AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
August 4, 2015
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

6. **County Judge's Office:**

A. **AI-50724** Discussion and update on Colonia Lighting Initiative

B. **AI-50716** Proclamation declaring August 1-7, 2015 as National Breastfeeding Week.

7. **Constables:**

A. **AI-50723** Constable Pct. #1:
Approval of Interlocal Agreement between the Monte Alto ISD and the County of Hidalgo, Texas by and through Constable Pct.1

B. **AI-50628** Constable Precinct No. 4:
Discussion, consideration, and approval to appoint Victor Javier Rodriguez and Andrew Perez as Deputy Constables by Constable A. "J.R." Gaitan, Constable Precinct 4 in accordance with Texas Local Government Code Section 86.011.

8. **Sheriff's Office:**

A. **AI-50703** Authorization and approval to submit a State Administrative Agency Extension Request Form in reference to Operation Stonegarden FY 2013 and authorization for County Judge, as authorized official, to sign required documents.

B. **AI-50629** 1. Approval of Interlocal Agreement between Hidalgo County (Sheriff's Office) and South Texas College Police Department for Shooting Range Use/Training.
2. Authorization for County Judge, as authorized official, and County Sheriff to sign agreement.

C. **AI-50635** 1. Authorization and Approval of interlocal agreement for E9-1-1 Public Safety Answering Point (PSAP) Services between the Lower Rio Grande Valley Development Council (LRGVDC) and Hidalgo County.
2. Authorization for County Judge, as authorized official, to sign two copies of the agreement.

D. **AI-50069** Sheriff Office 2014 Operation Stonegarden Grant (1284):
1. Discussion, authorization, and approval to execute the Operation Stonegarden Grant Sub-Recipient Interlocal Agreement from the Governor's Division of Emergency Management (Texas Department of Public Safety) between the County of Hidalgo and the City Police Departments of Alamo, Donna, Edinburg, Hidalgo, La Joya, Mercedes, Mission, Palmview, Penitas, Pharr, San Juan, Sullivan City, and Weslaco (13).

2. Approval to appropriate the following city budgets for awarded amounts pursuant to sub-recipient interlocal agreements with the County of Hidalgo for the Operation Stonegarden Grant from the Governor's Division of Emergency Management (Texas Department of Public Safety):

	City of	**Amount**
1	Alamo	52,918.12
2	Donna	70,040.77
3	Edinburg	199,928.59
4	Hidalgo	206,172.51
5	La Joya	71,750.00
6	Mercedes	107,916.40
7	Mission	207,192.51
8	Palmview	84,500.00
9	Penitas	79,880.61
10	Pharr	210,240.00
11	San Juan	112,707.60
12	Sullivan City	69,895.00
13	Weslaco	62,500.00
	Total	**1,535,642.11**

E. **AI-50718** Authorization and approval for Sheriff J.E. "Eddie" Guerra to execute Provisional State and Local Task Force Agreement with Drug Enforcement Administration (DEA) to include OCDETF Hidalgo County Sheriff's Office (HCSO) officer.

F. **AI-50717** Authorization and approval for Sheriff J.E. "Eddie" Guerra to sign required documents on Estrella's House Interagency MOU & Interagency Working Protocol Agreement.

9. **Executive Officer - Valde Guerra:**

A. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
1) Renovations to Former Administration Building 1st and 2nd Floors
2) Update on other ongoing county owned building construction and renovation repair projects
3) Emergency situations occurring since last agenda meeting

B. **AI-50738** Discussion, consideration and action to update Department Liaisons List to include Executive Office to County Judge

C. **AI-50736** Appointment of representative to the Amigos Del Valle Board.

D. **AI-50662** Approval of request by City of Edinburg Fire Department for use of Administration Building Parking Lot located at SE corner of South Business Hwy. 281 and Canton Rd., fka, KMart to conduct their annual hose tests on Monday, August 10, 17, 24 & 31, 2015 from 5:30 pm to 10:00 pm

E. **AI-50669** Approval to accept settlement check from American Access Casualty Company in the amount of $110.10 to settle auto accident claim with County vehicle. (Sheriff Office)

F. **AI-50706** Approval of Re-Appointment of Valde Guerra to represent the County of Hidalgo on the City of Donna's Tax Increment Reinvestment Zone #2 (TIRZ) Board of Directors

G. **AI-50715** Requesting discussion/notification of Hidalgo County's Border Colonia Access Program's intent to exercise extension as provided under current contract through Amendment No. 9, under the same terms and conditions. Amendment would result in contract being extended commencing August 31, 2015 through February 28, 2017 to allow time for completion of construction projects.

10. **Human Resources - Esther Cortez:**

A. **AI-50739** County Judge (1100):

1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.

2. Discussion, consideration, and approval to create one full-time position as follows, effective next pay period of 08/10/2015:

Action	Slot#	Dept/Prog	Position Title	Proposed Budgeted Salary
Create	0038	110-006	County Executive Director	$92,000.00

3. Approval of interdepartmental transfer.

4. Approval to revise the salary schedule in accordance to Commissioners' Court action.

1. Discussion, consideration, and approval of the following personnel actions, effective next pay period of 08/10/2015:

Action	Slot #	Dept/Prog	Position Title	Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Net Diff
Title Change	0002	110-006	Chief Administrator	$83,883.00	Chief Deputy	$83,883.00	-0-
Reclassification	0003	110-006	Asst Chief Administrator	$70,040.00	Asst Chief Deputy	$73,000.00	$2,960.00
Salary Adj	0007	110-006	Executive Asst III	$61,800.00	Executive Asst III	$62,060.00	$260.00
Reclassification	0011	110-006	Executive Assistant	$50,117.00	Constituent Svcs Spec III	$51,520.00	$1,403.00
Reclassification	0012	110-006	Administrative Assistant	$43,260.00	Research Spec II	$44,460.00	$1,200.00
Reclassification	0018	110-006	Administrative Aide II	$46,397.00	Administrative Supv II	$50,011.00	$3,614.00
Reclassification	0024	110-006	Administrative Assistant	$41,200.00	Administrative Spec III	$42,281.00	$1,081.00
Reclassification / Add auto allowance	0028	110-006	Executive Assistant III	$59,740.00 $0.00	Economic Dev Director	$68,000.00 $4,000.00	$8,260.00 $4,000.00
Reclassification	0029	110-006	Administrative Asst III	$36,050.00	Administrative Spec II	$32,770.00	<$3,280.00>
Reclassification	0031	110-006	Executive Assistant II	$51,500.00	Constituent Svcs Spec IV	$53,000.00	$1,500.00
Reclassification	0032	110-006	Economic Dev Planner I	$52,002.00	Research Spec II	$46,200.00	<$5,802.00>
Reclassification / Remove auto allow	0035	110-006	Director, Economic Dev	$70,040.00 $4,000.00	Economic Dev Planner	$58,000.00 $0.00	<$12,040.00> <$4,000.00>
Delete	0037	110-006	Director of Special Projects	$63,000.00	-	$0.00	<$63,000.00>
Totals				$729,029.00		$665,185.00	<$63,844.00>

2. Approval of intradepartmental transfer.

3. Approval to revise the salary schedule in accordance to Commissioners Court Action.

B. **AI-50702** HIDTA - Other Sharing (1253):
1. Discussion, consideration and approval of the following personnel related actions, effective next pay period of 08/10/2015:

Action	Dept/Prog	Slot #	Position Title	Proposed Budgeted Salary
Create	270-013	0001	Assistant Chief Investigator	$65,000.00
Create	270-013	0002	Criminal Investigator II	$55,000.00

3. Approval of appropriation of funds.
4. Approval to create the salary schedule in accordance with Commissioners Court action.

C. **AI-50700** DA Investigation - HB65 (1223):
1. Discussion, consideration, and approval of the following personnel action, effective next pay period of 08/10/2015:

Action	Dept/Prog	Slot #	Position Title	Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
Salary Adjustment (Increase)	080-007	0130	Systems Support Manager	$65,000.00	$80,000.00	$15,000.00

2. Approval of appropriation of funds.
3. Approval to revise the salary schedule in accordance to Commissioners Court action.

D. **AI-50696** County Clerk - Records Management (1237):
1. Discussion, consideration and approval of the following personnel action, effective next pay period of 08/10/2015:

Action	Dept/Prog	Slot #	Position Title	Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
Salary Adjustment (Increase)	180-003	0002	Official Records Manager	$38,222.00	$48,149.00	$9,927.00

2. Approval of appropriation of funds.
3. Approval to revise the salary schedule in accordance to Commissioners Court action.

11. **Health & Human Services Department - Eddie Olivarez**

A. **AI-50641** Requesting approval to submit the Title V Prenatal renewal grant application for FY 16 in the amount of $144,029.00. New grant contract period will be from 09/01/2015 to 08/31/2016.

B. **AI-50640** Requesting approval to submit the Title V Child Health renewal grant application for FY 16 in the amount of $32,833.00. New grant contract period will be from 09/01/2015 to 08/31/2016.

C. **Health Care Funding District:**

1. Discussion and/or action, including but not limited to Health Care Funding District and/or Expenditures

D. **Indigent Health Care Program:**

1. Discussion and/or action, including but not limited to Indigent Health Care Program and 1115 Waiver and/or Expenditures

12. **IT Department - Renan Ramirez**

A. **AI-50685** DISTRICT ATTORNEY'S OFFICE
Authorization and approval to purchase new wireless device with service through the County's membership/participation with CONTRACT: DIR-SDD-1779 for VERIZON WIRELESS for the following:

Description:	Employee Name / ID:	Service Plan:
Cell Phone	Ricardo Rodriguez, Jr. / 152706	More Everything Unl. Talk & Text 8GB @ $32.73 + More Everything Line Charge @ $40.00 + Taxes/Fees @ $5.00 = $77.73/month
Cell Phone	Juan Villescas / 017361	More Everything Unl. Talk & Text 8GB @ $32.73 + More Everything Line Charge @ $40.00 + Taxes/Fees @ $5.00 = $77.73/month

13. **Urban County - Diana Serna:**

A. **AI-50672** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services.

2. Presentation of the scoring grid for the purpose of ranking by Commissioner's Court of at least three (3) professional engineering firms from the county's approved "pool" as graded and evaluated by the City of Progreso, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Years 25, 26 & 27 (2012, 2013 & 2014) City of Progreso – Street Improvements funds.

Professional Service Firm	**Grade**	**Ranked**
Javier Hinojosa Engineering	92.67%	

Fulcrum Consulting Services	91.67%	
Quintanilla, Headley & Associates, Inc.	86.67%	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm _____ for a Urban County Program Years 25, 26 & 27 (2012, 2013 & 2014) City of Progreso – Street Improvements project.

B. **AI-50661** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a) (4) for Appraisal Services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) Appraisal Services firms from the County's approved "pool" as graded and evaluated by City of Palmview, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program for Palmview Street Improvement Project (La Homa Road).

APPRAISAL	GRADE	RANKED
Leonel Garza, Jr. & Associates	95.33%	
Appraisal HAUS	87.33%	
HLH Appraisal Services	85%	

3. Authority to negotiate a professional appraisal service contract with the No. 1 ranked firm of
_____ for the provision of Appraisal Services for the City of Palmview Street Improvements Project (La Homa Road).

C. **AI-50660** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a) (4) for Appraisal Review Services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) Appraisal Review Services firms from the County's approved "pool" as graded and evaluated by City of Palmview, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program for Palmview Street Improvement Project (La Homa Road).

APPRAISAL	GRADE	RANKED
HLH Appraisal Services	92%	
Appraisal HAUS	33.33%	
Leonel Garza, Jr. & Associates	28.33%	

3. Authority to negotiate a professional appraisal review service contract with the No. 1 ranked firm of _____ for the provision of Appraisal Review Services for the City of Palmview Street Improvements Project (La Homa Road).

D. **AI-50603** Requesting approval to re-authorize Urban County Program Director to approve certain Change Orders on Urban County Projects.

14. **Precinct #2 - Comm. Cantu:**

A. **AI-50689** 1. Approval of Interlocal Agreement between Hidalgo County and the City of Alamo to reaffirm the previous agreement approved and dated February 13, 2001 to develop a solid waste collection facility in the vicinity of El Gato Road and South Tower Road.
2. Approval of ICA Project in accordance with Texas Government Code Section 791.014 to develop a solid waste collection facility project.

B. **AI-50701** 1. Requesting approval to rescind action taken on July 21, 2015, Agenda Item No. 50546 on Inter-local Agreement between Hidalgo County and Hidalgo County Drainage District No. 1 to Assist County in ROW acquisition services for Pct. 2 Regional Linear Park Project.
2. In accordance with section 791.001 of the Texas Government Code, requesting approval of Inter-Local Agreement between Hidalgo County Drainage District No.1 and the County of Hidalgo to assist each other in providing certain ongoing services.

C. **AI-50707** CO2014 - Pct. 2 (1345)
Approval of 2015 appropriation of funds in the amount of $42,000.00 to fund Pct 2 Eldora Road improvement project.

15. **Precinct #3 - Comm. Flores:**

A. **AI-50691** 1. Requesting approval of Interlocal Cooperation Agrement (ICA) between the County of Hidalgo and the City of Alton concerning certain improvements to FM 676 (Mile 5) from SH 364 (La Homa) to Taylor Rd.

2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement project regarding certain road improvements to FM 676 also known as Mile 5 from SH 364 (La Homa) to Taylor Road.

16. **Precinct #4 - Comm. Palacios:**

A. **AI-50711** 1. Approval of Certification of Revenues by the County Auditor for the Edinburg Consolidated Independent School District (ECISD) Bus Parking Lot Project.
2. Approval of 2015 appropriation of funds in the amount of $224,975.93 for the ECISD Bus Parking Lot Project.

B. **AI-50664** 1. Acceptance of resignation from Sandra Solis, Board Member of Tropical Texas Behavioral Health Board
2. Appointment of Board Member, Matiana Gonzalez-Wright to the Tropical Texas Behavioral Health Board

C. **AI-50519** Capital Outlay Fund (1301):
1. Approval of certification of revenues by the County Auditor for the Linn San Manuel Emergency Service Facility.
2. Approval of 2015 appropriation of funds in the amount of $14,701.70 for the generator purchased for the Linn San Manuel Emergency Service Facility.

17. **Budget & Management - Sergio Cruz:**

A. **AI-50732** 1. Presentation and discussion on financing of Capital Improvement Plan projects.

2. Consideration and approval of resolution authorizing publication of the County's Notice of Intent to Issue with respect to the Hidalgo County, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2015A.

3. Consideration and approval of Order authorizing the issuance, sale and delivery of Hidalgo County, Texas Limited Tax Refunding Bonds, Tax-Exempt Bonds Series 2015B; delegating certain authority to the County Judge pursuant to the provisions of Texas Government Code, Sections 1207.007 and 1207.008; levying a continuing direct annual ad valorem tax; authorizing the refunding of certain outstanding obligations; authorizing the execution of a bond purchase contract; approving an official statement, and making other provisions regarding such bonds and matters incident thereto.

4. Consideration and approval of Order authorizing the issuance, sale and delivery of Hidalgo County, Texas Limited Tax Refunding Bonds, Taxable Bonds Series 2015C; delegating certain authority to the County Judge pursuant to the provisions of Texas Government Code, Sections 1207.007 and 1207.008; levying a continuing direct annual ad valorem tax; authorizing the refunding of certain outstanding obligations; authorizing the execution of a bond purchase contract; approving an official statement, and making other provisions regarding such bonds and matters incident thereto.

5. Consideration and approval of resolution designating the County Judge of Hidalgo County as authorized representative of Hidalgo County to give notice of intent to reimburse expenditures with proceeds of tax exempt obligations.

B. **Budget Appropriations:**

1. **AI-50733** Courthouse Security (1241):
Approval to unappropriate funds in the amount of $14,850.40.

18. **Purchasing Department - Marty Salazar:**
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **Hidalgo County**

1. **AI-50632** Acceptance and approval of a refund check from Citibank [check # 4580001873-$4,000.00] as a result of reconciliation of pending invoices/statements as part of an authorized advance approved by HCCC on 02-17-15 [Regular AI#48476] so as to lift a "suspension status" imposed by Citibank on credit card accounts at that time.

2. **AI-50621** Recognition, acceptance and approval of donation of one turnkey solar light to be installed at the New Administration Building Parking Lot by Enviro-Lite Solutions, LLC, through USA Promlite, an awarded Buy Board contractor (#437-13) to Hidalgo County.

B. **Pct. 1**

1. **AI-50719** Acceptance and approval of the following work authorizations as submitted by Millennium Engineers Group, Inc. amid Contract #C-14-309-09-09 for the provision of "Construction Materials Engineering and Testing Services" as follows:

   A. Work Authorization No. 5 - Delta West Drainage Improvements Project in the amount of $3,852.50 through assigned requisition #281638; and,
   B. Work Authorization No. 6 - Tijerina Subdivision Improvements Project in the amount of $4,593.50 through assigned requisition #281635.

C. **Pct. 2**

1. **AI-50704** Approval of Supplemental Agreement No. 1 with L&G Consulting Engineers, Contract# C-15-046-03-03 for the removal of designation of Phase I and Phase II on Exhibit D of Work Authorization No. 2 for the Pct 2 Regional Linear Park Project.

D. **Pct. 4**

1. **AI-50673** Acceptance and approval of "Certificate of Substantial Completion" submitted and certified by project architect, Mata Garcia Architects, LLP, reflecting the date of July 24th, 2015 by JCon Construction, LLC awarded contractor for the Hidalgo County Precinct No. 4 "Construction of the Linn - San Manuel Emergency Services Facility" (Contract No. C-14-067-06-03).

E. IT Department

1. **AI-50730** Acceptance an approval of an Amendment between Tyler Technologies, Inc. and Hidalgo County under the current Maintenance and Support Service Agreement to continue agreement between both parties after the discontinuation of agreement with Texas Conference of Urban Counties.

F. Budget & Management

1. **AI-50671** Approval of an Amendment [clarification] of current lease agreement between Hidalgo County and Linebarger Goggan Blair & Sampson, LLC for the rental of office space at the HC Tax Office Building in Elsa, Tx as to the effective date of lease and allocation of rental payments already received to coincide with occupancy of said space.

19. Closed Session:
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. AI-50688 Cause No. CCD-0281-B; Electric Transmission Texas, LLC vs. Hidalgo County

D. AI-50651 C-6615-14-H; Jose Luis Perez v. Hidalgo County Constable Pct. 4 J.E. Eddie Guerra and Juan J. Ramos dba El Valle Warehouse

E. AI-50728 Notice of Claim - Rolando Garcia

F. AI-50653 Claim of Rebekah Villarreal

20. A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

B. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation" and

authority to submit letter of engagement

21. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-50687** Cause No. CCD-0281-B; Electric Transmission Texas, LLC vs. Hidalgo County

D. **AI-50652** C-6615-14-H; Jose Luis Perez v. Hidalgo County Constable Pct. 4 J.E. Eddie Guerra and Juan J. Ramos dba El Valle Warehouse

E. **AI-50729** Notice of Claim - Rolando Garcia

F. **AI-50654** Claim of Rebekah Villarreal

22. **Closed Session:**
Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

23. **Open Session:**
Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

24. **Adjourn**

AI-50724 **County Judge's Office** **6. A.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Michael Leo, COUNTY JUDGE **Submitted By:** Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion and update on Colonia Lighting Initiative

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/31/2015 11:16 AM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM

Form Started By: Sandra Deleon Started On: 07/31/2015 11:05 AM

Final Approval Date: 07/31/2015

AI-50716 **County Judge's Office** **6. B.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Julia Sullivan, COUNTY JUDGE

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COUNTY JUDGE

Information

CAPTION

Proclamation declaring August 1-7, 2015 as National Breastfeeding Week.

BACKGROUND

Fiscal Impact

Attachments

proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/31/2015 10:09 AM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM

Form Started By: Monica Badillo Started On: 07/31/2015 08:47 AM

Final Approval Date: 07/31/2015

UNITED STATES
DEPARTMENT OF AGRICULTURE
Office of the Secretary
Washington, D.C. 20250

NATIONAL WIC BREASTFEEDING WEEK

August 1–7, 2015

By the Secretary of Agriculture of the United States of America

A PROCLAMATION

WHEREAS human milk provides the ideal balance of nutrients for an infant's growth and development; reduces the risk of infectious and chronic disease; protects mothers' and infants' health; promotes mother, infant, and family bonding; and may reduce the risk of childhood obesity; and

WHEREAS the United States Department of Agriculture and cooperating State health departments and Tribal organizations promote and support exclusive breastfeeding as the optimal method of infant feeding through the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and other nutrition assistance programs; and

WHEREAS WIC agencies join professional health organizations and breastfeeding advocates worldwide in celebrating World Breastfeeding Week on August 1–7 of each year to collaboratively promote awareness of the numerous benefits of breastfeeding; to build individual, family, and community support for breastfeeding; to further strategies that protect optimal breastfeeding practices; and to encourage increased breastfeeding rates;

NOW, THEREFORE, in appreciation of breastfeeding mothers and of all the dedicated volunteers, professionals, communities, and organizations who support their efforts, I, Thomas J. Vilsack, Secretary of the United States Department of Agriculture, do hereby proclaim August 1–7, 2015, as National WIC Breastfeeding Week.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of May 2015, the two-hundred thirty-ninth year of the Independence of the United States of America.

Thomas J. Vilsack

THOMAS J. VILSACK
Secretary

AI-50723 **Constables** **7. A.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Joe Espinoza, CONSTABLE PCT. #1

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. #1:
Approval of Interlocal Agreement between the Monte Alto ISD and the County of Hidalgo, Texas by and through Constable Pct.1

BACKGROUND

To provide escort for the safety and security of its constituents while attending out of the District extracurricular and athletic sports events

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Fiscal Impact

Attachments

agreement
legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/31/2015 11:17 AM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM

Form Started By: Monica Badillo Started On: 07/31/2015 11:00 AM
Final Approval Date: 07/31/2015

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT BETWEEN THE MONTE ALTO INDEPENDENT SCHOOL DISTRICT AND THE COUNTY OF HIDALGO, TEXAS

This Agreement is made and entered into by and between the **MONTE ALTO INDEPENDENT SCHOOL DISTRICT ("District")**, and the **COUNTY OF HIDALGO, TEXAS ("County")**, by and through **CONSTABLE PRECINCT 1,** pursuant to the authority granted and in compliance with the provisions of the TEXAS INTERLOCAL COOPERATION ACT, (the "Act") Chapter 791, Texas Government Code, as follows:

I. RECITALS

WHEREAS, the District is organized as an Independent School District under the laws of the State of Texas for the purpose of educating and providing other activities, which assist and benefit the youth and general community. and

WHEREAS, the District seeks to increase the safety and security for faculty, students, and members of the Monte Alto community when attending out of the District extracurricular, and athletic sports events; and

WHEREAS, an interlocal agreement may be entered into by any local government which includes a political subdivision, and which is defined in Section 791.003(4) and (5) of the Local Government Code, as any corporate and political entity organized under state law, and

WHEREAS, District has the need for a uniformed Texas Peace Officer and vehicle escort, and the County herein agrees to provide said escort for the safety and security of its constituents;

NOW, THEREFORE, and in consideration of the premises and the mutual promises, covenants and agreements set forth in this Agreement, County and District agree as follows:

II. CONSIDERATIONS

A. Mutual Promises

1. The County, by and through the Constable Precinct 1, shall provide no less than two Constable Precinct 1 Deputies and vehicle units to provide an escort for the District's out of District travel events.

2. The District shall provide fuel for the two vehicle units used during an escort service, as consideration to the County for the continued implementation of this Agreement. The District will not release any cash, or checks for fuel. District personnel shall facilitate the filling up of the vehicles used prior to and on the day of the scheduled escort service. Escort services shall be scheduled at least seven (7) days prior to the escort request.

3. The District shall provide the two Constable Precinct 1 Deputies a pre-escort meal, as well as a post-escort meal as consideration to the County for the performance of this Agreement. The meals provided will be commensurate with the meals provided to District faculty and students.

B. Operational Expenses

1. To the extent feasible, each entity shall pay its own costs associated with the performance of this Agreement.

2. Constable Precinct 1 shall provide any and all compensation to Deputies for any hours worked during an escort service, including any overtime incurred, pursuant to the County's applicable personnel policies, rules and procedures.

C. Liability Insurance

1. Each entity shall carry sufficient liability insurance at statutorily required limits, pursuant to the Texas Tort Claims Act.

III. INDEMNIFICATION

1. County Not Liable for Actions Directed by District. County shall not be liable to the District or to any third party for any act or omission of any District employee, representative, or agent, while that employee, representative, or agent is acting under the direction of any officer, administrator, or employee of the District.

2. No Waiver of Governmental Immunity. Neither County nor District, via this agreement, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature in the Texas Government Code. The fact that County and District have entered into this agreement shall not in any way, constitute a deliberate waiver of immunity by either entity, which immunities are expressly reserved by both parties.

IV. GOVERNING LAW

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by the Agreement as performable in Hidalgo County, Texas.

V. SUCCESSORS AND ASSIGNS

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. This Agreement shall not be assignable.

VI. EFFECTIVE DATE/TERM

This Agreement shall be in full force and effect beginning the first day of the month preceding its approval by both governing bodies, and shall be automatically renewed on the anniversary of its effective date of each succeeding year, for no more than three (3) years.

VII. NOTICES AND TERMINATION

This Agreement may be terminated by either party by giving thirty (30) days notice of termination to the other party. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to District: Monte Alto Independent School District
Attention: Olivia Almanza-Pena, Superintendent
25149 1st Street
Monte Alto, Texas 78538

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
P.O. Box 1356
Edinburg, Texas 78540-1356

With copy to: Hidalgo County Constable Precinct No. 1
Attention: Constable Celestino Avila Jr.
1902 Joe Stephens Suite 303
Weslaco, Texas 78599

IX. ENTIRE AGREEMENT

This contract contains the entire Agreement of the parties with respect to the matters covered by its terms. No other agreements, statement or promise made by any party or to any employee, officer or agent of any party, that is not contained in this Agreement, shall be of no force or effect, unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

X. LEGAL CONSTRUCTION/SERVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XI. DISPUTE RESOLUTION

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two weeks to a neutral, trained party for assistance in dispute resolution by means of non-binding mediation. If mediation efforts are unsuccessful, parties may resort to protecting their rights by litigation in district court.

Said neutral third party should, if possible, be a local person with a background in dispute resolution and subject law. If the parties cannot agree on a third party neutral, then they shall submit the process to the American Arbitration Association for the selection a third party neutral and the accomplishment of the dispute resolution, in accordance with its guidelines.

XII. PERFORMANCE OF GOVERNMENTAL FUNCTIONS

Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

XIII. COMMITMENT OF CURRENT REVENUES

In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

THIS AGREEMENT is executed in duplicate originals, copies of which shall be considered a true and correct original copy of this Agreement:

MONTE ALTO INDEPENDENT SCHOOL DISTRICT

BY: Olivia Almanza-Peña
Olivia Almanza-Pena, Superintendant

COUNTY OF HIDALGO

BY:_____
Ramon Garcia Hidalgo County Judge

ATTEST:

By:_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza
Assistant District Attorney
Hidalgo County

Zimbra **monica.badillo@co.hidalgo.tx.us**

Legal

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Fri, Jul 31, 2015 10:30 AM
Subject : Legal
To : 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>
Cc : 'Joe Espinosa' <joe.espinosa@co.hidalgo.tx.us>
Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Badillo,

Our office has reviewed the Monte Alto ISD Agreement and approve as to form. Please let me know if you need any further assistance. Thank you.

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

****
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO victor.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
****

AI-50628 **Constables** **7. B.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Horaldo Sanchez, CONSTABLE PCT. #4

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Precinct No. 4:
Discussion, consideration, and approval to appoint Victor Javier Rodriguez and Andrew Perez as Deputy Constables by Constable A. "J.R." Gaitan, Constable Precinct 4 in accordance with Texas Local Government Code Section 86.011.

BACKGROUND

Victor Javier Rodriguez and Andrew Perez Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-294-001-0-XXX

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

BUDGETARY IMPACT:

Monies budgeted within positions 294-001 Slot #0010 & Slot #0011.

Attachments

Chap86

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/27/2015 09:34 AM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM
Form Started By: Nayla Munoz		Started On: 07/27/2015 08:34 AM
Final Approval Date: 07/31/2015		

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) Except as provided by Subsection (c-1), a reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(c-1) If a constable appoints more than one reserve deputy constable, the constable may execute a blanket

surety bond to cover the reserve deputy constables. Instead of a reserve deputy constable executing an individual bond under Subsection (c) or the constable executing a blanket surety bond, the county may self-insure against losses that would have been covered by the bond.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, Sec. 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.822, eff. Sept. 1, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 261, Sec. 1, eff. June 17, 2011.

AI-50703 **Sheriff's Office** **8. A.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Richard Ozuna, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Authorization and approval to submit a State Administrative Agency Extension Request Form in reference to Operation Stonegarden FY 2013 and authorization for County Judge, as authorized official, to sign required documents.

BACKGROUND

Grant Number: EMW-2013-SS-00045 (Federal)
2013-GA-48215-04 (SAA--State Administrative Agency)
Original grant award amount: $3,321,163.51 (AI# 43734 3/25/14)
Supplemental grant award amount: $158,943.59 (AI# 50097 6/23/15)
Original grant award termination date: February 28, 2015
New termination date requested: August 15, 2015.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1284-421-00-280-047-6-XXX

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

BUDGETARY IMPACT:

No budgetary impact. Grant period extension only. New termination date: August 15, 2015.

Attachments

SAA Extension Request

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/30/2015 03:31 PM
Budget & Management	Debbie Tamez	07/30/2015 04:15 PM
Manuel Chapa	Manuel Chapa	07/31/2015 11:23 AM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 07/30/2015 02:37 PM

Final Approval Date: 07/31/2015

State Administrative Agency (SAA)
Extension Request Process and Form Instructions

All sub-recipients of the SAA must request performance period extensions using the following Extension Request Form. Any request outside of this process will not be considered. (See SAA IB #11-003)

Extension Requests will only be accepted in the last 6 months of the performance period and no later than 30 days before the end of the performance period. Exceptions will be considered on a case by case basis, and must be fully documented when submitted. Projects managed through a Council of Governments (COG) or Urban Area (UA) *must have* COG/UA Point of Contact approval and signature before the SAA will review the request**.** Extension requests must be submitted via **e-mail** to the SAA Lead Grant Coordinator assigned to your Region/UA. These assignments can be found at the link listed below.

The submitting sub-recipient will be notified of approvals/denials through an e-mail containing a copy of the original request with approval/denial indicated and notes. The SAA will attach a Grant Adjustment Notice (GAN) to the e-mail for all approved extensions. The GAN must be signed and returned to the SAA. *Please note, all invoices must be submitted to the SAA by the end of the performance period.*

FORM INSTRUCTIONS

Fill in all the blanks of the Extension Request Form as applicable using as much detail as possible.

Clarification of Request Information:

- **Region/UASI =** from the drop down list, select the name of the Council of Governments or Urban Area. If request is for a state agency, please select State Agency. If the request is for another type of entity, please select NA.
- **Award Amount =** provide the award amount from your most recent Sub-Recipient Agreement or Grant Adjustment Notice.
- **Amount Invoiced =** provide the amount of funding that has been *completed and invoiced* as of the request date. This information can be found on the SPARS website. (Except for State Agency projects funded with grants prior to 2010.)
- **Amount Uncommitted =** provide the amount of uncommitted funding as of the request date. This information can be found on the SPARS website. (Except for State Agency projects funded with grants prior to 2010.)
- **Current End Date =** provide the most current performance period end date on your most recent Sub-Recipient Agreement or Grant Adjustment Notice.
- **Requested End Date =** provide the date you are requesting to extend your performance period. *PLEASE NOTE* - All invoices must be received by the SAA before the end of the extended performance period.
- **Total # of projects sub-grantee is responsible for =** provide the number of projects the sub-grantee was funded and responsible for during the requested grant year.
- **Total # of projects completed =** provide the number of projects the sub-grantee has completed. These should be projects in which all invoices have been submitted in SPARS and to the SAA.
- **List projects included in the extension =** provide the titles of the projects that will continue in the extension period. Please use the same titles that are reflected in SPARS. If none of the projects are completed and all of your projects will remain open during this extension period, you may check the box. The SAA will review the progress on the projects in evaluating this extension request.
- **Justification for Extension =** provide a detailed and project specific justification explaining what has caused the delays, why the extension is needed, and how similar delays will be avoided in the future. Each extension decision will be based on this information. Attach additional pages as necessary.
- **Signature =** the form must be signed by the Director or Authorized Official or their designated signee.

How to:

Print - Click yellow print button in upper right corner of the form, select your printer from drop down and click OK**.**
Save - Click on yellow print button, check the "Print to File" box and click OK and follow the next steps to Save.

Grant Coordinator Assignments and Contact Information:
http://www.txdps.state.tx.us/director_staff/saa/documents/grantGrpAlignments.pdf

State Administrative Agency
E-mail - *SAA@TXDPS.state.tx.us*
Fax - *(512) 206-3137*
Mail - *1033 La Posada, Suite 135, Austin, TX 78752*

State Administrative Agency
Extension Request Form

SAA Serve Texas. Administer Resources.

EXTENSION INFORMATION
(Please complete all fields below and provide detail information)

Date: 07/30/15 **Agency/Jurisdiction:** Hidalgo County Sheriff's Office **Region / UASI:** Lower Rio Grande Valley COG

Requestor's Information **Name:** J.E. "Eddie" Guerra **Phone #:** (956)383-8114 **Email:** sheriff.guerra@hidalgoso.org

Grant Information:

Grant Year: 2013 **Grant:** OPSG

Award Amount: $3,480,107.10

Amt. Invoiced: (Submitted to SAA) $3,314,896.30

Amt. Uncommitted: $165,210.80

Performance Period:

Current End Date: Jul 31, 2015

Requested End Date: Aug 15, 2015

Project Information:
Please provide the following project information for requested grant & grant year:

Total **#** of projects sub-grantee is responsible for: 1

Total **#** of projects completed:

List projects included in this extension: If **ALL**, check box ☒
(Please use SPARS titles)

1.
2.
3.
4.
5.
6.

Justification for Extension: (Please be *project* specific)

Hidalgo County is requesting a no-cost 15 day extension on the 2013 Operation Stonegarden grant. The purpose of this extension is for the submission of final reimbursement under the grant.

Date **Printed Name** (Director/Authorized Official) **Signature** (Director/Authorized Official)

Regional or UASI POC Use Only

POC Name: **Date Received:**

Notes or Comments:

☐ APPROVED
☐ DENIED

Date **Printed Name** (Regional POC/UASI POC) **Signature** (RegionalPOC/UASI POC)

NOTE: **Save** a copy of this form for your records.

SAA USE ONLY

STEP 1 - **Grant Coordinator Review**

Date Received | GC Initials | BA Initials | Lead Initals | Spvr Initals

☐ APPROVED
☐ DENIED

Notes or Comments:

STEP 2 - **Management Review**

Dep. Adm. Initals | Signature - Deputy Assistant Director | Date

☐ APPROVED
☐ DENIED

Notes or Comments:

AI-50629 **Sheriff's Office** **8. B.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of Interlocal Agreement between Hidalgo County (Sheriff's Office) and South Texas College Police Department for Shooting Range Use/Training.
2. Authorization for County Judge, as authorized official, and County Sheriff to sign agreement.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	07/27/2015 12:52 PM
Budget & Management	Veronica Ortiz	07/29/2015 03:00 PM
Manuel Chapa	Manuel Chapa	07/30/2015 02:24 PM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM
Form Started By: Emilia Uriegas		Started On: 07/27/2015 12:35 PM
Final Approval Date: 07/31/2015		

SOUTH TEXAS COLLEGE

Police Department
2509 W. Pecan Blvd.
McAllen, Texas 78501

July 20, 2015

Hidalgo County Sheriff's Department
711 El Cibolo Road
PO Box 1228
Edinburg, Texas 78540

Re: Interlocal Agreement for Shooting Range Use/Training

Dear Sheriff J.E. "Eddie" Guerra:

Thank you for providing the use of the Hidalgo County Sheriff's Department firing range for South Texas College Police Department training. Attached is a signed Interlocal Agreement and Waiver Agreement.

Respectfully,

Paul Varville
Chief of Police

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

July 13, 2015

South Texas College Police Department
2509 W. Pecan Blvd. (Pecan Plaza)
McAllen, Texas 78501

Re: Interlocal Agreement for Shooting Range Use/Training

Dear Chief Paul Varville:

Please review the enclosed Interlocal Agreement for the utilization of our Hidalgo County Sheriff' Office Shooting Range. This agreement has been reviewed by our legal office and will become effective once signed by all parties involved. Once reviewed and signed, please return accordingly.

Please feel free to contact Division Chief Gabriel Castaneda at (956) 393-6003 with any questions or concerns.

Respectfully,

J.E. "Eddie" Guerra
Hidalgo County Sheriff

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

STATE OF TEXAS

COUNTY OF HIDALGO

INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS BY AND THROUGH THE HIDALGO COUNTY SHERIFF'S OFFICE AND SOUTH TEXAS COLLEGE POLICE DEPARTMENT FOR SHOOTING RANGE USE/TRAINING

This Agreement is entered into, by and between the COUNTY OF HIDALGO, TEXAS (COUNTY) By and Through The HIDALGO COUNTY SHERIFF'S OFFICE (SHERIFF'S OFFICE) and the **SOUTH TEXAS COLLEGE POLICE DEPARTMENT** hereinafter referred to as LAW ENFORCEMENT AGENCY, pursuant to the authority granted and in compliance with the provisions of the TEXAS INTERLOCAL COOPERATION ACT, (the "Act") Chapter 791, Texas Government Code, as follows:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Inter-local Cooperation Act, provides that any one or more local government entities may contract with each other for the performance of governmental functions and for the joint use of facilities or services for police protection and for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the COUNTY, for the purposes of performing functions of law enforcement through its SHERIFF'S OFFICE, has a shooting range/training facility (RANGE);

WHEREAS, the LAW ENFORCEMENT AGENCY has a need for use of the RANGE which will be utilized in the service of crime prevention and for law enforcement purposes, such as training.

WHEREAS, the SHERIFF'S OFFICE and LAW ENFORCEMENT AGENCY are located in close proximity and have a common law enforcement and crime prevention initiative and close working relations; and

WHEREAS, the SHERIFF'S OFFICE and LAW ENFORCEMENT AGENCY have heretofore entered into this Agreement providing for the facility sharing and use of the RANGE to the LAW ENFORCEMENT AGENCY for law enforcement purposes; and

NOW, THEREFORE, to enhance cooperation amongst local law enforcement agencies and express their mutual commitment to the service of crime prevention and for law enforcement purposes, the SHERIFF'S OFFICE and the LAW ENFORCEMENT AGENCY hereby agree as follows:

1. FACILITY SHARING: the SHERIFF'S OFFICE will share and allow use of its RANGE to the LAW ENFORCEMENT AGENCY for use in training related to law enforcement purposes under the following terms and conditions outlined below.

2. IN CONSIDERATION OF THE FACILITY SHARING: LAW ENFORCEMENT AGENCY further agrees to the following:

   a. The LAW ENFORCEMENT AGENCY agrees to scheduling use of the RANGE at a mutually agreeable time and date.

   b. The LAW ENFORCEMENT AGENCY agrees to abide by the Firearms Range Safety Rules attached hereto and incorporated by reference as Exhibit "A".

   c. The LAW ENFORCEMENT AGENCY ACCEPTS the RANGE facility in "as-is" condition and acknowledges that the COUNTY and SHERIFF'S OFFICE make no warranty in any manner as to the fitness of the facility for any specific purpose.

   d. The RANGE is the property of the COUNTY and SHERIFF'S OFFICE and use of said RANGE is subject to the policies, rules and procedures established by the SHERIFF'S OFFICE.

   e. The LAW ENFORCEMENT AGENCY agrees that the RANGE shall be solely used in the service of crime prevention and for law enforcement purposes, such as training.

   f. The LAW ENFORCEMENT AGENCY shall be solely responsible for any injuries or damages to persons or property when the RANGE is used by their employees, and shall maintain liability insurance coverage for any such loss. Proof of same shall be provided to COUNTY/SHERIFF'S OFFICE prior to any scheduled use of the RANGE.

   g. The LAW ENFORCEMENT AGENCY shall provide executed Waiver Agreements for Law Enforcement (attached as Exhibit "B") to the HIDALGO COUNTY SHERIFF'S OFFICE prior to any scheduled use of the RANGE.

3. INDEMNITY: TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND LAWS OF THE STATE OF TEXAS, LAW ENFORCEMENT AGENCY, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE

COUNTY OF HIDALGO, TEXAS, SHERIFF'S OFFICE, THEIR PREDECESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND FORMER, PRESENT AND FUTURE AGENTS, EMPLOYEES, DIRECTORS AND OFFICERS FROM ANY LIABILITY ARISING OUT OF THE USE OF THE RANGE (identified herein) FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR TO PROPERTY WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE USE OF THE RANGE PROVIDED FOR UNDER THIS AGREEMENT.

4. LAW GOVERNING VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas.

THE HIDALGO COUNTY SHERIFF'S OFFICE WILL RECEIVE NO COMPENSATION FROM THE LAW ENFORCEMENT AGENCY FOR ANY FACILITY SHARING PURSUANT TO THIS AGREEMENT. THIS AGREEMENT BECOMES EFFECTIVE ON THE DATE IT IS SIGNED BY BOTH PARTIES. THIS AGREEMENT CAN BE TERMINATED BY EITHER PARTY UPON THIRTY (30) DAYS WRITTEN NOTICE OF INTENT TO TERMINATE.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, TO BE EFFECTIVE AS STATED HEREIN, BUT MINISTERIALLY SIGNED ON THE DATES INDICATED BELOW.

COUNTY OF HIDALGO, TEXAS:

By: _____ _____
Ramon Garcia, County Judge Date

HIDALGO COUNTY SHERIFF

By: _____ _____
J.E. "Eddie" Guerra, Sheriff Date

ATTEST:

By: _____ _____
Arturo Guajardo, Jr., County Clerk Date

SOUTH TEXAS COLLEGE POLICE DEPARTMENT:

By: _____ 7/20/15
Paul Varville, Chief of Police — Date

APPROVED AS TO FORM
Office of Criminal District Attorney, Hidalgo County, Texas

By: _____ **Date:** 7/27/15
Josephine Ramirez Solis, Assistant DA

Waiver Agreement

For Use of Hidalgo County Sheriff's Office Shooting Range by Law Enforcement

I, PAUL VARVILLE DO HEREBY CERTIFY THAT I AM OVER THE AGE OF EIGHTEEN (18) AND MAY CONSENT TO THIS AGREEMENT AND WAIVE, HOLD HARMLESS, AND INDEMNIFY THE COUNTY OF HIDALGO, TEXAS AND ITS EMPLOYEES AND ELECTED OFFICIALS FOR THE FOLLOWING:

- THE USE OF THE HIDALGO COUNTY SHERIFF'S OFFICE SHOOTING RANGE AS OPERATED BY THE HIDALGO COUTNY SHERIFF'S OFFICE.

I AM FULLY AWARE OF ANY AND ALL RISKS ASSOCIATED WITH THE ABOVE MENTIONED UNDERTAKING AND FULLY AND UNEQUIVICALLY ASSUME THESE RISKS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

- INJURY AND/OR DEATH TO PERSON,
- INJURY AND/OR DAMAGE TO REAL AND/OR PERSONAL PROPERTY.

FURTHMORE, I FULLY UNDERSTAND AND AGREE THAT I WILL USE THE SHOOTING RANGE IN "AS IS" CONDITION AND THAT THE COUNTY OF HIDALGO EXPRESSLY WANES ANY AND ALL WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTIBILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

INDEMNIFICATION:

I HEREBY VOLUNTARILY RELEASE, DISCHARGE, WAIVE AND RELINQUISH ANY AND ALL ACTION OR CAUSES OF ACTION FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH OCCURRING TO ME AS A RESULT OF MY USE OF THE HIDALGO COUNTY SHERIFF'S OFFICE SHOOTING RANGE. I HEREBY RELEASE, WAIVE, DISCHARGE AND RELINQUISH ANY ACTIONS OR CAUSES OF ACTIONS AFOREMENTIONED, WHICH MAY HEREAFTER ARISE FOR ME AND MY ESTATE, AND AGREE THAT UNDER NO CIRCUMSTANCES WILL I PROSECUTE OR PRESENT ANY CLAIM FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH AGAINST HIDALGO COUNTY OR ANY OF ITS AGENTS AND EMPLOYEES FOR ANY SAID CAUSE OF ACTION, WHETHER THE SAME SHALL ARISE BY NEGLIGENCE OF ANY SAID PERSONS, OR OTHERWISE. IT IS MY INTENT BY SIGNING THIS WAIVER AGREEMENT TO EXEMPT AND RELEASE, INDEMNIFY AND HOLD HARMLESS HIDALGO COUNTY AND ANY OF ITS EMPLOYEES, ITS ELECTED OR APPOINTED OFFICIALS, EMPLOYEES AND AGENTS FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH.

MY SIGNATURE ON THIS FORM CERTIFIES THAT I HAVE READ AND UNDERSTAND AND AGREE TO THIS WAIVER AGREEMENT AND TO VERIFY MY STATUS AS A LAW ENFORCEMENT OFFICER.

Signature: _____ Date: 7/20/15

Print Name: PAUL VARVILLE Phone: 956-872-2330

Agency: SOUTH TEXAS COLLEGE POLICE DEPARTMENT

Address/location: 3201 W. PECAN BLVD.
McALLEN, TX. 78501

Signature: _____ Date: _____
Witness/Hidalgo County Representative

HIDALGO COUNTY SHERIFF'S OFFICE
FIREARMS RANGE SAFETY RULES

1. Treat all firearms as though they were loaded.
2. Always keep your finger off the trigger and outside the trigger guard until on target and ready to shoot.
3. Be certain of the target and what is beyond.
4. No one is allowed on the range that is taking any substance that could impair the ability to correctly respond to audible or visual commands. This includes, but is not limited to, alcohol or any prescribed or over the counter medications.
5. All firearms training must be properly and adequately supervised.
6. Strict discipline and bearing will be maintained.
7. Upon picking up a firearm, remove magazine, open the action mechanism, and visually and physically checking to see that it is unloaded.
8. Keep the firearm pointed down range at all times.
9. No tobacco products on the firing line.
10. Never permit the muzzle of a firearm to touch the ground.
11. Pay strict attention to the Rangemasters.
12. No one should be on the firing line except those firing.
13. Electronic devices (cell phones, pagers, ipods, etc.) that can distract shooters will not be permitted on the firing line, unless authorized by the Rangemaster as part of the training.
14. All outside agency firearm instructors must check in with HCSO Academy Staff prior to commencing training.
15. All incidents and injuries at the HCSO firing range must be reported immediately to Academy Staff.
16. These rules apply to all personnel regardless of rank or agency.

HCSO Academy: 381-7979
Emergency: 9-1-1
Air Ambulance: 1-800-247-3822

AI-50635 **Sheriff's Office** **8. C.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Richard Ozuna, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Authorization and Approval of interlocal agreement for E9-1-1 Public Safety Answering Point (PSAP) Services between the Lower Rio Grande Valley Development Council (LRGVDC) and Hidalgo County.
2. Authorization for County Judge, as authorized official, to sign two copies of the agreement.

BACKGROUND

The agreement is effective 9/01/15 to 08/31/17.

The agreement "is needed in order to continue providing your organization with the necessary service and equipment to answer 9-1-1 emergency calls".

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

There is no financial impact for the county.

Attachments

Inventory

Legal

Agreement

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/28/2015 10:03 AM
Budget & Management	Veronica Ortiz	07/29/2015 03:01 PM
Manuel Chapa	Manuel Chapa	07/31/2015 10:37 AM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 07/28/2015 08:51 AM

Final Approval Date: 07/31/2015

HIDALGO COUNTY SO						
TAG # (BLUE)	TAG # (WHITE)	SERIAL OR PART #	NEW SERIAL	DESCRIPTION	NEW DESCRIPTION	PRICE
	MC4167		CNDF217283	HP PRINTER		$ 400.00
	MC4168	BH08T0009		UPS		$ 8,221.79
	MC3959	SG811901052			POS 1 MONITOR	$ 877.91
	MC3362	2UA12708NR			POS 1 COMPUTER	$ 2,084.88
	MC3951	SG8112000802			POS 6 MONITOR	$ 877.91
	MC3367	2UA12708KG			POS 6 COMPUTER	$ 2,084.88
	MC3365	SG8111901046			POS 4 MONITOR	$ 877.91
	MC3957	2UA12708L3			POS 4 COMPUTER	$ 2,084.88
		SG111901659			POS 5 MONITOR	$ 877.91
	MC3366	2UA12708L6			POS 5 COMPUTER	$ 2,084.88
	MC3960	SG112001618			POS 3 MONITOR	$ 877.91
	MC3363	2UA12307N5			POS 3 COMPUTER	$ 2,084.88
	MC3958	SMM120100478			POS 2 MONITOR	$ 877.91
	MC3364	2UA12708KR			POS 2 COMPUTER	$ 2,084.88
	MC4169		GCM3311HH3	MONITOR		$ 877.91
	MC3368	USE121N3NX		AUX HIDALGO		$ 2,557.50
	MC3371		GUSE127N24M	911 DB HIDALGO SO		$ 2,475.66
	MC2501	31093201349		TTY		$ 379.00
	MC2500	31093201350		RV042G		$ 141.00
	MC4170		NKS17070872	RV042G		$ 141.00
	MC4494		NKS17361703	4-POST RACK		$ 947.00
	MC4171			PROCURVE		$ 589.00
5425		CN727SEZXA		PROCURVE		$ 589.00
4834		CN727SE2KA		PROCURVE		$ 589.00
	MC4835			MIS HIDALGO SO		$ 6,072.50
	MC3371		GUSE127N24M	SENTRY HCSO		$ 2,475.66
	MC4495		USE121N3MS	MAP FLEX 1		$ 2,475.66
			USE440BKHV	POTS2-SRV		$ 4,562.00
			USE049NDHA	POTS2-SRVB		$ 4,562.00
			USE049NDHA	VOIP2-SVU1		$ 3,312.50
			USE034N29D	VOIP2-SVU2		$ 3,312.50
			USE034N2P2	KVM 8-PORT		$ 2,500.00
			GPYGJ02	ECATS SERVER		$ -

Rosie

From: Richard Ozuna [richard.ozuna@hidalgoso.org]
Sent: Tuesday, July 28, 2015 9:00 AM
To: rosieg@hidalgoso.org
Subject: FW: Legal Review

From: Victor M. Garza [mailto:victor.garza@da.co.hidalgo.tx.us]
Sent: Wednesday, July 22, 2015 9:47 AM
To: 'Gabriel Castaneda'
Cc: 'Mario Lopez'; 'Richard Ozuna'; josephine.ramirez@da.co.hidalgo.tx.us
Subject: Legal Review

Chief Castaneda,

Our office reviewed the LRGVDC Interlocal Agreement for 9-1-1 Public Safety Answering Point Services, and at this time approve as to the form of the Agreement.

Please let me know if you have any other questions or concerns.

Respectfully,

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

****
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****

INTERLOCAL AGREEMENT FOR 9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

Article 1: Parties & Purpose

1.1 The **Lower Rio Grande Valley Development Council** (LRGVDC) is a Regional Planning Commission (RPC) and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region **Hidalgo County** (Region), and the Commission on State Emergency Communications (CSEC) has approved its current Strategic Plan.

1.2 **Hidalgo County Sheriff's Office** (Local Government) is a local government that operates Public Safety Answering Point (PSAP) that assist in implementing the Strategic Plan as approved by CSEC.

1.3 CSEC, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between CSEC and LRGVDC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to CSEC and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

Article 2: Applicable Law

2.1 Applicable laws include, but is not limited to, the Texas Health and Safety Code Chapter 771; CSEC Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act; Texas Government Code (including Uniform Grant and Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260); Texas Local Government Code (including Regional Planning CSECs Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists, which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of CSEC rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the **Hidalgo County Sheriff's Office** PSAP(s) located at **711 E El Cibolo Rd Edinburg, TX 78541**;

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week for **Hidalgo County**; and

3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements **(please refer to Attachment G: Site Requirements)**.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The LRGVDC will maintain ownership of all 9-1-1 equipment and will required the Local Government to sign the Ownership Agreement included as Attachment A of this Agreement.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are included in this Agreement under Attachment B: Transfer of Ownership form.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by **Hidalgo County** and proof of insurance shall be provided so that it may be added to this Agreement as Attachment I.

3.2.6 The RPC and/or the CSEC shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law and shall provide a copy to the Local Government for insurance purposes (please refer to Attachment H);

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.5 Training

3.5.1 The Local Government shall notify the RPC of any new 9-1-1 call takers.

3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the RPC;

3.6.2 At a minimum, provide dedicated **9-1-1 License Telecommunicator(s) (TCs)** to answer 9-1-1 calls 24x7x365, however the required minimum number of TCs is based on the following:

- A PSAP with one to three 9-1-1 workstations, at a minimum, must provide **one** TC.
- A PSAP with four to seven 9-1-1 workstations, at a minimum, must provide **three** TCs.

Please note that the Local Government may need more than the minimum base on their 9-1-1 call volume or other needs such as dispatching.

3.6.3 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the RPC;

3.6.4 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

3.6.5 Allow 24-hour access to the 9-1-1 equipment for audits, repairs and maintenance services, as required or needed by the LRGVDC staff or maintenance provider;

3.6.6 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance;

3.6.7 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

3.6.8 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;

3.6.9 Log all trouble reports and make copies available to the RPC as required by the RPC;

3.6.10 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

Article 4: Performance Monitoring

4.1 The RPC and the CSEC reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the CSEC for such purposes.

Article 5: Procurement

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded and/or reimburse with 9-1-1 Funds.

5.2 The RPC shall purchase supplies necessary for performance of the deliverables per this Agreement.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by CSEC grants of appropriated 9-1-1 Funds.

6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the RPC and/or the CSEC, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the CSEC, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the CSEC for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;

7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The CSEC and State Auditor's Office shall have the same access and examination rights as the RPC.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the RPC's approved budget and/or appropriations to CSEC from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The RPC's address is:

Lower Rio Grande Valley Development Council
Attn: 9-1-1 Department
301 W. Railroad St.
Weslaco, TX 78596

The Local Government's address is:

Hidalgo County Sheriff Office
711 E El Cibolo Rd
Edinburg, TX 78541

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

13.1 This Agreement is effective as of September 1, 2015 and shall terminate on August 31, 2017.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17. Historically Underutilized Business Requirements

17.1 The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.5 The following Attachments are part of this Agreement:

Attachment A	Ownership Agreement
Attachment B	Transfer of Ownership Form
Attachment C	Scope of Work
Attachment D	PSAP Operations Performance Measures and Monitoring
Attachment E	CSEC Documents – Legislation, Rules and Program Policy Statements
Attachment F	Acronyms
Attachment G	Site Requirements
Attachment H	PSAP Equipment Inventory (provided by RPC)
Attachment I	PSAP Insurance (provided by local government)

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

Lower Rio Grande Valley Development Council

By:_____

Printed Name: Kenneth N Jones, Jr.

Title: Executive Director

Date:_____

Hidalgo County

By:_____

Printed Name:_____

Title:_____

Date:_____

Attachment A
Ownership Agreement

As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at **Hidalgo County Sheriff's Office**, in **Hidalgo** County, to be the property of **Lower Rio Grande Valley Development Council**, hereinafter referred to as "Owner".

See attachment H for an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

Lower Rio Grande Valley Development Council

By:_____

Printed Name: Kenneth N. Jones Jr.

Title: Executive Director

Date:_____

Hidalgo County

By:_____

Printed Name:_____

Title:_____

Date:_____

Attachment B
Transfer of Ownership Form

As stipulated is Article 3 of the Agreement between **Lower Rio Grande Valley Development Council** (RPC) and _____ (Local Government) dated _____, 20___, the RPC shall document all transfers of ownership of 9-1-1 equipment between the RPC and the Local Government.

Indicate the appropriate classification:

Transfer_____ Disposition_____ Lost_____

Please provide the following information in as much detail as possible.

Inventory Number	Current Assignee:
Description	Location:
Serial Number	Signature:
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition	

Continued.....

Attachment B
Transfer of Ownership Form (continued)

Action Recommended by:_____

Title:_____

Date:_____

Comments:_____

Approved: _____Yes _____No

Proceeds, if any:_____

Approved by:_____

Title:_____
Comptroller

Date:_____

Disposed or Lost Property shall require approval by the agency head.

Reviewed by:_____
Executive Director (or other appropriate title of agency head)

Date:_____

Attachment C
Scope of Work

Section 1.0 — Scope:

As required by the Contract for 9-1-1 Services executed between LRGVDC and the CSEC, LRGVDC shall execute interlocal agreements between itself and its member local governments relating to planning, development, operation, and provision of 9-1-1 services. At a minimum, the parties agree to cooperate in addressing, database, maintenance, and meet GIS requirements in accordance with State and Federal Standards.

PSAPs should strive to meet PSAP Service Capability Criteria Rating Scale standards as listed in APCO\NENA ANS 1.102.2, which provides for minimum standard, advanced, and superior rating categories.

1.1 The basic equipment categories are:

A. 9-1-1 Equipment

i. Customer Premise Equipment (CPE) — located at the PSAPs such as telephone system interfaces, workstations, backroom servers, software, monitors, gateways, routers, and any other equipment necessary for 9-1-1 call delivery;

ii. Telecommunications Device for the Deaf / Teletypewriter (TDD / TTY)

B. Ancillary Equipment

i. Uninterruptible Power Supply (UPS)

ii. Printers

iii. Recorders (as funding allows)

Section 2.0 — Program Deliverables:

Local Government agrees to comply with all applicable law, CSEC Rules, and LRGVDC policies as they pertain to the 9-1-1 program to provide the following deliverables:

2.1 Inventory:

2.1.1 Local Government is responsible for notifying LRGVDC upon disposition of equipment and shall provide inventory information for the Annual Certification of 9-1-1 Program Assets.

Attachment C
Scope of Work (continued)

2.1.2 LRGVDC shall maintain property records and conduct an annual physical inventory. Capital Recovery Asset Disposal Notices shall be prepared in accordance with UGMS and the State Comptroller of Public Accounts as required by CSEC Rule 251.5.

2.2 Security:

2.2.1 Local Government will protect the CPE and ancillary equipment by implementing measures that secure the premises (including equipment room) of its PSAPs against unauthorized entrance for use. LRGVDC agrees to follow security access requirements established by Local Government.

2.2.2 Local Government will implement procedures and take appropriate security measures necessary to prevent unauthorized third-party software use on CPE or 9-1-1 Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services.* LRGVDC may conduct random security audits.

2.2.3 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of LRGVDC. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by LRGVDC.

2.2.4 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining all 9-1-1 data.

2.3 Maintenance:

2.3.1 LRGVDC shall practice and require preventative maintenance on all CPE and ancillary equipment, software, and databases, including, at a minimum, backing up data as necessary.

2.3.2 Local Government will provide upkeep of 9-1-1 equipment and areas by ensuring cleanliness.

2.3.3 Local Government shall notify LRGVDC of any scheduled maintenance on commercial power or backup generator, at least 48 hours prior to work being done.

2.3.4 Local Government shall notify LRGVDC of any power or generator outages that affect the 9-1-1 system and document them in trouble/maintenance logs.

2.3.5 Local Government may call for technical assistance or make trouble reports by dialing 888-414-2738. In addition, the Local Govemment may use email to request routine maintenance at 9-1-1 @wscicom.com.

Attachment C
Scope of Work (continued)

2.4 Supplies:

LRGVDC will purchase supplies necessary for the continuous operation of 9-1-1 Ancillary equipment (i.e. printer toner).

2.5 Training:

Local Government shall:

2.5.1 Provide telecommunicators access to emergency communications equipment training as approved by LRGVDC's training staff, or as determined by the Local Government.

2.5.2 Notify LRGVDC in writing or email of any new 9-1-1 telecommunicator listing their full name, date of hire, and Texas CSEC on Law Enforcement Officers Standards and Education (TCLEOSE) PID#. New telecommunicators shall be scheduled for their 9-1-1 equipment within 120 days of their hire date.

2.5.3 If a PSAP chooses to train its own personnel, a copy of the agencies approved Learning Objectives and Lesson Plan must be provided to LRGVDC.

2.5.4 Ensure that 9-1-1 telecommunicators meet minimum training requirements as listed in the Telecommunicators Proficiency Chart from TCLEOSE.

2.5.5 Ensure that all telecommunicators abide by the TCLEOSE mandated rules and regulations for telecommunicator certification and/or licensing requirements.

2.6 Facilities:

2.6.1 Local Government shall meet minimum site requirements for backroom equipment. Most expenses associated with this are the responsibility of the PSAP.

2.6.2 Local Government's 9-1-1 equipment room and communications area shall be in compliance with the American with Disability Act of 1990.

2.6.3 LRGVDC staff and contracted vendors shall have access to the 9-1-1 equipment room and communications area on 24x7x365 basis without prior notice.

2.6.4 Refer to Attachment G of this Interlocal Agreement for detailed requirements.

Attachment C
Scope of Work (continued)

2.7 Operations:

Local Government shall:

2.7.1 Check 9-1-1 workstations, make-busy switch, and TDD/TTY for proper operation and user familiarity at least once per shift.

2.7.2 Provide upon request any testing documentation or applicable paperwork required by CSEC and LRGVDC within 24 hours.

2.7.3 The PSAP shall provide an admin phone line answered by a telecommunicator 24 hours a day. Any change to this telephone number shall be reported to LRGVDC in writing or by email.

2.7.4 When there is any incorrect ANI/ALI or GIS information, the telecommunicator shall submit a discrepancy report to make the necessary correction before the end of the shift.

2.7.5 Notification of change in medical, law enforcement or fire responders shall be made in writing to LRGVDC at least 15 days prior to change.

2.7.6 PSAP must submit a written request for all Manual ALI query to LRGVDC for any investigation purposes. PSAP agrees to use ALI lookup feature only in the event of handling and processing an emergency call. Manual ALI queries may be used for training or testing purposes limited to PSAP telephone numbers.

2.7.7 Each PSAP shall have in their emergency communication plan procedures that ensure survivability and sustainability of 9-1-1 services. This plan shall be accessible to LRGVDC upon request.

2.7.8 Comply with LRGVDC policy and procedures for PSAP moves/changes.

2.7.9 Telecommunicators must use re-transmit (re-bid or RTX) features on wireless to obtain updated GPS coordinates for the mobile devices.

2.8 Master Street Address Guide (MSAG) / GIS Maintenance:

Counties and cities shall:

2.8.1 Provide current updates for streets addresses, street ranges, or street names.

2.8.2 Provide physical addresses requested as per local ordinances and/or subdivision regulations.

Attachment C
Scope of Work (continued)

2.8.3 Verify or correct 9-1-1 ALI database information for accuracy as requested by LRGVDC including No Record Found (NRF) and Telephone Number Change Request (TNCR) forms.

2.8.4 Make sure PSAPs provide 9-1-1 ALI discrepancy reports.

2.8.5 Notify LRGVDC in writing within two business days of the receipt of a request for ALI data made under the Texas Public Information Act.

2.8.6 Meet GIS requirements to ensure accurate 9-1-1 call plotting and routing.

2.8.7 Provide any point data available for address points, points of interest, landmarks, fire hydrants, hospitals, schools, planimetrics data, etc.

2.8.8 Provide available street centerline data, county roads, un-named roads, etc.

2.8.9 Notify LRGVDC in writing of boundary changes affecting: city limits, law, fire departments, emergency service districts, or EMS as approved by city council, county commissioner, and/or service contract amendments.

Attachment D
PSAP Operations Performance Measures and Monitoring

Reports

The RPC may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Trouble report logs at least once per quarter;
2. List of service affecting issues once per month;
3. Certification of TTY/TDD testing once per month (confirming testing once per shift per day; and
4. TTY/TDD call logs once per month.

Quality Assurance Inspections

RPC personnel will conduct site visits at least twice per year or usually once per quarter to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

Attachment E
CSEC Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

1. CSEC Legislation: http://www.csec.texas.gov and http://www.csec.texas.gov/statutes

2. CSEC Rules: http://www.csec.texas.gov

3. CSEC Program Policy Statements:
   http://www.csec.texas.gov/program-policy-statements/9-1-1-program

Attachment F
Acronyms

LRGVDC - Lower Rio Grande Valley Development Council
CSEC - Commission on State Emergency Communications
APCO - Association of Public-Safety Communications Officials
NENA - National Emergency Number Association
RPC - Regional Planning Commissions
PPS - Program Policy Statements
UGMS - Uniform Grant Management Systems
TCLEOSE — Texas Commission on Law Enforcement Officers Standards & Education
PSAP - Public Safety Answering Point
ADA - Americans with Disabilities Act of 1990
TDD - Telecommunications Device for the Deaf
TTY - Teletypewriter
UPS - Uninterruptible Power Supply
CPE - Customer Premise Equipment
ANI - Automatic Number Identification
ALI - Automatic Location Identification
GPS - Global Positioning System
GIS - Geographic Information System
RTX - Re-transmit / Re-bid
MSAG - Master Street Address Guide
DBMS - Database Management System
NRF - No Record Found
TNCR - Telephone Number Change Request
EMS - Emergency Management System

Attachment G
SITE REQUIREMENTS

1. GENERAL

1.1. Introduction

1.1.1 The following information is for preparing and maintaining the PSAP site for 9-1-1 equipment. The requirements and guidelines are given to promote a safe environment for PSAP and installation personnel and to ensure a reliable 9-1-1 system.

2. PSAP SITE PREPARATION REQUIREMENTS

2.1. General Requirements and Guidelines

2.1.1 The PSAP is responsible for costs associated with adhering to the requirements in this section and that applicable local ordinances and regulations are followed

2.1.2 Deviation from requirements should be documented for review by LRGVDC 9-1-1 staff.

2.2. Equipment Area

2.2.1 A maintenance space or access area around the equipment units should be available. This area must remain clear of all desks, machines, shelves, cabinets and storage. LRGVDC personnel will not move PSAP material to gain access to equipment or backboards.

2.2.2 The equipment area should be kept as dust free as possible during and after installation. Floors need to be clean, dry level and free from vibration. Ensure wall and ceiling finishes are of a dust free surface that can be cleaned and will not flake.

2.2.3 A minimum clear ceiling height of 8" under girders or other obstructions throughout the equipment is needed.
2.2.4 A 3/4 inch plywood and size of 4 ft. by 8 ft., mounted 2 feet from the floor, should be provided for mounting cross connect blocks and other 9-1-1 equipment. The plywood shall be painted white or sealed per local building and fire codes. In general, if the plywood is fastened to gypsum or plaster, total equipment mounted to board should not exceed 75 pounds. If plywood is fastened to concrete, hollow block with embedded anchors, total equipment mounted to board should not exceed 100 pounds. A minimum of eight wall anchors shall be used to secure the plywood to the building wall.

Attachment G
SITE REQUIREMENTS (continued)

2.3. Structural Requirements and Guidelines

2.3.1The site floor condition should be checked before installing 9-1-1 equipment. Questionable floor construction may require moving equipment to another location or reconfiguring the equipment package.

2.3.2 The size of the 9-1-1 equipment location should be at least 40 square feet. (Recommended: 5 ft. by 8 ft.)

2.4. Environmental Requirements and Guidelines

2.4.1 The ambient temperature and relative humidity in the 9-1-1 equipment area should be maintained in a range of 55 to 70 degrees Fahrenheit with relative humidity in the range of 20 to 35 percent.

2.4.2 9-1-1 equipment needs an air-conditioned space, with adequate airflow and no condensation.

2.4.3 9-1-1 equipment shall not be installed in rooms in which a major heat source (i.e., boiler room, furnace room) can affect the ambient room temperature significantly.

2.4.4 9-1-1 equipment should not be installed in a flood-prone space or area with high risk of water damage.

2.4.5 To avoid contamination by any process or condition involving silicone based lubricants, inks, dust, solvents or other airborne contaminants, the 9-1-1 equipment shall not be located in the same room with copying machines, printing presses and card punch machines, asbestos materials and/or wet cell batteries.

2.5. Electromagnetic Interference

2.5.1 The 9-1-1 equipment shall be located in an area that meets the following objectives:

2.5.2 Interference from electromagnetic fields less than 2 volts per meter.

2.5.3 No interference from licensed radio communication equipment, such as in FCC Rule 15 equipment.

2.5.4 No interference from electromagnetic noise, such as might be generated by electric motors with commutators.

Attachment G
Site Requirements (continued)

2.6 Acoustics

2.6.1 The sound levels in the 9-1-1 equipment area shall comply with OSHA requirements.

2.6.2 The sound level in the call-taker location should not exceed 55 dBa, as measured on a sound level meter.

2.7. Lighting

2.7.1 A light intensity 30 to 100 foot-candles shall be provided around the 9-1-1 equipment cabinet for maintenance activities.

2.8. Fire Protection

2.8.1 The PSAP shall provide chemical fire protection equipment at the 9-1-1 equipment location. Water or fire extinguishers not rated for use on electrical fires shall not be used.

2.8.2 Waterless fire suppression is recommended but if an overhead sprinkler system exists in the equipment area, 9-1-1 equipment should be protected from water damage.

2.9. Grounding & Bonding information, Recommendations & Requirements

2.9.1 Isolated ground type AC receptacles are not recommended for any equipment unless required by the equipment manufacturer.

2.9.2 If the PSAP site is equipped with radio equipment and one or more radio antennas, it is strongly recommended that the site, including the building, the equipment within the building, each antenna and/or antenna support structure and other external and internal objects are equipped with a grounding system that, at minimum, conforms with the applicable requirements for radio sites in BSP 802-001-180MP.

2.9.3 All AC receptacles serving 9-1-1 equipment shall be grounded type receptacles.

2.9.4 AC equipment grounding (ACEG) conductors serving receptacles for 9-1-1 equipment shall meet all applicable requirements in Article 250 of the NEC and all other applicable codes. The ACEG conductor serving the 9-1-1 circuit breaker box shall be electrically continuous from the source of the AC system.

2.9.5 Where new feeders, distribution panels, branch circuits. etc., are installed to serve 9-1-1 equipment, it is strongly recommended that a separate ACEG conductor be installed in every added conduit and/or other raceway.

2.9.6 The 9-1-1 equipment area may be equipped with a bus bar and/or a system of grounding conductors connected to the site's earth electrode system.

2.9.7 When required by the 9-1-1 equipment manufacturer or when 9-1-1 equipment contains a DC power source, a point of connection to the PSAP site's earth electrode system shall be furnished by the PSAP in the area where the 9-1-1 equipment is located. The preferred means of providing this point of connection is a small bus bar (Square D PK7GTA or equivalent). When a point of connection is required, a minimum #6 AWG bond shall be made from this point, in order of preference, to one or more of the following:

a. Dedicated grounding conductor extended from the site's earth electrode system
b. Building structural steel. provided it is bonded to the site's earth electrode system
c. Continuous metallic water pipe, provided it is accessible along its entire length to the point where it is bonded to the site's earth electrode system
d. Metallic conduit, raceway or panel containing service conductors
e. Metallic shield of a copper or fiber cable that has been bonded to the site's earth electrode system at the cable entrance
f. If it furnishes a continuous metallic path to the site's earth electrode system. a metallic conduit, raceway or panel containing feeder conductors
g. If it furnishes a continuous metallic path to the site's earth electrode system. a metallic conduit, raceway or panel containing branch circuit conductors

NOTE 1: The locations in f) and g) should only be used when no other location is available.

NOTE 2: Any conduit bonding hardware (bushings, clamps. etc.) must be listed for the purpose.

2.10 AC Power Requirements and Guidelines

2.10.1 AC surge protection should be provided at all electrical outlets providing power to PSAP owned equipment, such as displays and printers that interface with 9-1-1 equipment.

2.10.2 All PSAP provided AC power circuitry shall comply with the NEC and local codes.

2.10.3 Electrical load center requirements:

a. The main 9-1-1 circuit breaker box shall be wired from the commercial AC load center or UPS with an appropriately sized circuit.
b. The feeder breaker shall be designated "9-1-1 Panel"

2.10.4 The circuit breaker box shall be surface mounted to the wall in the 9-1-1 equipment location. The circuit breaker box shall be dedicated and used exclusively for 9-1-1 equipment.

2.10.5 The dedicated 9-1-1 AC power service cabinets shall be designated with name, number, voltage and type of service. e.g., "PWR DISTG SERVICE CAB 001 208V AC 60 HZ 3PH 4W. 9-1-1 Circuits Only."

2.10.6 The conduit serving the 9-1-1 circuit breaker box shall have a permanent tag attached that identifies the physical location of the serving load center. Example: From Panel A in Room 104.

2.10.7 The serving load center" for the 9-1-1 circuit breaker box shall be connected to the local emergency generator bus, to provide electrical service in the event of a commercial power failure.

2.10.8 To prevent 9-1-1 equipment failure caused by the loss of commercial power source, an Uninterruptable Power Supply (UPS) is strongly recommended. The UPS should provide a minimum of 15 minutes of emergency power for full functionality of the following listed elements of the 9-1-1 system:

a. Operator positions (both telephone sets and displays)
b. ANI and ALI controllers
c. ALI link modems and Network interfaces
d. Telephone common equipment
e. TDD/TTY devices
f. The UPS shall be equipped with a manual by-pass switch to allow maintenance

2.10.9 Each receptacle serving 9-1-1 equipment shall be dedicated to 9-1-1 equipment and shall be on a separate circuit breaker.

2.10.10 Electrical outlets shall be wired from the 9-1-1 circuit breaker box with conductors sized per NEC or local prevailing codes. Label the dedicated 9-1-1 circuit breaker with the location of the circuit being served.

2.10.11 Extension power cords shall not be used in permanent installation for power to 9-1-1 equipment.

2.10.12 When power strips are used, the total load shall not exceed the capacity of the over-current protection device for the circuit.

2.10.13 Each answering position shall have as a minimum a duplex outlet for the display and telephone set. However, different applications may require additional outlets.

2.10.14 The AC service provided for the 9-1-1 recording devices (tape drives/printers, etc.) may be served by a different AC load center than was provided for the 9-1-1 equipment location. However, these circuits also should be transferable to the emergency bus.

2.11. Access

2.11.1 The PSAP needs to arrange for suitable access for movement of equipment into and out of the building during installation or maintenance.

2.11.2 The PSAP should maintain a suitable route, per local ordinances, for installing cable:

a. From the 9-1-1 equipment location to the room in which the attendants are located.
b. From the cable entry of the building to the 9-1-1 equipment area/room.

2.11.3 The 9-1-1 equipment location should be secure from access by unauthorized personnel.

2.11.4 Access by the LRGVDC installation and maintenance personnel must be provided on a 24 hour basis to ensure proper operation of equipment and compliance with State oversight requirements.

Attachment H
PSAP Equipment Inventory (provided by RPC)

HIDALGO COUNTY SO						
TAG # (BLUE)	TAG # (WHITE)	SERIAL OR PART #	NEW SERIAL	DESCRIPTION	NEW DESCRIPTION	PRICE
	MC4167		CNDF217283	HP PRINTER		$ 400.00
	MC4168	BH08T0009		UPS		$ 8,221.79
	MC3959	SG811901052			POS 1 MONITOR	$ 877.91
	MC3362	2UA12708NR			POS 1 COMPUTER	$ 2,084.88
	MC3951	SG8112000802			POS 6 MONITOR	$ 877.91
	MC3367	2UA12708KG			POS 6 COMPUTER	$ 2,084.88
	MC3365	SG8111901046			POS 4 MONITOR	$ 877.91
	MC3957	2UA12708L3			POS 4 COMPUTER	$ 2,084.88
		SG111901659			POS 5 MONITOR	$ 877.91
	MC3366	2UA12708L6			POS 5 COMPUTER	$ 2,084.88
	MC3960	SG112001618			POS 3 MONITOR	$ 877.91
	MC3363	2UA12307N5			POS 3 COMPUTER	$ 2,084.88
	MC3958	SMM120100478			POS 2 MONITOR	$ 877.91
	MC3364	2UA12708KR			POS 2 COMPUTER	$ 2,084.88
	MC4169		GCM3311HH3	MONITOR		$ 877.91
	MC3368	USE121N3NX		AUX HIDALGO		$ 2,557.50
	MC3371		GUSE127N24M	911 DB HIDALGO SO		$ 2,475.66
	MC2501	31093201349		TTY		$ 379.00
	MC2500	31093201350		RV042G		$ 141.00
	MC4170		NKS17070872	RV042G		$ 141.00
	MC4494		NKS17361703	4-POST RACK		$ 947.00
	MC4171			PROCURVE		$ 589.00
5425		CN727SEZXA		PROCURVE		$ 589.00
4834		CN727SE2KA		PROCURVE		$ 589.00
	MC4835			MIS HIDALGO SO		$ 6,072.50
	MC3371		GUSE127N24M	SENTRY HCSO		$ 2,475.66
	MC4495		USE121N3MS	MAP FLEX 1		$ 2,475.66
			USE440BKHV	POTS2-SRV		$ 4,562.00
			USE049NDHA	POTS2-SRVB		$ 4,562.00
			USE049NDHA	VOIP2-SVU1		$ 3,312.50
			USE034N29D	VOIP2-SVU2		$ 3,312.50
			USE034N2P2	KVM 8-PORT		$ 2,500.00
			GPYGJ02	ECATS SERVER		$ -

Attachment I
PSAP Insurance (provided by local government)

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 7/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER
Montalvo Insurance Agency
208 South Texas Blvd
PO Box 2
Weslaco TX 78599

CONTACT NAME: Jesusa Villarreal
PHONE (A/C, No, Ext): (956) 968-5521 FAX (A/C, No): (956) 969-9198
E-MAIL ADDRESS: jessie@montalvoinsurance.com
PRODUCER CUSTOMER ID: 00001093

INSURED
Hidalgo County
PO Box 1356

Edinburg TX 78540

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Federal Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: CP1572400417 REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	[ ] PROPERTY CAUSES OF LOSS: [ ] BASIC [ ] BROAD [x] SPECIAL [ ] EARTHQUAKE [ ] WIND [ ] FLOOD DEDUCTIBLES: BUILDING; CONTENTS	35834670	1/1/2015	1/1/2016	[ ] BUILDING [ ] PERSONAL PROPERTY [ ] BUSINESS INCOME [ ] EXTRA EXPENSE [ ] RENTAL VALUE [ ] BLANKET BUILDING [ ] BLANKET PERS PROP [ ] BLANKET BLDG & PP [x] EMERGENCY EQUIP	$ $ $ $ $ $ $ $ $ 1,742,481
	[ ] INLAND MARINE CAUSES OF LOSS: [ ] NAMED PERILS	TYPE OF POLICY POLICY NUMBER				$ $ $ $
	[ ] CRIME TYPE OF POLICY					$ $ $
	[ ] BOILER & MACHINERY / EQUIPMENT BREAKDOWN					$
						$ $

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Emergency Management Equipment per schedule in file.

CERTIFICATE HOLDER

Lower Rio Grande Valley Development Counc
301 W Railroad
Weslaco, TX 78541

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AI-50069 **Sheriff's Office** **8. D.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff Office 2014 Operation Stonegarden Grant (1284):
1. Discussion, authorization, and approval to execute the Operation Stonegarden Grant Sub-Recipient Interlocal Agreement from the Governor's Division of Emergency Management (Texas Department of Public Safety) between the County of Hidalgo and the City Police Departments of Alamo, Donna, Edinburg, Hidalgo, La Joya, Mercedes, Mission, Palmview, Penitas, Pharr, San Juan, Sullivan City, and Weslaco (13).

2. Approval to appropriate the following city budgets for awarded amounts pursuant to sub-recipient interlocal agreements with the County of Hidalgo for the Operation Stonegarden Grant from the Governor's Division of Emergency Management (Texas Department of Public Safety):

	City of	Amount
1	Alamo	52,918.12
2	Donna	70,040.77
3	Edinburg	199,928.59
4	Hidalgo	206,172.51
5	La Joya	71,750.00
6	Mercedes	107,916.40
7	Mission	207,192.51
8	Palmview	84,500.00
9	Penitas	79,880.61
10	Pharr	210,240.00
11	San Juan	112,707.60
12	Sullivan City	69,895.00
13	Weslaco	62,500.00

	Total	**1,535,642.11**

BACKGROUND

On 05/19/15, Commissioners' Court approved the acceptance of the grant from the Department of Homeland Security FEMA (AI#49710). Certification of Revenues letter was approved on 5/19/15 AI#49710 ($3,106,844.73)Phase I.

SAA Award Number: 14-SR-48215-01
Federal Grant Award Number: EMW-2014-SS-00029
Grant Period: 09/01/14 to 02/28/16

The grant award is for $4,674,438.00 of which $1,800,750.34 is for the Hidalgo County Sheriff's Office. The remaining balance of $2,873,687.66 is assigned to 4 (four) Hidalgo County constable offices and 13 (thirteen) city police departments within Hidalgo County.

Fiscal Impact

Attachments

backup
backup
penitas
pharr
mission
palmview
alamo
mercedes
la joya
hidalgo
edinburg
donna

Form Review

Inbox	**Reviewed By**	**Date**
Emilia Uriegas	Emilia Uriegas	06/15/2015 02:04 PM
Budget & Management	Veronica Ortiz	06/15/2015 03:26 PM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 06/09/2015 04:51 PM
Final Approval Date: 07/31/2015

OPSG Operations Order Worksheet

Date Received from the Field:	04/28/15
Date the Operations Order was Worked by OBP Ops:	04/29/15
Operations Order Number:	15-RGVRGV-11-001 Version 1
Operation start date:	10/01/2014

County:	Hidalgo
State:	Texas
Sector:	Rio Grande Valley
Does the OpOrder OT Request Exceed 50% of the award? (Letter is needed if OT is over 50% because of Price Act):	Yes
OT Justification Letter Attached?:	Yes
Vehicle Justification Letter?:	Yes
Date Forwarded to SPPA:	4/29/2015

Grant Year:	2014
FY Award Amount/Balance:	$0.00
Overtime:	$1,180,579.08
Fringe:	$218,020.25
Equipment:	$1,539,251.35
Fuel:	$0.00
Maintanence:	$0.00
Milelage:	$142,225.83
Travel:	$0.00
County M&A:	$26,768.22
Total	$3,106,844.73

NOTES: First OPSG V 1

Reviewed by: *Gonzalo Ortega OPO - Ops East/Central*

Op. approved by: *Eduardo Sanchez Acting Associate Chief STC - Ops East/Central*

Kicked Back?:	No
Date of Kick Back:	N/A
Reason for Kick Back:	N/A
Date Returned from the Field:	N/A
Kicked Back a Second Time?:	N/A

NOTES:

U.S. Department of Homeland Security
Bureau of Customs and Border Protection
Frag Order Report

Op Order Name: OPSG Texas Hidalgo FY14
Op Order Number: 15-RGVRGV-11-001 Version 1
Op Dates: **From:** 10/1/2014 **To:** 08/31/2016
Report Date: 04/22/2015

Executive Summary

The Sheriff's Office maintains a collaborative working relationship with all local, state, and/or federal authorities. The Hidalgo County Sheriff's Office (HCSO), as a participating entity with Operation Stonegarden (OPSG) 2014, with the assistance of the seventeen (17) participating law enforcement agencies will increase enforcement efforts along identified routes of ingress and egress to include (but not limited to) U.S. Highways, 107, 281, Interstates 69, 2, Expressway 83, FM 186, FM 490, and FM 681. Intelligence information, to include prior statistical data, indicates that these are the primary routes utilized by the criminal element to further their illegal entry and smuggling activities to locations within the United States. The Hidalgo County Sheriff's Office with the assistance of local law enforcement agencies as well as state and federal agencies if needed may participate in additional required operations. Operations may be coordinated with state, federal and local border security surge operations over an extended period of time. Agencies participating in the operation will deploy available ground, air, and maritime assets to conduct fixed and mobile patrols of access points to known trafficking corridors in the immediate vicinity of the Rio Grande River and surrounding areas. The participation of these agencies, made possible by funding through OPSG, will significantly impact the ability of criminal organizations to operate within the Rio Grande Valley Sector Area of Responsibility (AOR). The enhanced enforcement posture will strengthen border security by providing a stronger defense in depth mechanism.

I. SITUATION

A. General Situation:

Hidalgo County is located within the AOR of the Rio Grande Valley Sector, Weslaco and McAllen Border Patrol Stations. Hidalgo County is the eighth largest county in the State of Texas and consist of 1,571 square miles and shares approximately 75 miles of international border with Mexico jurisdiction including a number of ingress/egress routes that lead to and from the immediate southern international boundaries of the Rio Grande River border area. Additionally, the County's jurisdiction includes a number of Ports of Entries which include Progreso, Donna, Pharr, Hidalgo, Los Ebanos (manual ferry/barge crossing) and Mission. There are also numerous major thoroughfares such as U.S. Expressway 83 which runs parallel east and west along the Rio Grande River, U.S. 281 which

leads in and out of the County in a north and south direction plus numerous highly traveled arteries. Hidalgo County is located between Cameron County and Starr County and bordered by Brooks County and Willacy County to the North. Hidalgo County's population according to the 2010 U.S. Census was 797,810; rural population consists of over 237,000.
Hidalgo County Sheriff's Office consists of two major divisions, detention and law enforcement. The detention facility which houses 1,200 inmates is staffed by 360 certified detention officers, law enforcement division consist of 293 certified law enforcement personnel, combined total of 653. In addition, HCSO has a civilian support staff which consists of 155 personnel. Hidalgo County is unique in comparison with other counties within Texas. Hidalgo County consists of twenty local municipalities each having its own law enforcement agencies, plus four (precincts) Constables Offices. Hidalgo County Sheriff's Office currently has sixteen (16) LEAs participating in Operation Stonegarden 2013.

B. Terrain/Weather:

Hidalgo County is comprised of 1,571 square miles of the Rio Grande delta. The northern part of the county has sandy and light loam soils over deep reddish or mottled, clayey sub soils, in some areas limestone lies within forty inches from the surface. The southern part of the county has moderately deep loamy surfaces over clayey sub soils.

