub-recipient shall operate in a manner to avoid any potential conflict of interest, real or apparent, and comply with the related requirements of the Uniform Grant Management Standards (UGMS).

A. **Financial Interest Prohibited.** A conflict of interest may arise when the employee, officer or agent; any member of his or her immediate family; his or her partner; or, any organization that employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform a subcontract pursuant to this Sub-recipient agreement. The Sub-recipient shall ensure that no employee, officer, or agent of the Sub-recipient shall participate in the

selection, in the award or administration of a subcontract supported by Sub-recipient agreement funds pursuant to this Sub-recipient agreement and comply with Chapter 171, Texas Local Government Code.

B. Other Prohibited Interests. In all cases not governed by Subsection A of this Section and except for eligible administrative or personnel costs, no person who is an employee, agent, consultant, officer, elected official, appointed official of the Sub-recipient or of a subcontractor of the Sub-recipient who exercises or have exercised any functions or responsibilities with respect to the activities assisted under this Sub-recipient agreement or any other DHS/FEMA Sub-recipient agreement who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, have an interest in or benefit from the activity or have any interest in any Sub-recipient agreement, subcontract or agreement with respect to the activities or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

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

Monitoring

TDEM 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, TDEM 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 Sections above.

Audit

A. 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.

B. TDEM's Right to Audit. Notwithstanding Subsection A of this Section, TDEM 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 TDEM or its authorized representative to audit the Sub-recipient's records and to obtain any documents, materials or information necessary to facilitate such audit.

C. Sub-recipient's Liability for Disallowed Costs. The Sub-recipient understands and agrees that it shall be liable to TDEM 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 TDEM 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.

D. 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 TDEM 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.

Reimbursement

Sub-recipient agrees to make no request for reimbursement prior to return of this agreement signed by the authorized Sub-recipient representative. Sub-recipient also agrees to make no request for reimbursement for goods or services procured by Sub-recipient prior to the performance period start date of this agreement.

A. Request for Advance or Reimbursement. The Sub-recipient shall submit to TDEM, a properly completed Local Purchase Submission Cover Sheet as often as actually needed. TDEM retains the authority to approve or deny amount requested and shall not make disbursement of any such payment until TDEM has reviewed and approved such a request. The Local Purchase Submission Cover Sheet shall be supported by documentation as required by the SAA, currently referenced on the SAA web-based grants management system, and may be revised in subsequent policy updates.

B. Request for Advance Funds and Transfer of Funds. The Sub-recipient's requests for an advance of Sub-recipient agreement funds shall be limited to the minimum amounts needed for effective operation of their project(s) under this Sub-recipient agreement and shall be timed as closely as possible to be in accord with actual cash requirements. The

Sub-recipient shall establish procedures to minimize the time elapsing between the transfer of funds from TDEM to the Sub-recipient and shall ensure that such funds are disbursed within fifteen (15) days unless extenuating circumstances can be documented.

C. Payment Contingent. Notwithstanding the provisions of Subsection A of this Section, payments under this Sub-recipient agreement are contingent upon the Sub-recipient's performance of its contractual obligations.

D. Source Documentation Requirement: Sub-recipients must provide proof of payment documentation with all reimbursement requests submitted for processing. The following is a list of acceptable proof of payment documents:

- o Copy of cancelled check
- o Screen print of General Ledger account showing funds have been encumbered
- o Credit Card Statement showing purchase of the items
- o Payroll journal for individuals showing rate of pay and hours worked
- o Copy of invoice stamped "paid" with the date, vendor initials and check number for reference

National Incident Management System (NIMS) and the Incident Command System (ICS)

Sub-recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. NIMS compliance for 2009 must be achieved by completing required actions outlined by FEMA and TDEM.

For a more detailed description of these requirements, as well as other NIMS implementation requirements, see <http://www.fema.gov/emergency/nims/CurrentYearGuidance.shtml>

NIMSCAST Requirements

To be eligible to receive FY 2009 DHS funding, local primary jurisdictions and tribes must have achieved 100% compliance with the FY 2008 NIMS compliance objectives and metrics in the NIMSCAST by January 30, 2009.

