

# COUNTY of HIDALGO



EDINBURG, TEXAS 78539

**HIDALGO COUNTY AUDITOR'S OFFICE**  
Hidalgo County Administration Building  
2808 South Business Highway 281  
Edinburg, Texas 78539-6243  
PHONE: (956) 318-2511  
FAX: (956) 318-2577  
WEBSITE: [www.co.hidalgo.tx.us/auditor](http://www.co.hidalgo.tx.us/auditor)

February 13, 2015

The Honorable Ramon Garcia, Hidalgo County Judge  
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1  
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2  
The Honorable Jose M. Flores, Commissioner, Precinct No. 3  
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

**RE: Certification of Revenue**

Dear Judge and Commissioners:


Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of Public Safety – Texas Homeland Security State Administrative Agency. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
\$65,000.00	Award No. LBSP-15-0042

CERTIFIED BY:

  
Raymundo Eufrazio, CPA  
Hidalgo County Auditor

2/17/15  
Date



**HIDALGO COUNTY DISTRICT JUDGES**

LUIS M. SINGLETERRY JUDGE, 92 <sup>ND</sup> D.C.	RODOLFO DELGADO JUDGE, 93 <sup>RD</sup> D.C.	J. R. "BOBBY" FLORES JUDGE, 139 <sup>TH</sup> D.C.	ROSE GUERRA REYNA JUDGE, 206 <sup>TH</sup> D.C.	JUAN R. PARTIDA JUDGE, 275 <sup>TH</sup> D.C.	MARIO E. RAMIREZ, JR. JUDGE, 332 <sup>ND</sup> D.C.	NOE GONZALEZ JUDGE, 370 <sup>TH</sup> D.C. OVERSEER	LETICIA LOPEZ JUDGE, 389 <sup>TH</sup> D.C.	AIDA SALINAS FLORES JUDGE, 398 <sup>TH</sup> D.C.	ISRAEL RAMON, JR. JUDGE, 430 <sup>TH</sup> D.C.	JESSE CONTRERAS JUDGE, 449 <sup>TH</sup> D.C.
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**AI -48386**

**Constables 8. G.**

**CC - REGULAR**

**Meeting Date:** 02/17/2015

**Submitted For:** Horaldo Sanchez, CONSTABLE PCT. #4

**Submitted By:** Nayla Munoz, CONSTABLE PCT. #4

**Department:** CONSTABLE PCT. #4

**Information**

**CAPTION**

Constable Pct. #4 - LBSP (1284):

1. Authorization and approval to accept the Local Border Security Program FY 2015 (LBSP-15) Grant Award No. LBSP-15-0042 in the amount of \$65,000.00 from the Texas Department of Public Safety; Texas Homeland Security State Administrative Agency for the period of February 1, 2015 to August 31, 2015.
2. Authorization for County Judge, as authorized official, to sign grant award form and related documents.
3. Authorization to pay overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues as certified by the County Auditor for the Local Border Security Program FY 2015 (LBSP-15).
5. Approval to appropriate the budget for LBSP-15 grant award in the amount of \$65,000.00.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2015

**ACCT. #:** 5-1284-421-00-294-080-5-

**FUNDS AVAILABLE Y/N?:** Y

**MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

No matching funds required.

Revenue Account: 5-1284-334-10-294-080-5-000 LBSP-REVENUES

Note: Expenses relating to Health Insurance and Life Insurance assigned to the overtime hours are to be charged to the Constable Pct. 4 general fund budget (Account # 5-1100-421-00-294-001-0-XXX).

**Attachments**

GrantAward

Financial Cost Estimate

Budget Appropriation

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	02/04/2015 04:26 PM
Sylvia Solis	Debbie Tamez	02/10/2015 04:55 PM

Auditor's Office  
Purchasing Department  
Form Started By: Nayla Munoz

Started On: 02/04/2015 03:34 PM

## Hector Sandoval

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**From:** Nayla Munoz [nayla.munoz@co.hidalgo.tx.us]  
**Sent:** Tuesday, February 10, 2015 5:03 PM  
**To:** 'Hector Sandoval'  
**Cc:** 'Sylvia Rios'; 'Horaldo Sanchez'  
**Subject:** Certification of Revenues

**Importance:** High

Good Afternoon Hector,

Can you please complete a Certification of Revenues for the LBSP FY15 Grant Award No. LBSP-15-0042.

The agenda item is AI #48386.

Should you have any questions or need additional information, feel free to contact me.