Hidalgo County is in the south Texas plains vegetation area, which features; grasses, mesquite, live oaks, and chaparral. The climate is subtropical and sub-humid. Temperatures ranging from an average low of 47 °F/8 °C in January to an average high of 96°F/36°C in July; the average annual temperature is 73°F/23°C. Rainfall averages 23 inches (580 mm) a year, while the growing season lasts for 320 days of the year.

C. Criminal Element:

Organized Criminal elements both in Mexico and in United States use identified routes of ingress and egress through Hidalgo County to include U.S. Highways 107, 281, and Expressway 83, to further their criminal enterprise. Intelligence information, to include prior statistical data, indicates that these are the primary routes utilized by the criminal element to further their illegal entry and smuggling activities to locations throughout the United States.

D. Friendly Forces:

FEDERAL
- U.S. Border Patrol
- Homeland Security Investigations
- Federal Bureau of Investigation
- Drug Enforcement Administration

- Alcohol, Tobacco, Firearms, and Explosives
- U.S. Marshall's Service

STATE
- Texas Department of Public Safety
- Texas Parks and Wildlife

LOCAL
- Hidalgo County Sheriff's Office
- Hidalgo County Constable PCT 1
- Hidalgo County Constable PCT 2
- Hidalgo County Constable PCT 3
- Hidalgo County Constable PCT 4
- Alamo Police Department
- Donna Police Department
- Edinburg Police Department
- Hidalgo Police Department
- La Joya Police Department
- Mercedes Police Department
- Mission Police Department
- Palmview Police Department
- Peñitas Police Department
- Pharr Police Department
- San Juan Police Department
- Sullivan City Police Department
- Weslaco Police Department

II. MISSION

The mission of the Hidalgo County Sheriff's Office along with seventeen participating law enforcement agencies will be to provide an enhanced law enforcement visibility and capability within each LEA jurisdictional. This will substantially increase the probability of identification and/or apprehension of criminal elements operating within each LEA jurisdiction. The Sheriff's Office and seventeen participating LEA will accomplish this mission by working with identified agencies that include the U.S. Border Patrol, the Texas Department of Public Safety, and any other State or Federal law enforcement entities.

Funding obtained through OPSG 2014 will be utilized to accomplish a high visibility enforcement presence that will detect, deter and/or interdict criminal and terrorist activity occurring in and/around Hidalgo County. This will be accomplished through utilization of overtime as a force multiplier, operational cost such as fuel or mileage, and acquisition of specialized equipment and vehicles for this purpose.

III. EXECUTION

A. Management/Supervisor Intent:

Hidalgo County and the participating local agencies will enforce local/state laws within their jurisdiction and will not enforce immigration laws on behalf of CBP/Border Patrol. Each participating agency will conduct enforcement activities that have a nexus and contribute to border security.

Through collaboration with participating agencies, targeted areas of the county will increase the capability to prevent, protect against, and respond to border hazards. The collective collaboration of the participating agencies will provide an opportunity for intelligence based operations and further refinement of deployment strategies.

B. General Concept:

Through OPSG 2014 approved funding, participating agencies will enhance their current deployment capabilities through expenditure of overtime and equipment acquisition. Deployment strategies will be adjusted based on intelligence information and historical data that supports the need for increased operations within certain areas of the county. Intelligence liaisons between the U.S. Border Patrol, Weslaco and McAllen Station and the participating agencies, will facilitate the exchange of information to ensure resource deployments are consistent with current and developing intelligence information. The Operation will center its efforts around the prevention, detection and interdiction of crimes and criminals who have a border security nexus. OSG does not authorize extension of Federal authority to State or local law enforcement agencies to enforce Federal immigration laws. When Federal immigration violations are encountered, state and local agencies may refer those violations to the Border Patrol for appropriate action.

C. Specific Responsibilities:

1. Hidalgo County Sheriff's Office (HCSO):

Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, Highway 281, and Military Highway 281). During OPSG 14 HCSO will provide eleven (11) uniformed deputies in marked vehicles to actively patrol US Expressway 83, Highway 281, Military Highway 1016, FM 492, Loop 374, FM 886, FM 2221, State Highway 107, FM 1925 and corridors between the Border Patrol checkpoints and border egress routes including, FM 907, FM 2812, FM 681, FM 1015, FM 491, FM 88, FM 493, FM 186, FM 1017, and FM 490.

HCSO will have the eleven (11) uniformed deputies to enforce state law and local ordinances against violators in the target areas to help reduce criminal activity associated with drugs, humans, weapons and U.S. Currency smuggling and any and all criminal activity that places U.S. citizens and all persons within Hidalgo County at risk of endangerment.
In order support the deputies on the field, HCSO will have one (1) Communications officer to assist in dispatching field deputies in regards to Stonegarden operations.

HCSO will have one accountant and two administrative assistants which will assist in the management and administration of Stonegarden grant. One accountant at the Hidalgo County Auditors' Office will be assigned to work on the management and administration of the Stonegarden grant.

2. Hidalgo County Constable Precinct 1:

Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, FM 1015, FM 491 and Military Highway 281). During OPSG 14 Hidalgo County Precinct 1 Constable's Office will provide eight (8) uniformed deputies in marked vehicles to actively patrol the Precinct 1 area and will assist the Hidalgo County Sheriff's Office to patrol the 75 miles of US/ Mexico Border on an as needed basis.

3. Hidalgo County Constable Precinct 2:

Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, Highway 281, and Military Highway 281). During OPSG 14 Hidalgo County Precinct 2 Constable's Office will provide ten (10) uniformed deputies in marked vehicles to actively patrol the Precinct 2 area and will assist the Hidalgo County Sheriff's Office to patrol the US/Mexico Border.

4. Hidalgo County Constable Precinct 3:

Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, Highway 281, and Military Highway 281). During OPSG 14 Hidalgo County Precinct 3 Constable's Office will provide twelve (12) uniformed deputies in marked vehicles to actively patrol the Precinct 3 area and will assist the Hidalgo County Sheriff's Office to patrol the US/ Mexico Border that is in the Precinct 3 area.

5. Hidalgo County Constable Precinct 4:

Hidalgo County Constable Precinct 4 will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. During OPSG 14 Hidalgo County Precinct 4 Constable's Office will provide nine (9) uniformed deputies in marked vehicles to actively patrol the Precinct 4 area and assist the Hidalgo County Sheriff's Office in their efforts to meet the goals of OPSG 14.

6. Alamo Police Department:

The Alamo Police Department will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. The Alamo Police Department will have one (1) officer working four days a week which will aggressively patrol its area of responsibility focusing on illegal immigrant smuggling and narcotics trafficking in efforts to curb and/or eliminate criminal activity. The Alamo Police Department will also cooperate with local, state and federal agencies and share criminal intelligence gathered throughout the operational period.

7. Donna Police Department:

The Donna Police Department will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. Donna P.D. on a weekly basis will have a total of four (4) officer's patrol the 12 miles of US/Mexico border. These officers will protect the citizens of the US and Hidalgo County against those who enter into the US with the sole purpose of engaging in criminal activities.

8. Edinburg Police Department:

The Edinburg Police Department will increase law enforcement in areas identified as alien smuggling and/or drug smuggling routes within the City of Edinburg. Edinburg Police Department will have a total of three (3) officers working six hours a day under this operational plan. Edinburg has over 14 miles of US Hwy 281 which has been identified as one of the major smuggling routes in the country, with illegal aliens and drugs going north and illicit monies and weapons coming south. OPSG 14 will be utilized by the Edinburg Police Department to disrupt criminal activities along, and surrounding the US Hwy 281 corridor. This is to include roads that feed US Hwy 281, such as Bus. Hwy 281 (Closner Blvd.), State Hwy 107 (University Dr), FM 1925 (Monte Cristo Rd), etc; ancillary roads such as Mon Mack Rd, McColl Rd, FM 3420 (Jackson Rd), FM 1426 (Raul Longoria Rd), etc. and any other locations that are identified through investigation as being used for smuggling activities. Officers will be enforcing state and local laws.

9. Hidalgo Police Department:

The Hidalgo Police Department will increase law enforcement presence/patrol activity in the area surrounding the Hidalgo POE and border egress routes within the city. Hidalgo Police Department will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with alien and drug smuggling. Hidalgo Police Department will provide three (3) uniformed officers in marked vehicles (i.e. patrol units, all-terrain vehicles, bicycles, etc.) to actively patrol border egress routes in Spur 115, SH336, US Military 281, and McColl Road, Jackson Road.

10. La Joya Police Department:

The La Joya Police Department estimates that officers may work from a minimum of one officer to two officers per shift of overtime enforcement. All certified peace officers from the rank of Chief would be eligible to participate in Operation Stonegarden. This overtime would act as a force multiplier for the La Joya Police Department and would greatly increase border security. The La Joya Police Department will have a total of eleven (11) Officers set at different times which will patrol the city of La Joya during the participation of Operation Stonegarden. These units will be very visible and will address human and narcotic smuggling through the city and will provide assistance to any participating agency requesting assistance.

11. Mercedes Police Department:

Mercedes Police Dept. will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. Mercedes P.D., on a weekly basis, will have a total of two (2) Mercedes Officers patrol corridors leading from the US/Mexico border and into town along with the 11.2 square miles of jurisdiction within the city limits of Mercedes. These officers will protect the citizens of the US, the city of Mercedes, and Hidalgo County against those who enter into the US with the sole purpose of engaging in criminal activities.

12. Mission Police Department:

Mission Police Department will curtail illegal activities in their community, especially along the eighteen (18) miles of jurisdiction bordering Texas/ Mexico border along the Rio Grande River, and their port of entry (Anzalduas International Bridge). One of the main purposes of this operation is to reduce the threat of border incursions, which include drug trafficking and human smuggling, among other increases in border violence. The Mission

Police Department estimates that six (6) officers will work this operational plan. Their efforts to obtain these objectives will be by increasing law enforcement presence and special operations on routes of border egress within the City of Mission and ultimately to deter crime in our community.

13. Palmview Police Department:

The Palmview Police Department will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. The Palmview Police Department will aggressively patrol its area of responsibility by placing twenty (20) officers focusing on illegal immigrant smuggling and narcotics trafficking in efforts to curb and/or eliminate criminal activity. The Palmview Police Department will also cooperate with local, state and federal agencies and share criminal intelligence gathered throughout the operational period.

14. Peñitas Police Department:

Peñitas Police Dept. will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. Peñitas P.D., on a daily basis, will have a total of two (2) officers patrol the US/Mexico border that is within their jurisdiction. These officers will protect the citizens of Hidalgo County against those who enter into United States with the sole purpose of engaging in criminal activities.

15. Pharr Police Department:

Pharr Officers have seen an increase in border violence in the neighboring Mexico cities of Reynosa and Rio Bravo. Numerous sources indicate that there have been gun battles and casualties between various Drug Trafficking Organizations (DTO's). Because of the proximity and direct access to the U.S. via the Pharr Port of Entry (POE), the realization of a Mexican incursion is a possibility. The public areas surrounding the Pharr POE provide platforms, which may facilitate this type of incursion. The Pharr POD has become a nexus for DTO's for narcotic and human smuggling organizations, due to its vital commercial route that DTO's have tried to exploit and use to their advantage. The Pharr Police Department will be able to increase and provide law enforcement presence by placing twenty (20) officers throughout the duration of Operation Stonegarden. The overtime and specialized equipment will be utilized to serve and protect the citizens of the United States and the City of Pharr from those criminal minded illegal immigrants who enter the U.S. for the sole purpose of committing criminal acts.

16. San Juan Police Department:

The San Juan Police Department (SJPD) will reduce threat of border incursions and exercise risk management in relation to anti-smuggling efforts by increasing law enforcement presence and special operations on routes of border egress in the Weslaco Station AOR. San Juan Police Department will utilize Stonegarden funding for overtime and equipment in order to increase law enforcement presence/patrol activity in the area surrounding Weslaco Station' Critical Transit Nodes (Expressway 83, FM 1426). SJPD will not enforce Title 8 (US Immigration law). SJPD will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with alien and drug smuggling. SJPD will provide four (4) uniformed officers in marked vehicles to actively patrol the Expressway 83, North and South FM 1426, South Stewart Road, Military Hwy 281, Cesar Chavez Road and "I" road. Officers and police vehicles assigned to this operation will concentrate in the above mentioned target areas with the goal of enforcing state laws such as, but not limited to, intercepting illegal drugs and other anti-smuggling efforts. The overtime would act as a force multiplier for the SJPD and would greatly increase border safety and security.

17. Sullivan City Police Department:

The Sullivan City Police Department will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. The Sullivan City Police Department will aggressively patrol its area of responsibility by placing nine (9) uniformed officers to focus on illegal immigrant smuggling and narcotics trafficking in efforts to curb and/or eliminate criminal activity. The Sullivan City Police Department will also cooperate with local, state and federal agencies and share criminal intelligence gathered throughout the operational period.

18. Weslaco Police Department:

The City of Weslaco Police Department will consistently participate in the daily operations, goals and objectives set forth within the operational plan for Operation Stonegarden. The City of Weslaco Police Department, on a scheduled daily basis, will contribute the deployment of two (2) Police Officers and one (1) Lieutenant-level Officer for a total of three (3) officers to patrol the 1,241 miles of the Texas / Mexico Border along the Rio Grande River and assist within the 1,600 square-mile jurisdiction within Hidalgo County, Texas if need be. These Officers will protect the citizens of the U.S. and Hidalgo County against those who enter into U.S. sovereign territory with the purpose of engaging in criminal activities. These Officers also will coordinate with other agencies, including the Hidalgo County Sheriff's Office, to effectively promote the safety and welfare of the citizens of the City of Weslaco and Hidalgo County, Texas.

D. Coordinating Instructions:

The Rio Grande Valley (RGV) Chief Patrol Agent will have operational oversight and in coordination/collaboration with OPSG stakeholders, will determine which areas will be the focus of operations. RGV and local participating agencies will be executing a quarterly OPSG operational plan for submission to Office of Border Patrol. RGV stations will be responsible for OPSG related enforcement activities and intelligence sharing within their respective AORs. An Incident Command System (ICS) may be utilized to facilitate sector-wide coordination and monitoring of OPSG activities as warranted during special operations. RGV stations along with State and local representatives will ensure daily OPSG activities within their respective AOR are monitored and reported accordingly. Border Patrol Stations will be responsible for reporting OPSG related intelligence to the RGV Sector Intelligence Unit (SIU) as appropriate.

Each participating OPSG agency will have a designated management representative as noted in the Command and Control section of this operational plan.

Activity Reporting-
At the conclusion of each shift/operation, OPSG state/local law enforcement officers will complete an Activity Report (AR). The AR will be submitted via email to RGV Headquarters and County Headquarters. RGV OPSG Group will be responsible for compiling daily activity reports and the Hidalgo County Auditor's Office will be responsible for tracking OPSG expenditures. Weekly Activity and After-Action Reports will be completed by RGV OPSG Group and submitted via email to OBP.

Information Sharing-
All source documents (e.g. arrest reports, citations, field interviews, etc.) will be sent to RGV-SIU for evaluation. Items of interest will be developed by the RGV-SIU and forwarded to station Border Patrol Agent-Intelligence (BPA-I), Participating Agencies, and the OPSG IPT for action.

Intelligence Products-
Intelligence products including mapping, trend analysis, community impact, and target files will be developed via a collaborative effort between RGV-SIU and the participating agencies.

Performance Metrics-
OPSG impact on border security and public safety will be gauged by several mechanisms:

• Statistically tracked events such as traffic stops, citations, misdemeanor/felony arrests, and contraband seizures in OPSG target areas

• Intelligence evaluation of OPSG effect on targeted criminal organizations and their activities
• Third party indicators ascertained via crime statistical analysis and community impact data developed by the participating agency.

IV. ADMINISTRATION/LOGISTICS

A. Cost Estimates/Funding Issues:

A.1 Cost Estimates/Funding Requests

Historical Data V0

Hidalgo County, TX Total FY 2014 OPSG Total Grant Award: $4,674,438.00				
	Administration/ Logistics/Budget	**Narrative Justification (Computation of Items)**		**Federal Request**
	Overtime and Fringe	Overtime and Fringe Total		**$2,797,198.59**
	Law Enforcement Operational Overtime	**Hidalgo County Sheriff's Office (HCSO) and Friendly Forces Total =**		**$2,361,158.14**
	Fringe Benefits for Law Enforcement	**Hidalgo County Sheriff's Office (HCSO) and Friendly Forces Total =**		**$436,040.45**
	Equipment (Provide AEL #)	**Equipment Total**		**$1,539,251.35**
		General Equipment	N/A	**$1,539,251.35**
		Special Equipment	N/A	$0.00
		Vehicles, Watercraft, other type of vehicles	N/A	$0.00
		Regional Capability Building equipment	N/A	$0.00
	Vehicles	**Fuel Cost**	N/A	$0.00
		Maint. Cost	N/A	$0.00
		Mileage Cost	**Hidalgo County Sheriff's Office (HCSO) and Friendly Forces Total =**	**$284,451.62**
	Travel, Lodging, and Per diem		**N/A**	**$0.00**
	County M&A			**$53,536.44**
			Total Funding Cost	**$4,674,438.00**

Cost Estimates Phase 2:

General Cost:	$ 142,225.79
OT Cost:	$1,425,367.48
Total Cost:	$1,567,593.27

TOTAL PHASE 1 AND 2

General Cost:	$ 1,823,702.97
OT Cost:	$ 2,850,735.03
Total Cost:	$ 4,674,438.00

B. Travel:

Not Applicable

C. Lodging:

Not Applicable

D. Reception of Detailed Personnel:

Not Applicable

E. Uniform and Equipment:

Not Applicable

F. Special Equipment:

See Cost Estimates/Funding Issues

G. Alien Processing:

Individuals encountered during enforcement efforts that are determined to be undocumented aliens will be turned over to Border Patrol for processing and disposition, unless otherwise specified (e.g. those individuals wanted for state crimes). Custody of seized contraband will be the responsibility of the arresting agency and will be processed in accordance with existing federal, state, and local policies.

H. Medical:

Medical emergencies will be coordinated as per the County's safety protocol.

I. Detention/Transportation:

Alien detention and transportation will be coordinated with the Border Patrol.

J. Vehicles:

State and local law enforcement vehicles will be used in support of this operation. Fuel, mileage, and maintenance costs may be reimbursed in whole or in part for those vehicles utilized in OPSG related operations.

V. COMMAND/CONTROL/COMMUNICATION

A. Chain of Command:

Participating agencies will maintain their individual chains of command as dictated by internal policies and guidelines. Operations Orders for specific Stonegarden enforcement efforts will be approved by the Chief Patrol Agent, Rio Grande Valley Sector, followed by Office of Border Patrol and FEMA prior to funding.

1.	Border Patrol	CPA Kevin W. Oaks	956-289-4800
2.	HCSO	Sheriff J.E. "Eddie" Guerra	956-383-8114
3.	HC PCT 1	Constable Celestino Avila	956-447-3775
4.	HC PCT 2	Constable Martin Cantu	956-784-3510
5.	HC PCT 3	Constable Larry Gallardo	956-581-6800
6.	HC PCT 4	Constable Atanacio " J.R." Gaitan	956-383-8560
7.	Alamo P.D.	Chief Arturo Espinoza	956-787-1454
8.	Donna P.D.	Chief Ruben De Leon	956-464-4481
9.	Edinburg P.D.	Chief Rolando Castaneda	956-383-7411

10. Hidalgo P.D.	Chief Rodolfo Espinoza	956-843-2737
11. La Joya	Chief Geovani Hernandez	956-585-4855
12. Mercedes P.D.	Chief Olga Maldonando	956-565-3102
13. Mission P.D.	Chief Robert Dominguez	956-584-5000
14. Palmview P.D.	Chief Chris R. Barrera	956-581-7416
15. Peñitas P.D.	Chief Roel Bermea	956-583-0050
16. Pharr P.D.	Chief Ruben Villescas	956-787-8546
17. San Juan P.D.	Chief Juan Gonzalez	956-787-9904
18. Sullivan City P.D.	Chief Miguel Martinez	956-485-9208
19. Weslaco P.D.	Interim Chief Sergio Ramirez	956-968-8591

B. Unit Command:

RGV Sector Headquarters (956) 289-4800
CPA Kevin Oaks
ACPA Robert L. Carr

McAllen Border Patrol Station (Hidalgo County)
PAIC Felix Cantu Jr.
956-217-3800

Weslaco Border Patrol Station (Hidalgo County)
PAIC Hector Escamilla
956-647-8800

C. Communication Details:

The Hidalgo County Sheriff Office along with the participating agencies will be in accordance with existing communications policies for each agency and station area of operations.

D. Map Coordinates:

Notes: Hidalgo County is located in the southern district of Texas and is bordered by Cameron County on the east, Brooks County on the North, Starr County on the West and Mexico to the south. Hidalgo County is the eighth (8th) largest county in Texas. Hidalgo County is 1,571 square miles, and shares 75 miles of international border with Mexico. Its elevation ranges from forty (40) to two hundred (200) feet. The center point of the county is as follows:

	Longitude	Latitude
Degrees : Minutes : Seconds	98 : 19 : 57	26 : 28 : 15
Decimal	-98.33246	26.47073

Location Zone: Hidalgo County

ANNEX

A. Administration Annex:

The RGV Stations will serve as the Hub for all apprehensions occurring in the Hidalgo County (Sheriff Office) and participating friendly forces/police department during Stonegarden Operations. We will coordinate all apprehensions of illegal aliens in partnership with the RGV, U.S. Customs and Border Protection as outlined in the National Border Patrol Strategy to achieve border security and border protection

enhancement efforts along the U.S./Mexico border. In all undocumented alien detentions and apprehensions as a result of smuggling and contraband cases we will coordinate in partnership with the RGV Border Patrol Station or DEA Office as to the disposition of the individuals for processing by the appropriate agency.

Frago #1 (Tactical Period #1)
Hidalgo County is requesting release of 1st Tactical Period funds to conduct operations within the Rio Grande City Border Patrol Station Area of Operations.
Tactical Period 1: October 01, 2014 through August 31, 2015

Hidalgo County, TX Total FY 2014 OPSG FRAGO 1 Grant Award: $3,106,844.73				
	Administration/ Logistics/Budget	**Narrative Justification (Computation of Items)**		**Federal Request**
	Overtime and Fringe	Overtime and Fringe Total		$1,398,599.33
	Law Enforcement Operational Overtime	**Hidalgo County Sheriff's Office (HCSO) and Friendly Forces Total =**		**$1,180,579.08**
	Fringe Benefits for Law Enforcement	**Hidalgo County Sheriff's Office (HCSO) and Friendly Forces Total =**		**$218,020.25**
	Equipment (Provide AEL #)	**Equipment Total**		**0.00**
		General Equipment	N/A	**$1,539,251.35**

		Special Equipment	N/A	$0.00
		Vehicles, Watercraft, other type of vehicles	N/A	$0.00
		Regional Capability Building equipment	N/A	$0.00
	Vehicles	**Fuel Cost**	N/A	$0.00
		Maint. Cost	N/A	$0.00
		Mileage Cost	**Hidalgo County Sheriff's Office (HCSO) and Friendly Forces Total =**	**$142,225.83**
	Travel, Lodging, and Per diem		**N/A**	**$0.00**
	County M&A			**$26,768.22**
			Total Funding Cost	**$3,106,844.73**

Hidalgo County Sheriff's Office

12,311.228 Operational overtime hours @ avg. OT rate $35.87/hr.
Total overtime $441,603.75
Total fringe (OT x 22%) $97,152.83
(AEL 130.OS.01.OTSG)

1,114.781 Operational overtime hours (Communications Officer) @ avg. OT rate $24.59/hr.
Total overtime $27,412.46
Total fringe (OT x 22%) $6,030.74
(AEL 130.OS.01.OTSG)

M&A (Sheriff's Office/Auditors Office)
TOTAL M&A $26,768.22
(AEL 100-HF-01-GASB)

Mileage 130,611.11 miles X .560 per mile $73,142.22
(AEL 130FC.01MILE)

Eight (8) 2015 Chevrolet Tahoes or equivalent with police package to include: overhead emergency lighting, prisoner cages, computer/laptops, laptop stands, software, modem, shotgun mounts, in-car video camera system, radar and console placement @ $57,066.24 ea. $456,529.92
(AEL 21OS-01-EQUP)

HCSO Subtotal **$1,128,640.14**

Hidalgo County Constable PCT 1

512.9909 Operational overtime hours @ avg. OT rate $29.60
Total overtime $15,184.53
Total fringe (OT x 22%) $3,340.60
(AEL 130.OS.01.OTSG)

Mileage 7,033.07 X .560 per mile $3,938.52
(AEL 130FC.01MILE)

One (1) 2015 Fully Equipped Patrol
Vehicle $30,000.00
(AEL 21OS-01-EQUP)

One (1) Police package to include $25,072.71
police lighting, radar, camera system, gun racks,
cages, decals, radio and radar and console placement, etc.
(AEL 21OS-01-EQUP)

HC PCT 1 Subtotal **$77,536.36**

Hidalgo County Constable PCT 2

1,376.1177 Operational Overtime hours @ avg. OT rate $29.81/hr.
Total overtime $41,022.08
Total fringe (OT x 22%) $9,024.85
(AEL 130.OS.01.OTSG)

Mileage 4,380.47 X .560 per mile $2,453.07
(AEL 130FC.01MILE)

One (1) 2015 Chevrolet Tahoe or equivalent
(Fully equipped with police package to include:
overhead emergency lighting, prisoner cages,
computer/laptops, laptop stands, software, modem,
shotgun mounts, in-car video camera system, radar and
console placement) $45,000.00
(AEL 21OS-01-EQUP)

One (1) APX-radio (to be installed in vehicle) $7,000.00
(AEL 21OS-01-SPEC)

One (1) Panasonic tough book (to be installed in vehicle)$ 3,000.00
(AEL 21OS-01-SPEC)

One (1) Used Chevy Tahoe or equivalent $10,000.00
(AEL 21OS-01-EQUP)

HC PCT 2 Subtotal **$117,500.00**

Hidalgo County Constable PCT 3

1,259.900 Operational overtime hours @ avg. rate $31.51/hr.
Total overtime $39,699.45
Total fringe (OT x 22%) $8,733.88
(AEL 130.OS.01.OTSG)

Mileage 17,036.715 miles X .560 per mile $9,540.56
(AEL 130FC.01MILE)

Two (2) 2015 Fully Equipped Patrol Vehicles $ 64,000.00
(AEL 21OS-01-EQUP)

Two (2) full patrol packages @ $10,026.12 ea. $20,052.23
(AEL 21OS-01-EQUP)

HC PCT 3 Subtotal **$142,026.12**

Hidalgo County Constable PCT 4

1,152.1518 Operational overtime hours @ avg. OT rate $33.72/hr.
Total overtime $38,850.56
Total fringe (OT x22%) $ 8,547.12
(AEL 130.OS.01.OTSG)

Mileage 12,682.70 miles X .560 per mile $7,102.32
(AEL 130FC.01MILE)

One (1) 2015 Law Enforcement Patrol Vehicle
To include: overhead emergency lighting, communications

Radio, radar, computer/laptop, modem, shotgun/laptop
Mounts, camera system $51,000.00
(AEL 21OS-01-EQUP)

HC PCT 4 Subtotal $ 105,500.00

Alamo Police Department

660 Operational overtime hours @ avg. OT rate $30.00/hr.
Total overtime $19,800.00
Total fringe (OT x 20.26%) $4,011.48
(AEL 130.OS.01.OTSG)

Mileage 5,840 miles X .560 per mile $3,270.40
(AEL 130FC.01MILE)

Two (2) Used Chevrolet Tahoe or equivalent
to include emergency equipment:
emergency lights, siren, cages, lap top
mount, mobile radio, video system and graphics. $25,836.24
(AEL 21OS-01-EQUP)

Alamo Subtotal $52,918.12

Donna Police Department

936.095 Operational overtime hours @ avg. OT rate $24.63/hr.
Total overtime $23,056.02
Total fringe (OT x16.49%) $3,801.94
(AEL 130.OS.01.OTSG)

Mileage 5,538 miles X .560 per mile $3,101.28
(AEL 130FC.01MILE)

One (1) 2015 Ford Explorer Unit or equivalent
With police package installed $40,081.53
(AEL 21OS-01-EQUP)

Donna Subtotal $70,040.77

Edinburg Police Department

1,512 Operational overtime hours @ avg. OT rate $45.00/hr.

Total overtime	$68,040.00
Total fringe (OT x 25.72%)	$17,499.89
(AEL 130.OS.01.OTSG)	
Mileage 25,949.15 miles X .560 per mile	$14,531.52
(AEL 130FC.01MILE)	
Two (2) 2015 Ford Explorer or equivalent @ $28,974.00 ea.	$57,948.00
(AEL 21OS-01-EQUP)	
Two (2) full patrol packages to include: police radio, stripe kit, center console for radio, overhead lights and siren, coban in car video system, radar unit, rifle rack, push bumper, and installation @ $20,954.59 ea.	$41,909.18
(AEL 21OS-01-EQUP)	
Edinburg Subtotal	**$ 199,928.59**

Hidalgo Police Department

3,203.728 Operational overtime hours @ avg. OT rate $20.88/hr.	
Total overtime	$66,893.84
Total fringe (OT x21.98%)	$14,703.27
(AEL 130.OS.01.OTSG)	
Mileage 21,840 miles X .560 per mile	$12,230.40
(AEL 130FC.01MILE)	
One (1) 2015 Ford F-150 Crew cab or equivalent with police package to include: overhead emergency lighting, prisoner cages, computer/laptops, laptop stands, software, modem, shotgun mounts, in-car video camera system, radar and console placement	$45,095.00
(AEL 21OS-01-EQUP)	
One (1) SkyCop Surveillance Systems	$67,250.00
Solar power with day/thermal cams	
(AEL 21OS-01-SPEC)	
Hidalgo Subtotal	**$206,172.51**

La Joya Police Department

925.3586 Operational overtime hours @ avg. OT rate $23.76/hr.	
Total overtime	$21,986.52
Total fringe (OT x 16.45%)	$3,616.78
(AEL 130.OS.01.OTSG)	
Mileage 4,726.24 miles X .560 per mile	$2,646.70
(AEL 130FC.01MILE)	
Two (2) APX 6000 P25 Portable Radios @ $6,250.00 each	$12,500.00
(AEL 21OS-01-SPEC)	
One (1) 2015 Chevrolet Tahoe or equivalent with police package	$31,000.00
Including: rear partitions, console, emergency lights and siren,	
Push bumper, watch guard 4RE dash camera, decals, and radar	
(AEL 21OS-01-EQUP)	
La Joya Subtotal	**$71,750.00**

Mercedes Police Department

904.902 Operational overtime hours @ avg. OT rate $32.24/hr.	
Total overtime	$29,174.04
Total fringe (OT x 31.51%)	$9,192.74
(AEL 130.OS.01.OTSG)	
Mileage 6,637.20 miles X .560 per mile	$3,716.84
(AEL 130FC.01MILE)	
One (1) new 2015 police package Chevy Tahoe or equivalent	$64,934.78
to include: graphics, console with accessories and	
mounting equipment, emergency lighting, radar unit,	
mobile DVR system, push bumper, siren, siren speaker,	
gun rack and rear storage organizer, computer/laptop,	
dual band radio, Whelen light bar, siren speaker, siren box	
and controller	
(AEL 21OS-01-EQUP)	
One (1) Steiner Military Binoculars @ $899.99	$898.00
(Difference of $1.99 to be paid with City funds)	
(AEL 21OS-01-SPEC)	
Mercedes Subtotal	**$107,916.40**

Mission Police Department

2,016.041 Operational overtime hours @ avg. OT rate $35.83/hr.	
Total overtime	$72,234.75
Total fringe (OT x 19.41%)	$14,020.76
(AEL 130.OS.01.OTSG)	
Mileage 11,700 miles X .560 per mile	$6,552.00
(AEL 130FC.01MILE)	
One (1) Fully equipped 2015 police vehicle to include: anti-theft device, radar, L3 Comm. Mobile Vision PCS Mobile-Panasonic laptop, police safety package to include: red/blue overhead light bars, siren, cage, plexi-glass partition, push bars, police radio, weapon mount, rear seat, emergency side lights	$60,445.00
(AEL 21OS-01-EQUP)	
Four (4) Off-Road Vehicles (ATV) @ $10,500 ea.	$42,000.00
(AEL 21OS-01-SPEC)	
Two (2) enclosed trailers to carry ATV's @ $5,500.00 ea.	$11,000.00
(AEL 21OS-01-SPEC)	
Four (4) Full face helmets @ $155.00 ea.	$620.00
(AEL 21OS-01-SPEC)	
Three (3) Glove sets @ $40.00 ea.	$120.00
(AEL 21OS-01-SPEC)	
Four (4) Goggles @ $50.00 ea.	$200.00
(AEL 21OS-01-SPEC)	
Mission Subtotal	**$ 207,192.51**

Palmview Police Department

1,125 Operational overtime hours @ avg. OT rate $36/hr.	
Total overtime	$40,500.00
Total fringe (no fringes being claimed)	$ 0.00
(AEL 130.OS.01.OTSG)	
Mileage (no mileage being claimed)	$0.00
(AEL 130FC.01MILE)	

One (1) FLIR Thermal Image Monocular @ $7,139.00 $5,985.00
(Difference of $1,154.00 to be paid with City funds)
(AEL 210S-01-SPEC)

Two (2) ATV's 2014 Outlander 1000 Max w/ accessories $28,315.00
@ $30,780.35 total
(Difference of $2,465.35 to be paid with City funds)
(AEL 21OS-01-SPEC)

Fourteen (14) Mobile Data terminal installation of AVL
Software for patrol fleet @ $10,475 $9,700.00
(Difference of $775.00 to be paid with City funds)
(AEL 04AP-07-INVN)

Palmview Subtotal **$84,500.00**

Peñitas Police Department

1,460 Operational overtime hours @ avg. OT rate $21.51/hr.
Total overtime $31,404.60
Total fringe (OT x 7.65% FICA only being claimed) $2,402.45
(AEL 130.OS.01.OTSG)

Mileage (no mileage being claimed) $0.00
(AEL 130FC.01MILE)

One (1)2015 Chevrolet Tahoe PPV or equivalent
Fully equipped to include:
Fleet Safety Equipment (lights, sirens, cage, etc.) and
One safety vision camera (to be installed in vehicle) $46,073.56
(AEL 21OS-01-EQUP)

Peñitas Subtotal **$79,880.61**

Pharr Police Department

2,720 Operational overtime hours @ avg. OT rate $33.00/hr.
Total overtime $89,760.00
Total fringe (no fringes being claimed) $0.00
(AEL 130.OS.01.OTSG)

Mileage (no mileage being claimed) $0.00
(AEL 130FC.01MILE)

Equipment /Technology
One (1) Skywatch Tower (Sentinel) equipped with
4 thermal sensitive cameras, a high power spot light,
With several sensors in/and around the platform tower $113,218.00
(AEL 21OS-01-SPEC)

One (1) Diesel generator (permanent, attached and secured
to skybox, not construction) $7,262.00
(AEL 21OS-01-SPEC)

Pharr Subtotal **$210,240.00**

San Juan Police Department

1,080.06 Operational overtime hours @ avg. OT rate $30.61/hr.
Total overtime $33,060.63
Total fringe (OT x 12.8%) $4,231.77
(AEL 130.OS.01.OTSG)

Mileage (no mileage being claimed) $0.00
(AEL 130FC.01MILE)

One (1) 2015 fully equipped Chevy Silverado
Crew cab LT or equivalent $32,577.00
(AEL 21OS-01-EQUP)

One (1) 2015 fully equipped Dodge Durango or equivalent $ 38,981.00
(AEL 21OS-01-EQUP)

One (1) Tool box and cover $3,857.20
(AEL 21OS-01-SPEC)

San Juan Subtotal **$112,707.60**

Sullivan City Police Department

1,349.693 Operational overtime hours @ avg. OT rate $20.72/hr.
Total overtime $27,965.63
Total fringe (OT x 7.65%FICA only being claimed) $2,139.37
(AEL 130.OS.01.OTSG)

Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$0.00
One (1) 2015 Police Cruiser with Police Package or equivalent To include: Inner interior lightbar, liberty lightbar, Headlight/taillight flasher, LED spotlight, speaker, Siren light controller, TAD8 Traffic Advisor, ETC. (AEL 21OS-01-EQUP)	$39,790.00
Sullivan City Subtotal	**$ 69,895.00**

Weslaco Police Department

1,248.06 Operational overtime hours @ avg. OT rate $42.41/hr.	
Total overtime	$52,930.22
Total fringe (OT x 18.08%) (AEL 130.OS.01.OTSG)	$9,569.78
Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$0.00
Weslaco Subtotal	**$62,500.00**

Cost Estimates Phase 1:

General Cost:	$1,681,477.18
OT Cost:	$ 1,425,367.55
Total Cost:	$3,106,844.73

B. Execution Annex:

If funded the Hidalgo County Sheriff Office and 17 participating friendly forces/police department will execute a Memorandum of Understanding to ensure and document the

commitment on the part of each agency to work in partnership with the U.S. Customs and Border Protection in implementing the following three major objectives:

1) To achieve greater capability in preventing, protecting against, and responding to border security issues,
2) To increase coordination and collaboration among Federal, State, and local law enforcement agencies in the Rio Grande Valley, and
3) To continue and support the operational mandate border security and border protection enhancement efforts along the U.S./Mexico border.

C. Communication Annex:

The Hidalgo County Sheriff Office and 17 participating friendly forces/police department have built partnerships with HSI, Drug Enforcement Administration, F.B.I., Texas Department of Public Safety and High Intensity Drug Trafficking Task Force. HCSO and local participating Friendly Forces/LEA., working together in a collaborative effort on preventing, controlling, and reducing violent and drug-related activities in the last 30 years. More importantly, we are vigorously involved with numerous organizations for community revitalization that has made a tremendous impact in the community by leveraging and securing additional local, state, federal, private and public funds in the past.

Media Action Plan:

RGV has the lead on all Public Affairs activities. Each participating agency must coordinate all public affairs activities with the RGV Public Affairs Office. All Border Patrol inquiries will be directed to the RGV Public Affairs Office (956) 289-4990.

HIDALGO COUNTY SHERIFF'S OFFICE:
All Media events/questions will be referred to Hidalgo County Sheriff J.E. "Eddie" Guerra or his designee. Information will be released to the media only when prior approval has been obtained from Sheriff Guerra.

Legal Review:

All matters will be referred to the CBP Counsel.
HIDALGO COUNTY SHERIFF'S OFFICE:
All legal matters will be referred to the Hidalgo County District Attorney.

Risks:

No risks have been associated with this Op Order.

Photos:

Filename: Hidalgo County
Caption:


Hidalgo County, Texas

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

January 13, 2015

Corey A. Walz
Program Analyst, Western Branch
Grant Programs Directorate
U.S. Department of Homeland Security
500 C. Street, S.W., Techworld Bldg.
Washington, D.C. 20472-3615

Re: 2014 Operation Stone Garden Program (OSGP) Overtime Waiver Request – Hidalgo County

Dear Mr. Walz:

The Hidalgo County Sheriff's Office requests a waiver by the Federal Emergency Management Agency Administrator of the 50 percent (50%) personnel cap overtime limit on the 2014 OPSG Grant. The intent of this request is to continue our coordinated efforts with Federal, State, and Local law enforcement agencies and make the greatest impact in the joint mission to secure the United States International southern boundaries. Due to increasing acts of violence within the US/Mexican border areas, the Texas Homeland Security State Administrative Agency (THSSAA) has allocated 2014 OPSG grant funds to the Hidalgo County Sheriff's Office and its sub-recipients to increase law enforcement presence within identified active areas and at Port of Entries.

The purpose of this letter is to request waiver of the 50 percent (50%) personnel cap and allow the Hidalgo County Sheriff's Office and its sub-recipients to expend up to 61% (rounded) ($2,850,735.03) of the total $4,674,438.00 2014 OPSG funds on law enforcement personnel overtime cost. A waiver of the overtime limit will provide the Hidalgo County Sheriff's Office and its sub-recipients with the flexibility to allocate resources to enhance collaboration between Federal, State and Local law enforcement agencies on the border and to increase our capabilities to prevent, protect and respond to border security threats and issues.

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

Thank You in advance for your consideration to our request.

Sincerely,



J.E. "Eddie" Guerra
Hidalgo County Sheriff

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

October 30, 2014

United States Department of Homeland Security
Federal Emergency Management Agency
Grants Program Directorate, Grants
800 K Street, NW Suite 5035
Washington, DC 20531

RE: Equipment Justification for Hidalgo County 2014 Operation Stonegarden

Dear Grants Program Directorate:

The Hidalgo County Sheriff's Office (HCSO) along with seventeen (17) participating law enforcement agencies will participate in the Operation Stonegarden 2014 grant. Hialgo County received an amount of $ 4,674,438.00 and is requesting permission to utilize $180,468.00 of the awarded amount for the procurement of specialized equipment.

The Hidalgo Police Department and Pharr Police Department, in an effort to achieve and sustain the mission, goals, and objectives set forth within the Operation Stonegarden operational plan in securing our southern boundaries, are requesting the purchase of specialized equipment. The Hidalgo Police Department is requesting the purchase of one (1) SkyCop surveillance system with a purchase price of $67,250.00 and Pharr Police Department is requesting the purchase of one (1) Sky Watch Tower (Sentinel) with a purchase price of $113,218.00.

Hidalgo Police Department	One (1)Sky Cop Surveillance System	$67,250.00
Pharr Police Department	One (1) SkyWatch Tower (Sentinel)	$113,218.00
Total Equipment:		$180,468.00

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Office: (956) 383-8114

The Sky Cop surveillance system Hidalgo Police Department is seeking to purchase will be set up strategically along international boundaries which are deemed problematic areas. The SkyCop system will enable HPD personnel communication officers to monitor from remote site live activity during day or night time hours. This will allow both HPD and BP ground troops to be proactive and respond to the threat as it is getting organized. HPD will be able to monitor and track their movements with thermal imagery in efforts to secure our U.S. boundaries from the criminal minded or the illegal immigrants attempting to gain entry unto U.S. soil with the purpose of engaging in criminal activity. The Sky Cop surveillance system will be used to assist Border Patrol with Stonegarden operations.

The Pharr Police Department is seeking to purchase a Sentinel Sky Watch Tower which is designed to give an officer a line of sight of over 24 feet and/or two stories high, the tower will be equipped with 4 thermal sensitive cameras, a high power spot light with several sensors in/and around the tower, etc. The Sky Tower is a portable system and can be rapidly moved to (high-risk) crime areas and will monitor routes of egress leading from the Pharr International Bridge Port of Entry, Rio River connecting Mexico and US and 83/281 highway transportation corridors. The Sky Tower will enhance patrol for the duration of Operation Stonegarden.

Any questions, please call me at (956) 383-8114.

Sincerely,

J.E. "Eddie" Guerra
Hidalgo County Sheriff

February 25, 2015

United States Department of Homeland Security
Federal Emergency Management Agency
Grants Program Directorate, Grants
800 K Street, NW Suite 5035
Washington, DC 20531

Re: Equipment Justification for Pharr Police Department 2014 Operation Stonegarden

Dear Grants Program Directorate:

The Pharr Police Department in an effort to achieve and sustain the mission, goals and objectives set forth with Operation Stonegarden operational plan in securing our southern boundaries, are requesting the purchase of specialized equipment.

The Pharr Police Department is requesting the purchase of one (1) 7500 diesel generator valued at $7,262.00 to replace an older model generator currently been used in a 2002 model Skywatch Tower. The current generator is twelve (12) years old and the maintenance is exceeding the cost effectiveness of the item. The purchase of the new diesel generator would allow the Pharr Police Department to continue using an older model Skywatch Tower to enhance Operation Stonegarden operational plan.

The purchase would aide this department to reduce maintenance cost and continue having a fixed asset to monitor commercial parking lots, State and US corridors, and rural areas. This would allow the Pharr Police Department to prevent narcotic and human smuggling along the City of Pharr's southern border and at the Pharr Port of Entry.

Joel Robles
Asst. Chief of Police

Telephone (956)784-7700 ● Fax(956)781-9163 ● 1900 S. Cage Blvd. ● Pharr, Texas 78577
E-mail: ruben.villescas@pd.pharr-tx.gov ● www.pharr-tx.gov

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

October 30, 2014

United States Department of Homeland Security
Federal Emergency Management Agency
Grants Program Directorate, Grants
800 K Street, NW Suite 5035
Washington, DC 20531

RE: Used Vehicle Justification for Hidalgo County 2014 Operation Stonegarden

Dear Grants Program Directorate:

The Hidalgo County Sheriff's Office (HCSO) along with seventeen (17) participating law enforcement agencies will participate in the Operation Stonegarden 2014 grant. Hidalgo County received an awarded amount of $ 4,674,438.00 and is requesting permission to utilize $ 45,836.24 of the awarded amount for the procurement of used vehicles.

The Hidalgo County Constable's Precinct 2 and Alamo Police Department, in an effort to achieve and sustain the mission, goals, and objectives set forth within the Operation Stonegarden operational plan securing our southern boundaries, are requesting the purchase of used vehicles. The Constable's Precinct 2 is requesting the purchase of one (1) Used police package vehicle with a purchase price of $20,000.00 and Alamo Police Department is requesting the purchase of two (2) Used Chevrolet Tahoes or equivalent with police package @ $12,918.12 each.

HC PCT. 2	One (1) Used police package vehicle to include one APX radio and one Panasonic Toughbook	$20,000.00

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Office: (956) 383-8114

Alamo Police Department	Two (2) Used Chevrolet Tahoes or equivalent w/ police package @ $12,918.12 each.	$25,836.24
Total Equipment:		$45,836.24

The used vehicle Precinct 2 is seeking to purchase will be used to increase law enforcement presence in designated areas during the Operation Stonegarden initiative. The vehicle will be marked and equipped with law enforcement package to include one APX radio as well as one Panasonic Toughbook. The vehicle will be used to assist Border Patrol with any Stonegarden operations.

Alamo Police Department is seeking to purchase two (2) Used Chevrolet Tahoes or equivalent with police package which will be used to enhance law enfrocement presence in the Alamo area. The vehicles will be marked with designated graphics, emergency equipment and grant identifying information. The units will also be used for the pursuit and apprehension of violators of criminal activ to include narcotics/human smuggling. The vehicles will be used to assist Border Patrol during Stonegarden should the need arise.

Any questions, please call me at (956) 383-8114.

Sincerely,

J.E. "Eddie" Guerra
Hidalgo County Sheriff

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

October 30, 2014

United States Department of Homeland Security
Federal Emergency Management Agency
Grants Program Directorate, Grants
800 K Street, NW Suite 5035
Washington, DC 20531

RE: Vehicle Justification for Hidalgo County 2014 Operation Stonegarden

Dear Grants Program Directorate:

The Hidalgo County Sheriff's Office (HCSO) along with seventeen (17) participating law enforcement agencies will participate in the Operation Stonegarden 2014 grant. Hidalgo County received an awarded amount of $ 4,674,438.00 and is requesting permission to utilize $ 1,250,870.14 of the awarded amount for the procurement of new vehicles.

In retrospect Hidalgo County ranks as the eighth largest county in the state of Texas, encompassing one-thousand five hundred sixty nine (1,569) square miles and sharing approximately seventy five (75) miles of US/Mexico international border with the neighboring state of Tamaulipas, Mexico.

In a unified effort to bolster security measures, HCSO and seventeen (17) law enforcement agencies working collaboratively with state and federal agencies, have implemented a comprehensive operational plan that will enhance cooperation, coordination, and communications to secure the United States borders along routes of ingress to include, but not limited to, travel corridors, international water boundaries, and the un-developed colonias which serve as a safe haven for the criminal minded illegal immigrant(s).

Additionally, the participating agencies are vital to Operation Stonegarden in meeting the objectives and efforts in securing the southern borders and their perspective jurisdictions. These law enforcement agencies are requesting vehicles and specialized equipment which will enhance their

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Office: (956) 383-8114

capabilities and responsibilities in and within the Rio Grande Valley Border Patrol Sector while participating in Operation Stonegarden. The participating agencies are requesting the following:

HCSO	Eight (8) - 2015 Chevrolet Tahoes or equivalent w/ police package @ $57,066.24 ea.	$456,529.92
HC PCT. 1	One (1) -2015 Chevrolet Tahoe or equivalent w/ police package	$55,072.71
HC PCT. 2	One (1)-2015 Chevrolet Tahoe or equivalent w/ police package	$45,000.00
HC PCT. 3	Two (2) 2015 Chevrolet patrol vehicles or equivalent w/ police package @ $42,026.12 ea.	$84,052.24
HC PCT. 4	One (1) 2015 law enforcement vehicle or equivalent w/ police package	$51,000.00
Donna Police Department	One (1) 2014 Ford Explorer or equivalent w/ police package	$40,081.53
Edinburg Police Department	Two (2) 2014 Ford Explorers or equivalent w/ police package @ $49,928.59 ea.	$99,857.18

Hidalgo Police Department	One (1) 2015 Ford F150 Crewcab or equivalent w/ police package	$45,095.00
La Joya Police Department	One (1) 2015 Chevrolet Tahoe or equivalent w/ police package	$31,000.00
Mercedes Police Department	One (1) 2015 Chevrolet Tahoe or equivalent w/ police package	$55,000.00
Mission Police Department	One (1) 2015 Police package vehicle	$60,445.00
Mission Police Department	Four (4) Off-Road Vehicles (ATV) @ 10,500.00 ea.	$42,000.00
Palmview Police Department	2 ATV's 2014 Outlander 1000 Max or equivalent w/ accessories	$28,315.00
Penitas Police Department	One (1) 2015 Chevrolet Tahoe or equivalent w/ police package	$46,073.56
San Juan Police Department	One (1) 2015 Chevy Silverado Crew Cab LT or equivalent w/ police package	$32,577.00

San Juan Police Department	One (1) 2015 Dodge Durango or equivalent w/ police package	$38,981.00
Sullivan City Police Department	One (1) Police Cruiser or equivalent w/ police package	$39,790.00
Total Equipment:		$1,250,870.14

The Hidalgo County Sheriff's Office is requesting to purchase eight (8) new law enforcement vehicles. The vehicles will be used for the purpose of increasing law enforcement throughout Hidalgo County for the duration of Operation Stonegarden. The HCSO deputies will patrol known trafficking corridors in the immediate vicinity of the Rio Grande River. The enhanced enforcement posture will strengthen border security by providing a stronger in depth defense mechanism.

The Hidalgo County Sheriff's Office and the seventeen (17) participating law enforcement agencies will utilize vehicles and specialized equipment to enhance capabilities and execute the responsibilities in accordance to the operational plan set forth in Operation Stonegarden 14 to secure our southern boundaries and respective jurisdiction within the Rio Grande Valley Sector.

Any questions, please call me at (956) 383-8114.

Sincerely,

J.E. "Eddie" Guerra
Hidalgo County Sheriff

SAN JUAN POLICE DEPARTMENT

2301 N. Raul Longoria ** San Juan, Texas 78589
(956) 223-2400

Operation Stone Garden

Sergeant Rolando Garcia
Special Operations
rgarcia@sanjuanpolice.com

Direct: (956)566-9337
Main: (956)223-2400 ext 2447
Fax: (956)783-3503

The San Juan Police Department established a Special Investigations unit (hereon referred to as SIU) consisting of Investigators who would be specially trained in the field of narcotics, money laundering, auto thefts, human smuggling among other fields. The investigators of the SIU division work closely with all levels of law enforcement to include the Texas Department of public safety, United States Border Patrol and HSI.

Investigators are tasked with conducting countless hours of surveillance to further enhance and aid in any of the above mentioned types of investigations at both the State and Federal levels. As such, specialized equipment such as unmarked vehicles that can blend into neighborhoods, business and public places are needed to produce cases. With the unmarked vehicles, SIU investigators can also patrol and monitor areas of known narcotics and human smuggling routes in San Juan, Texas. These routes are identified as Stewart road, Military road, Raul Longoria (Fm1426), Cesar Chavez, Veterans drive and Expressway 83. SIU investigators would work with the United States Border patrol and the uniformed division of the San Juan Police Department to call out suspicious vehicles and persons when encountered on the roadway or public parking areas.

The San Juan Police Department is requesting the following to equipment to meet the standards set forth in the grant.

Chevy Silverado Crew Cab LT at a cost of $32,577.00
Tool box and cover for the 2014 Chevy Silverado at a cost of $3,857.20
Dodge Durango at a cost of $38,981.00

The specialized equipment, specifically the tool box and cover on the Chevy Silverado, is essential for carrying and deploying surveillance equipment to locations where narcotics or persons are being kept and stored. The truck will also carry tools for Auto Theft inspections, stolen vehicles are often used to smuggle narcotics and persons throughout the valley. The auto theft equipment will be used in conjunction with police patrols and enforcement as well as when requested by the United States Border Patrol.

DATE: May 20, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of Alamo
ACCOUNT NUMBER: 5-1284-480-00-280-070-7-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-070-7-131	Stonegarden City of Alamo--Overtime	19,800.00
5-1284-480-00-280-070-7-220	Stonegarden City of Alamo--FICA	1,514.70
5-1284-480-00-280-070-7-230	Stonegarden City of Alamo--Retirement	1,542.42
5-1284-480-00-280-070-7-260	Stonegarden City of Alamo--Worker's Comp.	954.36
5-1284-480-00-280-070-7-581	Stonegarden City of Alamo--In-County Travel	3,270.40
5-1284-480-00-280-070-7-841	Stonegarden City of Alamo--Aid to Local Government	25,836.24
	TOTAL APPROPRIATIONS	52,918.12
5-1284-331-12-280-070-7-000	Operation Stonegarden 2014--City of Alamo	52,918.12
	TOTAL REVENUES	52,918.12

REASON: **To appropriate budget for the Operation Stonegarden 2014 Sub-Repicient Grant Award to the City of Alamo from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: May 20, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of Donna
ACCOUNT NUMBER: 5-1284-480-00-280-048-7-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-048-7-131	Stonegarden City of Donna--Overtime	23,056.02
5-1284-480-00-280-048-7-220	Stonegarden City of Donna--FICA	1,763.79
5-1284-480-00-280-048-7-230	Stonegarden City of Donna--Retirement	1,152.80
5-1284-480-00-280-048-7-260	Stonegarden City of Donna--Worker's Comp.	885.35
5-1284-480-00-280-048-7-581	Stonegarden City of Donna--In-County Travel	3,101.28
5-1284-480-00-280-048-7-841	Stonegarden City of Donna--Aid to Local Government	40,081.53
	TOTAL APPROPRIATIONS	70,040.77
5-1284-331-12-280-048-7-000	Operation Stonegarden 2014--City of Donna	70,040.77
	TOTAL REVENUES	70,040.77

REASON: To appropriate budget for the Operation Stonegarden 2014 Sub-Repicient Grant Award to the City of Donna from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

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DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: May 20, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of Edinburg
ACCOUNT NUMBER: 5-1284-480-00-280-088-7-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-088-7-131	Stonegarden City of Edinburg--Overtime	68,040.00
5-1284-480-00-280-088-7-220	Stonegarden City of Edinburg--FICA	5,205.06
5-1284-480-00-280-088-7-230	Stonegarden City of Edinburg--Retirement	9,763.74
5-1284-480-00-280-088-7-260	Stonegarden City of Edinburg--Worker's Comp.	2,531.09
5-1284-480-00-280-088-7-581	Stonegarden City of Edinburg--In-County Travel	14,531.52
5-1284-480-00-280-088-7-841	Stonegarden City of Edinburg--Aid to Local Government	99,857.18
	TOTAL APPROPRIATIONS	199,928.59
5-1284-331-12-280-088-7-000	Operation Stonegarden 2014--City of Edinburg	199,928.59
	TOTAL REVENUES	199,928.59

REASON: To appropriate budget for the Operation Stonegarden 2014 Sub-Repicient Grant Award to the City of Edinburg from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

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DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: May 20, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of Hidalgo
ACCOUNT NUMBER: 5-1284-480-00-280-049-7-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-049-7-131	Stonegarden City of Hidalgo--Overtime	66,893.84
5-1284-480-00-280-049-7-220	Stonegarden City of Hidalgo--FICA	5,117.38
5-1284-480-00-280-049-7-230	Stonegarden City of Hidalgo--Retirement	7,264.67
5-1284-480-00-280-049-7-260	Stonegarden City of Hidalgo--Worker's Comp.	2,321.22
5-1284-480-00-280-049-7-581	Stonegarden City of Hidalgo--In-County Travel	12,230.40
5-1284-480-00-280-049-7-841	Stonegarden City of Hidalgo--Aid to local government	112,345.00
	TOTAL APPROPRIATIONS	206,172.51
5-1284-331-12-280-049-7-000	Operation Stonegarden 2014--City of Hidalgo	206,172.51
	TOTAL REVENUES	206,172.51

REASON: **To appropriate budget for the Operation Stonegarden 2014 Sub-Repicient Grant Award to the City of Hidalgo from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

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DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: May 20, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of La Joya
ACCOUNT NUMBER: 5-1284-480-00-280-050-7-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-050-7-131	Stonegarden City of La Joya--Overtime	21,986.52
5-1284-480-00-280-050-7-220	Stonegarden City of La Joya--FICA	1,681.97
5-1284-480-00-280-050-7-230	Stonegarden City of La Joya--Retirement	1,099.32
5-1284-480-00-280-050-7-260	Stonegarden City of La Joya--Worker's Comp.	835.49
5-1284-480-00-280-050-7-581	Stonegarden City of La Joya--In-County Travel	2,646.70
5-1284-480-00-280-050-7-841	Stonegarden City of La Joya--Aid to local government	43,500.00
	TOTAL APPROPRIATIONS	71,750.00
5-1284-331-12-280-050-7-000	Operation Stonegarden 2014--City of La Joya	71,750.00
	TOTAL REVENUES	71,750.00

REASON: To appropriate budget for the Operation Stonegarden 2014 Sub-Repicient Grant Award to the City of La Joya from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

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DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: May 20, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of Mercedes
ACCOUNT NUMBER: 5-1284-480-00-280-072-7-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-072-7-131	Stonegarden City of Mercedes--Overtime	29,174.04
5-1284-480-00-280-072-7-220	Stonegarden City of Mercedes--FICA	2,231.82
5-1284-480-00-280-072-7-230	Stonegarden City of Mercedes--Retirement	5,420.54
5-1284-480-00-280-072-7-260	Stonegarden City of Mercedes--Worker's Comp.	1,540.39
5-1284-480-00-280-072-7-581	Stonegarden City of Mercedes--In-County Travel	3,716.84
5-1284-480-00-280-072-7-841	Stonegarden City of Mercedes--Aid to local government	65,832.77
	TOTAL APPROPRIATIONS	107,916.40
5-1284-331-12-280-072-7-000	Operation Stonegarden 2014--City of Mercedes	107,916.40
	TOTAL REVENUES	107,916.40

REASON: To appropriate budget for the Operation Stonegarden 2014 Sub-Repicient Grant Award to the City of Mercedes from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

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DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: May 20, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of Mission
ACCOUNT NUMBER: 5-1284-480-00-280-054-7-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-054-7-131	Stonegarden City of Mission--Overtime	72,234.75
5-1284-480-00-280-054-7-220	Stonegarden City of Mission--FICA	5,525.96
5-1284-480-00-280-054-7-230	Stonegarden City of Mission--Retirement	5,720.98
5-1284-480-00-280-054-7-260	Stonegarden City of Mission--Worker's Comp.	2,773.82
5-1284-480-00-280-054-7-581	Stonegarden City of Mission--In-County Travel	6,552.00
5-I284-480-00-280-054-7-841	Stonegarden City of Mission--Aid to local government	114,385.00
	TOTAL APPROPRIATIONS	207,192.51
5-1284-331-12-280-054-7-000	Operation Stonegarden 2014--City of Mission	207,192.51
	TOTAL REVENUES	207,192.51

REASON: To appropriate budget for the Operation Stonegarden 2014 Sub-Repicient Grant Award to the City of Mission from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

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DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: May 20, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of Palmview
ACCOUNT NUMBER: 5-1284-480-00-280-051-7-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-051-7-131	Stonegarden City of Palmview--Overtime	40,500.00
5-1284-480-00-280-051-7-841	Stonegarden City of Palmview--Aid to Local Government	44,000.00
	TOTAL APPROPRIATIONS	84,500.00
5-1284-331-12-280-051-7-000	Operation Stonegarden 2014--City of Palmview	84,500.00
	TOTAL REVENUES	84,500.00

REASON: To appropriate budget for the Operation Stonegarden 2014 Sub-Repicient Grant Award to the City of Palmview from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

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DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: May 20, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of Penitas
ACCOUNT NUMBER: 5-1284-480-00-280-074-7-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-074-7-131	Stonegarden City of Penitas--Overtime	31,404.60
5-1284-480-00-280-074-7-220	Stonegarden City of Penitas--FICA	2,402.45
5-1284-480-00-280-074-7-841	Stonegarden City of Penitas--Aid to local government	46,073.56
	TOTAL APPROPRIATIONS	79,880.61
5-1284-331-12-280-074-7-000	Operation Stonegarden 2013--City of Penitas	79,880.61
	TOTAL REVENUES	79,880.61

REASON: To appropriate budget for the Operation Stonegarden 2014 Sub-Repicient Grant Award to the City of Penitas from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

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DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: May 20, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of Pharr
ACCOUNT NUMBER: 5-1284-480-00-280-053-7-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-053-7-131	Stonegarden City of Pharr--Overtime	89,760.00
5-1284-480-00-280-053-7-841	Stonegarden City of Pharr--Aid to local government	120,480.00
	TOTAL APPROPRIATIONS	210,240.00
5-1284-331-12-280-053-7-000	Operation Stonegarden 2014--City of Pharr	210,240.00
	TOTAL REVENUES	210,240.00

REASON: To appropriate budget for the Operation Stonegarden 2014 Sub-Repicient Grant Award to the City of Pharr from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

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DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: May 20, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of San Juan
ACCOUNT NUMBER: 5-1284-480-00-280-076-7-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-076-7-131	Stonegarden City of San Juan--Overtime	33,060.63
5-1284-480-00-280-076-7-220	Stonegarden City of San Juan--FICA	2,529.14
5-1284-480-00-280-076-7-230	Stonegarden City of San Juan--Retirement	433.10
5-1284-480-00-280-076-7-260	Stonegarden City of San Juan--Worker's Comp.	1,269.53
5-1284-480-00-280-076-7-841	Stonegarden City of San Juan--Aid to local government	75,415.20
	TOTAL APPROPRIATIONS	112,707.60
5-1284-331-12-280-076-7-000	Operation Stonegarden 2014--City of San Juan	112,707.60
	TOTAL REVENUES	112,707.60

REASON: To appropriate budget for the Operation Stonegarden 2014 Sub-Repicient Grant Award to the City of San Juan from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

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DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: May 20, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of Sullivan City
ACCOUNT NUMBER: 5-1284-480-00-280-077-7-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-077-7-131	Stonegarden City of Sullivan City--Overtime	27,965.63
5-1284-480-00-280-077-7-220	Stonegarden City of Sullivan City--FICA	2,139.37
5-1284-480-00-280-077-7-841	Stonegarden City of Sullivan City--Aid to local government	39,790.00
	TOTAL APPROPRIATIONS	69,895.00
5-1284-331-12-280-077-7-000	Operation Stonegarden 2014--City of Sullivan City	69,895.00
	TOTAL REVENUES	69,895.00

REASON: To appropriate budget for the Operation Stonegarden 2014 Sub-Repicient Grant Award to the City of Sullivan City from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

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DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: May 20, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of Weslaco
ACCOUNT NUMBER: 5-1284-480-00-280-078-7-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-078-7-131	Stonegarden City of Weslaco--Overtime	52,930.22
5-1284-480-00-280-078-7-220	Stonegarden City of Weslaco--FICA	4,049.16
5-1284-480-00-280-078-7-230	Stonegarden City of Weslaco--Retirement	3,488.10
5-1284-480-00-280-078-7-260	Stonegarden City of Weslaco--Worker's Comp.	2,032.52
	TOTAL APPROPRIATIONS	62,500.00
5-1284-331-12-280-078-7-000	Operation Stonegarden 2014--City of Weslaco	62,500.00
	TOTAL REVENUES	62,500.00

REASON: To appropriate budget for the Operation Stonegarden 2014 Sub-Repicient Grant Award to the City of Weslaco from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

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DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

STATE OF TEXAS §

COUNTY OF HIDALGO §

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

This Agreement is made and entered into this ___day of _____, 2015, by and between the County of Hidalgo, a political subdivision of the State of Texas (hereinafter referred to as "County") and the City of Penitas, 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 $4,674,438.00 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 2014 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 2014 Sub-Recipient Award for Hidalgo County," (Sub-Recipient Agreement) dated May 7, 2015, 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 No. 12-003 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 $113,687.66 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 the 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 reimbursements pertaining to costs incurred or performances rendered that are not in compliance with 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 complete and execute a Passed-Through Property Record or Equipment Loan Record, as necessary, for each asset purchased with Grant funds, as required by State Administration Agency Bulletin 15-002 or its successor (**See Exhibit "F"**).

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 No. 12-004 or its successor (**See Exhibit "F")**. City shall conduct an annual physical inventory for all assets purchased with current and prior Grant funds and provide said information to County on an annual basis. The inventory identified on the Property Acquisition Form should include a complete and accurate listing of all equipment/assets including tag numbers, id numbers and serial numbers with photographs depicting same (**See Exhibit "I"**). City shall not use Grant funds for the purchase of weapons and weapons accessories in accordance with State Administrative Agency Bulletin No. 15-001 or its successor (**See Exhibit "F"**).

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 required for reimbursement of Grant funds from County. These include but not limited to the Cost Reimbursement Form and all supporting documentation **(See Exhibit "F")**, a Passed Through Property Record or Loan Record (with photographs and SAM.gov verification) **(See Exhibit "F")**, a Property Acquisition Form detailing a cumulative report of all property secured with Grant funds from the inception of the first Grant period (**See Exhibit "I")** and the Annual Inventory Control Requirement Form **(See Exhibit "F").** These reports must be submitted to County by **June 30th** of each year. City shall provide County with a weekly activity report (**See Exhibit "G"**). 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 No. 12-004 or its successor attached thereto.)

As noted above, all reports required for submission are as follows:

FORMS	**SUBMIT**
Eligibility Certification Form	Annually

Annual Inventory Control Requirement Form	Annually
Property Acquisition Form	Annually
Weekly Activity Report	Weekly
Agency Cost Reimbursement Request Form	With Reimbursement Request
Individual Reimbursement Request Form	With Reimbursement Request
Daily Activity Report Summary	With Reimbursement Request
Daily Activity Report Detail	With Reimbursement Request
Passed-Through Property Record Form	With Reimbursement Request
Disposition Request/Report SF-428- C Form	As needed upon asset disposal

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 delay or 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")**, Passed Through-Property Record Form **(See Exhibit "F"),** Copies of Invoices, and other related information whether or not requested by County on a monthly basis no later than the 15th of each month for the previous month. Each Cost Reimbursement Request shall be completed pursuant to the instructions and State Administration Agency Bulletin Nos. 11-005, 12-005, 15-001 and 15-002 (or their successors) 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 Sub-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. City shall be responsible for the care, maintenance, repair, custody, control, disposition and use of any asset purchased with Grant funds.

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 the responsible party for the care, maintenance and repair of same, as noted above. 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. City shall also complete a Disposition Request/Report Form SF-428-C as required by State Administration Agency Bulletin No. 15-002 **(See Exhibit "F")**.

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 none of its elected officials, officers, employees, consultants, or 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
302 W. University Dr.
Edinburg, TX 78539

If to City: City of Penitas
1111 S. Main St.
Penitas, TX 78576

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 PENITAS, TEXAS

_____
Antonio Flores, Jr.**,** Mayor

ATTEST

_____
Ana Valdez, 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,
Ricardo Rodriguez, Jr.

By:_____
Josephine Ramirez Solis,
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”	Agency Cost Reimbursement Request Form and SAA Bulletins
• F-1:	Agency Cost Reimbursement Request
• F-2	Individual Reimbursement Form
• F-3	Cost Reimbursement Request Instructions
• F-4	SAA Information Bulletin 12-003
• F-5	SAA Information Bulletin 12-004
• F-6	Annual Inventory Control Requirement Form
• F-7	SAA Information Bulletin 11-005
• F-8	SAA Information Bulletin 12-005
• F-9	SAA Information Bulletin 12-007
• F-10	SAA Information Bulletin 15-001
• F-11	SAA Information Bulletin 15-002
Exhibit “G”	Weekly Activity Report
Exhibit “H”	Daily Activity Report Summary and Detail
Exhibit “I”	Property Acquisition Form

EXHIBIT "A"

Grant Terms and Conditions

U.S. Department of Homeland Security
Washington, DC 20472

FEMA

FY2014 OPSG COND Approval Texas – Hidalgo15-RGVRGV-11-001 V0

April 22, 2015

Arturo Mendez
Texas Homeland Security State Administrative Agency
PO Box 4087
Austin, TX 78773

Dear Mr. Mendez:

Please be advised that, based on the Department of Homeland Security, Federal Emergency Management Agency's (FEMA) Operation Stonegarden Grant Program (OPSG) guidelines and special conditions associated with this program, the below referenced Operations Order is *conditionally approved*:

Operations Order No: 15-RGVRGV-11-001 V0
Fiscal Year: 2014
Amount Approved: $4,674,438
Operations Order Dates: 10/1/2014 to 8/31/2016
Recipient: Hidalgo County, Texas

Pending approval of the Personnel Cap Waiver by the FEMA Administrator, Hidalgo County is authorized to spend up to, but must not exceed, 50 percent of the FY 2014 Operation Stonegarden allocation issued by FEMA. A subsequent approval letter will be issued for this Operations Order upon receipt of the FEMA Administrator's approval.

Expenditures from the Operations Order were reviewed and approved by FEMA and U.S. Customs and Border Protection/Border Patrol (CBP). These expenses will assist the County in conducting border centric, intelligence driven operations with the goal of reduction or elimination of threat, risk and vulnerability along our Nations' borders.

Please find the below special conditions associated with OPSG and retain this letter for your grant files. If you have any questions, please feel free to contact me at (202) 786-9668.

Sincerely,

Corey Walz

Corey Walz
Program Analyst
U.S. Department of Homeland Security
Federal Emergency Management Agency
Grant Programs Directorate

Cc: U.S. Customs and Border Protection/ Border Patrol

The following Special Conditions are associated with this Operation Stonegarden award:

1. Construction and construction-type activities are prohibited.
2. Lethal or less than lethal forces including, but not limited to: weapons, firearms, ammunition and tasers are prohibited.
3. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), the sum of all personnel related expenses shall not exceed 50% of the recipient's allocation without first obtaining a waiver from the FEMA Administrator.
4. All participating agencies shall monitor, review and track expenditures of OPSG funds under individual Operations Orders issued. Participating agencies shall not obligate, and/or encumber OPSG grant funds beyond the total of their allocation issued by FEMA.
5. The Operations Order has been reviewed and approved under the Environmental and Historic Preservation Program (EHP) guidelines as being categorically excluded from further EHP review.
6. Recipients must submit a letter of justification for all proposed vehicles or equipment items in excess of $100,000. This justification will be reviewed by CBP and FEMA.

Texas Department of Public Safety

2014 Sub-Recipient Award for Hidalgo County

1. General Award Information	Reference/Encumbrance No:	
Date of Award: May 7, 2015	Prepared By: Mendez, Arturo	3. SAA Award Number: 14-SR 48215-01

4. Sub-Recipient Name and Address

Judge Ramon Garcia
Hidalgo County
302 W. University
Edinburg, TX 78539

5. Federal Grant Information

Federal Grant Title: Homeland Security Grant Program (HSGP)
Operation Stonegarden (OPSG)

Federal Grant Award Number: EMW-2014-SS-00029

Federal Granting Agency: U.S. Department of Homeland Security(DHS)
Federal Emergency Management Agency (FEMA)

Date Federal Grant Awarded to TxDPS: August 6, 2014

CFDA: 97.067

6. Award Amount and Grant Breakdowns

OPSG

$4,674,438.00

Grant Period:	
From: Sep 1, 2014	To: Feb 28, 2016
(The SAA must receive all invoices by the end of grant period)	

7. Statutory Authority for Grant: The Department of Homeland Security Appropriations Act, 2014, (Public Law 113-76), and The Homeland Security Act of 2002 as amended (Public Law 107-296), (6 U.S.C. § 603).

8. Method of Payment: Primary method is reimbursement.

9. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors and principals are not debarred,suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not have active Exclusions listed at https://www.sam.gov/portal/public/SAM/

10. Agency Approvals

Approving TxDPS Official:

Garry Jones
Deputy Assistant Director
Texas Homeland Security
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:

Garry Jones

11. Sub-Recipient Acceptance

I have read, understood and agree to this Sub-Recipient Agreement consisting of this Award and the attached Terms and Conditions.

Print name and title of Authorized Sub-Recipient Official:

Ramon Garcia
Hidalgo County Judge

Signature of Sub-Recipient Official:

Ramon Garcia

Enter Employer Identification Number (EIN) or Federal Tax Identification Number:	DUNS Number:	Date Signed :
74-6000717	10-311-0834	5/19/15

DUE DATE: June 23, 2015 Signed Award with Terms and Conditions must be returned to SAA_SRA@dps.texas.gov on or before the due date.

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

2014 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.*

1. Grant Sub-recipient Agreement

This Grant Sub-recipient Agreement (consisting of this 2014 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 2014 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. HSGP funding shall be used for statutorily eligible 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. This program provides an integrated mechanism that builds and sustains core capabilities to support the Nation's Preparedness against terrorist attacks, major disasters, and other emergencies.

The FY 2014 Nonprofit Security Grant Program (NSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the NGP. NSGP provides funding support statutorily eligible costs to include 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. It is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, as well as State and local government agencies.

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.

2. Overview and Performance Standards

All allocations and use of funds under this Grant shall be in accordance with the FY 2014 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2014 FOA is incorporated by reference herein. **Sub-recipient shall read, understand and accept the FY 2014 Funding Opportunity Announcement as binding.**

A. 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"**

B. 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.**

3. 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 this Grant, 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.

4. 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) calendar 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.

5. 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.

6. 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 2014 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at http://www.fema.gov/media-library-data/1395161200285-5b07ed0456056217175fbdee28d2b06e/FY_2014_HSGP_FOA_Final.pdf and the Nonprofit Security Grant Program (NSGP), http://www.fema.gov/media-library-data/1396016700388-fb23d813b8df0d8eab995c8f27c1ac3e/FY_2014_NSGP_FOA_Final_Revised.pdf.

7. 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 14, 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.

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.

8. 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 Grant Adjustment Notice (GAN) to the jurisdiction.

9. State Requirements for Grants

Sub-recipient shall 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, Texas Uniform Grants Management Standards (UGMS) 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/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 this Grant to a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, unless the law enforcement agency requesting this Grant is in compliance with all rules developed by the Texas Commission on Law Enforcement (COLE) or TCOLE certifies that the requesting agency is in the process of achieving compliance with such rules.

2. Grant funds may not be awarded 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 by 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, which prohibits using any money or vehicle to support the candidacy of any person for office; influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose and 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, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and 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, which requires Sub-recipient to make every effort to attain key performance target levels associated with this Grant, 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, which requires that this Grant may only be expended if Sub-recipient timely completes and files its reports.

10. 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, or 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 and/or NSGP funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2014 HSGP or NSGP 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 Council of Government (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 Lone 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 calendar 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 the System for Award Management (SAM) at 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 information at least annually. Sub-recipient shall keep information current in the 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/dissem/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. 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.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 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 or NSGP 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. 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 awarded 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 awarded 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/grants/grant-programs-directorate-information-bulletins.

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. 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 equipment inventory record format at 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 statement: "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 use of 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, logos, crests, 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 (20th) calendar 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 Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency(August 11, 2000), requires federal agencies to issue guidance to recipients of federal financial assistance, assisting such organizations and entities in understanding their language access obligations. DHS published the required guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient of federal financial assistance can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at

https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited

and additional resources on 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 the interpretive guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B138942.

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 Grant ,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. SAFECOM. Sub-recipient shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications for awards under this Grant that provide emergency communication equipment and its related activities.

KK. Best Practices for Collection and Use of Personally Identifiable Information (PII).Sub-recipients who collect Personally Identifiable Information (PII) shall have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate. Sub-recipients may also find as a useful resource the DHS Privacy Impact Assessments: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf .

LL. Hotel and Motel Fire Safety Act of 1990. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), Sub-recipient shall ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

MM. False Claims Act and Program Fraud Civil Remedies. Sub-recipient shall comply with the requirements of 31 U.S.C. §3729 which sets forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. §3801-3812 which details the administrative remedies for false claims and statements made.

NN. Duplication of Benefits. State, Local and Tribal Sub-recipients shall comply with 2 C.F.R. Part §225, Appendix A, Paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

OO. Debarment and Suspension. Sub-recipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

PP. Non-Supplanting Requirement. Sub-recipient shall not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources for programs that prohibit supplanting by law. Where federal statutes for a particular program prohibit supplanting, Sub-recipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

11. 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 calendar 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/national-incident-management-system.

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/ResourceMngmnt.shtm#item3.

12. 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.

13. Audit

A. 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).

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

14. Retention and Accessibility of Records

A. 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 C.F.R. 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.

B. 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.

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

D. 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.

15. Legal Authority

A. 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.

B. 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.

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

16. 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.

17. 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.

18. 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.

19. Changes and Amendments

A. 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 this Grant. Any alteration, addition, or deletion to this Grant by Sub-recipient is not valid.

B. 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).

C. 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.

D. 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.

20. 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.

21. Venue

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

22. 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.

23. 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.

24. 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 or deny 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.

25. 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.

26. Closing of this 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 GAN to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 calendar 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 5/19/15
Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

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 Grant.

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 this Grant 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 Grant. "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 Principles 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 Grant.

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 5/19/15
Signature of Authorized Official Date

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 Grant.

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 this Grant 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 this Grant.

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 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 statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(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 Grant.

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 5/19/15
Signature of Authorized Official Date

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 subcontracts, 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-recipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
2. Have not within a three-year period preceding this Grant 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;
4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
5. Where Sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification)

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

G. Sub-recipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq. – which requires Sub-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, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Sub-recipient will 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 is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

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 Grant.

J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

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 5/19/15
Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

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 Principles 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. 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 5/19/15

Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.dps.texas.gov

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FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

September 18, 2014

The Honorable Ramon Garcia
Judge, Hidalgo County
302 West University Dr.
Edinburg, Texas 78539

Dear Judge Garcia:

I am pleased to inform you that the 2014 Homeland Security Grant Program (HSGP) award to Texas includes an Operation Stonegarden Grant (OPSG) allocation for Hidalgo County in the amount of $4,674,438. This letter is being sent to you as the grant point-of-contact (POC) for Hidalgo County.

DHS prohibits the Texas Homeland Security State Administrative Agency (THSSAA) from awarding OPSG funds until a Concept of Operations (CONOPS) plan and Tactical Operations Order with an imbedded budget has been reviewed, and DHS has issued an official approval notice for Hidalgo County.

Hidalgo County should 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 your Border Patrol Sector Representative (CBP) and the THSSAA by **October 31, 2014**. It is important that the required operational documents be submitted to CBP and THSSAA by this deadline. A timely submission will facilitate the 2014 OPSG review process and, upon approval, will allow your jurisdiction access to this funding for the support of your ongoing border security efforts.

If you have any questions regarding the FY 2014 OPSG grant program, please refer to the FY 2014 HSGP Funding Opportunity Announcement (FOA) or contact Arturo O. Mendez at 512-377-0022 (arturo.mendez@dps.texas.gov) or Pete H. Lara at 512-377-0025 (pete.lara@dps.texas.gov).

Sincerely,

Garry Jones

Garry Jones
Deputy Assistant Director
Texas Homeland Security State Administrative Agency

GJ:aom

EXHIBIT "B"

Summary of Grant Allocations by Phases

SUMMARY OF GRANT ALLOCATIONS BY PHASES
2014 OPERATION STONEGARDEN
GRANT #EMW-2014-SS-00029

Phase 1:	$3,106,844.73
Phase 2:	$1,567,593.27
Total:	**$4,674,438.00**

EXHIBIT "C"

Eligibility Certification Form

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

*** [illegible] submission** is a correction. ▼

Please provide the reference number for the form you are correcting:

*** Type of Organization**
County ▼

*** Region** See Map
21 - Lower Rio Grande Valley Development Council - LRGVDC ▼

*** County**
Hidalgo County ▼

*** Name of Jurisdiction/ Organization:**
Hidalgo County

Please follow these formatting examples for jurisdictions

Counties:
Tejas County

City / Town / Village: (Name First)
Mockingbird, City of
Travis, Village of
Harris, Town of

COG / Region:
Big Texas Council of Governments

*** Zip Code (Principle Administration Location)**
78539

*** DUNS Number:**
103110834

Every Sub-recipient must have a DUNS number and active registration in SAM prior to submitting an application for Federal funding. Sub-recipients may verify if they have a DUNS number and/or may obtain a DUNS number via http://fedgov.dnb.com/webform/index.jsp or by calling (866) 705-5711. To ensure your SAM registration will be active at the time of award, please review and update your registration if needed (www.sam.gov). Sub-recipients are required to keep their SAM registration current, accurate, and complete throughout the grant performance period (2 CFR 25). Additional information regarding this item can be found in the Instructions Document under Item V.

* Indicates Response Required

Save Partial Work Next >>

ACTIVE

sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Progress: 11% Complete

This question is about **you**, the person submitting the information at this moment, through this web page.

*** Please describe your role for the Subgrantee.**

I'm the Authorized/Elected Official or Chief Financial Officer ◉ I'm someone else

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 22% Complete

Authorized Official

As part of verification, a ***correct*** email address for the Authorized official is required. Upon successful submission, a confirmation email will be sent to the Authorized official, who ***MUST APPROVE*** this eligibility form submission.

This replaces the signature page from past eligibiliity processes.

EMCs, EMS, Fire, Police, and Sheriff personnel **ARE NOT Authorized Official**. Only **Chief elected official**, **chief executive** and/or **chief financial officers** may be listed.

*** Authorized Official Title**

Judge ▼

*** Authorized Official First Name**

Ramon

*** Authorized Official Last Name**

Garcia

*** Authorized Official Email Address**

ramon.garcia@co.hidalgo.tx.us

*** Phone Number**

956-318-2600

*** Re-Confirm Email**

ramon.garcia@co.hidalgo.tx.us

NOTE: It's important to provide valid contact information for the authorized official. If you are a designee for the Authorized Official, you must indicate this in the next screen. You can then provide contact details to ensure the SAA can communicate with you if follow-up is necessary. Authorized Officials may also elect to provide information for their designee.

* Indicates Response Required

<< Previous Save Partial Work Next >>

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 33% Complete

Submitter / Point-of-Contact Information:

Upon [illegible]ion of this fo[illegible]a confirmation copy will be forwarded to the authorized official and regio[illegible]. The SAA [illegible] contact the submitter first if there are any follow-up questions.

*** What best d[illegible]ines th[illegible]Submit[illegible]/ Point-of-Contact role?**

Police/Fire/EMS Staff[illegible]

[redacted]

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 44% Complete

I. National Incident Management System (NIMS)

*** NIMS**

Please certify to one of the NIMS statements below.

A) My jurisdiction has adopted and implemented NIMS and is compliant with all NIMS objectives (FY2005-FY2009). Reference: NIMS Implementation Chart

B) My jurisdiction has adopted and implemented NIMS, BUT is not fully compliant with all NIMS implementation objectives.

- a) Is Compliant
- b) Is Not Fully Compliant

Please review the FY 2014 Texas NIMS Implementation Reporting Tool information page for additional guidance on this requirement.

If you have not submitted a 2014 NIMS report, you must complete this step to be eligible.

If you have additional questions, please contact your PPG.

II. EMERGENCY MANAGEMENT PLANS (INTERMEDIATE LEVEL)

*** Emergency Management Plans: Please certify to one of the following statements.**

A. My jurisdiction has its own emergency management plan that *currently* meets the state preparedness standards at the Intermediate Level on file with the Texas Division of Emergency Management (TDEM).

B. My jurisdiction is a legally established member of an inter-jurisdictional emergency management program that has a plan that *currently* meets the state preparedness standards at the Intermediate Level on file with TDEM.

C. 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. *

- (●) a) Has Plan That Meets Requirements
- ( ) b) Member of Plan That Meets Requirements
- ( ) c) Not Required

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 56% Complete

II. OMB CIRCULAR A-133 SINGLE AUDIT

*** A-133 Reporting: My jurisdiction's/organization's fiscal year (FY) end for 2014 was (choose one):**

a) August 31, 2014 (Reporting Package is due 30 days after completion or May 31, 2014, whichever is sooner)

b) September 30, 2014 (Reporting Package is due 30 days after completion or June 30, 2014, whichever is sooner)

c) December 31, 2014 (Reporting Package is due 30 days after completion or September 30, 2014, whichever is sooner)

d) Other

- ○ a) August 31, 2014
- ○ b) September 30, 2014
- ◉ c) December 31, 2014
- ○ d) Other

A-133 AUDIT SATEMENT

*** A-133: Please certify to one of the A-133 Audit Statement below:**

a) I certify my jurisdiction/organization did not expend over $500,000 in Federal or State funding during FY2014 so no A-133 audit was necessary or obtained.

b) I certify my jurisdiction/organization expended over $500,000 in Federal or State funding in FY 2013 and that the required reporting package has been/will be provided 1) to the Texas Department of Public Safety (TXDPS) and 2) to the Federal Clearinghouse.