All State and territory grantees were required to submit their compliance assessment via the NIMSCAST by September 30, 2008 in order to be eligible for FY 2009 preparedness programs.

Additional information on achieving NIMS compliance is available through the FEMA National Integration Center (NIC) Incident Management Systems Integration (IMSI) Division at <http://www.fema.gov/emergency/nims/>.

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 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.

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 register as a 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 2009 Indirect Cost Allocation Plan signed by Cognizant Agency. 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 09 COG Statement of Work.

H. The State's 24 planning regions are voluntary associations of local governments organized pursuant to state law as regional planning commissions, councils of government, development councils, and area councils. It is recognized that

one of the major functions of state planning regions as homeland security grant Sub-recipients is to perform a wide variety of planning and some program administration for both their region and on behalf of the cities and counties within the region that may also be homeland security grant Sub-recipients.

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. TDEM/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, TDEM/SAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, TDEM/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.

C. TDEM/SAA will unilaterally close out this grant if sub-recipient does not reconcile account and sign closeout GAN by the 60th day after the sub-recipient performance period ends.

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 TDEM/SAA prior to obligation or expenditure of such funds. U.S. Department of Justice Financial Guide (Part III Chapter 15) <http://www.ojp.usdoj.gov/financialguide/>

B. In cases where local funding is established by COGs, release of funds by TDEM is contingent upon regional funding allocation approval by the Sub-recipient's COG governing board.

C. Notwithstanding any other agreement provisions, the parties hereto understand and agree that TDEM's obligations under this agreement are contingent upon the receipt of adequate funds to meet TDEM's liabilities hereunder. TDEM 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.

D. 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 to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

Chief
Division of Emergency Management
State Administrative Agency
PO Box 4087
Austin, TX 78773-0220

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 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. 2C.F.R. Part 225, Cost Principles for State, Local and Tribal Governments (OMB Circular A-87)
2. 2C.F.R. Part 220, Cost Principles for Education Institutions (OMB Circular A-21)
3. 2C.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.

Retention and Accessibility of Records

- A. 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 as described in Exhibit A.
- B. 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, TDEM, 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, Chapter 552, Texas Government Code.
- C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Subcontracts

- A. TDEM's Approval of Subcontract and Liability. The Sub-recipient may subcontract for performances described in this Sub-recipient agreement without obtaining TDEM's prior written approval.
- B. Sub-recipient Liability. In no event shall any provision of this Section be construed as relieving the Sub-recipient of the responsibility for ensuring that the performances rendered under all subcontracts comply with all of this Sub-recipient agreement's terms as if such performances rendered were rendered by the Sub-recipient. TDEM's approval under this Section does not constitute adoption, ratification or acceptance of the Sub-recipient's or a subcontractor's performance.
- C. Applicable Law. The Sub-recipient shall comply with 44 C.F.R. § 13.1-13.52 and all applicable federal and state laws outlined in Exhibit A and local laws, regulations and ordinances related to making procurements under this Sub-recipient agreement.

Legal Authority

- A. 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.
- B. 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.

Notice of Litigation and Claims

The Sub-recipient shall give TDEM immediate notice in writing of:

1. any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out the performance of any subcontract under this Sub-recipient agreement; and
2. any claim against the Sub-recipient, the cost and expense of which the Sub-recipient may be entitled to be reimbursed by DHS/FEMA grant programs.

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

Indemnification

To the extent permitted by law, the Sub-recipient agrees to hold TDEM harmless and to indemnify TDEM from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party occurring or in any way incident to, arising out of or in connection with the services to be performed by the Sub-recipient pursuant to this Sub-recipient agreement.

Changes and Amendments

- A. 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.
- B. Authority to Amend. During the period of this Sub-recipient agreement's performance TDEM 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 TDEM 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.
- C. 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. Federal Emergency Management Agency (FEMA) periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. FEMA's National Preparedness Directorate Information Bulletins can be accessed at <http://www.ojp.usdoj.gov/odp/docs/bulletins.htm> and are incorporated by reference into this sub-grant.

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.