Thanks,

*Nayla Munoz*

Administrative Assistant

**Hidalgo County Constable Precinct 4**

2814 S. Business Highway 281

Edinburg, Texas 78539


T. (956) 383-8560 Ext. 4313

F. (956) 383-8565

**Texas Department of Public Safety  
Texas Homeland Security State Administrative Agency  
2015 Recipient Grant Award**

<b>Sub-Recipient Name:</b>	Hidalgo County Constable PCT4
<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-15-0042
<b>Amount of Grant:</b>	\$65,000.00
<b>Amount of Match:</b>	No Matching Funds Required
<b>Grant Period:</b>	From: February 1, 2015 To: August 31, 2015
<b>Date of Grant Award</b>	February 3, 2015
<b>Program Title:</b>	Local Border Security Program FY 2015 (LBSP-15)
<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

**Sub-Recipient Acceptance:** 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>
	
Garry Jones Deputy Assistant Director Texas Homeland Security State Administrative Agency Texas Department of Public Safety	Printed Name: Title:
Date: February 3, 2015	Date:

The signed Award with Terms and Conditions must be returned to [SAA-LBSP@dps.texas.gov](mailto:SAA-LBSP@dps.texas.gov) on or before this **Grant Acceptance Due Date: March 19, 2015**. Access to funds will be on hold until receipt of the signed Award with Terms and Conditions.

# 2015 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\\_SRA@dps.texas.gov](mailto:SAA_SRA@dps.texas.gov) on or before the date provided in the transmittal letter and/or in this Grant.

### Recipient Specific Conditions:

1. Per the 2015 LBSP Guidance Law Enforcement Personnel is reimbursed at 5% of the grantee's award or \$5000 whichever is less.

## 1. Grant Recipient Agreement

This Grant Recipient Agreement (consisting of this 2015 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 2015 Local Border Security Program, hereinafter referred to as "LBSP-15," 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 will not assign or transfer any interest in this Grant without the express, prior written consent of DPS/THSSAA. If Recipient issues sub-awards as part of this Grant project, Recipient shall include and require its sub-awardees 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 will comply with all provisions of the "Local Border Security Program Guide, FY 2015 (LBSP-15)" dated November 20, 2014, 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 require 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/or 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 will 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) will 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-15. 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 will be received within the performance period AND all reimbursement requests will 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. 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) available at <http://www.window.state.tx.us/procurement/catrad/ugms.pdf>, and the State Administrative Agency Sub-recipient Manual, available at [http://www.txdps.state.tx.us/director\\_staff/saa/documents/sub-recipientManual.pdf](http://www.txdps.state.tx.us/director_staff/saa/documents/sub-recipientManual.pdf). Recipient shall, in addition to the assurances and certifications, comply and require each of its sub-contractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, 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.

**7. Restrictions and General Conditions**

- A. Use of Funds. DPS/THSSAA grant funds may only be used for the purposes set forth in this Grant, and will 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 will 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 will 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 will 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 (optional). 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 will 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 will 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.

## 8. 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 will 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.

## 9. 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 State Single Audit Circular within the Texas Uniform Grant Management Standards (UGMS). Recipient shall comply, as applicable, with Texas Government Code, Chapter 783 and the Uniform Grant Management Standards (UGMS).

Right to Audit. Recipient shall provide 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 will 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 sub-contractors through Recipient and the requirement to cooperate is included in any sub-contract 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 sub-grants or sub-contracts 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.

## 10. 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 will be retained for three (3) years after any real estate or equipment final disposition.

Access to Records. Recipient shall give 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 will 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 Sub-contracts. Recipient shall include the substance of the Retention of Records and Access to Records section herein in all sub-contracts.

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.

## 11. 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.

## **12. 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.

## **13. 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.

## **14. 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 will not constitute a waiver of such provision, and will 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 will 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.

## **15. 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 will be promulgated by DPS/THSSAA in the form of Information Bulletins and Sub-recipient Manuals and will have the effect of modifying this Grant and will 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 will 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.

## **16. Headings**

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

## **17. Venue**

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

## **18. 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.

## **19. 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.

## **19. 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 resulting 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.

## **20. 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.

## **21. Closing of the Grant**

- A. DPS/THSSAA shall 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 shall send the final payment automatically to Recipient. If Recipient did not use all the funds received, DPS/THSSAA shall 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 shall de-obligate all uncommitted / unexpended funds, which will be returned to DPS/THSSAA, and will no longer be available to Recipient once de-obligated.