- ○ a) Did not expend over $500,000
- ◉ b) Did expend over $500,000

IV. TEXAS REGIONAL RESPONSE NETWORK (TRRN)

*** Texas TRRN: (Reference: TRRN Site)**

My jurisdiction/organization is registered with the Texas Regional Response Network (TRRN) and;

a) My jurisdiction has entered all deployable equipment with a cost of $5,000 or more purchased with Homeland Security Grant funds into the TRRN.

b) My jurisdiction does not have any deployable equipment with a cost of $5,000 or more purchased with Homeland Security Grant funds.

(•) a) Has entered all deployable equipment

( ) b) Does not have any deployable equipment

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 67% Complete

V. FFATA, DUNS, and CCR

FFATA Certification

Certification of Recipient Highly Compensated Officers – the Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (THSSAA) to report the name and total compensation of each of the five most highly compensated officers (a.k.a. position of each subrecipient organization for the most recently completed fiscal years preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below:

*** In the subrecipient's preceding completed fiscal year, did the subrecipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?**

○ Yes ◉ No

*** Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?**

◉ Yes ○ No

*** DUNS, & CCR: I certify my jurisdiction/organization has entered all required information, into the System for Award Management (SAM) and has an active registration status with no "Active Exclusion Records". Reference: SAM.gov**

◉ Yes

○ I cannot certify to this statement

VI. CRIMINAL HISTORY DISPOSITION REPORTING

(If Applicable)

*** CRIMINAL HISTORY DISPOSITION REPORTING:**

Current Report listed: 2015 HSGP Security Grant Information Page

For grant year 2015 federal funds, the criminal history reporting eligibility requirement will be applied to all SHSP sub-recipients. Only entities within a county that have met the 90% completeness rates by August 1, 2015 will be eligible for these THSSAA awards issued on or after September 1, 2015. This section DOES NOT APPLY to NSGP, OPSG, or UASI applicants.

Please select to certify to one of the criminal history disposition reporting statements:

a) My County has documented a 90% average disposition completeness rate for adult arrests and a 90% average disposition completeness rate for juvenile arrests under calendar years 2009-2013 as required by Chapter 60, Texas Code of Criminal Procedure.

b) My County does NOT currently have a documented 90% average disposition completeness rate for adult arrests and a 90% average disposition completeness rate for juvenile arrests under calendar years 2009-2013, but county intends to attain the required averages by August 1, 2015. I understand that sub-recipients within the County will not be Eligible for 2015 SHSP funds if the required averages are not achieved by the August 1, 2015 deadline.

- (●) a) 90% or above
- ( ) b) Below 90%, intends to attain by 8/1/201
- ( ) c) COG Region
- ( ) d) Tribal Nation

* Indicates Response Required

<< Previous Save Partial Work Next

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 78% Complete

PRINT FOR YOUR OWN RECORDS

Submission Reference: **3448188**

Name of Jurisdiction/ Organization: **Hidalgo County**
DUNS Number: **103110634**
Type of Organization: **County**

Region: **21 - Lower Rio Grande Valley Development Council - LRGVDC**

Authorized Official Name: **Ramon Garcia** Title: **Judge**

****

I. National Incident Management System (NIMS)
a) Is Compliant

II. Emergency Management Plans:
a) Has Plan That Meets Requirements

III. OMB Circular A-133 Single Audit Certification
b) Did expend over $500,000

IV. Texas Regional Response Network (TRRN):
a) Has entered all deployable equipment

V. DUNS, CCR & FFATA:
Yes

VI. Criminal History Disposition Reporting:
a) 90% or above

PRINT FOR YOUR OWN RECORDS

Print this page

<< Previous Save Partial Work Next >>

ACTIVE

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Progress: 89% Complete

Please submit to complete this eligibility submission form. You will receive confirmation email shortly.

An email will also be sent to the Authorized Official for review and approval of this submission. You will also receive an email that cofirms when submission has been approved.

Sample

☑ Please email the Authorized Official updates if available. The SAA will use [redacted]

☑ Please email the POC updates if available. The SAA will use [redacted]

<< Previous Save Partial Work Submit

ACTIVE

BACK TO DPS SAA Page

Texas Homeland Security

State Administrative Agency

Sample

Your submission for Hidalgo County has been sent.

Thank you!

The Authorized Official and POC (if indicated) should receive a confirmation email shortly, and a copy was automatically forwarded to your COG (if requested).

Please note that if all required documentation was not uploaded, it must be forwarded as soon as possible. The submission method indicated for this session was: **[pipe:34]**

If not uploaded please email to saa@dps.texas.gov; or fax to 512-206-3137.

Please provide this reference [redacted] in any correspondence relating to this submission. You may also submit a request for assistance if you have an issue.

Submit a new form

Richard Ozuna

From: form_engine@fs30.formsite.com on behalf of donotreply@dps.texas.gov [form_engine@fs30.formsite.com]

Sent: Tuesday, April 21, 2015 4:01 PM

To: [redacted]

Subject: 2015 Eligibility for: Hidalgo County - Received - [redacted]

Dear POC,

This email is confirmation that the Texas Homeland Security - State Administrative Agency is in receipt of **Hidalgo County** 2015 Eligibility Form.

If this form was submitted by someone other than the authorized official, a copy will be automatically forwarded to the authorized official (listed below). They will need to complete one final step to certify this submission.

Authorized Official: [redacted]

We strongly advise that you contact the authorized official to ensure they are aware of the importance of responding to this confirmation email. A link is listed in the message, and they must follow it to finish the eligibility submission process.

We are inlcuding an attached copy of the responses for your records. A copy will be automatically forwared to your region if it has been requested.

If you have any 2015 Eligibility Questions please submit a support request and we will follow up with you ASAP. Please reference form [redacted] in any correspondence to the SAA. Direct replies this email will not be received.

Regards,

THSSAA

Auto-Notification: Conf Email to POC

Reference #	[redacted]
This submission *	is a correction.
Please provide the reference number for the form you are correcting:	[redacted]
Type *	County
Region See Map *	21 - Lower Rio Grande Valley

Sample

	Development Council - LRGVDC
County *	Hidalgo County
Subgrantee *	Hidalgo County
Zip Code (Principle Administration Location) *	78539
DUNS Number: *	103110834
Please describe your role for the Subgrantee. *	I'm someone else
Authorized Official Title *	Judge
Authorized Official First Name *	[redacted]
Authorized Official Last Name *	
Authorized Official Email Address	
Phone Number *	956-318-2600
What best defines the Subgrantee / Point of Contact role? *	Police/Fire/EMS Staff
First Name *	[redacted]
Last Name *	
Title *	
Organization: *	Hidalgo County Sheriff's Office
POC Email Address *	[redacted]
Phone Number *	956-936-02[redacted]
NIMS Cert *	a) Is Compliant
EM Plans Cert *	a) Has Plan that Meets Requirements
A-133 Reporting Date *	c) December 31, [redacted]
A-133 Cert *	b) Did expend over $500,000
TRRN Cert *	a) Has entered all deployable equipment
In the subrecipient's preceding completed fiscal year, did the subrecipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and	No

Sample

subcontracts), loans, grants (and subgrants) and cooperative agreements? *	
Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986? *	Yes
DUNS-CCR-FF[illegible]A [illegible] *	Yes
Criminal Hist [illegible]t *	a) 90% or above

Sample

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 2014
PENITAS POLICE DEPARTMENT

	ORIGINAL BUDGET		**1ST**	**2ND**
Overtime	62,809.20		31,404.60	31,404.60
Fringe Benefits	4,804.90		2,402.45	2,402.45
Vehicle Maintenance				
Equipment Maintenance				
Equipment				
One (1) Fully equipped 2014 Tahoe PPV				
(Fully Equipped)	46,073.56		46,073.56	
Fuel Cost				
Mileage	-		-	-
Other				
Travel				
TOTALS	**113,687.66**		**79,880.61**	**33,807.05**
FRINGE BENEFITS BREAKDOWN:				
FICA - 7.65%	4,804.90		2,402.45	2,402.45
Retirement	-		-	-
Unemployment Comp.	-		-	-
Workers' Comp.	-		-	-
TOTAL FRINGE BENEFITS	**4,804.90**		**2,402.45**	**2,402.45**

EXHIBIT “F”

Agency Cost Reimbursement Request Form and SAA Bulletins

HIDALGO COUNTY
Operation Stonegarden FY 14
Agency Cost Reimbursement Request
TAB A - Signature Page

Applicant name:	
Project Title:	**2014 Operation Stonegarden**
Type of Reimbursement	
Date Submitted	
Reimbursement Period Start date:	
Reimbursement Period End date:	
Grant Year	**2014**

Point of Contact:

Name	
Title	
Organization	
Email	
Telephone	
Fax	

Certification Authority:

Name	
Title	
Organization	
Email	
Telephone	
Fax	

Certification AuthoritySignature

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.

YOUR CITY NAME HERE
2014 OPERATION STONEGARDEN
OPSG 2014 Reimbursement Form (Individual)

GRANT #: EMW-2014-SS-00029

EMPLOYEE'S NAME	TITLE	HOURLY RATE

EMPLOYEE'S I.D. NUMBER

DATE	DESCRIPTION OF ASSIGNMENT	HOURS WORKED

(A) TOTAL HOURS WORKED	
(B) OVERTIME RATE	
(A*B) TOTAL COMPENSATION	
FICA	
RETIREMENT	
WORKER'S COMP	
UNEMPLOYMENT	
TOTAL REIMBURSABLE COSTS	

This is true and correct and to the best of my knowledge

EMPLOYEE (Print Name)	EMPLOYEE SIGNATURE

SUPERVISOR	CHIEF ADMINISTRATOR

5/21/2015 11:14 AM

Cost Reimbursement
Request Instructions

1) The participating Police Department shall submit a Cost Reimbursement Request due on or before the 15th 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) Summit 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). 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 January 30, 2016.

TEXAS DEPARTMENT OF PUBLIC SAFETY

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www.dps.texas.gov

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SAA Information Bulletin
No. 12-003
June 29, 2012
(REVISED) August 2, 2013

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: Machelle Pharr
Deputy Assistant Director

Subject: Federal Debarment and the Excluded Parties List System

Effective Date: August 2, 2013

Purpose

In an effort to provide assurance to the Federal Government that the State of Texas and its sub-recipients comply with Federal Executive Order12549, 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 https://www.SAM.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 Subrecipents 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 (https://www.SAM.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, 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 ELPS system prior to procuring or entering into contract(s) for any goods/services.

Each jurisdiction is required to include the EPLS verification with reimbursement or advance requests submitted after August 26, 2013 as part of the supporting documentation.

Example Policy:

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

Procedures for Documentation

Each subrecipient must be able to provide evidence that the debarment status of vendors has been verified before funds have been committed for a purchase or contract to the vendor. For purposes of HSGP reimbursements and advances a screen print of the SAM.Gov page indicating the vendor is not debarred provides that evidence.

Example Procedures:

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

1. Go to the EPLS Website (https://www.SAM.Gov).
2. The County/City Purchaser or their agent will search the EPLS system for the vendor.
3. If the vendor is found to be debarred, the vendor may not be used for procurements utilizing Homeland Security Grant Funds.
4. If the vendor is found not be debarred, print the screen page and retain with the procurement documentation.
5. A copy of the screen print indicating the vendor is not debarred, at the time of the procurement, must be included with the supporting documentation submitted to the Texas Homeland Security State Administrative Agency requesting reimbursement or advance.

SAA Monitoring

During monitoring and reviews, subrecipients must be able to provide proof of a written policy requiring verification of debarment status. Records of vendors verified 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.

*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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SAA Information Bulletin
12-004
May 24, 2012
Revised
April 8, 2014

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

From: Machelle Pharr
Deputy Assistant Director

Subject: Tagging and Inventory Requirements for Homeland Security Funded Equipment

Purpose: This information bulletin replaces GDEM-SAA Information Bulletin (IB) No. 2, dated August 10, 2006. This IB takes effect as of the revised date listed above. 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 - personal property costing $5,000.00 or greater per-unit and having an estimated useful life of greater than one year.

Controlled Asset - 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	Authority
• Stereo Systems	(UGMS, SPA)
• Cameras including Still, Digital, and Video	(UGMS, SPA, THSSAA)
• Facsimile Machines	(UGMS)
• TVs, VCRs, DVRs, and DVD Players	(UGMS, SPA)
• Cellular and Portable Telephones	(UGMS, THSSAA)
• Desktop CPU – Apple and non Apple	(SPA, THSSAA)
• Portable CPU – Apple and non Apple-including Tablet Devices	(SPA, THSSAA)
• Printer – Portable and non portable	(SPA,THSSAA)
• Data Projectors	(THSSAA)
• GPS Devices	(THSSAA)
• Communications Equipment	(THSSAA)
• Hand Held and Vehicle Mounted Radios	(THSSAA)

- Hand Held Imaging Units (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). All sub-recipients must comply with the following Equipment Management guidance:

Equipment Inventory Requirements

Asset records must be maintained and a physical inventory and reconciliation of Homeland Security grant funded assets must be accomplished at a minimum of once every two years as required by grant guidance. THSSAA requires sub recipients to track and record all required grant-funded Capital Assets and Controlled Assets in an inventory system. All assets acquired by the jurisdiction including capital and controlled (regardless of age) are to remain on the jurisdiction's inventory until final disposition has occurred.

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: "Bear 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 maker 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)

Annual Inventory Control Requirement

All sub recipients that have Homeland Security assets that have not been disposed of and carried on their inventory system, are required to complete an annual inventory control certification form. The form provides for certification that the jurisdiction has completed a full physical inventory and reconciliation of Homeland Security assets within the past two years. The form must be submitted and received at the THSSAA by **June 30th** each year. You must initial all four components and complete the fifth component to be fully compliant.

Jurisdictions who fail to submit the form by the due date are deemed non-compliant and subject to suspension as outlined in 44 CFR § 13.43(a) (1)-(4) and will result in holding of reimbursements until the certification form is received.

The inventory certification form is located at:
http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm

Forms can be submitted either by fax to: 512-206-3137 or e-mail to: saamonitoring@dps.texas.gov.

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

ANNUAL INVENTORY CONTROL REQUIREMENT

Name of Jurisdiction:	Date:

INSTRUCTIONS: Please initial on the left to certify each of the following statements. All four sections must be certified to be fully compliant. Please return completed document by June 30 to THSSAA monitoring at:
Fax-512-206-3137 or email SAAmonitoring@dps.texas.gov

I. Controlled and Capital Assets Acknowledgement

Initial here to certify: _____	My jurisdiction has listed all required homeland security grant funded assets on our local inventory in accordance with THSSAA information Bulletin No. 12-004. http://www.txdps.state.tx.us/director_staff/saa/documents/saa12-004.pdf

II. Tagging of Grant Funded Assets

Initial here to certify: _____	My jurisdiction has tagged all Homeland Security grant funded assets in accordance with THSSAA Information Bulletin No. 12-004 including the name of the jurisdiction and a unique identifying number.

III. Equipment Inventory Requirements

Initial here to certify: _____	My jurisdiction maintains a physical inventory of Homeland Security grant funded assets and captures the following information for all equipment in accordance with THSSAA Information Bulletin 12-004. A. Description of the asset B. Serial number or other identification number C. Source of the asset D. Who holds the title E. Acquisition date F. Cost of the asset G. Percentage of federal participation in the cost of the asset H. Location I. Use J. Condition of the Asset K. Any ultimate disposition data including the date of disposal and sale price L. Control or Inventory Number (*Reference: A-133 Compliance supplemental, 44 CFR 13.32, UGMS*)

IV. PHYSICAL INVENTORY RECONCILIATION

Initial here to certify: _____	My jurisdiction has completed a full physical inventory and reconciliation of assets within the last 24 months in accordance with regulations. Our last physical inventory was conducted: _____

V. AUTHORIZED SIGNATURE(S)

Print Name of Jurisdiction/Organization	
Printed Name of Chief Elected Official, Chief Executive Officer, Or Chief Financial Officer	
Title (Judge, Mayor, ED, City Manager, CFO)	
Signature	
Date	

This form is located at: http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm

TEXAS DEPARTMENT OF PUBLIC SAFETY

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SAA Information Bulletin
No. 11-005
June 2, 2011
REVISED August 2, 2013

To: All Councils of Government
All Texas State Homeland Security Grant Program Points of Contact
All Urban Area Security Initiative (UASI) Points of Contact

From: Machelle Pharr
Deputy Assistant Director

Subject: Supporting Documentation for Grant Expenditure Reimbursement Request

Effective Date: August 2, 2013

This information bulletin provides guidance as to what is considered acceptable documentation in support of expenditures for which reimbursement is requested. This revision supersedes revised SAA Information Bulletin 11-005 issued July 31, 2012. This Information Bulletin encompasses necessary supporting documentation to be submitted by sub-recipients of Homeland Security grant funds seeking reimbursement from the Texas Homeland Security State Administrative Agency (THSSAA) for grant-related expenditures.

All expenditure requests must have THSSAA approval prior to purchase. Requests for reimbursement should be submitted to the THSSAA at the earliest possible opportunity. This will allow for the THSSAA to draw down funds in a timely manner. All minimum supporting documentation requirements must be met when submitting expenses to the THSSAA for reimbursement. Omitting the proper supporting documentation will result in delay and possible denial of the reimbursement request. See the attached matrix for a list of documentation requirements.

Three Way Match: Generally Accepted Accounting Principles require that expenditures be properly supported. When assembling documents for payment of goods and services, the three way match rule should be followed. The three-way match requires an invoice, a purchase order and either a packing slip or a receiving report.

Three Way Match refers to the comparison of the quantities, price per unit, terms, etc. appearing on the vendor's invoice to the information on the purchase order, and to the quantities actually received.

> Chapter II, ATTACHMENT A, Section C paragraph 1.j.of the Uniform Grant Management Standards (UGMS) states: "Be adequately documented. Documentation required may include, but is not limited to, travel records, time sheets, invoices, contracts, mileage records, billing records, telephone bills and other documentation that verifies the expenditure amount and appropriateness to the grant."

To eliminate errors, the purchase order and packing slip (if provided by shipper) should be stamped as received, with the initials of the individual verifying the quantities received. If a receiving report is used, it should reference the Purchase Order number. The invoice should be matched to the packing slip and purchase order to ensure the quantities ordered were received and invoiced at the agreed upon price. The invoice should be notated to indicate it was paid, the date paid, and with a reference to a check number, Automated Clearing House (ACH) routing number, or other means of payment used.

Purchase Orders: The THSSAA recognizes there may be limitations in the procurement processes followed by some entities. If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official or individual who signed the grant award documents stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity.

Once this certification is received at the THSSAA, the entity must have a person sign and date invoices and indicate the item(s) were received. This is in place of matching the item(s) from the packing slip to a purchase order and invoice. When the reimbursement request is submitted to the THSSAA, a comment should be made in the Notes section of SPARs that this entity does not issue purchase orders and certification is on file with the THSSAA.

If the entity later begins issuing purchase orders or purchase agreements, they should notify the THSSAA and provide a copy of the local policies and procedures.

When contracts are being used in lieu of a Purchase Order, ensure the procurement process is accomplished in accordance with the Uniform Grant Management Standards Part III Subpart C.___.36; 44 CFR Ch 1 § 13.33 and § 13.36; and, any jurisdictional procurement policies.

Sub-grantees are also referred to THSSAA Information Bulletin No. 11 dated March 3, 2009 regarding Sole Source procurement requirements.

The three way match will work for purchases of most goods and services. However, contracts that include deliverables should be supported by certification the deliverable received complied with the contract specifications.

To ensure compliance with the Executive Order 12549 "Debarment and Suspension", any request for reimbursement or hardship advance must be supported by proof the vendor or contractor is not listed on the Excluded Parties List System (EPLS) prior to making the purchase or entering into a contract. To confirm the vendor is not on the list, the sub-recipient must print a copy of the search

results from the EPLS (https://www.SAM.gov/) and retain the results. The verification must be provided to the THSSAA as part of the supporting documentation when requesting reimbursement or an advance effective with any request submitted after August 23, 2013. This requirement is applicable to all procurements or contracts for goods or services related to Homeland Security Grants. See also SAA Information Bulletin 12-003.

Grant Matching Requirements. For grants that require proof of match, supporting documentation should contain sufficient detail to ensure Grant Coordinators can be assured the expenditure meets the match requirements. Grant guidance should be followed in determining allowability. If any questions arise, they should be directed to your Grant Coordinator.

Travel: Travel should be in accordance with the local travel policies of the employee's jurisdiction. If the jurisdiction does not have a written policy, then the Federal guidelines presented on the GSA website must be followed.[1]

In addition to the above, Travel expenditures require other special considerations and documentation.
Travel expenses must be supported by sufficient information to determine:

1. the travel was approved before commencement;
2. expenses incurred are allowable;
3. expenses above the generally allowed amounts were approved prior to commencing travel; and,
4. how the travel supports the grant.

For out-of-state travel, specific written approval is required from the Chief Elected Official/Chief Executive Officer or their properly designated representative. The information required of in-state travel is also required for out-of-state travel.

International travel requires specific written approval from the THSSAA and the Department of Homeland Security Program Directorate. Travel requests for international travel should be submitted in letter format with sufficient justification to ensure the necessity is clearly understood.

In all cases, any request for travel must be approved prior to commencement of the travel. Failure to obtain this approval may result in denial of the reimbursement.

Payroll Reimbursement: Reimbursement of payroll cost for backfill or overtime must be supported by timesheets and proof of payment to the employee. Copies of the payroll journal certified by the Payroll Officer or Chief Financial Officer may be submitted as proof of payment for payroll cost.

The attached table provides minimum supporting documentation requirements acceptable for submission to THSSAA for reimbursement.

In addition, jurisdictions receiving Operation Stonegarden funds are referred to SAA Information Bulletin 12-005 for additional information and guidance.

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[1] Go to the following link for general rules for Per Diem expenses:
http://www.gsa.gov/portal/ext/public/site/FTR/file/Chapter301p011.html/category/21868/#wp1089939

If you have any questions regarding this guidance, please contact the THSSAA Grant Technician for your region.

Category	Acceptable Supporting Documentation and Other Key Documentation Reminders
General	• Submissions for reimbursement should be limited to ten (10) line items or less per reimbursement request submission. • Do not mix projects on a submission. • Do not combine and resubmit denied submissions. • Do not submit multiple reimbursement requests for the same invoice, unless they are for -different projects. • Omitting the proper supporting documentation will result in denial of the reimbursement request. • **If the Sub-grantee enters into an agreement with others using Federal Grant Funds, the Sub-grantee must ensure the other parties understand they are bound by the same documentation rules as the Sub-grantee.** • For all goods and services a receiving report or signature of the individual receiving the goods or services and date received must be reflected on the Purchase Order or invoice. For Procurement Card purchases Purchase Orders are not required to be submitted if Purchase Orders are not required by local rule for that type of purchase. • If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official or individual who signed the grant award documents stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity. Not using purchase orders or purchase agreements does not relieve the entity from ensuring vendors used are not on the Excluded Parties List (EPLS). • **Evidence of verification the vendor used was not on the debarred list must be obtained by printing the Excluded Parties List (EPLS) search results from https://www.SAM.gov prior to making the purchase or issuing a contract. The results must be submitted as part of the supporting documentation when requesting reimbursement or an advance for goods or services. This requirement applies to all reimbursement or advance request submitted to the Texas Homeland Security State Administrative Agency (THSSAA).** • Please submit your signed submission cover sheet and the supporting documentation by either scanning all documents into SPARS or by emailing the coversheet and supporting documentation to SAA_RR@txdps.state.tx.us or fax to 512. 206-3137. (Please note there is an underscore between SAA and RR.) If you only submit the Signed Submission Coversheet by email or fax, indicate on the coversheet that the supporting documentation was uploaded in SPARS • If you do not have scanning capabilities, you may fax your Signed Submission Cover sheet with the supporting documentation to (512) 206-3137 to the attention of your Grant Technician. • * Options other than the cancelled check: You may submit a copy of the non-negotiable bank instrument in lieu of a cancelled check, but it must be accompanied by the detailed general ledger or equivalent report showing payment to the vendor.
Salary	• Copy of the payroll journal for the period reimbursement is being requested, listing the individual's name, and rate of pay. The page should also be certified by the Payroll Officer. (Redact SSN) • For overtime, copies of timesheets and work schedules must be provided. • For new hires, a copy of the job description must be submitted with the first request for reimbursement that includes the new hire.
Travel	• As prescribed by UGMS and 44, CFR local travel rules apply if established. If not, the Federal guidelines shown on the GSA website apply. • Written travel authorization documenting approval by the local entity prior to commencement of the travel • Travel voucher with all supporting documents required by local travel rules (i.e., airline ticket, gasoline receipts, meal receipts, transportation receipts, lodging receipts, tips, and the written approval.) • Accounting ledger/budget report listing indicating payment. • Effective for travel commenced after July 20, 2012, lodging cost in excess of Federal Per-diem rates will not be reimbursed unless the local authority has approved the higher rate prior to commencement of travel. • All out-of-state travel must be pre-approved by the local elected official, or the elected officials' designee, prior to commencement. Foreign travel must be approved by SAA and DHS prior to commencement.
Supplies	• Three way match (invoice, purchase order, receiving report).The invoice should be stamped paid and reference to, either a check number, ach routing number, or the means of payment used, and date. • Copy of the cancelled check.* • If the three way match information is not available the following should be provided: - Accounting ledger/budget report/cancelled check - Invoice marked paid and signed by the receiving individual and that all items were received. - A copy of the credit card statement reflecting the purchase and the cancelled check paying the balance. * • If an order is made via the internet and payment is made by credit card, provide a copy of the internet receipt and the confirmation email.
Equipment	Must be preapproved by SAA prior to purchase.

	• The purchase order or contract used for procurement of equipment must provide a full description of the equipment item(s) • Any Interoperable equipment such as radio/repeaters/based stations/consolettes/towers must include the approval of the State Wide Interoperable Communications Officer (SWIC) • Ensure compliance with the Federal Environmental Planning and Historical Preservation (EHP) program before procurement. • The EPH forms can be downloaded from the FEMA website at: http://www.fema.gov.government/grant/bulletins/index/shtm
Contract Services	• The first reimbursement request must contain a copy of the signed contract and the verification of debarment. ♦ If subsequent contract amendments change the scope and/or the amount, the revised signed contract must be submitted for the first reimbursement request subsequent to the amended contract. • Copy of the cancelled check and the vendor invoice reflecting the contract number.* • If deliverables are required by the contract, the reimbursement request must identify the deliverable and the vendor invoice must specifically reflect the deliverable being invoiced. • Accounting ledger/budget report listing/cancelled check • All payments for contractual services must reflect a date within the grant performance period. If the invoice reflects services outside the performance period, reimbursement will be denied.
Conferences/ Workshops/ Training	• Copy of the registration form and training certificate Name of the conference or workkshop • Inclusive dates of the training/conference workshop • Location of the event • Name(s) of the attendee(s) • For payments made by credit card, a credit card statement reflecting the charge and a copy of the cancelled check or EFT reflecting the payment of the credit card statement.* • Backfill charges must have: -the name of the individual used as a backfill -a breakdown of the amount and how it was derived -documentation supporting this information • If training reservation is made via the internet and payment is made by credit card, provide a copy of the internet receipt and the confirmation email. The purchase order should also be provided.
Exercises	• Name, type of exercise and location • Certificate from exercise, if offered. If a certificate is not offered, a copy of the order to participate in the exercise • Accounting ledger/budget report with attendee's name

Operating Expenses	• Postage, printing, communications, rental software, etc. Use the Cost Reimbursement Form (CRF) and supporting documentation identifying each charge for which reimbursement is being requested. For salaries, copies of the timesheets and proof of payment must be submitted. All other costs must be supported with the same documentation identified in the supplies and equipment areas above. Direct charges for phones, office supplies, equipment, etc., that are easily identified and relating to the operation of the COG must be supported by invoices, proof of receipt, and proof of payment. Indirect cost, where the costs are allocated based on approved indirect cost plan should be supported by a copy of the General Ledger.
	• If requesting reimbursement for indirect cost, provide a copy of the approved Indirect Cost Plan. Only one copy of the plan is needed unless the basis of the costs changes. Afterwards, provide a copy of each year's approval letter with the rates.
For jurisdictions receiving Operation Stonegarden Funds, please refer also to THSSAA Information Bulletin 12-005	

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SAA Information Bulletin
No. 12-007
July 31, 2012

To: All Sub-recipients of Operation Stonegarden Grant Program Funds
From: Machelle Pharr, Deputy Assistant Director

Subject: Operation Stonegarden Grant Program

This information bulletin provides additional guidance in support of expenditures for which reimbursement is being requested under the Operation Stonegarden Grant Program. The content of this bulletin is effective July 31, 2012. This Information Bulletin supersedes TDEM-SAA Information Bulletin #15 issued January 11, 2010.

The Texas Homeland Security State Administrative Agency (THSSAA) is responsible for ensuring all expenditures, for which reimbursement is being requested, are reasonable, allowable and allocable. The THSSAA is guided by Office of Management and Budget (OMB) Circular A-87 in making this determination.

Chapter II, ATTACHMENT A, Section C paragraph 1.j of the Texas Uniform Grant Management Standards (UGMS) requires expenditures to be adequately documented. The reference states: "Documentation required may include, but is not limited to, travel records, time sheets, invoices, contracts, mileage records, billing records, telephone bills and other documentation that verifies the expenditure amount and appropriateness to the grant."

Operation Stonegarden Grant recipients are prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved by the appropriate U.S. Customs and Border Patrol (USCBP) Sector Representative, U.S. Customs and Border Patrol (CBP) Sector Headquarters (HQ), and the Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Grant Development and Administration Division (GD&A) Program Analyst.

In addition, Operation Stonegarden Grant Recipients must have submitted the expenditure request into SPARs and obtained THSSAA approval prior to purchase or incurring an expense.

Sub-grantees are reminded that Operation Orders do not carry forward to a new grant. Each Operations Order is specific to the award and award year of the grant.

The U. S. Department of Homeland Security states that Operation Stonegarden funds may be used:

- to activate reserve State, local and Tribal law enforcement personnel
- to pay current part time law enforcement personnel salary bringing them to full time status
- for travel, per-diem and lodging to support up to a six (6) month deployment of law enforcement personnel to critical Southwest Border locations to support operational activities
- for fuel and/or fuel mileage reimbursement cap for operational activities
- for backfill costs for personnel supporting operational activities are allowable
- to support a request to the Governor to activate, deploy or redeploy specialized National GuardUnits/Packages and/or elements of State law enforcement to increase or augment Specialized/technical law enforcement elements operational activities
- to increase operational, material and technological readiness of State, local and Tribal law enforcement agencies.

However, prior to expending any OPSG funds, these categories must be included on an operations order that has been reviewed and approved by the appropriate USCBP Sector Representative, CBP Sector Headquarters (HQ), and the FEMA/GPD&A Program Analyst.

Sub-recipients are reminded that under FEMA grant guidance, no more than 50% of the amount of the award may be used for personnel costs (which includes, but is not limited to: overtime, backfill, and increasing capability by utilizing part-time and/or reserve law enforcement to support OPSG operational activities). This requirement may be waived at the discretion of the FEMA Administrator on a case by case basis, after receipt of a written request. The format for a waiver request can be found in Grant Programs Directorate Information Bulletin No. 321, dated July 09, 2009.

Payroll cost related to Operation Stonegarden funding is limited to operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for increased border security enhancement; cost of bringing part-time employees up to full time; or, cost associated with backfill for personnel supporting operational activities. Overtime hours are determined based on the local jurisdictions written overtime policy. That policy must be applied consistently across all funding sources whether they are Federal, State or local. If the jurisdiction indicates they are using the Fair Labor Standards Act (FLSA) or Department of Labor rules for their overtime policy, those rules will be applied to the overtime hours reported in the reimbursement request. For overtime calculated under the FLSA, paid leave is not allowable in the calculation of overtime, including comp time. For sub-recipients that have an Interlocal Cooperative Agreement, a Memorandum of Understanding or any other form of contract with other jurisdictions, the overtime policies of the sub-recipient receiving the award from the THSSAA is the controlling factor in determining calculation of overtime. The jurisdictions entering into the interposal agreement will be reimbursed based on the awarded sub-recipients overtime policy.

Request for reimbursement of payroll cost must be supported by timesheets, and proof of payment to the employee. **Request for reimbursement of overtime, backfill or cost of bringing part-time employees up to full time, shall only be for positions specifically identified in the operations order.** Copies of the payroll journal certified by the Payroll Officer or Chief Financial Officer must be included for each payroll reimbursement request submitted. Payroll reimbursements should be submitted monthly based on the ending date of the payroll period. For consistency, we have provided a form for use in submitting payroll reimbursement requests. Use of this form and

submission of the proper supporting documentation will facilitate timely reimbursement. Submission of multiple months on the same request will result in the denial of the request. The request will be returned and a separate reimbursement request must be submitted for each month included on the original request.

Unless otherwise authorized by FEMA/DHS, jurisdictions may not claim both mileage and fuel/vehicle maintenance at the same time. Mileage reimbursement is designed to include the costs for vehicle maintenance. If fuel is claimed, then vehicle maintenance may also be claimed. However, you cannot claim fuel and maintenance in addition to mileage. Note that on any operations order, (1) mileage must be listed as a budget item by itself, but not fuel and vehicle maintenance OR (2) fuel and vehicle maintenance can be listed as budget items, but not mileage. The AEL codes for these categories, when submitting expenditure requests are as follows:

(21OS-01-MILE) Mileage reimbursement for select operational expenses
(21OS-01-FLSG) Fuel reimbursement for select operational expenses
(21OS-01-MRSG) Reimbursement for select operational expenses associated with maintenance of Stonegarden operational vehicles

Mileage reimbursements should be submitted monthly on the appropriate form. For consistency, we have attached a form to be used for mileage claims.

Local governments receiving a grant from the THSSAA are responsible for ensuring all subcontractors are aware of and follow all grant requirements.

For reimbursement of equipment, the equipment must be included in the budget narrative submitted to Customs and Border Patrol and Department of Homeland Security included on the approved Operations Order.

The THSSAA recognizes there may be limitations in the procurement processes used by some entities. If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official, or individual who signed the grant award documents, stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity.

Documentation submitted in support of the reimbursement request must be in accordance with THSSAA Information Bulletin 11-005 (Revised July 2012).

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SAA Information Bulletin
No. 15-001
November 5, 2014

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

From: Garry Jones
Deputy Assistant Director

Subject: Allowability and Clarification of Weapons and Weapons Accessories

Effective Date: November 5, 2014

Purpose: This information bulletin provides clarification as to what is considered allowable and unallowable in regards to weapons and weapons accessories for sub-recipients of Homeland Security Grant Program (HSGP) funds seeking reimbursement from the Texas Homeland Security State Administrative Agency (THSSAA).

Scope: This information bulletin applies to all entities submitting expenditures that are partially or entirely funded with Homeland Security Grant Program funds.

Guidance: "Per FEMA policy, the purchase of weapons and weapons accessories is not allowed with HSGP funds" *(e.g. see the 2014 Homeland Security Grant Program Funding Opportunity Announcement – Unallowable Costs (page 57)*. However, accessories that are commonly associated with them may be allowable. The following general guidelines are used to determine allowability:

1. Is the item designed to be a lethal or less lethal weapon?
2. Is the item designed to be attached to a lethal or less lethal weapon?
3. Is the item's primary use to enhance the lethality of a weapon?
4. How will the item be used?

Determination Examples:

1. The City of X would like to purchase night vision and subject designator devices for their SWAT Team. They request the following equipment:

    A. Weapon Mounted Night Vision Device
    B. Omega Night Vision Binoculars
    C. Weapon Mounted LED Mini Integrated Pointing Illumination Module

    Items A and C would be unallowable because they are designed to attach to a weapon and enhance the lethality. However, item B would be allowable because it does not attach to a weapon nor enhance the lethality of the weapon.

2. The City of Z would like to outfit their SWAT Team with new body armor and accessories. The pouches are planned to be purchased separately in order to customize the vests for their specific needs. They request the following:

    A. Armored Vest and Plate Carrier
    B. Level IV Hard Armor Plate
    C. Large Utility Pouch
    D. Medical Pouch MOLLE
    E. Radio Pouch
    F. Double Mag Pouch
    G. 2 Point Padded Sling

    Items F and G are unallowable. Item F because it holds the ammunition and therefore enhances the lethality of the weapon and item G is unallowable because it is designed to attach to a weapon and item. The other items are allowable.

Additional Allowability Examples and Restrictions:

1. If you are planning on using a device that can attach to a weapon in a detached mode only, it is still unallowable. An example would be if you are purchasing a spotting scope that attaches to a rifle but you are attaching it to a gun stock that has no trigger mechanism, it is still unallowable.
2. If you purchase a device (e.g. night vision) that can be attached to any rifle accessory (e.g. rifle scope) it would also be unallowable.
3. Some weapons related trainings are not allowable:
    a. Weapon specific training (e.g. sharp shooter/sniper training)
    b. Training where live rounds are being used will be reviewed on a case by case basis by the SAA for allowability. *(also see #7 below)*
    c. Training that is not FEMA approved.
    d. Basic law enforcement training (e.g. law enforcement academy training or other routine training for law enforcement officers)
4. Most weapons and weapon accessories are restricted and may only be purchased for a NIMS typed team. Refer to the Responders Knowledge Base (RKB) under the Allowable Equipment List (AEL) Codes for more information.
5. Some equipment may require additional prior approval by FEMA on a case by case basis (e.g. simunitions, specialized training devices, training, etc.).
6. **All expenditure requests must have THSSAA approval *prior to purchase*.**
7. ***No ammunition* will be purchased with HSGP funding for any reason.**

General Allowability Chart:
This chart is just a reference and not all inclusive. If there is an item not listed and/or you have questions about an Item, please call your Grant Coordinator for assistance.

Item Name	Allowable	Unallowable	Reason(s) 1. Weapons mountable 2. Enhances the lethality 3. Weapon/Less lethal Weapon
Armor Plate	X		
Armored Vest	X		
Batons		X	3
Binoculars	X		
Bi-pods and Tri-pods (Non Weapon Mounted)	X		
Bi-pods and Tri-pods (Weapon/Rail Mounted)		X	1
Energetic Materials (explosive materials)	The SAA will review on a case by case basic and will follow FEMA's Policy #FP 104-008-207-1 on Energetic Materials for bomb squad training only. (Policy Link)		

Item Name	Allowable	Unallowable	Reason(s) 1. Weapons mountable 2. Enhances the lethality 3. Weapon/Less lethal Weapon
Flashbangs/Grenades		X	3
Gun Racks		X	1,2
Guns		X	3
Holsters (Gun or Taser)		X	1,2
Laser Pointing Device (Non Weapon Mounted)	X		
Laser Pointing Device (Weapon/Rail Mounted)		X	1,2
Laser Range Finders (Non Weapon Mounted)	X		
Laser Range Finders (Weapon/Rail Mounted)		X	1,2
Long Range Acoustic Device (LRAD)	LRAD's will be reviewed on a case by case basis by the SAA. ***NOTE:*** *The SAA may require the sub-grantee to submit a certification indicating the device will not be used as a less lethal weapon.*		
Night Vision Binoculars	X		
Night Vision Device (Non Weapon Mounted)	X		
Night Vision Device (Weapon/Rail Mounted)		X	1,2
Night Vision Scopes (Non Weapon Mounted)	X		
Night Vision Scopes (Weapon/Rail Mounted)		X	1,2
Pintle Mounts		X	1,2
Plate Carrier	X		
Pointing Illumination Module - Flashlight (Non Weapon Mounted)	X		
Pointing Illumination Module - Flashlight (Weapon/Rail Mounted)		X	1,2
Pointing Laser Module (Non Weapon Mounted)	X		
Pointing Laser Module (Weapon/Rail Mounted)		X	1,2
Pouch - Radio	X		
Pouches - Flashlight	X		
Pouches - Mag		X	2
Pouches - Medical	X		
Pouches - Utility	X		
Slings (Non Weapon Mounted)	X		
Slings (Weapon Mounted)		X	1,2
Spotting Scopes (Non Weapon Mountable)	X		
Spotting Scopes (Weapon/Rail Mounted)		X	1,2
Tasers		X	3
Thermal Scopes (Non Weapon Mountable)	X		
Thermal Scopes (Weapon/Rail Mountable)		X	1,2
Thermal Vision Device (Non Weapon Mounted)	X		
Thermal Vision Device (Weapon/Rail Mounted)		X	1,2
Training - FBI Bomb squad (FEMA approved)	X		
Training - SWAT Sniper		X	2
Other Less lethal Weapons		X	1,2

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THSSAA Information Bulletin
No. 15-002,
April 2, 2015

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: Garry Jones
Deputy Assistant Director
Texas Homeland Security State Administrative Agency (THSSAA)

Subject: Use, Disposition, Pass-through and Loan of HSGP Funded Equipment

Attachment: (1) SF-428, SF-428c, and SF-428s Forms
(2) Equipment Pass-Through Form
(3) Equipment Loan Form

Purpose:

This Information Bulletin clarifies the use of and process to dispose of, pass-through or loan grant purchased equipment and replaces THSSAA Information Bulletin #3 issued August 31, 2006 and THSSAA Information Bulletin #11-001 issued March 2, 2011. This will apply to all Homeland Security grant-funded equipment that is either noted as a capital asset or a controlled asset per THSSAA Information Bulletin# 12-004.

In some cases sub-recipients are required to request disposition instructions for equipment acquired with grant funds (acquired equipment) when original or replacement equipment is no longer needed for the original program or for other activities currently or previously supported by a Federal agency. Sub-recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the Federal government.

Sub-recipients may pass-through equipment procured with grant funds to a project participant to carry out grant-funded activities.

Sub-recipients may temporarily loan equipment procured with grant funds to a governmental or non-governmental entity to carry out or support grant-related activities.

Definitions:

Acquired Equipment – Equipment purchased with grant funds.

Fair Market Value – An estimate of the market value of a property, based on what a knowledgeable, willing, and unpressured buyer would probably pay to a knowledgeable, willing, and unpressured seller in the market. An estimate of fair market value may be founded either on precedent or extrapolation.

Passed-through Equipment – Equipment procured by a sub-recipient on behalf of a project participant or equipment purchased by a project participant and reimbursed by a sub-recipient to carry out a grant-funded project.

Project Participant – an entity participating in a grant-funded program that purchases or is reimbursed for equipment or other services as a direct result of their relationship with a sub-recipient in an effort to carry out grant-funded activities.

Receiving Entity – The recipient of passed-through or loaned assets.

Sub-recipient – an entity that receives a sub-award from the Texas Homeland Security State Administrative Agency to carry out all or part of a grant-funded program.

Written Appraisal – A report or document stating, based on an educated and professional opinion, the Fair Market Value of an asset.

Equipment Use

Per 44CFR § 13.32 (c), grant-funded equipment shall be used by the sub-recipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal funds.

When no longer needed for the original program, the equipment may be used in other activities currently or previously supported under a federal grant or sub-grant.

Passed-through Equipment

Acquired equipment may be passed-through from a sub-recipient to a project participant to carry out grant-funded activities under the following conditions:

- A memorandum of understanding (MOU) exists between the sub-recipient and the project participant (see section below for MOU requirements).
- The project participant must meet the same THSSAA eligibility criteria as the sub-recipient (see http://www.txdps.state.tx.us/director_staff/saa/documents/genHSGPEligInstr.pdf for general eligibility requirements). It is the responsibility of the sub-recipient to verify the eligibility of the project participant. The sub-recipient may be required to refund the cost of any equipment purchased with grant funds if it is determined that the project participant did not meet all eligibility requirements.
- The sub-recipient is responsible for notating on their inventory log, at a minimum, the following information for each passed-through equipment item:
    - A description of the asset

- A serial number or other identification number (Should match serial number or ID number recorded on project participant's inventory log.)
- The location of the equipment
  - The location may be referenced as the project participant's jurisdiction
  - A notation and the date that the equipment item was passed-through to a project participant

  Example Location Entry: Pass Through to Sample County on 1/15/15

- The sub-recipient must maintain, at a minimum, the above referenced information on their inventory list until notification is received from the project participant that the equipment has been properly disposed of.
- The project participant becomes responsible for any aspects of the asset including inventory control, disposition, and complying with all grant requirements as noted in the MOU.

The corresponding THSSAA Passed-through Equipment Form must be completed under all conditions for all controlled or capital assets as defined by THSSAA IB 12-004. A copy of the THSSAA form must be retained by both parties.

Loaned Equipment

Acquired equipment may be temporarily loaned to a governmental or non-governmental entity to carry out or support grant-related activities under the following conditions:

- A memorandum of understanding (MOU) exists between the sub-recipient and the receiving entity (see section below for MOU requirements).
- The receiving entity of loaned equipment must meet the same THSSAA eligibility criteria as the sub-recipient see http://www.txdps.state.tx.us/director_staff/saa/documents/genHSGPEligInstr.pdf for general eligibility requirements). It is the responsibility of the sub-recipient to verify the eligibility of the receiving entity.
- Equipment is loaned for a temporary time period for the purpose of a recent or immediate upcoming event. There is no intention by the sub-recipient to have the receiving entity keep the equipment.
- The sub-recipient retains responsibility for all aspects of the asset, including inventory control, disposition and complying with all grant requirements.

Some governmental entities in the State of Texas find it necessary in the furtherance of their Emergency Operations Plan to loan equipment to non-governmental responding entities. Some examples would be: school districts, not for profit organizations, volunteer fire departments, etc. In consultation with the Department of Homeland Security, following are additional eligibility requirements for loans to non-governmental entities:

- The non-governmental entity must be an emergency response or public safety agency.
- The sub-recipient in receipt of Homeland Security grant funded equipment must determine the non-governmental entity is included in the Emergency Operations Plan of a governmental jurisdiction. This plan must meet and be maintained at no less than the intermediate preparedness level required for HSGP grant eligibility and be on file with the Texas Division of Emergency Management (TDEM).

- The non-governmental entity must comply with HSPD-5, Management of Domestic Incidents, the adoption of the National Incident Management System (NIMS), a requirement to receive Federal preparedness assistance through grants, contracts, and other activities.
- It is allowable for a NIMS compliant organization to purchase equipment which is then used by others via a Memorandum of Understanding. Such an arrangement would be appropriate when a governmental entity wants to ensure that its organizations, included in their Emergency Operations Plan, with fewer resources can still effectively respond. The receiving entity(ies) should have a plan indicating whether and/or how they address the NIMS recommendations for Non-governmental entities.

The corresponding THSSAA Equipment Loan Form must be completed under all conditions for all controlled or capital assets as defined by THSSAA IB 12-004. A copy of the THSSAA form must be retained by both parties.

Emergency Loan Conditions:

In the event of a time sensitive situation where time spent verifying eligibility may endanger life or property, equipment may be loaned for mutual aid immediately but for a period of **not more than 60 days** without the need to verify eligibility. The sub-recipient will complete the (Equipment Loan Form) and retain it in their files.

Example: A storm hits a small community and has knocked out power. Generators are needed to help power a local hospital. Time is of the essence and a jurisdiction would not need to verify eligibility before moving the equipment. The generator will only be needed for a few weeks until power is restored.

Memorandum of Understanding (MOU) for Passed-Through or Loaned Equipment:

A sub-recipient who passes-through or loans procured equipment to another eligible jurisdiction or non-governmental entity must develop and complete an MOU for all controlled and capital assets as defined in SAA IB# 12-004.

The MOU must include:

1. The basis of the agreement.
2. Signature and date of both parties.
3. Details of the equipment to include: Description, Control number, SER/VIN number, Model number, Acquisition date and Unit cost.
4. Responsible party for the care, custody, control, maintenance, disposition and use of the equipment including but not limited to:
    a. Inventory control of any equipment loaned to a non-governmental entity in accordance with THSSAA Policy and the Uniform Grant Management Standards.
    b. Maintaining any issued equipment in good working order.
    c. Ensuring the equipment is used only as allowable under the grant and in the furtherance of the Emergency Operations Plan.
    d. Ensuring the sub-recipient is notified when passed-through equipment is disposed of by a project participant.

The MOU must be retained by both the receiving entity and the sub-recipient.

Equipment Disposition – Approval Required

Approval to dispose of equipment with a current per unit fair market value (FMV) of $5,000 or more is required in the following circumstances:

- The original sub-grant from which the equipment was purchased is still open (active).
- Original or replacement equipment acquired under a sub-grant is lost, destroyed, or stolen and insurance proceeds to purchase or offset the cost of a replacement are available.
- Original or replacement equipment acquired under a closed grant or sub-grant is no longer needed for the original program or for other activities currently or previously supported by either the Federal awarding agency under which the equipment was originally procured or any another Federal agency.
- When original or replacement equipment is sold the awarding agency shall have a right to an amount calculated by multiplying the current FMV or proceeds from sale by the awarding agency's share of the equipment:

  (FMV) X THSSAA's percentage (%) share of the original equipment acquisition cost.

  Example 1: Equipment Purchased Using 100% Grant Funds
  Current fair market value (appraisal) = $6,300.
  Formula: $6,300 X 100% = $6,300
  THSSAA would be entitled to the full $6,300.

  Example 2: Equipment Partially Purchased with Grant Funds
  Current fair market value (appraisal) = $6,300
  Percent that grant funds contributed to original purchase: 75%
  Formula: $6,300 X 75% = $4,725
  THSSAA would be entitled to $4,725

Equipment Disposition - No Approval Required

A disposition request is NOT required if the grant-funded equipment meets any of the following conditions:

- The current per unit fair market value of the equipment is less than $5,000.
- It is being used by the program for which it was originally acquired, regardless of whether or not the program is still receiving federal grant funds.
- The original sub-grant under which the equipment was purchased is closed and it is being used by another program within the jurisdiction/agency, region, or state that has received federal grant funds.

When no longer needed for the original program, the equipment may be used in other activities currently or previously supported under a federal grant or sub-grant. Note: Disposing of equipment by transferring to other federally funded programs implies the equipment is no longer necessary within the original grant program. As a result, THSSAA may not consider funding requests for similar equipment purchases from a sub-recipient who has transferred equipment in this manner for a period of time similar to the typical useful life of the transferred equipment.

- First preference for other use shall be given to programs currently or previously supported by grants from the federal awarding agency that sponsored the grant under which the equipment was procured.

For example, if the equipment was procured under the federal Homeland Security Grant Program from the Department of Homeland Security, Federal Emergency Management Agency (FEMA), then first preference must be given to other programs funded by FEMA in the order referenced below:

- Sub-recipients should first **review needs within their jurisdiction/agency** to determine if any programs supported by FEMA could use the equipment.
- If no programs within the jurisdiction/agency need the equipment then sub-recipients should **consult with the COG/UASI to review needs** within the region.
- If no programs within the COG/UASI region need the equipment then sub-recipients should **consult with THSSAA** to determine if the equipment could be used within any TXDPS programs funded by FEMA or within a program located within another region of the state.

- Next preference for other use shall be given to programs currently or previously supported by any other federal awarding agency. This includes any program that has received federal funds through a grant or sub-grant from any federal agency. Consideration must be given to other programs that are receiving or have received federal funds in the same order referenced above.

The sub-recipient must document the disposition date on their equipment inventory log and maintain documentation supporting decisions allowing for equipment use based on the preferences listed above.

Equipment Disposition Request Procedure:

A Tangible Personal Property Report (SF-428), Disposition Request (SF- 428c), and Supplemental Sheet (SF-428s) are required to request disposition instructions or report disposition for equipment with a current per unit FMV of $5,000 or more. A written appraisal of FMV must be included with the forms.

- The sub-recipient or receiving entity of passed-through equipment must submit the forms and written appraisal to the THSSAA Monitoring Section at SAAMonitoring@dps.texas.gov.
- If applicable as noted in the grid below, THSSAA will forward the documents to FEMA for approval, denial or special instructions.
- If THSSAA or FEMA does not provide disposition instructions within 120 days, the sub-recipient or receiving entity of passed-through equipment may continue to use the equipment or dispose in accordance with the applicable property standards.
- THSSAA will notify the sub-recipient or receiving entity of passed-through equipment of THSSAA's or FEMA's decision.

Disposition Approval Matrix for Equipment Valued Over $5,000

Equipment Disposition Type	Active Grant	Closed Grant
Retain for Original Purpose	No Approval Required	No Approval Required
Use in Other Federally Funded Activity/Program	THSSAA Approval Only	No Approval Required
Use Insurance Proceeds to Replace Lost, Destroyed, or Stolen Equipment	THSSAA Approval Only	THSSAA Approval Only
Trade in or Sell to Offset Cost of Replacement Equipment	THSSAA Approval Only	THSSAA Approval Only
Sell Equipment w/ Federal Share of Proceeds Refunded	THSSAA/FEMA Approval	THSSAA/FEMA Approval
Use in Non-Federally Funded Activity/Program	THSSAA/FEMA Approval	THSSAA/FEMA Approval

For any questions not addressed here or about the SF-428 forms, contact THSSAA monitoring unit.

Texas Department of Public Safety
Texas Homeland Security State Administrative Agency
Homeland Security Grant Program
Passed-Through Property Record

Sub-recipient:

_____
Name of Organization

_____
Street/Mailing Address, City, County, Zip

_____
Printed Name and Title

_____ _____
Signature Date

Project Participant:

_____
Name of Organization

_____
Street/Mailing Address, City, County, Zip

_____
Printed Name and Title

_____ _____
Signature Date

This is to certify that the property described below was acquired through the expenditure of grant funds awarded to the above named Homeland Security Grant Program Sub-recipient. The Project Participant receiving the property certifies that they have knowledge of the laws, rules and regulations of Texas Homeland Security grants. The Project Participant further certifies that they agree to be bound by all the contract covenants and exhibits to the Sub-recipient's Agreement and any modifications or amendments to that agreement as if they were written here. The Sub-recipient and Project Participant further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Sub-recipient further certifies that the Project Participant has complied with all Texas Homeland Security State Administrative Agency eligibility requirements.

Property being passed-through

Item description: _____
Item Control Number: _____
Serial Number/VIN: _____
Model Number: _____
Acquisition Date: _____
Unit Cost: _____

This form is provided for the benefit of grant administration. TXDPS/THSSAA cannot advise Sub-recipients about the legality of any specific property that is passed-through. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.

THSSAA EQUIPMENT LOAN RECORD

ITEM CONTROL/SERIAL NUMBER	ITEM DESCRIPTION	ORIGINAL SUBRECIPIENT	ORIGINAL SUBRECIPIENT PERSONNEL NAME/SIGNATURE	DATE LOANED	RECEIVING ENTITY	RECEIVING PERSONNEL NAME/SIGNATURE

The subrecipient maintains responsibility for inspection and financial liability for loss or damage to grant funded assets. Subrecipients must exercise reasonable care to safeguard assets from negligence and abuse, while providing proper maintenance as required. It is the subrecipient's responsibility to complete the paperwork for the loan. Receiving entities acknowledge compliance with Texas Homeland Security State Administrative Agency grant and eligibility requirements as noted in the Sub-Recipient Agreement. It is the subrecipient's responsibility to ensure the receiving entity has met those eligibility requirements before loan of equipment. All equipment must be returned to the subrecipient for disposition.

EMERGENCY LOANS

In the event of a time sensitive situation where time spent verifying eligibility may endanger life or property, equipment may be loaned for mutual aid immediately but for a period of not more than 60 days without the need to verify eligibility. **Please provide a brief description of the nature of the event and why eligibility could not be verified:**

TANGIBLE PERSONAL PROPERTY REPORT
SF- 428

		Page	of Pages
1.Federal Agency and Organization Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned by Federal Agency	3a. DUNS	3b. EIN
4. Recipient Organization (Name and complete address including zip code)		5. Recipient Account or Identifying Number	
6. Attachment (Check applicable) ___ Annual Report (SF-428-A) ___ Final (Award Closeout) Report (SF-428-B) ___ Disposition Report/Request (SF-428-C)		7. Supplemental Sheet ___ Yes ___ No	
8. Comments			
9a. Typed or Printed Name and Title of Authorized Certifying Official		9c. Telephone *(area code, number, extension)*	
		9d. Email address	
9b. Signature of authorized Certifying Official		9e. Date report submitted *(Month, Day, Year)*	
		10. Agency use only	

Instructions for Tangible Personal Property Report: SF-428

The estimated annual public reporting burden for the collection of information on this form and its attachments is estimated to average 2.75 hours per respondent, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

This is a standard form to be used by awarding agencies to collect information related to tangible personal property (equipment and supplies) when required by a Federal financial assistance award. The form consists of the cover sheet (SF-428) and three attachments to be used as required: Annual Report, SF428-A; Final (Award Closeout) Report, SF-428-B; and a Disposition Request/Report, SF-428-C. A Supplemental Sheet, SF-428S, may be used to provide detailed individual item information.

A. General Instructions:

Tangible personal property means property of any kind, except real property, that has physical existence. It includes equipment and supplies. It does not include copyrights, patents or securities. For convenience, throughout this form and its attachments, the term property will be synonymous with tangible personal property. The terms equipment and supplies will be used when referring to specific requirements.

Property may be provided by the awarding agency or acquired by the recipient with award funds. Federally-owned property consists of items that were furnished by the Federal government.

Recipients of Federal assistance awards may be required to provide Federal awarding agencies with information concerning property in their custody annually, at award closeout or when the property is no longer needed. Specific requirements will vary based on award provisions, the type of property (equipment or supplies) and whether the property is Federally-owned. This reporting form and its attachments are intended to assist recipients to provide necessary information when it is required.

1. **Federal Agency and Organizational Element to Which Report is Submitted.** Enter the name of the Federal agency and the agency organization element identified in the award document or as otherwise instructed by the agency. The organizational element is a sub-agency within a Federal agency. For example, the Air Force Office of Scientific Research (AFOSR) is an organizational element within the Department of Defense.

2. **Federal Grant or Other Identifying Number Assigned by Federal Agency.** Enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award.

3a. **DUNS.** Enter the recipient organization's Data Universal Numbering System (DUNS) number or Central Contract Registry extended DUNS number. The DUNS number is also referred to as the Universal Identifier.

3b. **EIN.** Enter the recipient organization's Employer Identification Number (EIN) as assigned by the Internal Revenue Service.

4. **Recipient Organization.** Enter the name and complete address, including zip code, of the recipient organization.

5. **Recipient Account or Identifying Number.** Enter the account number or other identifying number assigned to the award by the recipient. This number is for the recipient's use and is not required by the Federal agency.

6. **Attachment.** Check the applicable line to indicate the type of attachment being submitted. Use the Annual Report, SF-428-A, when required to provide annual inventory listings of Federally-owned property. Use the Final Report, SF-428-B, when required to provide property information in connection with the closeout of an award. Use the Disposition Request/Report, SF-428-C, when required to request disposition instructions for or to report the disposal of Federally-owned property or acquired equipment, at any time other than award closeout (i.e., during the award period or after award closeout as long as the Federal government retains an interest in the item).

7. **Supplemental Sheet.** Check the applicable block to indicate whether a Supplemental Sheet is attached. Recipients may use the SF-428S or equivalent document such as a computer print out to provide required detailed individual item information.

8. **Comments.** Provide any explanations or additional information in this block. Attach additional sheets if necessary.

9a. **Typed or Printed Name and Title of Authorized Certifying Official.** Enter the full name and title of the recipient representative authorized to sign this report.
b. **Signature of Authorized Certifying Official**. Original signature of the recipient's authorized certifying official.
c. **Telephone.** Enter the telephone number of the individual listed in Line 9a.
d. **Email address.** Enter the email address of the individual listed in 9a.
e. **Date report submitted.** Enter the date the report is submitted to the Federal agency.

10. **Agency use only.** This section is reserved for Federal agency use only.

TANGIBLE PERSONAL PROPERTY REPORT
Supplemental Sheet SF-428S

Federal Grant or Other Identifying Number Assigned by Federal Awarding Agency (Block 2 of SF-428)	Attachment Type ___ Annual Report ___ Final (Award Closeout) Report ___ Disposition Request/Report	Page	Of Pages

Complete one row for each item:

	Award Number (a)	GP or ACQ (b)	Description of Item (c)	Identification Number (d)	Acq. Date (e)	Cond. Code (f)	Acq. Cost (g)	Disp. Req. (h)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Instructions for Tangible Personal Property Report: SF-428S

A. General Instructions

This is a standard form to be used by recipients to provide detailed individual item information in connection with required reports of tangible personal property under Federal assistance awards.

Federal Grant or Other Identifying Number Assigned by Federal Agency. Enter the Federal grant, cooperative agreement or other financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award. If the Supplemental Sheet is submitted in connection with a Consolidated Annual Report Attachment, leave blank and enter individual award numbers in Column (a) for each item.

Report Type. Indicate the type of report Attachment for which the individual item information is being provided.

a. **Award Number.** For Consolidated Annual Report Attachments, enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award. For all other Report Attachments (i.e., Individual Annual, Final, and Disposition Request/Report) leave blank.

b. **GP or ACQ.** Enter GP if the item is Federally-owned property. Note: Federally-owned property consists of items furnished by the Federal Government for use on the award identified in Block 1 or Column a. Enter ACQ if the item was acquired with award funds.

c. **Description of Item.** Provide a brief description of the item.

d. **Identification Number.** Enter the manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.

e. **Acq. Date.** Enter the date the item was acquired by the recipient. For items furnished by the Federal Government, enter the date received by the recipient.

f. **Cond. Code.** Enter the applicable condition code from the following list:

Code	Description
1	Excellent. Property that is in new condition or unused condition and can be used immediately without modification or repairs.
4	Usable. Property which shows some wear, but can be used without significant repair.
7	Repairable. Property which is unusable in its current condition but can be economically repaired.
X	Salvage. Property which has value in excess of its basic material content, but repair or rehabilitation is impractical and/or uneconomical.
S	Scrap. Property which has no value except for its basic material content.

g. **Acq. Cost.** Enter the item acquisition cost.

h. **Disp. Req.** Indicate the type of disposition requested for each item by entering the corresponding number from Block 2 of the Final Report Attachment or Block 1 of the Disposition Request/Report Attachment. However, it is not necessary to enter this information when requesting the same disposition for all items of Federally-owned property or the same disposition for all items of Acquired Equipment (the disposition request indicated in the applicable Block(s) of the Final Report Attachment or the Disposition Request/Report Attachment will be sufficient). Not required for Annual Report Attachments.

TANGIBLE PERSONAL PROPERTY REPORT
Disposition Request/Report SF-428- C

Federal Grant or Other Identifying Number Assigned by Federal Agency (Block 2 of SF-428)

1. **Request Disposition Instructions for**:	**For Agency Use Only**
a. **Federally-owned Property** *(Select one or more and attach Supplemental Sheet SF-428S or recipient equivalent)* (i) ___ Request Federal Agency disposition instructions (ii) ___ Other (Specify in Block 8 "Comments" or attach request)	Agency response to requested disposition of Federally owned property: (i) Recipient request approved___ denied ___. (ii) Dispose in accordance with attached instructions ___.
b. **Acquired Equipment with current fair market value of $5,000 or more** *(Select one or more and attach Supplemental Sheet SF-428S or recipient equivalent)* (i) ___ Request approval to trade-in or sell to offset costs of replacement equipment (ii) ___ Request Federal Agency disposition instructions	Agency response to requested disposition of acquired equipment: (i) Recipient request approved___ denied ___. (ii) Dispose in accordance with attached instructions ___.

Authorized Awarding Agency Official	
Signature:	Date:
Name:	Phone:
Title	Email

2. **Report Disposition by Sale or Retention**

a. ___ Retention of acquired equipment for use on non Federally supported projects

b. ___ Sale of acquired equipment

(Attach Supplemental Sheet SF-428S or recipient equivalent and complete worksheet below)

(i) Sale proceeds (or estimate of current fair market value)..... $_____

(ii) Percentage of Federal participation ..... _____%

(iii) Federal share ..... $_____

(iv) Selling and handling allowance ..... $_____

(v) **Amount remitted to the Federal Government**..... $_____

3. **Report Loss, Destruction or Theft of Federally-owned Property**

___ Loss, Destruction or Theft of Federally-owned property

(Attach Supplemental Sheet SF-428S or recipient equivalent and describe the circumstances in Block 4)

4. **Comments**

DISPOSITION REQUEST/REPORT ATTACHMENT TO TPR

Agency use only

Instructions for Disposition Request/Report: SF-428 Attachment C

A. General Instructions:

This Attachment is to be used by recipients when required to request disposition instructions or to report disposition of Federally-owned property or acquired equipment under Federal assistance awards at any time other than award closeout (i.e., during the award period or after closeout as long as the Federal government retains an interest in the item).

Recipients provided Federally-owned property for use under Federal assistance awards are required to request disposition instructions from the awarding agency when the Federally-owned property is no longer needed for the authorized purpose. Recipients may be required to request disposition instructions for equipment acquired with award funds (acquired equipment) when an item is no longer needed for use on Federally-sponsored activities. Recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the Federal government. This attachment is intended to assist recipients in providing appropriate information to the awarding agency. Note: If the Federal awarding agency has exercised statutory authority to vest title to acquired equipment in the recipient with no further obligation to the Federal government, you are not required to request disposition instructions or to report disposition (i.e., sale or retention for non Federal use) of those items of equipment.

Federal Grant or Other Identifying Number Assigned by Federal Agency. Enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award.

1. **Request Disposition Instructions for:** Use this section to request Federal awarding agency disposition instructions when required by the award provisions.

a. **Federally-owned Property.** Consists of items that were furnished by the Government. Check applicable blocks to indicate the requested Federal awarding agency action for items that are no longer needed for use on the award specified in Block 2.

(i) To request Federal agency disposition instructions.
(ii) To request a specific disposition, e.g., transfer to another award.

b. **Acquired Equipment with a current fair market value of $5,000 or more.** Note: Fair market value means the best estimate of the gross sales proceeds if the property were to be sold in a public sale. Check applicable blocks to indicate the requested Federal awarding agency action.

(i) To request approval to trade-in or sell to offset costs of replacement equipment.
(ii) To request Federal agency disposition instructions for equipment acquired with award funds.

2. **Report Disposition by Sale or Retention.** Use this section when required to compensate the Federal awarding agency for its interest in acquired equipment with a current fair market value of $5,000 or more that you have sold or retained for use on non Federally supported activities. Check applicable blocks to indicate the type of action being reported and complete the worksheet to calculate the amount of compensation due to the awarding agency for its interest in the equipment.

a. Retention of acquired equipment for use on non-Federally supported projects.
b. Sale of acquired equipment.

Worksheet

(i) Enter the total amount received if the equipment has been sold. Enter an estimate of the current fair market value if the equipment will be retained for use on non Federally funded projects.
(ii) Enter the percentage of Federal Government participation in the award under which the equipment was acquired.
(iii) Enter the dollar amount of sales proceeds (or estimate of current fair market value) multiplied by the percentage of Federal Government participation listed in (ii).
(iv) If the equipment was sold, enter the amount of selling and handling expenses. Enter zero if the equipment will be retained for use on non-Federally funded projects.
(v) Enter the amount of the Federal share in (iii) less the selling and handling expense listed in (iv). Indicate in Block 8 how the funds are being returned to the government. For example, attached check made out to the Awarding Agency/U.S. Treasury or electronic remission.

3. **Report Loss, Destruction or Theft of Federally-owned Property.** Use this section to notify the awarding agency. Check block to indicate that Federally-owned property has been lost, damaged or stolen, list the item(s) on SF-428S or recipient equivalent and describe the circumstances in Block 4.

4. **Comments.** Provide any explanations or additional information in this block. Attach additional sheets if necessary.

Agency use only. This section is reserved for Federal agency use only.

EXHIBIT “G”

Weekly Activity Report

HIDALGO COUNTY

Your Local Agency Name

OPERATION STONEGARDEN WEEKLY ACTIVITY REPORT

Date	Number of Officers worked	Hours worked (Shift)*	Location Worked	Outcome
7/13/2015	3	1800-0400	WEST- Citrus City Area	25 VEHICLE STOP, 8 CITATIONS, 17 WARNINGS
		SAMPLE		
Total	3			

EXHIBIT “H”

Daily Activity Report Summary and Detail

PLEASE TYPE IN YOUR CITY NAME
2014 OPERATION STONEGARDEN
GRANT #: EMW-2014-SS-00029

DAILY ACTIVITY REPORT SUMMARY

Date: _____ **Overtime Rate:**_____

Begining 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: _____

Officer (Print)_____ **Title:** _____ **I.D. #** _____

Officer (Sign)_____ **Title:** _____ **I.D. #** _____

Supervisor: _____ **Title:** _____ **I.D. #** _____

PLEASE TYPE IN YOUR CITY NAME

DAILY ACTIVITY REPORT DETAIL

OPSG 2014 Grant#: EMW-2014-SS-00029

PLEASE PRINT LEGIBLY

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

1.)

SECTOR	:00 PM - :00 AM, Officer 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:** _____

7/31/2015 11:58 AM

EXHIBIT "I"

Property Acquisition Form

EXHIBIT "I"

CITY NAME
2014 STONEGARDEN GRANT - PROPERTY ACQUISITION FORM
GRANT #EMW-2014-SS-00029

Description	Tag ID#	Serial or ID#	Source of Property	Title Owner	Acquisition Date	Cost	% of Federal/ State Participation in Cost of Property	Location	Use & Condition of Property	Disposal Date	Price Sold

To be submitted monthly with attached photos of all equipment showing ID tags.

STATE OF TEXAS §

COUNTY OF HIDALGO §

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

This Agreement is made and entered into this ___day of _____, 2015, by and between the County of Hidalgo, a political subdivision of the State of Texas (hereinafter referred to as "County") and the City of Pharr, 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 $4,674,438.00 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 2014 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 2014 Sub-Recipient Award for Hidalgo County," (Sub-Recipient Agreement) dated May 7, 2015, 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 No. 12-003 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 $300,000.00 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 the 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 reimbursements pertaining to costs incurred or performances rendered that are not in compliance with 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 complete and execute a Passed-Through Property Record or Equipment Loan Record, as necessary, for each asset purchased with Grant funds, as required by State Administration Agency Bulletin 15-002 or its successor (**See Exhibit "F"**).

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 No. 12-004 or its successor (**See Exhibit "F")**. City shall conduct an annual physical inventory for all assets purchased with current and prior Grant funds and provide said information to County on an annual basis. The inventory identified on the Property Acquisition Form should include a complete and accurate listing of all equipment/assets including tag numbers, id numbers and serial numbers with photographs depicting same (**See Exhibit "I"**). City shall not use Grant funds for the purchase of weapons and weapons accessories in accordance with State Administrative Agency Bulletin No. 15-001 or its successor (**See Exhibit "F"**).

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 required for reimbursement of Grant funds from County. These include but not limited to the Cost Reimbursement Form and all supporting documentation **(See Exhibit "F")**, a Passed Through Property Record or Loan Record (with photographs and SAM.gov verification) **(See Exhibit "F")**, a Property Acquisition Form detailing a cumulative report of all property secured with Grant funds from the inception of the first Grant period (**See Exhibit "I")** and the Annual Inventory Control Requirement Form **(See Exhibit "F").** These reports must be submitted to County by **June 30th** of each year. City shall provide County with a weekly activity report (**See Exhibit "G"**). 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 No. 12-004 or its successor attached thereto.)

As noted above, all reports required for submission are as follows:

FORMS	**SUBMIT**
Eligibility Certification Form	Annually

Annual Inventory Control Requirement Form	Annually
Property Acquisition Form	Annually
Weekly Activity Report	Weekly
Agency Cost Reimbursement Request Form	With Reimbursement Request
Individual Reimbursement Request Form	With Reimbursement Request
Daily Activity Report Summary	With Reimbursement Request
Daily Activity Report Detail	With Reimbursement Request
Passed-Through Property Record Form	With Reimbursement Request
Disposition Request/Report SF-428- C Form	As needed upon asset disposal

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 delay or 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")**, Passed Through-Property Record Form **(See Exhibit "F"),** Copies of Invoices, and other related information whether or not requested by County on a monthly basis no later than the 15th of each month for the previous month. Each Cost Reimbursement Request shall be completed pursuant to the instructions and State Administration Agency Bulletin Nos. 11-005, 12-005, 15-001 and 15-002 (or their successors) 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 Sub-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. City shall be responsible for the care, maintenance, repair, custody, control, disposition and use of any asset purchased with Grant funds.

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 the responsible party for the care, maintenance and repair of same, as noted above. 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. City shall also complete a Disposition Request/Report Form SF-428-C as required by State Administration Agency Bulletin No. 15-002 **(See Exhibit "F")**.

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 none of its elected officials, officers, employees, consultants, or 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
302 W. University Dr.
Edinburg, TX 78539

If to City: City of Pharr
118 S. Cage Blvd.
Pharr, TX 78577

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 PHARR, TEXAS

_____
Ambrosio Hernandez**,** Mayor

ATTEST

_____
Hilda Pedraza, City Clerk

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,
Ricardo Rodriguez, Jr.

By:_____
Josephine Ramirez Solis,
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”	Agency Cost Reimbursement Request Form and SAA Bulletins
• F-1:	Agency Cost Reimbursement Request
• F-2	Individual Reimbursement Form
• F-3	Cost Reimbursement Request Instructions
• F-4	SAA Information Bulletin 12-003
• F-5	SAA Information Bulletin 12-004
• F-6	Annual Inventory Control Requirement Form
• F-7	SAA Information Bulletin 11-005
• F-8	SAA Information Bulletin 12-005
• F-9	SAA Information Bulletin 12-007
• F-10	SAA Information Bulletin 15-001
• F-11	SAA Information Bulletin 15-002
Exhibit “G”	Weekly Activity Report
Exhibit “H”	Daily Activity Report Summary and Detail
Exhibit “I”	Property Acquisition Form

EXHIBIT "A"

Grant Terms and Conditions

U.S. Department of Homeland Security
Washington, DC 20472

FEMA

FY2014 OPSG COND Approval Texas – Hidalgo15-RGVRGV-11-001 V0

April 22, 2015

Arturo Mendez
Texas Homeland Security State Administrative Agency
PO Box 4087
Austin, TX 78773

Dear Mr. Mendez:

Please be advised that, based on the Department of Homeland Security, Federal Emergency Management Agency's (FEMA) Operation Stonegarden Grant Program (OPSG) guidelines and special conditions associated with this program, the below referenced Operations Order is *conditionally approved*:

Operations Order No: 15-RGVRGV-11-001 V0
Fiscal Year: 2014
Amount Approved: $4,674,438
Operations Order Dates: 10/1/2014 to 8/31/2016
Recipient: Hidalgo County, Texas

Pending approval of the Personnel Cap Waiver by the FEMA Administrator, Hidalgo County is authorized to spend up to, but must not exceed, 50 percent of the FY 2014 Operation Stonegarden allocation issued by FEMA. A subsequent approval letter will be issued for this Operations Order upon receipt of the FEMA Administrator's approval.

Expenditures from the Operations Order were reviewed and approved by FEMA and U.S. Customs and Border Protection/Border Patrol (CBP). These expenses will assist the County in conducting border centric, intelligence driven operations with the goal of reduction or elimination of threat, risk and vulnerability along our Nations' borders.

Please find the below special conditions associated with OPSG and retain this letter for your grant files. If you have any questions, please feel free to contact me at (202) 786-9668.

Sincerely,

Corey Walz

Corey Walz
Program Analyst
U.S. Department of Homeland Security
Federal Emergency Management Agency
Grant Programs Directorate

Cc: U.S. Customs and Border Protection/ Border Patrol

The following Special Conditions are associated with this Operation Stonegarden award:

1. Construction and construction-type activities are prohibited.
2. Lethal or less than lethal forces including, but not limited to: weapons, firearms, ammunition and tasers are prohibited.
3. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), the sum of all personnel related expenses shall not exceed 50% of the recipient's allocation without first obtaining a waiver from the FEMA Administrator.
4. All participating agencies shall monitor, review and track expenditures of OPSG funds under individual Operations Orders issued. Participating agencies shall not obligate, and/or encumber OPSG grant funds beyond the total of their allocation issued by FEMA.
5. The Operations Order has been reviewed and approved under the Environmental and Historic Preservation Program (EHP) guidelines as being categorically excluded from further EHP review.
6. Recipients must submit a letter of justification for all proposed vehicles or equipment items in excess of $100,000. This justification will be reviewed by CBP and FEMA.

Texas Department of Public Safety

2014 Sub-Recipient Award for Hidalgo County

1. General Award Information	Reference/Encumbrance No:	
Date of Award: May 7, 2015	Prepared By: Mendez, Arturo	3. SAA Award Number: 14-SR 48215-01

4. Sub-Recipient Name and Address

Judge Ramon Garcia
Hidalgo County
302 W. University
Edinburg, TX 78539

5. Federal Grant Information

Federal Grant Title: Homeland Security Grant Program (HSGP)
Operation Stonegarden (OPSG)

Federal Grant Award Number: EMW-2014-SS-00029

Federal Granting Agency: U.S. Department of Homeland Security(DHS)
Federal Emergency Management Agency (FEMA)

Date Federal Grant Awarded to TxDPS: August 6, 2014

CFDA: 97.067

6. Award Amount and Grant Breakdowns

OPSG

$4,674,438.00

Grant Period:	
From: Sep 1, 2014	To: Feb 28, 2016
(The SAA must receive all invoices by the end of grant period)	

7. Statutory Authority for Grant: The Department of Homeland Security Appropriations Act, 2014, (Public Law 113-76), and The Homeland Security Act of 2002 as amended (Public Law 107-296), (6 U.S.C. § 603).

8. Method of Payment: Primary method is reimbursement.

9. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors and principals are not debarred,suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not have active Exclusions listed at https://www.sam.gov/portal/public/SAM/

10. Agency Approvals

Approving TxDPS Official:

Garry Jones
Deputy Assistant Director
Texas Homeland Security
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:

Garry Jones

11. Sub-Recipient Acceptance

I have read, understood and agree to this Sub-Recipient Agreement consisting of this Award and the attached Terms and Conditions.

Print name and title of Authorized Sub-Recipient Official:

Ramon Garcia
Hidalgo County Judge

Signature of Sub-Recipient Official:

Ramon Garcia

Enter Employer Identification Number (EIN) or Federal Tax Identification Number:	DUNS Number:	Date Signed :
74-6000717	10-311-0834	5/19/15

DUE DATE: June 23, 2015 Signed Award with Terms and Conditions must be returned to SAA_SRA@dps.texas.gov on or before the due date.

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

2014 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.*

1. Grant Sub-recipient Agreement

This Grant Sub-recipient Agreement (consisting of this 2014 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 2014 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. HSGP funding shall be used for statutorily eligible 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. This program provides an integrated mechanism that builds and sustains core capabilities to support the Nation's Preparedness against terrorist attacks, major disasters, and other emergencies.

The FY 2014 Nonprofit Security Grant Program (NSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the NGP. NSGP provides funding support statutorily eligible costs to include 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. It is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, as well as State and local government agencies.

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.

2. Overview and Performance Standards

All allocations and use of funds under this Grant shall be in accordance with the FY 2014 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2014 FOA is incorporated by reference herein. **Sub-recipient shall read, understand and accept the FY 2014 Funding Opportunity Announcement as binding.**

A. 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"**

B. 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.**

3. 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 this Grant, 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.

4. 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) calendar 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.

5. 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.

6. 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 2014 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at http://www.fema.gov/media-library-data/1395161200285-5b07ed0456056217175fbdee28d2b06e/FY_2014_HSGP_FOA_Final.pdf and the Nonprofit Security Grant Program (NSGP), http://www.fema.gov/media-library-data/1396016700388-fb23d813b8df0d8eab995c8f27c1ac3e/FY_2014_NSGP_FOA_Final_Revised.pdf.

7. 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 14, 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.

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.

8. 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 Grant Adjustment Notice (GAN) to the jurisdiction.

9. State Requirements for Grants

Sub-recipient shall 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, Texas Uniform Grants Management Standards (UGMS) 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/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 this Grant to a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, unless the law enforcement agency requesting this Grant is in compliance with all rules developed by the Texas Commission on Law Enforcement (COLE) or TCOLE certifies that the requesting agency is in the process of achieving compliance with such rules.

2. Grant funds may not be awarded 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 by 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, which prohibits using any money or vehicle to support the candidacy of any person for office; influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose and 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, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and 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, which requires Sub-recipient to make every effort to attain key performance target levels associated with this Grant, 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, which requires that this Grant may only be expended if Sub-recipient timely completes and files its reports.

10. 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, or 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 and/or NSGP funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2014 HSGP or NSGP 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 Council of Government (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 Lone 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 calendar 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 the System for Award Management (SAM) at 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 information at least annually. Sub-recipient shall keep information current in the 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/dissem/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. 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.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 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 or NSGP 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. 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 awarded 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 awarded 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/grants/grant-programs-directorate-information-bulletins.

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. 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 equipment inventory record format at 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 statement: "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 use of 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, logos, crests, 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 (20th) calendar 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 Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency(August 11, 2000), requires federal agencies to issue guidance to recipients of federal financial assistance, assisting such organizations and entities in understanding their language access obligations. DHS published the required guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient of federal financial assistance can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at

https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited

and additional resources on 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 the interpretive guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B138942.

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 Grant ,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. SAFECOM. Sub-recipient shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications for awards under this Grant that provide emergency communication equipment and its related activities.

KK. Best Practices for Collection and Use of Personally Identifiable Information (PII).Sub-recipients who collect Personally Identifiable Information (PII) shall have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate. Sub-recipients may also find as a useful resource the DHS Privacy Impact Assessments: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf .

LL. Hotel and Motel Fire Safety Act of 1990. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), Sub-recipient shall ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

MM. False Claims Act and Program Fraud Civil Remedies. Sub-recipient shall comply with the requirements of 31 U.S.C. §3729 which sets forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. §3801-3812 which details the administrative remedies for false claims and statements made.

NN. Duplication of Benefits. State, Local and Tribal Sub-recipients shall comply with 2 C.F.R. Part §225, Appendix A, Paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

OO. Debarment and Suspension. Sub-recipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

PP. Non-Supplanting Requirement. Sub-recipient shall not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources for programs that prohibit supplanting by law. Where federal statutes for a particular program prohibit supplanting, Sub-recipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

11. 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 calendar 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/national-incident-management-system.

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/ResourceMngmnt.shtm#item3.

12. 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.

13. Audit

A. 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).

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

14. Retention and Accessibility of Records

A. 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 C.F.R. 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.

B. 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.

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

D. 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.

15. Legal Authority

A. 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.

B. 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.

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

16. 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.

17. 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.

18. 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.

19. Changes and Amendments

A. 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 this Grant. Any alteration, addition, or deletion to this Grant by Sub-recipient is not valid.

B. 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).

C. 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.

D. 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.

20. 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.

21. Venue

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

22. 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.

23. 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.

24. 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 or deny 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.

25. 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.

26. Closing of this 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 GAN to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 calendar 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 5/19/15
Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

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 Grant.

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 this Grant 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 Grant. "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 Principles 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 Grant.

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 5/19/15
Signature of Authorized Official Date

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 Grant.

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 this Grant 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 this Grant.

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 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 statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(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 Grant.

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 5/19/15
Signature of Authorized Official Date

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 subcontracts, 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-recipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
2. Have not within a three-year period preceding this Grant 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;
4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
5. Where Sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification)

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

G. Sub-recipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq. – which requires Sub-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, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Sub-recipient will 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 is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

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 Grant.

J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

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 5/19/15
Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

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 Principles 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. 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 5/19/15

Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.dps.texas.gov

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STEVEN P. MACH
RANDY WATSON

September 18, 2014

The Honorable Ramon Garcia
Judge, Hidalgo County
302 West University Dr.
Edinburg, Texas 78539

Dear Judge Garcia:

I am pleased to inform you that the 2014 Homeland Security Grant Program (HSGP) award to Texas includes an Operation Stonegarden Grant (OPSG) allocation for Hidalgo County in the amount of $4,674,438. This letter is being sent to you as the grant point-of-contact (POC) for Hidalgo County.

DHS prohibits the Texas Homeland Security State Administrative Agency (THSSAA) from awarding OPSG funds until a Concept of Operations (CONOPS) plan and Tactical Operations Order with an imbedded budget has been reviewed, and DHS has issued an official approval notice for Hidalgo County.

Hidalgo County should 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 your Border Patrol Sector Representative (CBP) and the THSSAA by **October 31, 2014**. It is important that the required operational documents be submitted to CBP and THSSAA by this deadline. A timely submission will facilitate the 2014 OPSG review process and, upon approval, will allow your jurisdiction access to this funding for the support of your ongoing border security efforts.

If you have any questions regarding the FY 2014 OPSG grant program, please refer to the FY 2014 HSGP Funding Opportunity Announcement (FOA) or contact Arturo O. Mendez at 512-377-0022 (arturo.mendez@dps.texas.gov) or Pete H. Lara at 512-377-0025 (pete.lara@dps.texas.gov).

Sincerely,

Garry Jones

Garry Jones
Deputy Assistant Director
Texas Homeland Security State Administrative Agency

GJ:aom

EXHIBIT "B"

Summary of Grant Allocations by Phases

SUMMARY OF GRANT ALLOCATIONS BY PHASES
2014 OPERATION STONEGARDEN
GRANT #EMW-2014-SS-00029

Phase 1:	$3,106,844.73
Phase 2:	$1,567,593.27
Total:	**$4,674,438.00**

EXHIBIT "C"

Eligibility Certification Form

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

*** [illegible] submission** is a correction. ▼

Please provide the reference number for the form you are correcting:

*** Type of Organization**
County ▼

*** Region** See Map
21 - Lower Rio Grande Valley Development Council - LRGVDC ▼

*** County**
Hidalgo County ▼

*** Name of Jurisdiction/ Organization:**
Hidalgo County

Please follow these formatting examples for jurisdictions

Counties:
Tejas County

City / Town / Village: (Name First)
Mockingbird, City of
Travis, Village of
Harris, Town of

COG / Region:
Big Texas Council of Governments

*** Zip Code (Principle Administration Location)**
78539

*** DUNS Number:**
103110834

Every Sub-recipient must have a DUNS number and active registration in SAM prior to submitting an application for Federal funding. Sub-recipients may verify if they have a DUNS number and/or may obtain a DUNS number via http://fedgov.dnb.com/webform/index.jsp or by calling (866) 705-5711. To ensure your SAM registration will be active at the time of award, please review and update your registration if needed (www.sam.gov). Sub-recipients are required to keep their SAM registration current, accurate, and complete throughout the grant performance period (2 CFR 25). Additional information regarding this item can be found in the Instructions Document under Item V.