Oral and Written Agreements

- A. Prior Agreements. All oral and written agreements between the Parties relating to this Sub-recipient agreement's subject matter that were made prior to Date of Execution have been reduced to writing and are contained in this Sub-recipient agreement.
- B. Exhibits. The exhibits enumerated and denominated in the agreement are hereby made a part of this Sub-recipient agreement and constitute promised performances by the Sub-recipient in accordance with the Sub-recipient agreement and the Exhibits.
- C. Commissioner's Signature. ~~This Sub-recipient agreement is not effective unless signed by the Chief of TDEM or by his authorized designee.~~

Waiver

Any right or remedy provided for in this Sub-recipient agreement provision shall not preclude the exercise of any other right or remedy under this Sub-recipient agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at any time.

Venue

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

EXHIBIT A

THE APPLICABLE LAWS AND REGULATIONS

The Sub-recipient shall comply with OMB Circular A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Sub-recipients shall also comply with 2C.F.R. Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, 2C.F.R. Parts 225, State and Local Governments, Part 220, Educational Institutions; and Part 230, Non-Profit Organizations. Compliance with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial organizations is required. 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 hereunder and specified in State Administrative Agency Information Bulletins, Texas Uniform Grants Management Standards (UGMS) and Paragraph A through M of this Exhibit.

A. CIVIL RIGHTS - Title VI of the Civil Rights Act of 1964, as amended. (42 U.S.C. § 2000d et seq.); (44 C.F.R. 7.1)
<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+2957+3++%28civil%20ri>
http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr7_07.html

B. HANDICAP AND ARCHITECTURAL BARRIERS - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); (44 C.F.R. 16.101)

<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+363+0++%28Handicap%29> ;
<http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=16&SECTION=101&TYPE=TEXT> ;
The Sub-recipient shall ensure that the plans and specifications for construction of, improvements to, or the renovation of buildings, related to this project have been received by the Texas Department of Licensing and Regulation (TDLR) concerning the elimination of architectural barriers encountered by persons with disabilities as specified in Chapter 469, Texas Government Code. <http://www.statutes.legis.state.tx.us/?link=GV>

C. ENVIRONMENTAL LAW AND AUTHORITIES - In accordance with the provisions of law cited in 44 C.F.R. § 10.8, the responsible entity shall assume the environmental responsibilities for projects under programs cited in §10.1, and in doing so shall comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 C.F.R. parts 1500 through 1508.

http://www.access.gpo.gov/nara/cfr/waisidx_07/40cfr1501_07.html ; (44 C.F.R. 10.1)
http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr10.1.htm

D. LABOR STANDARDS - The Davis-Bacon Act, as amended (40 U.S.C. § 3142)

<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1723+1++%28%29%20%20A> ;
The Contract Work Hours & Safety Standards Act (40 U.S.C. § 3702)
<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1765+1++%28%29%20%20A> ;
The Copeland "Anti-Kickback" Act (18 U.S.C. § 874)
<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t17t20+511+0++%28%29%20%20AN>

E. FREEDOM OF INFORMATION ACT - (5 U.S.C. 552); (44 C.F.R. 5.1)

http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr5.1.htm ;
<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t05t08+26+0++%28information%20>

F. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 - If the Sub-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and (Federal Assurance) - (42 U.S.C. 4601); (44 C.F.R. 25.1)

<http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=25&SECTION=1&TYPE=TEXT>
<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+4568+1++%28%29%20%20A>

G. FAITH-BASED ACTIVITIES - Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 Fed. Reg. 77141) <http://edocket.access.gpo.gov/2002/pdf/02-31831.pdf>

H. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AND THE INCIDENT COMMAND SYSTEM (ICS) - Sub-Recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. <http://www.fema.gov/emergency/nims>

I. **PROGRAM INCOME** - If a Sub-recipient 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 Uniform Rule 28C.F.R. Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr66_03.html and the Uniform Rule 28C.F.R. Part 70, Uniform Administrative Requirements for Grants and Agreements (including sub-awards) with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html. Sub-recipients must report any interest earned to TDEM/SAA. Any interest earned in excess of \$100 must, on a quarterly basis, be remitted to:

United States Department of Health and Human Services
Division of Payment Management Services
P.O. Box 6021
Rockville, MD 20852

J. **AUDITS** - 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 under the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26)

<http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=13&SECTION=26&TYPE=TEXT> ;
http://www.dhs.gov/xopnbiz/grants/gc_1162481125903.shtm

K. **GRANT ADMINISTRATION** - The Sub-recipient will also comply with Texas Government Code, Chapter 783, <http://www.statutes.legis.state.tx.us/?link=GV> ; and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements, [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141)

Sub-recipients must also comply with 44, C.F.R., Part 13,

http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr13_07.html;

with 2C.F.R. Part 215 http://www.access.gpo.gov/nara/cfr/waisidx_08/2cfrv1_08.htm#215 , 2C.F.R. Part 225, Part 220 and Part 230.

L. **PROPERTY ADMINISTRATION** – TAC Title 1, Part 5, Chapter 116,

[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=3&ti=1&pt=5](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&ti=1&pt=5)

M. **PUBLICATIONS** – 44 C.F.R., Section 13.34

<http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=13&SECTION=34&TYPE=TEXT>

1. 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 Recipient agrees to consult with NPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

2. The Sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the National Preparedness Directorate, United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Homeland Security."

EXHIBIT B

CERTIFICATIONS

I, **Kenneth N. Jones** as the authorized official of the **Lower Rio Grande Valley Development Council**, hereinafter referred to as the "Sub-recipient," certify the following with respect to the expenditure of Sub-recipient agreement funds.

A. The Sub-recipient shall minimize displacement of persons as a result of activities assisted with Sub-recipient agreement funds.

B. The program shall be conducted and administered in conformity with the Civil Rights Act of 1964, as amended, (42 U.S.C. § 2000a et seq.); Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. § 794); Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. § 1681 et. seq.); The Age Discrimination Act of 1975, as amended, (20 U.S.C. § 6101 et. seq.).

C. As specified by TDEM and FEMA, in the event that displacement of residential dwellings shall occur in connection with a project assisted with HSGP funds, the Sub-recipient shall follow a residential anti-displacement and relocation assistance plan.

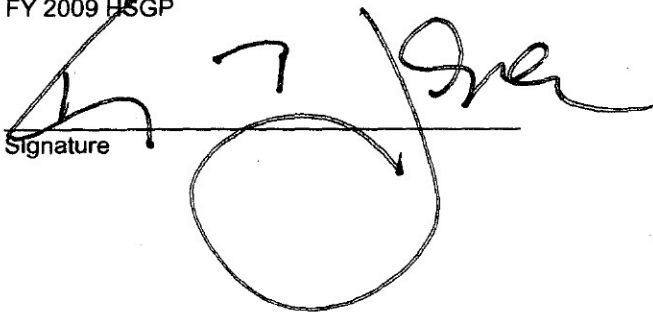
D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28C.F.R. Part 67, Section 67.510. (Federal Certification) The Sub-recipient certifies that it and its principals and vendors:

1. Are not 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.epls.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/.
2. 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;
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 application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
5. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (Federal Certification)

E. Sub-recipient understands and certifies that it will not 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 National Preparedness Directorate.

F. 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.

FY 2009 HSGP

Signature 

Date 10/23/09

EXHIBIT C

**CERTIFICATION REGARDING LOBBYING FOR
SUB-RECIPIENT AGREEMENTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

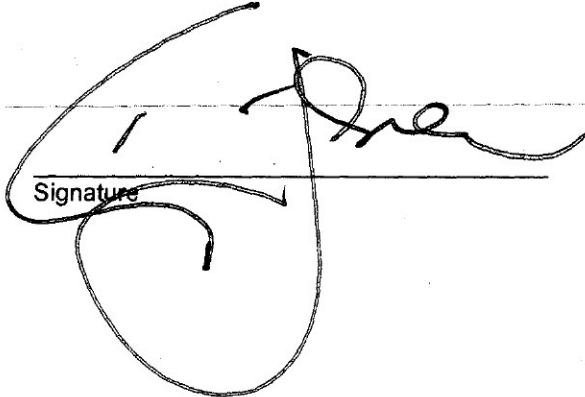
The undersigned, **Kenneth N. Jones**, as the authorized official of the Lower Rio Grande Valley Development Council certifies the following to the best of his/her knowledge and belief.

