

# TEXAS DEPARTMENT OF PUBLIC SAFETY

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



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February 12, 2014

Dear Authorized Official,

Attached are FY2014 Local Border Security Program (LBSP) grant award documents for your jurisdiction/agency. This letter, and the attached documents, contain important information about the grant and provide instructions requiring your immediate action for grant acceptance.

Please follow the instructions at the top of the first page of the Terms and Conditions, and return all documents as instructed below to the Texas Department of Public Safety, Texas Homeland Security State Administrative Agency (THSSAA) **no later than March 31, 2014.**

The Grant Recipient Agreement (GRA) which includes the Grant Award, the Terms and Conditions, and attached Exhibits must be filled out, and signed by the person identified (Authorized Official) on the grant award. Signature by anyone else will only be accepted if a letter of designation from the governing body is attached that authorizes the person to sign for the Grantee. Letters of signature designation will be deemed as authorization for that person to sign any future documents related to the grant award unless the letter indicates otherwise.

### Return GRA via E-mail

The FY2014 GRA documents should be returned via email to [SAA-LBSP@dps.texas.gov](mailto:SAA-LBSP@dps.texas.gov) by the date indicated above. Please title the subject line of your email "LBSP" and name of jurisdiction (i.e. LBSP El Paso, City of). Submit the executed (signed) GRA (including a signed Award and the signed Terms and Conditions) as an attachment to the email using the same naming convention (i.e. LBSP Hidalgo County.pdf).

Please retain the original copy of each document submitted to the THSSAA for your records. The grant awards may be withdrawn if all required documents are not completed and submitted to the THSSAA within the deadline established above.

### FY2014 LBSP Key Dates

February 12, 2014	Date award Issued to Grantees
March 31, 2014	Deadline for signed Grant Recipient Agreement (GRA) to be returned to the SAA
August 31, 2014	End of Grantee's performance period
October 15, 2014	Liquidation Date (Final invoices/reimbursement requests are due to the THSSAA)

If you have any questions regarding the LBSP grant, please contact Sherry Saba at 512-377-0024.

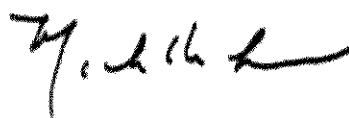
Sincerely,

Machelle Pharr  
Deputy Assistant Director  
Texas Homeland Security State Administrative Agency

**Texas Department of Public Safety  
Texas Homeland Security State Administrative Agency**

**2014 Recipient Grant Award**

<b>Sub-Recipient Name:</b>	Hidalgo County
<b>Sub-Recipient Authorized Official and Address:</b>	The Honorable Ramon Garcia 302 West University Dr. Edinburg, Texas 78539
<b>SAA Award Number:</b>	LBSP-14-0032
<b>Amount of Grant:</b>	\$174,676.00
<b>Amount of Match:</b>	No Matching Funds Required
<b>Grant Period:</b>	From: February 12, 2014 To: August 31, 2014
<b>Date of Grant Award</b>	February 12, 2014
<b>Program Title:</b>	Local Border Security Program FY 2014 (LBSP-14)
<b>Authority/Funding Instrument:</b>	Senate Bill 1, Article V, Rider 35 of the Texas General Appropriations Act (83 <sup>rd</sup> Legislature)
<b>CFDA:</b>	NA – These are State Appropriated Funds
<b>Method of Payment:</b>	Primary method is reimbursement
<b>Administered by:</b>	Texas Department of Public Safety Texas Homeland Security State Administrative Agency 1033 La Posada, Suite 160 Austin, Texas 78752

<b>Sub-Recipient Acceptance:</b> I have read, understood and agree to this Grant Recipient Agreement consisting of this Award and the attached Terms & Conditions.	
<b>AWARDING AGENCY APPROVAL</b>	<b>RECIPIENT GRANT ACCEPTANCE</b>
	
Machelle Pharr Deputy Assistant Director Texas Homeland Security State Administrative Agency Texas Department of Public Safety	Printed Name: Title:
Date: February 12, 2014	Date:
The signed Award with Terms and Conditions must be returned to <a href="mailto:SAA-LBSP@dps.texas.gov">SAA-LBSP@dps.texas.gov</a> on or before this <b>Grant Acceptance Due Date:</b> March 31, 2014	

# 2014 TERMS AND CONDITIONS

**Instructions:**

The Recipient shall:

1. Fill in the information and sign the Grant Recipient Award;
2. Certify they have read and understand these Terms and Conditions;
3. Certify to the statements provided in Exhibits A and B 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-LBSP@dps.texas.gov](mailto:SAA-LBSP@dps.texas.gov) on or before the date provided in the transmittal letter and/or in this Grant.

