

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN CITY OF EDINBURG, TEXAS AND  
THE COUNTY OF HIDALGO, TEXAS**

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 2013, by and between the County of Hidalgo, a political subdivision of the State of Texas (hereinafter referred to as "County") and the City of Edinburg, Texas (hereinafter referred to as "City") pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS**, County was awarded a grant hereinafter referred to as "Operation Stonegarden" or the "Grant" in the amount of \$2,100,000.00 from the U.S. Department of Homeland Security ("DHS") with CFDA# 97.067 through the State of Texas Governor's Division of Emergency Management ("GDEM") and the Texas Department of Public Safety ("TxDPS"), of which certain funds are intended to be subcontracted to various local police departments including City's police department;

**WHEREAS**, the purpose of the Grant is to assist counties along the United States borders to enhance law enforcement preparedness and operational readiness among regional law enforcement agencies in a joint mission to secure the borders;

**WHEREAS**, the Grant allows local law enforcement agencies that have completed the 2012 Eligibility Certification Form, attached hereto as **Exhibit "C"**, to use funds for certain law enforcement operating expenses while participating in border security operations approved by DHS;

**WHEREAS**, the Grant requires County, as the grant recipient, to comply with certain terms and conditions more particularly described in **Exhibit "A"** and **"B"** attached hereto and entitled, "Texas Department of Public Safety 2011 Sub-Recipient Agreement for Hidalgo County," dated April 25, 2012, and further requires any sub-recipient accepting funding from the Grant through a subcontract or agreement to also comply with certain provisions of the terms and conditions stated in the attached **Exhibit "A"** and **"B"**;

**WHEREAS**, City desires to carry out DHS eligible activities as described in the **Statement of Work** attached hereto as **Exhibit "D"**;

**WHEREAS**, the County proposes to contract with City in order that the eligible activities described in **Exhibit "D"** can be carried out for the benefit of the residents of County and City.

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

## **SECTION I RULES AND REGULATIONS**

The City agrees to cooperate with the County in respect to the implementation of the Grant within its jurisdiction and as supported under Public Law 110-161, Department of Homeland Security Appropriation Act of 2008.

## **SECTION II DEBARMENT/SUSPENSION CERTIFICATION**

City certifies that City and its contractors/vendors associated with this Agreement are not presently 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 found at <http://sam.gov> (as per State Administrative Agency Bulletin saa12-003 attached as **Exhibit "F"** or its successor).

## **SECTION III TERMS AND CONDITIONS AND STATEMENT OF WORK**

City represents that it has read and understood the Sub-Recipient Agreement between the County and the TxDPS attached hereto as **Exhibit "A"** and **"B"** and as a condition of participating in the Grant, City agrees to comply with all terms and conditions required of entities accepting funds through an agreement and City further agrees to perform services as outlined in the Statement of Work (**Exhibit "D"**) for and in consideration of reimbursement from County in an amount not to exceed \$158,306.99 as delineated in the **City Grant Budget (See attached Exhibit "E")** and **cost Reimbursement Request Form (See attached Exhibit "F")**.

City agrees to attain scheduling approval from Customs and Border Protection/Border Patrol prior to performing any work, and shall provide County with approved schedule. City further represents and understands that City shall not receive any Grant funds and/or reimbursements for any work not previously approved or that is outside the approved schedule.

City agrees to notify County in writing and obtain from County written approval, prior to any proposed changes, delays or departures from the Statement of Work (**See Exhibit "D"**) and the City Grant Budget (**See Exhibit "E"**).

County shall not be liable for costs incurred or performances rendered by City before commencement of this Agreement or after termination of this Agreement and shall not be responsible for reimbursement as described in the Statement of Work (**See Exhibit "D"**) and the City Grant Budget (**See Exhibit "E"**). City further represents and understands that the full amount as represented in City's Grant budget shall be released in tactical phases and contingent on the State of Texas first releasing grant funds to County.

City agrees to provide County with copies of all current and applicable payment and overtime policies, workers compensation policies, retirement rates, unemployment rates, and any other reimbursable benefit and rates of payment as required for reimbursement under the City Grant Budget (See Exhibit "E").

City shall tag and inventory all equipment and assets purchased with Grant funds by tagging and placing identification labels identifying the Grant name and year in accordance with State Administrative Agency Bulletin saa12-004 (See Exhibit "F"). City shall conduct physical inventory on a monthly basis and provide County with a complete and accurate listing of equipment/assets including tag numbers, id numbers and serial numbers with photographs depicting same.

City shall take ownership and complete control of equipment/assets purchased with Grant funds after grantee has completed all required work relating to the Grant or once the period of performance for the Grant ends, whichever comes first.

#### **SECTION IV RECORDS AND REPORTS**

City agrees to establish and maintain all necessary records and reports that may be necessary for reimbursement from County of Grant funds, including but not limited to the Cost Reimbursement Form (See Exhibit "F") and Activity Log (See Exhibit "H"). City shall provide County with a weekly report (See Exhibit "G"). City shall further provide County with a monthly Property Acquisition Form to include photographs of each equipment/asset and updates on equipment/assets secured with Grant funds. (See Exhibit "I"). The Inventory Log shall meet federal requirements by identifying assets with an appropriate tag number, identification or serial number affixed to the corresponding equipment/asset, and photographs showing same. (See Exhibit "F" including State Administrative Agency Bulletin saa12-004 attached thereto.)

City understands that it is solely the City's responsibility to keep all records and reports pertaining to Grant activity within their municipality in a manner acceptable to County. Failure to maintain records and reports may result in forfeiture of the City's designated Grant funds.

#### **SECTION V MONITORING VISITS**

City shall allow County to conduct on-site monitoring visits to assure compliance with applicable federal requirements, terms and conditions, and adequacy of timeliness of performance by City and those performance goals are being achieved, if applicable. City shall give Homeland Security, GDEM, TxDPS, the Comptroller General of the United States, County, County Auditor, and any of their duly authorized representative, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things or property belonging to or in use by City pertaining to this Agreement.

#### **SECTION VI**

## **PAYMENT REQUESTS**

City agrees to submit to the County Auditor's Office, a properly completed SSA/Division of Emergency Management Cost Reimbursement Request (**See Exhibit "F"**) and all supporting documentation, including but not limited to General Ledger Reports, Payroll Distribution Reports, Time Sheets, Activity Logs (**See Exhibit "H"**), Property Acquisition Form (**See Exhibit "I"**), Copies of Invoices, and other related information whether or not requested by County on a monthly basis no later than the 15<sup>th</sup> of each month for the previous month. Each Cost Reimbursement Request shall be completed with the instructions included in the attached **Exhibit "F"**.

City and County agree that all unused Grant funds at the end or termination of this Agreement will be reallocated or reprogrammed by County.

## **SECTION VII AUDIT REQUIREMENTS**

City agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

If City expends Five Hundred Thousand Dollars, (\$500, 000.00) or more in federal grant funds in the fiscal year, City must, within nine (9) months from the end of the fiscal year, supply County with an audit of revenues and expenditures conducted by a certified public accountant. If the City expends less than \$500,000.00 in federal grant funds in a calendar year, then it is exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, the General Accounting Office and County. If a City is exempt, City will provide to County a copy of City's Financial Statements for the most recent fiscal year ended. City must complete and provide to County a completed Property Acquisition Form **Exhibit "I"** to be submitted monthly. If applicable, City agrees to cooperate with the County relating to any inquires regarding audits and City acknowledges that a Financial Audit shall be provided to County at the expense of the City. Audit information shall be available to County staff, and any and all applicable federal agencies.

City shall further provide County with a final report and all documentation required no later than 60 days prior to the completion of the project.

## **SECTION VIII SUSPENSION AND TERMINATION**

City understands that this Agreement may be suspended or terminated if City materially fails to comply with the provisions of the Agreement or the provisions so listed in attached **Exhibits "A" through "I"**.

If City fails to fulfill in a timely and proper manner its obligations under this Agreement, or City violates any of the agreements or stipulations of this Agreement, then the County shall provide City written notification of such non-performance. Such non-performance may be the

basis for immediate termination of the Agreement. **Should any breach by the City of this Agreement relate to a violation of federal law or regulation that results in GDEM (TxDPS) or Homeland Security demanding reimbursement from the County or the City or its successor, the County will terminate Agreement and seek reimbursement of all funds from City.** City shall not be relieved of the liability to the County for damages sustained by the County by virtue of any breach of this Agreement by City and County may withhold any payments to City for violations of state, local or federal regulations. Should the county become aware of any activity by City, which would jeopardize the County's position with Homeland Security, GDEM, (TxDPS) or any other state or federal agency, or which would cause a payback of federal funds, than the County may take appropriate action including injunctive relief against City to prevent the transaction as aforesaid. The failure of the County to exercise any right shall in no way constitute a waiver by the County to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except in writing upon the joint action of the governing bodies of both the County and City.

## **SECTION IX ASSETS**

City shall not purchase any asset unless so permitted by the County and such procurement shall be done in the form and manner so required by the County.

The requirements for real and personal property acquired with federal awards are contained in the Common rule of the Office of Management and Budget (OMB) Circular A-102, "Grants and Cooperative Agreements with State and Local Governments." The Common Rule of OMB Circular A-102 has been adopted by reference in the Uniform Grant Management Standards (UGMS). Recipients and sub-recipients of federal pass-through and other funds from state agencies are subject to the requirements of UGMS.

UGMS requires grant recipients and Sup-recipients to maintain property records, perform a physical inventory at least once every two years, reconcile results of the physical inventory to property records, safeguard the property, maintain the property, and use proper sales procedures to ensure the highest possible return.

To comply with the federal and state requirements regarding property records, City is required to keep a Property Acquisition Form to include a list of equipment and assets acquired with grant funds. This list should include a description of the property, a serial number or other identification number, the source of property, name of title holder, the acquisition date, cost of the property, percentage of federal or state participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property (**See Exhibit "I"**).

The disposition of any asset improved or acquired in part or in whole with Grant funds by the City during the Grant period or after expiration of the Grant period, must have prior written approval of the County and County shall be reimbursed for the asset, if sold, in the full amount

of the fair market value of the disposed asset. Upon such reimbursement to the County, the City shall become the owner of such asset purchased or acquired through the Grant funds and shall be responsible for the care, maintenance and repair of same. This reimbursement process shall also be applicable and in full force and effect for any asset which is no longer used for its intended Grant purpose by the City at any time during the Grant period or after expiration of the Grant period. The Parties are further required to comply with 44 CFR 13.32(e) regarding the disposition of assets acquired with Grant funds.

## **SECTION X LIABILITY FOR DISALLOWED COSTS**

The City understands and agrees that it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of City agreement funds. The City further understands and agrees that reimbursement to County of such disallowed costs shall be paid by the City from funds that were not provided or otherwise made available to City pursuant to this Agreement or any other federal contract.

## **SECTION XI INDEMNITY CLAUSE AND INSURANCE REQUIREMENT**

City agrees to hold harmless the County its elected officials, officers, employees, consultants, or agents and to indemnify County's elected officials, employees, consultants or agents and to defend County against any and all claims brought against County by elected officials, officers, employees, or agents of City or brought by any third person arising in any manner directly or indirectly from City programs, activities or events conducted pursuant to this Agreement.