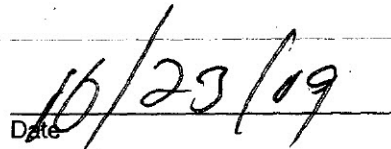
A. No federal appropriated funds have been paid or shall be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal Sub-recipient agreement, 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 Sub-recipient agreement, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or shall 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 of a member of Congress in connection with this federal Sub-recipient agreement grant, loan or cooperative agreement, the undersigned shall complete and submit standard form Disclosure Form to Report Lobbying form 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 including sub-contracts, sub-grants and Sub-recipient agreements 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 that 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 31 U.S.C § 1352. 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.


Signature


Date

Invoice

Date	Invoice #
6/6/2011	0284

Bill To
Lower Rio Grande Valley DC 311 N. 15th Street McAllen TX 78501

Ship To
Lower Rio Grande Valley DC 311 N. 15th Street McAllen. TX 78501

P.O. Number	Terms	Rep	Ship	Via	Due Date
12749	Net 30	MR	6/6/2011	Delivery	7/6/2011

Quantity	Item Code	Description	U/M	Price Each	Backordered	Amount
2	MRS-20BT	20 Body Refrigerated Remains Trailer TLRF8184 (8x18 / 10.000# GVWR) Extra Height (76 Interior) Rear Ramp Door Ramp Gap Cover Ramp Extension Tongue Extension Spare Tire Spare Tire Mount Skid Resistant Floor and Ramp (Washable) 3/8" Sidewall Liner with Kemplite / FRP Wall Covering R5 Sidewall Insulation Kemplite / FRP Ceiling Liner w/ Insulation R5 Ceiling Insulation 24" Stone Guard Wall Mounted E-Track 12 Volt Interior Light 4' Interior Fluorescent Light Fixture w/ Diffuser 110 Volt Wall Switch 12 Volt Recessed Batter Box w/ Charger 12 Volt Wall Switch 30 Amp Service Panel w/ Shoreline 15 Amp Service Panel W/ Motor Base 12 Volt Loading Lights Refrigeration Unit 6500 Watt Generator Vented Generator Box		36,450.00	0	72,900.00

Please Remit Payment To:

4102 Highway 29 North
Belton, SC 29627
P-864-261-5151

Subtotal

Total

Invoice

Date	Invoice #
6/6/2011	0284

Bill To
Lower Rio Grande Valley DC 311 N. 15th Street McAllen TX 78501

Ship To
Lower Rio Grande Valley DC 311 N. 15th Street McAllen, TX 78501

P.O. Number	Terms	Rep	Ship	Via	Due Date	
12749	Net 30	MR	6/6/2011	Delivery	7/6/2011	
Quantity	Item Code	Description	U/M	Price Each	Backordered	Amount
		Cadaver Storage Racks Plastic Cadaver Storage Tray Custom Wheel Box Materials and Labor Freight				

Please Remit Payment To:

4102 Highway 29 North
Belton, SC 29627
P-864-261-5151

Subtotal

Total

COPY



MOTOROLA

MOTOROLA SOLUTIONS, INC.
1301 E. Algonquin Road
Schaumburg, IL 60196

Visit our website at: www.motorola.com

INVOICE

Page 1 of 1

TOTAL INVOICE AMOUNT:	\$13,667.00
MOTOROLA INVOICE NUMBER:	13848589
INVOICE DATE:	07/01/2011
PAYMENT DUE:	07/31/2011
CUSTOMER ACCOUNT NUMBER:	1036072114 0001
PURCHASE ORDER DATE:	06/08/2011
YOUR P.O.#:	13427

145

BILL TO LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

311 N 15TH
MC ALLEN, TX 78501

SHIP TO TRI-COUNTY COMMUNICATIONS INC
Vickie Wilt
1421 E PIKE ST
WESLACO, TX 78596

*For questions concerning this Invoice please contact
Motorola at: 1-888-567-7347*