## 1. Grant Recipient Agreement

This Grant Recipient Agreement (consisting of this 2014 Grant 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 "Recipient" or "Grantee." Furthermore, DPS/THSSAA and the Recipient are collectively hereinafter referred to as the "Parties." This Grant Recipient Agreement, or otherwise referred to herein as "this Grant" or "this Agreement", is only an offer until Recipient returns the signed copy of this Grant on or before the date provided in the transmittal letter and/or in this Grant Recipient Award.

The FY 2014 Local Border Security Program, hereinafter referred to as "LBSP-14," is funded by the Eighty-third Texas Legislature, Regular Session 2013, Senate Bill 1, Article V, Rider 35 of the Texas General Appropriations Act. The Texas Legislature has appropriated funds for:

- a. Overtime and operational costs for increased patrol and investigative capacity for certified peace officers along with other law enforcement support personnel (i.e., Communications Officers/Dispatchers, Jailers); and
- b. Certain operational costs incurred as part of these overtime patrols and investigations, such as fuel/mileage and additional costs for minor emergency repairs, such as tire repair, fan belt replacement for vehicles or equipment being used in the program operations (limited to a maximum of \$150.00 per incident).

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

## 2. Overview and Performance Standards

All allocations and use of funds under this Grant must be in accordance with and shall comply with all provisions of the "Local Border Security Program Guide, FY 2014 (LBSP-14)" dated November 8, 2013, which is incorporated by reference herein. Recipient shall read, understand and by signature accept all terms of the Program Guide and these Terms and Conditions as binding.

Standard of Performance. Recipient shall perform all activities and projects which were approved by DPS/THSSAA. Any change to a project shall receive prior written approval by DPS/THSSAA. Recipient shall perform all activities in accordance with all terms and conditions, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

1. Certifications, hereinafter referred to as "Exhibit A"
2. Assurances, hereinafter referred to as "Exhibit B"

### **3. Failure to Perform**

In the event Recipient fails to comply with any and all required conference calls, meetings, financial reporting requirements, or any requirement of this Grant, in addition to the remedies specified in this Grant, Recipient is liable to DPS/THSSAA for the amount not to exceed the award amount of this Grant and may be barred from applying and receiving additional DPS/THSSAA grant program funds or any other program funds administered by DPS/THSSAA until repayment is made and any other compliance or audit finding is satisfactorily resolved. Failure to timely implement projects may reduce future funding in additional grant programs administered by DPS/THSSAA.

### **4. Funding Obligations**

- A. DPS/THSSAA will not be liable to Recipient for any costs incurred by 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 Recipient Award.
- C. DPS/THSSAA will not be liable to Recipient for any cost incurred prior to execution of this Grant.
- D. Recipient shall refund to DPS/THSSAA any sum of these Grant funds that has been determined by DPS/THSSAA to be an overpayment to Recipient or that DPS/THSSAA determines has not been spent by 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. Recipient shall make such refund to DPS/THSSAA within thirty (30) calendar days after DPS/THSSAA requests such refund.
- E. Notwithstanding any other provisions, 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 LBSP-14. DPS/THSSAA will not be liable to Recipient for costs which exceed the amount specified in this Grant.

### **5. Performance Period**

The performance period for this Grant is listed on the Grant 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. Recipient shall have expended all Grant funds and submitted reimbursement requests and any invoices to DPS/THSSAA by the end of the performance period. DPS/THSSAA will not be obligated to reimburse expenses incurred or submitted after the performance period.

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

Except as specifically modified by law or this Grant, Recipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DPS/THSSAA program legislation, DPS/THSSAA program guidelines, and the terms and conditions of this Grant. A non-exclusive list is provided below.

#### **A. Administrative Requirements**

- 1. State of Texas Uniform Grant Management Standards as developed under the authority of Chapter 783, Texas Government Code
- 2. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (the A-102 Common Rule)

#### **B. Cost Principles**

- 1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- 2. OMB Circular A-133, Audits of State, Local Governments and Non-Profits

### C. Audit Requirements

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

### D. Grant Guidance

The "Local Border Security Program Guide FY 2014 (LBSP-14)," available at [http://www.txdps.state.tx.us/director\\_staff/saa/2014LBSPGrantInfo.htm](http://www.txdps.state.tx.us/director_staff/saa/2014LBSPGrantInfo.htm)

## 7. State Requirements for Grants

Recipient shall comply with all 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). 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.