City shall acquire, maintain and furnish to County a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than \$300,000.00 per occurrence, \$1,000,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet City's duty of indemnification under this paragraph.

## **SECTION XII PROCUREMENT**

City agrees to conform to its own applicable purchasing laws, regulations, employment policies and procedures with respect to any purchases or employment in relation to the Grant and/or this Agreement.

## **SECTION XIII CONFLICT OF INTEREST**

City covenants that neither its elected officials, officers, employees, consultants, nor agents who exercise influence on the decision-making process presently has or will have any

interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities funded by the Grant. City agrees that all elected officials, officers, employees, consultants or agents shall comply fully with the requirements of Texas Local Government Code Chapter 171.

City agrees that no person who is an elected official, officer, employee, consultant, or agent of the City's organization or the County's organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in the attached Exhibit "A" during the Grant period or for a period of one (1) year thereafter.

City is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

#### **SECTION XIV MISCELLANEOUS PROVISIONS**

**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, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflicts exists.

**No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**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 representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and City, and not otherwise.

**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 in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to County: County of Hidalgo  
Attn: Ramon Garcia, County Judge  
320 W. University Dr.  
Edinburg, Texas 78539

If to City: City of Edinburg  
Attn: Richard H. Garcia, Mayor  
415 W. University Dr.  
Edinburg, Texas 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.

**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.

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

**Assignment.** This Agreement shall not be assignable by City. County may assign this Agreement without the consent of City.

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

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

**Authority to Execute.** The execution and performance of this Agreement by County and City have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and City in accordance with its terms.

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

**THE CITY OF EDINBURG, TEXAS**

\_\_\_\_\_  
Richard H. Garcia, Mayor

**ATTEST**

\_\_\_\_\_  
Mayra Garza, City Secretary

**THE COUNTY OF HIDALGO**

\_\_\_\_\_  
Ramon Garcia, County Judge

**ATTEST**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**APPROVED AS TO FORM:**

Office of Hidalgo County Criminal District Attorney,  
Rene Guerra

By: \_\_\_\_\_  
Michael L. Garza  
Assistant District Attorney

## **TABLE OF EXHIBITS**

Exhibit "A"	Grant Term and Conditions
Exhibit "B"	Summary of Grant Allocations by Phases
Exhibit "C"	Eligibility Certification Form
Exhibit "D"	Statement of Work
Exhibit "E"	City Grant Budget
Exhibit "F"	Cost Reimbursement Request Form and SAA Bulletins
Exhibit "G"	Weekly Report
Exhibit "H"	Activity Log
Exhibit "I"	Property Acquisition Form

# **EXHIBIT “A”**

## **Grant Terms and Conditions**

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

[www.dps.texas.gov](http://www.dps.texas.gov)



STEVEN C. McCRAW  
DIRECTOR  
DAVID G. BAKER  
CHERYL MacBRIDE  
DEPUTY DIRECTORS



COMMISSION  
ALLAN B. POLUNSKY, CHAIR  
ADA BROWN  
JOHN STEEN  
CARIN MARCY BARTH  
A. CYNTHIA LEON

October 2, 2012

The Honorable Ramon Garcia  
Judge, Hidalgo County  
1615 S. Closner, Suite J  
Edinburg, TX 78539

Dear Judge Garcia:

I am pleased to inform you that the 2012 Homeland Security Grant Award to Texas includes an Operation Stonegarden Grant (OPSG) allocation for Hidalgo County in the amount of \$2,100,000.00. This letter is being sent to you as the grant point of contact for Hidalgo County.

DHS prohibits the Texas Homeland Security State Administrative Agency (THSSAA) from awarding OPSG funds until a Concept of Operations Plan (CONOPS), an imbedded budget and Tactical Operations Orders for each Tactical Operations Period has been reviewed and an official notification of approval has been issued by DHS for Hidalgo County.

Hidalgo County should presently be in the process of developing, through their border area's Integrated Planning Team (IPT), the required operational documentation referenced above, and ensuring these documents are submitted to their Border Patrol Sector Representative (CBP) by **October 15, 2012**. Submitting the required operational documents to CBP within this deadline will facilitate the 2012 OPSG award approval process and allow your jurisdiction access to this funding for the support of your ongoing efforts to protect our border.

If you have any questions regarding the FY 2012 Operation Stonegarden grant program, please refer to the FY 2012 Homeland Security Program Grant Funding Opportunity Announcement or contact Arturo O. Mendez at 512-377-0022 ([arturo.mendez@dps.texas.gov](mailto:arturo.mendez@dps.texas.gov)) or Bill Paynter at 512-377-0014 ([bill.paynter@dps.texas.gov](mailto:bill.paynter@dps.texas.gov)).

Sincerely,

A handwritten signature in black ink, appearing to read "M. Pharr", followed by a horizontal line.

Machelle Pharr  
Deputy Assistant Director  
Texas Homeland Security State Administrative Agency

MP:wp



Texas Department of Public Safety

2012 Sub-Recipient Agreement
for
Hidalgo County

Date of Award
March 18, 2013

1. Sub-Recipient Name and Address: Judge Ramon Garcia, Hidalgo County, 302 W. University, Edinburg, TX 78539
2. Prepared by: Phillips, Jeanette
3. Award Number: 12-SR 48215-01
4. Federal Grant Information: Federal Grant Title: Homeland Security Grant Program, Federal Grant Award Number: EMW-2012-SS-00018-S01, Date Federal Grant Awarded to TxDPS: September 1, 2012, Federal Granting Agency: Department of Homeland Security FEMA Grant Programs Directorate

5. Award Amount and Grant Breakdowns: OPSG Award Amount (Federal) CFDA: 97.067 \$1,156,464.87; Grant Period: FROM: Sep 1, 2012 TO: Feb 28, 2014 (The SAA Must receive all invoices by the end of grant period)

6. Statutory Authority for Grant: This project is supported under the Department of Homeland Security Appropriations Act of 2010 (Public Law 111-83).

7. Method of Payment: Primary method is reimbursement.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred, suspended, proposed for debarment, en\_US 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

9. Agency Approval: Approving TxDPS Official: Machel Pharr, Deputy Assistant Director, State Administrative Agency, Texas Department of Public Safety; Signature of TxDPS Official: [Handwritten Signature]

10. Sub-Recipient Acceptance: I have read and understand the attached Terms and Conditions. Type name and title of Authorized Sub-Recipient official: Ramon Garcia, County Judge; Signature of Sub-Recipient Official: [Handwritten Signature: Ramon Garcia]

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number: 74-6000717; 12. Date Signed: 4/2/13

13. DUE DATE: APR 22 2013; Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.

APPROVED BY COMMISSIONERS' COURT ON: 4/2/13

# 2012 TERMS AND CONDITIONS

## **Instructions:**

*The Sub-recipient shall:*

1. *Fill in the information and sign the Grant Sub-Recipient Award;*
2. *Certify they have read and understand these Terms and Conditions;*
3. *Certify to the statements provided in Exhibits A, B, C and D located at the back of this document by filling in contact information and signing all exhibits, and*
4. *Return all documents via email to SAA SRA@dps.texas.gov on or before the date provided in the transmittal letter and/or in this grant.*

## **Grant Sub-recipient Agreement**

This Grant Sub-recipient Agreement (consisting of this 2012 Grant Sub-recipient Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Homeland Security State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "DPS/THSSAA," and the funds recipient, hereinafter referred to as the "Sub-recipient" or "Sub-grantee." Furthermore, DPS/THSSAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." This Grant Sub-recipient Agreement (SRA), or otherwise referred to herein as "this Grant" or "this Agreement", is only an offer until Sub-recipient returns the signed copy of this Grant on or before the date provided in the transmittal letter and/or in this Grant Sub-recipient Award.

The FY 2012 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of Presidential Policy Directive – 8 (PPD-8) by supporting the development and sustainment of core capabilities to fulfill the National Preparedness Goal (NPG). HSGP funding shall be used for costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

The FY 2012 Nonprofit Security Grant Program (NSGP) funding plays an important role in the implementation of Presidential Policy Directive 8 (PPD-8) by supporting the development and sustainment of core capabilities to fulfill the NPG. NSGP provides funding for target hardening and other physical security enhancements and activities to nonprofit organizations that are at high risk of terrorist attack and located within one of the specific Urban Areas Security Initiative (UASI)-eligible Urban Areas. While this funding is provided specifically to high-risk nonprofit organizations, the program seeks to integrate nonprofit preparedness activities with broader State and local preparedness efforts.

Sub-recipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/THSSAA. If Sub-recipient issues subawards as part of this Grant project, Sub-recipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Sub-recipient agreement funds" as used in this Grant means funds provided by DPS/THSSAA under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Sub-recipient's funds" or match funds as used in this Grant means funds provided by the Sub-recipient.

## **Overview and Performance Standards**

All allocations and use of funds under this Grant shall be in accordance with the FY 2012 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2012 FOA is incorporated by reference herein. Sub-recipient shall read, understand and accept the FY 2012 Funding Opportunity Announcement as binding.

**Standard of Performance.** Sub-recipient shall perform all activities and projects entered into the DPS/THSSAA web-based grants management system which are approved by DPS/THSSAA. Any change to a project shall receive prior written approval by the appropriate local, regional and state-level grant administrator(s). Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"

3. Certifications, hereinafter referred to as "Exhibit C"
4. State of Texas Assurances, hereinafter referred to as "Exhibit D"

**Failure to Perform.** In the event Sub-recipient fails to implement the project(s) entered and approved in the DPS/THSSAA web-based grants management system, or comply with any provision of this Grant, Sub-recipient shall be liable to DPS/THSSAA for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/THSSAA is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.

### **Environmental Review**

Sub-recipient shall assess its federally funded projects for potential impact to environmental resources and historic properties. Sub-recipient shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/THSSAA. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact. Sub-recipient shall include sufficient review time within its project management plan to comply with EHP requirements. **Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/THSSAA will not authorize or release grant funds for non-compliant projects.**

Sub-recipient, as soon as possible upon receiving its grant award, shall provide information to DPS/THSSAA to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/THSSAA for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Sub-recipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances. See FEMA Information Bulletin 329.

Sub-recipient shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and 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. Sub-recipient shall 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, Sub-recipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Sub-recipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

### **Funding Obligations**

- A. DPS/THSSAA shall not be liable to Sub-recipient for any costs incurred by Sub-recipient that are not allowable costs.
- B. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/THSSAA under this Grant shall not exceed the Total Award Amount listed on the Grant Sub-recipient Award.
- C. Sub-recipient shall contribute the match funds listed on the Grant Sub-recipient Award.
- D. Sub-recipient shall refund to DPS/THSSAA any sum of these grant funds that has been determined by DPS/THSSAA to be an overpayment to Sub-recipient or that DPS/THSSAA determines has not been spent by Sub-recipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. Sub-recipient shall make such refund to DPS/THSSAA within thirty (30) days after DPS/THSSAA requests such refund.
- E. Notwithstanding any other provisions, the Parties hereto understand and agree that DPS/THSSAA's obligations under this Grant are contingent upon the receipt of adequate funds to meet DPS/THSSAA's liabilities hereunder, except as required by the Homeland Security Grant Program (HSGP). DPS/THSSAA shall not be liable to Sub-recipient for costs which exceed the amount specified in this Grant.