DATE: February 13, 2015

**2015**

DEPARTMENT HEAD: Constable Pct 4- Constable Atancio "J.R." Gaitan

Appropriation



DEPARTMENT NAME: Constable Precinct No. 4

ACCOUNT NUMBER: 5-1284-421-00-294-080-5-XXX LBSP GRANT FY2015

Contact Person: Horaldo Sanchez Ph# 956-383-8560 Ext. 4302

**SUBJECT:** Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
5-1284-421-00-294-080-5-131	CONST PCT4 LBSP-OVERTIME PAY	39,866.54
5-1284-421-00-294-080-5-220	CONST PCT4 LBSP-FICA	3,049.83
5-1284-421-00-294-080-5-230	CONST PCT4 LBSP-RETIREMENT	4,237.80
5-1284-421-00-294-080-5-250	CONST PCT4 LBSP-UNEMPLOYMENT COMP	239.33
5-1284-421-00-294-080-5-260	CONST PCT4 LBSP-WORKERS COMP	1,243.76
5-1284-421-00-294-080-5-581	CONST PCT4 LBSP-TRAVEL IN COUNTY	16,362.74
5-1284-334-10-294-080-5-000	CONST PCT4 LBSP-REVENUES	65,000.00
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>65,000.00</b>

**REASON:**

TO APPROPRIATE THE FY-14 LBSP GRANT FUNDS AWARDED TO THE CONSTABLE PCT NO. 4 OFFICE BY THE TEXAS DEPARTMENT OF PUBLIC SAFETY, TEXAS HOMELAND SECURITY STATE ADMINISTRATIVE AGENCY FOR OVERTIME EXPENDITURES. GRANT PERIOD EFFECTIVE 02-1-2015 TO 08-31-2015. (GRANT AWARD NO. LBSP-15-0042)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

**FINANCIAL COST ESTIMATE (OPTIONAL)**

**1. NAME OF PROGRAM / ASSISTANCE:** Local Border Security Program FY 2015

**2. APPLICANT NAME:** Hidalgo County Constable Pct. 4

**3. ESTIMATED MONTHLY EXPENSES:**

a. Personnel Estimate

Position	Number of Personnel	Hourly Rate	Overtime Rate (Time and 1/2)	Number of O/T Hours per Person per Day	Number of Days	Salary	FICA 7.65%	RET 10.63%	UNEMPL 0.60%	WC 3.12%	Total Salary & Fringe
SGT IV	1	\$25.24	\$37.86	6	2	\$454.32	\$34.76	\$48.29	\$2.73	\$14.17	\$554.27
SGT I	1	\$22.77	\$34.16	6	2	\$409.92	\$31.36	\$43.57	\$2.46	\$12.79	\$500.10
SR. DEP III	2	\$22.17	\$33.26	7	2	\$931.28	\$71.24	\$99.00	\$5.59	\$29.06	\$1,136.17
SR. DEP III	3	\$21.42	\$32.13	7	2	\$1,349.46	\$103.23	\$143.45	\$8.10	\$42.10	\$1,646.34
DEP II	4	\$19.48	\$29.22	7	2	\$1,636.32	\$125.18	\$173.94	\$9.82	\$31.05	\$1,996.31
DEP II	1	\$18.82	\$28.23	7	2	\$395.22	\$30.23	\$42.01	\$2.37	\$12.33	\$482.16
COMM OFFICER	1	\$13.86	\$20.79	6	2	\$249.48	\$19.09	\$26.52	\$1.50	\$7.78	\$304.37
COMM OFFICER	1	\$12.82	\$19.23	7	2	\$269.22	\$20.60	\$28.62	\$1.62	\$8.40	\$328.46
						39,866.54	3,049.83	4,237.80	239.33	1,243.76	\$6,948.18
						Total OT/Fringes for 7 months					

b. Travel & Per Diem Estimate

Position	Number of Personnel	Commercial Travel Costs	Mileage from / to County	Estimated Ave. Daily Miles	Number of Days	Total Mileage Cost	Hotel Rate \$85 Maximum	Hotel Tax Rate	Meals \$36 Maximum	Travel Totals
						\$0.00		\$0.00		\$0.00
						\$0.00		\$0.00		\$0.00
						Total Travel & Per Diem Estimate				
										\$0.00

c. Operational Cost Estimate

Number of Cars	Number of Miles per Car	Number of Days	Rate per Mile	Subtotal
12	85	4	\$0.575	\$2,337.54
				Total Operational Cost Estimate
				\$2,337.54

\*NOTE: Estimate either for fuel or mileage, not both.

**FILL IN SHADED FIELDS ONLY**

**4. NUMBER OF MONTHS IN THE GRANT PERIOD:** 7

**5. ARE YOU PAID MONTHLY OR BI-MONTHLY:** BI-MONTHLY

**6. INDICATE THE NUMBER OF HOURS IN YOUR PAY PERIOD:** 80

**7. TOTAL AMOUNT OF APPLICATION**

a. Personnel Estimate	\$48,637.26
b. Travel & Per Diem Estimate	\$0.00
c. Operational Cost Estimate	\$16,362.74
<b>Total Expenses</b>	<b>\$65,000.00</b>
<b>Total Grant</b>	<b>\$48,637.26</b>

**8. TYPE OF PAYMENT YOU PREFER: (check one)**

Reimbursement  ONE TIME Advance Payment Request