* Indicates Response Required

Save Partial Work Next >>

ACTIVE

sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Progress: 11% Complete

This question is about **you**, the person submitting the information at this moment, through this web page.

*** Please describe your role for the Subgrantee.**

I'm the Authorized/Elected Official or Chief Financial Officer ◉ I'm someone else

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 22% Complete

Authorized Official

As part of verification, a ***correct*** email address for the Authorized official is required. Upon successful submission, a confirmation email will be sent to the Authorized official, who ***MUST APPROVE*** this eligibility form submission.

This replaces the signature page from past eligibiliity processes.

EMCs, EMS, Fire, Police, and Sheriff personnel **ARE NOT Authorized Official**. Only **Chief elected official**, **chief executive** and/or **chief financial officers** may be listed.

*** Authorized Official Title**

Judge ▼

*** Authorized Official First Name**

Ramon

*** Authorized Official Last Name**

Garcia

*** Authorized Official Email Address**

ramon.garcia@co.hidalgo.tx.us

*** Phone Number**

956-318-2600

*** Re-Confirm Email**

ramon.garcia@co.hidalgo.tx.us

NOTE: It's important to provide valid contact information for the authorized official. If you are a designee for the Authorized Official, you must indicate this in the next screen. You can then provide contact details to ensure the SAA can communicate with you if follow-up is necessary. Authorized Officials may also elect to provide information for their designee.

* Indicates Response Required

<< Previous Save Partial Work Next >>

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 33% Complete

Submitter / Point-of-Contact Information:

Upon [illegible]ion of this fo[illegible]a confirmation copy will be forwarded to the authorized official and regio[illegible]. The SAA [illegible] contact the submitter first if there are any follow-up questions.

*** What best d[illegible]ines th[illegible]Submit[illegible]/ Point-of-Contact role?**

Police/Fire/EMS Staff[illegible]

[redacted]

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 44% Complete

I. National Incident Management System (NIMS)

*** NIMS**

Please certify to one of the NIMS statements below.

A) My jurisdiction has adopted and implemented NIMS and is compliant with all NIMS objectives (FY2005-FY2009). Reference: NIMS Implementation Chart

B) My jurisdiction has adopted and implemented NIMS, BUT is not fully compliant with all NIMS implementation objectives.

- a) Is Compliant
- b) Is Not Fully Compliant

Please review the FY 2014 Texas NIMS Implementation Reporting Tool information page for additional guidance on this requirement.

If you have not submitted a 2014 NIMS report, you must complete this step to be eligible.

If you have additional questions, please contact your PPG.

II. EMERGENCY MANAGEMENT PLANS (INTERMEDIATE LEVEL)

*** Emergency Management Plans: Please certify to one of the following statements.**

A. My jurisdiction has its own emergency management plan that *currently* meets the state preparedness standards at the Intermediate Level on file with the Texas Division of Emergency Management (TDEM).

B. My jurisdiction is a legally established member of an inter-jurisdictional emergency management program that has a plan that *currently* meets the state preparedness standards at the Intermediate Level on file with TDEM.

C. 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. *

- (●) a) Has Plan That Meets Requirements
- ( ) b) Member of Plan That Meets Requirements
- ( ) c) Not Required

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 56% Complete

II. OMB CIRCULAR A-133 SINGLE AUDIT

*** A-133 Reporting: My jurisdiction's/organization's fiscal year (FY) end for 2014 was (choose one):**

a) August 31, 2014 (Reporting Package is due 30 days after completion or May 31, 2014, whichever is sooner)

b) September 30, 2014 (Reporting Package is due 30 days after completion or June 30, 2014, whichever is sooner)

c) December 31, 2014 (Reporting Package is due 30 days after completion or September 30, 2014, whichever is sooner)

d) Other

- ○ a) August 31, 2014
- ○ b) September 30, 2014
- ◉ c) December 31, 2014
- ○ d) Other

A-133 AUDIT SATEMENT

*** A-133: Please certify to one of the A-133 Audit Statement below:**

a) I certify my jurisdiction/organization did not expend over $500,000 in Federal or State funding during FY2014 so no A-133 audit was necessary or obtained.

b) I certify my jurisdiction/organization expended over $500,000 in Federal or State funding in FY 2013 and that the required reporting package has been/will be provided 1) to the Texas Department of Public Safety (TXDPS) and 2) to the Federal Clearinghouse.

- ○ a) Did not expend over $500,000
- ◉ b) Did expend over $500,000

IV. TEXAS REGIONAL RESPONSE NETWORK (TRRN)

*** Texas TRRN: (Reference: TRRN Site)**

My jurisdiction/organization is registered with the Texas Regional Response Network (TRRN) and;

a) My jurisdiction has entered all deployable equipment with a cost of $5,000 or more purchased with Homeland Security Grant funds into the TRRN.

b) My jurisdiction does not have any deployable equipment with a cost of $5,000 or more purchased with Homeland Security Grant funds.

(•) a) Has entered all deployable equipment

( ) b) Does not have any deployable equipment

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 67% Complete

V. FFATA, DUNS, and CCR

FFATA Certification

Certification of Recipient Highly Compensated Officers – the Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (THSSAA) to report the name and total compensation of each of the five most highly compensated officers (a.k.a. position of each subrecipient organization for the most recently completed fiscal years preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below:

*** In the subrecipient's preceding completed fiscal year, did the subrecipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?**

○ Yes ◉ No

*** Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?**

◉ Yes ○ No

*** DUNS, & CCR: I certify my jurisdiction/organization has entered all required information, into the System for Award Management (SAM) and has an active registration status with no "Active Exclusion Records". Reference: SAM.gov**

◉ Yes

○ I cannot certify to this statement

VI. CRIMINAL HISTORY DISPOSITION REPORTING

(If Applicable)

*** CRIMINAL HISTORY DISPOSITION REPORTING:**

Current Report listed: 2015 HSGP Security Grant Information Page

For grant year 2015 federal funds, the criminal history reporting eligibility requirement will be applied to all SHSP sub-recipients. Only entities within a county that have met the 90% completeness rates by August 1, 2015 will be eligible for these THSSAA awards issued on or after September 1, 2015. This section DOES NOT APPLY to NSGP, OPSG, or UASI applicants.

Please select to certify to one of the criminal history disposition reporting statements:

a) My County has documented a 90% average disposition completeness rate for adult arrests and a 90% average disposition completeness rate for juvenile arrests under calendar years 2009-2013 as required by Chapter 60, Texas Code of Criminal Procedure.

b) My County does NOT currently have a documented 90% average disposition completeness rate for adult arrests and a 90% average disposition completeness rate for juvenile arrests under calendar years 2009-2013, but county intends to attain the required averages by August 1, 2015. I understand that sub-recipients within the County will not be Eligible for 2015 SHSP funds if the required averages are not achieved by the August 1, 2015 deadline.

- (●) a) 90% or above
- ( ) b) Below 90%, intends to attain by 8/1/201
- ( ) c) COG Region
- ( ) d) Tribal Nation

* Indicates Response Required

<< Previous Save Partial Work Next

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 78% Complete

PRINT FOR YOUR OWN RECORDS

Submission Reference: **3448188**

Name of Jurisdiction/ Organization: **Hidalgo County**
DUNS Number: **103110634**
Type of Organization: **County**

Region: **21 - Lower Rio Grande Valley Development Council - LRGVDC**

Authorized Official Name: **Ramon Garcia** Title: **Judge**

****

I. National Incident Management System (NIMS)
a) Is Compliant

II. Emergency Management Plans:
a) Has Plan That Meets Requirements

III. OMB Circular A-133 Single Audit Certification
b) Did expend over $500,000

IV. Texas Regional Response Network (TRRN):
a) Has entered all deployable equipment

V. DUNS, CCR & FFATA:
Yes

VI. Criminal History Disposition Reporting:
a) 90% or above

PRINT FOR YOUR OWN RECORDS

Print this page

<< Previous Save Partial Work Next >>

ACTIVE

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Progress: 89% Complete

Please submit to complete this eligibility submission form. You will receive confirmation email shortly.

An email will also be sent to the Authorized Official for review and approval of this submission. You will also receive an email that cofirms when submission has been approved.

Sample

☑ Please email the Authorized Official updates if available. The SAA will use [redacted]

☑ Please email the POC updates if available. The SAA will use [redacted]

<< Previous Save Partial Work Submit

ACTIVE

BACK TO DPS SAA Page

Texas Homeland Security

State Administrative Agency

Sample

Your submission for Hidalgo County has been sent.

Thank you!

The Authorized Official and POC (if indicated) should receive a confirmation email shortly, and a copy was automatically forwarded to your COG (if requested).

Please note that if all required documentation was not uploaded, it must be forwarded as soon as possible. The submission method indicated for this session was: **[pipe:34]**

If not uploaded please email to saa@dps.texas.gov; or fax to 512-206-3137.

Please provide this reference [redacted] in any correspondence relating to this submission. You may also submit a request for assistance if you have an issue.

Submit a new form

Richard Ozuna

From: form_engine@fs30.formsite.com on behalf of donotreply@dps.texas.gov [form_engine@fs30.formsite.com]

Sent: Tuesday, April 21, 2015 4:01 PM

To: [redacted]

Subject: 2015 Eligibility for: Hidalgo County - Received - [redacted]

Dear POC,

This email is confirmation that the Texas Homeland Security - State Administrative Agency is in receipt of **Hidalgo County** 2015 Eligibility Form.

If this form was submitted by someone other than the authorized official, a copy will be automatically forwarded to the authorized official (listed below). They will need to complete one final step to certify this submission.

Authorized Official: [redacted]

We strongly advise that you contact the authorized official to ensure they are aware of the importance of responding to this confirmation email. A link is listed in the message, and they must follow it to finish the eligibility submission process.

We are inlcuding an attached copy of the responses for your records. A copy will be automatically forwared to your region if it has been requested.

If you have any 2015 Eligibility Questions please submit a support request and we will follow up with you ASAP. Please reference form [redacted] in any correspondence to the SAA. Direct replies this email will not be received.

Regards,

THSSAA

Auto-Notification: Conf Email to POC

Reference #	[redacted]
This submission *	is a correction.
Please provide the reference number for the form you are correcting:	[redacted]
Type *	County
Region See Map *	21 - Lower Rio Grande Valley

Sample

	Development Council - LRGVDC
County *	Hidalgo County
Subgrantee *	Hidalgo County
Zip Code (Principle Administration Location) *	78539
DUNS Number: *	103110834
Please describe your role for the Subgrantee. *	I'm someone else
Authorized Official Title *	Judge
Authorized Official First Name *	[redacted]
Authorized Official Last Name *	
Authorized Official Email Address	
Phone Number *	956-318-2600
What best defines the Subgrantee / Point of Contact role? *	Police/Fire/EMS Staff
First Name *	[redacted]
Last Name *	
Title *	
Organization: *	Hidalgo County Sheriff's Office
POC Email Address *	[redacted]
Phone Number *	956-936-02[redacted]
NIMS Cert *	a) Is Compliant
EM Plans Cert *	a) Has Plan that Meets Requirements
A-133 Reporting Date *	c) December 31, [redacted]
A-133 Cert *	b) Did expend over $500,000
TRRN Cert *	a) Has entered all deployable equipment
In the subrecipient's preceding completed fiscal year, did the subrecipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and	No

Sample

subcontracts), loans, grants (and subgrants) and cooperative agreements? *	
Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986? *	Yes
DUNS-CCR-FF[illegible]A [illegible] *	Yes
Criminal Hist [illegible]t *	a) 90% or above

Sample

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 2014
PHARR POLICE DEPARTMENT

	ORIGINAL BUDGET		1ST	2ND
Overtime	179,520.00		89,760.00	89,760.00
Fringe Benefits				
Vehicle Maintenance				
Equipment Maintenance				
				-
Equipment				
One (1) Skywatch				
Tower (Sentinel)	113,218.00		113,218.00	
One (1) Diesel	7,262.00		7,262.00	
Generator				
Fuel Cost				
Mileage	-		-	-
Other				
Travel				
TOTALS	**300,000.00**		**210,240.00**	**89,760.00**
FRINGE BENEFITS BREAKDOWN:				
FICA			-	-
Retirement			-	-
Unemployment Comp.			-	-
Workers' Comp.			-	-
TOTAL FRINGE BENEFITS			**-**	**-**

EXHIBIT “F”

Agency Cost Reimbursement Request Form and SAA Bulletins

HIDALGO COUNTY
Operation Stonegarden FY 14
Agency Cost Reimbursement Request
TAB A - Signature Page

Applicant name:	
Project Title:	**2014 Operation Stonegarden**
Type of Reimbursement	
Date Submitted	
Reimbursement Period Start date:	
Reimbursement Period End date:	
Grant Year	**2014**

Point of Contact:

Name	
Title	
Organization	
Email	
Telephone	
Fax	

Certification Authority:

Name	
Title	
Organization	
Email	
Telephone	
Fax	

Certification AuthoritySignature

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.

YOUR CITY NAME HERE
2014 OPERATION STONEGARDEN
OPSG 2014 Reimbursement Form (Individual)

GRANT #: EMW-2014-SS-00029

EMPLOYEE'S NAME	TITLE	HOURLY RATE

EMPLOYEE'S I.D. NUMBER

DATE	DESCRIPTION OF ASSIGNMENT	HOURS WORKED

(A) TOTAL HOURS WORKED	
(B) OVERTIME RATE	
(A*B) TOTAL COMPENSATION	
FICA	
RETIREMENT	
WORKER'S COMP	
UNEMPLOYMENT	
TOTAL REIMBURSABLE COSTS	

This is true and correct and to the best of my knowledge

EMPLOYEE (Print Name)	EMPLOYEE SIGNATURE

SUPERVISOR	CHIEF ADMINISTRATOR

5/21/2015 11:14 AM

Cost Reimbursement
Request Instructions

1) The participating Police Department shall submit a Cost Reimbursement Request due on or before the 15th 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) Summit 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). 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 January 30, 2016.

TEXAS DEPARTMENT OF PUBLIC SAFETY

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SAA Information Bulletin
No. 12-003
June 29, 2012
(REVISED) August 2, 2013

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: Machelle Pharr
Deputy Assistant Director

Subject: Federal Debarment and the Excluded Parties List System

Effective Date: August 2, 2013

Purpose

In an effort to provide assurance to the Federal Government that the State of Texas and its sub-recipients comply with Federal Executive Order12549, 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 https://www.SAM.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 Subrecipents 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 (https://www.SAM.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, 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 ELPS system prior to procuring or entering into contract(s) for any goods/services.

Each jurisdiction is required to include the EPLS verification with reimbursement or advance requests submitted after August 26, 2013 as part of the supporting documentation.

Example Policy:

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

Procedures for Documentation

Each subrecipient must be able to provide evidence that the debarment status of vendors has been verified before funds have been committed for a purchase or contract to the vendor. For purposes of HSGP reimbursements and advances a screen print of the SAM.Gov page indicating the vendor is not debarred provides that evidence.

Example Procedures:

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

1. Go to the EPLS Website (https://www.SAM.Gov).
2. The County/City Purchaser or their agent will search the EPLS system for the vendor.
3. If the vendor is found to be debarred, the vendor may not be used for procurements utilizing Homeland Security Grant Funds.
4. If the vendor is found not be debarred, print the screen page and retain with the procurement documentation.
5. A copy of the screen print indicating the vendor is not debarred, at the time of the procurement, must be included with the supporting documentation submitted to the Texas Homeland Security State Administrative Agency requesting reimbursement or advance.

SAA Monitoring

During monitoring and reviews, subrecipients must be able to provide proof of a written policy requiring verification of debarment status. Records of vendors verified 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.

*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.**

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SAA Information Bulletin
12-004
May 24, 2012
Revised
April 8, 2014

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

From: Machelle Pharr
Deputy Assistant Director

Subject: Tagging and Inventory Requirements for Homeland Security Funded Equipment

Purpose: This information bulletin replaces GDEM-SAA Information Bulletin (IB) No. 2, dated August 10, 2006. This IB takes effect as of the revised date listed above. 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 - personal property costing $5,000.00 or greater per-unit and having an estimated useful life of greater than one year.

Controlled Asset - 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	Authority
• Stereo Systems	(UGMS, SPA)
• Cameras including Still, Digital, and Video	(UGMS, SPA, THSSAA)
• Facsimile Machines	(UGMS)
• TVs, VCRs, DVRs, and DVD Players	(UGMS, SPA)
• Cellular and Portable Telephones	(UGMS, THSSAA)
• Desktop CPU – Apple and non Apple	(SPA, THSSAA)
• Portable CPU – Apple and non Apple-including Tablet Devices	(SPA, THSSAA)
• Printer – Portable and non portable	(SPA,THSSAA)
• Data Projectors	(THSSAA)
• GPS Devices	(THSSAA)
• Communications Equipment	(THSSAA)
• Hand Held and Vehicle Mounted Radios	(THSSAA)

- Hand Held Imaging Units (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). All sub-recipients must comply with the following Equipment Management guidance:

Equipment Inventory Requirements

Asset records must be maintained and a physical inventory and reconciliation of Homeland Security grant funded assets must be accomplished at a minimum of once every two years as required by grant guidance. THSSAA requires sub recipients to track and record all required grant-funded Capital Assets and Controlled Assets in an inventory system. All assets acquired by the jurisdiction including capital and controlled (regardless of age) are to remain on the jurisdiction's inventory until final disposition has occurred.

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: "Bear 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 maker 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)

Annual Inventory Control Requirement

All sub recipients that have Homeland Security assets that have not been disposed of and carried on their inventory system, are required to complete an annual inventory control certification form. The form provides for certification that the jurisdiction has completed a full physical inventory and reconciliation of Homeland Security assets within the past two years. The form must be submitted and received at the THSSAA by **June 30th** each year. You must initial all four components and complete the fifth component to be fully compliant.

Jurisdictions who fail to submit the form by the due date are deemed non-compliant and subject to suspension as outlined in 44 CFR § 13.43(a) (1)-(4) and will result in holding of reimbursements until the certification form is received.

The inventory certification form is located at:
http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm

Forms can be submitted either by fax to: 512-206-3137 or e-mail to: saamonitoring@dps.texas.gov.

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

ANNUAL INVENTORY CONTROL REQUIREMENT

Name of Jurisdiction:	Date:

INSTRUCTIONS: Please initial on the left to certify each of the following statements. All four sections must be certified to be fully compliant. Please return completed document by June 30 to THSSAA monitoring at:
Fax-512-206-3137 or email SAAmonitoring@dps.texas.gov

I. Controlled and Capital Assets Acknowledgement

Initial here to certify: _____	My jurisdiction has listed all required homeland security grant funded assets on our local inventory in accordance with THSSAA information Bulletin No. 12-004. http://www.txdps.state.tx.us/director_staff/saa/documents/saa12-004.pdf

II. Tagging of Grant Funded Assets

Initial here to certify: _____	My jurisdiction has tagged all Homeland Security grant funded assets in accordance with THSSAA Information Bulletin No. 12-004 including the name of the jurisdiction and a unique identifying number.

III. Equipment Inventory Requirements

Initial here to certify: _____	My jurisdiction maintains a physical inventory of Homeland Security grant funded assets and captures the following information for all equipment in accordance with THSSAA Information Bulletin 12-004. A. Description of the asset B. Serial number or other identification number C. Source of the asset D. Who holds the title E. Acquisition date F. Cost of the asset G. Percentage of federal participation in the cost of the asset H. Location I. Use J. Condition of the Asset K. Any ultimate disposition data including the date of disposal and sale price L. Control or Inventory Number (*Reference: A-133 Compliance supplemental, 44 CFR 13.32, UGMS*)

IV. PHYSICAL INVENTORY RECONCILIATION

Initial here to certify: _____	My jurisdiction has completed a full physical inventory and reconciliation of assets within the last 24 months in accordance with regulations. Our last physical inventory was conducted: _____

V. AUTHORIZED SIGNATURE(S)

Print Name of Jurisdiction/Organization	
Printed Name of Chief Elected Official, Chief Executive Officer, Or Chief Financial Officer	
Title (Judge, Mayor, ED, City Manager, CFO)	
Signature	
Date	

This form is located at: http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm

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SAA Information Bulletin
No. 11-005
June 2, 2011
REVISED August 2, 2013

To: All Councils of Government
All Texas State Homeland Security Grant Program Points of Contact
All Urban Area Security Initiative (UASI) Points of Contact

From: Machelle Pharr
Deputy Assistant Director

Subject: Supporting Documentation for Grant Expenditure Reimbursement Request

Effective Date: August 2, 2013

This information bulletin provides guidance as to what is considered acceptable documentation in support of expenditures for which reimbursement is requested. This revision supersedes revised SAA Information Bulletin 11-005 issued July 31, 2012. This Information Bulletin encompasses necessary supporting documentation to be submitted by sub-recipients of Homeland Security grant funds seeking reimbursement from the Texas Homeland Security State Administrative Agency (THSSAA) for grant-related expenditures.

All expenditure requests must have THSSAA approval prior to purchase. Requests for reimbursement should be submitted to the THSSAA at the earliest possible opportunity. This will allow for the THSSAA to draw down funds in a timely manner. All minimum supporting documentation requirements must be met when submitting expenses to the THSSAA for reimbursement. Omitting the proper supporting documentation will result in delay and possible denial of the reimbursement request. See the attached matrix for a list of documentation requirements.

Three Way Match: Generally Accepted Accounting Principles require that expenditures be properly supported. When assembling documents for payment of goods and services, the three way match rule should be followed. The three-way match requires an invoice, a purchase order and either a packing slip or a receiving report.

Three Way Match refers to the comparison of the quantities, price per unit, terms, etc. appearing on the vendor's invoice to the information on the purchase order, and to the quantities actually received.

> Chapter II, ATTACHMENT A, Section C paragraph 1.j.of the Uniform Grant Management Standards (UGMS) states: "Be adequately documented. Documentation required may include, but is not limited to, travel records, time sheets, invoices, contracts, mileage records, billing records, telephone bills and other documentation that verifies the expenditure amount and appropriateness to the grant."

To eliminate errors, the purchase order and packing slip (if provided by shipper) should be stamped as received, with the initials of the individual verifying the quantities received. If a receiving report is used, it should reference the Purchase Order number. The invoice should be matched to the packing slip and purchase order to ensure the quantities ordered were received and invoiced at the agreed upon price. The invoice should be notated to indicate it was paid, the date paid, and with a reference to a check number, Automated Clearing House (ACH) routing number, or other means of payment used.

Purchase Orders: The THSSAA recognizes there may be limitations in the procurement processes followed by some entities. If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official or individual who signed the grant award documents stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity.

Once this certification is received at the THSSAA, the entity must have a person sign and date invoices and indicate the item(s) were received. This is in place of matching the item(s) from the packing slip to a purchase order and invoice. When the reimbursement request is submitted to the THSSAA, a comment should be made in the Notes section of SPARs that this entity does not issue purchase orders and certification is on file with the THSSAA.

If the entity later begins issuing purchase orders or purchase agreements, they should notify the THSSAA and provide a copy of the local policies and procedures.

When contracts are being used in lieu of a Purchase Order, ensure the procurement process is accomplished in accordance with the Uniform Grant Management Standards Part III Subpart C.___.36; 44 CFR Ch 1 § 13.33 and § 13.36; and, any jurisdictional procurement policies.

Sub-grantees are also referred to THSSAA Information Bulletin No. 11 dated March 3, 2009 regarding Sole Source procurement requirements.

The three way match will work for purchases of most goods and services. However, contracts that include deliverables should be supported by certification the deliverable received complied with the contract specifications.

To ensure compliance with the Executive Order 12549 "Debarment and Suspension", any request for reimbursement or hardship advance must be supported by proof the vendor or contractor is not listed on the Excluded Parties List System (EPLS) prior to making the purchase or entering into a contract. To confirm the vendor is not on the list, the sub-recipient must print a copy of the search

results from the EPLS (https://www.SAM.gov/) and retain the results. The verification must be provided to the THSSAA as part of the supporting documentation when requesting reimbursement or an advance effective with any request submitted after August 23, 2013. This requirement is applicable to all procurements or contracts for goods or services related to Homeland Security Grants. See also SAA Information Bulletin 12-003.

Grant Matching Requirements. For grants that require proof of match, supporting documentation should contain sufficient detail to ensure Grant Coordinators can be assured the expenditure meets the match requirements. Grant guidance should be followed in determining allowability. If any questions arise, they should be directed to your Grant Coordinator.

Travel: Travel should be in accordance with the local travel policies of the employee's jurisdiction. If the jurisdiction does not have a written policy, then the Federal guidelines presented on the GSA website must be followed.[1]

In addition to the above, Travel expenditures require other special considerations and documentation.
Travel expenses must be supported by sufficient information to determine:

1. the travel was approved before commencement;
2. expenses incurred are allowable;
3. expenses above the generally allowed amounts were approved prior to commencing travel; and,
4. how the travel supports the grant.

For out-of-state travel, specific written approval is required from the Chief Elected Official/Chief Executive Officer or their properly designated representative. The information required of in-state travel is also required for out-of-state travel.

International travel requires specific written approval from the THSSAA and the Department of Homeland Security Program Directorate. Travel requests for international travel should be submitted in letter format with sufficient justification to ensure the necessity is clearly understood.

In all cases, any request for travel must be approved prior to commencement of the travel. Failure to obtain this approval may result in denial of the reimbursement.

Payroll Reimbursement: Reimbursement of payroll cost for backfill or overtime must be supported by timesheets and proof of payment to the employee. Copies of the payroll journal certified by the Payroll Officer or Chief Financial Officer may be submitted as proof of payment for payroll cost.

The attached table provides minimum supporting documentation requirements acceptable for submission to THSSAA for reimbursement.

In addition, jurisdictions receiving Operation Stonegarden funds are referred to SAA Information Bulletin 12-005 for additional information and guidance.

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[1] Go to the following link for general rules for Per Diem expenses:
http://www.gsa.gov/portal/ext/public/site/FTR/file/Chapter301p011.html/category/21868/#wp1089939

If you have any questions regarding this guidance, please contact the THSSAA Grant Technician for your region.

Category	Acceptable Supporting Documentation and Other Key Documentation Reminders
General	• Submissions for reimbursement should be limited to ten (10) line items or less per reimbursement request submission. • Do not mix projects on a submission. • Do not combine and resubmit denied submissions. • Do not submit multiple reimbursement requests for the same invoice, unless they are for -different projects. • Omitting the proper supporting documentation will result in denial of the reimbursement request. • **If the Sub-grantee enters into an agreement with others using Federal Grant Funds, the Sub-grantee must ensure the other parties understand they are bound by the same documentation rules as the Sub-grantee.** • For all goods and services a receiving report or signature of the individual receiving the goods or services and date received must be reflected on the Purchase Order or invoice. For Procurement Card purchases Purchase Orders are not required to be submitted if Purchase Orders are not required by local rule for that type of purchase. • If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official or individual who signed the grant award documents stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity. Not using purchase orders or purchase agreements does not relieve the entity from ensuring vendors used are not on the Excluded Parties List (EPLS). • **Evidence of verification the vendor used was not on the debarred list must be obtained by printing the Excluded Parties List (EPLS) search results from https://www.SAM.gov prior to making the purchase or issuing a contract. The results must be submitted as part of the supporting documentation when requesting reimbursement or an advance for goods or services. This requirement applies to all reimbursement or advance request submitted to the Texas Homeland Security State Administrative Agency (THSSAA).** • Please submit your signed submission cover sheet and the supporting documentation by either scanning all documents into SPARS or by emailing the coversheet and supporting documentation to SAA_RR@txdps.state.tx.us or fax to 512. 206-3137. (Please note there is an underscore between SAA and RR.) If you only submit the Signed Submission Coversheet by email or fax, indicate on the coversheet that the supporting documentation was uploaded in SPARS • If you do not have scanning capabilities, you may fax your Signed Submission Cover sheet with the supporting documentation to (512) 206-3137 to the attention of your Grant Technician. • * Options other than the cancelled check: You may submit a copy of the non-negotiable bank instrument in lieu of a cancelled check, but it must be accompanied by the detailed general ledger or equivalent report showing payment to the vendor.
Salary	• Copy of the payroll journal for the period reimbursement is being requested, listing the individual's name, and rate of pay. The page should also be certified by the Payroll Officer. (Redact SSN) • For overtime, copies of timesheets and work schedules must be provided. • For new hires, a copy of the job description must be submitted with the first request for reimbursement that includes the new hire.
Travel	• As prescribed by UGMS and 44, CFR local travel rules apply if established. If not, the Federal guidelines shown on the GSA website apply. • Written travel authorization documenting approval by the local entity prior to commencement of the travel • Travel voucher with all supporting documents required by local travel rules (i.e., airline ticket, gasoline receipts, meal receipts, transportation receipts, lodging receipts, tips, and the written approval.) • Accounting ledger/budget report listing indicating payment. • Effective for travel commenced after July 20, 2012, lodging cost in excess of Federal Per-diem rates will not be reimbursed unless the local authority has approved the higher rate prior to commencement of travel. • All out-of-state travel must be pre-approved by the local elected official, or the elected officials' designee, prior to commencement. Foreign travel must be approved by SAA and DHS prior to commencement.
Supplies	• Three way match (invoice, purchase order, receiving report).The invoice should be stamped paid and reference to, either a check number, ach routing number, or the means of payment used, and date. • Copy of the cancelled check.* • If the three way match information is not available the following should be provided: - Accounting ledger/budget report/cancelled check - Invoice marked paid and signed by the receiving individual and that all items were received. - A copy of the credit card statement reflecting the purchase and the cancelled check paying the balance. * • If an order is made via the internet and payment is made by credit card, provide a copy of the internet receipt and the confirmation email.
Equipment	Must be preapproved by SAA prior to purchase.

	• The purchase order or contract used for procurement of equipment must provide a full description of the equipment item(s) • Any Interoperable equipment such as radio/repeaters/based stations/consolettes/towers must include the approval of the State Wide Interoperable Communications Officer (SWIC) • Ensure compliance with the Federal Environmental Planning and Historical Preservation (EHP) program before procurement. • The EPH forms can be downloaded from the FEMA website at: http://www.fema.gov.government/grant/bulletins/index/shtm
Contract Services	• The first reimbursement request must contain a copy of the signed contract and the verification of debarment. ♦ If subsequent contract amendments change the scope and/or the amount, the revised signed contract must be submitted for the first reimbursement request subsequent to the amended contract. • Copy of the cancelled check and the vendor invoice reflecting the contract number.* • If deliverables are required by the contract, the reimbursement request must identify the deliverable and the vendor invoice must specifically reflect the deliverable being invoiced. • Accounting ledger/budget report listing/cancelled check • All payments for contractual services must reflect a date within the grant performance period. If the invoice reflects services outside the performance period, reimbursement will be denied.
Conferences/ Workshops/ Training	• Copy of the registration form and training certificate Name of the conference or workkshop • Inclusive dates of the training/conference workshop • Location of the event • Name(s) of the attendee(s) • For payments made by credit card, a credit card statement reflecting the charge and a copy of the cancelled check or EFT reflecting the payment of the credit card statement.* • Backfill charges must have: -the name of the individual used as a backfill -a breakdown of the amount and how it was derived -documentation supporting this information • If training reservation is made via the internet and payment is made by credit card, provide a copy of the internet receipt and the confirmation email. The purchase order should also be provided.
Exercises	• Name, type of exercise and location • Certificate from exercise, if offered. If a certificate is not offered, a copy of the order to participate in the exercise • Accounting ledger/budget report with attendee's name

Operating Expenses	• Postage, printing, communications, rental software, etc. Use the Cost Reimbursement Form (CRF) and supporting documentation identifying each charge for which reimbursement is being requested. For salaries, copies of the timesheets and proof of payment must be submitted. All other costs must be supported with the same documentation identified in the supplies and equipment areas above. Direct charges for phones, office supplies, equipment, etc., that are easily identified and relating to the operation of the COG must be supported by invoices, proof of receipt, and proof of payment. Indirect cost, where the costs are allocated based on approved indirect cost plan should be supported by a copy of the General Ledger.
	• If requesting reimbursement for indirect cost, provide a copy of the approved Indirect Cost Plan. Only one copy of the plan is needed unless the basis of the costs changes. Afterwards, provide a copy of each year's approval letter with the rates.
For jurisdictions receiving Operation Stonegarden Funds, please refer also to THSSAA Information Bulletin 12-005	

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SAA Information Bulletin
No. 12-007
July 31, 2012

To: All Sub-recipients of Operation Stonegarden Grant Program Funds
From: Machelle Pharr, Deputy Assistant Director

Subject: Operation Stonegarden Grant Program

This information bulletin provides additional guidance in support of expenditures for which reimbursement is being requested under the Operation Stonegarden Grant Program. The content of this bulletin is effective July 31, 2012. This Information Bulletin supersedes TDEM-SAA Information Bulletin #15 issued January 11, 2010.

The Texas Homeland Security State Administrative Agency (THSSAA) is responsible for ensuring all expenditures, for which reimbursement is being requested, are reasonable, allowable and allocable. The THSSAA is guided by Office of Management and Budget (OMB) Circular A-87 in making this determination.

Chapter II, ATTACHMENT A, Section C paragraph 1.j of the Texas Uniform Grant Management Standards (UGMS) requires expenditures to be adequately documented. The reference states: "Documentation required may include, but is not limited to, travel records, time sheets, invoices, contracts, mileage records, billing records, telephone bills and other documentation that verifies the expenditure amount and appropriateness to the grant."

Operation Stonegarden Grant recipients are prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved by the appropriate U.S. Customs and Border Patrol (USCBP) Sector Representative, U.S. Customs and Border Patrol (CBP) Sector Headquarters (HQ), and the Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Grant Development and Administration Division (GD&A) Program Analyst.

In addition, Operation Stonegarden Grant Recipients must have submitted the expenditure request into SPARs and obtained THSSAA approval prior to purchase or incurring an expense.

Sub-grantees are reminded that Operation Orders do not carry forward to a new grant. Each Operations Order is specific to the award and award year of the grant.

The U. S. Department of Homeland Security states that Operation Stonegarden funds may be used:

- to activate reserve State, local and Tribal law enforcement personnel
- to pay current part time law enforcement personnel salary bringing them to full time status
- for travel, per-diem and lodging to support up to a six (6) month deployment of law enforcement personnel to critical Southwest Border locations to support operational activities
- for fuel and/or fuel mileage reimbursement cap for operational activities
- for backfill costs for personnel supporting operational activities are allowable
- to support a request to the Governor to activate, deploy or redeploy specialized National GuardUnits/Packages and/or elements of State law enforcement to increase or augment Specialized/technical law enforcement elements operational activities
- to increase operational, material and technological readiness of State, local and Tribal law enforcement agencies.

However, prior to expending any OPSG funds, these categories must be included on an operations order that has been reviewed and approved by the appropriate USCBP Sector Representative, CBP Sector Headquarters (HQ), and the FEMA/GPD&A Program Analyst.

Sub-recipients are reminded that under FEMA grant guidance, no more than 50% of the amount of the award may be used for personnel costs (which includes, but is not limited to: overtime, backfill, and increasing capability by utilizing part-time and/or reserve law enforcement to support OPSG operational activities). This requirement may be waived at the discretion of the FEMA Administrator on a case by case basis, after receipt of a written request. The format for a waiver request can be found in Grant Programs Directorate Information Bulletin No. 321, dated July 09, 2009.

Payroll cost related to Operation Stonegarden funding is limited to operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for increased border security enhancement; cost of bringing part-time employees up to full time; or, cost associated with backfill for personnel supporting operational activities. Overtime hours are determined based on the local jurisdictions written overtime policy. That policy must be applied consistently across all funding sources whether they are Federal, State or local. If the jurisdiction indicates they are using the Fair Labor Standards Act (FLSA) or Department of Labor rules for their overtime policy, those rules will be applied to the overtime hours reported in the reimbursement request. For overtime calculated under the FLSA, paid leave is not allowable in the calculation of overtime, including comp time. For sub-recipients that have an Interlocal Cooperative Agreement, a Memorandum of Understanding or any other form of contract with other jurisdictions, the overtime policies of the sub-recipient receiving the award from the THSSAA is the controlling factor in determining calculation of overtime. The jurisdictions entering into the interposal agreement will be reimbursed based on the awarded sub-recipients overtime policy.

Request for reimbursement of payroll cost must be supported by timesheets, and proof of payment to the employee. **Request for reimbursement of overtime, backfill or cost of bringing part-time employees up to full time, shall only be for positions specifically identified in the operations order.** Copies of the payroll journal certified by the Payroll Officer or Chief Financial Officer must be included for each payroll reimbursement request submitted. Payroll reimbursements should be submitted monthly based on the ending date of the payroll period. For consistency, we have provided a form for use in submitting payroll reimbursement requests. Use of this form and

submission of the proper supporting documentation will facilitate timely reimbursement. Submission of multiple months on the same request will result in the denial of the request. The request will be returned and a separate reimbursement request must be submitted for each month included on the original request.

Unless otherwise authorized by FEMA/DHS, jurisdictions may not claim both mileage and fuel/vehicle maintenance at the same time. Mileage reimbursement is designed to include the costs for vehicle maintenance. If fuel is claimed, then vehicle maintenance may also be claimed. However, you cannot claim fuel and maintenance in addition to mileage. Note that on any operations order, (1) mileage must be listed as a budget item by itself, but not fuel and vehicle maintenance OR (2) fuel and vehicle maintenance can be listed as budget items, but not mileage. The AEL codes for these categories, when submitting expenditure requests are as follows:

(21OS-01-MILE) Mileage reimbursement for select operational expenses
(21OS-01-FLSG) Fuel reimbursement for select operational expenses
(21OS-01-MRSG) Reimbursement for select operational expenses associated with maintenance of Stonegarden operational vehicles

Mileage reimbursements should be submitted monthly on the appropriate form. For consistency, we have attached a form to be used for mileage claims.

Local governments receiving a grant from the THSSAA are responsible for ensuring all subcontractors are aware of and follow all grant requirements.

For reimbursement of equipment, the equipment must be included in the budget narrative submitted to Customs and Border Patrol and Department of Homeland Security included on the approved Operations Order.

The THSSAA recognizes there may be limitations in the procurement processes used by some entities. If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official, or individual who signed the grant award documents, stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity.

Documentation submitted in support of the reimbursement request must be in accordance with THSSAA Information Bulletin 11-005 (Revised July 2012).

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SAA Information Bulletin
No. 15-001
November 5, 2014

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

From: Garry Jones
Deputy Assistant Director

Subject: Allowability and Clarification of Weapons and Weapons Accessories

Effective Date: November 5, 2014

Purpose: This information bulletin provides clarification as to what is considered allowable and unallowable in regards to weapons and weapons accessories for sub-recipients of Homeland Security Grant Program (HSGP) funds seeking reimbursement from the Texas Homeland Security State Administrative Agency (THSSAA).

Scope: This information bulletin applies to all entities submitting expenditures that are partially or entirely funded with Homeland Security Grant Program funds.

Guidance: "Per FEMA policy, the purchase of weapons and weapons accessories is not allowed with HSGP funds" *(e.g. see the 2014 Homeland Security Grant Program Funding Opportunity Announcement – Unallowable Costs (page 57)*. However, accessories that are commonly associated with them may be allowable. The following general guidelines are used to determine allowability:

1. Is the item designed to be a lethal or less lethal weapon?
2. Is the item designed to be attached to a lethal or less lethal weapon?
3. Is the item's primary use to enhance the lethality of a weapon?
4. How will the item be used?

Determination Examples:

1. The City of X would like to purchase night vision and subject designator devices for their SWAT Team. They request the following equipment:

    A. Weapon Mounted Night Vision Device
    B. Omega Night Vision Binoculars
    C. Weapon Mounted LED Mini Integrated Pointing Illumination Module

    Items A and C would be unallowable because they are designed to attach to a weapon and enhance the lethality. However, item B would be allowable because it does not attach to a weapon nor enhance the lethality of the weapon.

2. The City of Z would like to outfit their SWAT Team with new body armor and accessories. The pouches are planned to be purchased separately in order to customize the vests for their specific needs. They request the following:

    A. Armored Vest and Plate Carrier
    B. Level IV Hard Armor Plate
    C. Large Utility Pouch
    D. Medical Pouch MOLLE
    E. Radio Pouch
    F. Double Mag Pouch
    G. 2 Point Padded Sling

    Items F and G are unallowable. Item F because it holds the ammunition and therefore enhances the lethality of the weapon and item G is unallowable because it is designed to attach to a weapon and item. The other items are allowable.

Additional Allowability Examples and Restrictions:

1. If you are planning on using a device that can attach to a weapon in a detached mode only, it is still unallowable. An example would be if you are purchasing a spotting scope that attaches to a rifle but you are attaching it to a gun stock that has no trigger mechanism, it is still unallowable.
2. If you purchase a device (e.g. night vision) that can be attached to any rifle accessory (e.g. rifle scope) it would also be unallowable.
3. Some weapons related trainings are not allowable:
    a. Weapon specific training (e.g. sharp shooter/sniper training)
    b. Training where live rounds are being used will be reviewed on a case by case basis by the SAA for allowability. *(also see #7 below)*
    c. Training that is not FEMA approved.
    d. Basic law enforcement training (e.g. law enforcement academy training or other routine training for law enforcement officers)
4. Most weapons and weapon accessories are restricted and may only be purchased for a NIMS typed team. Refer to the Responders Knowledge Base (RKB) under the Allowable Equipment List (AEL) Codes for more information.
5. Some equipment may require additional prior approval by FEMA on a case by case basis (e.g. simunitions, specialized training devices, training, etc.).
6. **All expenditure requests must have THSSAA approval *prior to purchase*.**
7. ***No ammunition* will be purchased with HSGP funding for any reason.**

General Allowability Chart:
This chart is just a reference and not all inclusive. If there is an item not listed and/or you have questions about an Item, please call your Grant Coordinator for assistance.

Item Name	Allowable	Unallowable	Reason(s) 1. Weapons mountable 2. Enhances the lethality 3. Weapon/Less lethal Weapon
Armor Plate	X		
Armored Vest	X		
Batons		X	3
Binoculars	X		
Bi-pods and Tri-pods (Non Weapon Mounted)	X		
Bi-pods and Tri-pods (Weapon/Rail Mounted)		X	1
Energetic Materials (explosive materials)	The SAA will review on a case by case basic and will follow FEMA's Policy #FP 104-008-207-1 on Energetic Materials for bomb squad training only. (Policy Link)		

Item Name	Allowable	Unallowable	Reason(s) 1. Weapons mountable 2. Enhances the lethality 3. Weapon/Less lethal Weapon
Flashbangs/Grenades		X	3
Gun Racks		X	1,2
Guns		X	3
Holsters (Gun or Taser)		X	1,2
Laser Pointing Device (Non Weapon Mounted)	X		
Laser Pointing Device (Weapon/Rail Mounted)		X	1,2
Laser Range Finders (Non Weapon Mounted)	X		
Laser Range Finders (Weapon/Rail Mounted)		X	1,2
Long Range Acoustic Device (LRAD)	LRAD's will be reviewed on a case by case basis by the SAA. ***NOTE:*** *The SAA may require the sub-grantee to submit a certification indicating the device will not be used as a less lethal weapon.*		
Night Vision Binoculars	X		
Night Vision Device (Non Weapon Mounted)	X		
Night Vision Device (Weapon/Rail Mounted)		X	1,2
Night Vision Scopes (Non Weapon Mounted)	X		
Night Vision Scopes (Weapon/Rail Mounted)		X	1,2
Pintle Mounts		X	1,2
Plate Carrier	X		
Pointing Illumination Module - Flashlight (Non Weapon Mounted)	X		
Pointing Illumination Module - Flashlight (Weapon/Rail Mounted)		X	1,2
Pointing Laser Module (Non Weapon Mounted)	X		
Pointing Laser Module (Weapon/Rail Mounted)		X	1,2
Pouch - Radio	X		
Pouches - Flashlight	X		
Pouches - Mag		X	2
Pouches - Medical	X		
Pouches - Utility	X		
Slings (Non Weapon Mounted)	X		
Slings (Weapon Mounted)		X	1,2
Spotting Scopes (Non Weapon Mountable)	X		
Spotting Scopes (Weapon/Rail Mounted)		X	1,2
Tasers		X	3
Thermal Scopes (Non Weapon Mountable)	X		
Thermal Scopes (Weapon/Rail Mountable)		X	1,2
Thermal Vision Device (Non Weapon Mounted)	X		
Thermal Vision Device (Weapon/Rail Mounted)		X	1,2
Training - FBI Bomb squad (FEMA approved)	X		
Training - SWAT Sniper		X	2
Other Less lethal Weapons		X	1,2

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THSSAA Information Bulletin
No. 15-002,
April 2, 2015

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: Garry Jones
Deputy Assistant Director
Texas Homeland Security State Administrative Agency (THSSAA)

Subject: Use, Disposition, Pass-through and Loan of HSGP Funded Equipment

Attachment: (1) SF-428, SF-428c, and SF-428s Forms
(2) Equipment Pass-Through Form
(3) Equipment Loan Form

Purpose:

This Information Bulletin clarifies the use of and process to dispose of, pass-through or loan grant purchased equipment and replaces THSSAA Information Bulletin #3 issued August 31, 2006 and THSSAA Information Bulletin #11-001 issued March 2, 2011. This will apply to all Homeland Security grant-funded equipment that is either noted as a capital asset or a controlled asset per THSSAA Information Bulletin# 12-004.

In some cases sub-recipients are required to request disposition instructions for equipment acquired with grant funds (acquired equipment) when original or replacement equipment is no longer needed for the original program or for other activities currently or previously supported by a Federal agency. Sub-recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the Federal government.

Sub-recipients may pass-through equipment procured with grant funds to a project participant to carry out grant-funded activities.

Sub-recipients may temporarily loan equipment procured with grant funds to a governmental or non-governmental entity to carry out or support grant-related activities.

Definitions:

Acquired Equipment – Equipment purchased with grant funds.

Fair Market Value – An estimate of the market value of a property, based on what a knowledgeable, willing, and unpressured buyer would probably pay to a knowledgeable, willing, and unpressured seller in the market. An estimate of fair market value may be founded either on precedent or extrapolation.

Passed-through Equipment – Equipment procured by a sub-recipient on behalf of a project participant or equipment purchased by a project participant and reimbursed by a sub-recipient to carry out a grant-funded project.

Project Participant – an entity participating in a grant-funded program that purchases or is reimbursed for equipment or other services as a direct result of their relationship with a sub-recipient in an effort to carry out grant-funded activities.

Receiving Entity – The recipient of passed-through or loaned assets.

Sub-recipient – an entity that receives a sub-award from the Texas Homeland Security State Administrative Agency to carry out all or part of a grant-funded program.

Written Appraisal – A report or document stating, based on an educated and professional opinion, the Fair Market Value of an asset.

Equipment Use

Per 44CFR § 13.32 (c), grant-funded equipment shall be used by the sub-recipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal funds.

When no longer needed for the original program, the equipment may be used in other activities currently or previously supported under a federal grant or sub-grant.

Passed-through Equipment

Acquired equipment may be passed-through from a sub-recipient to a project participant to carry out grant-funded activities under the following conditions:

- A memorandum of understanding (MOU) exists between the sub-recipient and the project participant (see section below for MOU requirements).
- The project participant must meet the same THSSAA eligibility criteria as the sub-recipient (see http://www.txdps.state.tx.us/director_staff/saa/documents/genHSGPEligInstr.pdf for general eligibility requirements). It is the responsibility of the sub-recipient to verify the eligibility of the project participant. The sub-recipient may be required to refund the cost of any equipment purchased with grant funds if it is determined that the project participant did not meet all eligibility requirements.
- The sub-recipient is responsible for notating on their inventory log, at a minimum, the following information for each passed-through equipment item:
    - A description of the asset

- A serial number or other identification number (Should match serial number or ID number recorded on project participant's inventory log.)
- The location of the equipment
  - The location may be referenced as the project participant's jurisdiction
  - A notation and the date that the equipment item was passed-through to a project participant

  Example Location Entry: Pass Through to Sample County on 1/15/15

- The sub-recipient must maintain, at a minimum, the above referenced information on their inventory list until notification is received from the project participant that the equipment has been properly disposed of.
- The project participant becomes responsible for any aspects of the asset including inventory control, disposition, and complying with all grant requirements as noted in the MOU.

The corresponding THSSAA Passed-through Equipment Form must be completed under all conditions for all controlled or capital assets as defined by THSSAA IB 12-004. A copy of the THSSAA form must be retained by both parties.

Loaned Equipment

Acquired equipment may be temporarily loaned to a governmental or non-governmental entity to carry out or support grant-related activities under the following conditions:

- A memorandum of understanding (MOU) exists between the sub-recipient and the receiving entity (see section below for MOU requirements).
- The receiving entity of loaned equipment must meet the same THSSAA eligibility criteria as the sub-recipient see http://www.txdps.state.tx.us/director_staff/saa/documents/genHSGPEligInstr.pdf for general eligibility requirements). It is the responsibility of the sub-recipient to verify the eligibility of the receiving entity.
- Equipment is loaned for a temporary time period for the purpose of a recent or immediate upcoming event. There is no intention by the sub-recipient to have the receiving entity keep the equipment.
- The sub-recipient retains responsibility for all aspects of the asset, including inventory control, disposition and complying with all grant requirements.

Some governmental entities in the State of Texas find it necessary in the furtherance of their Emergency Operations Plan to loan equipment to non-governmental responding entities. Some examples would be: school districts, not for profit organizations, volunteer fire departments, etc. In consultation with the Department of Homeland Security, following are additional eligibility requirements for loans to non-governmental entities:

- The non-governmental entity must be an emergency response or public safety agency.
- The sub-recipient in receipt of Homeland Security grant funded equipment must determine the non-governmental entity is included in the Emergency Operations Plan of a governmental jurisdiction. This plan must meet and be maintained at no less than the intermediate preparedness level required for HSGP grant eligibility and be on file with the Texas Division of Emergency Management (TDEM).

- The non-governmental entity must comply with HSPD-5, Management of Domestic Incidents, the adoption of the National Incident Management System (NIMS), a requirement to receive Federal preparedness assistance through grants, contracts, and other activities.
- It is allowable for a NIMS compliant organization to purchase equipment which is then used by others via a Memorandum of Understanding. Such an arrangement would be appropriate when a governmental entity wants to ensure that its organizations, included in their Emergency Operations Plan, with fewer resources can still effectively respond. The receiving entity(ies) should have a plan indicating whether and/or how they address the NIMS recommendations for Non-governmental entities.

The corresponding THSSAA Equipment Loan Form must be completed under all conditions for all controlled or capital assets as defined by THSSAA IB 12-004. A copy of the THSSAA form must be retained by both parties.

Emergency Loan Conditions:

In the event of a time sensitive situation where time spent verifying eligibility may endanger life or property, equipment may be loaned for mutual aid immediately but for a period of **not more than 60 days** without the need to verify eligibility. The sub-recipient will complete the (Equipment Loan Form) and retain it in their files.

Example: A storm hits a small community and has knocked out power. Generators are needed to help power a local hospital. Time is of the essence and a jurisdiction would not need to verify eligibility before moving the equipment. The generator will only be needed for a few weeks until power is restored.

Memorandum of Understanding (MOU) for Passed-Through or Loaned Equipment:

A sub-recipient who passes-through or loans procured equipment to another eligible jurisdiction or non-governmental entity must develop and complete an MOU for all controlled and capital assets as defined in SAA IB# 12-004.

The MOU must include:

1. The basis of the agreement.
2. Signature and date of both parties.
3. Details of the equipment to include: Description, Control number, SER/VIN number, Model number, Acquisition date and Unit cost.
4. Responsible party for the care, custody, control, maintenance, disposition and use of the equipment including but not limited to:
    a. Inventory control of any equipment loaned to a non-governmental entity in accordance with THSSAA Policy and the Uniform Grant Management Standards.
    b. Maintaining any issued equipment in good working order.
    c. Ensuring the equipment is used only as allowable under the grant and in the furtherance of the Emergency Operations Plan.
    d. Ensuring the sub-recipient is notified when passed-through equipment is disposed of by a project participant.

The MOU must be retained by both the receiving entity and the sub-recipient.

Equipment Disposition – Approval Required

Approval to dispose of equipment with a current per unit fair market value (FMV) of $5,000 or more is required in the following circumstances:

- The original sub-grant from which the equipment was purchased is still open (active).
- Original or replacement equipment acquired under a sub-grant is lost, destroyed, or stolen and insurance proceeds to purchase or offset the cost of a replacement are available.
- Original or replacement equipment acquired under a closed grant or sub-grant is no longer needed for the original program or for other activities currently or previously supported by either the Federal awarding agency under which the equipment was originally procured or any another Federal agency.
- When original or replacement equipment is sold the awarding agency shall have a right to an amount calculated by multiplying the current FMV or proceeds from sale by the awarding agency's share of the equipment:

  (FMV) X THSSAA's percentage (%) share of the original equipment acquisition cost.

  Example 1: Equipment Purchased Using 100% Grant Funds
  Current fair market value (appraisal) = $6,300.
  Formula: $6,300 X 100% = $6,300
  THSSAA would be entitled to the full $6,300.

  Example 2: Equipment Partially Purchased with Grant Funds
  Current fair market value (appraisal) = $6,300
  Percent that grant funds contributed to original purchase: 75%
  Formula: $6,300 X 75% = $4,725
  THSSAA would be entitled to $4,725

Equipment Disposition - No Approval Required

A disposition request is NOT required if the grant-funded equipment meets any of the following conditions:

- The current per unit fair market value of the equipment is less than $5,000.
- It is being used by the program for which it was originally acquired, regardless of whether or not the program is still receiving federal grant funds.
- The original sub-grant under which the equipment was purchased is closed and it is being used by another program within the jurisdiction/agency, region, or state that has received federal grant funds.

When no longer needed for the original program, the equipment may be used in other activities currently or previously supported under a federal grant or sub-grant. Note: Disposing of equipment by transferring to other federally funded programs implies the equipment is no longer necessary within the original grant program. As a result, THSSAA may not consider funding requests for similar equipment purchases from a sub-recipient who has transferred equipment in this manner for a period of time similar to the typical useful life of the transferred equipment.

- First preference for other use shall be given to programs currently or previously supported by grants from the federal awarding agency that sponsored the grant under which the equipment was procured.

For example, if the equipment was procured under the federal Homeland Security Grant Program from the Department of Homeland Security, Federal Emergency Management Agency (FEMA), then first preference must be given to other programs funded by FEMA in the order referenced below:

- Sub-recipients should first **review needs within their jurisdiction/agency** to determine if any programs supported by FEMA could use the equipment.
- If no programs within the jurisdiction/agency need the equipment then sub-recipients should **consult with the COG/UASI to review needs** within the region.
- If no programs within the COG/UASI region need the equipment then sub-recipients should **consult with THSSAA** to determine if the equipment could be used within any TXDPS programs funded by FEMA or within a program located within another region of the state.

- Next preference for other use shall be given to programs currently or previously supported by any other federal awarding agency. This includes any program that has received federal funds through a grant or sub-grant from any federal agency. Consideration must be given to other programs that are receiving or have received federal funds in the same order referenced above.

The sub-recipient must document the disposition date on their equipment inventory log and maintain documentation supporting decisions allowing for equipment use based on the preferences listed above.

Equipment Disposition Request Procedure:

A Tangible Personal Property Report (SF-428), Disposition Request (SF- 428c), and Supplemental Sheet (SF-428s) are required to request disposition instructions or report disposition for equipment with a current per unit FMV of $5,000 or more. A written appraisal of FMV must be included with the forms.

- The sub-recipient or receiving entity of passed-through equipment must submit the forms and written appraisal to the THSSAA Monitoring Section at SAAMonitoring@dps.texas.gov.
- If applicable as noted in the grid below, THSSAA will forward the documents to FEMA for approval, denial or special instructions.
- If THSSAA or FEMA does not provide disposition instructions within 120 days, the sub-recipient or receiving entity of passed-through equipment may continue to use the equipment or dispose in accordance with the applicable property standards.
- THSSAA will notify the sub-recipient or receiving entity of passed-through equipment of THSSAA's or FEMA's decision.

Disposition Approval Matrix for Equipment Valued Over $5,000

Equipment Disposition Type	Active Grant	Closed Grant
Retain for Original Purpose	No Approval Required	No Approval Required
Use in Other Federally Funded Activity/Program	THSSAA Approval Only	No Approval Required
Use Insurance Proceeds to Replace Lost, Destroyed, or Stolen Equipment	THSSAA Approval Only	THSSAA Approval Only
Trade in or Sell to Offset Cost of Replacement Equipment	THSSAA Approval Only	THSSAA Approval Only
Sell Equipment w/ Federal Share of Proceeds Refunded	THSSAA/FEMA Approval	THSSAA/FEMA Approval
Use in Non-Federally Funded Activity/Program	THSSAA/FEMA Approval	THSSAA/FEMA Approval

For any questions not addressed here or about the SF-428 forms, contact THSSAA monitoring unit.

Texas Department of Public Safety
Texas Homeland Security State Administrative Agency
Homeland Security Grant Program
Passed-Through Property Record

Sub-recipient:

_____
Name of Organization

_____
Street/Mailing Address, City, County, Zip

_____
Printed Name and Title

_____ _____
Signature Date

Project Participant:

_____
Name of Organization

_____
Street/Mailing Address, City, County, Zip

_____
Printed Name and Title

_____ _____
Signature Date

This is to certify that the property described below was acquired through the expenditure of grant funds awarded to the above named Homeland Security Grant Program Sub-recipient. The Project Participant receiving the property certifies that they have knowledge of the laws, rules and regulations of Texas Homeland Security grants. The Project Participant further certifies that they agree to be bound by all the contract covenants and exhibits to the Sub-recipient's Agreement and any modifications or amendments to that agreement as if they were written here. The Sub-recipient and Project Participant further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Sub-recipient further certifies that the Project Participant has complied with all Texas Homeland Security State Administrative Agency eligibility requirements.

Property being passed-through

Item description: _____
Item Control Number: _____
Serial Number/VIN: _____
Model Number: _____
Acquisition Date: _____
Unit Cost: _____

This form is provided for the benefit of grant administration. TXDPS/THSSAA cannot advise Sub-recipients about the legality of any specific property that is passed-through. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.

THSSAA EQUIPMENT LOAN RECORD

ITEM CONTROL/SERIAL NUMBER	ITEM DESCRIPTION	ORIGINAL SUBRECIPIENT	ORIGINAL SUBRECIPIENT PERSONNEL NAME/SIGNATURE	DATE LOANED	RECEIVING ENTITY	RECEIVING PERSONNEL NAME/SIGNATURE

The subrecipient maintains responsibility for inspection and financial liability for loss or damage to grant funded assets. Subrecipients must exercise reasonable care to safeguard assets from negligence and abuse, while providing proper maintenance as required. It is the subrecipient's responsibility to complete the paperwork for the loan. Receiving entities acknowledge compliance with Texas Homeland Security State Administrative Agency grant and eligibility requirements as noted in the Sub-Recipient Agreement. It is the subrecipient's responsibility to ensure the receiving entity has met those eligibility requirements before loan of equipment. All equipment must be returned to the subrecipient for disposition.

EMERGENCY LOANS

In the event of a time sensitive situation where time spent verifying eligibility may endanger life or property, equipment may be loaned for mutual aid immediately but for a period of not more than 60 days without the need to verify eligibility. **Please provide a brief description of the nature of the event and why eligibility could not be verified:**

TANGIBLE PERSONAL PROPERTY REPORT
SF- 428

		Page	of Pages
1.Federal Agency and Organization Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned by Federal Agency	3a. DUNS	3b. EIN
4. Recipient Organization (Name and complete address including zip code)		5. Recipient Account or Identifying Number	
6. Attachment (Check applicable) ___ Annual Report (SF-428-A) ___ Final (Award Closeout) Report (SF-428-B) ___ Disposition Report/Request (SF-428-C)		7. Supplemental Sheet ___ Yes ___ No	
8. Comments			
9a. Typed or Printed Name and Title of Authorized Certifying Official		9c. Telephone *(area code, number, extension)*	
		9d. Email address	
9b. Signature of authorized Certifying Official		9e. Date report submitted *(Month, Day, Year)*	
		10. Agency use only	

Instructions for Tangible Personal Property Report: SF-428

The estimated annual public reporting burden for the collection of information on this form and its attachments is estimated to average 2.75 hours per respondent, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

This is a standard form to be used by awarding agencies to collect information related to tangible personal property (equipment and supplies) when required by a Federal financial assistance award. The form consists of the cover sheet (SF-428) and three attachments to be used as required: Annual Report, SF428-A; Final (Award Closeout) Report, SF-428-B; and a Disposition Request/Report, SF-428-C. A Supplemental Sheet, SF-428S, may be used to provide detailed individual item information.

A. General Instructions:

Tangible personal property means property of any kind, except real property, that has physical existence. It includes equipment and supplies. It does not include copyrights, patents or securities. For convenience, throughout this form and its attachments, the term property will be synonymous with tangible personal property. The terms equipment and supplies will be used when referring to specific requirements.

Property may be provided by the awarding agency or acquired by the recipient with award funds. Federally-owned property consists of items that were furnished by the Federal government.

Recipients of Federal assistance awards may be required to provide Federal awarding agencies with information concerning property in their custody annually, at award closeout or when the property is no longer needed. Specific requirements will vary based on award provisions, the type of property (equipment or supplies) and whether the property is Federally-owned. This reporting form and its attachments are intended to assist recipients to provide necessary information when it is required.

1. **Federal Agency and Organizational Element to Which Report is Submitted.** Enter the name of the Federal agency and the agency organization element identified in the award document or as otherwise instructed by the agency. The organizational element is a sub-agency within a Federal agency. For example, the Air Force Office of Scientific Research (AFOSR) is an organizational element within the Department of Defense.

2. **Federal Grant or Other Identifying Number Assigned by Federal Agency.** Enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award.

3a. **DUNS.** Enter the recipient organization's Data Universal Numbering System (DUNS) number or Central Contract Registry extended DUNS number. The DUNS number is also referred to as the Universal Identifier.

3b. **EIN.** Enter the recipient organization's Employer Identification Number (EIN) as assigned by the Internal Revenue Service.

4. **Recipient Organization.** Enter the name and complete address, including zip code, of the recipient organization.

5. **Recipient Account or Identifying Number.** Enter the account number or other identifying number assigned to the award by the recipient. This number is for the recipient's use and is not required by the Federal agency.

6. **Attachment.** Check the applicable line to indicate the type of attachment being submitted. Use the Annual Report, SF-428-A, when required to provide annual inventory listings of Federally-owned property. Use the Final Report, SF-428-B, when required to provide property information in connection with the closeout of an award. Use the Disposition Request/Report, SF-428-C, when required to request disposition instructions for or to report the disposal of Federally-owned property or acquired equipment, at any time other than award closeout (i.e., during the award period or after award closeout as long as the Federal government retains an interest in the item).

7. **Supplemental Sheet.** Check the applicable block to indicate whether a Supplemental Sheet is attached. Recipients may use the SF-428S or equivalent document such as a computer print out to provide required detailed individual item information.

8. **Comments.** Provide any explanations or additional information in this block. Attach additional sheets if necessary.

9a. **Typed or Printed Name and Title of Authorized Certifying Official.** Enter the full name and title of the recipient representative authorized to sign this report.
b. **Signature of Authorized Certifying Official**. Original signature of the recipient's authorized certifying official.
c. **Telephone.** Enter the telephone number of the individual listed in Line 9a.
d. **Email address.** Enter the email address of the individual listed in 9a.
e. **Date report submitted.** Enter the date the report is submitted to the Federal agency.

10. **Agency use only.** This section is reserved for Federal agency use only.

TANGIBLE PERSONAL PROPERTY REPORT
Supplemental Sheet SF-428S

Federal Grant or Other Identifying Number Assigned by Federal Awarding Agency (Block 2 of SF-428)	Attachment Type ___ Annual Report ___ Final (Award Closeout) Report ___ Disposition Request/Report	Page	Of Pages

Complete one row for each item:

	Award Number (a)	GP or ACQ (b)	Description of Item (c)	Identification Number (d)	Acq. Date (e)	Cond. Code (f)	Acq. Cost (g)	Disp. Req. (h)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Instructions for Tangible Personal Property Report: SF-428S

A. General Instructions

This is a standard form to be used by recipients to provide detailed individual item information in connection with required reports of tangible personal property under Federal assistance awards.

Federal Grant or Other Identifying Number Assigned by Federal Agency. Enter the Federal grant, cooperative agreement or other financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award. If the Supplemental Sheet is submitted in connection with a Consolidated Annual Report Attachment, leave blank and enter individual award numbers in Column (a) for each item.

Report Type. Indicate the type of report Attachment for which the individual item information is being provided.

a. **Award Number.** For Consolidated Annual Report Attachments, enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award. For all other Report Attachments (i.e., Individual Annual, Final, and Disposition Request/Report) leave blank.

b. **GP or ACQ.** Enter GP if the item is Federally-owned property. Note: Federally-owned property consists of items furnished by the Federal Government for use on the award identified in Block 1 or Column a. Enter ACQ if the item was acquired with award funds.

c. **Description of Item.** Provide a brief description of the item.

d. **Identification Number.** Enter the manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.

e. **Acq. Date.** Enter the date the item was acquired by the recipient. For items furnished by the Federal Government, enter the date received by the recipient.

f. **Cond. Code.** Enter the applicable condition code from the following list:

Code	Description
1	Excellent. Property that is in new condition or unused condition and can be used immediately without modification or repairs.
4	Usable. Property which shows some wear, but can be used without significant repair.
7	Repairable. Property which is unusable in its current condition but can be economically repaired.
X	Salvage. Property which has value in excess of its basic material content, but repair or rehabilitation is impractical and/or uneconomical.
S	Scrap. Property which has no value except for its basic material content.

g. **Acq. Cost.** Enter the item acquisition cost.

h. **Disp. Req.** Indicate the type of disposition requested for each item by entering the corresponding number from Block 2 of the Final Report Attachment or Block 1 of the Disposition Request/Report Attachment. However, it is not necessary to enter this information when requesting the same disposition for all items of Federally-owned property or the same disposition for all items of Acquired Equipment (the disposition request indicated in the applicable Block(s) of the Final Report Attachment or the Disposition Request/Report Attachment will be sufficient). Not required for Annual Report Attachments.

TANGIBLE PERSONAL PROPERTY REPORT
Disposition Request/Report SF-428- C

Federal Grant or Other Identifying Number Assigned by Federal Agency (Block 2 of SF-428)

1. **Request Disposition Instructions for**:	**For Agency Use Only**
a. **Federally-owned Property** *(Select one or more and attach Supplemental Sheet SF-428S or recipient equivalent)* (i) ___ Request Federal Agency disposition instructions (ii) ___ Other (Specify in Block 8 "Comments" or attach request)	Agency response to requested disposition of Federally owned property: (i) Recipient request approved___ denied ___. (ii) Dispose in accordance with attached instructions ___.
b. **Acquired Equipment with current fair market value of $5,000 or more** *(Select one or more and attach Supplemental Sheet SF-428S or recipient equivalent)* (i) ___ Request approval to trade-in or sell to offset costs of replacement equipment (ii) ___ Request Federal Agency disposition instructions	Agency response to requested disposition of acquired equipment: (i) Recipient request approved___ denied ___. (ii) Dispose in accordance with attached instructions ___.

Authorized Awarding Agency Official	
Signature:	Date:
Name:	Phone:
Title	Email

2. **Report Disposition by Sale or Retention**

a. ___ Retention of acquired equipment for use on non Federally supported projects

b. ___ Sale of acquired equipment

(Attach Supplemental Sheet SF-428S or recipient equivalent and complete worksheet below)

(i) Sale proceeds (or estimate of current fair market value)..... $_____

(ii) Percentage of Federal participation ..... _____%

(iii) Federal share ..... $_____

(iv) Selling and handling allowance ..... $_____

(v) **Amount remitted to the Federal Government**..... $_____

3. **Report Loss, Destruction or Theft of Federally-owned Property**

___ Loss, Destruction or Theft of Federally-owned property

(Attach Supplemental Sheet SF-428S or recipient equivalent and describe the circumstances in Block 4)

4. **Comments**

DISPOSITION REQUEST/REPORT ATTACHMENT TO TPR

Agency use only

Instructions for Disposition Request/Report: SF-428 Attachment C

A. General Instructions:

This Attachment is to be used by recipients when required to request disposition instructions or to report disposition of Federally-owned property or acquired equipment under Federal assistance awards at any time other than award closeout (i.e., during the award period or after closeout as long as the Federal government retains an interest in the item).

Recipients provided Federally-owned property for use under Federal assistance awards are required to request disposition instructions from the awarding agency when the Federally-owned property is no longer needed for the authorized purpose. Recipients may be required to request disposition instructions for equipment acquired with award funds (acquired equipment) when an item is no longer needed for use on Federally-sponsored activities. Recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the Federal government. This attachment is intended to assist recipients in providing appropriate information to the awarding agency. Note: If the Federal awarding agency has exercised statutory authority to vest title to acquired equipment in the recipient with no further obligation to the Federal government, you are not required to request disposition instructions or to report disposition (i.e., sale or retention for non Federal use) of those items of equipment.

Federal Grant or Other Identifying Number Assigned by Federal Agency. Enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award.

1. **Request Disposition Instructions for:** Use this section to request Federal awarding agency disposition instructions when required by the award provisions.

a. **Federally-owned Property.** Consists of items that were furnished by the Government. Check applicable blocks to indicate the requested Federal awarding agency action for items that are no longer needed for use on the award specified in Block 2.

(i) To request Federal agency disposition instructions.
(ii) To request a specific disposition, e.g., transfer to another award.

b. **Acquired Equipment with a current fair market value of $5,000 or more.** Note: Fair market value means the best estimate of the gross sales proceeds if the property were to be sold in a public sale. Check applicable blocks to indicate the requested Federal awarding agency action.

(i) To request approval to trade-in or sell to offset costs of replacement equipment.
(ii) To request Federal agency disposition instructions for equipment acquired with award funds.

2. **Report Disposition by Sale or Retention.** Use this section when required to compensate the Federal awarding agency for its interest in acquired equipment with a current fair market value of $5,000 or more that you have sold or retained for use on non Federally supported activities. Check applicable blocks to indicate the type of action being reported and complete the worksheet to calculate the amount of compensation due to the awarding agency for its interest in the equipment.

a. Retention of acquired equipment for use on non-Federally supported projects.
b. Sale of acquired equipment.

Worksheet

(i) Enter the total amount received if the equipment has been sold. Enter an estimate of the current fair market value if the equipment will be retained for use on non Federally funded projects.
(ii) Enter the percentage of Federal Government participation in the award under which the equipment was acquired.
(iii) Enter the dollar amount of sales proceeds (or estimate of current fair market value) multiplied by the percentage of Federal Government participation listed in (ii).
(iv) If the equipment was sold, enter the amount of selling and handling expenses. Enter zero if the equipment will be retained for use on non-Federally funded projects.
(v) Enter the amount of the Federal share in (iii) less the selling and handling expense listed in (iv). Indicate in Block 8 how the funds are being returned to the government. For example, attached check made out to the Awarding Agency/U.S. Treasury or electronic remission.

3. **Report Loss, Destruction or Theft of Federally-owned Property.** Use this section to notify the awarding agency. Check block to indicate that Federally-owned property has been lost, damaged or stolen, list the item(s) on SF-428S or recipient equivalent and describe the circumstances in Block 4.

4. **Comments.** Provide any explanations or additional information in this block. Attach additional sheets if necessary.

Agency use only. This section is reserved for Federal agency use only.

EXHIBIT “G”

Weekly Activity Report

HIDALGO COUNTY

Your Local Agency Name

OPERATION STONEGARDEN WEEKLY ACTIVITY REPORT

Date	Number of Officers worked	Hours worked (Shift)*	Location Worked	Outcome
7/13/2015	3	1800-0400	WEST- Citrus City Area	25 VEHICLE STOP, 8 CITATIONS, 17 WARNINGS
		SAMPLE		
Total	3			

EXHIBIT “H”

Daily Activity Report Summary and Detail

PLEASE TYPE IN YOUR CITY NAME
2014 OPERATION STONEGARDEN
GRANT #: EMW-2014-SS-00029

DAILY ACTIVITY REPORT SUMMARY

Date: _____ **Overtime Rate:**_____

Begining 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: _____

Officer (Print)_____ **Title:** _____ **I.D. #** _____

Officer (Sign)_____ **Title:** _____ **I.D. #** _____

Supervisor: _____ **Title:** _____ **I.D. #** _____

PLEASE TYPE IN YOUR CITY NAME

DAILY ACTIVITY REPORT DETAIL

OPSG 2014 Grant#: EMW-2014-SS-00029

PLEASE PRINT LEGIBLY

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

1.)

SECTOR	:00 PM - :00 AM, Officer 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:** _____

7/31/2015 11:58 AM

EXHIBIT "I"

Property Acquisition Form

EXHIBIT "I"

CITY NAME
2014 STONEGARDEN GRANT - PROPERTY ACQUISITION FORM
GRANT #EMW-2014-SS-00029

Description	Tag ID#	Serial or ID#	Source of Property	Title Owner	Acquisition Date	Cost	% of Federal/ State Participation in Cost of Property	Location	Use & Condition of Property	Disposal Date	Price Sold

To be submitted monthly with attached photos of all equipment showing ID tags.

STATE OF TEXAS §

COUNTY OF MISSION §

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

This Agreement is made and entered into this ___day of _____, 2015, by and between the County of Hidalgo, a political subdivision of the State of Texas (hereinafter referred to as "County") and the City of Mission, 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 $4,674,438.00 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 2014 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 2014 Sub-Recipient Award for Hidalgo County," (Sub-Recipient Agreement) dated May 7, 2015, 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 No. 12-003 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 $300,000.00 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 the 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 reimbursements pertaining to costs incurred or performances rendered that are not in compliance with 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 complete and execute a Passed-Through Property Record or Equipment Loan Record, as necessary, for each asset purchased with Grant funds, as required by State Administration Agency Bulletin 15-002 or its successor (**See Exhibit "F"**).

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 No. 12-004 or its successor (**See Exhibit "F")**. City shall conduct an annual physical inventory for all assets purchased with current and prior Grant funds and provide said information to County on an annual basis. The inventory identified on the Property Acquisition Form should include a complete and accurate listing of all equipment/assets including tag numbers, id numbers and serial numbers with photographs depicting same (**See Exhibit "I"**). City shall not use Grant funds for the purchase of weapons and weapons accessories in accordance with State Administrative Agency Bulletin No. 15-001 or its successor (**See Exhibit "F"**).

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 required for reimbursement of Grant funds from County. These include but not limited to the Cost Reimbursement Form and all supporting documentation **(See Exhibit "F")**, a Passed Through Property Record or Loan Record (with photographs and SAM.gov verification) **(See Exhibit "F")**, a Property Acquisition Form detailing a cumulative report of all property secured with Grant funds from the inception of the first Grant period (**See Exhibit "I")** and the Annual Inventory Control Requirement Form **(See Exhibit "F").** These reports must be submitted to County by **June 30th** of each year. City shall provide County with a weekly activity report (**See Exhibit "G"**). 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 No. 12-004 or its successor attached thereto.)

As noted above, all reports required for submission are as follows:

FORMS	**SUBMIT**
Eligibility Certification Form	Annually

Annual Inventory Control Requirement Form	Annually
Property Acquisition Form	Annually
Weekly Activity Report	Weekly
Agency Cost Reimbursement Request Form	With Reimbursement Request
Individual Reimbursement Request Form	With Reimbursement Request
Daily Activity Report Summary	With Reimbursement Request
Daily Activity Report Detail	With Reimbursement Request
Passed-Through Property Record Form	With Reimbursement Request
Disposition Request/Report SF-428- C Form	As needed upon asset disposal

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 delay or 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")**, Passed Through-Property Record Form **(See Exhibit "F"),** Copies of Invoices, and other related information whether or not requested by County on a monthly basis no later than the 15th of each month for the previous month. Each Cost Reimbursement Request shall be completed pursuant to the instructions and State Administration Agency Bulletin Nos. 11-005, 12-005, 15-001 and 15-002 (or their successors) 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 Sub-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. City shall be responsible for the care, maintenance, repair, custody, control, disposition and use of any asset purchased with Grant funds.

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 the responsible party for the care, maintenance and repair of same, as noted above. 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. City shall also complete a Disposition Request/Report Form SF-428-C as required by State Administration Agency Bulletin No. 15-002 **(See Exhibit "F")**.

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 none of its elected officials, officers, employees, consultants, or 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
302 W. University Dr.
Edinburg, TX 78539

If to City: City of Mission
1201 E. 8th St.
Mission, TX 78572

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 MISSION, TEXAS

_____
Norberto Salinas**,** Mayor

ATTEST

_____
Anna Carrillo, 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,
Ricardo Rodriguez, Jr.

By:_____
Josephine Ramirez Solis,
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”	Agency Cost Reimbursement Request Form and SAA Bulletins
• F-1:	Agency Cost Reimbursement Request
• F-2	Individual Reimbursement Form
• F-3	Cost Reimbursement Request Instructions
• F-4	SAA Information Bulletin 12-003
• F-5	SAA Information Bulletin 12-004
• F-6	Annual Inventory Control Requirement Form
• F-7	SAA Information Bulletin 11-005
• F-8	SAA Information Bulletin 12-005
• F-9	SAA Information Bulletin 12-007
• F-10	SAA Information Bulletin 15-001
• F-11	SAA Information Bulletin 15-002
Exhibit “G”	Weekly Activity Report
Exhibit “H”	Daily Activity Report Summary and Detail
Exhibit “I”	Property Acquisition Form

EXHIBIT "A"

Grant Terms and Conditions

U.S. Department of Homeland Security
Washington, DC 20472

FEMA

FY2014 OPSG COND Approval Texas – Hidalgo15-RGVRGV-11-001 V0

April 22, 2015

Arturo Mendez
Texas Homeland Security State Administrative Agency
PO Box 4087
Austin, TX 78773

Dear Mr. Mendez:

Please be advised that, based on the Department of Homeland Security, Federal Emergency Management Agency's (FEMA) Operation Stonegarden Grant Program (OPSG) guidelines and special conditions associated with this program, the below referenced Operations Order is *conditionally approved*:

Operations Order No: 15-RGVRGV-11-001 V0
Fiscal Year: 2014
Amount Approved: $4,674,438
Operations Order Dates: 10/1/2014 to 8/31/2016
Recipient: Hidalgo County, Texas

Pending approval of the Personnel Cap Waiver by the FEMA Administrator, Hidalgo County is authorized to spend up to, but must not exceed, 50 percent of the FY 2014 Operation Stonegarden allocation issued by FEMA. A subsequent approval letter will be issued for this Operations Order upon receipt of the FEMA Administrator's approval.

Expenditures from the Operations Order were reviewed and approved by FEMA and U.S. Customs and Border Protection/Border Patrol (CBP). These expenses will assist the County in conducting border centric, intelligence driven operations with the goal of reduction or elimination of threat, risk and vulnerability along our Nations' borders.

Please find the below special conditions associated with OPSG and retain this letter for your grant files. If you have any questions, please feel free to contact me at (202) 786-9668.

Sincerely,

Corey Walz

Corey Walz
Program Analyst
U.S. Department of Homeland Security
Federal Emergency Management Agency
Grant Programs Directorate

Cc: U.S. Customs and Border Protection/ Border Patrol

The following Special Conditions are associated with this Operation Stonegarden award:

1. Construction and construction-type activities are prohibited.
2. Lethal or less than lethal forces including, but not limited to: weapons, firearms, ammunition and tasers are prohibited.
3. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), the sum of all personnel related expenses shall not exceed 50% of the recipient's allocation without first obtaining a waiver from the FEMA Administrator.
4. All participating agencies shall monitor, review and track expenditures of OPSG funds under individual Operations Orders issued. Participating agencies shall not obligate, and/or encumber OPSG grant funds beyond the total of their allocation issued by FEMA.
5. The Operations Order has been reviewed and approved under the Environmental and Historic Preservation Program (EHP) guidelines as being categorically excluded from further EHP review.
6. Recipients must submit a letter of justification for all proposed vehicles or equipment items in excess of $100,000. This justification will be reviewed by CBP and FEMA.

Texas Department of Public Safety

2014 Sub-Recipient Award for Hidalgo County

1. General Award Information	Reference/Encumbrance No:	
Date of Award: May 7, 2015	Prepared By: Mendez, Arturo	3. SAA Award Number: 14-SR 48215-01

4. Sub-Recipient Name and Address

Judge Ramon Garcia
Hidalgo County
302 W. University
Edinburg, TX 78539

5. Federal Grant Information

Federal Grant Title: Homeland Security Grant Program (HSGP)
Operation Stonegarden (OPSG)

Federal Grant Award Number: EMW-2014-SS-00029

Federal Granting Agency: U.S. Department of Homeland Security(DHS)
Federal Emergency Management Agency (FEMA)

Date Federal Grant Awarded to TxDPS: August 6, 2014

CFDA: 97.067

6. Award Amount and Grant Breakdowns

OPSG

$4,674,438.00

Grant Period:	
From: Sep 1, 2014	To: Feb 28, 2016
(The SAA must receive all invoices by the end of grant period)	

7. Statutory Authority for Grant: The Department of Homeland Security Appropriations Act, 2014, (Public Law 113-76), and The Homeland Security Act of 2002 as amended (Public Law 107-296), (6 U.S.C. § 603).

8. Method of Payment: Primary method is reimbursement.

9. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors and principals are not debarred,suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not have active Exclusions listed at https://www.sam.gov/portal/public/SAM/

10. Agency Approvals

Approving TxDPS Official:

Garry Jones
Deputy Assistant Director
Texas Homeland Security
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:

Garry Jones

11. Sub-Recipient Acceptance

I have read, understood and agree to this Sub-Recipient Agreement consisting of this Award and the attached Terms and Conditions.

Print name and title of Authorized Sub-Recipient Official:

Ramon Garcia
Hidalgo County Judge

Signature of Sub-Recipient Official:

Ramon Garcia

Enter Employer Identification Number (EIN) or Federal Tax Identification Number:	DUNS Number:	Date Signed :
74-6000717	10-311-0834	5/19/15

DUE DATE: June 23, 2015 Signed Award with Terms and Conditions must be returned to SAA_SRA@dps.texas.gov on or before the due date.

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

2014 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.*

1. Grant Sub-recipient Agreement

This Grant Sub-recipient Agreement (consisting of this 2014 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 2014 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. HSGP funding shall be used for statutorily eligible 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. This program provides an integrated mechanism that builds and sustains core capabilities to support the Nation's Preparedness against terrorist attacks, major disasters, and other emergencies.

The FY 2014 Nonprofit Security Grant Program (NSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the NGP. NSGP provides funding support statutorily eligible costs to include 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. It is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, as well as State and local government agencies.

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.

2. Overview and Performance Standards

All allocations and use of funds under this Grant shall be in accordance with the FY 2014 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2014 FOA is incorporated by reference herein. **Sub-recipient shall read, understand and accept the FY 2014 Funding Opportunity Announcement as binding.**

A. 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"**

B. 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.**

3. 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 this Grant, 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.

4. 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) calendar 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.

5. 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.

6. 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 2014 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at http://www.fema.gov/media-library-data/1395161200285-5b07ed0456056217175fbdee28d2b06e/FY_2014_HSGP_FOA_Final.pdf and the Nonprofit Security Grant Program (NSGP), http://www.fema.gov/media-library-data/1396016700388-fb23d813b8df0d8eab995c8f27c1ac3e/FY_2014_NSGP_FOA_Final_Revised.pdf.

7. 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 14, 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.

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.

8. 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 Grant Adjustment Notice (GAN) to the jurisdiction.

9. State Requirements for Grants

Sub-recipient shall 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, Texas Uniform Grants Management Standards (UGMS) 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/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 this Grant to a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, unless the law enforcement agency requesting this Grant is in compliance with all rules developed by the Texas Commission on Law Enforcement (COLE) or TCOLE certifies that the requesting agency is in the process of achieving compliance with such rules.

2. Grant funds may not be awarded 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 by 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, which prohibits using any money or vehicle to support the candidacy of any person for office; influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose and 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, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and 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, which requires Sub-recipient to make every effort to attain key performance target levels associated with this Grant, 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, which requires that this Grant may only be expended if Sub-recipient timely completes and files its reports.

10. 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, or 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 and/or NSGP funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2014 HSGP or NSGP 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 Council of Government (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 Lone 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 calendar 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 the System for Award Management (SAM) at 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 information at least annually. Sub-recipient shall keep information current in the 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/dissem/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. 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.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 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 or NSGP 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. 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 awarded 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 awarded 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/grants/grant-programs-directorate-information-bulletins.

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. 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 equipment inventory record format at 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 statement: "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 use of 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, logos, crests, 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 (20th) calendar 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 Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency(August 11, 2000), requires federal agencies to issue guidance to recipients of federal financial assistance, assisting such organizations and entities in understanding their language access obligations. DHS published the required guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient of federal financial assistance can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at

https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited

and additional resources on 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 the interpretive guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B138942.

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 Grant ,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. SAFECOM. Sub-recipient shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications for awards under this Grant that provide emergency communication equipment and its related activities.

KK. Best Practices for Collection and Use of Personally Identifiable Information (PII).Sub-recipients who collect Personally Identifiable Information (PII) shall have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate. Sub-recipients may also find as a useful resource the DHS Privacy Impact Assessments: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf .

LL. Hotel and Motel Fire Safety Act of 1990. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), Sub-recipient shall ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

MM. False Claims Act and Program Fraud Civil Remedies. Sub-recipient shall comply with the requirements of 31 U.S.C. §3729 which sets forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. §3801-3812 which details the administrative remedies for false claims and statements made.