## **Performance Period**

**The performance period for this Grant is listed on the Grant Sub-Recipient Award. All goods and services shall be received within the performance period AND all reimbursement requests shall be submitted to DPS/THSSAA within the performance period.** Sub-recipient shall have expended all grant funds and submitted reimbursement requests, and any invoices, in the DPS/THSSAA grant management system by the end of the performance period. DPS/THSSAA shall not be obligated to reimburse expenses incurred or submitted after the performance period.

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

Except as specifically modified by law or this Grant, Sub-recipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. 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 (the A-102 Common Rule);
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).
3. 44 C.F.R. Part 10, Environmental Considerations

### **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 Educational Institutions (OMB Circular A-21)
3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. 48 C.F.R. Subpart 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

### **C. Audit Requirements**

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

### **D. Grant Guidance (Funding Opportunity Announcement)**

Sub-recipient agrees that all allocations and use of funds under this Grant shall be in accordance with the applicable FY 2012 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at [http://www.fema.gov/pdf/government/grant/2012/fy12\\_hsgp\\_foa.pdf](http://www.fema.gov/pdf/government/grant/2012/fy12_hsgp_foa.pdf) and the Nonprofit Security Grant Program (NSGP), [http://www.fema.gov/pdf/government/grant/2012/fy12\\_nsgp\\_foa.pdf](http://www.fema.gov/pdf/government/grant/2012/fy12_nsgp_foa.pdf).

## **DHS Specific Acknowledgements and Assurances**

Sub-recipient shall comply with the DHS Standard Administrative Terms and Conditions that are outlined in Part 6.1.1 – Financial Assistance Award Standard Terms and Conditions (January 10, 2011), which is incorporated by reference herein. DHS requires those standard terms and conditions which are approved by the Division of Financial Assistance Policy and Oversight to be applied to all financial assistance awards. [Http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf](http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf).

Sub-recipient acknowledges and agrees, and shall require any sub-recipients, subawardees, contractors, successors, transferees, and assignees to acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipient shall cooperate with any compliance review or complaint investigation conducted by DHS.
2. Sub-recipient shall give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to this grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Sub-recipient shall submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Sub-recipient shall comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three (3) years, Sub-recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Sub-recipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Sub-recipient, or Sub-recipient settles a case or matter alleging such discrimination, Sub-recipient shall forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

### **Operation Stonegarden (OPSG) Specific Conditions**

If Sub-recipient is receiving Operation Stonegarden (OPSG) funds, Sub-recipient is prohibited from obligating or expending OPSG funds provided through this Grant until each unique, specific, or modified county level, tribal or equivalent Operations Order or Fragmentary Order has been reviewed and approved by official notification by FEMA and Customs and Border Protection/Border Patrol (CBP/BP). Each Operations Order will be transferred via the secure portal (CBP/BP) BPETS system from each respective AOR Sector HQ to CBP/BP HQ in Washington, D.C., for review and pre-approval for Operational continuity, then forwarded to FEMA GPD/PGD OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to DPS/THSSAA and CBP/BP HQ in Washington, D.C.

1. Sub-recipient shall develop and submit required operational documents through the border area's Integrated Planning Team.
2. Sub-recipient shall maintain an approved Concept of Operations, consisting of a campaign plan and proposed budget which will articulate the intent of how OPSG funds will be used throughout Sub-recipient's grant performance period.
3. If Sub-recipient intends to spend more than 50 percent of its award on overtime over the course of the performance period, a request for an overtime waiver shall be submitted through the Integrated Planning Team.
4. Sub-recipient shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.
5. Sub-recipient shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and the DPS/THSSAA has issued a Grant Sub-recipient Award or GAN to the jurisdiction.

### **State Requirements for Grants**

Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, State Administrative Agency Information Bulletins, available at [http://www.txdps.state.tx.us/director\\_staff/saa/information\\_bulletins.htm](http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm), Texas Uniform Grants Management Standards (UGMS) at [governor.state.tx.us/files/state-grants/?UGMS062004.doc](http://governor.state.tx.us/files/state-grants/?UGMS062004.doc) and the State Administrative Agency Sub-recipient Manual, available at [http://www.txdps.state.tx.us/director\\_staff/saa/documents/subrecipientManual.pdf](http://www.txdps.state.tx.us/director_staff/saa/documents/subrecipientManual.pdf). Sub-recipient shall, in addition to the assurances and certifications, 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 this Grant, and the approved application.

Sub-recipient shall comply with the State of Texas General Appropriations Act, Art. IX, Part 4, as follows:

1. Grant funds may not be expended for a grant to a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, unless the law enforcement agency requesting the grant is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education or the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.

2. Grant funds may not be granted to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.
3. Grant funds may not be expended to a unit of local government unless the following limitations and reporting requirements are satisfied:
  - a. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
  - b. Texas Government Code Sections 556.004, 556.005, and 556.006, including not using any money or vehicle to support the candidacy of any person for office; not influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose; and not using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;
  - c. Texas Government Code Sections 2113.012 and 2113.101 including not using grant funds to compensate any employee who uses alcoholic beverages on active duty plus Sub-recipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
  - d. Texas General Appropriations Act, Art. IX, Section 6.13 requiring Sub-recipients to make every effort to attain key performance target levels associated with this grant award, including performance milestones, milestone time frames, and related performance reporting requirements; and
  - e. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, including grant funds may only be expended if Sub-recipient timely completes and files its reports.

### **Restrictions and General Conditions**

- A. **Use of Funds.** DHS grant funds may only used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
- B. **Lobbying Prohibited.** No funds shall be expended by Sub-Recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions may be found at 31 U.S.C. §1352. Further, Sub-Recipient understands and agrees that it shall 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.
- C. **Transferring Funds.** Sub-recipient is prohibited from transferring funds between grant programs (such as SHSP, UASI, and OPSG) without a properly executed GAN.
- D. **Federal Employee Prohibition.** Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
- E. **Cost Categories.** There may be limitations on the use of HSGP funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2012 HSGP FOA, Appendix C, Funding Guidelines.
  1. Management and Administration
  2. Planning
  3. Organization
  4. Equipment
  5. Training
  6. Exercises
  7. Maintenance and Sustainment
  8. Critical Emergency Supplies
  9. Construction and Renovation
- F. **Governing Board Approval.** In cases where local funding is established by a COG or an Urban Area Security Initiative (UASI) governing board, the release of funds by DPS/THSSAA is contingent upon funding allocation approval by the governing board.
- G. **Notices.** All notices or communications 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 or Loan Star, to the other party at its respective address. For notice to DPS/THSSAA see address set forth below. For Sub-

recipient, see the address listed on the Grant Sub-Recipient Award page or Point of Contact address listed for the Sub-recipient in the DPS/THSSAA Grants Management System (SPARS).

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

- H. **Points of Contacts.** Within 30 days of any change, Sub-recipient shall notify DPS/THSSAA of any change or correction to the chief elected official, program, and/or financial points of contact in the DPS/THSSAA grant management system.
- I. **DUNS Number.** Sub-recipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>.
- J. **Central Contractor Registration and Universal Identifier Requirements.** Sub-recipient maintains that it has registered on [www.ccr.gov](http://www.ccr.gov), [www.sam.gov](http://www.sam.gov), or other federally established site for contractor registration, and entered DPS/THSSAA-required information. Sub-recipient shall keep current, and then review and update the CCR information at least annually. Sub-recipient shall keep information current in the CCR/SAM database until the later of when it submits this Grant's final financial report or receives final grant award payment. Sub-recipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See section .210 of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.
- K. **Indirect Cost Allocation Plan.** Sub-recipient shall submit its most recently approved Indirect Cost Allocation Plan signed by Cognizant Agency to DPS/THSSAA within 30 calendar days of the approval. "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 C.F.R. Part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies at <http://harvester.census.gov/sac/dissemin/asp/reports.asp>. Unless the basis of the cost plan changes, Sub-recipient only needs to forward the annual Indirect Cost Rate approval letter to DPS/THSSAA within 30 calendar days after approval by the Cognizant Agency. The approved Indirect Cost Plans and approval letters shall be emailed to [SAA\\_RR@dps.texas.gov](mailto:SAA_RR@dps.texas.gov). The Sub-recipient name shall be included in the file name and subject line of the email transmittal.
- L. **Reporting Total Compensation of Sub-recipient Executives.** 2 C.F.R. §170.320; see FEMA Information Bulletin 350.
1. **Applicability and what to report:** Sub-recipient shall report whether Sub-recipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §170.320. Sub-recipient shall report whether 80% or more of Sub-recipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Sub-recipient answers "yes" to both questions, Sub-recipient shall report, along with Sub-recipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Sub-recipient's five most highly compensated executives for the preceding completed fiscal year.
  2. **Where and when to report:** Sub-recipient shall report executive total compensation at [www.ccr.gov](http://www.ccr.gov), [www.sam.gov](http://www.sam.gov), or other federally established replacement site. By signing this Grant, Sub-recipient certifies that, if required, Sub-recipient's jurisdiction has already registered, entered the required information, and shall keep information in the CCR/SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Sub-recipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
- M. **Direct Deposit.** If Sub-recipient has not received HSGP reimbursements from DPS/THSSAA within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/THSSAA. Completed direct deposit forms from Sub-recipient shall be emailed to [SAA\\_RR@dps.texas.gov](mailto:SAA_RR@dps.texas.gov). The email subject line and attachment name shall include the jurisdiction name and identify the document attached (i.e. "Sample County DD form"). The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>. Sub-recipient may simultaneously sign up for the Advance Payment Notification (APN) email feature which provides State of Texas payees with a one-business-day advance notice that a direct deposit payment has been sent to its financial institution. After receiving an APN, a payee may securely access its payment details online.