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 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 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 Recipient timely completes and files its reports.

## 8. Restrictions and General Conditions

- A. Use of Funds. DPS/THSSAA grant funds may only used for the purposes set forth in this Grant, and shall be consistent with the 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, State funds may not be used to sue the State of Texas or any other government entity.
- B. Lobbying Prohibited. No funds shall be expended by Recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of State Legislature, an officer or employee of the State Legislature, or an employee of a Member of the State Legislature in connection with any State action concerning the award or renewal of any State contract, grant, loan, cooperative agreement. Tex. Gov't Code § 556.0055. Recipient shall not use any State 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.

- C. Transferring Funds. Recipient is prohibited from transferring funds between grant programs (such as SHSP, UASI, and OPSG) or between each year of this Grant
- D. 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 Lone Star, to the other party at its respective address. For notice to DPS/THSSAA see address set forth below.

**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

- F. Points of Contacts. Within 30 calendar days of any change, Recipient shall notify DPS/THSSAA of any change or correction to the chief elected official, program, and/or financial points of contact.
- G. DUNS Number. 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. If Recipient does not have a DUNS number, it may obtain one by calling 866/705-5711 or going to <http://fedgov.dnb.com/webform>.
- H. Direct Deposit. If Recipient has not received LBSP 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 Recipient shall be emailed to [SAA-LBSP@dps.texas.gov](mailto:SAA-LBSP@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>. 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.
- I. Procurements. Recipient shall comply with all applicable state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes state funds awarded under this Grant.
- J. Use of DPS/THSSAA Seals and Non-Endorsement. Recipient shall obtain DPS/THSSAA's prior written approval before using its name, seal, logo, crest or reproductions. Funding of this Grant does not equate to endorsement of use of DPS/THSSAA's name.
- K. Recipient shall submit the following reports:
1. Border Incident Assessment Report (BIAR): Recipient shall email, fax or hand deliver all BIARs to its supporting JOIC as soon as possible, but no later than 9:00 AM daily following each reporting period.
  2. Steady State Report: Steady State activities are defined as normal patrol or investigative duties that do not use these Grant funds, but directly impact the overall LBSP mission. Recipient shall report this information to the Joint Operations and Intelligence Center.
  3. Uniform Crime Reporting (UCR): Recipient shall submit UCR data to the Crime Records Division of the Texas Department of Public Safety on a monthly basis.
  4. Criminal History Reporting: Recipient shall submit criminal history reporting data, including information on arrest, charges, and dispositions as required by Article 60 of the Texas Code of Criminal Procedure.
  5. LBSP-14 Financial Reports. Recipient shall submit financial reports (reimbursement request) preferably on a monthly basis, but at least quarterly.
- L. Unified Command (UC) Teleconferences/Meetings. Recipient shall participate in all scheduled UC teleconferences or meetings.

- M. Site Visits. DPS/THSSAA, through its authorized representative, has 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 DPS/THSSAA on the premises of Recipient or a contractor under this Grant, 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.
- N. Americans with Disabilities Act of 1990. 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.
- O. Public Dissemination of Sensitive Information. 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 Recipient without DPS/THSSAA prior written approval.
- P. Security Concerns/Violations. Recipient shall inform the DPS/THSSAA's Deputy Assistant Director in writing within two (2) calendar days of 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 Recipient's security procedures, Recipient shall immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action.

## **9. Monitoring**

DPS/THSSAA, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Recipient's compliance with this Grant and of the adequacy and timeliness of Recipient's performance pursuant to this Grant. After each monitoring visit, DPS/THSSAA shall provide Recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Recipient's performance under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Recipient. Failure by 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.

## **10. Audit**

Audit of State Funds. 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). 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. Recipient shall provide 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. Recipient shall permit DPS/THSSAA or its authorized representative to audit Recipient's records. Recipient shall provide any documents, materials or information necessary to facilitate such audit.

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

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

State Auditor's Clause. 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. Recipient agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. 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 Recipient relating to this Grant.