NN. Duplication of Benefits. State, Local and Tribal Sub-recipients shall comply with 2 C.F.R. Part §225, Appendix A, Paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

OO. Debarment and Suspension. Sub-recipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

PP. Non-Supplanting Requirement. Sub-recipient shall not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources for programs that prohibit supplanting by law. Where federal statutes for a particular program prohibit supplanting, Sub-recipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

11. 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 calendar 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/national-incident-management-system.

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/ResourceMngmnt.shtm#item3.

12. 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.

13. Audit

A. 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).

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

14. Retention and Accessibility of Records

A. 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 C.F.R. 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.

B. 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.

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

D. 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.

15. Legal Authority

A. 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.

B. 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.

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

16. 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.

17. 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.

18. 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.

19. Changes and Amendments

A. 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 this Grant. Any alteration, addition, or deletion to this Grant by Sub-recipient is not valid.

B. 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).

C. 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.

D. 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.

20. 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.

21. Venue

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

22. 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.

23. 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.

24. 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 or deny 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.

25. 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.

26. Closing of this 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 GAN to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 calendar 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 5/19/15
Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

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 Grant.

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 this Grant 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 Grant. "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 Principles 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 Grant.

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 5/19/15
Signature of Authorized Official Date

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 Grant.

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 this Grant 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 this Grant.

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 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 statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(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 Grant.

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 5/19/15
Signature of Authorized Official Date

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 subcontracts, 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-recipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
2. Have not within a three-year period preceding this Grant 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;
4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
5. Where Sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification)

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

G. Sub-recipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq. – which requires Sub-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, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Sub-recipient will 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 is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

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 Grant.

J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

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 5/19/15
Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

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 Principles 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. 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 5/19/15

Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.dps.texas.gov

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DEPUTY DIRECTORS

COMMISSION
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MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

September 18, 2014

The Honorable Ramon Garcia
Judge, Hidalgo County
302 West University Dr.
Edinburg, Texas 78539

Dear Judge Garcia:

I am pleased to inform you that the 2014 Homeland Security Grant Program (HSGP) award to Texas includes an Operation Stonegarden Grant (OPSG) allocation for Hidalgo County in the amount of $4,674,438. This letter is being sent to you as the grant point-of-contact (POC) for Hidalgo County.

DHS prohibits the Texas Homeland Security State Administrative Agency (THSSAA) from awarding OPSG funds until a Concept of Operations (CONOPS) plan and Tactical Operations Order with an imbedded budget has been reviewed, and DHS has issued an official approval notice for Hidalgo County.

Hidalgo County should 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 your Border Patrol Sector Representative (CBP) and the THSSAA by **October 31, 2014**. It is important that the required operational documents be submitted to CBP and THSSAA by this deadline. A timely submission will facilitate the 2014 OPSG review process and, upon approval, will allow your jurisdiction access to this funding for the support of your ongoing border security efforts.

If you have any questions regarding the FY 2014 OPSG grant program, please refer to the FY 2014 HSGP Funding Opportunity Announcement (FOA) or contact Arturo O. Mendez at 512-377-0022 (arturo.mendez@dps.texas.gov) or Pete H. Lara at 512-377-0025 (pete.lara@dps.texas.gov).

Sincerely,

Garry Jones

Garry Jones
Deputy Assistant Director
Texas Homeland Security State Administrative Agency

GJ:aom

EXHIBIT "B"

Summary of Grant Allocations by Phases

SUMMARY OF GRANT ALLOCATIONS BY PHASES
2014 OPERATION STONEGARDEN
GRANT #EMW-2014-SS-00029

Phase 1:	$3,106,844.73
Phase 2:	$1,567,593.27
Total:	**$4,674,438.00**

EXHIBIT "C"

Eligibility Certification Form

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

*** [illegible] submission** is a correction. ▼

Please provide the reference number for the form you are correcting:

*** Type of Organization**
County ▼

*** Region** See Map
21 - Lower Rio Grande Valley Development Council - LRGVDC ▼

*** County**
Hidalgo County ▼

*** Name of Jurisdiction/ Organization:**
Hidalgo County

Please follow these formatting examples for jurisdictions

Counties:
Tejas County

City / Town / Village: (Name First)
Mockingbird, City of
Travis, Village of
Harris, Town of

COG / Region:
Big Texas Council of Governments

*** Zip Code (Principle Administration Location)**
78539

*** DUNS Number:**
103110834

Every Sub-recipient must have a DUNS number and active registration in SAM prior to submitting an application for Federal funding. Sub-recipients may verify if they have a DUNS number and/or may obtain a DUNS number via http://fedgov.dnb.com/webform/index.jsp or by calling (866) 705-5711. To ensure your SAM registration will be active at the time of award, please review and update your registration if needed (www.sam.gov). Sub-recipients are required to keep their SAM registration current, accurate, and complete throughout the grant performance period (2 CFR 25). Additional information regarding this item can be found in the Instructions Document under Item V.

* Indicates Response Required

Save Partial Work Next >>

ACTIVE

sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Progress: 11% Complete

This question is about **you**, the person submitting the information at this moment, through this web page.

*** Please describe your role for the Subgrantee.**

I'm the Authorized/Elected Official or Chief Financial Officer ◉ I'm someone else

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 22% Complete

Authorized Official

As part of verification, a ***correct*** email address for the Authorized official is required. Upon successful submission, a confirmation email will be sent to the Authorized official, who ***MUST APPROVE*** this eligibility form submission.

This replaces the signature page from past eligibiliity processes.

EMCs, EMS, Fire, Police, and Sheriff personnel **ARE NOT Authorized Official**. Only **Chief elected official**, **chief executive** and/or **chief financial officers** may be listed.

*** Authorized Official Title**

Judge ▼

*** Authorized Official First Name**

Ramon

*** Authorized Official Last Name**

Garcia

*** Authorized Official Email Address**

ramon.garcia@co.hidalgo.tx.us

*** Phone Number**

956-318-2600

*** Re-Confirm Email**

ramon.garcia@co.hidalgo.tx.us

NOTE: It's important to provide valid contact information for the authorized official. If you are a designee for the Authorized Official, you must indicate this in the next screen. You can then provide contact details to ensure the SAA can communicate with you if follow-up is necessary. Authorized Officials may also elect to provide information for their designee.

* Indicates Response Required

<< Previous Save Partial Work Next >>

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 33% Complete

Submitter / Point-of-Contact Information:

Upon [illegible]ion of this fo[illegible]a confirmation copy will be forwarded to the authorized official and regio[illegible]. The SAA [illegible] contact the submitter first if there are any follow-up questions.

*** What best d[illegible]ines th[illegible]Submit[illegible]/ Point-of-Contact role?**

Police/Fire/EMS Staff[illegible]

[redacted]

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 44% Complete

I. National Incident Management System (NIMS)

*** NIMS**

Please certify to one of the NIMS statements below.

A) My jurisdiction has adopted and implemented NIMS and is compliant with all NIMS objectives (FY2005-FY2009). Reference: NIMS Implementation Chart

B) My jurisdiction has adopted and implemented NIMS, BUT is not fully compliant with all NIMS implementation objectives.

- a) Is Compliant
- b) Is Not Fully Compliant

Please review the FY 2014 Texas NIMS Implementation Reporting Tool information page for additional guidance on this requirement.

If you have not submitted a 2014 NIMS report, you must complete this step to be eligible.

If you have additional questions, please contact your PPG.

II. EMERGENCY MANAGEMENT PLANS (INTERMEDIATE LEVEL)

*** Emergency Management Plans: Please certify to one of the following statements.**

A. My jurisdiction has its own emergency management plan that *currently* meets the state preparedness standards at the Intermediate Level on file with the Texas Division of Emergency Management (TDEM).

B. My jurisdiction is a legally established member of an inter-jurisdictional emergency management program that has a plan that *currently* meets the state preparedness standards at the Intermediate Level on file with TDEM.

C. 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. *

- (●) a) Has Plan That Meets Requirements
- ( ) b) Member of Plan That Meets Requirements
- ( ) c) Not Required

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 56% Complete

II. OMB CIRCULAR A-133 SINGLE AUDIT

*** A-133 Reporting: My jurisdiction's/organization's fiscal year (FY) end for 2014 was (choose one):**

a) August 31, 2014 (Reporting Package is due 30 days after completion or May 31, 2014, whichever is sooner)

b) September 30, 2014 (Reporting Package is due 30 days after completion or June 30, 2014, whichever is sooner)

c) December 31, 2014 (Reporting Package is due 30 days after completion or September 30, 2014, whichever is sooner)

d) Other

- ○ a) August 31, 2014
- ○ b) September 30, 2014
- ◉ c) December 31, 2014
- ○ d) Other

A-133 AUDIT SATEMENT

*** A-133: Please certify to one of the A-133 Audit Statement below:**

a) I certify my jurisdiction/organization did not expend over $500,000 in Federal or State funding during FY2014 so no A-133 audit was necessary or obtained.

b) I certify my jurisdiction/organization expended over $500,000 in Federal or State funding in FY 2013 and that the required reporting package has been/will be provided 1) to the Texas Department of Public Safety (TXDPS) and 2) to the Federal Clearinghouse.

- ○ a) Did not expend over $500,000
- ◉ b) Did expend over $500,000

IV. TEXAS REGIONAL RESPONSE NETWORK (TRRN)

*** Texas TRRN: (Reference: TRRN Site)**

My jurisdiction/organization is registered with the Texas Regional Response Network (TRRN) and;

a) My jurisdiction has entered all deployable equipment with a cost of $5,000 or more purchased with Homeland Security Grant funds into the TRRN.

b) My jurisdiction does not have any deployable equipment with a cost of $5,000 or more purchased with Homeland Security Grant funds.

(•) a) Has entered all deployable equipment

( ) b) Does not have any deployable equipment

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 67% Complete

V. FFATA, DUNS, and CCR

FFATA Certification

Certification of Recipient Highly Compensated Officers – the Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (THSSAA) to report the name and total compensation of each of the five most highly compensated officers (a.k.a. position of each subrecipient organization for the most recently completed fiscal years preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below:

*** In the subrecipient's preceding completed fiscal year, did the subrecipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?**

○ Yes ◉ No

*** Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?**

◉ Yes ○ No

*** DUNS, & CCR: I certify my jurisdiction/organization has entered all required information, into the System for Award Management (SAM) and has an active registration status with no "Active Exclusion Records". Reference: SAM.gov**

◉ Yes

○ I cannot certify to this statement

VI. CRIMINAL HISTORY DISPOSITION REPORTING

(If Applicable)

*** CRIMINAL HISTORY DISPOSITION REPORTING:**

Current Report listed: 2015 HSGP Security Grant Information Page

For grant year 2015 federal funds, the criminal history reporting eligibility requirement will be applied to all SHSP sub-recipients. Only entities within a county that have met the 90% completeness rates by August 1, 2015 will be eligible for these THSSAA awards issued on or after September 1, 2015. This section DOES NOT APPLY to NSGP, OPSG, or UASI applicants.

Please select to certify to one of the criminal history disposition reporting statements:

a) My County has documented a 90% average disposition completeness rate for adult arrests and a 90% average disposition completeness rate for juvenile arrests under calendar years 2009-2013 as required by Chapter 60, Texas Code of Criminal Procedure.

b) My County does NOT currently have a documented 90% average disposition completeness rate for adult arrests and a 90% average disposition completeness rate for juvenile arrests under calendar years 2009-2013, but county intends to attain the required averages by August 1, 2015. I understand that sub-recipients within the County will not be Eligible for 2015 SHSP funds if the required averages are not achieved by the August 1, 2015 deadline.

- (●) a) 90% or above
- ( ) b) Below 90%, intends to attain by 8/1/201
- ( ) c) COG Region
- ( ) d) Tribal Nation

* Indicates Response Required

<< Previous Save Partial Work Next

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 78% Complete

PRINT FOR YOUR OWN RECORDS

Submission Reference: **3448188**

Name of Jurisdiction/ Organization: **Hidalgo County**
DUNS Number: **103110634**
Type of Organization: **County**

Region: **21 - Lower Rio Grande Valley Development Council - LRGVDC**

Authorized Official Name: **Ramon Garcia** Title: **Judge**

****

I. National Incident Management System (NIMS)
a) Is Compliant

II. Emergency Management Plans:
a) Has Plan That Meets Requirements

III. OMB Circular A-133 Single Audit Certification
b) Did expend over $500,000

IV. Texas Regional Response Network (TRRN):
a) Has entered all deployable equipment

V. DUNS, CCR & FFATA:
Yes

VI. Criminal History Disposition Reporting:
a) 90% or above

PRINT FOR YOUR OWN RECORDS

Print this page

<< Previous Save Partial Work Next >>

ACTIVE

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Progress: 89% Complete

Please submit to complete this eligibility submission form. You will receive confirmation email shortly.

An email will also be sent to the Authorized Official for review and approval of this submission. You will also receive an email that cofirms when submission has been approved.

Sample

☑ Please email the Authorized Official updates if available. The SAA will use [redacted]

☑ Please email the POC updates if available. The SAA will use [redacted]

<< Previous Save Partial Work Submit

ACTIVE

BACK TO DPS SAA Page

Texas Homeland Security

State Administrative Agency

Sample

Your submission for Hidalgo County has been sent.

Thank you!

The Authorized Official and POC (if indicated) should receive a confirmation email shortly, and a copy was automatically forwarded to your COG (if requested).

Please note that if all required documentation was not uploaded, it must be forwarded as soon as possible. The submission method indicated for this session was: **[pipe:34]**

If not uploaded please email to saa@dps.texas.gov; or fax to 512-206-3137.

Please provide this reference [redacted] in any correspondence relating to this submission. You may also submit a request for assistance if you have an issue.

Submit a new form

Richard Ozuna

From: form_engine@fs30.formsite.com on behalf of donotreply@dps.texas.gov [form_engine@fs30.formsite.com]

Sent: Tuesday, April 21, 2015 4:01 PM

To: [redacted]

Subject: 2015 Eligibility for: Hidalgo County - Received - [redacted]

Dear POC,

This email is confirmation that the Texas Homeland Security - State Administrative Agency is in receipt of **Hidalgo County** 2015 Eligibility Form.

If this form was submitted by someone other than the authorized official, a copy will be automatically forwarded to the authorized official (listed below). They will need to complete one final step to certify this submission.

Authorized Official: [redacted]

We strongly advise that you contact the authorized official to ensure they are aware of the importance of responding to this confirmation email. A link is listed in the message, and they must follow it to finish the eligibility submission process.

We are inlcuding an attached copy of the responses for your records. A copy will be automatically forwared to your region if it has been requested.

If you have any 2015 Eligibility Questions please submit a support request and we will follow up with you ASAP. Please reference form [redacted] in any correspondence to the SAA. Direct replies this email will not be received.

Regards,

THSSAA

Auto-Notification: Conf Email to POC

Reference #	[redacted]
This submission *	is a correction.
Please provide the reference number for the form you are correcting:	[redacted]
Type *	County
Region See Map *	21 - Lower Rio Grande Valley

Sample

	Development Council - LRGVDC
County *	Hidalgo County
Subgrantee *	Hidalgo County
Zip Code (Principle Administration Location) *	78539
DUNS Number: *	103110834
Please describe your role for the Subgrantee. *	I'm someone else
Authorized Official Title *	Judge
Authorized Official First Name *	[redacted]
Authorized Official Last Name *	
Authorized Official Email Address	
Phone Number *	956-318-2600
What best defines the Subgrantee / Point of Contact role? *	Police/Fire/EMS Staff
First Name *	[redacted]
Last Name *	
Title *	
Organization: *	Hidalgo County Sheriff's Office
POC Email Address *	[redacted]
Phone Number *	956-936-02[redacted]
NIMS Cert *	a) Is Compliant
EM Plans Cert *	a) Has Plan that Meets Requirements
A-133 Reporting Date *	c) December 31, [redacted]
A-133 Cert *	b) Did expend over $500,000
TRRN Cert *	a) Has entered all deployable equipment
In the subrecipient's preceding completed fiscal year, did the subrecipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and	No

Sample

subcontracts), loans, grants (and subgrants) and cooperative agreements? *	
Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986? *	Yes
DUNS-CCR-FF[illegible]A [illegible] *	Yes
Criminal Hist [illegible]t *	a) 90% or above

Sample

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 2014
MISSION POLICE DEPARTMENT

	ORIGINAL BUDGET		1ST	2ND
Overtime	144,469.49		72,234.75	72,234.74
Fringe Benefits	28,041.51		14,020.76	14,020.75
Vehicle Maintenance				
Equipment Maintenance				
Equipment				
One (1) Fully equipped police vehicle				
(Fully Equipped)	60,445.00		60,445.00	
Four (4) Off-Road ATV's @ 10,500.00ea			42,000.00	
	42,000.00			
Two (2) Enclosed trailers			11,000.00	
to carry Atvs @ 5500.00 ea	11,000.00			
Four (4) full face helmets @ 155.00 ea.			620.00	
	620.00			
Three (3) glove sets @ 40.00 ea.			120.00	
	120.00			
Four (4) goggles @ 50.00 ea.			200.00	
	200.00			
Fuel Cost				
Mileage	13,104.00		6,552.00	6,552.00
Other				
Travel				
TOTALS	**300,000.00**		**207,192.51**	**92,807.49**
FRINGE BENEFITS BREAKDOWN:				
FICA - 7.65%	11,051.92		5,525.96	5,525.96
Retirement - 7.92%	11,441.96		5,720.98	5,720.98
Unemployment Comp.	-		-	-
Workers' Comp. - 3.84%	5,547.63		2,773.82	2,773.81
TOTAL FRINGE BENEFITS	**28,041.51**		**14,020.76**	**14,020.75**

EXHIBIT “F”

Agency Cost Reimbursement Request Form and SAA Bulletins

HIDALGO COUNTY
Operation Stonegarden FY 14
Agency Cost Reimbursement Request
TAB A - Signature Page

Applicant name:	
Project Title:	**2014 Operation Stonegarden**
Type of Reimbursement	
Date Submitted	
Reimbursement Period Start date:	
Reimbursement Period End date:	
Grant Year	**2014**

Point of Contact:

Name	
Title	
Organization	
Email	
Telephone	
Fax	

Certification Authority:

Name	
Title	
Organization	
Email	
Telephone	
Fax	

Certification AuthoritySignature

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.

YOUR CITY NAME HERE
2014 OPERATION STONEGARDEN
OPSG 2014 Reimbursement Form (Individual)

GRANT #: EMW-2014-SS-00029

EMPLOYEE'S NAME	TITLE	HOURLY RATE

EMPLOYEE'S I.D. NUMBER

DATE	DESCRIPTION OF ASSIGNMENT	HOURS WORKED

(A) TOTAL HOURS WORKED	
(B) OVERTIME RATE	
(A*B) TOTAL COMPENSATION	
FICA	
RETIREMENT	
WORKER'S COMP	
UNEMPLOYMENT	
TOTAL REIMBURSABLE COSTS	

This is true and correct and to the best of my knowledge

EMPLOYEE (Print Name)	EMPLOYEE SIGNATURE

SUPERVISOR	CHIEF ADMINISTRATOR

5/21/2015 11:14 AM

Cost Reimbursement
Request Instructions

1) The participating Police Department shall submit a Cost Reimbursement Request due on or before the 15th 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) Summit 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). 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 January 30, 2016.

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.dps.texas.gov

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

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

SAA Information Bulletin
No. 12-003
June 29, 2012
(REVISED) August 2, 2013

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: Machelle Pharr
Deputy Assistant Director

Subject: Federal Debarment and the Excluded Parties List System

Effective Date: August 2, 2013

Purpose

In an effort to provide assurance to the Federal Government that the State of Texas and its sub-recipients comply with Federal Executive Order12549, 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 https://www.SAM.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 Subrecipents 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 (https://www.SAM.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, 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 ELPS system prior to procuring or entering into contract(s) for any goods/services.

Each jurisdiction is required to include the EPLS verification with reimbursement or advance requests submitted after August 26, 2013 as part of the supporting documentation.

Example Policy:

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

Procedures for Documentation

Each subrecipient must be able to provide evidence that the debarment status of vendors has been verified before funds have been committed for a purchase or contract to the vendor. For purposes of HSGP reimbursements and advances a screen print of the SAM.Gov page indicating the vendor is not debarred provides that evidence.

Example Procedures:

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

1. Go to the EPLS Website (https://www.SAM.Gov).
2. The County/City Purchaser or their agent will search the EPLS system for the vendor.
3. If the vendor is found to be debarred, the vendor may not be used for procurements utilizing Homeland Security Grant Funds.
4. If the vendor is found not be debarred, print the screen page and retain with the procurement documentation.
5. A copy of the screen print indicating the vendor is not debarred, at the time of the procurement, must be included with the supporting documentation submitted to the Texas Homeland Security State Administrative Agency requesting reimbursement or advance.

SAA Monitoring

During monitoring and reviews, subrecipients must be able to provide proof of a written policy requiring verification of debarment status. Records of vendors verified 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.

*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.**

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SAA Information Bulletin
12-004
May 24, 2012
Revised
April 8, 2014

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

From: Machelle Pharr
Deputy Assistant Director

Subject: Tagging and Inventory Requirements for Homeland Security Funded Equipment

Purpose: This information bulletin replaces GDEM-SAA Information Bulletin (IB) No. 2, dated August 10, 2006. This IB takes effect as of the revised date listed above. 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 - personal property costing $5,000.00 or greater per-unit and having an estimated useful life of greater than one year.

Controlled Asset - 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	Authority
• Stereo Systems	(UGMS, SPA)
• Cameras including Still, Digital, and Video	(UGMS, SPA, THSSAA)
• Facsimile Machines	(UGMS)
• TVs, VCRs, DVRs, and DVD Players	(UGMS, SPA)
• Cellular and Portable Telephones	(UGMS, THSSAA)
• Desktop CPU – Apple and non Apple	(SPA, THSSAA)
• Portable CPU – Apple and non Apple-including Tablet Devices	(SPA, THSSAA)
• Printer – Portable and non portable	(SPA,THSSAA)
• Data Projectors	(THSSAA)
• GPS Devices	(THSSAA)
• Communications Equipment	(THSSAA)
• Hand Held and Vehicle Mounted Radios	(THSSAA)

- Hand Held Imaging Units (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). All sub-recipients must comply with the following Equipment Management guidance:

Equipment Inventory Requirements

Asset records must be maintained and a physical inventory and reconciliation of Homeland Security grant funded assets must be accomplished at a minimum of once every two years as required by grant guidance. THSSAA requires sub recipients to track and record all required grant-funded Capital Assets and Controlled Assets in an inventory system. All assets acquired by the jurisdiction including capital and controlled (regardless of age) are to remain on the jurisdiction's inventory until final disposition has occurred.

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: "Bear 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 maker 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)

Annual Inventory Control Requirement

All sub recipients that have Homeland Security assets that have not been disposed of and carried on their inventory system, are required to complete an annual inventory control certification form. The form provides for certification that the jurisdiction has completed a full physical inventory and reconciliation of Homeland Security assets within the past two years. The form must be submitted and received at the THSSAA by **June 30th** each year. You must initial all four components and complete the fifth component to be fully compliant.

Jurisdictions who fail to submit the form by the due date are deemed non-compliant and subject to suspension as outlined in 44 CFR § 13.43(a) (1)-(4) and will result in holding of reimbursements until the certification form is received.

The inventory certification form is located at:
http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm

Forms can be submitted either by fax to: 512-206-3137 or e-mail to: saamonitoring@dps.texas.gov.

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

ANNUAL INVENTORY CONTROL REQUIREMENT

Name of Jurisdiction:	Date:

INSTRUCTIONS: Please initial on the left to certify each of the following statements. All four sections must be certified to be fully compliant. Please return completed document by June 30 to THSSAA monitoring at:
Fax-512-206-3137 or email SAAmonitoring@dps.texas.gov

I. Controlled and Capital Assets Acknowledgement

Initial here to certify: _____	My jurisdiction has listed all required homeland security grant funded assets on our local inventory in accordance with THSSAA information Bulletin No. 12-004. http://www.txdps.state.tx.us/director_staff/saa/documents/saa12-004.pdf

II. Tagging of Grant Funded Assets

Initial here to certify: _____	My jurisdiction has tagged all Homeland Security grant funded assets in accordance with THSSAA Information Bulletin No. 12-004 including the name of the jurisdiction and a unique identifying number.

III. Equipment Inventory Requirements

Initial here to certify: _____	My jurisdiction maintains a physical inventory of Homeland Security grant funded assets and captures the following information for all equipment in accordance with THSSAA Information Bulletin 12-004. A. Description of the asset B. Serial number or other identification number C. Source of the asset D. Who holds the title E. Acquisition date F. Cost of the asset G. Percentage of federal participation in the cost of the asset H. Location I. Use J. Condition of the Asset K. Any ultimate disposition data including the date of disposal and sale price L. Control or Inventory Number (*Reference: A-133 Compliance supplemental, 44 CFR 13.32, UGMS*)

IV. PHYSICAL INVENTORY RECONCILIATION

Initial here to certify: _____	My jurisdiction has completed a full physical inventory and reconciliation of assets within the last 24 months in accordance with regulations. Our last physical inventory was conducted: _____

V. AUTHORIZED SIGNATURE(S)

Print Name of Jurisdiction/Organization	
Printed Name of Chief Elected Official, Chief Executive Officer, Or Chief Financial Officer	
Title (Judge, Mayor, ED, City Manager, CFO)	
Signature	
Date	

This form is located at: http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm

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SAA Information Bulletin
No. 11-005
June 2, 2011
REVISED August 2, 2013

To: All Councils of Government
All Texas State Homeland Security Grant Program Points of Contact
All Urban Area Security Initiative (UASI) Points of Contact

From: Machelle Pharr
Deputy Assistant Director

Subject: Supporting Documentation for Grant Expenditure Reimbursement Request

Effective Date: August 2, 2013

This information bulletin provides guidance as to what is considered acceptable documentation in support of expenditures for which reimbursement is requested. This revision supersedes revised SAA Information Bulletin 11-005 issued July 31, 2012. This Information Bulletin encompasses necessary supporting documentation to be submitted by sub-recipients of Homeland Security grant funds seeking reimbursement from the Texas Homeland Security State Administrative Agency (THSSAA) for grant-related expenditures.

All expenditure requests must have THSSAA approval prior to purchase. Requests for reimbursement should be submitted to the THSSAA at the earliest possible opportunity. This will allow for the THSSAA to draw down funds in a timely manner. All minimum supporting documentation requirements must be met when submitting expenses to the THSSAA for reimbursement. Omitting the proper supporting documentation will result in delay and possible denial of the reimbursement request. See the attached matrix for a list of documentation requirements.

Three Way Match: Generally Accepted Accounting Principles require that expenditures be properly supported. When assembling documents for payment of goods and services, the three way match rule should be followed. The three-way match requires an invoice, a purchase order and either a packing slip or a receiving report.

Three Way Match refers to the comparison of the quantities, price per unit, terms, etc. appearing on the vendor's invoice to the information on the purchase order, and to the quantities actually received.

> Chapter II, ATTACHMENT A, Section C paragraph 1.j.of the Uniform Grant Management Standards (UGMS) states: "Be adequately documented. Documentation required may include, but is not limited to, travel records, time sheets, invoices, contracts, mileage records, billing records, telephone bills and other documentation that verifies the expenditure amount and appropriateness to the grant."

To eliminate errors, the purchase order and packing slip (if provided by shipper) should be stamped as received, with the initials of the individual verifying the quantities received. If a receiving report is used, it should reference the Purchase Order number. The invoice should be matched to the packing slip and purchase order to ensure the quantities ordered were received and invoiced at the agreed upon price. The invoice should be notated to indicate it was paid, the date paid, and with a reference to a check number, Automated Clearing House (ACH) routing number, or other means of payment used.

Purchase Orders: The THSSAA recognizes there may be limitations in the procurement processes followed by some entities. If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official or individual who signed the grant award documents stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity.

Once this certification is received at the THSSAA, the entity must have a person sign and date invoices and indicate the item(s) were received. This is in place of matching the item(s) from the packing slip to a purchase order and invoice. When the reimbursement request is submitted to the THSSAA, a comment should be made in the Notes section of SPARs that this entity does not issue purchase orders and certification is on file with the THSSAA.

If the entity later begins issuing purchase orders or purchase agreements, they should notify the THSSAA and provide a copy of the local policies and procedures.

When contracts are being used in lieu of a Purchase Order, ensure the procurement process is accomplished in accordance with the Uniform Grant Management Standards Part III Subpart C.___.36; 44 CFR Ch 1 § 13.33 and § 13.36; and, any jurisdictional procurement policies.

Sub-grantees are also referred to THSSAA Information Bulletin No. 11 dated March 3, 2009 regarding Sole Source procurement requirements.

The three way match will work for purchases of most goods and services. However, contracts that include deliverables should be supported by certification the deliverable received complied with the contract specifications.

To ensure compliance with the Executive Order 12549 "Debarment and Suspension", any request for reimbursement or hardship advance must be supported by proof the vendor or contractor is not listed on the Excluded Parties List System (EPLS) prior to making the purchase or entering into a contract. To confirm the vendor is not on the list, the sub-recipient must print a copy of the search

results from the EPLS (https://www.SAM.gov/) and retain the results. The verification must be provided to the THSSAA as part of the supporting documentation when requesting reimbursement or an advance effective with any request submitted after August 23, 2013. This requirement is applicable to all procurements or contracts for goods or services related to Homeland Security Grants. See also SAA Information Bulletin 12-003.

Grant Matching Requirements. For grants that require proof of match, supporting documentation should contain sufficient detail to ensure Grant Coordinators can be assured the expenditure meets the match requirements. Grant guidance should be followed in determining allowability. If any questions arise, they should be directed to your Grant Coordinator.

Travel: Travel should be in accordance with the local travel policies of the employee's jurisdiction. If the jurisdiction does not have a written policy, then the Federal guidelines presented on the GSA website must be followed.[1]

In addition to the above, Travel expenditures require other special considerations and documentation.
Travel expenses must be supported by sufficient information to determine:

1. the travel was approved before commencement;
2. expenses incurred are allowable;
3. expenses above the generally allowed amounts were approved prior to commencing travel; and,
4. how the travel supports the grant.

For out-of-state travel, specific written approval is required from the Chief Elected Official/Chief Executive Officer or their properly designated representative. The information required of in-state travel is also required for out-of-state travel.

International travel requires specific written approval from the THSSAA and the Department of Homeland Security Program Directorate. Travel requests for international travel should be submitted in letter format with sufficient justification to ensure the necessity is clearly understood.

In all cases, any request for travel must be approved prior to commencement of the travel. Failure to obtain this approval may result in denial of the reimbursement.

Payroll Reimbursement: Reimbursement of payroll cost for backfill or overtime must be supported by timesheets and proof of payment to the employee. Copies of the payroll journal certified by the Payroll Officer or Chief Financial Officer may be submitted as proof of payment for payroll cost.

The attached table provides minimum supporting documentation requirements acceptable for submission to THSSAA for reimbursement.

In addition, jurisdictions receiving Operation Stonegarden funds are referred to SAA Information Bulletin 12-005 for additional information and guidance.

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[1] Go to the following link for general rules for Per Diem expenses:
http://www.gsa.gov/portal/ext/public/site/FTR/file/Chapter301p011.html/category/21868/#wp1089939

If you have any questions regarding this guidance, please contact the THSSAA Grant Technician for your region.

Category	Acceptable Supporting Documentation and Other Key Documentation Reminders
General	• Submissions for reimbursement should be limited to ten (10) line items or less per reimbursement request submission. • Do not mix projects on a submission. • Do not combine and resubmit denied submissions. • Do not submit multiple reimbursement requests for the same invoice, unless they are for -different projects. • Omitting the proper supporting documentation will result in denial of the reimbursement request. • **If the Sub-grantee enters into an agreement with others using Federal Grant Funds, the Sub-grantee must ensure the other parties understand they are bound by the same documentation rules as the Sub-grantee.** • For all goods and services a receiving report or signature of the individual receiving the goods or services and date received must be reflected on the Purchase Order or invoice. For Procurement Card purchases Purchase Orders are not required to be submitted if Purchase Orders are not required by local rule for that type of purchase. • If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official or individual who signed the grant award documents stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity. Not using purchase orders or purchase agreements does not relieve the entity from ensuring vendors used are not on the Excluded Parties List (EPLS). • **Evidence of verification the vendor used was not on the debarred list must be obtained by printing the Excluded Parties List (EPLS) search results from https://www.SAM.gov prior to making the purchase or issuing a contract. The results must be submitted as part of the supporting documentation when requesting reimbursement or an advance for goods or services. This requirement applies to all reimbursement or advance request submitted to the Texas Homeland Security State Administrative Agency (THSSAA).** • Please submit your signed submission cover sheet and the supporting documentation by either scanning all documents into SPARS or by emailing the coversheet and supporting documentation to SAA_RR@txdps.state.tx.us or fax to 512. 206-3137. (Please note there is an underscore between SAA and RR.) If you only submit the Signed Submission Coversheet by email or fax, indicate on the coversheet that the supporting documentation was uploaded in SPARS • If you do not have scanning capabilities, you may fax your Signed Submission Cover sheet with the supporting documentation to (512) 206-3137 to the attention of your Grant Technician. • * Options other than the cancelled check: You may submit a copy of the non-negotiable bank instrument in lieu of a cancelled check, but it must be accompanied by the detailed general ledger or equivalent report showing payment to the vendor.
Salary	• Copy of the payroll journal for the period reimbursement is being requested, listing the individual's name, and rate of pay. The page should also be certified by the Payroll Officer. (Redact SSN) • For overtime, copies of timesheets and work schedules must be provided. • For new hires, a copy of the job description must be submitted with the first request for reimbursement that includes the new hire.
Travel	• As prescribed by UGMS and 44, CFR local travel rules apply if established. If not, the Federal guidelines shown on the GSA website apply. • Written travel authorization documenting approval by the local entity prior to commencement of the travel • Travel voucher with all supporting documents required by local travel rules (i.e., airline ticket, gasoline receipts, meal receipts, transportation receipts, lodging receipts, tips, and the written approval.) • Accounting ledger/budget report listing indicating payment. • Effective for travel commenced after July 20, 2012, lodging cost in excess of Federal Per-diem rates will not be reimbursed unless the local authority has approved the higher rate prior to commencement of travel. • All out-of-state travel must be pre-approved by the local elected official, or the elected officials' designee, prior to commencement. Foreign travel must be approved by SAA and DHS prior to commencement.
Supplies	• Three way match (invoice, purchase order, receiving report).The invoice should be stamped paid and reference to, either a check number, ach routing number, or the means of payment used, and date. • Copy of the cancelled check.* • If the three way match information is not available the following should be provided: - Accounting ledger/budget report/cancelled check - Invoice marked paid and signed by the receiving individual and that all items were received. - A copy of the credit card statement reflecting the purchase and the cancelled check paying the balance. * • If an order is made via the internet and payment is made by credit card, provide a copy of the internet receipt and the confirmation email.
Equipment	Must be preapproved by SAA prior to purchase.

	• The purchase order or contract used for procurement of equipment must provide a full description of the equipment item(s) • Any Interoperable equipment such as radio/repeaters/based stations/consolettes/towers must include the approval of the State Wide Interoperable Communications Officer (SWIC) • Ensure compliance with the Federal Environmental Planning and Historical Preservation (EHP) program before procurement. • The EPH forms can be downloaded from the FEMA website at: http://www.fema.gov.government/grant/bulletins/index/shtm
Contract Services	• The first reimbursement request must contain a copy of the signed contract and the verification of debarment. ♦ If subsequent contract amendments change the scope and/or the amount, the revised signed contract must be submitted for the first reimbursement request subsequent to the amended contract. • Copy of the cancelled check and the vendor invoice reflecting the contract number.* • If deliverables are required by the contract, the reimbursement request must identify the deliverable and the vendor invoice must specifically reflect the deliverable being invoiced. • Accounting ledger/budget report listing/cancelled check • All payments for contractual services must reflect a date within the grant performance period. If the invoice reflects services outside the performance period, reimbursement will be denied.
Conferences/ Workshops/ Training	• Copy of the registration form and training certificate Name of the conference or workkshop • Inclusive dates of the training/conference workshop • Location of the event • Name(s) of the attendee(s) • For payments made by credit card, a credit card statement reflecting the charge and a copy of the cancelled check or EFT reflecting the payment of the credit card statement.* • Backfill charges must have: -the name of the individual used as a backfill -a breakdown of the amount and how it was derived -documentation supporting this information • If training reservation is made via the internet and payment is made by credit card, provide a copy of the internet receipt and the confirmation email. The purchase order should also be provided.
Exercises	• Name, type of exercise and location • Certificate from exercise, if offered. If a certificate is not offered, a copy of the order to participate in the exercise • Accounting ledger/budget report with attendee's name

Operating Expenses	• Postage, printing, communications, rental software, etc. Use the Cost Reimbursement Form (CRF) and supporting documentation identifying each charge for which reimbursement is being requested. For salaries, copies of the timesheets and proof of payment must be submitted. All other costs must be supported with the same documentation identified in the supplies and equipment areas above. Direct charges for phones, office supplies, equipment, etc., that are easily identified and relating to the operation of the COG must be supported by invoices, proof of receipt, and proof of payment. Indirect cost, where the costs are allocated based on approved indirect cost plan should be supported by a copy of the General Ledger.
	• If requesting reimbursement for indirect cost, provide a copy of the approved Indirect Cost Plan. Only one copy of the plan is needed unless the basis of the costs changes. Afterwards, provide a copy of each year's approval letter with the rates.
For jurisdictions receiving Operation Stonegarden Funds, please refer also to THSSAA Information Bulletin 12-005	

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SAA Information Bulletin
No. 12-007
July 31, 2012

To: All Sub-recipients of Operation Stonegarden Grant Program Funds
From: Machelle Pharr, Deputy Assistant Director

Subject: Operation Stonegarden Grant Program

This information bulletin provides additional guidance in support of expenditures for which reimbursement is being requested under the Operation Stonegarden Grant Program. The content of this bulletin is effective July 31, 2012. This Information Bulletin supersedes TDEM-SAA Information Bulletin #15 issued January 11, 2010.

The Texas Homeland Security State Administrative Agency (THSSAA) is responsible for ensuring all expenditures, for which reimbursement is being requested, are reasonable, allowable and allocable. The THSSAA is guided by Office of Management and Budget (OMB) Circular A-87 in making this determination.

Chapter II, ATTACHMENT A, Section C paragraph 1.j of the Texas Uniform Grant Management Standards (UGMS) requires expenditures to be adequately documented. The reference states: "Documentation required may include, but is not limited to, travel records, time sheets, invoices, contracts, mileage records, billing records, telephone bills and other documentation that verifies the expenditure amount and appropriateness to the grant."

Operation Stonegarden Grant recipients are prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved by the appropriate U.S. Customs and Border Patrol (USCBP) Sector Representative, U.S. Customs and Border Patrol (CBP) Sector Headquarters (HQ), and the Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Grant Development and Administration Division (GD&A) Program Analyst.

In addition, Operation Stonegarden Grant Recipients must have submitted the expenditure request into SPARs and obtained THSSAA approval prior to purchase or incurring an expense.

Sub-grantees are reminded that Operation Orders do not carry forward to a new grant. Each Operations Order is specific to the award and award year of the grant.

The U. S. Department of Homeland Security states that Operation Stonegarden funds may be used:

- to activate reserve State, local and Tribal law enforcement personnel
- to pay current part time law enforcement personnel salary bringing them to full time status
- for travel, per-diem and lodging to support up to a six (6) month deployment of law enforcement personnel to critical Southwest Border locations to support operational activities
- for fuel and/or fuel mileage reimbursement cap for operational activities
- for backfill costs for personnel supporting operational activities are allowable
- to support a request to the Governor to activate, deploy or redeploy specialized National GuardUnits/Packages and/or elements of State law enforcement to increase or augment Specialized/technical law enforcement elements operational activities
- to increase operational, material and technological readiness of State, local and Tribal law enforcement agencies.

However, prior to expending any OPSG funds, these categories must be included on an operations order that has been reviewed and approved by the appropriate USCBP Sector Representative, CBP Sector Headquarters (HQ), and the FEMA/GPD&A Program Analyst.

Sub-recipients are reminded that under FEMA grant guidance, no more than 50% of the amount of the award may be used for personnel costs (which includes, but is not limited to: overtime, backfill, and increasing capability by utilizing part-time and/or reserve law enforcement to support OPSG operational activities). This requirement may be waived at the discretion of the FEMA Administrator on a case by case basis, after receipt of a written request. The format for a waiver request can be found in Grant Programs Directorate Information Bulletin No. 321, dated July 09, 2009.

Payroll cost related to Operation Stonegarden funding is limited to operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for increased border security enhancement; cost of bringing part-time employees up to full time; or, cost associated with backfill for personnel supporting operational activities. Overtime hours are determined based on the local jurisdictions written overtime policy. That policy must be applied consistently across all funding sources whether they are Federal, State or local. If the jurisdiction indicates they are using the Fair Labor Standards Act (FLSA) or Department of Labor rules for their overtime policy, those rules will be applied to the overtime hours reported in the reimbursement request. For overtime calculated under the FLSA, paid leave is not allowable in the calculation of overtime, including comp time. For sub-recipients that have an Interlocal Cooperative Agreement, a Memorandum of Understanding or any other form of contract with other jurisdictions, the overtime policies of the sub-recipient receiving the award from the THSSAA is the controlling factor in determining calculation of overtime. The jurisdictions entering into the interposal agreement will be reimbursed based on the awarded sub-recipients overtime policy.

Request for reimbursement of payroll cost must be supported by timesheets, and proof of payment to the employee. **Request for reimbursement of overtime, backfill or cost of bringing part-time employees up to full time, shall only be for positions specifically identified in the operations order.** Copies of the payroll journal certified by the Payroll Officer or Chief Financial Officer must be included for each payroll reimbursement request submitted. Payroll reimbursements should be submitted monthly based on the ending date of the payroll period. For consistency, we have provided a form for use in submitting payroll reimbursement requests. Use of this form and

submission of the proper supporting documentation will facilitate timely reimbursement. Submission of multiple months on the same request will result in the denial of the request. The request will be returned and a separate reimbursement request must be submitted for each month included on the original request.

Unless otherwise authorized by FEMA/DHS, jurisdictions may not claim both mileage and fuel/vehicle maintenance at the same time. Mileage reimbursement is designed to include the costs for vehicle maintenance. If fuel is claimed, then vehicle maintenance may also be claimed. However, you cannot claim fuel and maintenance in addition to mileage. Note that on any operations order, (1) mileage must be listed as a budget item by itself, but not fuel and vehicle maintenance OR (2) fuel and vehicle maintenance can be listed as budget items, but not mileage. The AEL codes for these categories, when submitting expenditure requests are as follows:

(21OS-01-MILE) Mileage reimbursement for select operational expenses
(21OS-01-FLSG) Fuel reimbursement for select operational expenses
(21OS-01-MRSG) Reimbursement for select operational expenses associated with maintenance of Stonegarden operational vehicles

Mileage reimbursements should be submitted monthly on the appropriate form. For consistency, we have attached a form to be used for mileage claims.

Local governments receiving a grant from the THSSAA are responsible for ensuring all subcontractors are aware of and follow all grant requirements.

For reimbursement of equipment, the equipment must be included in the budget narrative submitted to Customs and Border Patrol and Department of Homeland Security included on the approved Operations Order.

The THSSAA recognizes there may be limitations in the procurement processes used by some entities. If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official, or individual who signed the grant award documents, stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity.

Documentation submitted in support of the reimbursement request must be in accordance with THSSAA Information Bulletin 11-005 (Revised July 2012).

TEXAS DEPARTMENT OF PUBLIC SAFETY

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SAA Information Bulletin
No. 15-001
November 5, 2014

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

From: Garry Jones
Deputy Assistant Director

Subject: Allowability and Clarification of Weapons and Weapons Accessories

Effective Date: November 5, 2014

Purpose: This information bulletin provides clarification as to what is considered allowable and unallowable in regards to weapons and weapons accessories for sub-recipients of Homeland Security Grant Program (HSGP) funds seeking reimbursement from the Texas Homeland Security State Administrative Agency (THSSAA).

Scope: This information bulletin applies to all entities submitting expenditures that are partially or entirely funded with Homeland Security Grant Program funds.

Guidance: "Per FEMA policy, the purchase of weapons and weapons accessories is not allowed with HSGP funds" *(e.g. see the 2014 Homeland Security Grant Program Funding Opportunity Announcement – Unallowable Costs (page 57)*. However, accessories that are commonly associated with them may be allowable. The following general guidelines are used to determine allowability:

1. Is the item designed to be a lethal or less lethal weapon?
2. Is the item designed to be attached to a lethal or less lethal weapon?
3. Is the item's primary use to enhance the lethality of a weapon?
4. How will the item be used?

Determination Examples:

1. The City of X would like to purchase night vision and subject designator devices for their SWAT Team. They request the following equipment:

    A. Weapon Mounted Night Vision Device
    B. Omega Night Vision Binoculars
    C. Weapon Mounted LED Mini Integrated Pointing Illumination Module

    Items A and C would be unallowable because they are designed to attach to a weapon and enhance the lethality. However, item B would be allowable because it does not attach to a weapon nor enhance the lethality of the weapon.

2. The City of Z would like to outfit their SWAT Team with new body armor and accessories. The pouches are planned to be purchased separately in order to customize the vests for their specific needs. They request the following:

    A. Armored Vest and Plate Carrier
    B. Level IV Hard Armor Plate
    C. Large Utility Pouch
    D. Medical Pouch MOLLE
    E. Radio Pouch
    F. Double Mag Pouch
    G. 2 Point Padded Sling

    Items F and G are unallowable. Item F because it holds the ammunition and therefore enhances the lethality of the weapon and item G is unallowable because it is designed to attach to a weapon and item. The other items are allowable.

Additional Allowability Examples and Restrictions:

1. If you are planning on using a device that can attach to a weapon in a detached mode only, it is still unallowable. An example would be if you are purchasing a spotting scope that attaches to a rifle but you are attaching it to a gun stock that has no trigger mechanism, it is still unallowable.
2. If you purchase a device (e.g. night vision) that can be attached to any rifle accessory (e.g. rifle scope) it would also be unallowable.
3. Some weapons related trainings are not allowable:
    a. Weapon specific training (e.g. sharp shooter/sniper training)
    b. Training where live rounds are being used will be reviewed on a case by case basis by the SAA for allowability. *(also see #7 below)*
    c. Training that is not FEMA approved.
    d. Basic law enforcement training (e.g. law enforcement academy training or other routine training for law enforcement officers)
4. Most weapons and weapon accessories are restricted and may only be purchased for a NIMS typed team. Refer to the Responders Knowledge Base (RKB) under the Allowable Equipment List (AEL) Codes for more information.
5. Some equipment may require additional prior approval by FEMA on a case by case basis (e.g. simunitions, specialized training devices, training, etc.).
6. **All expenditure requests must have THSSAA approval *prior to purchase*.**
7. ***No ammunition* will be purchased with HSGP funding for any reason.**

General Allowability Chart:
This chart is just a reference and not all inclusive. If there is an item not listed and/or you have questions about an Item, please call your Grant Coordinator for assistance.

Item Name	Allowable	Unallowable	Reason(s) 1. Weapons mountable 2. Enhances the lethality 3. Weapon/Less lethal Weapon
Armor Plate	X		
Armored Vest	X		
Batons		X	3
Binoculars	X		
Bi-pods and Tri-pods (Non Weapon Mounted)	X		
Bi-pods and Tri-pods (Weapon/Rail Mounted)		X	1
Energetic Materials (explosive materials)	The SAA will review on a case by case basic and will follow FEMA's Policy #FP 104-008-207-1 on Energetic Materials for bomb squad training only. (Policy Link)		

Item Name	Allowable	Unallowable	Reason(s) 1. Weapons mountable 2. Enhances the lethality 3. Weapon/Less lethal Weapon
Flashbangs/Grenades		X	3
Gun Racks		X	1,2
Guns		X	3
Holsters (Gun or Taser)		X	1,2
Laser Pointing Device (Non Weapon Mounted)	X		
Laser Pointing Device (Weapon/Rail Mounted)		X	1,2
Laser Range Finders (Non Weapon Mounted)	X		
Laser Range Finders (Weapon/Rail Mounted)		X	1,2
Long Range Acoustic Device (LRAD)	LRAD's will be reviewed on a case by case basis by the SAA. ***NOTE:*** *The SAA may require the sub-grantee to submit a certification indicating the device will not be used as a less lethal weapon.*		
Night Vision Binoculars	X		
Night Vision Device (Non Weapon Mounted)	X		
Night Vision Device (Weapon/Rail Mounted)		X	1,2
Night Vision Scopes (Non Weapon Mounted)	X		
Night Vision Scopes (Weapon/Rail Mounted)		X	1,2
Pintle Mounts		X	1,2
Plate Carrier	X		
Pointing Illumination Module - Flashlight (Non Weapon Mounted)	X		
Pointing Illumination Module - Flashlight (Weapon/Rail Mounted)		X	1,2
Pointing Laser Module (Non Weapon Mounted)	X		
Pointing Laser Module (Weapon/Rail Mounted)		X	1,2
Pouch - Radio	X		
Pouches - Flashlight	X		
Pouches - Mag		X	2
Pouches - Medical	X		
Pouches - Utility	X		
Slings (Non Weapon Mounted)	X		
Slings (Weapon Mounted)		X	1,2
Spotting Scopes (Non Weapon Mountable)	X		
Spotting Scopes (Weapon/Rail Mounted)		X	1,2
Tasers		X	3
Thermal Scopes (Non Weapon Mountable)	X		
Thermal Scopes (Weapon/Rail Mountable)		X	1,2
Thermal Vision Device (Non Weapon Mounted)	X		
Thermal Vision Device (Weapon/Rail Mounted)		X	1,2
Training - FBI Bomb squad (FEMA approved)	X		
Training - SWAT Sniper		X	2
Other Less lethal Weapons		X	1,2

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THSSAA Information Bulletin
No. 15-002,
April 2, 2015

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: Garry Jones
Deputy Assistant Director
Texas Homeland Security State Administrative Agency (THSSAA)

Subject: Use, Disposition, Pass-through and Loan of HSGP Funded Equipment

Attachment: (1) SF-428, SF-428c, and SF-428s Forms
(2) Equipment Pass-Through Form
(3) Equipment Loan Form

Purpose:

This Information Bulletin clarifies the use of and process to dispose of, pass-through or loan grant purchased equipment and replaces THSSAA Information Bulletin #3 issued August 31, 2006 and THSSAA Information Bulletin #11-001 issued March 2, 2011. This will apply to all Homeland Security grant-funded equipment that is either noted as a capital asset or a controlled asset per THSSAA Information Bulletin# 12-004.

In some cases sub-recipients are required to request disposition instructions for equipment acquired with grant funds (acquired equipment) when original or replacement equipment is no longer needed for the original program or for other activities currently or previously supported by a Federal agency. Sub-recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the Federal government.

Sub-recipients may pass-through equipment procured with grant funds to a project participant to carry out grant-funded activities.

Sub-recipients may temporarily loan equipment procured with grant funds to a governmental or non-governmental entity to carry out or support grant-related activities.

Definitions:

Acquired Equipment – Equipment purchased with grant funds.

Fair Market Value – An estimate of the market value of a property, based on what a knowledgeable, willing, and unpressured buyer would probably pay to a knowledgeable, willing, and unpressured seller in the market. An estimate of fair market value may be founded either on precedent or extrapolation.

Passed-through Equipment – Equipment procured by a sub-recipient on behalf of a project participant or equipment purchased by a project participant and reimbursed by a sub-recipient to carry out a grant-funded project.

Project Participant – an entity participating in a grant-funded program that purchases or is reimbursed for equipment or other services as a direct result of their relationship with a sub-recipient in an effort to carry out grant-funded activities.

Receiving Entity – The recipient of passed-through or loaned assets.

Sub-recipient – an entity that receives a sub-award from the Texas Homeland Security State Administrative Agency to carry out all or part of a grant-funded program.

Written Appraisal – A report or document stating, based on an educated and professional opinion, the Fair Market Value of an asset.

Equipment Use

Per 44CFR § 13.32 (c), grant-funded equipment shall be used by the sub-recipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal funds.

When no longer needed for the original program, the equipment may be used in other activities currently or previously supported under a federal grant or sub-grant.

Passed-through Equipment

Acquired equipment may be passed-through from a sub-recipient to a project participant to carry out grant-funded activities under the following conditions:

- A memorandum of understanding (MOU) exists between the sub-recipient and the project participant (see section below for MOU requirements).
- The project participant must meet the same THSSAA eligibility criteria as the sub-recipient (see http://www.txdps.state.tx.us/director_staff/saa/documents/genHSGPEligInstr.pdf for general eligibility requirements). It is the responsibility of the sub-recipient to verify the eligibility of the project participant. The sub-recipient may be required to refund the cost of any equipment purchased with grant funds if it is determined that the project participant did not meet all eligibility requirements.
- The sub-recipient is responsible for notating on their inventory log, at a minimum, the following information for each passed-through equipment item:
    - A description of the asset

- A serial number or other identification number (Should match serial number or ID number recorded on project participant's inventory log.)
- The location of the equipment
  - The location may be referenced as the project participant's jurisdiction
  - A notation and the date that the equipment item was passed-through to a project participant

  Example Location Entry: Pass Through to Sample County on 1/15/15

- The sub-recipient must maintain, at a minimum, the above referenced information on their inventory list until notification is received from the project participant that the equipment has been properly disposed of.
- The project participant becomes responsible for any aspects of the asset including inventory control, disposition, and complying with all grant requirements as noted in the MOU.

The corresponding THSSAA Passed-through Equipment Form must be completed under all conditions for all controlled or capital assets as defined by THSSAA IB 12-004. A copy of the THSSAA form must be retained by both parties.

Loaned Equipment

Acquired equipment may be temporarily loaned to a governmental or non-governmental entity to carry out or support grant-related activities under the following conditions:

- A memorandum of understanding (MOU) exists between the sub-recipient and the receiving entity (see section below for MOU requirements).
- The receiving entity of loaned equipment must meet the same THSSAA eligibility criteria as the sub-recipient see http://www.txdps.state.tx.us/director_staff/saa/documents/genHSGPEligInstr.pdf for general eligibility requirements). It is the responsibility of the sub-recipient to verify the eligibility of the receiving entity.
- Equipment is loaned for a temporary time period for the purpose of a recent or immediate upcoming event. There is no intention by the sub-recipient to have the receiving entity keep the equipment.
- The sub-recipient retains responsibility for all aspects of the asset, including inventory control, disposition and complying with all grant requirements.

Some governmental entities in the State of Texas find it necessary in the furtherance of their Emergency Operations Plan to loan equipment to non-governmental responding entities. Some examples would be: school districts, not for profit organizations, volunteer fire departments, etc. In consultation with the Department of Homeland Security, following are additional eligibility requirements for loans to non-governmental entities:

- The non-governmental entity must be an emergency response or public safety agency.
- The sub-recipient in receipt of Homeland Security grant funded equipment must determine the non-governmental entity is included in the Emergency Operations Plan of a governmental jurisdiction. This plan must meet and be maintained at no less than the intermediate preparedness level required for HSGP grant eligibility and be on file with the Texas Division of Emergency Management (TDEM).

- The non-governmental entity must comply with HSPD-5, Management of Domestic Incidents, the adoption of the National Incident Management System (NIMS), a requirement to receive Federal preparedness assistance through grants, contracts, and other activities.
- It is allowable for a NIMS compliant organization to purchase equipment which is then used by others via a Memorandum of Understanding. Such an arrangement would be appropriate when a governmental entity wants to ensure that its organizations, included in their Emergency Operations Plan, with fewer resources can still effectively respond. The receiving entity(ies) should have a plan indicating whether and/or how they address the NIMS recommendations for Non-governmental entities.

The corresponding THSSAA Equipment Loan Form must be completed under all conditions for all controlled or capital assets as defined by THSSAA IB 12-004. A copy of the THSSAA form must be retained by both parties.

Emergency Loan Conditions:

In the event of a time sensitive situation where time spent verifying eligibility may endanger life or property, equipment may be loaned for mutual aid immediately but for a period of **not more than 60 days** without the need to verify eligibility. The sub-recipient will complete the (Equipment Loan Form) and retain it in their files.

Example: A storm hits a small community and has knocked out power. Generators are needed to help power a local hospital. Time is of the essence and a jurisdiction would not need to verify eligibility before moving the equipment. The generator will only be needed for a few weeks until power is restored.

Memorandum of Understanding (MOU) for Passed-Through or Loaned Equipment:

A sub-recipient who passes-through or loans procured equipment to another eligible jurisdiction or non-governmental entity must develop and complete an MOU for all controlled and capital assets as defined in SAA IB# 12-004.

The MOU must include:

1. The basis of the agreement.
2. Signature and date of both parties.
3. Details of the equipment to include: Description, Control number, SER/VIN number, Model number, Acquisition date and Unit cost.
4. Responsible party for the care, custody, control, maintenance, disposition and use of the equipment including but not limited to:
    a. Inventory control of any equipment loaned to a non-governmental entity in accordance with THSSAA Policy and the Uniform Grant Management Standards.
    b. Maintaining any issued equipment in good working order.
    c. Ensuring the equipment is used only as allowable under the grant and in the furtherance of the Emergency Operations Plan.
    d. Ensuring the sub-recipient is notified when passed-through equipment is disposed of by a project participant.

The MOU must be retained by both the receiving entity and the sub-recipient.

Equipment Disposition – Approval Required

Approval to dispose of equipment with a current per unit fair market value (FMV) of $5,000 or more is required in the following circumstances:

- The original sub-grant from which the equipment was purchased is still open (active).
- Original or replacement equipment acquired under a sub-grant is lost, destroyed, or stolen and insurance proceeds to purchase or offset the cost of a replacement are available.
- Original or replacement equipment acquired under a closed grant or sub-grant is no longer needed for the original program or for other activities currently or previously supported by either the Federal awarding agency under which the equipment was originally procured or any another Federal agency.
- When original or replacement equipment is sold the awarding agency shall have a right to an amount calculated by multiplying the current FMV or proceeds from sale by the awarding agency's share of the equipment:

  (FMV) X THSSAA's percentage (%) share of the original equipment acquisition cost.

  Example 1: Equipment Purchased Using 100% Grant Funds
  Current fair market value (appraisal) = $6,300.
  Formula: $6,300 X 100% = $6,300
  THSSAA would be entitled to the full $6,300.

  Example 2: Equipment Partially Purchased with Grant Funds
  Current fair market value (appraisal) = $6,300
  Percent that grant funds contributed to original purchase: 75%
  Formula: $6,300 X 75% = $4,725
  THSSAA would be entitled to $4,725

Equipment Disposition - No Approval Required

A disposition request is NOT required if the grant-funded equipment meets any of the following conditions:

- The current per unit fair market value of the equipment is less than $5,000.
- It is being used by the program for which it was originally acquired, regardless of whether or not the program is still receiving federal grant funds.
- The original sub-grant under which the equipment was purchased is closed and it is being used by another program within the jurisdiction/agency, region, or state that has received federal grant funds.

When no longer needed for the original program, the equipment may be used in other activities currently or previously supported under a federal grant or sub-grant. Note: Disposing of equipment by transferring to other federally funded programs implies the equipment is no longer necessary within the original grant program. As a result, THSSAA may not consider funding requests for similar equipment purchases from a sub-recipient who has transferred equipment in this manner for a period of time similar to the typical useful life of the transferred equipment.

- First preference for other use shall be given to programs currently or previously supported by grants from the federal awarding agency that sponsored the grant under which the equipment was procured.

For example, if the equipment was procured under the federal Homeland Security Grant Program from the Department of Homeland Security, Federal Emergency Management Agency (FEMA), then first preference must be given to other programs funded by FEMA in the order referenced below:

- Sub-recipients should first **review needs within their jurisdiction/agency** to determine if any programs supported by FEMA could use the equipment.
- If no programs within the jurisdiction/agency need the equipment then sub-recipients should **consult with the COG/UASI to review needs** within the region.
- If no programs within the COG/UASI region need the equipment then sub-recipients should **consult with THSSAA** to determine if the equipment could be used within any TXDPS programs funded by FEMA or within a program located within another region of the state.

- Next preference for other use shall be given to programs currently or previously supported by any other federal awarding agency. This includes any program that has received federal funds through a grant or sub-grant from any federal agency. Consideration must be given to other programs that are receiving or have received federal funds in the same order referenced above.

The sub-recipient must document the disposition date on their equipment inventory log and maintain documentation supporting decisions allowing for equipment use based on the preferences listed above.

Equipment Disposition Request Procedure:

A Tangible Personal Property Report (SF-428), Disposition Request (SF- 428c), and Supplemental Sheet (SF-428s) are required to request disposition instructions or report disposition for equipment with a current per unit FMV of $5,000 or more. A written appraisal of FMV must be included with the forms.

- The sub-recipient or receiving entity of passed-through equipment must submit the forms and written appraisal to the THSSAA Monitoring Section at SAAMonitoring@dps.texas.gov.
- If applicable as noted in the grid below, THSSAA will forward the documents to FEMA for approval, denial or special instructions.
- If THSSAA or FEMA does not provide disposition instructions within 120 days, the sub-recipient or receiving entity of passed-through equipment may continue to use the equipment or dispose in accordance with the applicable property standards.
- THSSAA will notify the sub-recipient or receiving entity of passed-through equipment of THSSAA's or FEMA's decision.

Disposition Approval Matrix for Equipment Valued Over $5,000

Equipment Disposition Type	Active Grant	Closed Grant
Retain for Original Purpose	No Approval Required	No Approval Required
Use in Other Federally Funded Activity/Program	THSSAA Approval Only	No Approval Required
Use Insurance Proceeds to Replace Lost, Destroyed, or Stolen Equipment	THSSAA Approval Only	THSSAA Approval Only
Trade in or Sell to Offset Cost of Replacement Equipment	THSSAA Approval Only	THSSAA Approval Only
Sell Equipment w/ Federal Share of Proceeds Refunded	THSSAA/FEMA Approval	THSSAA/FEMA Approval
Use in Non-Federally Funded Activity/Program	THSSAA/FEMA Approval	THSSAA/FEMA Approval

For any questions not addressed here or about the SF-428 forms, contact THSSAA monitoring unit.

Texas Department of Public Safety
Texas Homeland Security State Administrative Agency
Homeland Security Grant Program
Passed-Through Property Record

Sub-recipient:

_____
Name of Organization

_____
Street/Mailing Address, City, County, Zip

_____
Printed Name and Title

_____ _____
Signature Date

Project Participant:

_____
Name of Organization

_____
Street/Mailing Address, City, County, Zip

_____
Printed Name and Title

_____ _____
Signature Date

This is to certify that the property described below was acquired through the expenditure of grant funds awarded to the above named Homeland Security Grant Program Sub-recipient. The Project Participant receiving the property certifies that they have knowledge of the laws, rules and regulations of Texas Homeland Security grants. The Project Participant further certifies that they agree to be bound by all the contract covenants and exhibits to the Sub-recipient's Agreement and any modifications or amendments to that agreement as if they were written here. The Sub-recipient and Project Participant further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Sub-recipient further certifies that the Project Participant has complied with all Texas Homeland Security State Administrative Agency eligibility requirements.

Property being passed-through

Item description: _____
Item Control Number: _____
Serial Number/VIN: _____
Model Number: _____
Acquisition Date: _____
Unit Cost: _____

This form is provided for the benefit of grant administration. TXDPS/THSSAA cannot advise Sub-recipients about the legality of any specific property that is passed-through. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.

THSSAA EQUIPMENT LOAN RECORD

ITEM CONTROL/SERIAL NUMBER	ITEM DESCRIPTION	ORIGINAL SUBRECIPIENT	ORIGINAL SUBRECIPIENT PERSONNEL NAME/SIGNATURE	DATE LOANED	RECEIVING ENTITY	RECEIVING PERSONNEL NAME/SIGNATURE

The subrecipient maintains responsibility for inspection and financial liability for loss or damage to grant funded assets. Subrecipients must exercise reasonable care to safeguard assets from negligence and abuse, while providing proper maintenance as required. It is the subrecipient's responsibility to complete the paperwork for the loan. Receiving entities acknowledge compliance with Texas Homeland Security State Administrative Agency grant and eligibility requirements as noted in the Sub-Recipient Agreement. It is the subrecipient's responsibility to ensure the receiving entity has met those eligibility requirements before loan of equipment. All equipment must be returned to the subrecipient for disposition.

EMERGENCY LOANS

In the event of a time sensitive situation where time spent verifying eligibility may endanger life or property, equipment may be loaned for mutual aid immediately but for a period of not more than 60 days without the need to verify eligibility. **Please provide a brief description of the nature of the event and why eligibility could not be verified:**

TANGIBLE PERSONAL PROPERTY REPORT
SF- 428

		Page	of Pages
1.Federal Agency and Organization Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned by Federal Agency	3a. DUNS	3b. EIN
4. Recipient Organization (Name and complete address including zip code)		5. Recipient Account or Identifying Number	
6. Attachment (Check applicable) ___ Annual Report (SF-428-A) ___ Final (Award Closeout) Report (SF-428-B) ___ Disposition Report/Request (SF-428-C)		7. Supplemental Sheet ___ Yes ___ No	
8. Comments			
9a. Typed or Printed Name and Title of Authorized Certifying Official		9c. Telephone *(area code, number, extension)*	
		9d. Email address	
9b. Signature of authorized Certifying Official		9e. Date report submitted *(Month, Day, Year)*	
		10. Agency use only	

Instructions for Tangible Personal Property Report: SF-428

The estimated annual public reporting burden for the collection of information on this form and its attachments is estimated to average 2.75 hours per respondent, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

This is a standard form to be used by awarding agencies to collect information related to tangible personal property (equipment and supplies) when required by a Federal financial assistance award. The form consists of the cover sheet (SF-428) and three attachments to be used as required: Annual Report, SF428-A; Final (Award Closeout) Report, SF-428-B; and a Disposition Request/Report, SF-428-C. A Supplemental Sheet, SF-428S, may be used to provide detailed individual item information.

A. General Instructions:

Tangible personal property means property of any kind, except real property, that has physical existence. It includes equipment and supplies. It does not include copyrights, patents or securities. For convenience, throughout this form and its attachments, the term property will be synonymous with tangible personal property. The terms equipment and supplies will be used when referring to specific requirements.

Property may be provided by the awarding agency or acquired by the recipient with award funds. Federally-owned property consists of items that were furnished by the Federal government.

Recipients of Federal assistance awards may be required to provide Federal awarding agencies with information concerning property in their custody annually, at award closeout or when the property is no longer needed. Specific requirements will vary based on award provisions, the type of property (equipment or supplies) and whether the property is Federally-owned. This reporting form and its attachments are intended to assist recipients to provide necessary information when it is required.

1. **Federal Agency and Organizational Element to Which Report is Submitted.** Enter the name of the Federal agency and the agency organization element identified in the award document or as otherwise instructed by the agency. The organizational element is a sub-agency within a Federal agency. For example, the Air Force Office of Scientific Research (AFOSR) is an organizational element within the Department of Defense.

2. **Federal Grant or Other Identifying Number Assigned by Federal Agency.** Enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award.

3a. **DUNS.** Enter the recipient organization's Data Universal Numbering System (DUNS) number or Central Contract Registry extended DUNS number. The DUNS number is also referred to as the Universal Identifier.

3b. **EIN.** Enter the recipient organization's Employer Identification Number (EIN) as assigned by the Internal Revenue Service.

4. **Recipient Organization.** Enter the name and complete address, including zip code, of the recipient organization.

5. **Recipient Account or Identifying Number.** Enter the account number or other identifying number assigned to the award by the recipient. This number is for the recipient's use and is not required by the Federal agency.

6. **Attachment.** Check the applicable line to indicate the type of attachment being submitted. Use the Annual Report, SF-428-A, when required to provide annual inventory listings of Federally-owned property. Use the Final Report, SF-428-B, when required to provide property information in connection with the closeout of an award. Use the Disposition Request/Report, SF-428-C, when required to request disposition instructions for or to report the disposal of Federally-owned property or acquired equipment, at any time other than award closeout (i.e., during the award period or after award closeout as long as the Federal government retains an interest in the item).

7. **Supplemental Sheet.** Check the applicable block to indicate whether a Supplemental Sheet is attached. Recipients may use the SF-428S or equivalent document such as a computer print out to provide required detailed individual item information.

8. **Comments.** Provide any explanations or additional information in this block. Attach additional sheets if necessary.

9a. **Typed or Printed Name and Title of Authorized Certifying Official.** Enter the full name and title of the recipient representative authorized to sign this report.
b. **Signature of Authorized Certifying Official**. Original signature of the recipient's authorized certifying official.
c. **Telephone.** Enter the telephone number of the individual listed in Line 9a.
d. **Email address.** Enter the email address of the individual listed in 9a.
e. **Date report submitted.** Enter the date the report is submitted to the Federal agency.

10. **Agency use only.** This section is reserved for Federal agency use only.

TANGIBLE PERSONAL PROPERTY REPORT
Supplemental Sheet SF-428S

Federal Grant or Other Identifying Number Assigned by Federal Awarding Agency (Block 2 of SF-428)	Attachment Type ___ Annual Report ___ Final (Award Closeout) Report ___ Disposition Request/Report	Page	Of Pages

Complete one row for each item:

	Award Number (a)	GP or ACQ (b)	Description of Item (c)	Identification Number (d)	Acq. Date (e)	Cond. Code (f)	Acq. Cost (g)	Disp. Req. (h)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Instructions for Tangible Personal Property Report: SF-428S

A. General Instructions

This is a standard form to be used by recipients to provide detailed individual item information in connection with required reports of tangible personal property under Federal assistance awards.

Federal Grant or Other Identifying Number Assigned by Federal Agency. Enter the Federal grant, cooperative agreement or other financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award. If the Supplemental Sheet is submitted in connection with a Consolidated Annual Report Attachment, leave blank and enter individual award numbers in Column (a) for each item.

Report Type. Indicate the type of report Attachment for which the individual item information is being provided.

a. **Award Number.** For Consolidated Annual Report Attachments, enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award. For all other Report Attachments (i.e., Individual Annual, Final, and Disposition Request/Report) leave blank.

b. **GP or ACQ.** Enter GP if the item is Federally-owned property. Note: Federally-owned property consists of items furnished by the Federal Government for use on the award identified in Block 1 or Column a. Enter ACQ if the item was acquired with award funds.

c. **Description of Item.** Provide a brief description of the item.

d. **Identification Number.** Enter the manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.

e. **Acq. Date.** Enter the date the item was acquired by the recipient. For items furnished by the Federal Government, enter the date received by the recipient.

f. **Cond. Code.** Enter the applicable condition code from the following list:

Code	Description
1	Excellent. Property that is in new condition or unused condition and can be used immediately without modification or repairs.
4	Usable. Property which shows some wear, but can be used without significant repair.
7	Repairable. Property which is unusable in its current condition but can be economically repaired.
X	Salvage. Property which has value in excess of its basic material content, but repair or rehabilitation is impractical and/or uneconomical.
S	Scrap. Property which has no value except for its basic material content.

g. **Acq. Cost.** Enter the item acquisition cost.

h. **Disp. Req.** Indicate the type of disposition requested for each item by entering the corresponding number from Block 2 of the Final Report Attachment or Block 1 of the Disposition Request/Report Attachment. However, it is not necessary to enter this information when requesting the same disposition for all items of Federally-owned property or the same disposition for all items of Acquired Equipment (the disposition request indicated in the applicable Block(s) of the Final Report Attachment or the Disposition Request/Report Attachment will be sufficient). Not required for Annual Report Attachments.

TANGIBLE PERSONAL PROPERTY REPORT
Disposition Request/Report SF-428- C

Federal Grant or Other Identifying Number Assigned by Federal Agency (Block 2 of SF-428)

1. **Request Disposition Instructions for**:	**For Agency Use Only**
a. **Federally-owned Property** *(Select one or more and attach Supplemental Sheet SF-428S or recipient equivalent)* (i) ___ Request Federal Agency disposition instructions (ii) ___ Other (Specify in Block 8 "Comments" or attach request)	Agency response to requested disposition of Federally owned property: (i) Recipient request approved___ denied ___. (ii) Dispose in accordance with attached instructions ___.
b. **Acquired Equipment with current fair market value of $5,000 or more** *(Select one or more and attach Supplemental Sheet SF-428S or recipient equivalent)* (i) ___ Request approval to trade-in or sell to offset costs of replacement equipment (ii) ___ Request Federal Agency disposition instructions	Agency response to requested disposition of acquired equipment: (i) Recipient request approved___ denied ___. (ii) Dispose in accordance with attached instructions ___.

Authorized Awarding Agency Official	
Signature:	Date:
Name:	Phone:
Title	Email

2. **Report Disposition by Sale or Retention**

a. ___ Retention of acquired equipment for use on non Federally supported projects

b. ___ Sale of acquired equipment

(Attach Supplemental Sheet SF-428S or recipient equivalent and complete worksheet below)

(i) Sale proceeds (or estimate of current fair market value)..... $_____

(ii) Percentage of Federal participation ..... _____%

(iii) Federal share ..... $_____

(iv) Selling and handling allowance ..... $_____

(v) **Amount remitted to the Federal Government**..... $_____

3. **Report Loss, Destruction or Theft of Federally-owned Property**

___ Loss, Destruction or Theft of Federally-owned property

(Attach Supplemental Sheet SF-428S or recipient equivalent and describe the circumstances in Block 4)

4. **Comments**

DISPOSITION REQUEST/REPORT ATTACHMENT TO TPR

Agency use only

Instructions for Disposition Request/Report: SF-428 Attachment C

A. General Instructions:

This Attachment is to be used by recipients when required to request disposition instructions or to report disposition of Federally-owned property or acquired equipment under Federal assistance awards at any time other than award closeout (i.e., during the award period or after closeout as long as the Federal government retains an interest in the item).

Recipients provided Federally-owned property for use under Federal assistance awards are required to request disposition instructions from the awarding agency when the Federally-owned property is no longer needed for the authorized purpose. Recipients may be required to request disposition instructions for equipment acquired with award funds (acquired equipment) when an item is no longer needed for use on Federally-sponsored activities. Recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the Federal government. This attachment is intended to assist recipients in providing appropriate information to the awarding agency. Note: If the Federal awarding agency has exercised statutory authority to vest title to acquired equipment in the recipient with no further obligation to the Federal government, you are not required to request disposition instructions or to report disposition (i.e., sale or retention for non Federal use) of those items of equipment.

Federal Grant or Other Identifying Number Assigned by Federal Agency. Enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award.

1. **Request Disposition Instructions for:** Use this section to request Federal awarding agency disposition instructions when required by the award provisions.

a. **Federally-owned Property.** Consists of items that were furnished by the Government. Check applicable blocks to indicate the requested Federal awarding agency action for items that are no longer needed for use on the award specified in Block 2.

(i) To request Federal agency disposition instructions.
(ii) To request a specific disposition, e.g., transfer to another award.

b. **Acquired Equipment with a current fair market value of $5,000 or more.** Note: Fair market value means the best estimate of the gross sales proceeds if the property were to be sold in a public sale. Check applicable blocks to indicate the requested Federal awarding agency action.

(i) To request approval to trade-in or sell to offset costs of replacement equipment.
(ii) To request Federal agency disposition instructions for equipment acquired with award funds.

2. **Report Disposition by Sale or Retention.** Use this section when required to compensate the Federal awarding agency for its interest in acquired equipment with a current fair market value of $5,000 or more that you have sold or retained for use on non Federally supported activities. Check applicable blocks to indicate the type of action being reported and complete the worksheet to calculate the amount of compensation due to the awarding agency for its interest in the equipment.

a. Retention of acquired equipment for use on non-Federally supported projects.
b. Sale of acquired equipment.

Worksheet

(i) Enter the total amount received if the equipment has been sold. Enter an estimate of the current fair market value if the equipment will be retained for use on non Federally funded projects.
(ii) Enter the percentage of Federal Government participation in the award under which the equipment was acquired.
(iii) Enter the dollar amount of sales proceeds (or estimate of current fair market value) multiplied by the percentage of Federal Government participation listed in (ii).
(iv) If the equipment was sold, enter the amount of selling and handling expenses. Enter zero if the equipment will be retained for use on non-Federally funded projects.
(v) Enter the amount of the Federal share in (iii) less the selling and handling expense listed in (iv). Indicate in Block 8 how the funds are being returned to the government. For example, attached check made out to the Awarding Agency/U.S. Treasury or electronic remission.

3. **Report Loss, Destruction or Theft of Federally-owned Property.** Use this section to notify the awarding agency. Check block to indicate that Federally-owned property has been lost, damaged or stolen, list the item(s) on SF-428S or recipient equivalent and describe the circumstances in Block 4.

4. **Comments.** Provide any explanations or additional information in this block. Attach additional sheets if necessary.

Agency use only. This section is reserved for Federal agency use only.

EXHIBIT “G”

Weekly Activity Report

HIDALGO COUNTY

Your Local Agency Name

OPERATION STONEGARDEN WEEKLY ACTIVITY REPORT

Date	Number of Officers worked	Hours worked (Shift)*	Location Worked	Outcome
7/13/2015	3	1800-0400	WEST- Citrus City Area	25 VEHICLE STOP, 8 CITATIONS, 17 WARNINGS
		SAMPLE		
Total	3			

EXHIBIT “H”

Daily Activity Report Summary and Detail

PLEASE TYPE IN YOUR CITY NAME
2014 OPERATION STONEGARDEN
GRANT #: EMW-2014-SS-00029

DAILY ACTIVITY REPORT SUMMARY

Date: _____ **Overtime Rate:**_____

Begining 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: _____

Officer (Print)_____ **Title:** _____ **I.D. #** _____

Officer (Sign)_____ **Title:** _____ **I.D. #** _____

Supervisor: _____ **Title:** _____ **I.D. #** _____

PLEASE TYPE IN YOUR CITY NAME

DAILY ACTIVITY REPORT DETAIL

OPSG 2014 Grant#: EMW-2014-SS-00029

PLEASE PRINT LEGIBLY

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

1.)

SECTOR	:00 PM - :00 AM, Officer 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:** _____

7/31/2015 11:58 AM

EXHIBIT "I"

Property Acquisition Form

EXHIBIT "I"

CITY NAME
2014 STONEGARDEN GRANT - PROPERTY ACQUISITION FORM
GRANT #EMW-2014-SS-00029

Description	Tag ID#	Serial or ID#	Source of Property	Title Owner	Acquisition Date	Cost	% of Federal/ State Participation in Cost of Property	Location	Use & Condition of Property	Disposal Date	Price Sold

To be submitted monthly with attached photos of all equipment showing ID tags.

STATE OF TEXAS §

COUNTY OF PALMVIEW §

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

This Agreement is made and entered into this ___day of _____, 2015, by and between the County of Hidalgo, a political subdivision of the State of Texas (hereinafter referred to as "County") and the City of Palmview, 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 $4,674,438.00 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 Palmview to secure the borders;

WHEREAS, the Grant allows local law enforcement agencies that have completed the 2014 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 2014 Sub-Recipient Award for Hidalgo County," (Sub-Recipient Agreement) dated May 7, 2015, 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 No. 12-003 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 $125,000.00 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 the 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 reimbursements pertaining to costs incurred or performances rendered that are not in compliance with 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 complete and execute a Passed-Through Property Record or Equipment Loan Record, as necessary, for each asset purchased with Grant funds, as required by State Administration Agency Bulletin 15-002 or its successor (**See Exhibit "F"**).

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 No. 12-004 or its successor (**See Exhibit "F")**. City shall conduct an annual physical inventory for all assets purchased with current and prior Grant funds and provide said information to County on an annual basis. The inventory identified on the Property Acquisition Form should include a complete and accurate listing of all equipment/assets including tag numbers, id numbers and serial numbers with photographs depicting same (**See Exhibit "I"**). City shall not use Grant funds for the purchase of weapons and weapons accessories in accordance with State Administrative Agency Bulletin No. 15-001 or its successor (**See Exhibit "F"**).

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 required for reimbursement of Grant funds from County. These include but not limited to the Cost Reimbursement Form and all supporting documentation **(See Exhibit "F")**, a Passed Through Property Record or Loan Record (with photographs and SAM.gov verification) **(See Exhibit "F")**, a Property Acquisition Form detailing a cumulative report of all property secured with Grant funds from the inception of the first Grant period (**See Exhibit "I")** and the Annual Inventory Control Requirement Form **(See Exhibit "F").** These reports must be submitted to County by **June 30th** of each year. City shall provide County with a weekly activity report (**See Exhibit "G"**). 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 No. 12-004 or its successor attached thereto.)

As noted above, all reports required for subPalmview are as follows:

FORMS	**SUBMIT**
Eligibility Certification Form	Annually

Annual Inventory Control Requirement Form	Annually
Property Acquisition Form	Annually
Weekly Activity Report	Weekly
Agency Cost Reimbursement Request Form	With Reimbursement Request
Individual Reimbursement Request Form	With Reimbursement Request
Daily Activity Report Summary	With Reimbursement Request
Daily Activity Report Detail	With Reimbursement Request
Passed-Through Property Record Form	With Reimbursement Request
Disposition Request/Report SF-428- C Form	As needed upon asset disposal

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 delay or 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")**, Passed Through-Property Record Form **(See Exhibit "F"),** Copies of Invoices, and other related information whether or not requested by County on a monthly basis no later than the 15th of each month for the previous month. Each Cost Reimbursement Request shall be completed pursuant to the instructions and State Administration Agency Bulletin Nos. 11-005, 12-005, 15-001 and 15-002 (or their successors) 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 Sub-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. City shall be responsible for the care, maintenance, repair, custody, control, disposition and use of any asset purchased with Grant funds.

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 the responsible party for the care, maintenance and repair of same, as noted above. 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. City shall also complete a Disposition Request/Report Form SF-428-C as required by State Administration Agency Bulletin No. 15-002 **(See Exhibit "F")**.

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 none of its elected officials, officers, employees, consultants, or 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 comPalmview 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
302 W. University Dr.
Edinburg, TX 78539

If to City: City of Palmview
400 W. Veterans Blvd.
Palmview, TX 78572

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 PALMVIEW, TEXAS

_____
Gerardo Perez**,** Mayor

ATTEST

_____
Bertha 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,
Ricardo Rodriguez, Jr.

By:_____
Josephine Ramirez Solis,
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”	Agency Cost Reimbursement Request Form and SAA Bulletins
• F-1:	Agency Cost Reimbursement Request
• F-2	Individual Reimbursement Form
• F-3	Cost Reimbursement Request Instructions
• F-4	SAA Information Bulletin 12-003
• F-5	SAA Information Bulletin 12-004
• F-6	Annual Inventory Control Requirement Form
• F-7	SAA Information Bulletin 11-005
• F-8	SAA Information Bulletin 12-005
• F-9	SAA Information Bulletin 12-007
• F-10	SAA Information Bulletin 15-001
• F-11	SAA Information Bulletin 15-002
Exhibit “G”	Weekly Activity Report
Exhibit “H”	Daily Activity Report Summary and Detail
Exhibit “I”	Property Acquisition Form

EXHIBIT "A"

Grant Terms and Conditions

U.S. Department of Homeland Security
Washington, DC 20472

FEMA

FY2014 OPSG COND Approval Texas – Hidalgo15-RGVRGV-11-001 V0

April 22, 2015

Arturo Mendez
Texas Homeland Security State Administrative Agency
PO Box 4087
Austin, TX 78773

Dear Mr. Mendez:

Please be advised that, based on the Department of Homeland Security, Federal Emergency Management Agency's (FEMA) Operation Stonegarden Grant Program (OPSG) guidelines and special conditions associated with this program, the below referenced Operations Order is *conditionally approved*:

Operations Order No: 15-RGVRGV-11-001 V0
Fiscal Year: 2014
Amount Approved: $4,674,438
Operations Order Dates: 10/1/2014 to 8/31/2016
Recipient: Hidalgo County, Texas

Pending approval of the Personnel Cap Waiver by the FEMA Administrator, Hidalgo County is authorized to spend up to, but must not exceed, 50 percent of the FY 2014 Operation Stonegarden allocation issued by FEMA. A subsequent approval letter will be issued for this Operations Order upon receipt of the FEMA Administrator's approval.

Expenditures from the Operations Order were reviewed and approved by FEMA and U.S. Customs and Border Protection/Border Patrol (CBP). These expenses will assist the County in conducting border centric, intelligence driven operations with the goal of reduction or elimination of threat, risk and vulnerability along our Nations' borders.

Please find the below special conditions associated with OPSG and retain this letter for your grant files. If you have any questions, please feel free to contact me at (202) 786-9668.

Sincerely,

Corey Walz

Corey Walz
Program Analyst
U.S. Department of Homeland Security
Federal Emergency Management Agency
Grant Programs Directorate

Cc: U.S. Customs and Border Protection/ Border Patrol

The following Special Conditions are associated with this Operation Stonegarden award:

1. Construction and construction-type activities are prohibited.
2. Lethal or less than lethal forces including, but not limited to: weapons, firearms, ammunition and tasers are prohibited.
3. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), the sum of all personnel related expenses shall not exceed 50% of the recipient's allocation without first obtaining a waiver from the FEMA Administrator.
4. All participating agencies shall monitor, review and track expenditures of OPSG funds under individual Operations Orders issued. Participating agencies shall not obligate, and/or encumber OPSG grant funds beyond the total of their allocation issued by FEMA.
5. The Operations Order has been reviewed and approved under the Environmental and Historic Preservation Program (EHP) guidelines as being categorically excluded from further EHP review.
6. Recipients must submit a letter of justification for all proposed vehicles or equipment items in excess of $100,000. This justification will be reviewed by CBP and FEMA.