- N. Procurements. Sub-recipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 44 C.F.R. §13.36.
- O. Contract Provisions. All contracts executed using funds granted under this Grant shall contain the contract provisions listed under 44 C.F.R. §13.37(b), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- P. No Contracts with Debarred or Suspended Parties. Prior to contracting with any vendor or subawardee using funds granted under this Grant, Sub-recipient shall determine whether the vendor/subawardee is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department and agency and shall confirm the vendor/subawardee does not have any active "Exclusions" by reviewing the vendor/subawardee entity information at <https://www.sam.gov/portal/public/SAM/>.
- Q. Management and Administration. If this Grant includes a specific award of funds to Sub-recipient for management and administration (M&A), Sub-recipient shall comply with all applicable requirements and limitations with respect to M&A. For additional information on M&A, refer to Information Bulletin 365 located at <http://www.fema.gov/government/grant/bulletins/index.shtml#1/>.
- R. Personnel Cap. Up to fifty percent (50%) of all HSGP awards received by Sub-recipient 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, use of HSGP funding to pay for staff and/or contractor regular time or overtime/backfill, among other items, are considered personnel-related costs. Sub-recipient may request a waiver to the 50% personnel cap by submitting a waiver request through its respective regional council or urban area working group to DPS/THSSAA at [SAA@dps.texas.gov](mailto:SAA@dps.texas.gov). Requests for waivers shall be submitted on official Sub-recipient letterhead and be signed by an authorized official of Sub-recipient. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.
- S. Property Management and Inventory. At least every two (2) years, Sub-recipient shall take a physical inventory and shall reconcile the results with property records. Sub-recipient shall maintain Property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. (See sample inventory record format at [http://www.txdps.state.tx.us/director\\_staff/saa/audit\\_and\\_compliance.htm](http://www.txdps.state.tx.us/director_staff/saa/audit_and_compliance.htm)) Sub-recipient shall develop and implement a control system to prevent loss, damage or theft of property and Sub-recipient shall investigate and document any loss, damage or theft of property funded under this Grant.
- T. Publications. All publications produced as a result of funding under this Grant, which are submitted for publication in any magazine, journal, or trade paper, shall include the following: "This material is based upon work supported by the U.S. Department of Homeland Security. The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U.S. Department of Homeland Security."
- U. Acknowledgement of Federal Funding from DHS. Sub-recipient shall comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- V. Use of DHS, DPS, and DPS/THSSAA Seals and Non-Endorsement. Sub-recipient shall obtain DHS, DPS, or DPS/THSSAA's prior written approval before using any of these agencies' seal(s), logos, crests or reproductions of flags or likenesses of agency officials. Funding of this Grant does not equate to endorsement of use of funding agencies' seals, etc., including use of the United States Coast Guard seal, logo, crests, or reproductions of flags or likenesses of Coast Guard officials.
- W. Copyright. Sub-recipient shall comply with requirements regarding publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Grant, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Sub-recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. Sub-recipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of Government sponsorship (including award number) to any work first produced under this Grant.

Further, 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 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. Sub-recipient agrees to consult with DPS/THSSAA regarding the allocation of any patent rights that arise from or are purchased with this funding.

- X. Quarterly Performance Reports. Sub-recipient shall submit performance reports and progress reviews per DPS/THSSAA and/or FEMA's direction. Reports are entered into the grants management system. Performance reports are due by the twentieth (20<sup>th</sup>) day after the end of each calendar quarter: January 20, April 20, July 20 and October 20; or as otherwise specified or required by DPS/THSSAA. DPS/THSSAA may require other reports or different timelines to meet federal reporting dates or to respond to information requests. Failure to timely complete a performance report will result in Sub-recipient being unable to request additional reimbursements/advances and may affect future funding.
- Y. Site Visits. DHS and/or DPS/THSSAA, through its authorized representatives, have the right, at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Sub-recipient or a contractor under this Grant, Sub-recipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.
- Z. Limited English Proficiency (Civil Rights Act of 1964, Title VI). Sub-recipient shall comply with the requirements of EO 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Sub-recipient shall take reasonable steps to ensure that LEP persons have meaningful access to Sub-recipient's programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.
- AA. Protection of Human Subjects. Sub-recipient shall comply with the requirements of the Federal regulations at 45 C.F.R. Part 46, which requires that Sub-recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Sub-recipient shall comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 C.F.R. Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 C.F.R. Part 46.
- BB. National Flood Insurance Act of 1968. Sub-recipient shall comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 C.F.R. Part 63.
- CC. USA Patriot Act of 2001. Sub-recipient shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery systems of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The Act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the Act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.
- DD. Fly America Act of 1974. Sub-recipient shall comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118) and Comptroller General's guidelines.
- EE. Activities Conducted Abroad. Sub-recipient shall comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- FF. Trafficking Victims Protection Act of 2000. All recipients of financial assistance shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 C.F.R. Part 175. This is implemented in accordance with OMB Interim Final Guidance,

Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient: (a) engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) procures a commercial sex act during the period of time that the award is in effect; or (c) uses forced labor in the performance of the award or subawards under the award.

DPS/THSSAA is authorized to terminate this award, without penalty, if the above condition is violated. Sub-recipient shall include this condition in any subawards or contracts it makes as a result of this Grant. Full text of the award term is provided at 2 C.F.R. §175.15.

GG. Americans with Disabilities Act of 1990. Sub-recipient shall comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. 42 U.S.C. §§ 12101-12213.

HH. Public Dissemination of Sensitive Information. Sub-recipient shall notify DPS/THSSAA of any workshops, conferences, seminars or other public venues at least one hundred (100) calendar days before presenting any potentially sensitive information regarding this project. No sensitive information may be presented by Sub-recipients' personnel without DPS/THSSAA and the DHS Grants Officer's review and prior written approval.

II. Security Concerns/Violations. Sub-recipient shall inform the THSSAA's Deputy Assistant Director in writing within two (2) calendar days of Sub-recipient being made aware of any security concerns with individuals having access to government facilities or sensitive information. In the event that sensitive information is divulged in violation of Sub-recipient's security procedures, Sub-recipient shall immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action.

JJ. Classified Security Condition

1. 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
2. "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.
3. 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 Branch Program (ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.
4. 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, 2008: 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 currently located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>.
5. 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. DHS Office of Security ISPB contact information: Telephone: 202-447-5346, Email: D254AdministrativeSecujidhs.gov, Mail: Department of Homeland Security, Office of the Chief Security Officer, ATTN: ASD/Industrial Security Program Branch, Washington, DC. 20528.

**Other Requirements**

- A. During the performance period of this Grant, Sub-recipient, counties, cities, towns, and Indian tribes shall 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 Sub-recipient's plan, Sub-recipient shall correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.
- B. Projects identified and approved in the DPS/THSSAA 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 this Grant. Sub-recipient

shall submit project plans, milestones, outputs/outcomes, narratives and budget to DPS/THSSAA and FEMA (if required) for approval prior to expending or requesting advances of any funds for this Grant. Sub-recipient shall enter appropriate project milestones into the DPS/THSSAA web-based grants management system within 60 days after award or by the deadline established by DPS/THSSAA, whichever is sooner. Sub-recipient shall report on project status and accomplishments (milestones and outputs/outcomes) in the format(s) and timeframes as required by DPS/THSSAA.

C. During the performance period of this Grant, Sub-recipient shall:

1. Participate in a legally-adopted county and/or regional mutual aid agreement.
2. Implement the National Incident Management System (NIMS) in a manner consistent with the NIMS Implementation Objectives outlined by FEMA at <http://www.fema.gov/implementation-and-compliance-guidance-stakeholders#item4>.
3. Be a registered user of the Texas Regional Response Network (TRRN) (or other response asset inventory management system specified by DPS/THSSAA) and shall identify, resource type, and credential all major deployable 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. <http://www.fema.gov/emergency/nims/ResourceMnqmnt.shtm#item3>.

D. Regional Planning Commissions/Council of Governments (COGs) shall follow guidelines listed in the DPS/THSSAA FY2012 COG Statement of Work.

### **Monitoring**

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

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

### **Audit**

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

**Right to Audit.** Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of grant funds received and performances rendered under this Grant. Sub-recipient shall permit DPS/THSSAA or its authorized representative to audit Sub-recipient's records. Sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

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

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

**State Auditor's Clause.** Sub-recipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Sub-recipient further agrees to cooperate fully

with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Sub-recipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Sub-recipient relating to this Grant.

### **Retention and Accessibility of Records**

**Retention of Records.** Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB Circular, 44 CFR Section 13.42, UGMS §\_\_42, and this Grant. Sub-recipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/THSSAA may direct Sub-recipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.

**Access to Records.** Sub-recipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of its 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 Sub-recipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Sub-recipient. Sub-recipient shall maintain such records in an accessible location and provide citizens reasonable access to such records consistent with the Texas Public Information Act, Texas Government Code, Chapter 552.

**Inclusion in Subcontracts.** Sub-recipient shall include the substance of the Retention of Records and Access to Records section herein in all subcontracts.

**After Action Reporting.** Sub-recipient shall complete, deliver to the appropriate source, and retain copies of all after-action reports and certificates of completion for all training and exercises paid for by this grant.

### **Legal Authority**

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

**Authorized Representative.** The person or persons signing and executing this Grant on Sub-recipient's behalf do warrant and guarantee that he/she has been duly authorized by Sub-recipient to execute this Grant on Sub-recipient's behalf and to validly and legally bind Sub-recipient to all terms and conditions and performance obligations.

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

### **Notice of Litigation and Claims**

Sub-recipient shall give DPS/THSSAA immediate notice in writing of any action or claim, including any proceeding before an administrative agency, filed against Sub-recipient arising out of performance of this Grant. Except as otherwise directed by DPS/THSSAA, Sub-recipient shall furnish immediately to DPS/THSSAA copies of all documentation or pleadings received by Sub-recipient with respect to such action or claim.

### **No Liability for Employees and Officers**

DPS/THSSAA shall have no liability whatsoever for the actions or omissions of an individual employed or contracted by Sub-recipient, regardless of where the individual's actions or omissions occurred.

### **Non-Waiver of Defaults**

Any failure of DPS/THSSAA, at any time, to enforce or require the strict keeping and performance of any provision of this Grant shall not constitute a waiver of such provision, and shall not affect or impair same or the right of DPS/THSSAA at any time to avail itself of same. A waiver does not become effective unless DPS/THSSAA expressly agrees to such waiver in writing. Any payment by

DPS/THSSAA shall not constitute a waiver or otherwise impair or prejudice any right, power, privilege, or remedy available to DPS/THSSAA to enforce its rights, as such rights, powers, privileges, and remedies are specifically preserved.

### **Changes and Amendments**

**Modification.** FEMA or DPS/THSSAA may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Sub-recipient's acceptance of the changes to the award. Any alteration, addition, or deletion to this Grant by Sub-recipient is not valid.

**Written Amendment.** Alterations, additions or deletions to this Grant, such as changes to period of performance and award amounts, shall be made through an executed Grant Adjustment Notice (GAN).

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

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

### **Headings**

Headings and captions of this Grant are only for convenience and reference. These headings and captions shall not affect or modify the terms and conditions or be used to interpret or assist in the construction of this Grant.

### **Venue**

Venue shall lie in Travis County, Texas, and this Grant is governed by the laws of the State of Texas.

### **Suspension**

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

### **Termination**

DPS/THSSAA shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/THSSAA determines that Sub-recipient has failed to comply with any term of this Grant. DPS/THSSAA shall provide written notice of the termination and include:

1. The reason(s) for such termination;
2. The effective date of such termination; and
3. In the case of partial termination, the portion of this Grant to be terminated.

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

### **Enforcement**

If Sub-recipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, DPS/THSSAA or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by Sub-recipient or more severe enforcement action by DPS/THSSAA or DHS;
2. Disallow, that is, deny both use of funds and matching credit for, all or part of the cost of the activity or action not in compliance;
3. Wholly or partially suspend or terminate this Grant for Sub-recipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

In taking an enforcement action, DPS/THSSAA will provide Sub-recipient an opportunity for a hearing, appeal, or other administrative proceeding to which Sub-recipient is entitled under any statute or regulation applicable to the action involved.

The costs of Sub-recipient resulting from obligations incurred by Sub-recipient during a suspension or after termination of this Grant are not allowable unless DPS/THSSAA or DHS expressly authorizes them in the notice of suspension or termination or subsequently. Other Sub-recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by Sub-recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
2. The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Sub-recipient from being subject to "Debarment and Suspension" under E.O. 12549. 44 C.F.R. §13.35.