00046-00046-00046

Payment Terms: NET 30 DAYS FROM INVOICE DATE

Motorola Solutions, Inc. Federal Tax Id: 36-1115800

Sales Order Number: 0958530060243

Ultimate Destination: LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, 311 N 15TH, MC ALLEN, TX 78501

Invoice Detail

Item	Model Number	Qty	Description	Unit Price	Amount
1	H46UCH9PW7BN	4	XTS2500 762-870MHZ/ 1-3W/ 870 CHANN SERIAL NUMBERS 205CMM1933 through 205CMM1936	1,462.50	5,850.00
1a	Q574	4	ENH: SOFTWARE TRUNKING 9600 BAUD	1,256.25	5,025.00
1b	Q883	4	ENH: 3600/9600 INTEROPERABILITY	375.00	1,500.00
1c	G996	4	ENH: PROGRAMMING OVER P25	75.00	300.00
1d	Q947	4	ENH: RADIO PACKET DATA	150.00	600.00
2	WPLN4111 R	4	IMPRES CHARGER	98.00	392.00
SUBTOTAL					13,667.00
Carrier: ABF					
PLEASE PAY THIS AMOUNT (PAYMENT DUE: 07/31/2011)					13,667.00

PAID

[Signature]
Approved Homeland Security
Date *7/11/11*

Detach here and return bottom portion with your payment.

IM1A_1

COPY

Radio Communications

1829 N. 77 Sunshine Strip

Harlingen

Phone: 956-412-5122

Fax: 956-412-5129

Email: mike@radiocommrgv.com

TX 78550-4251

Date: 9/16/2010

Invoice Number: 8949

PO Number: 11748

Due Date: 10/16/2010

Shipping Method:

Billing Address

Lower R.G. Valley Dev. Council

Shipping Address

Lower R.G. Valley Dev. Council

Item	Description	Qty/Hours	Price/Rate	Total
906025	Special Order*** PNEU MAST 7-34 STDNL CLR ADZ CE	2	5,665	11,330.00
20005-TNK	Special Order *** 2.0 Gal. Tank Air Source Kit High Flow-150 PSI Compressor, 12Volt	2	1,170	2,340.00
810918	Special Order *** NYCOIL 1.25" CABLE CONDUIT (PER FOOT)	120	23	2,760.00
900574	Special Order *** 90 Degree Elbow Strain Relief	4	99	396.00
Misc. Materials	Misc. Materials for installation	14	14.95	209.30
Installation- Complete Upfit	Complete Upfit/Instalaltion of 7-34 Will-Burt Mast into HCHD Trailer	72	95	6,840.01
Shipping	Discount Standard Freight Shipping from 44667 to 78550 (Revised/Actual)	375	32.00% 2	(2,188.81) 750.00

For LRGVDC Finance Dept.

Approved Homeland Security

Date

Customer Note:

7-34 Wilburt Mast Serial Number: 56078 (Hidalgo County) & 56081 (Cameron County)

Radio Communications

1829 N. 77 Sunshine Strip

Harlingen

TX 78550-4251

Phone: 956-412-5122

Fax: 956-412-5129

Email: mike@radiocommrgv.com

Date: 9/16/2010

Invoice Number: 8949

PO Number: 11748

Due Date: 10/16/2010

Shipping Method:

Billing Address

Lower R.G. Valley Dev. Council

Shipping Address

Lower R.G. Valley Dev. Council

Item	Description	Qty/Hours	Price/Rate	Total
ROOF-TB-V/U/C	Special Order *** Interoperable mobile VHF/UHF/700-800 MHz NMO mount antenna. Includes 10' LMR195 feedline from antenna to tri-band coupler with (3) 3' LMR195 feedlines to the radios	2	541	1,082.00
T24120010006	External Shelf Bracket For 7-34 Mast (Cameron County Trailer)	1	540	540.00

Customer Note:

7-34 Wilburt Mast Serial Number: 56078 (Hidalgo County) & 56081 (Cameron County)

SubTotal: 24,058.50

Tax: 0.00

Total: 24,058.50