Texas Department of Public Safety

2014 Sub-Recipient Award for Hidalgo County

1. General Award Information	Reference/Encumbrance No:	
Date of Award: May 7, 2015	Prepared By: Mendez, Arturo	3. SAA Award Number: 14-SR 48215-01

4. Sub-Recipient Name and Address

Judge Ramon Garcia
Hidalgo County
302 W. University
Edinburg, TX 78539

5. Federal Grant Information

Federal Grant Title: Homeland Security Grant Program (HSGP)
Operation Stonegarden (OPSG)

Federal Grant Award Number: EMW-2014-SS-00029

Federal Granting Agency: U.S. Department of Homeland Security(DHS)
Federal Emergency Management Agency (FEMA)

Date Federal Grant Awarded to TxDPS: August 6, 2014

CFDA: 97.067

6. Award Amount and Grant Breakdowns

OPSG

$4,674,438.00

Grant Period:	
From: Sep 1, 2014	To: Feb 28, 2016
(The SAA must receive all invoices by the end of grant period)	

7. Statutory Authority for Grant: The Department of Homeland Security Appropriations Act, 2014, (Public Law 113-76), and The Homeland Security Act of 2002 as amended (Public Law 107-296), (6 U.S.C. § 603).

8. Method of Payment: Primary method is reimbursement.

9. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors and principals are not debarred,suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not have active Exclusions listed at https://www.sam.gov/portal/public/SAM/

10. Agency Approvals

Approving TxDPS Official:

Garry Jones
Deputy Assistant Director
Texas Homeland Security
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:

Garry Jones

11. Sub-Recipient Acceptance

I have read, understood and agree to this Sub-Recipient Agreement consisting of this Award and the attached Terms and Conditions.

Print name and title of Authorized Sub-Recipient Official:

Ramon Garcia
Hidalgo County Judge

Signature of Sub-Recipient Official:

Ramon Garcia

Enter Employer Identification Number (EIN) or Federal Tax Identification Number:	DUNS Number:	Date Signed :
74-6000717	10-311-0834	5/19/15

DUE DATE: June 23, 2015 Signed Award with Terms and Conditions must be returned to SAA_SRA@dps.texas.gov on or before the due date.

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

2014 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.*

1. Grant Sub-recipient Agreement

This Grant Sub-recipient Agreement (consisting of this 2014 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 2014 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. HSGP funding shall be used for statutorily eligible 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. This program provides an integrated mechanism that builds and sustains core capabilities to support the Nation's Preparedness against terrorist attacks, major disasters, and other emergencies.

The FY 2014 Nonprofit Security Grant Program (NSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the NGP. NSGP provides funding support statutorily eligible costs to include 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. It is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, as well as State and local government agencies.

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.

2. Overview and Performance Standards

All allocations and use of funds under this Grant shall be in accordance with the FY 2014 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2014 FOA is incorporated by reference herein. **Sub-recipient shall read, understand and accept the FY 2014 Funding Opportunity Announcement as binding.**

A. 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"**

B. 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.**

3. 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 this Grant, 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.

4. 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) calendar 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.

5. 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.

6. 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 2014 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at http://www.fema.gov/media-library-data/1395161200285-5b07ed0456056217175fbdee28d2b06e/FY_2014_HSGP_FOA_Final.pdf and the Nonprofit Security Grant Program (NSGP), http://www.fema.gov/media-library-data/1396016700388-fb23d813b8df0d8eab995c8f27c1ac3e/FY_2014_NSGP_FOA_Final_Revised.pdf.

7. 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 14, 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.

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.

8. 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 Grant Adjustment Notice (GAN) to the jurisdiction.

9. State Requirements for Grants

Sub-recipient shall 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, Texas Uniform Grants Management Standards (UGMS) 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/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 this Grant to a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, unless the law enforcement agency requesting this Grant is in compliance with all rules developed by the Texas Commission on Law Enforcement (COLE) or TCOLE certifies that the requesting agency is in the process of achieving compliance with such rules.

2. Grant funds may not be awarded 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 by 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, which prohibits using any money or vehicle to support the candidacy of any person for office; influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose and 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, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and 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, which requires Sub-recipient to make every effort to attain key performance target levels associated with this Grant, 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, which requires that this Grant may only be expended if Sub-recipient timely completes and files its reports.

10. 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, or 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 and/or NSGP funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2014 HSGP or NSGP 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 Council of Government (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 Lone 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 calendar 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 the System for Award Management (SAM) at 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 information at least annually. Sub-recipient shall keep information current in the 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/dissem/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. 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.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 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 or NSGP 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. 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 awarded 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 awarded 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/grants/grant-programs-directorate-information-bulletins.

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. 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 equipment inventory record format at 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 statement: "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 use of 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, logos, crests, 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 (20th) calendar 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 Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency(August 11, 2000), requires federal agencies to issue guidance to recipients of federal financial assistance, assisting such organizations and entities in understanding their language access obligations. DHS published the required guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient of federal financial assistance can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at

https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited

and additional resources on 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 the interpretive guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B138942.

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 Grant ,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. SAFECOM. Sub-recipient shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications for awards under this Grant that provide emergency communication equipment and its related activities.

KK. Best Practices for Collection and Use of Personally Identifiable Information (PII).Sub-recipients who collect Personally Identifiable Information (PII) shall have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate. Sub-recipients may also find as a useful resource the DHS Privacy Impact Assessments: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf .

LL. Hotel and Motel Fire Safety Act of 1990. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), Sub-recipient shall ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

MM. False Claims Act and Program Fraud Civil Remedies. Sub-recipient shall comply with the requirements of 31 U.S.C. §3729 which sets forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. §3801-3812 which details the administrative remedies for false claims and statements made.

NN. Duplication of Benefits. State, Local and Tribal Sub-recipients shall comply with 2 C.F.R. Part §225, Appendix A, Paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

OO. Debarment and Suspension. Sub-recipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

PP. Non-Supplanting Requirement. Sub-recipient shall not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources for programs that prohibit supplanting by law. Where federal statutes for a particular program prohibit supplanting, Sub-recipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

11. 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 calendar 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/national-incident-management-system.

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/ResourceMngmnt.shtm#item3.

12. 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.

13. Audit

A. 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).

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

14. Retention and Accessibility of Records

A. 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 C.F.R. 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.

B. 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.

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

D. 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.

15. Legal Authority

A. 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.

B. 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.

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

16. 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.

17. 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.

18. 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.

19. Changes and Amendments

A. 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 this Grant. Any alteration, addition, or deletion to this Grant by Sub-recipient is not valid.

B. 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).

C. 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.

D. 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.

20. 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.

21. Venue

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

22. 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.

23. 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.

24. 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 or deny 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.

25. 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.

26. Closing of this 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 GAN to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 calendar 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 5/19/15
Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

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 Grant.

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 this Grant 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 Grant. "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 Principles 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 Grant.

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 5/19/15
Signature of Authorized Official Date

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 Grant.

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 this Grant 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 this Grant.

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 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 statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(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 Grant.

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 5/19/15
Signature of Authorized Official Date

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 subcontracts, 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-recipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
2. Have not within a three-year period preceding this Grant 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;
4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
5. Where Sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification)

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

G. Sub-recipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq. – which requires Sub-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, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Sub-recipient will 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 is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

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 Grant.

J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

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 5/19/15
Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

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 Principles 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. 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 5/19/15

Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

TEXAS DEPARTMENT OF PUBLIC SAFETY

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STEVEN P. MACH
RANDY WATSON

September 18, 2014

The Honorable Ramon Garcia
Judge, Hidalgo County
302 West University Dr.
Edinburg, Texas 78539

Dear Judge Garcia:

I am pleased to inform you that the 2014 Homeland Security Grant Program (HSGP) award to Texas includes an Operation Stonegarden Grant (OPSG) allocation for Hidalgo County in the amount of $4,674,438. This letter is being sent to you as the grant point-of-contact (POC) for Hidalgo County.

DHS prohibits the Texas Homeland Security State Administrative Agency (THSSAA) from awarding OPSG funds until a Concept of Operations (CONOPS) plan and Tactical Operations Order with an imbedded budget has been reviewed, and DHS has issued an official approval notice for Hidalgo County.

Hidalgo County should 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 your Border Patrol Sector Representative (CBP) and the THSSAA by **October 31, 2014**. It is important that the required operational documents be submitted to CBP and THSSAA by this deadline. A timely submission will facilitate the 2014 OPSG review process and, upon approval, will allow your jurisdiction access to this funding for the support of your ongoing border security efforts.

If you have any questions regarding the FY 2014 OPSG grant program, please refer to the FY 2014 HSGP Funding Opportunity Announcement (FOA) or contact Arturo O. Mendez at 512-377-0022 (arturo.mendez@dps.texas.gov) or Pete H. Lara at 512-377-0025 (pete.lara@dps.texas.gov).

Sincerely,

Garry Jones

Garry Jones
Deputy Assistant Director
Texas Homeland Security State Administrative Agency

GJ:aom

EXHIBIT "B"

Summary of Grant Allocations by Phases

SUMMARY OF GRANT ALLOCATIONS BY PHASES
2014 OPERATION STONEGARDEN
GRANT #EMW-2014-SS-00029

Phase 1:	$3,106,844.73
Phase 2:	$1,567,593.27
Total:	**$4,674,438.00**

EXHIBIT "C"

Eligibility Certification Form

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

*** [illegible] submission** is a correction. ▼

Please provide the reference number for the form you are correcting:

*** Type of Organization**
County ▼

*** Region** See Map
21 - Lower Rio Grande Valley Development Council - LRGVDC ▼

*** County**
Hidalgo County ▼

*** Name of Jurisdiction/ Organization:**
Hidalgo County

Please follow these formatting examples for jurisdictions

Counties:
Tejas County

City / Town / Village: (Name First)
Mockingbird, City of
Travis, Village of
Harris, Town of

COG / Region:
Big Texas Council of Governments

*** Zip Code (Principle Administration Location)**
78539

*** DUNS Number:**
103110834

Every Sub-recipient must have a DUNS number and active registration in SAM prior to submitting an application for Federal funding. Sub-recipients may verify if they have a DUNS number and/or may obtain a DUNS number via http://fedgov.dnb.com/webform/index.jsp or by calling (866) 705-5711. To ensure your SAM registration will be active at the time of award, please review and update your registration if needed (www.sam.gov). Sub-recipients are required to keep their SAM registration current, accurate, and complete throughout the grant performance period (2 CFR 25). Additional information regarding this item can be found in the Instructions Document under Item V.

* Indicates Response Required

Save Partial Work Next >>

ACTIVE

sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Progress: 11% Complete

This question is about **you**, the person submitting the information at this moment, through this web page.

*** Please describe your role for the Subgrantee.**

I'm the Authorized/Elected Official or Chief Financial Officer ◉ I'm someone else

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 22% Complete

Authorized Official

As part of verification, a ***correct*** email address for the Authorized official is required. Upon successful submission, a confirmation email will be sent to the Authorized official, who ***MUST APPROVE*** this eligibility form submission.

This replaces the signature page from past eligibiliity processes.

EMCs, EMS, Fire, Police, and Sheriff personnel **ARE NOT Authorized Official**. Only **Chief elected official**, **chief executive** and/or **chief financial officers** may be listed.

*** Authorized Official Title**

Judge ▼

*** Authorized Official First Name**

Ramon

*** Authorized Official Last Name**

Garcia

*** Authorized Official Email Address**

ramon.garcia@co.hidalgo.tx.us

*** Phone Number**

956-318-2600

*** Re-Confirm Email**

ramon.garcia@co.hidalgo.tx.us

NOTE: It's important to provide valid contact information for the authorized official. If you are a designee for the Authorized Official, you must indicate this in the next screen. You can then provide contact details to ensure the SAA can communicate with you if follow-up is necessary. Authorized Officials may also elect to provide information for their designee.

* Indicates Response Required

<< Previous Save Partial Work Next >>

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 33% Complete

Submitter / Point-of-Contact Information:

Upon [illegible]ion of this fo[illegible]a confirmation copy will be forwarded to the authorized official and regio[illegible]. The SAA [illegible] contact the submitter first if there are any follow-up questions.

*** What best d[illegible]ines th[illegible]Submit[illegible]/ Point-of-Contact role?**

Police/Fire/EMS Staff[illegible]

[redacted]

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 44% Complete

I. National Incident Management System (NIMS)

*** NIMS**

Please certify to one of the NIMS statements below.

A) My jurisdiction has adopted and implemented NIMS and is compliant with all NIMS objectives (FY2005-FY2009). Reference: NIMS Implementation Chart

B) My jurisdiction has adopted and implemented NIMS, BUT is not fully compliant with all NIMS implementation objectives.

- a) Is Compliant
- b) Is Not Fully Compliant

Please review the FY 2014 Texas NIMS Implementation Reporting Tool information page for additional guidance on this requirement.

If you have not submitted a 2014 NIMS report, you must complete this step to be eligible.

If you have additional questions, please contact your PPG.

II. EMERGENCY MANAGEMENT PLANS (INTERMEDIATE LEVEL)

*** Emergency Management Plans: Please certify to one of the following statements.**

A. My jurisdiction has its own emergency management plan that *currently* meets the state preparedness standards at the Intermediate Level on file with the Texas Division of Emergency Management (TDEM).

B. My jurisdiction is a legally established member of an inter-jurisdictional emergency management program that has a plan that *currently* meets the state preparedness standards at the Intermediate Level on file with TDEM.

C. 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. *

- (●) a) Has Plan That Meets Requirements
- ( ) b) Member of Plan That Meets Requirements
- ( ) c) Not Required

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 56% Complete

II. OMB CIRCULAR A-133 SINGLE AUDIT

*** A-133 Reporting: My jurisdiction's/organization's fiscal year (FY) end for 2014 was (choose one):**

a) August 31, 2014 (Reporting Package is due 30 days after completion or May 31, 2014, whichever is sooner)

b) September 30, 2014 (Reporting Package is due 30 days after completion or June 30, 2014, whichever is sooner)

c) December 31, 2014 (Reporting Package is due 30 days after completion or September 30, 2014, whichever is sooner)

d) Other

- ○ a) August 31, 2014
- ○ b) September 30, 2014
- ◉ c) December 31, 2014
- ○ d) Other

A-133 AUDIT SATEMENT

*** A-133: Please certify to one of the A-133 Audit Statement below:**

a) I certify my jurisdiction/organization did not expend over $500,000 in Federal or State funding during FY2014 so no A-133 audit was necessary or obtained.

b) I certify my jurisdiction/organization expended over $500,000 in Federal or State funding in FY 2013 and that the required reporting package has been/will be provided 1) to the Texas Department of Public Safety (TXDPS) and 2) to the Federal Clearinghouse.

- ○ a) Did not expend over $500,000
- ◉ b) Did expend over $500,000

IV. TEXAS REGIONAL RESPONSE NETWORK (TRRN)

*** Texas TRRN: (Reference: TRRN Site)**

My jurisdiction/organization is registered with the Texas Regional Response Network (TRRN) and;

a) My jurisdiction has entered all deployable equipment with a cost of $5,000 or more purchased with Homeland Security Grant funds into the TRRN.

b) My jurisdiction does not have any deployable equipment with a cost of $5,000 or more purchased with Homeland Security Grant funds.

(•) a) Has entered all deployable equipment

( ) b) Does not have any deployable equipment

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 67% Complete

V. FFATA, DUNS, and CCR

FFATA Certification

Certification of Recipient Highly Compensated Officers – the Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (THSSAA) to report the name and total compensation of each of the five most highly compensated officers (a.k.a. position of each subrecipient organization for the most recently completed fiscal years preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below:

*** In the subrecipient's preceding completed fiscal year, did the subrecipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?**

○ Yes ◉ No

*** Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?**

◉ Yes ○ No

*** DUNS, & CCR: I certify my jurisdiction/organization has entered all required information, into the System for Award Management (SAM) and has an active registration status with no "Active Exclusion Records". Reference: SAM.gov**

◉ Yes

○ I cannot certify to this statement

VI. CRIMINAL HISTORY DISPOSITION REPORTING

(If Applicable)

*** CRIMINAL HISTORY DISPOSITION REPORTING:**

Current Report listed: 2015 HSGP Security Grant Information Page

For grant year 2015 federal funds, the criminal history reporting eligibility requirement will be applied to all SHSP sub-recipients. Only entities within a county that have met the 90% completeness rates by August 1, 2015 will be eligible for these THSSAA awards issued on or after September 1, 2015. This section DOES NOT APPLY to NSGP, OPSG, or UASI applicants.

Please select to certify to one of the criminal history disposition reporting statements:

a) My County has documented a 90% average disposition completeness rate for adult arrests and a 90% average disposition completeness rate for juvenile arrests under calendar years 2009-2013 as required by Chapter 60, Texas Code of Criminal Procedure.

b) My County does NOT currently have a documented 90% average disposition completeness rate for adult arrests and a 90% average disposition completeness rate for juvenile arrests under calendar years 2009-2013, but county intends to attain the required averages by August 1, 2015. I understand that sub-recipients within the County will not be Eligible for 2015 SHSP funds if the required averages are not achieved by the August 1, 2015 deadline.

- (●) a) 90% or above
- ( ) b) Below 90%, intends to attain by 8/1/201
- ( ) c) COG Region
- ( ) d) Tribal Nation

* Indicates Response Required

<< Previous Save Partial Work Next

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 78% Complete

PRINT FOR YOUR OWN RECORDS

Submission Reference: **3448188**

Name of Jurisdiction/ Organization: **Hidalgo County**
DUNS Number: **103110634**
Type of Organization: **County**

Region: **21 - Lower Rio Grande Valley Development Council - LRGVDC**

Authorized Official Name: **Ramon Garcia** Title: **Judge**

****

I. National Incident Management System (NIMS)
a) Is Compliant

II. Emergency Management Plans:
a) Has Plan That Meets Requirements

III. OMB Circular A-133 Single Audit Certification
b) Did expend over $500,000

IV. Texas Regional Response Network (TRRN):
a) Has entered all deployable equipment

V. DUNS, CCR & FFATA:
Yes

VI. Criminal History Disposition Reporting:
a) 90% or above

PRINT FOR YOUR OWN RECORDS

Print this page

<< Previous Save Partial Work Next >>

ACTIVE

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Progress: 89% Complete

Please submit to complete this eligibility submission form. You will receive confirmation email shortly.

An email will also be sent to the Authorized Official for review and approval of this submission. You will also receive an email that cofirms when submission has been approved.

Sample

☑ Please email the Authorized Official updates if available. The SAA will use [redacted]

☑ Please email the POC updates if available. The SAA will use [redacted]

<< Previous Save Partial Work Submit

ACTIVE

BACK TO DPS SAA Page

Texas Homeland Security

State Administrative Agency

Sample

Your submission for Hidalgo County has been sent.

Thank you!

The Authorized Official and POC (if indicated) should receive a confirmation email shortly, and a copy was automatically forwarded to your COG (if requested).

Please note that if all required documentation was not uploaded, it must be forwarded as soon as possible. The submission method indicated for this session was: **[pipe:34]**

If not uploaded please email to saa@dps.texas.gov; or fax to 512-206-3137.

Please provide this reference [redacted] in any correspondence relating to this submission. You may also submit a request for assistance if you have an issue.

Submit a new form

Richard Ozuna

From: form_engine@fs30.formsite.com on behalf of donotreply@dps.texas.gov [form_engine@fs30.formsite.com]

Sent: Tuesday, April 21, 2015 4:01 PM

To: [redacted]

Subject: 2015 Eligibility for: Hidalgo County - Received - [redacted]

Dear POC,

This email is confirmation that the Texas Homeland Security - State Administrative Agency is in receipt of **Hidalgo County** 2015 Eligibility Form.

If this form was submitted by someone other than the authorized official, a copy will be automatically forwarded to the authorized official (listed below). They will need to complete one final step to certify this submission.

Authorized Official: [redacted]

We strongly advise that you contact the authorized official to ensure they are aware of the importance of responding to this confirmation email. A link is listed in the message, and they must follow it to finish the eligibility submission process.

We are inlcuding an attached copy of the responses for your records. A copy will be automatically forwared to your region if it has been requested.

If you have any 2015 Eligibility Questions please submit a support request and we will follow up with you ASAP. Please reference form [redacted] in any correspondence to the SAA. Direct replies this email will not be received.

Regards,

THSSAA

Auto-Notification: Conf Email to POC

Reference #	[redacted]
This submission *	is a correction.
Please provide the reference number for the form you are correcting:	[redacted]
Type *	County
Region See Map *	21 - Lower Rio Grande Valley

Sample

	Development Council - LRGVDC
County *	Hidalgo County
Subgrantee *	Hidalgo County
Zip Code (Principle Administration Location) *	78539
DUNS Number: *	103110834
Please describe your role for the Subgrantee. *	I'm someone else
Authorized Official Title *	Judge
Authorized Official First Name *	[redacted]
Authorized Official Last Name *	
Authorized Official Email Address	
Phone Number *	956-318-2600
What best defines the Subgrantee / Point of Contact role? *	Police/Fire/EMS Staff
First Name *	[redacted]
Last Name *	
Title *	
Organization: *	Hidalgo County Sheriff's Office
POC Email Address *	[redacted]
Phone Number *	956-936-02[redacted]
NIMS Cert *	a) Is Compliant
EM Plans Cert *	a) Has Plan that Meets Requirements
A-133 Reporting Date *	c) December 31, [redacted]
A-133 Cert *	b) Did expend over $500,000
TRRN Cert *	a) Has entered all deployable equipment
In the subrecipient's preceding completed fiscal year, did the subrecipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and	No

Sample

subcontracts), loans, grants (and subgrants) and cooperative agreements? *	
Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986? *	Yes
DUNS-CCR-FF[illegible]A [illegible] *	Yes
Criminal Hist [illegible]t *	a) 90% or above

Sample

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 2014
PALMVIEW POLICE DEPARTMENT

	ORIGINAL BUDGET		1ST	2ND
Overtime	81,000.00		40,500.00	40,500.00
Fringe Benefits				
Vehicle Maintenance				
Equipment Maintenance				
Equipment				
15 Axon Body Cams				
at 399.00 each	*5,985.00*		5,985.00	
Two (2) ATV's 2014	*28,315.00*		28,315.00	
Outlander 1000 Max				
w/ accessories				
(total of $30,780.35 additional				
cost of $2465.35 will be paid				
with city funds.)				
14 Mobile Data	*9,700.00*		9,700.00	
terminal installation of				
AVL Software for patrol fleet				
(total of $10,475 additional cost of				
$775.00 will be paid with city funds)				
Fuel Cost				
Mileage	-		-	-
Other				
Travel				
TOTALS	**125,000.00**		**84,500.00**	**40,500.00**
FRINGE BENEFITS BREAKDOWN:				
FICA	-		-	-
Retirement	-		-	-
Unemployment Comp.	-		-	-
Workers' Comp.	-		-	-
TOTAL FRINGE BENEFITS			-	-

EXHIBIT “F”

Agency Cost Reimbursement Request Form and SAA Bulletins

HIDALGO COUNTY
Operation Stonegarden FY 14
Agency Cost Reimbursement Request
TAB A - Signature Page

Applicant name:	
Project Title:	**2014 Operation Stonegarden**
Type of Reimbursement	
Date Submitted	
Reimbursement Period Start date:	
Reimbursement Period End date:	
Grant Year	**2014**

Point of Contact:

Name	
Title	
Organization	
Email	
Telephone	
Fax	

Certification Authority:

Name	
Title	
Organization	
Email	
Telephone	
Fax	

Certification AuthoritySignature

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.

YOUR CITY NAME HERE
2014 OPERATION STONEGARDEN
OPSG 2014 Reimbursement Form (Individual)

GRANT #: EMW-2014-SS-00029

EMPLOYEE'S NAME	TITLE	HOURLY RATE

EMPLOYEE'S I.D. NUMBER

DATE	DESCRIPTION OF ASSIGNMENT	HOURS WORKED

(A) TOTAL HOURS WORKED	
(B) OVERTIME RATE	
(A*B) TOTAL COMPENSATION	
FICA	
RETIREMENT	
WORKER'S COMP	
UNEMPLOYMENT	
TOTAL REIMBURSABLE COSTS	

This is true and correct and to the best of my knowledge

EMPLOYEE (Print Name)	EMPLOYEE SIGNATURE

SUPERVISOR	CHIEF ADMINISTRATOR

5/21/2015 11:14 AM

Cost Reimbursement
Request Instructions

1) The participating Police Department shall submit a Cost Reimbursement Request due on or before the 15th 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) Summit 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). 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 January 30, 2016.

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.dps.texas.gov

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

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

SAA Information Bulletin
No. 12-003
June 29, 2012
(REVISED) August 2, 2013

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: Machelle Pharr
Deputy Assistant Director

Subject: Federal Debarment and the Excluded Parties List System

Effective Date: August 2, 2013

Purpose

In an effort to provide assurance to the Federal Government that the State of Texas and its sub-recipients comply with Federal Executive Order12549, 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 https://www.SAM.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 Subrecipents 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 (https://www.SAM.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, 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 ELPS system prior to procuring or entering into contract(s) for any goods/services.

Each jurisdiction is required to include the EPLS verification with reimbursement or advance requests submitted after August 26, 2013 as part of the supporting documentation.

Example Policy:

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

Procedures for Documentation

Each subrecipient must be able to provide evidence that the debarment status of vendors has been verified before funds have been committed for a purchase or contract to the vendor. For purposes of HSGP reimbursements and advances a screen print of the SAM.Gov page indicating the vendor is not debarred provides that evidence.

Example Procedures:

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

1. Go to the EPLS Website (https://www.SAM.Gov).
2. The County/City Purchaser or their agent will search the EPLS system for the vendor.
3. If the vendor is found to be debarred, the vendor may not be used for procurements utilizing Homeland Security Grant Funds.
4. If the vendor is found not be debarred, print the screen page and retain with the procurement documentation.
5. A copy of the screen print indicating the vendor is not debarred, at the time of the procurement, must be included with the supporting documentation submitted to the Texas Homeland Security State Administrative Agency requesting reimbursement or advance.

SAA Monitoring

During monitoring and reviews, subrecipients must be able to provide proof of a written policy requiring verification of debarment status. Records of vendors verified 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.

*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.**

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SAA Information Bulletin
12-004
May 24, 2012
Revised
April 8, 2014

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

From: Machelle Pharr
Deputy Assistant Director

Subject: Tagging and Inventory Requirements for Homeland Security Funded Equipment

Purpose: This information bulletin replaces GDEM-SAA Information Bulletin (IB) No. 2, dated August 10, 2006. This IB takes effect as of the revised date listed above. 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 - personal property costing $5,000.00 or greater per-unit and having an estimated useful life of greater than one year.

Controlled Asset - 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	Authority
• Stereo Systems	(UGMS, SPA)
• Cameras including Still, Digital, and Video	(UGMS, SPA, THSSAA)
• Facsimile Machines	(UGMS)
• TVs, VCRs, DVRs, and DVD Players	(UGMS, SPA)
• Cellular and Portable Telephones	(UGMS, THSSAA)
• Desktop CPU – Apple and non Apple	(SPA, THSSAA)
• Portable CPU – Apple and non Apple-including Tablet Devices	(SPA, THSSAA)
• Printer – Portable and non portable	(SPA,THSSAA)
• Data Projectors	(THSSAA)
• GPS Devices	(THSSAA)
• Communications Equipment	(THSSAA)
• Hand Held and Vehicle Mounted Radios	(THSSAA)

- Hand Held Imaging Units (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). All sub-recipients must comply with the following Equipment Management guidance:

Equipment Inventory Requirements

Asset records must be maintained and a physical inventory and reconciliation of Homeland Security grant funded assets must be accomplished at a minimum of once every two years as required by grant guidance. THSSAA requires sub recipients to track and record all required grant-funded Capital Assets and Controlled Assets in an inventory system. All assets acquired by the jurisdiction including capital and controlled (regardless of age) are to remain on the jurisdiction's inventory until final disposition has occurred.

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: "Bear 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 maker 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)

Annual Inventory Control Requirement

All sub recipients that have Homeland Security assets that have not been disposed of and carried on their inventory system, are required to complete an annual inventory control certification form. The form provides for certification that the jurisdiction has completed a full physical inventory and reconciliation of Homeland Security assets within the past two years. The form must be submitted and received at the THSSAA by **June 30th** each year. You must initial all four components and complete the fifth component to be fully compliant.

Jurisdictions who fail to submit the form by the due date are deemed non-compliant and subject to suspension as outlined in 44 CFR § 13.43(a) (1)-(4) and will result in holding of reimbursements until the certification form is received.

The inventory certification form is located at:
http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm

Forms can be submitted either by fax to: 512-206-3137 or e-mail to: saamonitoring@dps.texas.gov.

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

ANNUAL INVENTORY CONTROL REQUIREMENT

Name of Jurisdiction:	Date:

INSTRUCTIONS: Please initial on the left to certify each of the following statements. All four sections must be certified to be fully compliant. Please return completed document by June 30 to THSSAA monitoring at:
Fax-512-206-3137 or email SAAmonitoring@dps.texas.gov

I. Controlled and Capital Assets Acknowledgement

Initial here to certify: _____	My jurisdiction has listed all required homeland security grant funded assets on our local inventory in accordance with THSSAA information Bulletin No. 12-004. http://www.txdps.state.tx.us/director_staff/saa/documents/saa12-004.pdf

II. Tagging of Grant Funded Assets

Initial here to certify: _____	My jurisdiction has tagged all Homeland Security grant funded assets in accordance with THSSAA Information Bulletin No. 12-004 including the name of the jurisdiction and a unique identifying number.

III. Equipment Inventory Requirements

Initial here to certify: _____	My jurisdiction maintains a physical inventory of Homeland Security grant funded assets and captures the following information for all equipment in accordance with THSSAA Information Bulletin 12-004. A. Description of the asset B. Serial number or other identification number C. Source of the asset D. Who holds the title E. Acquisition date F. Cost of the asset G. Percentage of federal participation in the cost of the asset H. Location I. Use J. Condition of the Asset K. Any ultimate disposition data including the date of disposal and sale price L. Control or Inventory Number (*Reference: A-133 Compliance supplemental, 44 CFR 13.32, UGMS*)

IV. PHYSICAL INVENTORY RECONCILIATION

Initial here to certify: _____	My jurisdiction has completed a full physical inventory and reconciliation of assets within the last 24 months in accordance with regulations. Our last physical inventory was conducted: _____

V. AUTHORIZED SIGNATURE(S)

Print Name of Jurisdiction/Organization	
Printed Name of Chief Elected Official, Chief Executive Officer, Or Chief Financial Officer	
Title (Judge, Mayor, ED, City Manager, CFO)	
Signature	
Date	

This form is located at: http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm

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SAA Information Bulletin
No. 11-005
June 2, 2011
REVISED August 2, 2013

To: All Councils of Government
All Texas State Homeland Security Grant Program Points of Contact
All Urban Area Security Initiative (UASI) Points of Contact

From: Machelle Pharr
Deputy Assistant Director

Subject: Supporting Documentation for Grant Expenditure Reimbursement Request

Effective Date: August 2, 2013

This information bulletin provides guidance as to what is considered acceptable documentation in support of expenditures for which reimbursement is requested. This revision supersedes revised SAA Information Bulletin 11-005 issued July 31, 2012. This Information Bulletin encompasses necessary supporting documentation to be submitted by sub-recipients of Homeland Security grant funds seeking reimbursement from the Texas Homeland Security State Administrative Agency (THSSAA) for grant-related expenditures.

All expenditure requests must have THSSAA approval prior to purchase. Requests for reimbursement should be submitted to the THSSAA at the earliest possible opportunity. This will allow for the THSSAA to draw down funds in a timely manner. All minimum supporting documentation requirements must be met when submitting expenses to the THSSAA for reimbursement. Omitting the proper supporting documentation will result in delay and possible denial of the reimbursement request. See the attached matrix for a list of documentation requirements.

Three Way Match: Generally Accepted Accounting Principles require that expenditures be properly supported. When assembling documents for payment of goods and services, the three way match rule should be followed. The three-way match requires an invoice, a purchase order and either a packing slip or a receiving report.

Three Way Match refers to the comparison of the quantities, price per unit, terms, etc. appearing on the vendor's invoice to the information on the purchase order, and to the quantities actually received.

> Chapter II, ATTACHMENT A, Section C paragraph 1.j.of the Uniform Grant Management Standards (UGMS) states: "Be adequately documented. Documentation required may include, but is not limited to, travel records, time sheets, invoices, contracts, mileage records, billing records, telephone bills and other documentation that verifies the expenditure amount and appropriateness to the grant."

To eliminate errors, the purchase order and packing slip (if provided by shipper) should be stamped as received, with the initials of the individual verifying the quantities received. If a receiving report is used, it should reference the Purchase Order number. The invoice should be matched to the packing slip and purchase order to ensure the quantities ordered were received and invoiced at the agreed upon price. The invoice should be notated to indicate it was paid, the date paid, and with a reference to a check number, Automated Clearing House (ACH) routing number, or other means of payment used.

Purchase Orders: The THSSAA recognizes there may be limitations in the procurement processes followed by some entities. If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official or individual who signed the grant award documents stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity.

Once this certification is received at the THSSAA, the entity must have a person sign and date invoices and indicate the item(s) were received. This is in place of matching the item(s) from the packing slip to a purchase order and invoice. When the reimbursement request is submitted to the THSSAA, a comment should be made in the Notes section of SPARs that this entity does not issue purchase orders and certification is on file with the THSSAA.

If the entity later begins issuing purchase orders or purchase agreements, they should notify the THSSAA and provide a copy of the local policies and procedures.

When contracts are being used in lieu of a Purchase Order, ensure the procurement process is accomplished in accordance with the Uniform Grant Management Standards Part III Subpart C.___.36; 44 CFR Ch 1 § 13.33 and § 13.36; and, any jurisdictional procurement policies.

Sub-grantees are also referred to THSSAA Information Bulletin No. 11 dated March 3, 2009 regarding Sole Source procurement requirements.

The three way match will work for purchases of most goods and services. However, contracts that include deliverables should be supported by certification the deliverable received complied with the contract specifications.

To ensure compliance with the Executive Order 12549 "Debarment and Suspension", any request for reimbursement or hardship advance must be supported by proof the vendor or contractor is not listed on the Excluded Parties List System (EPLS) prior to making the purchase or entering into a contract. To confirm the vendor is not on the list, the sub-recipient must print a copy of the search

results from the EPLS (https://www.SAM.gov/) and retain the results. The verification must be provided to the THSSAA as part of the supporting documentation when requesting reimbursement or an advance effective with any request submitted after August 23, 2013. This requirement is applicable to all procurements or contracts for goods or services related to Homeland Security Grants. See also SAA Information Bulletin 12-003.

Grant Matching Requirements. For grants that require proof of match, supporting documentation should contain sufficient detail to ensure Grant Coordinators can be assured the expenditure meets the match requirements. Grant guidance should be followed in determining allowability. If any questions arise, they should be directed to your Grant Coordinator.

Travel: Travel should be in accordance with the local travel policies of the employee's jurisdiction. If the jurisdiction does not have a written policy, then the Federal guidelines presented on the GSA website must be followed.[1]

In addition to the above, Travel expenditures require other special considerations and documentation.
Travel expenses must be supported by sufficient information to determine:

1. the travel was approved before commencement;
2. expenses incurred are allowable;
3. expenses above the generally allowed amounts were approved prior to commencing travel; and,
4. how the travel supports the grant.

For out-of-state travel, specific written approval is required from the Chief Elected Official/Chief Executive Officer or their properly designated representative. The information required of in-state travel is also required for out-of-state travel.

International travel requires specific written approval from the THSSAA and the Department of Homeland Security Program Directorate. Travel requests for international travel should be submitted in letter format with sufficient justification to ensure the necessity is clearly understood.

In all cases, any request for travel must be approved prior to commencement of the travel. Failure to obtain this approval may result in denial of the reimbursement.

Payroll Reimbursement: Reimbursement of payroll cost for backfill or overtime must be supported by timesheets and proof of payment to the employee. Copies of the payroll journal certified by the Payroll Officer or Chief Financial Officer may be submitted as proof of payment for payroll cost.

The attached table provides minimum supporting documentation requirements acceptable for submission to THSSAA for reimbursement.

In addition, jurisdictions receiving Operation Stonegarden funds are referred to SAA Information Bulletin 12-005 for additional information and guidance.

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[1] Go to the following link for general rules for Per Diem expenses:
http://www.gsa.gov/portal/ext/public/site/FTR/file/Chapter301p011.html/category/21868/#wp1089939

If you have any questions regarding this guidance, please contact the THSSAA Grant Technician for your region.

Category	Acceptable Supporting Documentation and Other Key Documentation Reminders
General	• Submissions for reimbursement should be limited to ten (10) line items or less per reimbursement request submission. • Do not mix projects on a submission. • Do not combine and resubmit denied submissions. • Do not submit multiple reimbursement requests for the same invoice, unless they are for -different projects. • Omitting the proper supporting documentation will result in denial of the reimbursement request. • **If the Sub-grantee enters into an agreement with others using Federal Grant Funds, the Sub-grantee must ensure the other parties understand they are bound by the same documentation rules as the Sub-grantee.** • For all goods and services a receiving report or signature of the individual receiving the goods or services and date received must be reflected on the Purchase Order or invoice. For Procurement Card purchases Purchase Orders are not required to be submitted if Purchase Orders are not required by local rule for that type of purchase. • If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official or individual who signed the grant award documents stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity. Not using purchase orders or purchase agreements does not relieve the entity from ensuring vendors used are not on the Excluded Parties List (EPLS). • **Evidence of verification the vendor used was not on the debarred list must be obtained by printing the Excluded Parties List (EPLS) search results from https://www.SAM.gov prior to making the purchase or issuing a contract. The results must be submitted as part of the supporting documentation when requesting reimbursement or an advance for goods or services. This requirement applies to all reimbursement or advance request submitted to the Texas Homeland Security State Administrative Agency (THSSAA).** • Please submit your signed submission cover sheet and the supporting documentation by either scanning all documents into SPARS or by emailing the coversheet and supporting documentation to SAA_RR@txdps.state.tx.us or fax to 512. 206-3137. (Please note there is an underscore between SAA and RR.) If you only submit the Signed Submission Coversheet by email or fax, indicate on the coversheet that the supporting documentation was uploaded in SPARS • If you do not have scanning capabilities, you may fax your Signed Submission Cover sheet with the supporting documentation to (512) 206-3137 to the attention of your Grant Technician. • * Options other than the cancelled check: You may submit a copy of the non-negotiable bank instrument in lieu of a cancelled check, but it must be accompanied by the detailed general ledger or equivalent report showing payment to the vendor.
Salary	• Copy of the payroll journal for the period reimbursement is being requested, listing the individual's name, and rate of pay. The page should also be certified by the Payroll Officer. (Redact SSN) • For overtime, copies of timesheets and work schedules must be provided. • For new hires, a copy of the job description must be submitted with the first request for reimbursement that includes the new hire.
Travel	• As prescribed by UGMS and 44, CFR local travel rules apply if established. If not, the Federal guidelines shown on the GSA website apply. • Written travel authorization documenting approval by the local entity prior to commencement of the travel • Travel voucher with all supporting documents required by local travel rules (i.e., airline ticket, gasoline receipts, meal receipts, transportation receipts, lodging receipts, tips, and the written approval.) • Accounting ledger/budget report listing indicating payment. • Effective for travel commenced after July 20, 2012, lodging cost in excess of Federal Per-diem rates will not be reimbursed unless the local authority has approved the higher rate prior to commencement of travel. • All out-of-state travel must be pre-approved by the local elected official, or the elected officials' designee, prior to commencement. Foreign travel must be approved by SAA and DHS prior to commencement.
Supplies	• Three way match (invoice, purchase order, receiving report).The invoice should be stamped paid and reference to, either a check number, ach routing number, or the means of payment used, and date. • Copy of the cancelled check.* • If the three way match information is not available the following should be provided: - Accounting ledger/budget report/cancelled check - Invoice marked paid and signed by the receiving individual and that all items were received. - A copy of the credit card statement reflecting the purchase and the cancelled check paying the balance. * • If an order is made via the internet and payment is made by credit card, provide a copy of the internet receipt and the confirmation email.
Equipment	Must be preapproved by SAA prior to purchase.

	• The purchase order or contract used for procurement of equipment must provide a full description of the equipment item(s) • Any Interoperable equipment such as radio/repeaters/based stations/consolettes/towers must include the approval of the State Wide Interoperable Communications Officer (SWIC) • Ensure compliance with the Federal Environmental Planning and Historical Preservation (EHP) program before procurement. • The EPH forms can be downloaded from the FEMA website at: http://www.fema.gov.government/grant/bulletins/index/shtm
Contract Services	• The first reimbursement request must contain a copy of the signed contract and the verification of debarment. ♦ If subsequent contract amendments change the scope and/or the amount, the revised signed contract must be submitted for the first reimbursement request subsequent to the amended contract. • Copy of the cancelled check and the vendor invoice reflecting the contract number.* • If deliverables are required by the contract, the reimbursement request must identify the deliverable and the vendor invoice must specifically reflect the deliverable being invoiced. • Accounting ledger/budget report listing/cancelled check • All payments for contractual services must reflect a date within the grant performance period. If the invoice reflects services outside the performance period, reimbursement will be denied.
Conferences/ Workshops/ Training	• Copy of the registration form and training certificate Name of the conference or workkshop • Inclusive dates of the training/conference workshop • Location of the event • Name(s) of the attendee(s) • For payments made by credit card, a credit card statement reflecting the charge and a copy of the cancelled check or EFT reflecting the payment of the credit card statement.* • Backfill charges must have: -the name of the individual used as a backfill -a breakdown of the amount and how it was derived -documentation supporting this information • If training reservation is made via the internet and payment is made by credit card, provide a copy of the internet receipt and the confirmation email. The purchase order should also be provided.
Exercises	• Name, type of exercise and location • Certificate from exercise, if offered. If a certificate is not offered, a copy of the order to participate in the exercise • Accounting ledger/budget report with attendee's name

Operating Expenses	• Postage, printing, communications, rental software, etc. Use the Cost Reimbursement Form (CRF) and supporting documentation identifying each charge for which reimbursement is being requested. For salaries, copies of the timesheets and proof of payment must be submitted. All other costs must be supported with the same documentation identified in the supplies and equipment areas above. Direct charges for phones, office supplies, equipment, etc., that are easily identified and relating to the operation of the COG must be supported by invoices, proof of receipt, and proof of payment. Indirect cost, where the costs are allocated based on approved indirect cost plan should be supported by a copy of the General Ledger.
	• If requesting reimbursement for indirect cost, provide a copy of the approved Indirect Cost Plan. Only one copy of the plan is needed unless the basis of the costs changes. Afterwards, provide a copy of each year's approval letter with the rates.
For jurisdictions receiving Operation Stonegarden Funds, please refer also to THSSAA Information Bulletin 12-005	

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SAA Information Bulletin
No. 12-007
July 31, 2012

To: All Sub-recipients of Operation Stonegarden Grant Program Funds
From: Machelle Pharr, Deputy Assistant Director

Subject: Operation Stonegarden Grant Program

This information bulletin provides additional guidance in support of expenditures for which reimbursement is being requested under the Operation Stonegarden Grant Program. The content of this bulletin is effective July 31, 2012. This Information Bulletin supersedes TDEM-SAA Information Bulletin #15 issued January 11, 2010.

The Texas Homeland Security State Administrative Agency (THSSAA) is responsible for ensuring all expenditures, for which reimbursement is being requested, are reasonable, allowable and allocable. The THSSAA is guided by Office of Management and Budget (OMB) Circular A-87 in making this determination.

Chapter II, ATTACHMENT A, Section C paragraph 1.j of the Texas Uniform Grant Management Standards (UGMS) requires expenditures to be adequately documented. The reference states: "Documentation required may include, but is not limited to, travel records, time sheets, invoices, contracts, mileage records, billing records, telephone bills and other documentation that verifies the expenditure amount and appropriateness to the grant."

Operation Stonegarden Grant recipients are prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved by the appropriate U.S. Customs and Border Patrol (USCBP) Sector Representative, U.S. Customs and Border Patrol (CBP) Sector Headquarters (HQ), and the Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Grant Development and Administration Division (GD&A) Program Analyst.

In addition, Operation Stonegarden Grant Recipients must have submitted the expenditure request into SPARs and obtained THSSAA approval prior to purchase or incurring an expense.

Sub-grantees are reminded that Operation Orders do not carry forward to a new grant. Each Operations Order is specific to the award and award year of the grant.

The U. S. Department of Homeland Security states that Operation Stonegarden funds may be used:

- to activate reserve State, local and Tribal law enforcement personnel
- to pay current part time law enforcement personnel salary bringing them to full time status
- for travel, per-diem and lodging to support up to a six (6) month deployment of law enforcement personnel to critical Southwest Border locations to support operational activities
- for fuel and/or fuel mileage reimbursement cap for operational activities
- for backfill costs for personnel supporting operational activities are allowable
- to support a request to the Governor to activate, deploy or redeploy specialized National GuardUnits/Packages and/or elements of State law enforcement to increase or augment Specialized/technical law enforcement elements operational activities
- to increase operational, material and technological readiness of State, local and Tribal law enforcement agencies.

However, prior to expending any OPSG funds, these categories must be included on an operations order that has been reviewed and approved by the appropriate USCBP Sector Representative, CBP Sector Headquarters (HQ), and the FEMA/GPD&A Program Analyst.

Sub-recipients are reminded that under FEMA grant guidance, no more than 50% of the amount of the award may be used for personnel costs (which includes, but is not limited to: overtime, backfill, and increasing capability by utilizing part-time and/or reserve law enforcement to support OPSG operational activities). This requirement may be waived at the discretion of the FEMA Administrator on a case by case basis, after receipt of a written request. The format for a waiver request can be found in Grant Programs Directorate Information Bulletin No. 321, dated July 09, 2009.

Payroll cost related to Operation Stonegarden funding is limited to operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for increased border security enhancement; cost of bringing part-time employees up to full time; or, cost associated with backfill for personnel supporting operational activities. Overtime hours are determined based on the local jurisdictions written overtime policy. That policy must be applied consistently across all funding sources whether they are Federal, State or local. If the jurisdiction indicates they are using the Fair Labor Standards Act (FLSA) or Department of Labor rules for their overtime policy, those rules will be applied to the overtime hours reported in the reimbursement request. For overtime calculated under the FLSA, paid leave is not allowable in the calculation of overtime, including comp time. For sub-recipients that have an Interlocal Cooperative Agreement, a Memorandum of Understanding or any other form of contract with other jurisdictions, the overtime policies of the sub-recipient receiving the award from the THSSAA is the controlling factor in determining calculation of overtime. The jurisdictions entering into the interposal agreement will be reimbursed based on the awarded sub-recipients overtime policy.

Request for reimbursement of payroll cost must be supported by timesheets, and proof of payment to the employee. **Request for reimbursement of overtime, backfill or cost of bringing part-time employees up to full time, shall only be for positions specifically identified in the operations order.** Copies of the payroll journal certified by the Payroll Officer or Chief Financial Officer must be included for each payroll reimbursement request submitted. Payroll reimbursements should be submitted monthly based on the ending date of the payroll period. For consistency, we have provided a form for use in submitting payroll reimbursement requests. Use of this form and

submission of the proper supporting documentation will facilitate timely reimbursement. Submission of multiple months on the same request will result in the denial of the request. The request will be returned and a separate reimbursement request must be submitted for each month included on the original request.

Unless otherwise authorized by FEMA/DHS, jurisdictions may not claim both mileage and fuel/vehicle maintenance at the same time. Mileage reimbursement is designed to include the costs for vehicle maintenance. If fuel is claimed, then vehicle maintenance may also be claimed. However, you cannot claim fuel and maintenance in addition to mileage. Note that on any operations order, (1) mileage must be listed as a budget item by itself, but not fuel and vehicle maintenance OR (2) fuel and vehicle maintenance can be listed as budget items, but not mileage. The AEL codes for these categories, when submitting expenditure requests are as follows:

(21OS-01-MILE) Mileage reimbursement for select operational expenses
(21OS-01-FLSG) Fuel reimbursement for select operational expenses
(21OS-01-MRSG) Reimbursement for select operational expenses associated with maintenance of Stonegarden operational vehicles

Mileage reimbursements should be submitted monthly on the appropriate form. For consistency, we have attached a form to be used for mileage claims.

Local governments receiving a grant from the THSSAA are responsible for ensuring all subcontractors are aware of and follow all grant requirements.

For reimbursement of equipment, the equipment must be included in the budget narrative submitted to Customs and Border Patrol and Department of Homeland Security included on the approved Operations Order.

The THSSAA recognizes there may be limitations in the procurement processes used by some entities. If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official, or individual who signed the grant award documents, stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity.

Documentation submitted in support of the reimbursement request must be in accordance with THSSAA Information Bulletin 11-005 (Revised July 2012).

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SAA Information Bulletin
No. 15-001
November 5, 2014

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

From: Garry Jones
Deputy Assistant Director

Subject: Allowability and Clarification of Weapons and Weapons Accessories

Effective Date: November 5, 2014

Purpose: This information bulletin provides clarification as to what is considered allowable and unallowable in regards to weapons and weapons accessories for sub-recipients of Homeland Security Grant Program (HSGP) funds seeking reimbursement from the Texas Homeland Security State Administrative Agency (THSSAA).

Scope: This information bulletin applies to all entities submitting expenditures that are partially or entirely funded with Homeland Security Grant Program funds.

Guidance: "Per FEMA policy, the purchase of weapons and weapons accessories is not allowed with HSGP funds" *(e.g. see the 2014 Homeland Security Grant Program Funding Opportunity Announcement – Unallowable Costs (page 57)*. However, accessories that are commonly associated with them may be allowable. The following general guidelines are used to determine allowability:

1. Is the item designed to be a lethal or less lethal weapon?
2. Is the item designed to be attached to a lethal or less lethal weapon?
3. Is the item's primary use to enhance the lethality of a weapon?
4. How will the item be used?

Determination Examples:

1. The City of X would like to purchase night vision and subject designator devices for their SWAT Team. They request the following equipment:

    A. Weapon Mounted Night Vision Device
    B. Omega Night Vision Binoculars
    C. Weapon Mounted LED Mini Integrated Pointing Illumination Module

    Items A and C would be unallowable because they are designed to attach to a weapon and enhance the lethality. However, item B would be allowable because it does not attach to a weapon nor enhance the lethality of the weapon.

2. The City of Z would like to outfit their SWAT Team with new body armor and accessories. The pouches are planned to be purchased separately in order to customize the vests for their specific needs. They request the following:

    A. Armored Vest and Plate Carrier
    B. Level IV Hard Armor Plate
    C. Large Utility Pouch
    D. Medical Pouch MOLLE
    E. Radio Pouch
    F. Double Mag Pouch
    G. 2 Point Padded Sling

    Items F and G are unallowable. Item F because it holds the ammunition and therefore enhances the lethality of the weapon and item G is unallowable because it is designed to attach to a weapon and item. The other items are allowable.

Additional Allowability Examples and Restrictions:

1. If you are planning on using a device that can attach to a weapon in a detached mode only, it is still unallowable. An example would be if you are purchasing a spotting scope that attaches to a rifle but you are attaching it to a gun stock that has no trigger mechanism, it is still unallowable.
2. If you purchase a device (e.g. night vision) that can be attached to any rifle accessory (e.g. rifle scope) it would also be unallowable.
3. Some weapons related trainings are not allowable:
    a. Weapon specific training (e.g. sharp shooter/sniper training)
    b. Training where live rounds are being used will be reviewed on a case by case basis by the SAA for allowability. *(also see #7 below)*
    c. Training that is not FEMA approved.
    d. Basic law enforcement training (e.g. law enforcement academy training or other routine training for law enforcement officers)
4. Most weapons and weapon accessories are restricted and may only be purchased for a NIMS typed team. Refer to the Responders Knowledge Base (RKB) under the Allowable Equipment List (AEL) Codes for more information.
5. Some equipment may require additional prior approval by FEMA on a case by case basis (e.g. simunitions, specialized training devices, training, etc.).
6. **All expenditure requests must have THSSAA approval *prior to purchase*.**
7. ***No ammunition* will be purchased with HSGP funding for any reason.**

General Allowability Chart:
This chart is just a reference and not all inclusive. If there is an item not listed and/or you have questions about an Item, please call your Grant Coordinator for assistance.

Item Name	Allowable	Unallowable	Reason(s) 1. Weapons mountable 2. Enhances the lethality 3. Weapon/Less lethal Weapon
Armor Plate	X		
Armored Vest	X		
Batons		X	3
Binoculars	X		
Bi-pods and Tri-pods (Non Weapon Mounted)	X		
Bi-pods and Tri-pods (Weapon/Rail Mounted)		X	1
Energetic Materials (explosive materials)	The SAA will review on a case by case basic and will follow FEMA's Policy #FP 104-008-207-1 on Energetic Materials for bomb squad training only. (Policy Link)		

Item Name	Allowable	Unallowable	Reason(s) 1. Weapons mountable 2. Enhances the lethality 3. Weapon/Less lethal Weapon
Flashbangs/Grenades		X	3
Gun Racks		X	1,2
Guns		X	3
Holsters (Gun or Taser)		X	1,2
Laser Pointing Device (Non Weapon Mounted)	X		
Laser Pointing Device (Weapon/Rail Mounted)		X	1,2
Laser Range Finders (Non Weapon Mounted)	X		
Laser Range Finders (Weapon/Rail Mounted)		X	1,2
Long Range Acoustic Device (LRAD)	LRAD's will be reviewed on a case by case basis by the SAA. ***NOTE:*** *The SAA may require the sub-grantee to submit a certification indicating the device will not be used as a less lethal weapon.*		
Night Vision Binoculars	X		
Night Vision Device (Non Weapon Mounted)	X		
Night Vision Device (Weapon/Rail Mounted)		X	1,2
Night Vision Scopes (Non Weapon Mounted)	X		
Night Vision Scopes (Weapon/Rail Mounted)		X	1,2
Pintle Mounts		X	1,2
Plate Carrier	X		
Pointing Illumination Module - Flashlight (Non Weapon Mounted)	X		
Pointing Illumination Module - Flashlight (Weapon/Rail Mounted)		X	1,2
Pointing Laser Module (Non Weapon Mounted)	X		
Pointing Laser Module (Weapon/Rail Mounted)		X	1,2
Pouch - Radio	X		
Pouches - Flashlight	X		
Pouches - Mag		X	2
Pouches - Medical	X		
Pouches - Utility	X		
Slings (Non Weapon Mounted)	X		
Slings (Weapon Mounted)		X	1,2
Spotting Scopes (Non Weapon Mountable)	X		
Spotting Scopes (Weapon/Rail Mounted)		X	1,2
Tasers		X	3
Thermal Scopes (Non Weapon Mountable)	X		
Thermal Scopes (Weapon/Rail Mountable)		X	1,2
Thermal Vision Device (Non Weapon Mounted)	X		
Thermal Vision Device (Weapon/Rail Mounted)		X	1,2
Training - FBI Bomb squad (FEMA approved)	X		
Training - SWAT Sniper		X	2
Other Less lethal Weapons		X	1,2

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THSSAA Information Bulletin
No. 15-002,
April 2, 2015

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: Garry Jones
Deputy Assistant Director
Texas Homeland Security State Administrative Agency (THSSAA)

Subject: Use, Disposition, Pass-through and Loan of HSGP Funded Equipment

Attachment: (1) SF-428, SF-428c, and SF-428s Forms
(2) Equipment Pass-Through Form
(3) Equipment Loan Form

Purpose:

This Information Bulletin clarifies the use of and process to dispose of, pass-through or loan grant purchased equipment and replaces THSSAA Information Bulletin #3 issued August 31, 2006 and THSSAA Information Bulletin #11-001 issued March 2, 2011. This will apply to all Homeland Security grant-funded equipment that is either noted as a capital asset or a controlled asset per THSSAA Information Bulletin# 12-004.

In some cases sub-recipients are required to request disposition instructions for equipment acquired with grant funds (acquired equipment) when original or replacement equipment is no longer needed for the original program or for other activities currently or previously supported by a Federal agency. Sub-recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the Federal government.

Sub-recipients may pass-through equipment procured with grant funds to a project participant to carry out grant-funded activities.

Sub-recipients may temporarily loan equipment procured with grant funds to a governmental or non-governmental entity to carry out or support grant-related activities.

Definitions:

Acquired Equipment – Equipment purchased with grant funds.

Fair Market Value – An estimate of the market value of a property, based on what a knowledgeable, willing, and unpressured buyer would probably pay to a knowledgeable, willing, and unpressured seller in the market. An estimate of fair market value may be founded either on precedent or extrapolation.

Passed-through Equipment – Equipment procured by a sub-recipient on behalf of a project participant or equipment purchased by a project participant and reimbursed by a sub-recipient to carry out a grant-funded project.

Project Participant – an entity participating in a grant-funded program that purchases or is reimbursed for equipment or other services as a direct result of their relationship with a sub-recipient in an effort to carry out grant-funded activities.

Receiving Entity – The recipient of passed-through or loaned assets.

Sub-recipient – an entity that receives a sub-award from the Texas Homeland Security State Administrative Agency to carry out all or part of a grant-funded program.

Written Appraisal – A report or document stating, based on an educated and professional opinion, the Fair Market Value of an asset.

Equipment Use

Per 44CFR § 13.32 (c), grant-funded equipment shall be used by the sub-recipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal funds.

When no longer needed for the original program, the equipment may be used in other activities currently or previously supported under a federal grant or sub-grant.

Passed-through Equipment

Acquired equipment may be passed-through from a sub-recipient to a project participant to carry out grant-funded activities under the following conditions:

- A memorandum of understanding (MOU) exists between the sub-recipient and the project participant (see section below for MOU requirements).
- The project participant must meet the same THSSAA eligibility criteria as the sub-recipient (see http://www.txdps.state.tx.us/director_staff/saa/documents/genHSGPEligInstr.pdf for general eligibility requirements). It is the responsibility of the sub-recipient to verify the eligibility of the project participant. The sub-recipient may be required to refund the cost of any equipment purchased with grant funds if it is determined that the project participant did not meet all eligibility requirements.
- The sub-recipient is responsible for notating on their inventory log, at a minimum, the following information for each passed-through equipment item:
    - A description of the asset

- A serial number or other identification number (Should match serial number or ID number recorded on project participant's inventory log.)
- The location of the equipment
  - The location may be referenced as the project participant's jurisdiction
  - A notation and the date that the equipment item was passed-through to a project participant

  Example Location Entry: Pass Through to Sample County on 1/15/15

- The sub-recipient must maintain, at a minimum, the above referenced information on their inventory list until notification is received from the project participant that the equipment has been properly disposed of.
- The project participant becomes responsible for any aspects of the asset including inventory control, disposition, and complying with all grant requirements as noted in the MOU.

The corresponding THSSAA Passed-through Equipment Form must be completed under all conditions for all controlled or capital assets as defined by THSSAA IB 12-004. A copy of the THSSAA form must be retained by both parties.

Loaned Equipment

Acquired equipment may be temporarily loaned to a governmental or non-governmental entity to carry out or support grant-related activities under the following conditions:

- A memorandum of understanding (MOU) exists between the sub-recipient and the receiving entity (see section below for MOU requirements).
- The receiving entity of loaned equipment must meet the same THSSAA eligibility criteria as the sub-recipient see http://www.txdps.state.tx.us/director_staff/saa/documents/genHSGPEligInstr.pdf for general eligibility requirements). It is the responsibility of the sub-recipient to verify the eligibility of the receiving entity.
- Equipment is loaned for a temporary time period for the purpose of a recent or immediate upcoming event. There is no intention by the sub-recipient to have the receiving entity keep the equipment.
- The sub-recipient retains responsibility for all aspects of the asset, including inventory control, disposition and complying with all grant requirements.

Some governmental entities in the State of Texas find it necessary in the furtherance of their Emergency Operations Plan to loan equipment to non-governmental responding entities. Some examples would be: school districts, not for profit organizations, volunteer fire departments, etc. In consultation with the Department of Homeland Security, following are additional eligibility requirements for loans to non-governmental entities:

- The non-governmental entity must be an emergency response or public safety agency.
- The sub-recipient in receipt of Homeland Security grant funded equipment must determine the non-governmental entity is included in the Emergency Operations Plan of a governmental jurisdiction. This plan must meet and be maintained at no less than the intermediate preparedness level required for HSGP grant eligibility and be on file with the Texas Division of Emergency Management (TDEM).

- The non-governmental entity must comply with HSPD-5, Management of Domestic Incidents, the adoption of the National Incident Management System (NIMS), a requirement to receive Federal preparedness assistance through grants, contracts, and other activities.
- It is allowable for a NIMS compliant organization to purchase equipment which is then used by others via a Memorandum of Understanding. Such an arrangement would be appropriate when a governmental entity wants to ensure that its organizations, included in their Emergency Operations Plan, with fewer resources can still effectively respond. The receiving entity(ies) should have a plan indicating whether and/or how they address the NIMS recommendations for Non-governmental entities.

The corresponding THSSAA Equipment Loan Form must be completed under all conditions for all controlled or capital assets as defined by THSSAA IB 12-004. A copy of the THSSAA form must be retained by both parties.

Emergency Loan Conditions:

In the event of a time sensitive situation where time spent verifying eligibility may endanger life or property, equipment may be loaned for mutual aid immediately but for a period of **not more than 60 days** without the need to verify eligibility. The sub-recipient will complete the (Equipment Loan Form) and retain it in their files.

Example: A storm hits a small community and has knocked out power. Generators are needed to help power a local hospital. Time is of the essence and a jurisdiction would not need to verify eligibility before moving the equipment. The generator will only be needed for a few weeks until power is restored.

Memorandum of Understanding (MOU) for Passed-Through or Loaned Equipment:

A sub-recipient who passes-through or loans procured equipment to another eligible jurisdiction or non-governmental entity must develop and complete an MOU for all controlled and capital assets as defined in SAA IB# 12-004.

The MOU must include:

1. The basis of the agreement.
2. Signature and date of both parties.
3. Details of the equipment to include: Description, Control number, SER/VIN number, Model number, Acquisition date and Unit cost.
4. Responsible party for the care, custody, control, maintenance, disposition and use of the equipment including but not limited to:
    a. Inventory control of any equipment loaned to a non-governmental entity in accordance with THSSAA Policy and the Uniform Grant Management Standards.
    b. Maintaining any issued equipment in good working order.
    c. Ensuring the equipment is used only as allowable under the grant and in the furtherance of the Emergency Operations Plan.
    d. Ensuring the sub-recipient is notified when passed-through equipment is disposed of by a project participant.

The MOU must be retained by both the receiving entity and the sub-recipient.

Equipment Disposition – Approval Required

Approval to dispose of equipment with a current per unit fair market value (FMV) of $5,000 or more is required in the following circumstances:

- The original sub-grant from which the equipment was purchased is still open (active).
- Original or replacement equipment acquired under a sub-grant is lost, destroyed, or stolen and insurance proceeds to purchase or offset the cost of a replacement are available.
- Original or replacement equipment acquired under a closed grant or sub-grant is no longer needed for the original program or for other activities currently or previously supported by either the Federal awarding agency under which the equipment was originally procured or any another Federal agency.
- When original or replacement equipment is sold the awarding agency shall have a right to an amount calculated by multiplying the current FMV or proceeds from sale by the awarding agency's share of the equipment:

  (FMV) X THSSAA's percentage (%) share of the original equipment acquisition cost.

  Example 1: Equipment Purchased Using 100% Grant Funds
  Current fair market value (appraisal) = $6,300.
  Formula: $6,300 X 100% = $6,300
  THSSAA would be entitled to the full $6,300.

  Example 2: Equipment Partially Purchased with Grant Funds
  Current fair market value (appraisal) = $6,300
  Percent that grant funds contributed to original purchase: 75%
  Formula: $6,300 X 75% = $4,725
  THSSAA would be entitled to $4,725

Equipment Disposition - No Approval Required

A disposition request is NOT required if the grant-funded equipment meets any of the following conditions:

- The current per unit fair market value of the equipment is less than $5,000.
- It is being used by the program for which it was originally acquired, regardless of whether or not the program is still receiving federal grant funds.
- The original sub-grant under which the equipment was purchased is closed and it is being used by another program within the jurisdiction/agency, region, or state that has received federal grant funds.

When no longer needed for the original program, the equipment may be used in other activities currently or previously supported under a federal grant or sub-grant. Note: Disposing of equipment by transferring to other federally funded programs implies the equipment is no longer necessary within the original grant program. As a result, THSSAA may not consider funding requests for similar equipment purchases from a sub-recipient who has transferred equipment in this manner for a period of time similar to the typical useful life of the transferred equipment.

- First preference for other use shall be given to programs currently or previously supported by grants from the federal awarding agency that sponsored the grant under which the equipment was procured.

For example, if the equipment was procured under the federal Homeland Security Grant Program from the Department of Homeland Security, Federal Emergency Management Agency (FEMA), then first preference must be given to other programs funded by FEMA in the order referenced below:

- Sub-recipients should first **review needs within their jurisdiction/agency** to determine if any programs supported by FEMA could use the equipment.
- If no programs within the jurisdiction/agency need the equipment then sub-recipients should **consult with the COG/UASI to review needs** within the region.
- If no programs within the COG/UASI region need the equipment then sub-recipients should **consult with THSSAA** to determine if the equipment could be used within any TXDPS programs funded by FEMA or within a program located within another region of the state.

- Next preference for other use shall be given to programs currently or previously supported by any other federal awarding agency. This includes any program that has received federal funds through a grant or sub-grant from any federal agency. Consideration must be given to other programs that are receiving or have received federal funds in the same order referenced above.

The sub-recipient must document the disposition date on their equipment inventory log and maintain documentation supporting decisions allowing for equipment use based on the preferences listed above.

Equipment Disposition Request Procedure:

A Tangible Personal Property Report (SF-428), Disposition Request (SF- 428c), and Supplemental Sheet (SF-428s) are required to request disposition instructions or report disposition for equipment with a current per unit FMV of $5,000 or more. A written appraisal of FMV must be included with the forms.

- The sub-recipient or receiving entity of passed-through equipment must submit the forms and written appraisal to the THSSAA Monitoring Section at SAAMonitoring@dps.texas.gov.
- If applicable as noted in the grid below, THSSAA will forward the documents to FEMA for approval, denial or special instructions.
- If THSSAA or FEMA does not provide disposition instructions within 120 days, the sub-recipient or receiving entity of passed-through equipment may continue to use the equipment or dispose in accordance with the applicable property standards.
- THSSAA will notify the sub-recipient or receiving entity of passed-through equipment of THSSAA's or FEMA's decision.

Disposition Approval Matrix for Equipment Valued Over $5,000

Equipment Disposition Type	Active Grant	Closed Grant
Retain for Original Purpose	No Approval Required	No Approval Required
Use in Other Federally Funded Activity/Program	THSSAA Approval Only	No Approval Required
Use Insurance Proceeds to Replace Lost, Destroyed, or Stolen Equipment	THSSAA Approval Only	THSSAA Approval Only
Trade in or Sell to Offset Cost of Replacement Equipment	THSSAA Approval Only	THSSAA Approval Only
Sell Equipment w/ Federal Share of Proceeds Refunded	THSSAA/FEMA Approval	THSSAA/FEMA Approval
Use in Non-Federally Funded Activity/Program	THSSAA/FEMA Approval	THSSAA/FEMA Approval

For any questions not addressed here or about the SF-428 forms, contact THSSAA monitoring unit.

Texas Department of Public Safety
Texas Homeland Security State Administrative Agency
Homeland Security Grant Program
Passed-Through Property Record

Sub-recipient:

_____
Name of Organization

_____
Street/Mailing Address, City, County, Zip

_____
Printed Name and Title

_____ _____
Signature Date

Project Participant:

_____
Name of Organization

_____
Street/Mailing Address, City, County, Zip

_____
Printed Name and Title

_____ _____
Signature Date

This is to certify that the property described below was acquired through the expenditure of grant funds awarded to the above named Homeland Security Grant Program Sub-recipient. The Project Participant receiving the property certifies that they have knowledge of the laws, rules and regulations of Texas Homeland Security grants. The Project Participant further certifies that they agree to be bound by all the contract covenants and exhibits to the Sub-recipient's Agreement and any modifications or amendments to that agreement as if they were written here. The Sub-recipient and Project Participant further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Sub-recipient further certifies that the Project Participant has complied with all Texas Homeland Security State Administrative Agency eligibility requirements.

Property being passed-through

Item description: _____
Item Control Number: _____
Serial Number/VIN: _____
Model Number: _____
Acquisition Date: _____
Unit Cost: _____

This form is provided for the benefit of grant administration. TXDPS/THSSAA cannot advise Sub-recipients about the legality of any specific property that is passed-through. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.

THSSAA EQUIPMENT LOAN RECORD

ITEM CONTROL/SERIAL NUMBER	ITEM DESCRIPTION	ORIGINAL SUBRECIPIENT	ORIGINAL SUBRECIPIENT PERSONNEL NAME/SIGNATURE	DATE LOANED	RECEIVING ENTITY	RECEIVING PERSONNEL NAME/SIGNATURE

The subrecipient maintains responsibility for inspection and financial liability for loss or damage to grant funded assets. Subrecipients must exercise reasonable care to safeguard assets from negligence and abuse, while providing proper maintenance as required. It is the subrecipient's responsibility to complete the paperwork for the loan. Receiving entities acknowledge compliance with Texas Homeland Security State Administrative Agency grant and eligibility requirements as noted in the Sub-Recipient Agreement. It is the subrecipient's responsibility to ensure the receiving entity has met those eligibility requirements before loan of equipment. All equipment must be returned to the subrecipient for disposition.

EMERGENCY LOANS

In the event of a time sensitive situation where time spent verifying eligibility may endanger life or property, equipment may be loaned for mutual aid immediately but for a period of not more than 60 days without the need to verify eligibility. **Please provide a brief description of the nature of the event and why eligibility could not be verified:**

TANGIBLE PERSONAL PROPERTY REPORT
SF- 428

		Page	of Pages
1.Federal Agency and Organization Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned by Federal Agency	3a. DUNS	3b. EIN
4. Recipient Organization (Name and complete address including zip code)		5. Recipient Account or Identifying Number	
6. Attachment (Check applicable) ___ Annual Report (SF-428-A) ___ Final (Award Closeout) Report (SF-428-B) ___ Disposition Report/Request (SF-428-C)		7. Supplemental Sheet ___ Yes ___ No	
8. Comments			
9a. Typed or Printed Name and Title of Authorized Certifying Official		9c. Telephone *(area code, number, extension)*	
		9d. Email address	
9b. Signature of authorized Certifying Official		9e. Date report submitted *(Month, Day, Year)*	
		10. Agency use only	

Instructions for Tangible Personal Property Report: SF-428

The estimated annual public reporting burden for the collection of information on this form and its attachments is estimated to average 2.75 hours per respondent, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

This is a standard form to be used by awarding agencies to collect information related to tangible personal property (equipment and supplies) when required by a Federal financial assistance award. The form consists of the cover sheet (SF-428) and three attachments to be used as required: Annual Report, SF428-A; Final (Award Closeout) Report, SF-428-B; and a Disposition Request/Report, SF-428-C. A Supplemental Sheet, SF-428S, may be used to provide detailed individual item information.

A. General Instructions:

Tangible personal property means property of any kind, except real property, that has physical existence. It includes equipment and supplies. It does not include copyrights, patents or securities. For convenience, throughout this form and its attachments, the term property will be synonymous with tangible personal property. The terms equipment and supplies will be used when referring to specific requirements.

Property may be provided by the awarding agency or acquired by the recipient with award funds. Federally-owned property consists of items that were furnished by the Federal government.

Recipients of Federal assistance awards may be required to provide Federal awarding agencies with information concerning property in their custody annually, at award closeout or when the property is no longer needed. Specific requirements will vary based on award provisions, the type of property (equipment or supplies) and whether the property is Federally-owned. This reporting form and its attachments are intended to assist recipients to provide necessary information when it is required.

1. **Federal Agency and Organizational Element to Which Report is Submitted.** Enter the name of the Federal agency and the agency organization element identified in the award document or as otherwise instructed by the agency. The organizational element is a sub-agency within a Federal agency. For example, the Air Force Office of Scientific Research (AFOSR) is an organizational element within the Department of Defense.

2. **Federal Grant or Other Identifying Number Assigned by Federal Agency.** Enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award.

3a. **DUNS.** Enter the recipient organization's Data Universal Numbering System (DUNS) number or Central Contract Registry extended DUNS number. The DUNS number is also referred to as the Universal Identifier.

3b. **EIN.** Enter the recipient organization's Employer Identification Number (EIN) as assigned by the Internal Revenue Service.

4. **Recipient Organization.** Enter the name and complete address, including zip code, of the recipient organization.

5. **Recipient Account or Identifying Number.** Enter the account number or other identifying number assigned to the award by the recipient. This number is for the recipient's use and is not required by the Federal agency.

6. **Attachment.** Check the applicable line to indicate the type of attachment being submitted. Use the Annual Report, SF-428-A, when required to provide annual inventory listings of Federally-owned property. Use the Final Report, SF-428-B, when required to provide property information in connection with the closeout of an award. Use the Disposition Request/Report, SF-428-C, when required to request disposition instructions for or to report the disposal of Federally-owned property or acquired equipment, at any time other than award closeout (i.e., during the award period or after award closeout as long as the Federal government retains an interest in the item).

7. **Supplemental Sheet.** Check the applicable block to indicate whether a Supplemental Sheet is attached. Recipients may use the SF-428S or equivalent document such as a computer print out to provide required detailed individual item information.

8. **Comments.** Provide any explanations or additional information in this block. Attach additional sheets if necessary.

9a. **Typed or Printed Name and Title of Authorized Certifying Official.** Enter the full name and title of the recipient representative authorized to sign this report.
b. **Signature of Authorized Certifying Official**. Original signature of the recipient's authorized certifying official.
c. **Telephone.** Enter the telephone number of the individual listed in Line 9a.
d. **Email address.** Enter the email address of the individual listed in 9a.
e. **Date report submitted.** Enter the date the report is submitted to the Federal agency.

10. **Agency use only.** This section is reserved for Federal agency use only.

TANGIBLE PERSONAL PROPERTY REPORT
Supplemental Sheet SF-428S

Federal Grant or Other Identifying Number Assigned by Federal Awarding Agency (Block 2 of SF-428)	Attachment Type ___ Annual Report ___ Final (Award Closeout) Report ___ Disposition Request/Report	Page	Of Pages

Complete one row for each item:

	Award Number (a)	GP or ACQ (b)	Description of Item (c)	Identification Number (d)	Acq. Date (e)	Cond. Code (f)	Acq. Cost (g)	Disp. Req. (h)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Instructions for Tangible Personal Property Report: SF-428S

A. General Instructions

This is a standard form to be used by recipients to provide detailed individual item information in connection with required reports of tangible personal property under Federal assistance awards.

Federal Grant or Other Identifying Number Assigned by Federal Agency. Enter the Federal grant, cooperative agreement or other financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award. If the Supplemental Sheet is submitted in connection with a Consolidated Annual Report Attachment, leave blank and enter individual award numbers in Column (a) for each item.

Report Type. Indicate the type of report Attachment for which the individual item information is being provided.

a. **Award Number.** For Consolidated Annual Report Attachments, enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award. For all other Report Attachments (i.e., Individual Annual, Final, and Disposition Request/Report) leave blank.

b. **GP or ACQ.** Enter GP if the item is Federally-owned property. Note: Federally-owned property consists of items furnished by the Federal Government for use on the award identified in Block 1 or Column a. Enter ACQ if the item was acquired with award funds.

c. **Description of Item.** Provide a brief description of the item.

d. **Identification Number.** Enter the manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.

e. **Acq. Date.** Enter the date the item was acquired by the recipient. For items furnished by the Federal Government, enter the date received by the recipient.

f. **Cond. Code.** Enter the applicable condition code from the following list:

Code	Description
1	Excellent. Property that is in new condition or unused condition and can be used immediately without modification or repairs.
4	Usable. Property which shows some wear, but can be used without significant repair.
7	Repairable. Property which is unusable in its current condition but can be economically repaired.
X	Salvage. Property which has value in excess of its basic material content, but repair or rehabilitation is impractical and/or uneconomical.
S	Scrap. Property which has no value except for its basic material content.

g. **Acq. Cost.** Enter the item acquisition cost.

h. **Disp. Req.** Indicate the type of disposition requested for each item by entering the corresponding number from Block 2 of the Final Report Attachment or Block 1 of the Disposition Request/Report Attachment. However, it is not necessary to enter this information when requesting the same disposition for all items of Federally-owned property or the same disposition for all items of Acquired Equipment (the disposition request indicated in the applicable Block(s) of the Final Report Attachment or the Disposition Request/Report Attachment will be sufficient). Not required for Annual Report Attachments.

TANGIBLE PERSONAL PROPERTY REPORT
Disposition Request/Report SF-428- C

Federal Grant or Other Identifying Number Assigned by Federal Agency (Block 2 of SF-428)

1. **Request Disposition Instructions for**:	**For Agency Use Only**
a. **Federally-owned Property** *(Select one or more and attach Supplemental Sheet SF-428S or recipient equivalent)* (i) ___ Request Federal Agency disposition instructions (ii) ___ Other (Specify in Block 8 "Comments" or attach request)	Agency response to requested disposition of Federally owned property: (i) Recipient request approved___ denied ___. (ii) Dispose in accordance with attached instructions ___.
b. **Acquired Equipment with current fair market value of $5,000 or more** *(Select one or more and attach Supplemental Sheet SF-428S or recipient equivalent)* (i) ___ Request approval to trade-in or sell to offset costs of replacement equipment (ii) ___ Request Federal Agency disposition instructions	Agency response to requested disposition of acquired equipment: (i) Recipient request approved___ denied ___. (ii) Dispose in accordance with attached instructions ___.

Authorized Awarding Agency Official	
Signature:	Date:
Name:	Phone:
Title	Email

2. **Report Disposition by Sale or Retention**

a. ___ Retention of acquired equipment for use on non Federally supported projects

b. ___ Sale of acquired equipment

(Attach Supplemental Sheet SF-428S or recipient equivalent and complete worksheet below)

(i) Sale proceeds (or estimate of current fair market value)..... $_____

(ii) Percentage of Federal participation ..... _____%

(iii) Federal share ..... $_____

(iv) Selling and handling allowance ..... $_____

(v) **Amount remitted to the Federal Government**..... $_____

3. **Report Loss, Destruction or Theft of Federally-owned Property**

___ Loss, Destruction or Theft of Federally-owned property

(Attach Supplemental Sheet SF-428S or recipient equivalent and describe the circumstances in Block 4)

4. **Comments**

DISPOSITION REQUEST/REPORT ATTACHMENT TO TPR

Agency use only

Instructions for Disposition Request/Report: SF-428 Attachment C

A. General Instructions:

This Attachment is to be used by recipients when required to request disposition instructions or to report disposition of Federally-owned property or acquired equipment under Federal assistance awards at any time other than award closeout (i.e., during the award period or after closeout as long as the Federal government retains an interest in the item).

Recipients provided Federally-owned property for use under Federal assistance awards are required to request disposition instructions from the awarding agency when the Federally-owned property is no longer needed for the authorized purpose. Recipients may be required to request disposition instructions for equipment acquired with award funds (acquired equipment) when an item is no longer needed for use on Federally-sponsored activities. Recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the Federal government. This attachment is intended to assist recipients in providing appropriate information to the awarding agency. Note: If the Federal awarding agency has exercised statutory authority to vest title to acquired equipment in the recipient with no further obligation to the Federal government, you are not required to request disposition instructions or to report disposition (i.e., sale or retention for non Federal use) of those items of equipment.

Federal Grant or Other Identifying Number Assigned by Federal Agency. Enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award.

1. **Request Disposition Instructions for:** Use this section to request Federal awarding agency disposition instructions when required by the award provisions.

a. **Federally-owned Property.** Consists of items that were furnished by the Government. Check applicable blocks to indicate the requested Federal awarding agency action for items that are no longer needed for use on the award specified in Block 2.

(i) To request Federal agency disposition instructions.
(ii) To request a specific disposition, e.g., transfer to another award.

b. **Acquired Equipment with a current fair market value of $5,000 or more.** Note: Fair market value means the best estimate of the gross sales proceeds if the property were to be sold in a public sale. Check applicable blocks to indicate the requested Federal awarding agency action.

(i) To request approval to trade-in or sell to offset costs of replacement equipment.
(ii) To request Federal agency disposition instructions for equipment acquired with award funds.

2. **Report Disposition by Sale or Retention.** Use this section when required to compensate the Federal awarding agency for its interest in acquired equipment with a current fair market value of $5,000 or more that you have sold or retained for use on non Federally supported activities. Check applicable blocks to indicate the type of action being reported and complete the worksheet to calculate the amount of compensation due to the awarding agency for its interest in the equipment.

a. Retention of acquired equipment for use on non-Federally supported projects.
b. Sale of acquired equipment.

Worksheet

(i) Enter the total amount received if the equipment has been sold. Enter an estimate of the current fair market value if the equipment will be retained for use on non Federally funded projects.
(ii) Enter the percentage of Federal Government participation in the award under which the equipment was acquired.
(iii) Enter the dollar amount of sales proceeds (or estimate of current fair market value) multiplied by the percentage of Federal Government participation listed in (ii).
(iv) If the equipment was sold, enter the amount of selling and handling expenses. Enter zero if the equipment will be retained for use on non-Federally funded projects.
(v) Enter the amount of the Federal share in (iii) less the selling and handling expense listed in (iv). Indicate in Block 8 how the funds are being returned to the government. For example, attached check made out to the Awarding Agency/U.S. Treasury or electronic remission.

3. **Report Loss, Destruction or Theft of Federally-owned Property.** Use this section to notify the awarding agency. Check block to indicate that Federally-owned property has been lost, damaged or stolen, list the item(s) on SF-428S or recipient equivalent and describe the circumstances in Block 4.

4. **Comments.** Provide any explanations or additional information in this block. Attach additional sheets if necessary.

Agency use only. This section is reserved for Federal agency use only.

EXHIBIT “G”

Weekly Activity Report

HIDALGO COUNTY

Your Local Agency Name

OPERATION STONEGARDEN WEEKLY ACTIVITY REPORT

Date	Number of Officers worked	Hours worked (Shift)*	Location Worked	Outcome
7/13/2015	3	1800-0400	WEST- Citrus City Area	25 VEHICLE STOP, 8 CITATIONS, 17 WARNINGS
		SAMPLE		
Total	3			

EXHIBIT “H”

Daily Activity Report Summary and Detail

PLEASE TYPE IN YOUR CITY NAME
2014 OPERATION STONEGARDEN
GRANT #: EMW-2014-SS-00029

DAILY ACTIVITY REPORT SUMMARY

Date: _____ **Overtime Rate:**_____

Begining 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: _____

Officer (Print)_____ **Title:** _____ **I.D. #** _____

Officer (Sign)_____ **Title:** _____ **I.D. #** _____

Supervisor: _____ **Title:** _____ **I.D. #** _____

PLEASE TYPE IN YOUR CITY NAME

DAILY ACTIVITY REPORT DETAIL

OPSG 2014 Grant#: EMW-2014-SS-00029

PLEASE PRINT LEGIBLY

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

1.)

SECTOR	:00 PM - :00 AM, Officer 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:** _____

7/31/2015 11:58 AM

EXHIBIT "I"

Property Acquisition Form

EXHIBIT "I"

CITY NAME
2014 STONEGARDEN GRANT - PROPERTY ACQUISITION FORM
GRANT #EMW-2014-SS-00029

Description	Tag ID#	Serial or ID#	Source of Property	Title Owner	Acquisition Date	Cost	% of Federal/ State Participation in Cost of Property	Location	Use & Condition of Property	Disposal Date	Price Sold

To be submitted monthly with attached photos of all equipment showing ID tags.

STATE OF TEXAS §

COUNTY OF HIDALGO §

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

This Agreement is made and entered into this ___day of _____, 2015, by and between the County of Hidalgo, a political subdivision of the State of Texas (hereinafter referred to as "County") and the City of Alamo, 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 $4,674,438.00 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 2014 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 2014 Sub-Recipient Award for Hidalgo County," (Sub-Recipient Agreement) dated May 7, 2015, 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 No. 12-003 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 $80,000.00 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 the 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 reimbursements pertaining to costs incurred or performances rendered that are not in compliance with 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 complete and execute a Passed-Through Property Record or Equipment Loan Record, as necessary, for each asset purchased with Grant funds, as required by State Administration Agency Bulletin 15-002 or its successor (**See Exhibit "F"**).

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 No. 12-004 or its successor (**See Exhibit "F").** City shall conduct an annual physical inventory for all assets purchased with current and prior Grant funds and provide said information to County on an annual basis. The inventory identified on the Property Acquisition Form should include a complete and accurate listing of all equipment/assets including tag numbers, id numbers and serial numbers with photographs depicting same (**See Exhibit "I"**). City shall not use Grant funds for the purchase of weapons and weapons accessories in accordance with State Administrative Agency Bulletin No. 15-001 or its successor (**See Exhibit "F"**).

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 required for reimbursement of Grant funds from County. These include but not limited to the Cost Reimbursement Form and all supporting documentation **(See Exhibit "F"),** a Passed Through Property Record or Loan Record (with photographs and SAM.gov verification) **(See Exhibit "F"),** a Property Acquisition Form detailing a cumulative report of all property secured with Grant funds from the inception of the first Grant period **(See Exhibit "I")** and the Annual Inventory Control Requirement Form **(See Exhibit "F").** These reports must be submitted to County by **June 30th** of each year. City shall provide County with a weekly activity report (**See Exhibit "G"**). 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 No. 12-004 or its successor attached thereto.)

As noted above, all reports required for submission are as follows:

FORMS	**SUBMIT**
Eligibility Certification Form	Annually

Annual Inventory Control Requirement Form	Annually
Property Acquisition Form	Annually
Weekly Activity Report	Weekly
Agency Cost Reimbursement Request Form	With Reimbursement Request
Individual Reimbursement Request Form	With Reimbursement Request
Daily Activity Report Summary	With Reimbursement Request
Daily Activity Report Detail	With Reimbursement Request
Passed-Through Property Record Form	With Reimbursement Request
Disposition Request/Report SF-428- C Form	As needed upon asset disposal

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 delay or 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")**, Passed Through-Property Record Form **(See Exhibit "F"),** Copies of Invoices, and other related information whether or not requested by County on a monthly basis no later than the 15th of each month for the previous month. Each Cost Reimbursement Request shall be completed pursuant to the instructions and State Administration Agency Bulletin Nos. 11-005, 12-005, 15-001 and 15-002 (or their successors) 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 Sub-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. City shall be responsible for the care, maintenance, repair, custody, control, disposition and use of any asset purchased with Grant funds.