### **Conflict of Interest**

No employee, officer or agent of Sub-recipient shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, is involved or otherwise creates the appearance of impropriety.

### **Closing of the Grant**

- A. DPS/THSSAA will close a sub-award after receiving Sub-recipient's final quarterly 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 award modifications and payments. If the close out review and reconciliation indicates that Sub-recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to Sub-recipient. If Sub-recipient did not use all the funds received, DPS/THSSAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 days of receiving the GAN.
- B. At the completion of Sub-recipient's performance period, DPS/THSSAA will de-obligate all uncommitted / unexpended funds.
- C. The closeout of this Grant does not affect:
  1. DHS or DPS/THSSAA's right to disallow costs and recover funds on the basis of a later audit or other review;
  2. Sub-recipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
  3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
  4. Any other provisions of this Grant that impose continuing obligations on Sub-recipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

***Please fill in the appropriate information and certify by signing below that you have read, understood, and agree to the terms of this Grant.***

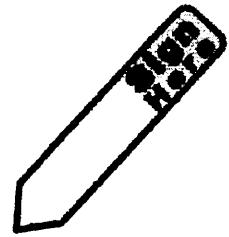
Print Name of Authorized Official Ramon Garcia

Title Hidalgo County Judge

Sub-recipient Organization Hidalgo County

Ramon Garcia      4/2/13  
Signature of Authorized Official      Date

APPROVED BY  
COMMISSIONERS' COURT  
ON: 4/2/13



## EXHIBIT A

### ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Sub-recipient, I certify that 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 and 44 C.F.R. Part 19), 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. §§290dd-3 and 290ee- 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 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (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) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air

resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (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.
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, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this award. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
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, grant guidance, and policies governing this program.

**Please fill in the appropriate information and sign to certify this Exhibit A.**

Print Name of Authorized Official Ramon Garcia

Title Hidalgo County Judge

Sub-recipient Organization Hidalgo County

Ramon Garcia      4/2/13  
Signature of Authorized Official      Date



APPROVED BY  
COMMISSIONERS' COURT  
ON: 4/2/13 [Signature]

## EXHIBIT B

### ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Sub-recipient, I certify that 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 and 44 C.F.R. Part 19), 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. §§290dd-3 and 290ee 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.
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) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (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) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (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, grant guidance and policies governing this program.

**Please fill in the appropriate information and sign to certify this Exhibit B, if applicable.**

Print Name of Authorized Official Ramon Garcia

Title Hidalgo County Judge

Sub-recipient Organization Hidalgo County

Ramon Garcia      4/2/13  
 Signature of Authorized Official      Date

APPROVED BY  
 COMMISSIONERS' COURT  
 ON: 4/2/13

## Exhibit C

### Certifications

The undersigned, as the authorized official, 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 prohibiting lobbying 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 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.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.epls.gov](http://www.epls.gov) or [www.sam.gov](http://www.sam.gov) and the State Debarred Vendor List [www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred](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; or
  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 C.F.R. 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. 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 C.F.R. Part 17. Sub-recipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
- H. Sub-recipient agrees that it is not delinquent on any Federal debt.
- I. Sub-recipient 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.
- J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

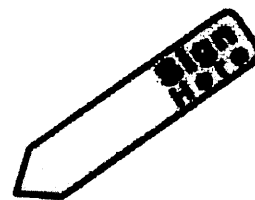
**Please fill in the appropriate information and sign to certify this Exhibit C.**

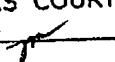
Print Name of Authorized Official Ramon Garcia

Title Hidalgo County Judge

Sub-recipient Organization Hidalgo County

Ramon Garcia 4/2/13  
Signature of Authorized Official Date



APPROVED BY  
COMMISSIONERS' COURT  
ON: 4/2/13 

## EXHIBIT D

### State of Texas Assurances

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

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Sub-recipient's governing body or of the Sub-recipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Sub-recipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Sub-recipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules if the Sub-recipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and sub-recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section .36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Sub-recipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall 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 and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, 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 the 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. §§290dd-3 and 290ee-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 application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall 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 subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions 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.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall 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 (Clear Air) Implementation Plans under Section 176(c) of the Clear 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).
17. Shall 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.
18. Shall 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.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall 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 residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. Certifies that it and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

**Please fill in the appropriate information and sign to certify this Exhibit D.**

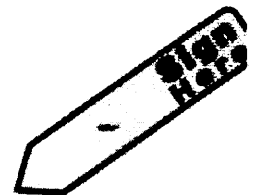
Print Name of Authorized Official Ramon Garcia

Title Hidalgo County Judge

Sub-recipient Organization Hidalgo County

Ramon Garcia                      4/2/13  
Signature of Authorized Official                      Date

APPROVED BY  
COMMISSIONERS' COURT  
ON: 4/2/13



# **EXHIBIT “B”**

**Summary of Grant Allocations by Phases**

**SUMMARY OF GRANT ALLOCATIONS BY PHASES**

Phase 1	\$1,156,464.87
Phase 2	\$314,447.36
Phase 3	\$314,447.36
Phase 4	\$314,447.37
<b><u>TOTAL:</u></b>	<b><u>\$2,099,806.96</u></b>

# **EXHIBIT “C”**

**Eligibility Certification Form**

**TEXAS DEPARTMENT OF PUBLIC SAFETY  
TEXAS HOMELAND SECURITY STATE ADMINISTRATIVE AGENCY (THSSAA)  
2012 ELIGIBILITY CERTIFICATION FORM**

INITIALS	CERTIFICATION
<b>I. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)</b>	
Please initial to certify to <u>one</u> of the NIMS statements below (initial only one box, A or B):	
<b>A</b>	<p><b>To Certify to I.A, initial Here:</b></p> <ol style="list-style-type: none"> <li>1. My jurisdiction/organization has adopted and implemented NIMS. <a href="https://www.fema.gov/nimscast/Logoff.do?a=55062&amp;m=ML2010">https://www.fema.gov/nimscast/Logoff.do?a=55062&amp;m=ML2010</a></li> <li>2. My jurisdiction is compliant with all NIMS objectives issued to date (FY2005-FY2009).</li> <li>3. My jurisdiction completed the annual 2011 NIMSCAST assessment for all of its divisions/departments including any law enforcement division/department, and has a NIMSCAST compliance score of 100%.</li> </ol> <p><b>Required Attachment:</b> A copy of the jurisdiction's 2011 NIMSCAST report that summarizes the score totals for each subsection. (<i>FY 2011 NIMS Implementation Metrics, Summary of Assessment.</i>)</p>
<b>B</b>	<p><b>To Certify to I.B, Initial Here:</b></p> <p>My jurisdiction/organization has adopted and implemented NIMS, but one of the following situations applies (<b>check one</b>):</p> <p><input type="checkbox"/> My jurisdiction <b>did not</b> achieve a score of 100% for the <i>FY 2011 NIMS Implementation Objectives and Metrics for Local Governments</i>. <b>Required Attachments:</b> 1) A copy of the jurisdiction's NIMSCAST report that summarizes the score totals for each subsection (<i>FY 2011 NIMS Implementation Metrics, Summary of Assessment.</i>); and 2) A letter explaining the steps taken since the assessment to achieve 100% NIMS compliance and the date the jurisdiction expects to be in full compliance with all objectives and metrics.</p> <p><input type="checkbox"/> My jurisdiction <b>did not</b> complete/submit the 2011 NIMSCAST assessment. <b>Required Attachment:</b> A letter explaining 1) why the jurisdiction failed to complete the 2011 NIMSCAST assessment; 2) the steps taken since October 1, 2011 to achieve 100% NIMS compliance; 3) the date the jurisdiction expects to be in full compliance with all objectives and metrics, and 4) a statement that "The jurisdiction will use the NIMSCAST in 2012, by the established deadlines, to record NIMS compliance."</p> <p style="text-align: center;"><b>and check one of the two boxes at right</b></p>
<b>II. EMERGENCY MANAGEMENT PLANS (INTERMEDIATE LEVEL)</b>	
<b>To Certify to II., Initial Here:</b>	<p><input type="checkbox"/> My jurisdiction has its own current emergency management plan, which meets the state preparedness standards at the Intermediate Level, on file with the Texas Division of Emergency Management (TDEM).</p> <p><input type="checkbox"/> My jurisdiction is a legally established member of an inter-jurisdictional emergency management program which has a plan, which meets the state preparedness standards at the Intermediate Level, on file with TDEM.</p> <p><input type="checkbox"/> My jurisdiction/organization is not a city or county and is not required by Texas law to have an emergency management plan, e.g., COG or nonprofit organization.</p> <p style="text-align: center;"><b>and check one of the three boxes at right</b></p>

**III.**

**OMB CIRCULAR A-133 SINGLE AUDIT**

My jurisdiction's/organization's fiscal year (FY) end for 2011 was (check one):

- August 31, 2011** (Reporting Package is due 30 days after completion or May 31, 2012, whichever is sooner)
- September 30, 2011** (Reporting Package is due 30 days after completion or June 30, 2012, whichever is sooner)
- December 31, 2011** (Reporting Package is due 30 days after completion or September 30, 2012, whichever is sooner)
- Other (please specify date here):** \_\_\_\_\_

Please initial to certify to one of A-133 Audit statements below (initial only one box, A, B, or C) and then complete D if required:

<b>A</b>	<p>To Certify to III.A, Initial Here:</p> <hr/>	<p>I certify my jurisdiction/organization <b>did not</b> expend over \$500,000 in Federal or State funding during <b>FY 2011</b> so no A-133 audit was necessary or obtained.</p>
<b>B</b>	<p>To Certify to III.B, Initial Here:</p> <hr/> <p>and check <u>one</u> of the four boxes at right</p>	<p>I certify my jurisdiction/organization <b>expended over \$500,000</b> in Federal or State funding in FY 2011, <b>but the FY 2011 A-133 audit is not yet complete or due to DPS</b>. The below certification is therefore based on our <b>FY 2010</b> audit/expenditures (check one).</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> I certify during <b>FY 2010</b> my jurisdiction/organization <b>did not</b> expend over \$500,000 in Federal or State funding during <b>so no A-133 audit was necessary or obtained for FY 2010; FY 2011 A-133 audit will be timely filed with DPS</b>.</li> <li><input type="checkbox"/> There were <b>no findings</b> in the FY 2010 audit.</li> <li><input type="checkbox"/> There were <b>some findings, but NO findings concerning THSSAA-administered grants</b> in the FY 2010 audit.</li> <li><input type="checkbox"/> The FY 2010 audit <b>contained findings related to THSSAA-administered grants</b>.</li> </ul>
<b>C</b>	<p>To Certify to III.C, Initial Here:</p> <hr/> <p>and check <u>one</u> of the three boxes at right</p>	<p>I certify my jurisdiction/organization <b>expended over \$500,000</b> in Federal or State funding in FY 2011, and <b>the FY 2011 A-133 audit has been completed</b>. The below certification is based on our <b>FY 2011</b> audit/expenditures (check one).</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> There were <b>no findings</b> in the FY 2011 audit.</li> <li><input type="checkbox"/> There were <b>some findings, but NO findings concerning THSSAA-administered grants</b> in the FY 2011 audit.</li> <li><input type="checkbox"/> The FY 2011 audit <b>contained findings related to THSSAA-administered grants</b>.</li> </ul>