## **11. Retention and Accessibility of Records**

Retention of Records. Recipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to all applicable state and local laws, rules, and regulations, including but not limited to Tex. Loc. Gov't Code Ch. 203, UGMS §\_42, and this Grant. 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.

Access to Records. 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 Recipient pertaining to this Grant including records concerning the past use of DPS/THSSAA funds. Such rights to access shall continue as long as the records are retained by Recipient. 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. Recipient shall include the substance of the Retention of Records and Access to Records section herein in all subcontracts.

After Action Reporting. 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.

## **12. Legal Authority**

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

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

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

## **13. Notice of Litigation and Claims**

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

## **14. 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 Recipient, regardless of where the individual's actions or omissions occurred.

## **15. 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.

## **16. Changes and Amendments**

Modification. 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 Recipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Recipient is not valid.

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

Authority to Amend. During the period of performance for this Grant, DPS/THSSAA 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 in the form of Information Bulletins and Sub-recipient Manuals and shall have the effect of modifying this Grant and shall be binding upon Recipient as if written in this Grant.

Effect of Changes in State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in 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 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, Recipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Recipient's acceptance of the changes to this Grant.

## **17. 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.

## **18. Venue**

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

## **19. Suspension**

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

## **20. 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 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.

## **21. Enforcement**

If 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 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 Recipient or more severe enforcement action by DPS/THSSAA;

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 Recipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

The costs of Recipient resulting from obligations incurred by Recipient during a suspension or after termination of this Grant are not allowable unless DPS/THSSAA expressly authorizes them in the notice of suspension or termination or subsequently. Other 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 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 Recipient from being subject to "Debarment and Suspension" under E.O. 12549 or 44 C.F.R. §13.35.

## **22. Conflict of Interest**

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

## **23. Closing of the Grant**

- A. DPS/THSSAA will close this Grant after receiving Recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to award modifications and payments. If the close out review and reconciliation indicates that Recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to Recipient. If Recipient did not use all the funds received, DPS/THSSAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds. Recipient shall return the funds to the DPS/THSSAA within 30 calendar days of receiving the GAN.
- B. At the completion of Recipient's performance period, DPS/THSSAA will de-obligate all uncommitted / unexpended funds, which shall be returned to DPS/THSSAA, and will no longer available to Recipient once de-obligated.
- C. The closeout of this Grant does not affect:
  1. DPS/THSSAA's right to disallow costs and recover funds on the basis of a later audit or other review;
  2. 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 Recipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

***[Intentionally left blank]***

***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 \_\_\_\_\_

Title \_\_\_\_\_

Recipient Organization \_\_\_\_\_

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

\_\_\_\_\_  
Date

**EXHIBIT A**

**CERTIFICATIONS**

1. **DRUG-FREE WORKPLACE** - Recipient certifies that it will provide a drug-free workplace by:
- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
  - B. Establishing a drug-free awareness program to inform employees about:
    - i. the dangers of drug abuse in the workplace;
    - ii. Recipient's policy of maintaining a drug-free workplace;
    - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. the penalties that may be imposed upon employees for drug abuse violations.
  - C. Requiring each employee to be engaged in the performance of this Grant be given a copy of the statement required by paragraph (A).
  - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under this Grant, the employee shall:
    - i. abide by the terms of the statement, and
    - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five calendar days after such conviction.
  - E. Notifying DPS/THSSAA within ten calendar days after receiving notice under subparagraph (D) (ii) from an employee or otherwise receiving actual notice of such conviction.
  - F. Taking one of the following actions with respect to any employee who is so convicted:
    - i. appropriate personnel action against such an employee, up to and including termination; or
    - ii. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
  - G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.
2. **LOBBYING** – Recipient certifies that:
- A. It will not use grant 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.
  - B. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it shall notify DPS/THSSAA to obtain the appropriate disclosure form.
  - C. It will include the language of paragraphs (A) and (B) of this section in the award documents for all sub-awards or sub-contracts at all tiers and will require all sub-recipients and subcontractors to certify accordingly.

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

Print Name of Authorized Official \_\_\_\_\_

Title \_\_\_\_\_

Recipient Organization \_\_\_\_\_

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

\_\_\_\_\_  
Date

## EXHIBIT B

### ASSURANCES

As the duly authorized representative of Recipient, I certify that Recipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of Recipient's governing body or of 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 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 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 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 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. 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 sub-agreements.
11. 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.
12. 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.
13. 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