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 the responsible party for the care, maintenance and repair of same, as noted above. 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. City shall also complete a Disposition Request/Report Form SF-428-C as required by State Administration Agency Bulletin No. 15-002 **(See Exhibit "F")**.

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 none of its elected officials, officers, employees, consultants, or 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
302 W. University Dr.
Edinburg, TX 78539

If to City: City of Alamo
420 N. Tower Rd
Alamo, TX 78516

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 ALAMO, TEXAS

_____
Diana, Martinez**,** Mayor

ATTEST

_____
Margot Saenz, 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,
Ricardo Rodriguez, Jr.

By:_____
Josephine Ramirez Solis,
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”	Agency Cost Reimbursement Request Form and SAA Bulletins
• F-1:	Agency Cost Reimbursement Request
• F-2	Individual Reimbursement Form
• F-3	Cost Reimbursement Request Instructions
• F-4	SAA Information Bulletin 12-003
• F-5	SAA Information Bulletin 12-004
• F-6	Annual Inventory Control Requirement Form
• F-7	SAA Information Bulletin 11-005
• F-8	SAA Information Bulletin 12-005
• F-9	SAA Information Bulletin 12-007
• F-10	SAA Information Bulletin 15-001
• F-11	SAA Information Bulletin 15-002
Exhibit “G”	Weekly Activity Report
Exhibit “H”	Daily Activity Report Summary and Detail
Exhibit “I”	Property Acquisition Form

EXHIBIT "A"

Grant Terms and Conditions

U.S. Department of Homeland Security
Washington, DC 20472

FEMA

FY2014 OPSG COND Approval Texas – Hidalgo15-RGVRGV-11-001 V0

April 22, 2015

Arturo Mendez
Texas Homeland Security State Administrative Agency
PO Box 4087
Austin, TX 78773

Dear Mr. Mendez:

Please be advised that, based on the Department of Homeland Security, Federal Emergency Management Agency's (FEMA) Operation Stonegarden Grant Program (OPSG) guidelines and special conditions associated with this program, the below referenced Operations Order is *conditionally approved*:

Operations Order No: 15-RGVRGV-11-001 V0
Fiscal Year: 2014
Amount Approved: $4,674,438
Operations Order Dates: 10/1/2014 to 8/31/2016
Recipient: Hidalgo County, Texas

Pending approval of the Personnel Cap Waiver by the FEMA Administrator, Hidalgo County is authorized to spend up to, but must not exceed, 50 percent of the FY 2014 Operation Stonegarden allocation issued by FEMA. A subsequent approval letter will be issued for this Operations Order upon receipt of the FEMA Administrator's approval.

Expenditures from the Operations Order were reviewed and approved by FEMA and U.S. Customs and Border Protection/Border Patrol (CBP). These expenses will assist the County in conducting border centric, intelligence driven operations with the goal of reduction or elimination of threat, risk and vulnerability along our Nations' borders.

Please find the below special conditions associated with OPSG and retain this letter for your grant files. If you have any questions, please feel free to contact me at (202) 786-9668.

Sincerely,

Corey Walz

Corey Walz
Program Analyst
U.S. Department of Homeland Security
Federal Emergency Management Agency
Grant Programs Directorate

Cc: U.S. Customs and Border Protection/ Border Patrol

The following Special Conditions are associated with this Operation Stonegarden award:

1. Construction and construction-type activities are prohibited.
2. Lethal or less than lethal forces including, but not limited to: weapons, firearms, ammunition and tasers are prohibited.
3. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), the sum of all personnel related expenses shall not exceed 50% of the recipient's allocation without first obtaining a waiver from the FEMA Administrator.
4. All participating agencies shall monitor, review and track expenditures of OPSG funds under individual Operations Orders issued. Participating agencies shall not obligate, and/or encumber OPSG grant funds beyond the total of their allocation issued by FEMA.
5. The Operations Order has been reviewed and approved under the Environmental and Historic Preservation Program (EHP) guidelines as being categorically excluded from further EHP review.
6. Recipients must submit a letter of justification for all proposed vehicles or equipment items in excess of $100,000. This justification will be reviewed by CBP and FEMA.

Texas Department of Public Safety

2014 Sub-Recipient Award for Hidalgo County

1. General Award Information	Reference/Encumbrance No:	
Date of Award: May 7, 2015	Prepared By: Mendez, Arturo	3. SAA Award Number: 14-SR 48215-01

4. Sub-Recipient Name and Address

Judge Ramon Garcia
Hidalgo County
302 W. University
Edinburg, TX 78539

5. Federal Grant Information

Federal Grant Title: Homeland Security Grant Program (HSGP)
Operation Stonegarden (OPSG)

Federal Grant Award Number: EMW-2014-SS-00029

Federal Granting Agency: U.S. Department of Homeland Security(DHS)
Federal Emergency Management Agency (FEMA)

Date Federal Grant Awarded to TxDPS: August 6, 2014

CFDA: 97.067

6. Award Amount and Grant Breakdowns

OPSG

$4,674,438.00

Grant Period:	
From: Sep 1, 2014	To: Feb 28, 2016
(The SAA must receive all invoices by the end of grant period)	

7. Statutory Authority for Grant: The Department of Homeland Security Appropriations Act, 2014, (Public Law 113-76), and The Homeland Security Act of 2002 as amended (Public Law 107-296), (6 U.S.C. § 603).

8. Method of Payment: Primary method is reimbursement.

9. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors and principals are not debarred,suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not have active Exclusions listed at https://www.sam.gov/portal/public/SAM/

10. Agency Approvals

Approving TxDPS Official:

Garry Jones
Deputy Assistant Director
Texas Homeland Security
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:

Garry Jones

11. Sub-Recipient Acceptance

I have read, understood and agree to this Sub-Recipient Agreement consisting of this Award and the attached Terms and Conditions.

Print name and title of Authorized Sub-Recipient Official:

Ramon Garcia
Hidalgo County Judge

Signature of Sub-Recipient Official:

Ramon Garcia

Enter Employer Identification Number (EIN) or Federal Tax Identification Number:	DUNS Number:	Date Signed :
74-6000717	10-311-0834	5/19/15

DUE DATE: June 23, 2015 Signed Award with Terms and Conditions must be returned to SAA_SRA@dps.texas.gov on or before the due date.

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

2014 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.*

1. Grant Sub-recipient Agreement

This Grant Sub-recipient Agreement (consisting of this 2014 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 2014 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. HSGP funding shall be used for statutorily eligible 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. This program provides an integrated mechanism that builds and sustains core capabilities to support the Nation's Preparedness against terrorist attacks, major disasters, and other emergencies.

The FY 2014 Nonprofit Security Grant Program (NSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the NGP. NSGP provides funding support statutorily eligible costs to include 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. It is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, as well as State and local government agencies.

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.

2. Overview and Performance Standards

All allocations and use of funds under this Grant shall be in accordance with the FY 2014 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2014 FOA is incorporated by reference herein. **Sub-recipient shall read, understand and accept the FY 2014 Funding Opportunity Announcement as binding.**

A. 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"**

B. 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.**

3. 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 this Grant, 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.

4. 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) calendar 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.

5. 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.

6. 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 2014 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at http://www.fema.gov/media-library-data/1395161200285-5b07ed0456056217175fbdee28d2b06e/FY_2014_HSGP_FOA_Final.pdf and the Nonprofit Security Grant Program (NSGP), http://www.fema.gov/media-library-data/1396016700388-fb23d813b8df0d8eab995c8f27c1ac3e/FY_2014_NSGP_FOA_Final_Revised.pdf.

7. 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 14, 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.

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.

8. 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 Grant Adjustment Notice (GAN) to the jurisdiction.

9. State Requirements for Grants

Sub-recipient shall 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, Texas Uniform Grants Management Standards (UGMS) 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/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 this Grant to a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, unless the law enforcement agency requesting this Grant is in compliance with all rules developed by the Texas Commission on Law Enforcement (COLE) or TCOLE certifies that the requesting agency is in the process of achieving compliance with such rules.

2. Grant funds may not be awarded 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 by 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, which prohibits using any money or vehicle to support the candidacy of any person for office; influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose and 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, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and 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, which requires Sub-recipient to make every effort to attain key performance target levels associated with this Grant, 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, which requires that this Grant may only be expended if Sub-recipient timely completes and files its reports.

10. 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, or 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 and/or NSGP funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2014 HSGP or NSGP 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 Council of Government (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 Lone 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 calendar 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 the System for Award Management (SAM) at 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 information at least annually. Sub-recipient shall keep information current in the 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/dissem/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. 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.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 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 or NSGP 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. 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 awarded 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 awarded 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/grants/grant-programs-directorate-information-bulletins.

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. 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 equipment inventory record format at 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 statement: "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 use of 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, logos, crests, 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 (20th) calendar 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 Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency(August 11, 2000), requires federal agencies to issue guidance to recipients of federal financial assistance, assisting such organizations and entities in understanding their language access obligations. DHS published the required guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient of federal financial assistance can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at

https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited

and additional resources on 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 the interpretive guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B138942.

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 Grant ,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. SAFECOM. Sub-recipient shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications for awards under this Grant that provide emergency communication equipment and its related activities.

KK. Best Practices for Collection and Use of Personally Identifiable Information (PII).Sub-recipients who collect Personally Identifiable Information (PII) shall have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate. Sub-recipients may also find as a useful resource the DHS Privacy Impact Assessments: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf .

LL. Hotel and Motel Fire Safety Act of 1990. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), Sub-recipient shall ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

MM. False Claims Act and Program Fraud Civil Remedies. Sub-recipient shall comply with the requirements of 31 U.S.C. §3729 which sets forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. §3801-3812 which details the administrative remedies for false claims and statements made.

NN. Duplication of Benefits. State, Local and Tribal Sub-recipients shall comply with 2 C.F.R. Part §225, Appendix A, Paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

OO. Debarment and Suspension. Sub-recipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

PP. Non-Supplanting Requirement. Sub-recipient shall not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources for programs that prohibit supplanting by law. Where federal statutes for a particular program prohibit supplanting, Sub-recipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

11. 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 calendar 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/national-incident-management-system.

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/ResourceMngmnt.shtm#item3.

12. 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.

13. Audit

A. 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).

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

14. Retention and Accessibility of Records

A. 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 C.F.R. 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.

B. 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.

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

D. 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.

15. Legal Authority

A. 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.

B. 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.

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

16. 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.

17. 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.

18. 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.

19. Changes and Amendments

A. 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 this Grant. Any alteration, addition, or deletion to this Grant by Sub-recipient is not valid.

B. 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).

C. 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.

D. 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.

20. 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.

21. Venue

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

22. 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.

23. 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.

24. 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 or deny 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.

25. 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.

26. Closing of this 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 GAN to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 calendar 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 5/19/15
Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

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 Grant.

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 this Grant 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 Grant. "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 Principles 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 Grant.

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 5/19/15
Signature of Authorized Official Date

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 Grant.

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 this Grant 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 this Grant.

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 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 statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(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 Grant.

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 5/19/15
Signature of Authorized Official Date

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 subcontracts, 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-recipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
2. Have not within a three-year period preceding this Grant 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;
4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
5. Where Sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification)

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

G. Sub-recipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq. – which requires Sub-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, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Sub-recipient will 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 is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

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 Grant.

J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

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 5/19/15
Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

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 Principles 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. 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 5/19/15

Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.dps.texas.gov

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DEPUTY DIRECTORS

COMMISSION
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MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

September 18, 2014

The Honorable Ramon Garcia
Judge, Hidalgo County
302 West University Dr.
Edinburg, Texas 78539

Dear Judge Garcia:

I am pleased to inform you that the 2014 Homeland Security Grant Program (HSGP) award to Texas includes an Operation Stonegarden Grant (OPSG) allocation for Hidalgo County in the amount of $4,674,438. This letter is being sent to you as the grant point-of-contact (POC) for Hidalgo County.

DHS prohibits the Texas Homeland Security State Administrative Agency (THSSAA) from awarding OPSG funds until a Concept of Operations (CONOPS) plan and Tactical Operations Order with an imbedded budget has been reviewed, and DHS has issued an official approval notice for Hidalgo County.

Hidalgo County should 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 your Border Patrol Sector Representative (CBP) and the THSSAA by **October 31, 2014**. It is important that the required operational documents be submitted to CBP and THSSAA by this deadline. A timely submission will facilitate the 2014 OPSG review process and, upon approval, will allow your jurisdiction access to this funding for the support of your ongoing border security efforts.

If you have any questions regarding the FY 2014 OPSG grant program, please refer to the FY 2014 HSGP Funding Opportunity Announcement (FOA) or contact Arturo O. Mendez at 512-377-0022 (arturo.mendez@dps.texas.gov) or Pete H. Lara at 512-377-0025 (pete.lara@dps.texas.gov).

Sincerely,

Garry Jones

Garry Jones
Deputy Assistant Director
Texas Homeland Security State Administrative Agency

GJ:aom

EXHIBIT "B"

Summary of Grant Allocations by Phases

SUMMARY OF GRANT ALLOCATIONS BY PHASES
2014 OPERATION STONEGARDEN
GRANT #EMW-2014-SS-00029

Phase 1:	$3,106,844.73
Phase 2:	$1,567,593.27
Total:	**$4,674,438.00**

EXHIBIT "C"

Eligibility Certification Form

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

*** [illegible] submission** is a correction. ▼

Please provide the reference number for the form you are correcting:

*** Type of Organization**
County ▼

*** Region** See Map
21 - Lower Rio Grande Valley Development Council - LRGVDC ▼

*** County**
Hidalgo County ▼

*** Name of Jurisdiction/ Organization:**
Hidalgo County

Please follow these formatting examples for jurisdictions

Counties:
Tejas County

City / Town / Village: (Name First)
Mockingbird, City of
Travis, Village of
Harris, Town of

COG / Region:
Big Texas Council of Governments

*** Zip Code (Principle Administration Location)**
78539

*** DUNS Number:**
103110834

Every Sub-recipient must have a DUNS number and active registration in SAM prior to submitting an application for Federal funding. Sub-recipients may verify if they have a DUNS number and/or may obtain a DUNS number via http://fedgov.dnb.com/webform/index.jsp or by calling (866) 705-5711. To ensure your SAM registration will be active at the time of award, please review and update your registration if needed (www.sam.gov). Sub-recipients are required to keep their SAM registration current, accurate, and complete throughout the grant performance period (2 CFR 25). Additional information regarding this item can be found in the Instructions Document under Item V.

* Indicates Response Required

Save Partial Work Next >>

ACTIVE

sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Progress: 11% Complete

This question is about **you**, the person submitting the information at this moment, through this web page.

*** Please describe your role for the Subgrantee.**

I'm the Authorized/Elected Official or Chief Financial Officer ◉ I'm someone else

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 22% Complete

Authorized Official

As part of verification, a ***correct*** email address for the Authorized official is required. Upon successful submission, a confirmation email will be sent to the Authorized official, who ***MUST APPROVE*** this eligibility form submission.

This replaces the signature page from past eligibiliity processes.

EMCs, EMS, Fire, Police, and Sheriff personnel **ARE NOT Authorized Official**. Only **Chief elected official**, **chief executive** and/or **chief financial officers** may be listed.

*** Authorized Official Title**

Judge ▼

*** Authorized Official First Name**

Ramon

*** Authorized Official Last Name**

Garcia

*** Authorized Official Email Address**

ramon.garcia@co.hidalgo.tx.us

*** Phone Number**

956-318-2600

*** Re-Confirm Email**

ramon.garcia@co.hidalgo.tx.us

NOTE: It's important to provide valid contact information for the authorized official. If you are a designee for the Authorized Official, you must indicate this in the next screen. You can then provide contact details to ensure the SAA can communicate with you if follow-up is necessary. Authorized Officials may also elect to provide information for their designee.

* Indicates Response Required

<< Previous Save Partial Work Next >>

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 33% Complete

Submitter / Point-of-Contact Information:

Upon [illegible]ion of this fo[illegible]a confirmation copy will be forwarded to the authorized official and regio[illegible]. The SAA [illegible] contact the submitter first if there are any follow-up questions.

*** What best d[illegible]ines th[illegible]Submit[illegible]/ Point-of-Contact role?**

Police/Fire/EMS Staff[illegible]

[redacted]

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 44% Complete

I. National Incident Management System (NIMS)

*** NIMS**

Please certify to one of the NIMS statements below.

A) My jurisdiction has adopted and implemented NIMS and is compliant with all NIMS objectives (FY2005-FY2009). Reference: NIMS Implementation Chart

B) My jurisdiction has adopted and implemented NIMS, BUT is not fully compliant with all NIMS implementation objectives.

- a) Is Compliant
- b) Is Not Fully Compliant

Please review the FY 2014 Texas NIMS Implementation Reporting Tool information page for additional guidance on this requirement.

If you have not submitted a 2014 NIMS report, you must complete this step to be eligible.

If you have additional questions, please contact your PPG.

II. EMERGENCY MANAGEMENT PLANS (INTERMEDIATE LEVEL)

*** Emergency Management Plans: Please certify to one of the following statements.**

A. My jurisdiction has its own emergency management plan that *currently* meets the state preparedness standards at the Intermediate Level on file with the Texas Division of Emergency Management (TDEM).

B. My jurisdiction is a legally established member of an inter-jurisdictional emergency management program that has a plan that *currently* meets the state preparedness standards at the Intermediate Level on file with TDEM.

C. 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. *

- (●) a) Has Plan That Meets Requirements
- ( ) b) Member of Plan That Meets Requirements
- ( ) c) Not Required

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 56% Complete

II. OMB CIRCULAR A-133 SINGLE AUDIT

*** A-133 Reporting: My jurisdiction's/organization's fiscal year (FY) end for 2014 was (choose one):**

a) August 31, 2014 (Reporting Package is due 30 days after completion or May 31, 2014, whichever is sooner)

b) September 30, 2014 (Reporting Package is due 30 days after completion or June 30, 2014, whichever is sooner)

c) December 31, 2014 (Reporting Package is due 30 days after completion or September 30, 2014, whichever is sooner)

d) Other

- ○ a) August 31, 2014
- ○ b) September 30, 2014
- ◉ c) December 31, 2014
- ○ d) Other

A-133 AUDIT SATEMENT

*** A-133: Please certify to one of the A-133 Audit Statement below:**

a) I certify my jurisdiction/organization did not expend over $500,000 in Federal or State funding during FY2014 so no A-133 audit was necessary or obtained.

b) I certify my jurisdiction/organization expended over $500,000 in Federal or State funding in FY 2013 and that the required reporting package has been/will be provided 1) to the Texas Department of Public Safety (TXDPS) and 2) to the Federal Clearinghouse.

- ○ a) Did not expend over $500,000
- ◉ b) Did expend over $500,000

IV. TEXAS REGIONAL RESPONSE NETWORK (TRRN)

*** Texas TRRN: (Reference: TRRN Site)**

My jurisdiction/organization is registered with the Texas Regional Response Network (TRRN) and;

a) My jurisdiction has entered all deployable equipment with a cost of $5,000 or more purchased with Homeland Security Grant funds into the TRRN.

b) My jurisdiction does not have any deployable equipment with a cost of $5,000 or more purchased with Homeland Security Grant funds.

(•) a) Has entered all deployable equipment

( ) b) Does not have any deployable equipment

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 67% Complete

V. FFATA, DUNS, and CCR

FFATA Certification

Certification of Recipient Highly Compensated Officers – the Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (THSSAA) to report the name and total compensation of each of the five most highly compensated officers (a.k.a. position of each subrecipient organization for the most recently completed fiscal years preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below:

*** In the subrecipient's preceding completed fiscal year, did the subrecipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?**

○ Yes ◉ No

*** Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?**

◉ Yes ○ No

*** DUNS, & CCR: I certify my jurisdiction/organization has entered all required information, into the System for Award Management (SAM) and has an active registration status with no "Active Exclusion Records". Reference: SAM.gov**

◉ Yes

○ I cannot certify to this statement

VI. CRIMINAL HISTORY DISPOSITION REPORTING

(If Applicable)

*** CRIMINAL HISTORY DISPOSITION REPORTING:**

Current Report listed: 2015 HSGP Security Grant Information Page

For grant year 2015 federal funds, the criminal history reporting eligibility requirement will be applied to all SHSP sub-recipients. Only entities within a county that have met the 90% completeness rates by August 1, 2015 will be eligible for these THSSAA awards issued on or after September 1, 2015. This section DOES NOT APPLY to NSGP, OPSG, or UASI applicants.

Please select to certify to one of the criminal history disposition reporting statements:

a) My County has documented a 90% average disposition completeness rate for adult arrests and a 90% average disposition completeness rate for juvenile arrests under calendar years 2009-2013 as required by Chapter 60, Texas Code of Criminal Procedure.

b) My County does NOT currently have a documented 90% average disposition completeness rate for adult arrests and a 90% average disposition completeness rate for juvenile arrests under calendar years 2009-2013, but county intends to attain the required averages by August 1, 2015. I understand that sub-recipients within the County will not be Eligible for 2015 SHSP funds if the required averages are not achieved by the August 1, 2015 deadline.

- (●) a) 90% or above
- ( ) b) Below 90%, intends to attain by 8/1/201
- ( ) c) COG Region
- ( ) d) Tribal Nation

* Indicates Response Required

<< Previous Save Partial Work Next

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 78% Complete

PRINT FOR YOUR OWN RECORDS

Submission Reference: **3448188**

Name of Jurisdiction/ Organization: **Hidalgo County**
DUNS Number: **103110634**
Type of Organization: **County**

Region: **21 - Lower Rio Grande Valley Development Council - LRGVDC**

Authorized Official Name: **Ramon Garcia** Title: **Judge**

****

I. National Incident Management System (NIMS)
a) Is Compliant

II. Emergency Management Plans:
a) Has Plan That Meets Requirements

III. OMB Circular A-133 Single Audit Certification
b) Did expend over $500,000

IV. Texas Regional Response Network (TRRN):
a) Has entered all deployable equipment

V. DUNS, CCR & FFATA:
Yes

VI. Criminal History Disposition Reporting:
a) 90% or above

PRINT FOR YOUR OWN RECORDS

Print this page

<< Previous Save Partial Work Next >>

ACTIVE

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Progress: 89% Complete

Please submit to complete this eligibility submission form. You will receive confirmation email shortly.

An email will also be sent to the Authorized Official for review and approval of this submission. You will also receive an email that cofirms when submission has been approved.

Sample

☑ Please email the Authorized Official updates if available. The SAA will use [redacted]

☑ Please email the POC updates if available. The SAA will use [redacted]

<< Previous Save Partial Work Submit

ACTIVE

BACK TO DPS SAA Page

Texas Homeland Security

State Administrative Agency

Sample

Your submission for Hidalgo County has been sent.

Thank you!

The Authorized Official and POC (if indicated) should receive a confirmation email shortly, and a copy was automatically forwarded to your COG (if requested).

Please note that if all required documentation was not uploaded, it must be forwarded as soon as possible. The submission method indicated for this session was: **[pipe:34]**

If not uploaded please email to saa@dps.texas.gov; or fax to 512-206-3137.

Please provide this reference [redacted] in any correspondence relating to this submission. You may also submit a request for assistance if you have an issue.

Submit a new form

Richard Ozuna

From: form_engine@fs30.formsite.com on behalf of donotreply@dps.texas.gov [form_engine@fs30.formsite.com]

Sent: Tuesday, April 21, 2015 4:01 PM

To: [redacted]

Subject: 2015 Eligibility for: Hidalgo County - Received - [redacted]

Dear POC,

This email is confirmation that the Texas Homeland Security - State Administrative Agency is in receipt of **Hidalgo County** 2015 Eligibility Form.

If this form was submitted by someone other than the authorized official, a copy will be automatically forwarded to the authorized official (listed below). They will need to complete one final step to certify this submission.

Authorized Official: [redacted]

We strongly advise that you contact the authorized official to ensure they are aware of the importance of responding to this confirmation email. A link is listed in the message, and they must follow it to finish the eligibility submission process.

We are inlcuding an attached copy of the responses for your records. A copy will be automatically forwared to your region if it has been requested.

If you have any 2015 Eligibility Questions please submit a support request and we will follow up with you ASAP. Please reference form [redacted] in any correspondence to the SAA. Direct replies this email will not be received.

Regards,

THSSAA

Auto-Notification: Conf Email to POC

Reference #	[redacted]
This submission *	is a correction.
Please provide the reference number for the form you are correcting:	[redacted]
Type *	County
Region See Map *	21 - Lower Rio Grande Valley

Sample

	Development Council - LRGVDC
County *	Hidalgo County
Subgrantee *	Hidalgo County
Zip Code (Principle Administration Location) *	78539
DUNS Number: *	103110834
Please describe your role for the Subgrantee. *	I'm someone else
Authorized Official Title *	Judge
Authorized Official First Name *	[redacted]
Authorized Official Last Name *	
Authorized Official Email Address	
Phone Number *	956-318-2600
What best defines the Subgrantee / Point of Contact role? *	Police/Fire/EMS Staff
First Name *	[redacted]
Last Name *	
Title *	
Organization: *	Hidalgo County Sheriff's Office
POC Email Address *	[redacted]
Phone Number *	956-936-02[redacted]
NIMS Cert *	a) Is Compliant
EM Plans Cert *	a) Has Plan that Meets Requirements
A-133 Reporting Date *	c) December 31, [redacted]
A-133 Cert *	b) Did expend over $500,000
TRRN Cert *	a) Has entered all deployable equipment
In the subrecipient's preceding completed fiscal year, did the subrecipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and	No

Sample

subcontracts), loans, grants (and subgrants) and cooperative agreements? *	
Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986? *	Yes
DUNS-CCR-FF[illegible]A [illegible] *	Yes
Criminal Hist [illegible]t *	a) 90% or above

Sample

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 2014
ALAMO POLICE DEPARTMENT

	ORIGINAL BUDGET		1ST	2ND
Overtime	39,600.00		19,800.00	19,800.00
Fringe Benefits	8,022.96		4,011.48	4,011.48
Vehicle Maintenance				
Equipment Maintenance				
Equipment				
Two (2) 2009-2011 police vehicle				
(Chevrolet Tahoes)	17,000.00		17,000.00	
Two (2) patrol packgs	8,836.24		8,836.24	
for tahoes				
Fuel Cost				
Mileage	6,540.80		3,270.40	3,270.40
Other				
Travel				
TOTALS	**80,000.00**		**52,918.12**	**27,081.88**
FRINGE BENEFITS BREAKDOWN:				
FICA - 7.65%	3,029.40		1,514.70	1,514.70
Retirement - 7.79%	3,084.84		1,542.42	1,542.42
Unemployment Comp. - 0	-		-	-
Workers' Comp. - 4.82%	1,908.72		954.36	954.36
TOTAL FRINGE BENEFITS	**8,022.96**		**4,011.48**	**4,011.48**

EXHIBIT “F”

Agency Cost Reimbursement Request Form and SAA Bulletins

HIDALGO COUNTY
Operation Stonegarden FY 14
Agency Cost Reimbursement Request
TAB A - Signature Page

Applicant name:	
Project Title:	**2014 Operation Stonegarden**
Type of Reimbursement	
Date Submitted	
Reimbursement Period Start date:	
Reimbursement Period End date:	
Grant Year	**2014**

Point of Contact:

Name	
Title	
Organization	
Email	
Telephone	
Fax	

Certification Authority:

Name	
Title	
Organization	
Email	
Telephone	
Fax	

Certification AuthoritySignature

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.

YOUR CITY NAME HERE
2014 OPERATION STONEGARDEN
OPSG 2014 Reimbursement Form (Individual)

GRANT #: EMW-2014-SS-00029

EMPLOYEE'S NAME	TITLE	HOURLY RATE

EMPLOYEE'S I.D. NUMBER

DATE	DESCRIPTION OF ASSIGNMENT	HOURS WORKED

(A) TOTAL HOURS WORKED	
(B) OVERTIME RATE	
(A*B) TOTAL COMPENSATION	
FICA	
RETIREMENT	
WORKER'S COMP	
UNEMPLOYMENT	
TOTAL REIMBURSABLE COSTS	

This is true and correct and to the best of my knowledge

EMPLOYEE (Print Name)	EMPLOYEE SIGNATURE

SUPERVISOR	CHIEF ADMINISTRATOR

5/21/2015 11:14 AM

Cost Reimbursement
Request Instructions

1) The participating Police Department shall submit a Cost Reimbursement Request due on or before the 15th 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) Summit 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). 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 January 30, 2016.

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.dps.texas.gov

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SAA Information Bulletin
No. 12-003
June 29, 2012
(REVISED) August 2, 2013

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: Machelle Pharr
Deputy Assistant Director

Subject: Federal Debarment and the Excluded Parties List System

Effective Date: August 2, 2013

Purpose

In an effort to provide assurance to the Federal Government that the State of Texas and its sub-recipients comply with Federal Executive Order12549, 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 https://www.SAM.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 Subrecipents 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 (https://www.SAM.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, 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 ELPS system prior to procuring or entering into contract(s) for any goods/services.

Each jurisdiction is required to include the EPLS verification with reimbursement or advance requests submitted after August 26, 2013 as part of the supporting documentation.

Example Policy:

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

Procedures for Documentation

Each subrecipient must be able to provide evidence that the debarment status of vendors has been verified before funds have been committed for a purchase or contract to the vendor. For purposes of HSGP reimbursements and advances a screen print of the SAM.Gov page indicating the vendor is not debarred provides that evidence.

Example Procedures:

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

1. Go to the EPLS Website (https://www.SAM.Gov).
2. The County/City Purchaser or their agent will search the EPLS system for the vendor.
3. If the vendor is found to be debarred, the vendor may not be used for procurements utilizing Homeland Security Grant Funds.
4. If the vendor is found not be debarred, print the screen page and retain with the procurement documentation.
5. A copy of the screen print indicating the vendor is not debarred, at the time of the procurement, must be included with the supporting documentation submitted to the Texas Homeland Security State Administrative Agency requesting reimbursement or advance.

SAA Monitoring

During monitoring and reviews, subrecipients must be able to provide proof of a written policy requiring verification of debarment status. Records of vendors verified 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.

*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

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.dps.texas.gov

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SAA Information Bulletin
12-004
May 24, 2012
Revised
April 8, 2014

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

From: Machelle Pharr
Deputy Assistant Director

Subject: Tagging and Inventory Requirements for Homeland Security Funded Equipment

Purpose: This information bulletin replaces GDEM-SAA Information Bulletin (IB) No. 2, dated August 10, 2006. This IB takes effect as of the revised date listed above. 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 - personal property costing $5,000.00 or greater per-unit and having an estimated useful life of greater than one year.

Controlled Asset - 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	Authority
• Stereo Systems	(UGMS, SPA)
• Cameras including Still, Digital, and Video	(UGMS, SPA, THSSAA)
• Facsimile Machines	(UGMS)
• TVs, VCRs, DVRs, and DVD Players	(UGMS, SPA)
• Cellular and Portable Telephones	(UGMS, THSSAA)
• Desktop CPU – Apple and non Apple	(SPA, THSSAA)
• Portable CPU – Apple and non Apple-including Tablet Devices	(SPA, THSSAA)
• Printer – Portable and non portable	(SPA,THSSAA)
• Data Projectors	(THSSAA)
• GPS Devices	(THSSAA)
• Communications Equipment	(THSSAA)
• Hand Held and Vehicle Mounted Radios	(THSSAA)

- Hand Held Imaging Units (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). All sub-recipients must comply with the following Equipment Management guidance:

Equipment Inventory Requirements

Asset records must be maintained and a physical inventory and reconciliation of Homeland Security grant funded assets must be accomplished at a minimum of once every two years as required by grant guidance. THSSAA requires sub recipients to track and record all required grant-funded Capital Assets and Controlled Assets in an inventory system. All assets acquired by the jurisdiction including capital and controlled (regardless of age) are to remain on the jurisdiction's inventory until final disposition has occurred.

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: "Bear 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 maker 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)

Annual Inventory Control Requirement

All sub recipients that have Homeland Security assets that have not been disposed of and carried on their inventory system, are required to complete an annual inventory control certification form. The form provides for certification that the jurisdiction has completed a full physical inventory and reconciliation of Homeland Security assets within the past two years. The form must be submitted and received at the THSSAA by **June 30th** each year. You must initial all four components and complete the fifth component to be fully compliant.

Jurisdictions who fail to submit the form by the due date are deemed non-compliant and subject to suspension as outlined in 44 CFR § 13.43(a) (1)-(4) and will result in holding of reimbursements until the certification form is received.

The inventory certification form is located at:
http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm

Forms can be submitted either by fax to: 512-206-3137 or e-mail to: saamonitoring@dps.texas.gov.

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

ANNUAL INVENTORY CONTROL REQUIREMENT

Name of Jurisdiction:	Date:

INSTRUCTIONS: Please initial on the left to certify each of the following statements. All four sections must be certified to be fully compliant. Please return completed document by June 30 to THSSAA monitoring at:
Fax-512-206-3137 or email SAAmonitoring@dps.texas.gov

I. Controlled and Capital Assets Acknowledgement

Initial here to certify: _____	My jurisdiction has listed all required homeland security grant funded assets on our local inventory in accordance with THSSAA information Bulletin No. 12-004. http://www.txdps.state.tx.us/director_staff/saa/documents/saa12-004.pdf

II. Tagging of Grant Funded Assets

Initial here to certify: _____	My jurisdiction has tagged all Homeland Security grant funded assets in accordance with THSSAA Information Bulletin No. 12-004 including the name of the jurisdiction and a unique identifying number.

III. Equipment Inventory Requirements

Initial here to certify: _____	My jurisdiction maintains a physical inventory of Homeland Security grant funded assets and captures the following information for all equipment in accordance with THSSAA Information Bulletin 12-004. A. Description of the asset B. Serial number or other identification number C. Source of the asset D. Who holds the title E. Acquisition date F. Cost of the asset G. Percentage of federal participation in the cost of the asset H. Location I. Use J. Condition of the Asset K. Any ultimate disposition data including the date of disposal and sale price L. Control or Inventory Number (*Reference: A-133 Compliance supplemental, 44 CFR 13.32, UGMS*)

IV. PHYSICAL INVENTORY RECONCILIATION

Initial here to certify: _____	My jurisdiction has completed a full physical inventory and reconciliation of assets within the last 24 months in accordance with regulations. Our last physical inventory was conducted: _____

V. AUTHORIZED SIGNATURE(S)

Print Name of Jurisdiction/Organization	
Printed Name of Chief Elected Official, Chief Executive Officer, Or Chief Financial Officer	
Title (Judge, Mayor, ED, City Manager, CFO)	
Signature	
Date	

This form is located at: http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm

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SAA Information Bulletin
No. 11-005
June 2, 2011
REVISED August 2, 2013

To: All Councils of Government
All Texas State Homeland Security Grant Program Points of Contact
All Urban Area Security Initiative (UASI) Points of Contact

From: Machelle Pharr
Deputy Assistant Director

Subject: Supporting Documentation for Grant Expenditure Reimbursement Request

Effective Date: August 2, 2013

This information bulletin provides guidance as to what is considered acceptable documentation in support of expenditures for which reimbursement is requested. This revision supersedes revised SAA Information Bulletin 11-005 issued July 31, 2012. This Information Bulletin encompasses necessary supporting documentation to be submitted by sub-recipients of Homeland Security grant funds seeking reimbursement from the Texas Homeland Security State Administrative Agency (THSSAA) for grant-related expenditures.

All expenditure requests must have THSSAA approval prior to purchase. Requests for reimbursement should be submitted to the THSSAA at the earliest possible opportunity. This will allow for the THSSAA to draw down funds in a timely manner. All minimum supporting documentation requirements must be met when submitting expenses to the THSSAA for reimbursement. Omitting the proper supporting documentation will result in delay and possible denial of the reimbursement request. See the attached matrix for a list of documentation requirements.

Three Way Match: Generally Accepted Accounting Principles require that expenditures be properly supported. When assembling documents for payment of goods and services, the three way match rule should be followed. The three-way match requires an invoice, a purchase order and either a packing slip or a receiving report.

Three Way Match refers to the comparison of the quantities, price per unit, terms, etc. appearing on the vendor's invoice to the information on the purchase order, and to the quantities actually received.

> Chapter II, ATTACHMENT A, Section C paragraph 1.j.of the Uniform Grant Management Standards (UGMS) states: "Be adequately documented. Documentation required may include, but is not limited to, travel records, time sheets, invoices, contracts, mileage records, billing records, telephone bills and other documentation that verifies the expenditure amount and appropriateness to the grant."

To eliminate errors, the purchase order and packing slip (if provided by shipper) should be stamped as received, with the initials of the individual verifying the quantities received. If a receiving report is used, it should reference the Purchase Order number. The invoice should be matched to the packing slip and purchase order to ensure the quantities ordered were received and invoiced at the agreed upon price. The invoice should be notated to indicate it was paid, the date paid, and with a reference to a check number, Automated Clearing House (ACH) routing number, or other means of payment used.

Purchase Orders: The THSSAA recognizes there may be limitations in the procurement processes followed by some entities. If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official or individual who signed the grant award documents stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity.

Once this certification is received at the THSSAA, the entity must have a person sign and date invoices and indicate the item(s) were received. This is in place of matching the item(s) from the packing slip to a purchase order and invoice. When the reimbursement request is submitted to the THSSAA, a comment should be made in the Notes section of SPARs that this entity does not issue purchase orders and certification is on file with the THSSAA.

If the entity later begins issuing purchase orders or purchase agreements, they should notify the THSSAA and provide a copy of the local policies and procedures.

When contracts are being used in lieu of a Purchase Order, ensure the procurement process is accomplished in accordance with the Uniform Grant Management Standards Part III Subpart C.___.36; 44 CFR Ch 1 § 13.33 and § 13.36; and, any jurisdictional procurement policies.

Sub-grantees are also referred to THSSAA Information Bulletin No. 11 dated March 3, 2009 regarding Sole Source procurement requirements.

The three way match will work for purchases of most goods and services. However, contracts that include deliverables should be supported by certification the deliverable received complied with the contract specifications.

To ensure compliance with the Executive Order 12549 "Debarment and Suspension", any request for reimbursement or hardship advance must be supported by proof the vendor or contractor is not listed on the Excluded Parties List System (EPLS) prior to making the purchase or entering into a contract. To confirm the vendor is not on the list, the sub-recipient must print a copy of the search

results from the EPLS (https://www.SAM.gov/) and retain the results. The verification must be provided to the THSSAA as part of the supporting documentation when requesting reimbursement or an advance effective with any request submitted after August 23, 2013. This requirement is applicable to all procurements or contracts for goods or services related to Homeland Security Grants. See also SAA Information Bulletin 12-003.

Grant Matching Requirements. For grants that require proof of match, supporting documentation should contain sufficient detail to ensure Grant Coordinators can be assured the expenditure meets the match requirements. Grant guidance should be followed in determining allowability. If any questions arise, they should be directed to your Grant Coordinator.

Travel: Travel should be in accordance with the local travel policies of the employee's jurisdiction. If the jurisdiction does not have a written policy, then the Federal guidelines presented on the GSA website must be followed.[1]

In addition to the above, Travel expenditures require other special considerations and documentation.
Travel expenses must be supported by sufficient information to determine:

1. the travel was approved before commencement;
2. expenses incurred are allowable;
3. expenses above the generally allowed amounts were approved prior to commencing travel; and,
4. how the travel supports the grant.

For out-of-state travel, specific written approval is required from the Chief Elected Official/Chief Executive Officer or their properly designated representative. The information required of in-state travel is also required for out-of-state travel.

International travel requires specific written approval from the THSSAA and the Department of Homeland Security Program Directorate. Travel requests for international travel should be submitted in letter format with sufficient justification to ensure the necessity is clearly understood.

In all cases, any request for travel must be approved prior to commencement of the travel. Failure to obtain this approval may result in denial of the reimbursement.

Payroll Reimbursement: Reimbursement of payroll cost for backfill or overtime must be supported by timesheets and proof of payment to the employee. Copies of the payroll journal certified by the Payroll Officer or Chief Financial Officer may be submitted as proof of payment for payroll cost.

The attached table provides minimum supporting documentation requirements acceptable for submission to THSSAA for reimbursement.

In addition, jurisdictions receiving Operation Stonegarden funds are referred to SAA Information Bulletin 12-005 for additional information and guidance.

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[1] Go to the following link for general rules for Per Diem expenses:
http://www.gsa.gov/portal/ext/public/site/FTR/file/Chapter301p011.html/category/21868/#wp1089939

If you have any questions regarding this guidance, please contact the THSSAA Grant Technician for your region.

Category	Acceptable Supporting Documentation and Other Key Documentation Reminders
General	• Submissions for reimbursement should be limited to ten (10) line items or less per reimbursement request submission. • Do not mix projects on a submission. • Do not combine and resubmit denied submissions. • Do not submit multiple reimbursement requests for the same invoice, unless they are for -different projects. • Omitting the proper supporting documentation will result in denial of the reimbursement request. • **If the Sub-grantee enters into an agreement with others using Federal Grant Funds, the Sub-grantee must ensure the other parties understand they are bound by the same documentation rules as the Sub-grantee.** • For all goods and services a receiving report or signature of the individual receiving the goods or services and date received must be reflected on the Purchase Order or invoice. For Procurement Card purchases Purchase Orders are not required to be submitted if Purchase Orders are not required by local rule for that type of purchase. • If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official or individual who signed the grant award documents stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity. Not using purchase orders or purchase agreements does not relieve the entity from ensuring vendors used are not on the Excluded Parties List (EPLS). • **Evidence of verification the vendor used was not on the debarred list must be obtained by printing the Excluded Parties List (EPLS) search results from https://www.SAM.gov prior to making the purchase or issuing a contract. The results must be submitted as part of the supporting documentation when requesting reimbursement or an advance for goods or services. This requirement applies to all reimbursement or advance request submitted to the Texas Homeland Security State Administrative Agency (THSSAA).** • Please submit your signed submission cover sheet and the supporting documentation by either scanning all documents into SPARS or by emailing the coversheet and supporting documentation to SAA_RR@txdps.state.tx.us or fax to 512. 206-3137. (Please note there is an underscore between SAA and RR.) If you only submit the Signed Submission Coversheet by email or fax, indicate on the coversheet that the supporting documentation was uploaded in SPARS • If you do not have scanning capabilities, you may fax your Signed Submission Cover sheet with the supporting documentation to (512) 206-3137 to the attention of your Grant Technician. • * Options other than the cancelled check: You may submit a copy of the non-negotiable bank instrument in lieu of a cancelled check, but it must be accompanied by the detailed general ledger or equivalent report showing payment to the vendor.
Salary	• Copy of the payroll journal for the period reimbursement is being requested, listing the individual's name, and rate of pay. The page should also be certified by the Payroll Officer. (Redact SSN) • For overtime, copies of timesheets and work schedules must be provided. • For new hires, a copy of the job description must be submitted with the first request for reimbursement that includes the new hire.
Travel	• As prescribed by UGMS and 44, CFR local travel rules apply if established. If not, the Federal guidelines shown on the GSA website apply. • Written travel authorization documenting approval by the local entity prior to commencement of the travel • Travel voucher with all supporting documents required by local travel rules (i.e., airline ticket, gasoline receipts, meal receipts, transportation receipts, lodging receipts, tips, and the written approval.) • Accounting ledger/budget report listing indicating payment. • Effective for travel commenced after July 20, 2012, lodging cost in excess of Federal Per-diem rates will not be reimbursed unless the local authority has approved the higher rate prior to commencement of travel. • All out-of-state travel must be pre-approved by the local elected official, or the elected officials' designee, prior to commencement. Foreign travel must be approved by SAA and DHS prior to commencement.
Supplies	• Three way match (invoice, purchase order, receiving report).The invoice should be stamped paid and reference to, either a check number, ach routing number, or the means of payment used, and date. • Copy of the cancelled check.* • If the three way match information is not available the following should be provided: - Accounting ledger/budget report/cancelled check - Invoice marked paid and signed by the receiving individual and that all items were received. - A copy of the credit card statement reflecting the purchase and the cancelled check paying the balance. * • If an order is made via the internet and payment is made by credit card, provide a copy of the internet receipt and the confirmation email.
Equipment	Must be preapproved by SAA prior to purchase.

	• The purchase order or contract used for procurement of equipment must provide a full description of the equipment item(s) • Any Interoperable equipment such as radio/repeaters/based stations/consolettes/towers must include the approval of the State Wide Interoperable Communications Officer (SWIC) • Ensure compliance with the Federal Environmental Planning and Historical Preservation (EHP) program before procurement. • The EPH forms can be downloaded from the FEMA website at: http://www.fema.gov.government/grant/bulletins/index/shtm
Contract Services	• The first reimbursement request must contain a copy of the signed contract and the verification of debarment. ♦ If subsequent contract amendments change the scope and/or the amount, the revised signed contract must be submitted for the first reimbursement request subsequent to the amended contract. • Copy of the cancelled check and the vendor invoice reflecting the contract number.* • If deliverables are required by the contract, the reimbursement request must identify the deliverable and the vendor invoice must specifically reflect the deliverable being invoiced. • Accounting ledger/budget report listing/cancelled check • All payments for contractual services must reflect a date within the grant performance period. If the invoice reflects services outside the performance period, reimbursement will be denied.
Conferences/ Workshops/ Training	• Copy of the registration form and training certificate Name of the conference or workkshop • Inclusive dates of the training/conference workshop • Location of the event • Name(s) of the attendee(s) • For payments made by credit card, a credit card statement reflecting the charge and a copy of the cancelled check or EFT reflecting the payment of the credit card statement.* • Backfill charges must have: -the name of the individual used as a backfill -a breakdown of the amount and how it was derived -documentation supporting this information • If training reservation is made via the internet and payment is made by credit card, provide a copy of the internet receipt and the confirmation email. The purchase order should also be provided.
Exercises	• Name, type of exercise and location • Certificate from exercise, if offered. If a certificate is not offered, a copy of the order to participate in the exercise • Accounting ledger/budget report with attendee's name

Operating Expenses	• Postage, printing, communications, rental software, etc. Use the Cost Reimbursement Form (CRF) and supporting documentation identifying each charge for which reimbursement is being requested. For salaries, copies of the timesheets and proof of payment must be submitted. All other costs must be supported with the same documentation identified in the supplies and equipment areas above. Direct charges for phones, office supplies, equipment, etc., that are easily identified and relating to the operation of the COG must be supported by invoices, proof of receipt, and proof of payment. Indirect cost, where the costs are allocated based on approved indirect cost plan should be supported by a copy of the General Ledger.
	• If requesting reimbursement for indirect cost, provide a copy of the approved Indirect Cost Plan. Only one copy of the plan is needed unless the basis of the costs changes. Afterwards, provide a copy of each year's approval letter with the rates.
For jurisdictions receiving Operation Stonegarden Funds, please refer also to THSSAA Information Bulletin 12-005	

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SAA Information Bulletin
No. 12-007
July 31, 2012

To: All Sub-recipients of Operation Stonegarden Grant Program Funds
From: Machelle Pharr, Deputy Assistant Director

Subject: Operation Stonegarden Grant Program

This information bulletin provides additional guidance in support of expenditures for which reimbursement is being requested under the Operation Stonegarden Grant Program. The content of this bulletin is effective July 31, 2012. This Information Bulletin supersedes TDEM-SAA Information Bulletin #15 issued January 11, 2010.

The Texas Homeland Security State Administrative Agency (THSSAA) is responsible for ensuring all expenditures, for which reimbursement is being requested, are reasonable, allowable and allocable. The THSSAA is guided by Office of Management and Budget (OMB) Circular A-87 in making this determination.

Chapter II, ATTACHMENT A, Section C paragraph 1.j of the Texas Uniform Grant Management Standards (UGMS) requires expenditures to be adequately documented. The reference states: "Documentation required may include, but is not limited to, travel records, time sheets, invoices, contracts, mileage records, billing records, telephone bills and other documentation that verifies the expenditure amount and appropriateness to the grant."

Operation Stonegarden Grant recipients are prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved by the appropriate U.S. Customs and Border Patrol (USCBP) Sector Representative, U.S. Customs and Border Patrol (CBP) Sector Headquarters (HQ), and the Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Grant Development and Administration Division (GD&A) Program Analyst.

In addition, Operation Stonegarden Grant Recipients must have submitted the expenditure request into SPARs and obtained THSSAA approval prior to purchase or incurring an expense.

Sub-grantees are reminded that Operation Orders do not carry forward to a new grant. Each Operations Order is specific to the award and award year of the grant.

The U. S. Department of Homeland Security states that Operation Stonegarden funds may be used:

- to activate reserve State, local and Tribal law enforcement personnel
- to pay current part time law enforcement personnel salary bringing them to full time status
- for travel, per-diem and lodging to support up to a six (6) month deployment of law enforcement personnel to critical Southwest Border locations to support operational activities
- for fuel and/or fuel mileage reimbursement cap for operational activities
- for backfill costs for personnel supporting operational activities are allowable
- to support a request to the Governor to activate, deploy or redeploy specialized National GuardUnits/Packages and/or elements of State law enforcement to increase or augment Specialized/technical law enforcement elements operational activities
- to increase operational, material and technological readiness of State, local and Tribal law enforcement agencies.

However, prior to expending any OPSG funds, these categories must be included on an operations order that has been reviewed and approved by the appropriate USCBP Sector Representative, CBP Sector Headquarters (HQ), and the FEMA/GPD&A Program Analyst.

Sub-recipients are reminded that under FEMA grant guidance, no more than 50% of the amount of the award may be used for personnel costs (which includes, but is not limited to: overtime, backfill, and increasing capability by utilizing part-time and/or reserve law enforcement to support OPSG operational activities). This requirement may be waived at the discretion of the FEMA Administrator on a case by case basis, after receipt of a written request. The format for a waiver request can be found in Grant Programs Directorate Information Bulletin No. 321, dated July 09, 2009.

Payroll cost related to Operation Stonegarden funding is limited to operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for increased border security enhancement; cost of bringing part-time employees up to full time; or, cost associated with backfill for personnel supporting operational activities. Overtime hours are determined based on the local jurisdictions written overtime policy. That policy must be applied consistently across all funding sources whether they are Federal, State or local. If the jurisdiction indicates they are using the Fair Labor Standards Act (FLSA) or Department of Labor rules for their overtime policy, those rules will be applied to the overtime hours reported in the reimbursement request. For overtime calculated under the FLSA, paid leave is not allowable in the calculation of overtime, including comp time. For sub-recipients that have an Interlocal Cooperative Agreement, a Memorandum of Understanding or any other form of contract with other jurisdictions, the overtime policies of the sub-recipient receiving the award from the THSSAA is the controlling factor in determining calculation of overtime. The jurisdictions entering into the interposal agreement will be reimbursed based on the awarded sub-recipients overtime policy.

Request for reimbursement of payroll cost must be supported by timesheets, and proof of payment to the employee. **Request for reimbursement of overtime, backfill or cost of bringing part-time employees up to full time, shall only be for positions specifically identified in the operations order.** Copies of the payroll journal certified by the Payroll Officer or Chief Financial Officer must be included for each payroll reimbursement request submitted. Payroll reimbursements should be submitted monthly based on the ending date of the payroll period. For consistency, we have provided a form for use in submitting payroll reimbursement requests. Use of this form and

submission of the proper supporting documentation will facilitate timely reimbursement. Submission of multiple months on the same request will result in the denial of the request. The request will be returned and a separate reimbursement request must be submitted for each month included on the original request.

Unless otherwise authorized by FEMA/DHS, jurisdictions may not claim both mileage and fuel/vehicle maintenance at the same time. Mileage reimbursement is designed to include the costs for vehicle maintenance. If fuel is claimed, then vehicle maintenance may also be claimed. However, you cannot claim fuel and maintenance in addition to mileage. Note that on any operations order, (1) mileage must be listed as a budget item by itself, but not fuel and vehicle maintenance OR (2) fuel and vehicle maintenance can be listed as budget items, but not mileage. The AEL codes for these categories, when submitting expenditure requests are as follows:

(21OS-01-MILE) Mileage reimbursement for select operational expenses
(21OS-01-FLSG) Fuel reimbursement for select operational expenses
(21OS-01-MRSG) Reimbursement for select operational expenses associated with maintenance of Stonegarden operational vehicles

Mileage reimbursements should be submitted monthly on the appropriate form. For consistency, we have attached a form to be used for mileage claims.

Local governments receiving a grant from the THSSAA are responsible for ensuring all subcontractors are aware of and follow all grant requirements.

For reimbursement of equipment, the equipment must be included in the budget narrative submitted to Customs and Border Patrol and Department of Homeland Security included on the approved Operations Order.

The THSSAA recognizes there may be limitations in the procurement processes used by some entities. If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official, or individual who signed the grant award documents, stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity.

Documentation submitted in support of the reimbursement request must be in accordance with THSSAA Information Bulletin 11-005 (Revised July 2012).

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SAA Information Bulletin
No. 15-001
November 5, 2014

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

From: Garry Jones
Deputy Assistant Director

Subject: Allowability and Clarification of Weapons and Weapons Accessories

Effective Date: November 5, 2014

Purpose: This information bulletin provides clarification as to what is considered allowable and unallowable in regards to weapons and weapons accessories for sub-recipients of Homeland Security Grant Program (HSGP) funds seeking reimbursement from the Texas Homeland Security State Administrative Agency (THSSAA).

Scope: This information bulletin applies to all entities submitting expenditures that are partially or entirely funded with Homeland Security Grant Program funds.

Guidance: "Per FEMA policy, the purchase of weapons and weapons accessories is not allowed with HSGP funds" *(e.g. see the 2014 Homeland Security Grant Program Funding Opportunity Announcement – Unallowable Costs (page 57)*. However, accessories that are commonly associated with them may be allowable. The following general guidelines are used to determine allowability:

1. Is the item designed to be a lethal or less lethal weapon?
2. Is the item designed to be attached to a lethal or less lethal weapon?
3. Is the item's primary use to enhance the lethality of a weapon?
4. How will the item be used?

Determination Examples:

1. The City of X would like to purchase night vision and subject designator devices for their SWAT Team. They request the following equipment:

    A. Weapon Mounted Night Vision Device
    B. Omega Night Vision Binoculars
    C. Weapon Mounted LED Mini Integrated Pointing Illumination Module

    Items A and C would be unallowable because they are designed to attach to a weapon and enhance the lethality. However, item B would be allowable because it does not attach to a weapon nor enhance the lethality of the weapon.

2. The City of Z would like to outfit their SWAT Team with new body armor and accessories. The pouches are planned to be purchased separately in order to customize the vests for their specific needs. They request the following:

    A. Armored Vest and Plate Carrier
    B. Level IV Hard Armor Plate
    C. Large Utility Pouch
    D. Medical Pouch MOLLE
    E. Radio Pouch
    F. Double Mag Pouch
    G. 2 Point Padded Sling

    Items F and G are unallowable. Item F because it holds the ammunition and therefore enhances the lethality of the weapon and item G is unallowable because it is designed to attach to a weapon and item. The other items are allowable.

Additional Allowability Examples and Restrictions:

1. If you are planning on using a device that can attach to a weapon in a detached mode only, it is still unallowable. An example would be if you are purchasing a spotting scope that attaches to a rifle but you are attaching it to a gun stock that has no trigger mechanism, it is still unallowable.
2. If you purchase a device (e.g. night vision) that can be attached to any rifle accessory (e.g. rifle scope) it would also be unallowable.
3. Some weapons related trainings are not allowable:
    a. Weapon specific training (e.g. sharp shooter/sniper training)
    b. Training where live rounds are being used will be reviewed on a case by case basis by the SAA for allowability. *(also see #7 below)*
    c. Training that is not FEMA approved.
    d. Basic law enforcement training (e.g. law enforcement academy training or other routine training for law enforcement officers)
4. Most weapons and weapon accessories are restricted and may only be purchased for a NIMS typed team. Refer to the Responders Knowledge Base (RKB) under the Allowable Equipment List (AEL) Codes for more information.
5. Some equipment may require additional prior approval by FEMA on a case by case basis (e.g. simunitions, specialized training devices, training, etc.).
6. **All expenditure requests must have THSSAA approval *prior to purchase*.**
7. ***No ammunition* will be purchased with HSGP funding for any reason.**

General Allowability Chart:
This chart is just a reference and not all inclusive. If there is an item not listed and/or you have questions about an Item, please call your Grant Coordinator for assistance.

Item Name	Allowable	Unallowable	Reason(s) 1. Weapons mountable 2. Enhances the lethality 3. Weapon/Less lethal Weapon
Armor Plate	X		
Armored Vest	X		
Batons		X	3
Binoculars	X		
Bi-pods and Tri-pods (Non Weapon Mounted)	X		
Bi-pods and Tri-pods (Weapon/Rail Mounted)		X	1
Energetic Materials (explosive materials)	The SAA will review on a case by case basic and will follow FEMA's Policy #FP 104-008-207-1 on Energetic Materials for bomb squad training only. (Policy Link)		

Item Name	Allowable	Unallowable	Reason(s) 1. Weapons mountable 2. Enhances the lethality 3. Weapon/Less lethal Weapon
Flashbangs/Grenades		X	3
Gun Racks		X	1,2
Guns		X	3
Holsters (Gun or Taser)		X	1,2
Laser Pointing Device (Non Weapon Mounted)	X		
Laser Pointing Device (Weapon/Rail Mounted)		X	1,2
Laser Range Finders (Non Weapon Mounted)	X		
Laser Range Finders (Weapon/Rail Mounted)		X	1,2
Long Range Acoustic Device (LRAD)	LRAD's will be reviewed on a case by case basis by the SAA. ***NOTE:*** *The SAA may require the sub-grantee to submit a certification indicating the device will not be used as a less lethal weapon.*		
Night Vision Binoculars	X		
Night Vision Device (Non Weapon Mounted)	X		
Night Vision Device (Weapon/Rail Mounted)		X	1,2
Night Vision Scopes (Non Weapon Mounted)	X		
Night Vision Scopes (Weapon/Rail Mounted)		X	1,2
Pintle Mounts		X	1,2
Plate Carrier	X		
Pointing Illumination Module - Flashlight (Non Weapon Mounted)	X		
Pointing Illumination Module - Flashlight (Weapon/Rail Mounted)		X	1,2
Pointing Laser Module (Non Weapon Mounted)	X		
Pointing Laser Module (Weapon/Rail Mounted)		X	1,2
Pouch - Radio	X		
Pouches - Flashlight	X		
Pouches - Mag		X	2
Pouches - Medical	X		
Pouches - Utility	X		
Slings (Non Weapon Mounted)	X		
Slings (Weapon Mounted)		X	1,2
Spotting Scopes (Non Weapon Mountable)	X		
Spotting Scopes (Weapon/Rail Mounted)		X	1,2
Tasers		X	3
Thermal Scopes (Non Weapon Mountable)	X		
Thermal Scopes (Weapon/Rail Mountable)		X	1,2
Thermal Vision Device (Non Weapon Mounted)	X		
Thermal Vision Device (Weapon/Rail Mounted)		X	1,2
Training - FBI Bomb squad (FEMA approved)	X		
Training - SWAT Sniper		X	2
Other Less lethal Weapons		X	1,2

TEXAS DEPARTMENT OF PUBLIC SAFETY

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THSSAA Information Bulletin
No. 15-002,
April 2, 2015

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: Garry Jones
Deputy Assistant Director
Texas Homeland Security State Administrative Agency (THSSAA)

Subject: Use, Disposition, Pass-through and Loan of HSGP Funded Equipment

Attachment: (1) SF-428, SF-428c, and SF-428s Forms
(2) Equipment Pass-Through Form
(3) Equipment Loan Form

Purpose:

This Information Bulletin clarifies the use of and process to dispose of, pass-through or loan grant purchased equipment and replaces THSSAA Information Bulletin #3 issued August 31, 2006 and THSSAA Information Bulletin #11-001 issued March 2, 2011. This will apply to all Homeland Security grant-funded equipment that is either noted as a capital asset or a controlled asset per THSSAA Information Bulletin# 12-004.

In some cases sub-recipients are required to request disposition instructions for equipment acquired with grant funds (acquired equipment) when original or replacement equipment is no longer needed for the original program or for other activities currently or previously supported by a Federal agency. Sub-recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the Federal government.

Sub-recipients may pass-through equipment procured with grant funds to a project participant to carry out grant-funded activities.

Sub-recipients may temporarily loan equipment procured with grant funds to a governmental or non-governmental entity to carry out or support grant-related activities.

Definitions:

Acquired Equipment – Equipment purchased with grant funds.

Fair Market Value – An estimate of the market value of a property, based on what a knowledgeable, willing, and unpressured buyer would probably pay to a knowledgeable, willing, and unpressured seller in the market. An estimate of fair market value may be founded either on precedent or extrapolation.

Passed-through Equipment – Equipment procured by a sub-recipient on behalf of a project participant or equipment purchased by a project participant and reimbursed by a sub-recipient to carry out a grant-funded project.

Project Participant – an entity participating in a grant-funded program that purchases or is reimbursed for equipment or other services as a direct result of their relationship with a sub-recipient in an effort to carry out grant-funded activities.

Receiving Entity – The recipient of passed-through or loaned assets.

Sub-recipient – an entity that receives a sub-award from the Texas Homeland Security State Administrative Agency to carry out all or part of a grant-funded program.

Written Appraisal – A report or document stating, based on an educated and professional opinion, the Fair Market Value of an asset.

Equipment Use

Per 44CFR § 13.32 (c), grant-funded equipment shall be used by the sub-recipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal funds.

When no longer needed for the original program, the equipment may be used in other activities currently or previously supported under a federal grant or sub-grant.

Passed-through Equipment

Acquired equipment may be passed-through from a sub-recipient to a project participant to carry out grant-funded activities under the following conditions:

- A memorandum of understanding (MOU) exists between the sub-recipient and the project participant (see section below for MOU requirements).
- The project participant must meet the same THSSAA eligibility criteria as the sub-recipient (see http://www.txdps.state.tx.us/director_staff/saa/documents/genHSGPEligInstr.pdf for general eligibility requirements). It is the responsibility of the sub-recipient to verify the eligibility of the project participant. The sub-recipient may be required to refund the cost of any equipment purchased with grant funds if it is determined that the project participant did not meet all eligibility requirements.
- The sub-recipient is responsible for notating on their inventory log, at a minimum, the following information for each passed-through equipment item:
    - A description of the asset

- A serial number or other identification number (Should match serial number or ID number recorded on project participant's inventory log.)
- The location of the equipment
  - The location may be referenced as the project participant's jurisdiction
  - A notation and the date that the equipment item was passed-through to a project participant

  Example Location Entry: Pass Through to Sample County on 1/15/15

- The sub-recipient must maintain, at a minimum, the above referenced information on their inventory list until notification is received from the project participant that the equipment has been properly disposed of.
- The project participant becomes responsible for any aspects of the asset including inventory control, disposition, and complying with all grant requirements as noted in the MOU.

The corresponding THSSAA Passed-through Equipment Form must be completed under all conditions for all controlled or capital assets as defined by THSSAA IB 12-004. A copy of the THSSAA form must be retained by both parties.

Loaned Equipment

Acquired equipment may be temporarily loaned to a governmental or non-governmental entity to carry out or support grant-related activities under the following conditions:

- A memorandum of understanding (MOU) exists between the sub-recipient and the receiving entity (see section below for MOU requirements).
- The receiving entity of loaned equipment must meet the same THSSAA eligibility criteria as the sub-recipient see http://www.txdps.state.tx.us/director_staff/saa/documents/genHSGPEligInstr.pdf for general eligibility requirements). It is the responsibility of the sub-recipient to verify the eligibility of the receiving entity.
- Equipment is loaned for a temporary time period for the purpose of a recent or immediate upcoming event. There is no intention by the sub-recipient to have the receiving entity keep the equipment.
- The sub-recipient retains responsibility for all aspects of the asset, including inventory control, disposition and complying with all grant requirements.

Some governmental entities in the State of Texas find it necessary in the furtherance of their Emergency Operations Plan to loan equipment to non-governmental responding entities. Some examples would be: school districts, not for profit organizations, volunteer fire departments, etc. In consultation with the Department of Homeland Security, following are additional eligibility requirements for loans to non-governmental entities:

- The non-governmental entity must be an emergency response or public safety agency.
- The sub-recipient in receipt of Homeland Security grant funded equipment must determine the non-governmental entity is included in the Emergency Operations Plan of a governmental jurisdiction. This plan must meet and be maintained at no less than the intermediate preparedness level required for HSGP grant eligibility and be on file with the Texas Division of Emergency Management (TDEM).

- The non-governmental entity must comply with HSPD-5, Management of Domestic Incidents, the adoption of the National Incident Management System (NIMS), a requirement to receive Federal preparedness assistance through grants, contracts, and other activities.
- It is allowable for a NIMS compliant organization to purchase equipment which is then used by others via a Memorandum of Understanding. Such an arrangement would be appropriate when a governmental entity wants to ensure that its organizations, included in their Emergency Operations Plan, with fewer resources can still effectively respond. The receiving entity(ies) should have a plan indicating whether and/or how they address the NIMS recommendations for Non-governmental entities.

The corresponding THSSAA Equipment Loan Form must be completed under all conditions for all controlled or capital assets as defined by THSSAA IB 12-004. A copy of the THSSAA form must be retained by both parties.

Emergency Loan Conditions:

In the event of a time sensitive situation where time spent verifying eligibility may endanger life or property, equipment may be loaned for mutual aid immediately but for a period of **not more than 60 days** without the need to verify eligibility. The sub-recipient will complete the (Equipment Loan Form) and retain it in their files.

Example: A storm hits a small community and has knocked out power. Generators are needed to help power a local hospital. Time is of the essence and a jurisdiction would not need to verify eligibility before moving the equipment. The generator will only be needed for a few weeks until power is restored.

Memorandum of Understanding (MOU) for Passed-Through or Loaned Equipment:

A sub-recipient who passes-through or loans procured equipment to another eligible jurisdiction or non-governmental entity must develop and complete an MOU for all controlled and capital assets as defined in SAA IB# 12-004.

The MOU must include:

1. The basis of the agreement.
2. Signature and date of both parties.
3. Details of the equipment to include: Description, Control number, SER/VIN number, Model number, Acquisition date and Unit cost.
4. Responsible party for the care, custody, control, maintenance, disposition and use of the equipment including but not limited to:
    a. Inventory control of any equipment loaned to a non-governmental entity in accordance with THSSAA Policy and the Uniform Grant Management Standards.
    b. Maintaining any issued equipment in good working order.
    c. Ensuring the equipment is used only as allowable under the grant and in the furtherance of the Emergency Operations Plan.
    d. Ensuring the sub-recipient is notified when passed-through equipment is disposed of by a project participant.

The MOU must be retained by both the receiving entity and the sub-recipient.

Equipment Disposition – Approval Required

Approval to dispose of equipment with a current per unit fair market value (FMV) of $5,000 or more is required in the following circumstances:

- The original sub-grant from which the equipment was purchased is still open (active).
- Original or replacement equipment acquired under a sub-grant is lost, destroyed, or stolen and insurance proceeds to purchase or offset the cost of a replacement are available.
- Original or replacement equipment acquired under a closed grant or sub-grant is no longer needed for the original program or for other activities currently or previously supported by either the Federal awarding agency under which the equipment was originally procured or any another Federal agency.
- When original or replacement equipment is sold the awarding agency shall have a right to an amount calculated by multiplying the current FMV or proceeds from sale by the awarding agency's share of the equipment:

  (FMV) X THSSAA's percentage (%) share of the original equipment acquisition cost.

  Example 1: Equipment Purchased Using 100% Grant Funds
  Current fair market value (appraisal) = $6,300.
  Formula: $6,300 X 100% = $6,300
  THSSAA would be entitled to the full $6,300.

  Example 2: Equipment Partially Purchased with Grant Funds
  Current fair market value (appraisal) = $6,300
  Percent that grant funds contributed to original purchase: 75%
  Formula: $6,300 X 75% = $4,725
  THSSAA would be entitled to $4,725

Equipment Disposition - No Approval Required

A disposition request is NOT required if the grant-funded equipment meets any of the following conditions:

- The current per unit fair market value of the equipment is less than $5,000.
- It is being used by the program for which it was originally acquired, regardless of whether or not the program is still receiving federal grant funds.
- The original sub-grant under which the equipment was purchased is closed and it is being used by another program within the jurisdiction/agency, region, or state that has received federal grant funds.

When no longer needed for the original program, the equipment may be used in other activities currently or previously supported under a federal grant or sub-grant. Note: Disposing of equipment by transferring to other federally funded programs implies the equipment is no longer necessary within the original grant program. As a result, THSSAA may not consider funding requests for similar equipment purchases from a sub-recipient who has transferred equipment in this manner for a period of time similar to the typical useful life of the transferred equipment.

- First preference for other use shall be given to programs currently or previously supported by grants from the federal awarding agency that sponsored the grant under which the equipment was procured.

For example, if the equipment was procured under the federal Homeland Security Grant Program from the Department of Homeland Security, Federal Emergency Management Agency (FEMA), then first preference must be given to other programs funded by FEMA in the order referenced below:

- Sub-recipients should first **review needs within their jurisdiction/agency** to determine if any programs supported by FEMA could use the equipment.
- If no programs within the jurisdiction/agency need the equipment then sub-recipients should **consult with the COG/UASI to review needs** within the region.
- If no programs within the COG/UASI region need the equipment then sub-recipients should **consult with THSSAA** to determine if the equipment could be used within any TXDPS programs funded by FEMA or within a program located within another region of the state.

- Next preference for other use shall be given to programs currently or previously supported by any other federal awarding agency. This includes any program that has received federal funds through a grant or sub-grant from any federal agency. Consideration must be given to other programs that are receiving or have received federal funds in the same order referenced above.

The sub-recipient must document the disposition date on their equipment inventory log and maintain documentation supporting decisions allowing for equipment use based on the preferences listed above.

Equipment Disposition Request Procedure:

A Tangible Personal Property Report (SF-428), Disposition Request (SF- 428c), and Supplemental Sheet (SF-428s) are required to request disposition instructions or report disposition for equipment with a current per unit FMV of $5,000 or more. A written appraisal of FMV must be included with the forms.

- The sub-recipient or receiving entity of passed-through equipment must submit the forms and written appraisal to the THSSAA Monitoring Section at SAAMonitoring@dps.texas.gov.
- If applicable as noted in the grid below, THSSAA will forward the documents to FEMA for approval, denial or special instructions.
- If THSSAA or FEMA does not provide disposition instructions within 120 days, the sub-recipient or receiving entity of passed-through equipment may continue to use the equipment or dispose in accordance with the applicable property standards.
- THSSAA will notify the sub-recipient or receiving entity of passed-through equipment of THSSAA's or FEMA's decision.

Disposition Approval Matrix for Equipment Valued Over $5,000

Equipment Disposition Type	Active Grant	Closed Grant
Retain for Original Purpose	No Approval Required	No Approval Required
Use in Other Federally Funded Activity/Program	THSSAA Approval Only	No Approval Required
Use Insurance Proceeds to Replace Lost, Destroyed, or Stolen Equipment	THSSAA Approval Only	THSSAA Approval Only
Trade in or Sell to Offset Cost of Replacement Equipment	THSSAA Approval Only	THSSAA Approval Only
Sell Equipment w/ Federal Share of Proceeds Refunded	THSSAA/FEMA Approval	THSSAA/FEMA Approval
Use in Non-Federally Funded Activity/Program	THSSAA/FEMA Approval	THSSAA/FEMA Approval

For any questions not addressed here or about the SF-428 forms, contact THSSAA monitoring unit.

Texas Department of Public Safety
Texas Homeland Security State Administrative Agency
Homeland Security Grant Program
Passed-Through Property Record

Sub-recipient:

_____
Name of Organization

_____
Street/Mailing Address, City, County, Zip

_____
Printed Name and Title

_____ _____
Signature Date

Project Participant:

_____
Name of Organization

_____
Street/Mailing Address, City, County, Zip

_____
Printed Name and Title

_____ _____
Signature Date

This is to certify that the property described below was acquired through the expenditure of grant funds awarded to the above named Homeland Security Grant Program Sub-recipient. The Project Participant receiving the property certifies that they have knowledge of the laws, rules and regulations of Texas Homeland Security grants. The Project Participant further certifies that they agree to be bound by all the contract covenants and exhibits to the Sub-recipient's Agreement and any modifications or amendments to that agreement as if they were written here. The Sub-recipient and Project Participant further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Sub-recipient further certifies that the Project Participant has complied with all Texas Homeland Security State Administrative Agency eligibility requirements.

Property being passed-through

Item description: _____
Item Control Number: _____
Serial Number/VIN: _____
Model Number: _____
Acquisition Date: _____
Unit Cost: _____

This form is provided for the benefit of grant administration. TXDPS/THSSAA cannot advise Sub-recipients about the legality of any specific property that is passed-through. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.

THSSAA EQUIPMENT LOAN RECORD

ITEM CONTROL/SERIAL NUMBER	ITEM DESCRIPTION	ORIGINAL SUBRECIPIENT	ORIGINAL SUBRECIPIENT PERSONNEL NAME/SIGNATURE	DATE LOANED	RECEIVING ENTITY	RECEIVING PERSONNEL NAME/SIGNATURE

The subrecipient maintains responsibility for inspection and financial liability for loss or damage to grant funded assets. Subrecipients must exercise reasonable care to safeguard assets from negligence and abuse, while providing proper maintenance as required. It is the subrecipient's responsibility to complete the paperwork for the loan. Receiving entities acknowledge compliance with Texas Homeland Security State Administrative Agency grant and eligibility requirements as noted in the Sub-Recipient Agreement. It is the subrecipient's responsibility to ensure the receiving entity has met those eligibility requirements before loan of equipment. All equipment must be returned to the subrecipient for disposition.

EMERGENCY LOANS

In the event of a time sensitive situation where time spent verifying eligibility may endanger life or property, equipment may be loaned for mutual aid immediately but for a period of not more than 60 days without the need to verify eligibility. **Please provide a brief description of the nature of the event and why eligibility could not be verified:**

TANGIBLE PERSONAL PROPERTY REPORT
SF- 428

		Page	of Pages
1.Federal Agency and Organization Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned by Federal Agency	3a. DUNS	3b. EIN
4. Recipient Organization (Name and complete address including zip code)		5. Recipient Account or Identifying Number	
6. Attachment (Check applicable) ___ Annual Report (SF-428-A) ___ Final (Award Closeout) Report (SF-428-B) ___ Disposition Report/Request (SF-428-C)		7. Supplemental Sheet ___ Yes ___ No	
8. Comments			
9a. Typed or Printed Name and Title of Authorized Certifying Official		9c. Telephone *(area code, number, extension)*	
		9d. Email address	
9b. Signature of authorized Certifying Official		9e. Date report submitted *(Month, Day, Year)*	
		10. Agency use only	

Instructions for Tangible Personal Property Report: SF-428

The estimated annual public reporting burden for the collection of information on this form and its attachments is estimated to average 2.75 hours per respondent, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

This is a standard form to be used by awarding agencies to collect information related to tangible personal property (equipment and supplies) when required by a Federal financial assistance award. The form consists of the cover sheet (SF-428) and three attachments to be used as required: Annual Report, SF428-A; Final (Award Closeout) Report, SF-428-B; and a Disposition Request/Report, SF-428-C. A Supplemental Sheet, SF-428S, may be used to provide detailed individual item information.

A. General Instructions:

Tangible personal property means property of any kind, except real property, that has physical existence. It includes equipment and supplies. It does not include copyrights, patents or securities. For convenience, throughout this form and its attachments, the term property will be synonymous with tangible personal property. The terms equipment and supplies will be used when referring to specific requirements.

Property may be provided by the awarding agency or acquired by the recipient with award funds. Federally-owned property consists of items that were furnished by the Federal government.

Recipients of Federal assistance awards may be required to provide Federal awarding agencies with information concerning property in their custody annually, at award closeout or when the property is no longer needed. Specific requirements will vary based on award provisions, the type of property (equipment or supplies) and whether the property is Federally-owned. This reporting form and its attachments are intended to assist recipients to provide necessary information when it is required.

1. **Federal Agency and Organizational Element to Which Report is Submitted.** Enter the name of the Federal agency and the agency organization element identified in the award document or as otherwise instructed by the agency. The organizational element is a sub-agency within a Federal agency. For example, the Air Force Office of Scientific Research (AFOSR) is an organizational element within the Department of Defense.

2. **Federal Grant or Other Identifying Number Assigned by Federal Agency.** Enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award.

3a. **DUNS.** Enter the recipient organization's Data Universal Numbering System (DUNS) number or Central Contract Registry extended DUNS number. The DUNS number is also referred to as the Universal Identifier.

3b. **EIN.** Enter the recipient organization's Employer Identification Number (EIN) as assigned by the Internal Revenue Service.

4. **Recipient Organization.** Enter the name and complete address, including zip code, of the recipient organization.

5. **Recipient Account or Identifying Number.** Enter the account number or other identifying number assigned to the award by the recipient. This number is for the recipient's use and is not required by the Federal agency.

6. **Attachment.** Check the applicable line to indicate the type of attachment being submitted. Use the Annual Report, SF-428-A, when required to provide annual inventory listings of Federally-owned property. Use the Final Report, SF-428-B, when required to provide property information in connection with the closeout of an award. Use the Disposition Request/Report, SF-428-C, when required to request disposition instructions for or to report the disposal of Federally-owned property or acquired equipment, at any time other than award closeout (i.e., during the award period or after award closeout as long as the Federal government retains an interest in the item).

7. **Supplemental Sheet.** Check the applicable block to indicate whether a Supplemental Sheet is attached. Recipients may use the SF-428S or equivalent document such as a computer print out to provide required detailed individual item information.

8. **Comments.** Provide any explanations or additional information in this block. Attach additional sheets if necessary.

9a. **Typed or Printed Name and Title of Authorized Certifying Official.** Enter the full name and title of the recipient representative authorized to sign this report.
b. **Signature of Authorized Certifying Official**. Original signature of the recipient's authorized certifying official.
c. **Telephone.** Enter the telephone number of the individual listed in Line 9a.
d. **Email address.** Enter the email address of the individual listed in 9a.
e. **Date report submitted.** Enter the date the report is submitted to the Federal agency.

10. **Agency use only.** This section is reserved for Federal agency use only.

TANGIBLE PERSONAL PROPERTY REPORT
Supplemental Sheet SF-428S

Federal Grant or Other Identifying Number Assigned by Federal Awarding Agency (Block 2 of SF-428)	Attachment Type ___ Annual Report ___ Final (Award Closeout) Report ___ Disposition Request/Report	Page	Of Pages

Complete one row for each item:

	Award Number (a)	GP or ACQ (b)	Description of Item (c)	Identification Number (d)	Acq. Date (e)	Cond. Code (f)	Acq. Cost (g)	Disp. Req. (h)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Instructions for Tangible Personal Property Report: SF-428S

A. General Instructions

This is a standard form to be used by recipients to provide detailed individual item information in connection with required reports of tangible personal property under Federal assistance awards.

Federal Grant or Other Identifying Number Assigned by Federal Agency. Enter the Federal grant, cooperative agreement or other financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award. If the Supplemental Sheet is submitted in connection with a Consolidated Annual Report Attachment, leave blank and enter individual award numbers in Column (a) for each item.

Report Type. Indicate the type of report Attachment for which the individual item information is being provided.

a. **Award Number.** For Consolidated Annual Report Attachments, enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award. For all other Report Attachments (i.e., Individual Annual, Final, and Disposition Request/Report) leave blank.

b. **GP or ACQ.** Enter GP if the item is Federally-owned property. Note: Federally-owned property consists of items furnished by the Federal Government for use on the award identified in Block 1 or Column a. Enter ACQ if the item was acquired with award funds.

c. **Description of Item.** Provide a brief description of the item.

d. **Identification Number.** Enter the manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.

e. **Acq. Date.** Enter the date the item was acquired by the recipient. For items furnished by the Federal Government, enter the date received by the recipient.

f. **Cond. Code.** Enter the applicable condition code from the following list:

Code	Description
1	Excellent. Property that is in new condition or unused condition and can be used immediately without modification or repairs.
4	Usable. Property which shows some wear, but can be used without significant repair.
7	Repairable. Property which is unusable in its current condition but can be economically repaired.
X	Salvage. Property which has value in excess of its basic material content, but repair or rehabilitation is impractical and/or uneconomical.
S	Scrap. Property which has no value except for its basic material content.

g. **Acq. Cost.** Enter the item acquisition cost.

h. **Disp. Req.** Indicate the type of disposition requested for each item by entering the corresponding number from Block 2 of the Final Report Attachment or Block 1 of the Disposition Request/Report Attachment. However, it is not necessary to enter this information when requesting the same disposition for all items of Federally-owned property or the same disposition for all items of Acquired Equipment (the disposition request indicated in the applicable Block(s) of the Final Report Attachment or the Disposition Request/Report Attachment will be sufficient). Not required for Annual Report Attachments.

TANGIBLE PERSONAL PROPERTY REPORT
Disposition Request/Report SF-428- C

Federal Grant or Other Identifying Number Assigned by Federal Agency (Block 2 of SF-428)

1. **Request Disposition Instructions for**:	**For Agency Use Only**
a. **Federally-owned Property** *(Select one or more and attach Supplemental Sheet SF-428S or recipient equivalent)* (i) ___ Request Federal Agency disposition instructions (ii) ___ Other (Specify in Block 8 "Comments" or attach request)	Agency response to requested disposition of Federally owned property: (i) Recipient request approved___ denied ___. (ii) Dispose in accordance with attached instructions ___.
b. **Acquired Equipment with current fair market value of $5,000 or more** *(Select one or more and attach Supplemental Sheet SF-428S or recipient equivalent)* (i) ___ Request approval to trade-in or sell to offset costs of replacement equipment (ii) ___ Request Federal Agency disposition instructions	Agency response to requested disposition of acquired equipment: (i) Recipient request approved___ denied ___. (ii) Dispose in accordance with attached instructions ___.

Authorized Awarding Agency Official	
Signature:	Date:
Name:	Phone:
Title	Email

2. **Report Disposition by Sale or Retention**

a. ___ Retention of acquired equipment for use on non Federally supported projects

b. ___ Sale of acquired equipment

(Attach Supplemental Sheet SF-428S or recipient equivalent and complete worksheet below)

(i) Sale proceeds (or estimate of current fair market value)..... $_____

(ii) Percentage of Federal participation ..... _____%

(iii) Federal share ..... $_____

(iv) Selling and handling allowance ..... $_____

(v) **Amount remitted to the Federal Government**..... $_____

3. **Report Loss, Destruction or Theft of Federally-owned Property**

___ Loss, Destruction or Theft of Federally-owned property

(Attach Supplemental Sheet SF-428S or recipient equivalent and describe the circumstances in Block 4)

4. **Comments**

DISPOSITION REQUEST/REPORT ATTACHMENT TO TPR

Agency use only

Instructions for Disposition Request/Report: SF-428 Attachment C

A. General Instructions:

This Attachment is to be used by recipients when required to request disposition instructions or to report disposition of Federally-owned property or acquired equipment under Federal assistance awards at any time other than award closeout (i.e., during the award period or after closeout as long as the Federal government retains an interest in the item).

Recipients provided Federally-owned property for use under Federal assistance awards are required to request disposition instructions from the awarding agency when the Federally-owned property is no longer needed for the authorized purpose. Recipients may be required to request disposition instructions for equipment acquired with award funds (acquired equipment) when an item is no longer needed for use on Federally-sponsored activities. Recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the Federal government. This attachment is intended to assist recipients in providing appropriate information to the awarding agency. Note: If the Federal awarding agency has exercised statutory authority to vest title to acquired equipment in the recipient with no further obligation to the Federal government, you are not required to request disposition instructions or to report disposition (i.e., sale or retention for non Federal use) of those items of equipment.

Federal Grant or Other Identifying Number Assigned by Federal Agency. Enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award.

1. **Request Disposition Instructions for:** Use this section to request Federal awarding agency disposition instructions when required by the award provisions.

a. **Federally-owned Property.** Consists of items that were furnished by the Government. Check applicable blocks to indicate the requested Federal awarding agency action for items that are no longer needed for use on the award specified in Block 2.

(i) To request Federal agency disposition instructions.
(ii) To request a specific disposition, e.g., transfer to another award.

b. **Acquired Equipment with a current fair market value of $5,000 or more.** Note: Fair market value means the best estimate of the gross sales proceeds if the property were to be sold in a public sale. Check applicable blocks to indicate the requested Federal awarding agency action.

(i) To request approval to trade-in or sell to offset costs of replacement equipment.
(ii) To request Federal agency disposition instructions for equipment acquired with award funds.

2. **Report Disposition by Sale or Retention.** Use this section when required to compensate the Federal awarding agency for its interest in acquired equipment with a current fair market value of $5,000 or more that you have sold or retained for use on non Federally supported activities. Check applicable blocks to indicate the type of action being reported and complete the worksheet to calculate the amount of compensation due to the awarding agency for its interest in the equipment.

a. Retention of acquired equipment for use on non-Federally supported projects.
b. Sale of acquired equipment.

Worksheet

(i) Enter the total amount received if the equipment has been sold. Enter an estimate of the current fair market value if the equipment will be retained for use on non Federally funded projects.
(ii) Enter the percentage of Federal Government participation in the award under which the equipment was acquired.
(iii) Enter the dollar amount of sales proceeds (or estimate of current fair market value) multiplied by the percentage of Federal Government participation listed in (ii).
(iv) If the equipment was sold, enter the amount of selling and handling expenses. Enter zero if the equipment will be retained for use on non-Federally funded projects.
(v) Enter the amount of the Federal share in (iii) less the selling and handling expense listed in (iv). Indicate in Block 8 how the funds are being returned to the government. For example, attached check made out to the Awarding Agency/U.S. Treasury or electronic remission.