**Section D is only required if you certified to B or C above.**

<b>D</b>	<p>To Certify to III.D, Initial Here:</p> <hr/>	<p>I certify that the required reporting package has been provided 1) to the Texas Department of Public Safety (TXDPS), and 2) to the Federal Clearinghouse; and 3) that a copy of the A-133 Audit has already been provided to TXDPS.</p>
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**IV. TEXAS REGIONAL RESPONSE NETWORK (TRRN)**

<p>To Certify to IV., Initial Here:</p>	<p>My jurisdiction/organization is registered with the Texas Regional Response Network (TRRN) and (check one): <a href="https://www.trn.state.tx.us/TRRN/index1a.aspx">https://www.trn.state.tx.us/TRRN/index1a.aspx</a></p>
<p>and check <u>one</u> of the two boxes at right</p>	<p><input type="checkbox"/> My jurisdiction <b>has entered all deployable equipment with a cost of \$5,000 or more</b> purchased with Homeland Security Grant funds into the TRRN.</p> <p><input type="checkbox"/> My jurisdiction <b>does not have any deployable equipment with a cost of \$5,000 or more</b> purchased with Homeland Security Grant funds.</p>

**V. DUNS, CCR and FFATA**

<p>To Certify to V., Initial Here:</p>	<p>I certify my jurisdiction/organization has entered all required CCR and FFATA/employee compensation information. The CCR registration has been reviewed/updated and is <u>valid through the end of 2012</u>.</p> <p><b>Required Attachment:</b> For the DUNS number provided below, a print-friendly copy of an active CCR registration valid (at least) through the end of calendar year 2012 (December 31, 2012).</p>
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**VI. CRIMINAL HISTORY DISPOSITION REPORTING (If Applicable)**

This certification section applies to **County** jurisdictions only for **State Homeland Security Grant Program (SHSP)**. For FY 2012, this section DOES NOT APPLY to cities within counties or to NSGP, OPSG, or UASI applicants. Please initial one of the below to certify to the statement which describes your criminal history disposition reporting compliance:

<b>A</b>	<p>To Certify to VI.A, Initial Here:</p>	<p>My County has documented a 90% disposition completeness rate for <u>adult</u> arrests under calendar years 2006-2010 as required by Chapter 60, Texas Code of Criminal Procedure.</p>
<b>B</b>	<p>To Certify to VI.B, Initial Here:</p>	<p>My County <b>DOES NOT</b> have a documented 90% disposition completeness rate for <u>adult</u> arrests under calendar years 2006-2010, but my County: a) has established a Local Data Advisory Board; b) has filed a Data Reporting Improvement Plan with TXDPS; and c) intends to attain a completeness percentage of at least 90% by January 1, 2013.</p>

**VII. AUTHORIZED SIGNATURE(S)**

<b>Print Name of Jurisdiction/Organization</b>			
<b>Print Name of Chief Elected Official, Chief Executive Officer, OR Chief Financial Officer</b>			
<b>Title (Judge, Mayor, ED, City Manager, CFO)</b>			
<b>Signature</b>			
<b>Date</b>		<b>DUNS Number</b>	

**TEXAS DEPARTMENT OF PUBLIC SAFETY  
TEXAS HOMELAND SECURITY STATE ADMINISTRATIVE AGENCY  
(THSSAA)**

**2012 ELIGIBILITY CERTIFICATION INSTRUCTIONS**

- **Form:** Completion of the *2012 Eligibility Certification Form* is required by all sub-recipients to be eligible for 2012 Homeland Security Grant funds.
- **Required Signature:** This form must be signed by the chief elected official, chief executive officer, and/or chief financial officer. A sub-recipient may choose to have multiple signatories.
- **Return Instructions:** The certification form and any required attachments (i.e. NIMS Summary Assessment Reports, CCR page) must be emailed to the THSSAA at [SAA@dps.texas.gov](mailto:SAA@dps.texas.gov) no later than **July 2, 2012**. Please submit the certification form and all attachments together in one email.
- **Subject Line/File Name:** Please use the following naming convention for the email subject line and document file names: "Jurisdiction/Organization Name-2012-Certification"  
(i.e. *Kerr County-2012-Certification; Kerr County-NIMSCAST Summary; Kerr County-CCR...*)
- **Courtesy Copy:** A completed and signed copy also must be emailed to your local COG. Contact the Homeland Security Grant program manager at your local COG for email instructions.

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**I. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)**

Homeland Security Presidential Directive (HSPD)-5 requires Federal Departments and agencies to make adoption of NIMS by State, tribal, local governments and nongovernmental organizations (NGOs) a condition for Federal preparedness assistance through grants, contracts and other activities.

The NIMS Compliance Assistance Support Tool (NIMSCAST) is the web-based self-assessment instrument for Federal Departments and agencies as well as State, territorial, tribal, local governments to evaluate, report, and document their jurisdiction's progress and achievement of NIMS implementation activities.

Prior to allocation of any FY 2012 Federal preparedness awards, the Texas Homeland Security State Administrative Agency (THSSAA) must ensure compliance and/or alignment with the FY 2011 NIMS implementation plan. Accordingly, all sub-recipients must be 100% compliant with the FY 2011 NIMS Implementation Objectives and Metrics in NIMSCAST to be eligible to receive FY 2012 Homeland Security Grant funding or have received a written determination from the THSSAA indicating the sub-recipient "has demonstrated sufficient progress in NIMS implementation."

For FY2012, Sub-recipients are also strongly encouraged to credential their personnel in accordance with the *NIMS Guideline for Credentialing of Personnel*.

See [www.fema.gov/pdf/emergency/nims/nims\\_cred\\_guidelines\\_report.pdf](http://www.fema.gov/pdf/emergency/nims/nims_cred_guidelines_report.pdf).

**II. EMERGENCY MANAGEMENT PLANS (INTERMEDIATE LEVEL)**

Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period and must be at least at the Intermediate Level. Emergency Management Coordinators (EMCs) may now submit and check the level of their jurisdiction's emergency plans online through TDEM's ePlan application. Emergency Management Coordinators may register for the new ePlan application by contacting Amanda Rick at [amanda.rick@dps.texas.gov](mailto:amanda.rick@dps.texas.gov) or (512) 424-2450. The THSSAA will verify plans compliance with TDEM.

### III. OMB CIRCULAR A-133 SINGLE AUDIT

Any sub-recipient expending combined Federal or combined State funds in excess of \$500,000 must obtain an OMB Circular A-133 Single Audit and provide a copy of the reporting package to TXDPS. For those jurisdictions with fiscal years ending before October 1st, please base your answers on FY2011. For those jurisdictions whose fiscal year ends on or after October 1st, please base your answers on FY2010. For those sub-recipients whose A-133 audit disclosed no audit findings associated with the federal awards administered by the THSSAA, the sub-recipient may provide the THSSAA an A-133 §\_\_\_.320(e)(2) "Written Notification of No Findings" in lieu of providing a copy of the reporting package previously forwarded to the Federal Clearinghouse. The "Written Notification of No Findings" must contain required information about each grant award from THSSAA and must be signed by the Chief Elected Official, Chief Executive Officer, or Chief Financial Officer. Audits and reporting packages should be submitted to TXDPS via email at [A133review@dps.texas.gov](mailto:A133review@dps.texas.gov), or via U.S. Mail at Texas Department of Public Safety, P O Box 4087, Austin, Texas 78773-0001, and Attn: TDEM/A-133. Questions about A-133 audit requirements may also be directed to the above email address.

### IV. TEXAS REGIONAL RESPONSE NETWORK (TRRN)

The Texas Regional Response Network (TRRN) is a web-based application through the Texas Department of Public Safety (TXDPS), Texas Division of Emergency Management (TDEM). The function of the TRRN web application is to provide a central, web-based system to organize and coordinate resources in response to natural or man-made disasters.

- Any sub-recipient who has received Homeland Security Grant funding must be registered with TRRN.
- Any deployable equipment with a cost of \$5,000 or more, purchased with Homeland Security Grant funds, must be entered into the TRRN.

Technical questions or comments concerning the TRRN website and its operations can be directed to Dan Walker 512/424-2549 [dan.walker@dps.texas.gov](mailto:dan.walker@dps.texas.gov) or Jonathan King 512/424-7053 [jonathan.king@dps.texas.gov](mailto:jonathan.king@dps.texas.gov).

### V. DUN AND BRADSTREET DATA UNIVERSAL NUMBERING SYSTEM (DUNS), CENTRAL CONTRACTOR REGISTRATION SYSTEM (CCR), FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT (FFATA)

Every Sub-recipient must have an active DUNS number and CCR registration prior to submitting an application for Federal funding. Sub-recipients may obtain a DUNS number on [www.ccr.gov](http://www.ccr.gov) or by calling (866) 705-5711. To ensure the CCR will be active at the time of award, prior to printing and attaching your registration, please review and update your registration. To provide proof of a valid active DUNS number and CCR registration, please enter your DUNS number on this certification and attach a copy of your CCR registration which shows it is valid through the end of 2012. Sub-recipients are required to keep their CCR registration current, accurate, and complete through out the grant performance period. 2 CFR 25.

For those few Sub-recipients who received (1) 80% or more of their annual gross revenues from Federal awards, and (2) at least \$25 million in annual gross revenues from Federal awards, and their executive compensation is not already available in the Securities and Exchange Commission or Internal Revenue Service public reporting systems, then the Sub-recipient must include names of their top five highest compensated executives and list their total compensation. See 2 CFR 170. Sub-recipients are required to provide all required CCR & FFATA Sub-award Reporting System (FSRS) information. For questions about the DUNS, CCR and/or FFATA reporting requirements, please contact your Chief Financial Officer.

### VI. CRIMINAL HISTORY DISPOSITION REPORTING

Pursuant to Texas Code of Criminal Procedure article 60.14, the THSSAA, before allocating money to a County from any federal grant program for the enhancement of criminal justice programs, shall certify that the County has taken, or will take, necessary action to provide its criminal history records to the Texas Department of Criminal Justice and the Department of Public Safety. Prior to allocating any money to a County, the THSSAA will review the County's criminal history performance for a 90% disposition completeness rate for adult arrests under calendar years 2006-2010. If the County does not have a 90% completeness rate, the THSSAA will check to see if a Data Reporting Improvement Plan (DRIP) has been filed by the County with TXDPS. Information about reporting requirements and 5-year completeness percentages by County can be obtained by contacting Angie Kendall at [angie.kendall@dps.texas.gov](mailto:angie.kendall@dps.texas.gov) or 512/424-2471.

# **EXHIBIT “D”**

**Statement of Work**

**STATEMENT OF WORK FOR PRACTICIPATING LAW ENFORCEMENT  
AGENCIES**

In an effort to reduce border related crimes and assist in securing the County of Hidalgo, Texas and the United States border with the Republic of Mexico, the Hidalgo County Sheriff's Office, Hidalgo County Constable Departments, and participating local law enforcement agencies will enforce local and state laws within each agency's jurisdiction and will not enforce federal immigration laws on behalf of Customs and Border Protection/Border Patrol. Participating agencies will attain scheduling approval from Customs and Border Protection/Border Patrol prior to engaging in any work and shall forward said approval to County.

# **EXHIBIT “E”**

**City Grant Budget**

**OPERATION STONEGARDEN 2012  
EDINBURG POLICE DEPARTMENT**

	<u>ORIGINAL BUDGET</u>	<u>TACTICAL PHASE</u>			
		<u>1ST</u>	<u>2ND</u>	<u>3RD</u>	<u>4TH</u>
Overtime	109,269.00	27,317.28	27,317.28	27,317.21	27,317.23
Fringe Benefits	27,503.01	6,875.75	6,875.75	6,875.75	6,875.76
Vehicle Maintenance					
Equipment Maintenance					
Equipment					
Fuel Cost					
Mileage	21,534.98	5,383.74	5,383.74	5,383.75	5,383.75
Other					
Travel					
<b>TOTALS</b>	<b>158,306.99</b>	<b>39,576.77</b>	<b>39,576.77</b>	<b>39,576.71</b>	<b>39,576.74</b>
<b>FRINGE BENEFITS BREAKDOWN:</b>					
Health Insurance					
FICA 6.2%	6,774.68	1,693.67	1,693.67	1,693.67	1,693.67
Retirement 13.5%	14,751.32	3,687.83	3,687.83	3,687.83	3,687.83
Unemployment Comp. .19%	207.61	51.90	51.90	51.90	51.91
Workers' Comp. 5.28%	5,769.40	1,442.35	1,442.35	1,442.35	1,442.35
<b>TOTAL FRINGE BENEFITS</b>	<b>27,503.01</b>	<b>6,875.75</b>	<b>6,875.75</b>	<b>6,875.75</b>	<b>6,875.76</b>

# **EXHIBIT “F”**

**Cost Reimbursement Request Form  
and SAA Bulletins**

**HIDALGO COUNTY**  
**Operation Stonegarden FY 12**  
**Agency Cost Reimbursement Request**  
**TAB A - Signature Page**

Applicant name:

--

Project Title:

<b>2012 Operation Stonegarden</b>
-----------------------------------

Type of Reimbursement

--

Date Submitted

--

Reimbursement Period Start date:

--

Reimbursement Period End date:

--

Grant Year

<b>2012</b>
-------------

**Point of Contact:**

Name

--

Title

--

Organization

--

Email

--

Telephone

--

Fax

--

**Certification Authority:**

Name

--

Title

--

Organization

--

Email

--

Telephone

--

Fax

--

***Certification Authority Signature***

---

---

**By signing this document you are acknowledging that you are aware that you may be audited by HIDALGO COUNTY, TX DPS and or DHS/FEMA to verify that this request is valid. Failure to provide correct information could result in the disallowance and subsequent repayment of the entire amount requested.**

**HIDALGO COUNTY**  
**Operation Stonegarden FY 12**  
**(Name of Police Dept)**  
**Agency Cost Reimbursement Request**  
**TAB B - Detailed Report**

**I. Operational Overtime**

	Job Title/Name	Salary Hourly Rate at 100%	Hours of overtime	Overtime Rate	Total Overtime Charged	Total Fringe Benefit	\$ Requested
1	Deputy/ Joe Bob	\$19.05	2	\$28.58	\$57.16	\$0.00	\$57.16
2		\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00
3		\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00
4		\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00
5		\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00
6		\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00
7		\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00
8		\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00
9		\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00
10		\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL SALARIES</b>							<b>\$57.16</b>

**II. Travel and Per Diem**

	Job Title/Name	Total Travel Cost and event	
1			\$0.00
2			\$0.00
3			\$0.00
4			\$0.00
5			\$0.00
6			\$0.00
7			\$0.00
8			\$0.00
9			\$0.00
10			\$0.00
<b>TOTAL TRAVEL</b>			<b>\$0.00</b>

**III Vehicle/Equipment Rentals**

1		\$0.00
2		\$0.00
3		\$0.00
4		\$0.00
5		\$0.00
6		\$0.00
7		\$0.00
8		\$0.00
9		\$0.00
10		\$0.00
<b>TOTAL VEHICLE/EQUIPMENT RENTALS</b>		<b>\$0.00</b>

**IV Vehicle/Equipment Maintenance**

1		\$0.00
2		\$0.00
3		\$0.00
4		\$0.00
5		\$0.00
6		\$0.00
7		\$0.00
8		\$0.00
9		\$0.00
10		\$0.00
<b>TOTAL VEHICLE/EQUIPMENT MAINTENANCE</b>		<b>\$0.00</b>

**HIDALGO COUNTY**  
**Operation Stonegarden FY 12**  
**(Name of Police Dept)**  
**Agency Cost Reimbursement Request**  
**TAB B - Detailed Report**

**V Mileage**

*Vehicle number plus number of miles @ what rate*

1		\$0.00
2		\$0.00
3		\$0.00
4		\$0.00
5		\$0.00
6		\$0.00
7		\$0.00
8		\$0.00
9		\$0.00
10		\$0.00

**TOTAL MILEAGE** **\$0.00**

**VI Fuel Cost**

*Vehicle Number, amount of fuel @ what rate*

1		\$0.00
2		\$0.00
3		\$0.00
4		\$0.00
5		\$0.00
6		\$0.00
7		\$0.00
8		\$0.00
9		\$0.00
10		\$0.00

**TOTAL FUEL COST** **\$0.00**

**VII Equipment**

*Item Description*

1		\$0.00
2		\$0.00
3		\$0.00
4		\$0.00
5		\$0.00
6		\$0.00
7		\$0.00
8		\$0.00
9		\$0.00
10		\$0.00

**TOTAL EQUIPMENT** **\$0.00**

<b>TOTAL Operational Overtime</b>	<b>\$57.16</b>
<b>TOTAL Travel and Per Diem</b>	<b>\$0.00</b>
<b>TOTAL Vehicle/Equipment Rentals</b>	<b>\$0.00</b>
<b>TOTAL Vehicle/Equipment Maintenance</b>	<b>\$0.00</b>
<b>TOTAL Mileage</b>	<b>\$0.00</b>
<b>TOTAL Fuel Cost</b>	<b>\$0.00</b>
<b>TOTAL Equipment</b>	<b>\$0.00</b>

**REIMBURSEMENT REQUEST TOTAL** **\$57.16**



## **Cost Reimbursement Request Instructions**

- 1) The participating Police Department shall submit a Cost Reimbursement Request due on or before the 15<sup>th</sup> of each month for the previous month. Reimbursement Request received after the deadline will not be processed until the following month
  - I. **Operational Overtime** – Enter the title and name of the officer participating in the Operation Stonegarden project along with hourly rate, overtime rate and total amount of fringes attributed to the overtime amount. (Only FICA, Workman’s Compensation, Retirement, and Unemployment Compensation will be reimbursable.)
    - (1) Submit copies of time sheets with all required signatures, copies of general ledger and/or payroll distributions reports & proof of payment (i.e. copies of checks) from the Police Department’s or City’s Financial Management System to support the amount of Operational Overtime being requested.
  - II. **Travel and Per Diem** – Enter the title and name of the officer along with a brief description of the purpose of the travel and the amount incurred.
    - (2) Submit copies of travel supporting documentation (i.e. purpose of travel, proof of attendance) with all appropriate and required signatures and proof of payment (i.e. copies of general ledger and copies of checks).
  - III. **Vehicle/Equipment Maintenance** – Enter a brief description of the type of expenditure incurred, invoice number and amount. (List each invoice separately.)
    - (3) Submit copies of all invoices and proof of payment (i.e. copies of general ledger and copies of checks).
  - IV. **Mileage** – Enter the vehicle identification number (as identified by local police department) along with the number of miles and rate of the total dollar amount per vehicle.
    - (4) Submit copies of mileage logs identifying mileage at beginning of trip and mileage at end of trip along with the total miles traveled supported by all appropriate and required signatures.
  - V. **Fuel Cost** – Enter the vehicle identification number (as identified by the local police department along with the number of gallons and rate per gallon and

the total amount per vehicle). Note: The same vehicle can be entered multiple times depending on the different rates used.

- (5) Submit copies of documentation supporting the amount of fuel consumption and rate with all appropriate and required signatures and/or copies of actual fuel costs along with proof of payment (i.e. copies of general ledger and copies of checks, if applicable).

**VI. Equipment** – Enter a brief description of the equipment purchased along with the invoice number and amount. (List all invoices separately).

- (6) Submit copies of all invoices and proof of payment (i.e. copies of general ledger and copies of checks). In addition, attach a printout indicating a debarment check was done prior to each purchase. (See [www.sam.gov](http://www.sam.gov)). Submit a photograph depicting equipment purchased, identification number/serial number, and proof of tagging. Tagging must be accomplished according to SAA Information Bulletin No. 12-004, which was issued on May 24, 2012, and is attached and incorporated herein for all purposes.
  - a. Total for all categories arriving to the total amount of the Cost Reimbursement Request.
  - b. Enter the Police Department's name.
  - c. Enter additional information pertaining to the Cost Reimbursement Request being submitted.
  - d. Point-of-Contact – Complete the Point-of-Contact and Certification Authority information

2) Reimbursement packages can be mailed or submitted in person to:

Hidalgo County Auditor's Office  
2808 S. Business Highway 281  
Edinburg, Texas 78539-6243

- 3) Electronic copies of supporting documentation will also be accepted; however, the Cost Reimbursement Request must be an original signed with blue ink.
- 4) If the Cost Reimbursement Request is not legible, contains incomplete information, or lacks required signatures and/or supporting documentation, it will be returned for correction before processing.
- 5) The Police Department/City must submit a corrected Cost Reimbursement Request and/or pending documentation no later than the following month's deadline.
- 6) For any budget category expenditure being submitted for reimbursement, a copy of the Police Department's/City's written policies on overtime, travel and per diem, mileage

and procurement procedures should be submitted with the first Cost Reimbursement request.

- 7) Hidalgo County reserves the right to request additional information and documentation on expenditures and procedures to verify whether a cost is allowable and to satisfy audit requirements.
- 8) The Police Department/City must have all purchases paid and submitted by July 31, 2013.

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

[www.dps.texas.gov](http://www.dps.texas.gov)



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JOHN STEEN

## SAA Information Bulletin

No. 12-003

June 29, 2012

To: Texas Regional Councils  
Texas Association of Regional Councils  
All Texas State Homeland Security Grant Program Points of Contact  
Urban Areas Security Initiatives (UASI) Points of Contact

From: Machel Pharr  
Deputy Assistant Director

Subject: Federal Debarment and the Excluded Parties List System

### Purpose

In an effort to provide assurance to the Federal Government that the State of Texas and its sub-recipients comply with Federal Executive Order 12549, 44 CFR § 13.35 ("Subawards to debarred and suspended parties"), and the Texas Uniform Grant Management System (UGMS), the Texas Department of Public Safety/Texas Homeland Security-State Administrative Agency requires all Homeland Security Grant Program subrecipients (to include all programs administered by the TXDPS/THS-SAA) check the debarment status of all vendors before contracting with or making any purchases with funds from any federal grant.

The Excluded Parties Listing Systems (EPLS) is an electronic database of parties excluded from federal procurement and non-procurement programs and is located at [WWW.EPLS.Gov](http://WWW.EPLS.Gov). The EPLS identifies those parties excluded throughout the U.S. Government (unless otherwise noted) from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and nonfinancial assistance and benefits.

The TXDPS/THS-SAA requires Subrecipients to develop a written policy and procedure in order to ensure that the EPLS system is utilized. A sample policy and procedure has been provided below. These provided samples are intended as a guide but can be modified and adopted:

### Policy

Prior to procuring or entering into contract(s) for any goods/services, the subrecipient must check the debarment status of the vendor using the EPLS system ([WWW.EPLS.Gov](http://WWW.EPLS.Gov)) and document that verification has occurred. This policy applies to the procurement of all good(s) or service(s) regardless of unit price or quantity.

Furthermore, because vendors are being removed and new ones added on a daily basis, subrecipients will be required to verify the vendor before issuing a new purchase order, blanket purchase order, contract or single time purchase.

If verification has been performed prior to entering into multiple invoice or multiple billing period contracts, such as a yearly wireless phone subscription, then verification is not required prior to making each payment to the vendor. However, a verification should be performed prior to extending, renegotiating a follow-on contract, or entering into a new contract.

Each Jurisdiction must have a written policy that includes the verification of vendors using the EPLS system prior to procuring or entering into contract(s) for any goods/services.

Example Policy:

The County/City Purchaser shall verify debarment status of all vendors prior to utilizing Homeland Security funds, using the EPLS system ([WWW.EPLS.Gov](http://WWW.EPLS.Gov))

### **Procedures for Documentation**

Each subrecipient must be able to provide that debarment status of vendors has been verified before funds have been dispersed to the vendor.

Example Procedures:

Before Homeland Security funds may be spent, the County/City purchaser will:

1. Go to the EPLS Website([WWW.EPLS.Gov](http://WWW.EPLS.Gov)).
2. The County/City Purchaser or their agent will search the EPLS system for the vendor.
3. If the vendor is found not be debarred, a copy of the screen print indicating the vendor is not debarred at the time of the procurement should be included with the paperwork for that purchase and retained with the procurement records for audit and monitoring purposes.
4. If the vendor is debarred, the County may not do business with this vendor.

### **SAA Monitoring**

During monitoring and reviews, subrecipients must be able to provide proof that the debarment status of vendors was verified before a purchase or contract was executed, and all documentation should be retained for audit purposes (maintain a copy of the screen print verification from the EPLS website) throughout the record retention period for the particular grant. Failure to do so may result in withholding of reimbursements or a reduction in future grant funding.

**\*Texas Uniform Grant Management System (UGMS) III. State Uniform Administrative Requirements For Grants and Cooperative Agreements Subpart C—Post-Award Requirements\_\_\_\_.35 Subawards to debarred and suspended parties.**

**“Grantees and subgrantees must not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, “Debarment and Suspension.” A current list of “Parties Excluded from Procurement and Nonprocurement Programs” may be obtained from the federal General Services Administration in electronic form via modem or on the internet at <http://www.EPLS.GOV> State agencies are prohibited by the state appropriations act from purchasing**

**goods or services with appropriated funds “from companies which have been found, in a judicial or state agency administrative proceeding, to be guilty of unfair business practices.” The restriction on such purchases remains in effect for one year from the date of the determination of guilt.**

# TEXAS DEPARTMENT OF PUBLIC SAFETY

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JOHN STEEN

## SAA Information Bulletin

No. 12-004

May 24, 2012

To: Texas Regional Councils  
Texas Association of Regional Councils  
Urban Area Security Initiative Grant Program Points of Contact  
All Texas State Homeland Security Grant Program Points of Contact

From: Machel Pharr  
Deputy Assistant Director

Subject: Tagging and Inventory Requirements for Homeland Security Funded Equipment

This information bulletin replaces GDEM-SAA Information Bulletin No. 2, dated August 10, 2006. In an effort to clarify the 44 CFR 13.32 requirements that all Homeland Security Grant Program sub-recipients must follow with regards to the equipment tagging and inventory requirements, the following guidance is provided.

### Definitions

**Capital Asset** is personal property costing \$5,000.00 or greater per-unit and having an estimated useful life of greater than one year.

**Controlled Asset** is an asset that has a per-unit cost of less than \$5,000.00, however due to its high-risk nature, must be tracked regardless of per unit cost. The following is a list of Controlled Assets.

#### Controlled Asset Description

- Stereo Systems
- Cameras including Still, Digital, and Video
- Facsimile Machines
- TVs, VCRs, DVRs, and DVD Players
- Cellular and Portable Telephones
- Desktop CPU – Apple and non Apple
- Portable CPU – Apple and non Apple-including Tablet Devices
- Printer – Portable and non portable
- Data Projectors
- GPS Devices
- Communications Equipment
- Hand Held and Vehicle Mounted Radios
- Hand Held Imaging Units

#### Authority

(UGMS, SPA)  
(UGMS, SPA, THSSAA)  
(UGMS)  
(UGMS, SPA)  
(UGMS, THSSAA)  
(SPA, THSSAA)  
(SPA, THSSAA)  
(SPA, THSSAA)  
(THSSAA)  
(THSSAA)  
(THSSAA)  
(THSSAA)  
(THSSAA)  
(THSSAA)

- Night Vision Optics, Spotting Scopes, and Binoculars (THSSAA)
- Trailers (THSSAA)
- Generators (THSSAA)
- CBRNE Detection Equipment (THSSAA)

UGMS = Uniform Grant Management Standards

SPA = State Property Accounting System

THSSAA = Texas Homeland Security State Administrative Agency

### Equipment Inventory Management

A control system must be in place to ensure adequate safeguards to prevent loss, damage, or theft of the asset. Any loss, damage, or theft shall be investigated (44 CFR 13.32). In order to ensure compliance with federal regulation, the THSSAA requires all sub-recipients to comply with the following Equipment Management guidance:

### Equipment Inventory Requirements

Asset records must be maintained and a physical inventory of the homeland security grant-funded property must be taken and reconciled with the property records at least once every two years. (44 CFR 13.32, UGMS Subpart C.32). THSSAA requires sub-recipients to track and record all required grant-funded Capital Assets and Controlled Assets in an inventory system and reconcile those records once every two years. Sub-recipient inventory systems must contain the following information:

1. A description of the asset
2. A serial number or other identification number
3. The source of asset
4. Who holds title
5. The acquisition date
6. Cost of the asset
7. Percentage of federal participation in the cost of the asset
8. The location
9. Use
10. Condition of the asset
11. Any ultimate disposition data including the date of disposal and sale price of the asset
12. Control or inventory number

(Reference: A-133 Compliance Supplemental, 44 CFR 13.32, UGMS)

### Tagging Requirements

1. All Homeland Security Grant-funded Capital assets over \$5,000.00 in unit price and all controlled assets must be tagged.
2. Tagging is considered acceptable when it can be removed only through considerable effort or intentionally.
3. Asset tags must contain the following data:
  - a.. Jurisdiction's name
  - b.. Tag sequence number

Example: "Bexar County –No. 00025"

Remember: When practical, the equipment should be marked "Purchased with Funds Provided by the U.S. Department of Homeland Security".

4. The asset tag sequence number must be reflected as a column in the Jurisdiction's master inventory listing and must correspond with the asset data.
5. The sub-recipient must consider the placement of the asset identification tag for ease of access during inventory and inspections. If an asset is constructed of material that does not allow for a tag to be applied (e.g. rubberized, fabric), the Sub-recipient should use other means of tagging such as a permanent marker or engraving. If an asset's size does not allow for a tag to be applied (e.g. night vision optics), the Sub-recipient should place the tag on the storage container for that asset. Hand held radios can often be tagged under the battery. It is not necessary to deface an asset when applying a tag.
6. In the event that an asset is found to have its tag defaced or damaged to the point where number recognition is impossible, the jurisdiction should replace the identification tag assigned and affix a new one to the equipment. Lastly, update the master inventory list to reflect the new asset tag. A cross reference on the old record should also be made to provide an audit trail.
7. For Disposition, please refer to 44 CFR 13.32 (e)

# **EXHIBIT “G”**

**Weekly Report**



# **EXHIBIT “H”**

**Activity Log**

PLEASE TYPE IN YOUR CITY NAME  
2012 OPERATION STONEGARDEN  
GRANT #: EMW-2012-SS-00018-S01

DAILY ACTIVITY REPORT

Date: \_\_\_\_\_ Overtime Rate: \_\_\_\_\_

Beginning tour of duty: \_\_\_\_\_ Ending tour of duty: \_\_\_\_\_

Starting Mileage: \_\_\_\_\_ Ending Mileage: \_\_\_\_\_ Total: \_\_\_\_\_

Shift: \_\_\_\_\_ Unit # \_\_\_\_\_

Calls for Service: \_\_\_\_\_

Vehicle Stops: \_\_\_\_\_

Citations Issued: \_\_\_\_\_

Misdemeanor Arrests: \_\_\_\_\_

Felony Arrests: \_\_\_\_\_

Stolen Vehicles: \_\_\_\_\_

Pursuits: \_\_\_\_\_

IA turned over to BP: \_\_\_\_\_

Narcotics Seizures: \_\_\_\_\_

Non-Drug Seizures: \_\_\_\_\_

IA Intel Reports: \_\_\_\_\_

Consent to Search : \_\_\_\_\_

Cases Investigated: \_\_\_\_\_

Case Data Entry: \_\_\_\_\_

Administrative Duties: \_\_\_\_\_

Officer (Print) \_\_\_\_\_ Title: \_\_\_\_\_ I.D. # \_\_\_\_\_

Officer (Sign) \_\_\_\_\_ Title: \_\_\_\_\_ I.D. # \_\_\_\_\_

Supervisor: \_\_\_\_\_ Title: \_\_\_\_\_ I.D. # \_\_\_\_\_

PLEASE TYPE IN YOUR CITY NAME

Page \_\_\_\_ Of \_\_\_\_

OPSG 2012 Grant#: EMW-2012-SS-00018-S01

(Patrol Deputy, Sgt., Lt., Investigator)

PLEASE PRINT LEGIBLY

UNIT #	10-41	START MILEAGE	10-42	END MILEAGE	TOTAL MILEAGE

1.)

SECTOR	:00 PM - :00 AM, Deputy engaged in enhanced patrol activities in a designated area
	which is a rural high crime area in support of the goals identified in Operation Stonegarden

2.)

TIME AM/PM	SECTOR	

3.)

TIME AM/PM	SECTOR	

4.)

TIME AM/PM	SECTOR	

5.)

TIME AM/PM	SECTOR	

6.)

TIME AM/PM	SECTOR	

Police Officer: (Print) \_\_\_\_\_ I.D.#: \_\_\_\_\_ Date: \_\_\_\_\_

Police Officer: (Signature) \_\_\_\_\_ I.D.#: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor: \_\_\_\_\_ I.D.#: \_\_\_\_\_ Date: \_\_\_\_\_

# **EXHIBIT “I”**

**Property Acquisition Form**