3. **Report Loss, Destruction or Theft of Federally-owned Property.** Use this section to notify the awarding agency. Check block to indicate that Federally-owned property has been lost, damaged or stolen, list the item(s) on SF-428S or recipient equivalent and describe the circumstances in Block 4.

4. **Comments.** Provide any explanations or additional information in this block. Attach additional sheets if necessary.

Agency use only. This section is reserved for Federal agency use only.

EXHIBIT “G”

Weekly Activity Report

HIDALGO COUNTY

Your Local Agency Name

OPERATION STONEGARDEN WEEKLY ACTIVITY REPORT

Date	Number of Officers worked	Hours worked (Shift)*	Location Worked	Outcome
7/13/2015	3	1800-0400	WEST- Citrus City Area	25 VEHICLE STOP, 8 CITATIONS, 17 WARNINGS
		SAMPLE		
Total	3			

EXHIBIT “H”

Daily Activity Report Summary and Detail

PLEASE TYPE IN YOUR CITY NAME
2014 OPERATION STONEGARDEN
GRANT #: EMW-2014-SS-00029

DAILY ACTIVITY REPORT SUMMARY

Date: _____ **Overtime Rate:**_____

Begining 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: _____

Officer (Print)_____ **Title:** _____ **I.D. #** _____

Officer (Sign)_____ **Title:** _____ **I.D. #** _____

Supervisor: _____ **Title:** _____ **I.D. #** _____

PLEASE TYPE IN YOUR CITY NAME

DAILY ACTIVITY REPORT DETAIL

OPSG 2014 Grant#: EMW-2014-SS-00029

PLEASE PRINT LEGIBLY

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

1.)

SECTOR	:00 PM - :00 AM, Officer 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:** _____

7/31/2015 11:58 AM

EXHIBIT "I"

Property Acquisition Form

EXHIBIT "I"

CITY NAME
2014 STONEGARDEN GRANT - PROPERTY ACQUISITION FORM
GRANT #EMW-2014-SS-00029

Description	Tag ID#	Serial or ID#	Source of Property	Title Owner	Acquisition Date	Cost	% of Federal/ State Participation in Cost of Property	Location	Use & Condition of Property	Disposal Date	Price Sold

To be submitted monthly with attached photos of all equipment showing ID tags.

STATE OF TEXAS §

COUNTY OF MERCEDES §

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

This Agreement is made and entered into this ___day of _____, 2015, by and between the County of Hidalgo, a political subdivision of the State of Texas (hereinafter referred to as "County") and the City of Mercedes, 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 $4,674,438.00 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 2014 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 2014 Sub-Recipient Award for Hidalgo County," (Sub-Recipient Agreement) dated May 7, 2015, 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 No. 12-003 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 $150,000.00 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 the 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 reimbursements pertaining to costs incurred or performances rendered that are not in compliance with 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 complete and execute a Passed-Through Property Record or Equipment Loan Record, as necessary, for each asset purchased with Grant funds, as required by State Administration Agency Bulletin 15-002 or its successor (**See Exhibit "F"**).

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 No. 12-004 or its successor (**See Exhibit "F")**. City shall conduct an annual physical inventory for all assets purchased with current and prior Grant funds and provide said information to County on an annual basis. The inventory identified on the Property Acquisition Form should include a complete and accurate listing of all equipment/assets including tag numbers, id numbers and serial numbers with photographs depicting same (**See Exhibit "I"**). City shall not use Grant funds for the purchase of weapons and weapons accessories in accordance with State Administrative Agency Bulletin No. 15-001 or its successor (**See Exhibit "F"**).

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 required for reimbursement of Grant funds from County. These include but not limited to the Cost Reimbursement Form and all supporting documentation **(See Exhibit "F")**, a Passed Through Property Record or Loan Record (with photographs and SAM.gov verification) **(See Exhibit "F")**, a Property Acquisition Form detailing a cumulative report of all property secured with Grant funds from the inception of the first Grant period (**See Exhibit "I")** and the Annual Inventory Control Requirement Form **(See Exhibit "F").** These reports must be submitted to County by **June 30th** of each year. City shall provide County with a weekly activity report (**See Exhibit "G"**). 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 No. 12-004 or its successor attached thereto.)

As noted above, all reports required for submission are as follows:

FORMS	**SUBMIT**
Eligibility Certification Form	Annually

Annual Inventory Control Requirement Form	Annually
Property Acquisition Form	Annually
Weekly Activity Report	Weekly
Agency Cost Reimbursement Request Form	With Reimbursement Request
Individual Reimbursement Request Form	With Reimbursement Request
Daily Activity Report Summary	With Reimbursement Request
Daily Activity Report Detail	With Reimbursement Request
Passed-Through Property Record Form	With Reimbursement Request
Disposition Request/Report SF-428- C Form	As needed upon asset disposal

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 delay or 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")**, Passed Through-Property Record Form **(See Exhibit "F"),** Copies of Invoices, and other related information whether or not requested by County on a monthly basis no later than the 15th of each month for the previous month. Each Cost Reimbursement Request shall be completed pursuant to the instructions and State Administration Agency Bulletin Nos. 11-005, 12-005, 15-001 and 15-002 (or their successors) 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 Sub-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. City shall be responsible for the care, maintenance, repair, custody, control, disposition and use of any asset purchased with Grant funds.

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 the responsible party for the care, maintenance and repair of same, as noted above. 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. City shall also complete a Disposition Request/Report Form SF-428-C as required by State Administration Agency Bulletin No. 15-002 **(See Exhibit "F")**.

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 none of its elected officials, officers, employees, consultants, or 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
302 W. University Dr.
Edinburg, TX 78539

If to City: City of Mercedes
400 S. Ohio Ave.
Mercedes, TX 78570

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 MERCEDES, TEXAS

_____
Henry Hinojosa**,** Mayor

ATTEST

_____
Arcelia Felix, 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,
Ricardo Rodriguez, Jr.

By:_____
Josephine Ramirez Solis,
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”	Agency Cost Reimbursement Request Form and SAA Bulletins
• F-1:	Agency Cost Reimbursement Request
• F-2	Individual Reimbursement Form
• F-3	Cost Reimbursement Request Instructions
• F-4	SAA Information Bulletin 12-003
• F-5	SAA Information Bulletin 12-004
• F-6	Annual Inventory Control Requirement Form
• F-7	SAA Information Bulletin 11-005
• F-8	SAA Information Bulletin 12-005
• F-9	SAA Information Bulletin 12-007
• F-10	SAA Information Bulletin 15-001
• F-11	SAA Information Bulletin 15-002
Exhibit “G”	Weekly Activity Report
Exhibit “H”	Daily Activity Report Summary and Detail
Exhibit “I”	Property Acquisition Form

EXHIBIT "A"

Grant Terms and Conditions

U.S. Department of Homeland Security
Washington, DC 20472

FEMA

FY2014 OPSG COND Approval Texas – Hidalgo15-RGVRGV-11-001 V0

April 22, 2015

Arturo Mendez
Texas Homeland Security State Administrative Agency
PO Box 4087
Austin, TX 78773

Dear Mr. Mendez:

Please be advised that, based on the Department of Homeland Security, Federal Emergency Management Agency's (FEMA) Operation Stonegarden Grant Program (OPSG) guidelines and special conditions associated with this program, the below referenced Operations Order is *conditionally approved*:

Operations Order No: 15-RGVRGV-11-001 V0
Fiscal Year: 2014
Amount Approved: $4,674,438
Operations Order Dates: 10/1/2014 to 8/31/2016
Recipient: Hidalgo County, Texas

Pending approval of the Personnel Cap Waiver by the FEMA Administrator, Hidalgo County is authorized to spend up to, but must not exceed, 50 percent of the FY 2014 Operation Stonegarden allocation issued by FEMA. A subsequent approval letter will be issued for this Operations Order upon receipt of the FEMA Administrator's approval.

Expenditures from the Operations Order were reviewed and approved by FEMA and U.S. Customs and Border Protection/Border Patrol (CBP). These expenses will assist the County in conducting border centric, intelligence driven operations with the goal of reduction or elimination of threat, risk and vulnerability along our Nations' borders.

Please find the below special conditions associated with OPSG and retain this letter for your grant files. If you have any questions, please feel free to contact me at (202) 786-9668.

Sincerely,

Corey Walz

Corey Walz
Program Analyst
U.S. Department of Homeland Security
Federal Emergency Management Agency
Grant Programs Directorate

Cc: U.S. Customs and Border Protection/ Border Patrol

The following Special Conditions are associated with this Operation Stonegarden award:

1. Construction and construction-type activities are prohibited.
2. Lethal or less than lethal forces including, but not limited to: weapons, firearms, ammunition and tasers are prohibited.
3. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), the sum of all personnel related expenses shall not exceed 50% of the recipient's allocation without first obtaining a waiver from the FEMA Administrator.
4. All participating agencies shall monitor, review and track expenditures of OPSG funds under individual Operations Orders issued. Participating agencies shall not obligate, and/or encumber OPSG grant funds beyond the total of their allocation issued by FEMA.
5. The Operations Order has been reviewed and approved under the Environmental and Historic Preservation Program (EHP) guidelines as being categorically excluded from further EHP review.
6. Recipients must submit a letter of justification for all proposed vehicles or equipment items in excess of $100,000. This justification will be reviewed by CBP and FEMA.

Texas Department of Public Safety

2014 Sub-Recipient Award for Hidalgo County

1. General Award Information	Reference/Encumbrance No:	
Date of Award: May 7, 2015	Prepared By: Mendez, Arturo	3. SAA Award Number: 14-SR 48215-01

4. Sub-Recipient Name and Address

Judge Ramon Garcia
Hidalgo County
302 W. University
Edinburg, TX 78539

5. Federal Grant Information

Federal Grant Title: Homeland Security Grant Program (HSGP)
Operation Stonegarden (OPSG)

Federal Grant Award Number: EMW-2014-SS-00029

Federal Granting Agency: U.S. Department of Homeland Security(DHS)
Federal Emergency Management Agency (FEMA)

Date Federal Grant Awarded to TxDPS: August 6, 2014

CFDA: 97.067

6. Award Amount and Grant Breakdowns

OPSG

$4,674,438.00

Grant Period:	
From: Sep 1, 2014	To: Feb 28, 2016
(The SAA must receive all invoices by the end of grant period)	

7. Statutory Authority for Grant: The Department of Homeland Security Appropriations Act, 2014, (Public Law 113-76), and The Homeland Security Act of 2002 as amended (Public Law 107-296), (6 U.S.C. § 603).

8. Method of Payment: Primary method is reimbursement.

9. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors and principals are not debarred,suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not have active Exclusions listed at https://www.sam.gov/portal/public/SAM/

10. Agency Approvals

Approving TxDPS Official:

Garry Jones
Deputy Assistant Director
Texas Homeland Security
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:

Garry Jones

11. Sub-Recipient Acceptance

I have read, understood and agree to this Sub-Recipient Agreement consisting of this Award and the attached Terms and Conditions.

Print name and title of Authorized Sub-Recipient Official:

Ramon Garcia
Hidalgo County Judge

Signature of Sub-Recipient Official:

Ramon Garcia

Enter Employer Identification Number (EIN) or Federal Tax Identification Number:	DUNS Number:	Date Signed :
74-6000717	10-311-0834	5/19/15

DUE DATE: June 23, 2015 Signed Award with Terms and Conditions must be returned to SAA_SRA@dps.texas.gov on or before the due date.

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

2014 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.*

1. Grant Sub-recipient Agreement

This Grant Sub-recipient Agreement (consisting of this 2014 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 2014 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. HSGP funding shall be used for statutorily eligible 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. This program provides an integrated mechanism that builds and sustains core capabilities to support the Nation's Preparedness against terrorist attacks, major disasters, and other emergencies.

The FY 2014 Nonprofit Security Grant Program (NSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the NGP. NSGP provides funding support statutorily eligible costs to include 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. It is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, as well as State and local government agencies.

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.

2. Overview and Performance Standards

All allocations and use of funds under this Grant shall be in accordance with the FY 2014 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2014 FOA is incorporated by reference herein. **Sub-recipient shall read, understand and accept the FY 2014 Funding Opportunity Announcement as binding.**

A. 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"**

B. 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.**

3. 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 this Grant, 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.

4. 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) calendar 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.

5. 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.

6. 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 2014 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at http://www.fema.gov/media-library-data/1395161200285-5b07ed0456056217175fbdee28d2b06e/FY_2014_HSGP_FOA_Final.pdf and the Nonprofit Security Grant Program (NSGP), http://www.fema.gov/media-library-data/1396016700388-fb23d813b8df0d8eab995c8f27c1ac3e/FY_2014_NSGP_FOA_Final_Revised.pdf.

7. 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 14, 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.

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.

8. 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 Grant Adjustment Notice (GAN) to the jurisdiction.

9. State Requirements for Grants

Sub-recipient shall 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, Texas Uniform Grants Management Standards (UGMS) 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/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 this Grant to a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, unless the law enforcement agency requesting this Grant is in compliance with all rules developed by the Texas Commission on Law Enforcement (COLE) or TCOLE certifies that the requesting agency is in the process of achieving compliance with such rules.

2. Grant funds may not be awarded 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 by 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, which prohibits using any money or vehicle to support the candidacy of any person for office; influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose and 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, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and 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, which requires Sub-recipient to make every effort to attain key performance target levels associated with this Grant, 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, which requires that this Grant may only be expended if Sub-recipient timely completes and files its reports.

10. 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, or 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 and/or NSGP funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2014 HSGP or NSGP 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 Council of Government (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 Lone 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 calendar 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 the System for Award Management (SAM) at 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 information at least annually. Sub-recipient shall keep information current in the 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/dissem/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. 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.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 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 or NSGP 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. 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 awarded 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 awarded 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/grants/grant-programs-directorate-information-bulletins.

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. 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 equipment inventory record format at 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 statement: "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 use of 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, logos, crests, 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 (20th) calendar 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 Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency(August 11, 2000), requires federal agencies to issue guidance to recipients of federal financial assistance, assisting such organizations and entities in understanding their language access obligations. DHS published the required guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient of federal financial assistance can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at

https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited

and additional resources on 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 the interpretive guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B138942.

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 Grant ,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. SAFECOM. Sub-recipient shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications for awards under this Grant that provide emergency communication equipment and its related activities.

KK. Best Practices for Collection and Use of Personally Identifiable Information (PII).Sub-recipients who collect Personally Identifiable Information (PII) shall have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate. Sub-recipients may also find as a useful resource the DHS Privacy Impact Assessments: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf .

LL. Hotel and Motel Fire Safety Act of 1990. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), Sub-recipient shall ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

MM. False Claims Act and Program Fraud Civil Remedies. Sub-recipient shall comply with the requirements of 31 U.S.C. §3729 which sets forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. §3801-3812 which details the administrative remedies for false claims and statements made.

NN. Duplication of Benefits. State, Local and Tribal Sub-recipients shall comply with 2 C.F.R. Part §225, Appendix A, Paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

OO. Debarment and Suspension. Sub-recipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

PP. Non-Supplanting Requirement. Sub-recipient shall not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources for programs that prohibit supplanting by law. Where federal statutes for a particular program prohibit supplanting, Sub-recipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

11. 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 calendar 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/national-incident-management-system.

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/ResourceMngmnt.shtm#item3.

12. 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.

13. Audit

A. 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).

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

14. Retention and Accessibility of Records

A. 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 C.F.R. 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.

B. 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.

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

D. 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.

15. Legal Authority

A. 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.

B. 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.

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

16. 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.

17. 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.

18. 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.

19. Changes and Amendments

A. 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 this Grant. Any alteration, addition, or deletion to this Grant by Sub-recipient is not valid.

B. 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).

C. 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.

D. 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.

20. 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.

21. Venue

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

22. 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.

23. 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.

24. 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 or deny 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.

25. 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.

26. Closing of this 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 GAN to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 calendar 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 5/19/15
Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

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 Grant.

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 this Grant 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 Grant. "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 Principles 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 Grant.

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 5/19/15
Signature of Authorized Official Date

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 Grant.

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 this Grant 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 this Grant.

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 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 statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(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 Grant.

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 5/19/15
Signature of Authorized Official Date

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 subcontracts, 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-recipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
2. Have not within a three-year period preceding this Grant 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;
4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
5. Where Sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification)

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

G. Sub-recipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq. – which requires Sub-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, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Sub-recipient will 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 is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

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 Grant.

J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

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 5/19/15
Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

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 Principles 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. 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 5/19/15

Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.dps.texas.gov

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MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

September 18, 2014

The Honorable Ramon Garcia
Judge, Hidalgo County
302 West University Dr.
Edinburg, Texas 78539

Dear Judge Garcia:

I am pleased to inform you that the 2014 Homeland Security Grant Program (HSGP) award to Texas includes an Operation Stonegarden Grant (OPSG) allocation for Hidalgo County in the amount of $4,674,438. This letter is being sent to you as the grant point-of-contact (POC) for Hidalgo County.

DHS prohibits the Texas Homeland Security State Administrative Agency (THSSAA) from awarding OPSG funds until a Concept of Operations (CONOPS) plan and Tactical Operations Order with an imbedded budget has been reviewed, and DHS has issued an official approval notice for Hidalgo County.

Hidalgo County should 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 your Border Patrol Sector Representative (CBP) and the THSSAA by **October 31, 2014**. It is important that the required operational documents be submitted to CBP and THSSAA by this deadline. A timely submission will facilitate the 2014 OPSG review process and, upon approval, will allow your jurisdiction access to this funding for the support of your ongoing border security efforts.

If you have any questions regarding the FY 2014 OPSG grant program, please refer to the FY 2014 HSGP Funding Opportunity Announcement (FOA) or contact Arturo O. Mendez at 512-377-0022 (arturo.mendez@dps.texas.gov) or Pete H. Lara at 512-377-0025 (pete.lara@dps.texas.gov).

Sincerely,

Garry Jones

Garry Jones
Deputy Assistant Director
Texas Homeland Security State Administrative Agency

GJ:aom

EXHIBIT "B"

Summary of Grant Allocations by Phases

SUMMARY OF GRANT ALLOCATIONS BY PHASES
2014 OPERATION STONEGARDEN
GRANT #EMW-2014-SS-00029

Phase 1:	$3,106,844.73
Phase 2:	$1,567,593.27
Total:	**$4,674,438.00**

EXHIBIT "C"

Eligibility Certification Form

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

*** [illegible] submission** is a correction. ▼

Please provide the reference number for the form you are correcting:

*** Type of Organization**
County ▼

*** Region** See Map
21 - Lower Rio Grande Valley Development Council - LRGVDC ▼

*** County**
Hidalgo County ▼

*** Name of Jurisdiction/ Organization:**
Hidalgo County

Please follow these formatting examples for jurisdictions

Counties:
Tejas County

City / Town / Village: (Name First)
Mockingbird, City of
Travis, Village of
Harris, Town of

COG / Region:
Big Texas Council of Governments

*** Zip Code (Principle Administration Location)**
78539

*** DUNS Number:**
103110834

Every Sub-recipient must have a DUNS number and active registration in SAM prior to submitting an application for Federal funding. Sub-recipients may verify if they have a DUNS number and/or may obtain a DUNS number via http://fedgov.dnb.com/webform/index.jsp or by calling (866) 705-5711. To ensure your SAM registration will be active at the time of award, please review and update your registration if needed (www.sam.gov). Sub-recipients are required to keep their SAM registration current, accurate, and complete throughout the grant performance period (2 CFR 25). Additional information regarding this item can be found in the Instructions Document under Item V.

* Indicates Response Required

Save Partial Work Next >>

ACTIVE

sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Progress: 11% Complete

This question is about **you**, the person submitting the information at this moment, through this web page.

*** Please describe your role for the Subgrantee.**

I'm the Authorized/Elected Official or Chief Financial Officer ◉ I'm someone else

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 22% Complete

Authorized Official

As part of verification, a ***correct*** email address for the Authorized official is required. Upon successful submission, a confirmation email will be sent to the Authorized official, who ***MUST APPROVE*** this eligibility form submission.

This replaces the signature page from past eligibiliity processes.

EMCs, EMS, Fire, Police, and Sheriff personnel **ARE NOT Authorized Official**. Only **Chief elected official**, **chief executive** and/or **chief financial officers** may be listed.

*** Authorized Official Title**

Judge ▼

*** Authorized Official First Name**

Ramon

*** Authorized Official Last Name**

Garcia

*** Authorized Official Email Address**

ramon.garcia@co.hidalgo.tx.us

*** Phone Number**

956-318-2600

*** Re-Confirm Email**

ramon.garcia@co.hidalgo.tx.us

NOTE: It's important to provide valid contact information for the authorized official. If you are a designee for the Authorized Official, you must indicate this in the next screen. You can then provide contact details to ensure the SAA can communicate with you if follow-up is necessary. Authorized Officials may also elect to provide information for their designee.

* Indicates Response Required

<< Previous Save Partial Work Next >>

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 33% Complete

Submitter / Point-of-Contact Information:

Upon [illegible]ion of this fo[illegible]a confirmation copy will be forwarded to the authorized official and regio[illegible]. The SAA [illegible] contact the submitter first if there are any follow-up questions.

*** What best d[illegible]ines th[illegible]Submit[illegible]/ Point-of-Contact role?**

Police/Fire/EMS Staff[illegible]

[redacted]

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 44% Complete

I. National Incident Management System (NIMS)

*** NIMS**

Please certify to one of the NIMS statements below.

A) My jurisdiction has adopted and implemented NIMS and is compliant with all NIMS objectives (FY2005-FY2009). Reference: NIMS Implementation Chart

B) My jurisdiction has adopted and implemented NIMS, BUT is not fully compliant with all NIMS implementation objectives.

- a) Is Compliant
- b) Is Not Fully Compliant

Please review the FY 2014 Texas NIMS Implementation Reporting Tool information page for additional guidance on this requirement.

If you have not submitted a 2014 NIMS report, you must complete this step to be eligible.

If you have additional questions, please contact your PPG.

II. EMERGENCY MANAGEMENT PLANS (INTERMEDIATE LEVEL)

*** Emergency Management Plans: Please certify to one of the following statements.**

A. My jurisdiction has its own emergency management plan that *currently* meets the state preparedness standards at the Intermediate Level on file with the Texas Division of Emergency Management (TDEM).

B. My jurisdiction is a legally established member of an inter-jurisdictional emergency management program that has a plan that *currently* meets the state preparedness standards at the Intermediate Level on file with TDEM.

C. 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. *

- (●) a) Has Plan That Meets Requirements
- ( ) b) Member of Plan That Meets Requirements
- ( ) c) Not Required

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 56% Complete

II. OMB CIRCULAR A-133 SINGLE AUDIT

*** A-133 Reporting: My jurisdiction's/organization's fiscal year (FY) end for 2014 was (choose one):**

a) August 31, 2014 (Reporting Package is due 30 days after completion or May 31, 2014, whichever is sooner)

b) September 30, 2014 (Reporting Package is due 30 days after completion or June 30, 2014, whichever is sooner)

c) December 31, 2014 (Reporting Package is due 30 days after completion or September 30, 2014, whichever is sooner)

d) Other

- ○ a) August 31, 2014
- ○ b) September 30, 2014
- ◉ c) December 31, 2014
- ○ d) Other

A-133 AUDIT SATEMENT

*** A-133: Please certify to one of the A-133 Audit Statement below:**

a) I certify my jurisdiction/organization did not expend over $500,000 in Federal or State funding during FY2014 so no A-133 audit was necessary or obtained.

b) I certify my jurisdiction/organization expended over $500,000 in Federal or State funding in FY 2013 and that the required reporting package has been/will be provided 1) to the Texas Department of Public Safety (TXDPS) and 2) to the Federal Clearinghouse.

- ○ a) Did not expend over $500,000
- ◉ b) Did expend over $500,000

IV. TEXAS REGIONAL RESPONSE NETWORK (TRRN)

*** Texas TRRN: (Reference: TRRN Site)**

My jurisdiction/organization is registered with the Texas Regional Response Network (TRRN) and;

a) My jurisdiction has entered all deployable equipment with a cost of $5,000 or more purchased with Homeland Security Grant funds into the TRRN.

b) My jurisdiction does not have any deployable equipment with a cost of $5,000 or more purchased with Homeland Security Grant funds.

(•) a) Has entered all deployable equipment

( ) b) Does not have any deployable equipment

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 67% Complete

V. FFATA, DUNS, and CCR

FFATA Certification

Certification of Recipient Highly Compensated Officers – the Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (THSSAA) to report the name and total compensation of each of the five most highly compensated officers (a.k.a. position of each subrecipient organization for the most recently completed fiscal years preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below:

*** In the subrecipient's preceding completed fiscal year, did the subrecipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?**

○ Yes ◉ No

*** Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?**

◉ Yes ○ No

*** DUNS, & CCR: I certify my jurisdiction/organization has entered all required information, into the System for Award Management (SAM) and has an active registration status with no "Active Exclusion Records". Reference: SAM.gov**

◉ Yes

○ I cannot certify to this statement

VI. CRIMINAL HISTORY DISPOSITION REPORTING

(If Applicable)

*** CRIMINAL HISTORY DISPOSITION REPORTING:**

Current Report listed: 2015 HSGP Security Grant Information Page

For grant year 2015 federal funds, the criminal history reporting eligibility requirement will be applied to all SHSP sub-recipients. Only entities within a county that have met the 90% completeness rates by August 1, 2015 will be eligible for these THSSAA awards issued on or after September 1, 2015. This section DOES NOT APPLY to NSGP, OPSG, or UASI applicants.

Please select to certify to one of the criminal history disposition reporting statements:

a) My County has documented a 90% average disposition completeness rate for adult arrests and a 90% average disposition completeness rate for juvenile arrests under calendar years 2009-2013 as required by Chapter 60, Texas Code of Criminal Procedure.

b) My County does NOT currently have a documented 90% average disposition completeness rate for adult arrests and a 90% average disposition completeness rate for juvenile arrests under calendar years 2009-2013, but county intends to attain the required averages by August 1, 2015. I understand that sub-recipients within the County will not be Eligible for 2015 SHSP funds if the required averages are not achieved by the August 1, 2015 deadline.

- (●) a) 90% or above
- ( ) b) Below 90%, intends to attain by 8/1/201
- ( ) c) COG Region
- ( ) d) Tribal Nation

* Indicates Response Required

<< Previous Save Partial Work Next

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 78% Complete

PRINT FOR YOUR OWN RECORDS

Submission Reference: **3448188**

Name of Jurisdiction/ Organization: **Hidalgo County**
DUNS Number: **103110634**
Type of Organization: **County**

Region: **21 - Lower Rio Grande Valley Development Council - LRGVDC**

Authorized Official Name: **Ramon Garcia** Title: **Judge**

****

I. National Incident Management System (NIMS)
a) Is Compliant

II. Emergency Management Plans:
a) Has Plan That Meets Requirements

III. OMB Circular A-133 Single Audit Certification
b) Did expend over $500,000

IV. Texas Regional Response Network (TRRN):
a) Has entered all deployable equipment

V. DUNS, CCR & FFATA:
Yes

VI. Criminal History Disposition Reporting:
a) 90% or above

PRINT FOR YOUR OWN RECORDS

Print this page

<< Previous Save Partial Work Next >>

ACTIVE

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Progress: 89% Complete

Please submit to complete this eligibility submission form. You will receive confirmation email shortly.

An email will also be sent to the Authorized Official for review and approval of this submission. You will also receive an email that cofirms when submission has been approved.

Sample

☑ Please email the Authorized Official updates if available. The SAA will use [redacted]

☑ Please email the POC updates if available. The SAA will use [redacted]

<< Previous Save Partial Work Submit

ACTIVE

BACK TO DPS SAA Page

Texas Homeland Security

State Administrative Agency

Sample

Your submission for Hidalgo County has been sent.

Thank you!

The Authorized Official and POC (if indicated) should receive a confirmation email shortly, and a copy was automatically forwarded to your COG (if requested).

Please note that if all required documentation was not uploaded, it must be forwarded as soon as possible. The submission method indicated for this session was: **[pipe:34]**

If not uploaded please email to saa@dps.texas.gov; or fax to 512-206-3137.

Please provide this reference [redacted] in any correspondence relating to this submission. You may also submit a request for assistance if you have an issue.

Submit a new form

Richard Ozuna

From: form_engine@fs30.formsite.com on behalf of donotreply@dps.texas.gov [form_engine@fs30.formsite.com]

Sent: Tuesday, April 21, 2015 4:01 PM

To: [redacted]

Subject: 2015 Eligibility for: Hidalgo County - Received - [redacted]

Dear POC,

This email is confirmation that the Texas Homeland Security - State Administrative Agency is in receipt of **Hidalgo County** 2015 Eligibility Form.

If this form was submitted by someone other than the authorized official, a copy will be automatically forwarded to the authorized official (listed below). They will need to complete one final step to certify this submission.

Authorized Official: [redacted]

We strongly advise that you contact the authorized official to ensure they are aware of the importance of responding to this confirmation email. A link is listed in the message, and they must follow it to finish the eligibility submission process.

We are inlcuding an attached copy of the responses for your records. A copy will be automatically forwared to your region if it has been requested.

If you have any 2015 Eligibility Questions please submit a support request and we will follow up with you ASAP. Please reference form [redacted] in any correspondence to the SAA. Direct replies this email will not be received.

Regards,

THSSAA

Auto-Notification: Conf Email to POC

Reference #	[redacted]
This submission *	is a correction.
Please provide the reference number for the form you are correcting:	[redacted]
Type *	County
Region See Map *	21 - Lower Rio Grande Valley

Sample

	Development Council - LRGVDC
County *	Hidalgo County
Subgrantee *	Hidalgo County
Zip Code (Principle Administration Location) *	78539
DUNS Number: *	103110834
Please describe your role for the Subgrantee. *	I'm someone else
Authorized Official Title *	Judge
Authorized Official First Name *	[redacted]
Authorized Official Last Name *	
Authorized Official Email Address	
Phone Number *	956-318-2600
What best defines the Subgrantee / Point of Contact role? *	Police/Fire/EMS Staff
First Name *	[redacted]
Last Name *	
Title *	
Organization: *	Hidalgo County Sheriff's Office
POC Email Address *	[redacted]
Phone Number *	956-936-02[redacted]
NIMS Cert *	a) Is Compliant
EM Plans Cert *	a) Has Plan that Meets Requirements
A-133 Reporting Date *	c) December 31, [redacted]
A-133 Cert *	b) Did expend over $500,000
TRRN Cert *	a) Has entered all deployable equipment
In the subrecipient's preceding completed fiscal year, did the subrecipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and	No

Sample

subcontracts), loans, grants (and subgrants) and cooperative agreements? *	
Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986? *	Yes
DUNS-CCR-FF[illegible]A [illegible] *	Yes
Criminal Hist [illegible]t *	a) 90% or above

Sample

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 2014
MERCEDES POLICE DEPARTMENT

	ORIGINAL BUDGET		**1ST**	**2ND**
Overtime	58,348.07		29,174.04	29,174.03
Fringe Benefits	18,385.48		9,192.74	9,192.74
Vehicle Maintenance				
Equipment Maintenance				
Equipment				
One (1) Fully equipped police vehicle				
(Fully Equipped)	55,000.00		55,000.00	
Two (2) Personal Body Camera @ 449.00 ea.	898.00		898.00	
One (1) Dual band radio	6,199.78		6,199.78	
Whelen Light bar	2,657.85		2,657.85	
Siren speaker	*187.95*		187.95	
Siren Box and controller	889.20		889.20	
Fuel Cost				
Mileage	7,433.67		3,716.84	3,716.83
Other				
Travel				
TOTALS	**150,000.00**		**107,916.40**	**42,083.60**
FRINGE BENEFITS BREAKDOWN:				
FICA - 7.65%	4,463.63		2,231.82	2,231.81
Retirement - 18.58%	10,841.07		5,420.54	5,420.53
Unemployment Comp. - 0%	-		-	-
Workers' Comp. - 5.28%	3,080.78		1,540.39	1,540.39
TOTAL FRINGE BENEFITS	**18,385.48**		**9,192.75**	**9,192.73**

EXHIBIT “F”

Agency Cost Reimbursement Request Form and SAA Bulletins

HIDALGO COUNTY
Operation Stonegarden FY 14
Agency Cost Reimbursement Request
TAB A - Signature Page

Applicant name:	
Project Title:	**2014 Operation Stonegarden**
Type of Reimbursement	
Date Submitted	
Reimbursement Period Start date:	
Reimbursement Period End date:	
Grant Year	**2014**

Point of Contact:

Name	
Title	
Organization	
Email	
Telephone	
Fax	

Certification Authority:

Name	
Title	
Organization	
Email	
Telephone	
Fax	

Certification AuthoritySignature

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.

YOUR CITY NAME HERE
2014 OPERATION STONEGARDEN
OPSG 2014 Reimbursement Form (Individual)

GRANT #: EMW-2014-SS-00029

EMPLOYEE'S NAME	TITLE	HOURLY RATE

EMPLOYEE'S I.D. NUMBER

DATE	DESCRIPTION OF ASSIGNMENT	HOURS WORKED

(A) TOTAL HOURS WORKED	
(B) OVERTIME RATE	
(A*B) TOTAL COMPENSATION	
FICA	
RETIREMENT	
WORKER'S COMP	
UNEMPLOYMENT	
TOTAL REIMBURSABLE COSTS	

This is true and correct and to the best of my knowledge

EMPLOYEE (Print Name)	EMPLOYEE SIGNATURE

SUPERVISOR	CHIEF ADMINISTRATOR

5/21/2015 11:14 AM

Cost Reimbursement
Request Instructions

1) The participating Police Department shall submit a Cost Reimbursement Request due on or before the 15th 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) Summit 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). 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 January 30, 2016.

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.dps.texas.gov

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SAA Information Bulletin
No. 12-003
June 29, 2012
(REVISED) August 2, 2013

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: Machelle Pharr
Deputy Assistant Director

Subject: Federal Debarment and the Excluded Parties List System

Effective Date: August 2, 2013

Purpose

In an effort to provide assurance to the Federal Government that the State of Texas and its sub-recipients comply with Federal Executive Order12549, 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 https://www.SAM.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 Subrecipents 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 (https://www.SAM.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, 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 ELPS system prior to procuring or entering into contract(s) for any goods/services.

Each jurisdiction is required to include the EPLS verification with reimbursement or advance requests submitted after August 26, 2013 as part of the supporting documentation.

Example Policy:

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

Procedures for Documentation

Each subrecipient must be able to provide evidence that the debarment status of vendors has been verified before funds have been committed for a purchase or contract to the vendor. For purposes of HSGP reimbursements and advances a screen print of the SAM.Gov page indicating the vendor is not debarred provides that evidence.

Example Procedures:

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

1. Go to the EPLS Website (https://www.SAM.Gov).
2. The County/City Purchaser or their agent will search the EPLS system for the vendor.
3. If the vendor is found to be debarred, the vendor may not be used for procurements utilizing Homeland Security Grant Funds.
4. If the vendor is found not be debarred, print the screen page and retain with the procurement documentation.
5. A copy of the screen print indicating the vendor is not debarred, at the time of the procurement, must be included with the supporting documentation submitted to the Texas Homeland Security State Administrative Agency requesting reimbursement or advance.

SAA Monitoring

During monitoring and reviews, subrecipients must be able to provide proof of a written policy requiring verification of debarment status. Records of vendors verified 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.

*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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MANNY FLORES JR.

SAA Information Bulletin
12-004
May 24, 2012
Revised
April 8, 2014

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

From: Machelle Pharr
Deputy Assistant Director

Subject: Tagging and Inventory Requirements for Homeland Security Funded Equipment

Purpose: This information bulletin replaces GDEM-SAA Information Bulletin (IB) No. 2, dated August 10, 2006. This IB takes effect as of the revised date listed above. 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 - personal property costing $5,000.00 or greater per-unit and having an estimated useful life of greater than one year.

Controlled Asset - 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	Authority
• Stereo Systems	(UGMS, SPA)
• Cameras including Still, Digital, and Video	(UGMS, SPA, THSSAA)
• Facsimile Machines	(UGMS)
• TVs, VCRs, DVRs, and DVD Players	(UGMS, SPA)
• Cellular and Portable Telephones	(UGMS, THSSAA)
• Desktop CPU – Apple and non Apple	(SPA, THSSAA)
• Portable CPU – Apple and non Apple-including Tablet Devices	(SPA, THSSAA)
• Printer – Portable and non portable	(SPA,THSSAA)
• Data Projectors	(THSSAA)
• GPS Devices	(THSSAA)
• Communications Equipment	(THSSAA)
• Hand Held and Vehicle Mounted Radios	(THSSAA)

- Hand Held Imaging Units (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). All sub-recipients must comply with the following Equipment Management guidance:

Equipment Inventory Requirements

Asset records must be maintained and a physical inventory and reconciliation of Homeland Security grant funded assets must be accomplished at a minimum of once every two years as required by grant guidance. THSSAA requires sub recipients to track and record all required grant-funded Capital Assets and Controlled Assets in an inventory system. All assets acquired by the jurisdiction including capital and controlled (regardless of age) are to remain on the jurisdiction's inventory until final disposition has occurred.

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: "Bear 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 maker 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)

Annual Inventory Control Requirement

All sub recipients that have Homeland Security assets that have not been disposed of and carried on their inventory system, are required to complete an annual inventory control certification form. The form provides for certification that the jurisdiction has completed a full physical inventory and reconciliation of Homeland Security assets within the past two years. The form must be submitted and received at the THSSAA by **June 30th** each year. You must initial all four components and complete the fifth component to be fully compliant.

Jurisdictions who fail to submit the form by the due date are deemed non-compliant and subject to suspension as outlined in 44 CFR § 13.43(a) (1)-(4) and will result in holding of reimbursements until the certification form is received.

The inventory certification form is located at:
http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm

Forms can be submitted either by fax to: 512-206-3137 or e-mail to: saamonitoring@dps.texas.gov.

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

ANNUAL INVENTORY CONTROL REQUIREMENT

Name of Jurisdiction:	Date:

INSTRUCTIONS: Please initial on the left to certify each of the following statements. All four sections must be certified to be fully compliant. Please return completed document by June 30 to THSSAA monitoring at:
Fax-512-206-3137 or email SAAmonitoring@dps.texas.gov

I. Controlled and Capital Assets Acknowledgement

Initial here to certify: _____	My jurisdiction has listed all required homeland security grant funded assets on our local inventory in accordance with THSSAA information Bulletin No. 12-004. http://www.txdps.state.tx.us/director_staff/saa/documents/saa12-004.pdf

II. Tagging of Grant Funded Assets

Initial here to certify: _____	My jurisdiction has tagged all Homeland Security grant funded assets in accordance with THSSAA Information Bulletin No. 12-004 including the name of the jurisdiction and a unique identifying number.

III. Equipment Inventory Requirements

Initial here to certify: _____	My jurisdiction maintains a physical inventory of Homeland Security grant funded assets and captures the following information for all equipment in accordance with THSSAA Information Bulletin 12-004. A. Description of the asset B. Serial number or other identification number C. Source of the asset D. Who holds the title E. Acquisition date F. Cost of the asset G. Percentage of federal participation in the cost of the asset H. Location I. Use J. Condition of the Asset K. Any ultimate disposition data including the date of disposal and sale price L. Control or Inventory Number (*Reference: A-133 Compliance supplemental, 44 CFR 13.32, UGMS*)

IV. PHYSICAL INVENTORY RECONCILIATION

Initial here to certify: _____	My jurisdiction has completed a full physical inventory and reconciliation of assets within the last 24 months in accordance with regulations. Our last physical inventory was conducted: _____

V. AUTHORIZED SIGNATURE(S)

Print Name of Jurisdiction/Organization	
Printed Name of Chief Elected Official, Chief Executive Officer, Or Chief Financial Officer	
Title (Judge, Mayor, ED, City Manager, CFO)	
Signature	
Date	

This form is located at: http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm

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SAA Information Bulletin
No. 11-005
June 2, 2011
REVISED August 2, 2013

To: All Councils of Government
All Texas State Homeland Security Grant Program Points of Contact
All Urban Area Security Initiative (UASI) Points of Contact

From: Machelle Pharr
Deputy Assistant Director

Subject: Supporting Documentation for Grant Expenditure Reimbursement Request

Effective Date: August 2, 2013

This information bulletin provides guidance as to what is considered acceptable documentation in support of expenditures for which reimbursement is requested. This revision supersedes revised SAA Information Bulletin 11-005 issued July 31, 2012. This Information Bulletin encompasses necessary supporting documentation to be submitted by sub-recipients of Homeland Security grant funds seeking reimbursement from the Texas Homeland Security State Administrative Agency (THSSAA) for grant-related expenditures.

All expenditure requests must have THSSAA approval prior to purchase. Requests for reimbursement should be submitted to the THSSAA at the earliest possible opportunity. This will allow for the THSSAA to draw down funds in a timely manner. All minimum supporting documentation requirements must be met when submitting expenses to the THSSAA for reimbursement. Omitting the proper supporting documentation will result in delay and possible denial of the reimbursement request. See the attached matrix for a list of documentation requirements.

Three Way Match: Generally Accepted Accounting Principles require that expenditures be properly supported. When assembling documents for payment of goods and services, the three way match rule should be followed. The three-way match requires an invoice, a purchase order and either a packing slip or a receiving report.

Three Way Match refers to the comparison of the quantities, price per unit, terms, etc. appearing on the vendor's invoice to the information on the purchase order, and to the quantities actually received.

> Chapter II, ATTACHMENT A, Section C paragraph 1.j.of the Uniform Grant Management Standards (UGMS) states: "Be adequately documented. Documentation required may include, but is not limited to, travel records, time sheets, invoices, contracts, mileage records, billing records, telephone bills and other documentation that verifies the expenditure amount and appropriateness to the grant."

To eliminate errors, the purchase order and packing slip (if provided by shipper) should be stamped as received, with the initials of the individual verifying the quantities received. If a receiving report is used, it should reference the Purchase Order number. The invoice should be matched to the packing slip and purchase order to ensure the quantities ordered were received and invoiced at the agreed upon price. The invoice should be notated to indicate it was paid, the date paid, and with a reference to a check number, Automated Clearing House (ACH) routing number, or other means of payment used.

Purchase Orders: The THSSAA recognizes there may be limitations in the procurement processes followed by some entities. If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official or individual who signed the grant award documents stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity.

Once this certification is received at the THSSAA, the entity must have a person sign and date invoices and indicate the item(s) were received. This is in place of matching the item(s) from the packing slip to a purchase order and invoice. When the reimbursement request is submitted to the THSSAA, a comment should be made in the Notes section of SPARs that this entity does not issue purchase orders and certification is on file with the THSSAA.

If the entity later begins issuing purchase orders or purchase agreements, they should notify the THSSAA and provide a copy of the local policies and procedures.

When contracts are being used in lieu of a Purchase Order, ensure the procurement process is accomplished in accordance with the Uniform Grant Management Standards Part III Subpart C.___.36; 44 CFR Ch 1 § 13.33 and § 13.36; and, any jurisdictional procurement policies.

Sub-grantees are also referred to THSSAA Information Bulletin No. 11 dated March 3, 2009 regarding Sole Source procurement requirements.

The three way match will work for purchases of most goods and services. However, contracts that include deliverables should be supported by certification the deliverable received complied with the contract specifications.

To ensure compliance with the Executive Order 12549 "Debarment and Suspension", any request for reimbursement or hardship advance must be supported by proof the vendor or contractor is not listed on the Excluded Parties List System (EPLS) prior to making the purchase or entering into a contract. To confirm the vendor is not on the list, the sub-recipient must print a copy of the search

results from the EPLS (https://www.SAM.gov/) and retain the results. The verification must be provided to the THSSAA as part of the supporting documentation when requesting reimbursement or an advance effective with any request submitted after August 23, 2013. This requirement is applicable to all procurements or contracts for goods or services related to Homeland Security Grants. See also SAA Information Bulletin 12-003.

Grant Matching Requirements. For grants that require proof of match, supporting documentation should contain sufficient detail to ensure Grant Coordinators can be assured the expenditure meets the match requirements. Grant guidance should be followed in determining allowability. If any questions arise, they should be directed to your Grant Coordinator.

Travel: Travel should be in accordance with the local travel policies of the employee's jurisdiction. If the jurisdiction does not have a written policy, then the Federal guidelines presented on the GSA website must be followed.[1]

In addition to the above, Travel expenditures require other special considerations and documentation.
Travel expenses must be supported by sufficient information to determine:

1. the travel was approved before commencement;
2. expenses incurred are allowable;
3. expenses above the generally allowed amounts were approved prior to commencing travel; and,
4. how the travel supports the grant.

For out-of-state travel, specific written approval is required from the Chief Elected Official/Chief Executive Officer or their properly designated representative. The information required of in-state travel is also required for out-of-state travel.

International travel requires specific written approval from the THSSAA and the Department of Homeland Security Program Directorate. Travel requests for international travel should be submitted in letter format with sufficient justification to ensure the necessity is clearly understood.

In all cases, any request for travel must be approved prior to commencement of the travel. Failure to obtain this approval may result in denial of the reimbursement.

Payroll Reimbursement: Reimbursement of payroll cost for backfill or overtime must be supported by timesheets and proof of payment to the employee. Copies of the payroll journal certified by the Payroll Officer or Chief Financial Officer may be submitted as proof of payment for payroll cost.

The attached table provides minimum supporting documentation requirements acceptable for submission to THSSAA for reimbursement.

In addition, jurisdictions receiving Operation Stonegarden funds are referred to SAA Information Bulletin 12-005 for additional information and guidance.

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[1] Go to the following link for general rules for Per Diem expenses:
http://www.gsa.gov/portal/ext/public/site/FTR/file/Chapter301p011.html/category/21868/#wp1089939

If you have any questions regarding this guidance, please contact the THSSAA Grant Technician for your region.

Category	Acceptable Supporting Documentation and Other Key Documentation Reminders
General	• Submissions for reimbursement should be limited to ten (10) line items or less per reimbursement request submission. • Do not mix projects on a submission. • Do not combine and resubmit denied submissions. • Do not submit multiple reimbursement requests for the same invoice, unless they are for -different projects. • Omitting the proper supporting documentation will result in denial of the reimbursement request. • **If the Sub-grantee enters into an agreement with others using Federal Grant Funds, the Sub-grantee must ensure the other parties understand they are bound by the same documentation rules as the Sub-grantee.** • For all goods and services a receiving report or signature of the individual receiving the goods or services and date received must be reflected on the Purchase Order or invoice. For Procurement Card purchases Purchase Orders are not required to be submitted if Purchase Orders are not required by local rule for that type of purchase. • If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official or individual who signed the grant award documents stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity. Not using purchase orders or purchase agreements does not relieve the entity from ensuring vendors used are not on the Excluded Parties List (EPLS). • **Evidence of verification the vendor used was not on the debarred list must be obtained by printing the Excluded Parties List (EPLS) search results from https://www.SAM.gov prior to making the purchase or issuing a contract. The results must be submitted as part of the supporting documentation when requesting reimbursement or an advance for goods or services. This requirement applies to all reimbursement or advance request submitted to the Texas Homeland Security State Administrative Agency (THSSAA).** • Please submit your signed submission cover sheet and the supporting documentation by either scanning all documents into SPARS or by emailing the coversheet and supporting documentation to SAA_RR@txdps.state.tx.us or fax to 512. 206-3137. (Please note there is an underscore between SAA and RR.) If you only submit the Signed Submission Coversheet by email or fax, indicate on the coversheet that the supporting documentation was uploaded in SPARS • If you do not have scanning capabilities, you may fax your Signed Submission Cover sheet with the supporting documentation to (512) 206-3137 to the attention of your Grant Technician. • * Options other than the cancelled check: You may submit a copy of the non-negotiable bank instrument in lieu of a cancelled check, but it must be accompanied by the detailed general ledger or equivalent report showing payment to the vendor.
Salary	• Copy of the payroll journal for the period reimbursement is being requested, listing the individual's name, and rate of pay. The page should also be certified by the Payroll Officer. (Redact SSN) • For overtime, copies of timesheets and work schedules must be provided. • For new hires, a copy of the job description must be submitted with the first request for reimbursement that includes the new hire.
Travel	• As prescribed by UGMS and 44, CFR local travel rules apply if established. If not, the Federal guidelines shown on the GSA website apply. • Written travel authorization documenting approval by the local entity prior to commencement of the travel • Travel voucher with all supporting documents required by local travel rules (i.e., airline ticket, gasoline receipts, meal receipts, transportation receipts, lodging receipts, tips, and the written approval.) • Accounting ledger/budget report listing indicating payment. • Effective for travel commenced after July 20, 2012, lodging cost in excess of Federal Per-diem rates will not be reimbursed unless the local authority has approved the higher rate prior to commencement of travel. • All out-of-state travel must be pre-approved by the local elected official, or the elected officials' designee, prior to commencement. Foreign travel must be approved by SAA and DHS prior to commencement.
Supplies	• Three way match (invoice, purchase order, receiving report).The invoice should be stamped paid and reference to, either a check number, ach routing number, or the means of payment used, and date. • Copy of the cancelled check.* • If the three way match information is not available the following should be provided: - Accounting ledger/budget report/cancelled check - Invoice marked paid and signed by the receiving individual and that all items were received. - A copy of the credit card statement reflecting the purchase and the cancelled check paying the balance. * • If an order is made via the internet and payment is made by credit card, provide a copy of the internet receipt and the confirmation email.
Equipment	Must be preapproved by SAA prior to purchase.

	• The purchase order or contract used for procurement of equipment must provide a full description of the equipment item(s) • Any Interoperable equipment such as radio/repeaters/based stations/consolettes/towers must include the approval of the State Wide Interoperable Communications Officer (SWIC) • Ensure compliance with the Federal Environmental Planning and Historical Preservation (EHP) program before procurement. • The EPH forms can be downloaded from the FEMA website at: http://www.fema.gov.government/grant/bulletins/index/shtm
Contract Services	• The first reimbursement request must contain a copy of the signed contract and the verification of debarment. ♦ If subsequent contract amendments change the scope and/or the amount, the revised signed contract must be submitted for the first reimbursement request subsequent to the amended contract. • Copy of the cancelled check and the vendor invoice reflecting the contract number.* • If deliverables are required by the contract, the reimbursement request must identify the deliverable and the vendor invoice must specifically reflect the deliverable being invoiced. • Accounting ledger/budget report listing/cancelled check • All payments for contractual services must reflect a date within the grant performance period. If the invoice reflects services outside the performance period, reimbursement will be denied.
Conferences/ Workshops/ Training	• Copy of the registration form and training certificate Name of the conference or workkshop • Inclusive dates of the training/conference workshop • Location of the event • Name(s) of the attendee(s) • For payments made by credit card, a credit card statement reflecting the charge and a copy of the cancelled check or EFT reflecting the payment of the credit card statement.* • Backfill charges must have: -the name of the individual used as a backfill -a breakdown of the amount and how it was derived -documentation supporting this information • If training reservation is made via the internet and payment is made by credit card, provide a copy of the internet receipt and the confirmation email. The purchase order should also be provided.
Exercises	• Name, type of exercise and location • Certificate from exercise, if offered. If a certificate is not offered, a copy of the order to participate in the exercise • Accounting ledger/budget report with attendee's name

Operating Expenses	• Postage, printing, communications, rental software, etc. Use the Cost Reimbursement Form (CRF) and supporting documentation identifying each charge for which reimbursement is being requested. For salaries, copies of the timesheets and proof of payment must be submitted. All other costs must be supported with the same documentation identified in the supplies and equipment areas above. Direct charges for phones, office supplies, equipment, etc., that are easily identified and relating to the operation of the COG must be supported by invoices, proof of receipt, and proof of payment. Indirect cost, where the costs are allocated based on approved indirect cost plan should be supported by a copy of the General Ledger.
	• If requesting reimbursement for indirect cost, provide a copy of the approved Indirect Cost Plan. Only one copy of the plan is needed unless the basis of the costs changes. Afterwards, provide a copy of each year's approval letter with the rates.
For jurisdictions receiving Operation Stonegarden Funds, please refer also to THSSAA Information Bulletin 12-005	

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SAA Information Bulletin
No. 12-007
July 31, 2012

To: All Sub-recipients of Operation Stonegarden Grant Program Funds
From: Machelle Pharr, Deputy Assistant Director

Subject: Operation Stonegarden Grant Program

This information bulletin provides additional guidance in support of expenditures for which reimbursement is being requested under the Operation Stonegarden Grant Program. The content of this bulletin is effective July 31, 2012. This Information Bulletin supersedes TDEM-SAA Information Bulletin #15 issued January 11, 2010.

The Texas Homeland Security State Administrative Agency (THSSAA) is responsible for ensuring all expenditures, for which reimbursement is being requested, are reasonable, allowable and allocable. The THSSAA is guided by Office of Management and Budget (OMB) Circular A-87 in making this determination.

Chapter II, ATTACHMENT A, Section C paragraph 1.j of the Texas Uniform Grant Management Standards (UGMS) requires expenditures to be adequately documented. The reference states: "Documentation required may include, but is not limited to, travel records, time sheets, invoices, contracts, mileage records, billing records, telephone bills and other documentation that verifies the expenditure amount and appropriateness to the grant."

Operation Stonegarden Grant recipients are prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved by the appropriate U.S. Customs and Border Patrol (USCBP) Sector Representative, U.S. Customs and Border Patrol (CBP) Sector Headquarters (HQ), and the Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Grant Development and Administration Division (GD&A) Program Analyst.

In addition, Operation Stonegarden Grant Recipients must have submitted the expenditure request into SPARs and obtained THSSAA approval prior to purchase or incurring an expense.

Sub-grantees are reminded that Operation Orders do not carry forward to a new grant. Each Operations Order is specific to the award and award year of the grant.

The U. S. Department of Homeland Security states that Operation Stonegarden funds may be used:

- to activate reserve State, local and Tribal law enforcement personnel
- to pay current part time law enforcement personnel salary bringing them to full time status
- for travel, per-diem and lodging to support up to a six (6) month deployment of law enforcement personnel to critical Southwest Border locations to support operational activities
- for fuel and/or fuel mileage reimbursement cap for operational activities
- for backfill costs for personnel supporting operational activities are allowable
- to support a request to the Governor to activate, deploy or redeploy specialized National GuardUnits/Packages and/or elements of State law enforcement to increase or augment Specialized/technical law enforcement elements operational activities
- to increase operational, material and technological readiness of State, local and Tribal law enforcement agencies.

However, prior to expending any OPSG funds, these categories must be included on an operations order that has been reviewed and approved by the appropriate USCBP Sector Representative, CBP Sector Headquarters (HQ), and the FEMA/GPD&A Program Analyst.

Sub-recipients are reminded that under FEMA grant guidance, no more than 50% of the amount of the award may be used for personnel costs (which includes, but is not limited to: overtime, backfill, and increasing capability by utilizing part-time and/or reserve law enforcement to support OPSG operational activities). This requirement may be waived at the discretion of the FEMA Administrator on a case by case basis, after receipt of a written request. The format for a waiver request can be found in Grant Programs Directorate Information Bulletin No. 321, dated July 09, 2009.

Payroll cost related to Operation Stonegarden funding is limited to operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for increased border security enhancement; cost of bringing part-time employees up to full time; or, cost associated with backfill for personnel supporting operational activities. Overtime hours are determined based on the local jurisdictions written overtime policy. That policy must be applied consistently across all funding sources whether they are Federal, State or local. If the jurisdiction indicates they are using the Fair Labor Standards Act (FLSA) or Department of Labor rules for their overtime policy, those rules will be applied to the overtime hours reported in the reimbursement request. For overtime calculated under the FLSA, paid leave is not allowable in the calculation of overtime, including comp time. For sub-recipients that have an Interlocal Cooperative Agreement, a Memorandum of Understanding or any other form of contract with other jurisdictions, the overtime policies of the sub-recipient receiving the award from the THSSAA is the controlling factor in determining calculation of overtime. The jurisdictions entering into the interposal agreement will be reimbursed based on the awarded sub-recipients overtime policy.

Request for reimbursement of payroll cost must be supported by timesheets, and proof of payment to the employee. **Request for reimbursement of overtime, backfill or cost of bringing part-time employees up to full time, shall only be for positions specifically identified in the operations order.** Copies of the payroll journal certified by the Payroll Officer or Chief Financial Officer must be included for each payroll reimbursement request submitted. Payroll reimbursements should be submitted monthly based on the ending date of the payroll period. For consistency, we have provided a form for use in submitting payroll reimbursement requests. Use of this form and

submission of the proper supporting documentation will facilitate timely reimbursement. Submission of multiple months on the same request will result in the denial of the request. The request will be returned and a separate reimbursement request must be submitted for each month included on the original request.

Unless otherwise authorized by FEMA/DHS, jurisdictions may not claim both mileage and fuel/vehicle maintenance at the same time. Mileage reimbursement is designed to include the costs for vehicle maintenance. If fuel is claimed, then vehicle maintenance may also be claimed. However, you cannot claim fuel and maintenance in addition to mileage. Note that on any operations order, (1) mileage must be listed as a budget item by itself, but not fuel and vehicle maintenance OR (2) fuel and vehicle maintenance can be listed as budget items, but not mileage. The AEL codes for these categories, when submitting expenditure requests are as follows:

(21OS-01-MILE) Mileage reimbursement for select operational expenses
(21OS-01-FLSG) Fuel reimbursement for select operational expenses
(21OS-01-MRSG) Reimbursement for select operational expenses associated with maintenance of Stonegarden operational vehicles

Mileage reimbursements should be submitted monthly on the appropriate form. For consistency, we have attached a form to be used for mileage claims.

Local governments receiving a grant from the THSSAA are responsible for ensuring all subcontractors are aware of and follow all grant requirements.

For reimbursement of equipment, the equipment must be included in the budget narrative submitted to Customs and Border Patrol and Department of Homeland Security included on the approved Operations Order.

The THSSAA recognizes there may be limitations in the procurement processes used by some entities. If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official, or individual who signed the grant award documents, stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity.

Documentation submitted in support of the reimbursement request must be in accordance with THSSAA Information Bulletin 11-005 (Revised July 2012).

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SAA Information Bulletin
No. 15-001
November 5, 2014

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

From: Garry Jones
Deputy Assistant Director

Subject: Allowability and Clarification of Weapons and Weapons Accessories

Effective Date: November 5, 2014

Purpose: This information bulletin provides clarification as to what is considered allowable and unallowable in regards to weapons and weapons accessories for sub-recipients of Homeland Security Grant Program (HSGP) funds seeking reimbursement from the Texas Homeland Security State Administrative Agency (THSSAA).

Scope: This information bulletin applies to all entities submitting expenditures that are partially or entirely funded with Homeland Security Grant Program funds.

Guidance: "Per FEMA policy, the purchase of weapons and weapons accessories is not allowed with HSGP funds" *(e.g. see the 2014 Homeland Security Grant Program Funding Opportunity Announcement – Unallowable Costs (page 57)*. However, accessories that are commonly associated with them may be allowable. The following general guidelines are used to determine allowability:

1. Is the item designed to be a lethal or less lethal weapon?
2. Is the item designed to be attached to a lethal or less lethal weapon?
3. Is the item's primary use to enhance the lethality of a weapon?
4. How will the item be used?

Determination Examples:

1. The City of X would like to purchase night vision and subject designator devices for their SWAT Team. They request the following equipment:

    A. Weapon Mounted Night Vision Device
    B. Omega Night Vision Binoculars
    C. Weapon Mounted LED Mini Integrated Pointing Illumination Module

    Items A and C would be unallowable because they are designed to attach to a weapon and enhance the lethality. However, item B would be allowable because it does not attach to a weapon nor enhance the lethality of the weapon.

2. The City of Z would like to outfit their SWAT Team with new body armor and accessories. The pouches are planned to be purchased separately in order to customize the vests for their specific needs. They request the following:

    A. Armored Vest and Plate Carrier
    B. Level IV Hard Armor Plate
    C. Large Utility Pouch
    D. Medical Pouch MOLLE
    E. Radio Pouch
    F. Double Mag Pouch
    G. 2 Point Padded Sling

    Items F and G are unallowable. Item F because it holds the ammunition and therefore enhances the lethality of the weapon and item G is unallowable because it is designed to attach to a weapon and item. The other items are allowable.

Additional Allowability Examples and Restrictions:

1. If you are planning on using a device that can attach to a weapon in a detached mode only, it is still unallowable. An example would be if you are purchasing a spotting scope that attaches to a rifle but you are attaching it to a gun stock that has no trigger mechanism, it is still unallowable.
2. If you purchase a device (e.g. night vision) that can be attached to any rifle accessory (e.g. rifle scope) it would also be unallowable.
3. Some weapons related trainings are not allowable:
    a. Weapon specific training (e.g. sharp shooter/sniper training)
    b. Training where live rounds are being used will be reviewed on a case by case basis by the SAA for allowability. *(also see #7 below)*
    c. Training that is not FEMA approved.
    d. Basic law enforcement training (e.g. law enforcement academy training or other routine training for law enforcement officers)
4. Most weapons and weapon accessories are restricted and may only be purchased for a NIMS typed team. Refer to the Responders Knowledge Base (RKB) under the Allowable Equipment List (AEL) Codes for more information.
5. Some equipment may require additional prior approval by FEMA on a case by case basis (e.g. simunitions, specialized training devices, training, etc.).
6. **All expenditure requests must have THSSAA approval *prior to purchase*.**
7. ***No ammunition* will be purchased with HSGP funding for any reason.**

General Allowability Chart:
This chart is just a reference and not all inclusive. If there is an item not listed and/or you have questions about an Item, please call your Grant Coordinator for assistance.

Item Name	Allowable	Unallowable	Reason(s) 1. Weapons mountable 2. Enhances the lethality 3. Weapon/Less lethal Weapon
Armor Plate	X		
Armored Vest	X		
Batons		X	3
Binoculars	X		
Bi-pods and Tri-pods (Non Weapon Mounted)	X		
Bi-pods and Tri-pods (Weapon/Rail Mounted)		X	1
Energetic Materials (explosive materials)	The SAA will review on a case by case basic and will follow FEMA's Policy #FP 104-008-207-1 on Energetic Materials for bomb squad training only. (Policy Link)		

Item Name	Allowable	Unallowable	Reason(s) 1. Weapons mountable 2. Enhances the lethality 3. Weapon/Less lethal Weapon
Flashbangs/Grenades		X	3
Gun Racks		X	1,2
Guns		X	3
Holsters (Gun or Taser)		X	1,2
Laser Pointing Device (Non Weapon Mounted)	X		
Laser Pointing Device (Weapon/Rail Mounted)		X	1,2
Laser Range Finders (Non Weapon Mounted)	X		
Laser Range Finders (Weapon/Rail Mounted)		X	1,2
Long Range Acoustic Device (LRAD)	LRAD's will be reviewed on a case by case basis by the SAA. ***NOTE:*** *The SAA may require the sub-grantee to submit a certification indicating the device will not be used as a less lethal weapon.*		
Night Vision Binoculars	X		
Night Vision Device (Non Weapon Mounted)	X		
Night Vision Device (Weapon/Rail Mounted)		X	1,2
Night Vision Scopes (Non Weapon Mounted)	X		
Night Vision Scopes (Weapon/Rail Mounted)		X	1,2
Pintle Mounts		X	1,2
Plate Carrier	X		
Pointing Illumination Module - Flashlight (Non Weapon Mounted)	X		
Pointing Illumination Module - Flashlight (Weapon/Rail Mounted)		X	1,2
Pointing Laser Module (Non Weapon Mounted)	X		
Pointing Laser Module (Weapon/Rail Mounted)		X	1,2
Pouch - Radio	X		
Pouches - Flashlight	X		
Pouches - Mag		X	2
Pouches - Medical	X		
Pouches - Utility	X		
Slings (Non Weapon Mounted)	X		
Slings (Weapon Mounted)		X	1,2
Spotting Scopes (Non Weapon Mountable)	X		
Spotting Scopes (Weapon/Rail Mounted)		X	1,2
Tasers		X	3
Thermal Scopes (Non Weapon Mountable)	X		
Thermal Scopes (Weapon/Rail Mountable)		X	1,2
Thermal Vision Device (Non Weapon Mounted)	X		
Thermal Vision Device (Weapon/Rail Mounted)		X	1,2
Training - FBI Bomb squad (FEMA approved)	X		
Training - SWAT Sniper		X	2
Other Less lethal Weapons		X	1,2

TEXAS DEPARTMENT OF PUBLIC SAFETY

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THSSAA Information Bulletin
No. 15-002,
April 2, 2015

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: Garry Jones
Deputy Assistant Director
Texas Homeland Security State Administrative Agency (THSSAA)

Subject: Use, Disposition, Pass-through and Loan of HSGP Funded Equipment

Attachment: (1) SF-428, SF-428c, and SF-428s Forms
(2) Equipment Pass-Through Form
(3) Equipment Loan Form

Purpose:

This Information Bulletin clarifies the use of and process to dispose of, pass-through or loan grant purchased equipment and replaces THSSAA Information Bulletin #3 issued August 31, 2006 and THSSAA Information Bulletin #11-001 issued March 2, 2011. This will apply to all Homeland Security grant-funded equipment that is either noted as a capital asset or a controlled asset per THSSAA Information Bulletin# 12-004.

In some cases sub-recipients are required to request disposition instructions for equipment acquired with grant funds (acquired equipment) when original or replacement equipment is no longer needed for the original program or for other activities currently or previously supported by a Federal agency. Sub-recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the Federal government.

Sub-recipients may pass-through equipment procured with grant funds to a project participant to carry out grant-funded activities.

Sub-recipients may temporarily loan equipment procured with grant funds to a governmental or non-governmental entity to carry out or support grant-related activities.

Definitions:

Acquired Equipment – Equipment purchased with grant funds.

Fair Market Value – An estimate of the market value of a property, based on what a knowledgeable, willing, and unpressured buyer would probably pay to a knowledgeable, willing, and unpressured seller in the market. An estimate of fair market value may be founded either on precedent or extrapolation.

Passed-through Equipment – Equipment procured by a sub-recipient on behalf of a project participant or equipment purchased by a project participant and reimbursed by a sub-recipient to carry out a grant-funded project.

Project Participant – an entity participating in a grant-funded program that purchases or is reimbursed for equipment or other services as a direct result of their relationship with a sub-recipient in an effort to carry out grant-funded activities.

Receiving Entity – The recipient of passed-through or loaned assets.

Sub-recipient – an entity that receives a sub-award from the Texas Homeland Security State Administrative Agency to carry out all or part of a grant-funded program.

Written Appraisal – A report or document stating, based on an educated and professional opinion, the Fair Market Value of an asset.

Equipment Use

Per 44CFR § 13.32 (c), grant-funded equipment shall be used by the sub-recipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal funds.

When no longer needed for the original program, the equipment may be used in other activities currently or previously supported under a federal grant or sub-grant.

Passed-through Equipment

Acquired equipment may be passed-through from a sub-recipient to a project participant to carry out grant-funded activities under the following conditions:

- A memorandum of understanding (MOU) exists between the sub-recipient and the project participant (see section below for MOU requirements).
- The project participant must meet the same THSSAA eligibility criteria as the sub-recipient (see http://www.txdps.state.tx.us/director_staff/saa/documents/genHSGPEligInstr.pdf for general eligibility requirements). It is the responsibility of the sub-recipient to verify the eligibility of the project participant. The sub-recipient may be required to refund the cost of any equipment purchased with grant funds if it is determined that the project participant did not meet all eligibility requirements.
- The sub-recipient is responsible for notating on their inventory log, at a minimum, the following information for each passed-through equipment item:
    - A description of the asset

- A serial number or other identification number (Should match serial number or ID number recorded on project participant's inventory log.)
- The location of the equipment
  - The location may be referenced as the project participant's jurisdiction
  - A notation and the date that the equipment item was passed-through to a project participant

  Example Location Entry: Pass Through to Sample County on 1/15/15

- The sub-recipient must maintain, at a minimum, the above referenced information on their inventory list until notification is received from the project participant that the equipment has been properly disposed of.
- The project participant becomes responsible for any aspects of the asset including inventory control, disposition, and complying with all grant requirements as noted in the MOU.

The corresponding THSSAA Passed-through Equipment Form must be completed under all conditions for all controlled or capital assets as defined by THSSAA IB 12-004. A copy of the THSSAA form must be retained by both parties.

Loaned Equipment

Acquired equipment may be temporarily loaned to a governmental or non-governmental entity to carry out or support grant-related activities under the following conditions:

- A memorandum of understanding (MOU) exists between the sub-recipient and the receiving entity (see section below for MOU requirements).
- The receiving entity of loaned equipment must meet the same THSSAA eligibility criteria as the sub-recipient see http://www.txdps.state.tx.us/director_staff/saa/documents/genHSGPEligInstr.pdf for general eligibility requirements). It is the responsibility of the sub-recipient to verify the eligibility of the receiving entity.
- Equipment is loaned for a temporary time period for the purpose of a recent or immediate upcoming event. There is no intention by the sub-recipient to have the receiving entity keep the equipment.
- The sub-recipient retains responsibility for all aspects of the asset, including inventory control, disposition and complying with all grant requirements.

Some governmental entities in the State of Texas find it necessary in the furtherance of their Emergency Operations Plan to loan equipment to non-governmental responding entities. Some examples would be: school districts, not for profit organizations, volunteer fire departments, etc. In consultation with the Department of Homeland Security, following are additional eligibility requirements for loans to non-governmental entities:

- The non-governmental entity must be an emergency response or public safety agency.
- The sub-recipient in receipt of Homeland Security grant funded equipment must determine the non-governmental entity is included in the Emergency Operations Plan of a governmental jurisdiction. This plan must meet and be maintained at no less than the intermediate preparedness level required for HSGP grant eligibility and be on file with the Texas Division of Emergency Management (TDEM).

- The non-governmental entity must comply with HSPD-5, Management of Domestic Incidents, the adoption of the National Incident Management System (NIMS), a requirement to receive Federal preparedness assistance through grants, contracts, and other activities.
- It is allowable for a NIMS compliant organization to purchase equipment which is then used by others via a Memorandum of Understanding. Such an arrangement would be appropriate when a governmental entity wants to ensure that its organizations, included in their Emergency Operations Plan, with fewer resources can still effectively respond. The receiving entity(ies) should have a plan indicating whether and/or how they address the NIMS recommendations for Non-governmental entities.

The corresponding THSSAA Equipment Loan Form must be completed under all conditions for all controlled or capital assets as defined by THSSAA IB 12-004. A copy of the THSSAA form must be retained by both parties.

Emergency Loan Conditions:

In the event of a time sensitive situation where time spent verifying eligibility may endanger life or property, equipment may be loaned for mutual aid immediately but for a period of **not more than 60 days** without the need to verify eligibility. The sub-recipient will complete the (Equipment Loan Form) and retain it in their files.

Example: A storm hits a small community and has knocked out power. Generators are needed to help power a local hospital. Time is of the essence and a jurisdiction would not need to verify eligibility before moving the equipment. The generator will only be needed for a few weeks until power is restored.

Memorandum of Understanding (MOU) for Passed-Through or Loaned Equipment:

A sub-recipient who passes-through or loans procured equipment to another eligible jurisdiction or non-governmental entity must develop and complete an MOU for all controlled and capital assets as defined in SAA IB# 12-004.

The MOU must include:

1. The basis of the agreement.
2. Signature and date of both parties.
3. Details of the equipment to include: Description, Control number, SER/VIN number, Model number, Acquisition date and Unit cost.
4. Responsible party for the care, custody, control, maintenance, disposition and use of the equipment including but not limited to:
    a. Inventory control of any equipment loaned to a non-governmental entity in accordance with THSSAA Policy and the Uniform Grant Management Standards.
    b. Maintaining any issued equipment in good working order.
    c. Ensuring the equipment is used only as allowable under the grant and in the furtherance of the Emergency Operations Plan.
    d. Ensuring the sub-recipient is notified when passed-through equipment is disposed of by a project participant.

The MOU must be retained by both the receiving entity and the sub-recipient.

Equipment Disposition – Approval Required

Approval to dispose of equipment with a current per unit fair market value (FMV) of $5,000 or more is required in the following circumstances:

- The original sub-grant from which the equipment was purchased is still open (active).
- Original or replacement equipment acquired under a sub-grant is lost, destroyed, or stolen and insurance proceeds to purchase or offset the cost of a replacement are available.
- Original or replacement equipment acquired under a closed grant or sub-grant is no longer needed for the original program or for other activities currently or previously supported by either the Federal awarding agency under which the equipment was originally procured or any another Federal agency.
- When original or replacement equipment is sold the awarding agency shall have a right to an amount calculated by multiplying the current FMV or proceeds from sale by the awarding agency's share of the equipment:

  (FMV) X THSSAA's percentage (%) share of the original equipment acquisition cost.

  Example 1: Equipment Purchased Using 100% Grant Funds
  Current fair market value (appraisal) = $6,300.
  Formula: $6,300 X 100% = $6,300
  THSSAA would be entitled to the full $6,300.

  Example 2: Equipment Partially Purchased with Grant Funds
  Current fair market value (appraisal) = $6,300
  Percent that grant funds contributed to original purchase: 75%
  Formula: $6,300 X 75% = $4,725
  THSSAA would be entitled to $4,725

Equipment Disposition - No Approval Required

A disposition request is NOT required if the grant-funded equipment meets any of the following conditions:

- The current per unit fair market value of the equipment is less than $5,000.
- It is being used by the program for which it was originally acquired, regardless of whether or not the program is still receiving federal grant funds.
- The original sub-grant under which the equipment was purchased is closed and it is being used by another program within the jurisdiction/agency, region, or state that has received federal grant funds.

When no longer needed for the original program, the equipment may be used in other activities currently or previously supported under a federal grant or sub-grant. Note: Disposing of equipment by transferring to other federally funded programs implies the equipment is no longer necessary within the original grant program. As a result, THSSAA may not consider funding requests for similar equipment purchases from a sub-recipient who has transferred equipment in this manner for a period of time similar to the typical useful life of the transferred equipment.

- First preference for other use shall be given to programs currently or previously supported by grants from the federal awarding agency that sponsored the grant under which the equipment was procured.

For example, if the equipment was procured under the federal Homeland Security Grant Program from the Department of Homeland Security, Federal Emergency Management Agency (FEMA), then first preference must be given to other programs funded by FEMA in the order referenced below:

- Sub-recipients should first **review needs within their jurisdiction/agency** to determine if any programs supported by FEMA could use the equipment.
- If no programs within the jurisdiction/agency need the equipment then sub-recipients should **consult with the COG/UASI to review needs** within the region.
- If no programs within the COG/UASI region need the equipment then sub-recipients should **consult with THSSAA** to determine if the equipment could be used within any TXDPS programs funded by FEMA or within a program located within another region of the state.

- Next preference for other use shall be given to programs currently or previously supported by any other federal awarding agency. This includes any program that has received federal funds through a grant or sub-grant from any federal agency. Consideration must be given to other programs that are receiving or have received federal funds in the same order referenced above.

The sub-recipient must document the disposition date on their equipment inventory log and maintain documentation supporting decisions allowing for equipment use based on the preferences listed above.

Equipment Disposition Request Procedure:

A Tangible Personal Property Report (SF-428), Disposition Request (SF- 428c), and Supplemental Sheet (SF-428s) are required to request disposition instructions or report disposition for equipment with a current per unit FMV of $5,000 or more. A written appraisal of FMV must be included with the forms.

- The sub-recipient or receiving entity of passed-through equipment must submit the forms and written appraisal to the THSSAA Monitoring Section at SAAMonitoring@dps.texas.gov.
- If applicable as noted in the grid below, THSSAA will forward the documents to FEMA for approval, denial or special instructions.
- If THSSAA or FEMA does not provide disposition instructions within 120 days, the sub-recipient or receiving entity of passed-through equipment may continue to use the equipment or dispose in accordance with the applicable property standards.
- THSSAA will notify the sub-recipient or receiving entity of passed-through equipment of THSSAA's or FEMA's decision.

Disposition Approval Matrix for Equipment Valued Over $5,000

Equipment Disposition Type	Active Grant	Closed Grant
Retain for Original Purpose	No Approval Required	No Approval Required
Use in Other Federally Funded Activity/Program	THSSAA Approval Only	No Approval Required
Use Insurance Proceeds to Replace Lost, Destroyed, or Stolen Equipment	THSSAA Approval Only	THSSAA Approval Only
Trade in or Sell to Offset Cost of Replacement Equipment	THSSAA Approval Only	THSSAA Approval Only
Sell Equipment w/ Federal Share of Proceeds Refunded	THSSAA/FEMA Approval	THSSAA/FEMA Approval
Use in Non-Federally Funded Activity/Program	THSSAA/FEMA Approval	THSSAA/FEMA Approval

For any questions not addressed here or about the SF-428 forms, contact THSSAA monitoring unit.

Texas Department of Public Safety
Texas Homeland Security State Administrative Agency
Homeland Security Grant Program
Passed-Through Property Record

Sub-recipient:

_____
Name of Organization

_____
Street/Mailing Address, City, County, Zip

_____
Printed Name and Title

_____ _____
Signature Date

Project Participant:

_____
Name of Organization

_____
Street/Mailing Address, City, County, Zip

_____
Printed Name and Title

_____ _____
Signature Date

This is to certify that the property described below was acquired through the expenditure of grant funds awarded to the above named Homeland Security Grant Program Sub-recipient. The Project Participant receiving the property certifies that they have knowledge of the laws, rules and regulations of Texas Homeland Security grants. The Project Participant further certifies that they agree to be bound by all the contract covenants and exhibits to the Sub-recipient's Agreement and any modifications or amendments to that agreement as if they were written here. The Sub-recipient and Project Participant further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Sub-recipient further certifies that the Project Participant has complied with all Texas Homeland Security State Administrative Agency eligibility requirements.

Property being passed-through

Item description: _____
Item Control Number: _____
Serial Number/VIN: _____
Model Number: _____
Acquisition Date: _____
Unit Cost: _____

This form is provided for the benefit of grant administration. TXDPS/THSSAA cannot advise Sub-recipients about the legality of any specific property that is passed-through. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.

THSSAA EQUIPMENT LOAN RECORD

ITEM CONTROL/SERIAL NUMBER	ITEM DESCRIPTION	ORIGINAL SUBRECIPIENT	ORIGINAL SUBRECIPIENT PERSONNEL NAME/SIGNATURE	DATE LOANED	RECEIVING ENTITY	RECEIVING PERSONNEL NAME/SIGNATURE

The subrecipient maintains responsibility for inspection and financial liability for loss or damage to grant funded assets. Subrecipients must exercise reasonable care to safeguard assets from negligence and abuse, while providing proper maintenance as required. It is the subrecipient's responsibility to complete the paperwork for the loan. Receiving entities acknowledge compliance with Texas Homeland Security State Administrative Agency grant and eligibility requirements as noted in the Sub-Recipient Agreement. It is the subrecipient's responsibility to ensure the receiving entity has met those eligibility requirements before loan of equipment. All equipment must be returned to the subrecipient for disposition.

EMERGENCY LOANS

In the event of a time sensitive situation where time spent verifying eligibility may endanger life or property, equipment may be loaned for mutual aid immediately but for a period of not more than 60 days without the need to verify eligibility. **Please provide a brief description of the nature of the event and why eligibility could not be verified:**

TANGIBLE PERSONAL PROPERTY REPORT
SF- 428

		Page	of Pages
1.Federal Agency and Organization Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned by Federal Agency	3a. DUNS	3b. EIN
4. Recipient Organization (Name and complete address including zip code)		5. Recipient Account or Identifying Number	
6. Attachment (Check applicable) ___ Annual Report (SF-428-A) ___ Final (Award Closeout) Report (SF-428-B) ___ Disposition Report/Request (SF-428-C)		7. Supplemental Sheet ___ Yes ___ No	
8. Comments			
9a. Typed or Printed Name and Title of Authorized Certifying Official		9c. Telephone *(area code, number, extension)*	
		9d. Email address	
9b. Signature of authorized Certifying Official		9e. Date report submitted *(Month, Day, Year)*	
		10. Agency use only	

Instructions for Tangible Personal Property Report: SF-428

The estimated annual public reporting burden for the collection of information on this form and its attachments is estimated to average 2.75 hours per respondent, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

This is a standard form to be used by awarding agencies to collect information related to tangible personal property (equipment and supplies) when required by a Federal financial assistance award. The form consists of the cover sheet (SF-428) and three attachments to be used as required: Annual Report, SF428-A; Final (Award Closeout) Report, SF-428-B; and a Disposition Request/Report, SF-428-C. A Supplemental Sheet, SF-428S, may be used to provide detailed individual item information.

A. General Instructions:

Tangible personal property means property of any kind, except real property, that has physical existence. It includes equipment and supplies. It does not include copyrights, patents or securities. For convenience, throughout this form and its attachments, the term property will be synonymous with tangible personal property. The terms equipment and supplies will be used when referring to specific requirements.

Property may be provided by the awarding agency or acquired by the recipient with award funds. Federally-owned property consists of items that were furnished by the Federal government.

Recipients of Federal assistance awards may be required to provide Federal awarding agencies with information concerning property in their custody annually, at award closeout or when the property is no longer needed. Specific requirements will vary based on award provisions, the type of property (equipment or supplies) and whether the property is Federally-owned. This reporting form and its attachments are intended to assist recipients to provide necessary information when it is required.

1. **Federal Agency and Organizational Element to Which Report is Submitted.** Enter the name of the Federal agency and the agency organization element identified in the award document or as otherwise instructed by the agency. The organizational element is a sub-agency within a Federal agency. For example, the Air Force Office of Scientific Research (AFOSR) is an organizational element within the Department of Defense.

2. **Federal Grant or Other Identifying Number Assigned by Federal Agency.** Enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award.

3a. **DUNS.** Enter the recipient organization's Data Universal Numbering System (DUNS) number or Central Contract Registry extended DUNS number. The DUNS number is also referred to as the Universal Identifier.

3b. **EIN.** Enter the recipient organization's Employer Identification Number (EIN) as assigned by the Internal Revenue Service.

4. **Recipient Organization.** Enter the name and complete address, including zip code, of the recipient organization.

5. **Recipient Account or Identifying Number.** Enter the account number or other identifying number assigned to the award by the recipient. This number is for the recipient's use and is not required by the Federal agency.

6. **Attachment.** Check the applicable line to indicate the type of attachment being submitted. Use the Annual Report, SF-428-A, when required to provide annual inventory listings of Federally-owned property. Use the Final Report, SF-428-B, when required to provide property information in connection with the closeout of an award. Use the Disposition Request/Report, SF-428-C, when required to request disposition instructions for or to report the disposal of Federally-owned property or acquired equipment, at any time other than award closeout (i.e., during the award period or after award closeout as long as the Federal government retains an interest in the item).

7. **Supplemental Sheet.** Check the applicable block to indicate whether a Supplemental Sheet is attached. Recipients may use the SF-428S or equivalent document such as a computer print out to provide required detailed individual item information.

8. **Comments.** Provide any explanations or additional information in this block. Attach additional sheets if necessary.

9a. **Typed or Printed Name and Title of Authorized Certifying Official.** Enter the full name and title of the recipient representative authorized to sign this report.
b. **Signature of Authorized Certifying Official**. Original signature of the recipient's authorized certifying official.
c. **Telephone.** Enter the telephone number of the individual listed in Line 9a.
d. **Email address.** Enter the email address of the individual listed in 9a.
e. **Date report submitted.** Enter the date the report is submitted to the Federal agency.

10. **Agency use only.** This section is reserved for Federal agency use only.

TANGIBLE PERSONAL PROPERTY REPORT
Supplemental Sheet SF-428S

Federal Grant or Other Identifying Number Assigned by Federal Awarding Agency (Block 2 of SF-428)	Attachment Type ___ Annual Report ___ Final (Award Closeout) Report ___ Disposition Request/Report	Page	Of Pages

Complete one row for each item:

	Award Number (a)	GP or ACQ (b)	Description of Item (c)	Identification Number (d)	Acq. Date (e)	Cond. Code (f)	Acq. Cost (g)	Disp. Req. (h)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Instructions for Tangible Personal Property Report: SF-428S

A. General Instructions

This is a standard form to be used by recipients to provide detailed individual item information in connection with required reports of tangible personal property under Federal assistance awards.

Federal Grant or Other Identifying Number Assigned by Federal Agency. Enter the Federal grant, cooperative agreement or other financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award. If the Supplemental Sheet is submitted in connection with a Consolidated Annual Report Attachment, leave blank and enter individual award numbers in Column (a) for each item.

Report Type. Indicate the type of report Attachment for which the individual item information is being provided.

a. **Award Number.** For Consolidated Annual Report Attachments, enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award. For all other Report Attachments (i.e., Individual Annual, Final, and Disposition Request/Report) leave blank.

b. **GP or ACQ.** Enter GP if the item is Federally-owned property. Note: Federally-owned property consists of items furnished by the Federal Government for use on the award identified in Block 1 or Column a. Enter ACQ if the item was acquired with award funds.

c. **Description of Item.** Provide a brief description of the item.

d. **Identification Number.** Enter the manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.

e. **Acq. Date.** Enter the date the item was acquired by the recipient. For items furnished by the Federal Government, enter the date received by the recipient.

f. **Cond. Code.** Enter the applicable condition code from the following list:

Code	Description
1	Excellent. Property that is in new condition or unused condition and can be used immediately without modification or repairs.
4	Usable. Property which shows some wear, but can be used without significant repair.
7	Repairable. Property which is unusable in its current condition but can be economically repaired.
X	Salvage. Property which has value in excess of its basic material content, but repair or rehabilitation is impractical and/or uneconomical.
S	Scrap. Property which has no value except for its basic material content.

g. **Acq. Cost.** Enter the item acquisition cost.

h. **Disp. Req.** Indicate the type of disposition requested for each item by entering the corresponding number from Block 2 of the Final Report Attachment or Block 1 of the Disposition Request/Report Attachment. However, it is not necessary to enter this information when requesting the same disposition for all items of Federally-owned property or the same disposition for all items of Acquired Equipment (the disposition request indicated in the applicable Block(s) of the Final Report Attachment or the Disposition Request/Report Attachment will be sufficient). Not required for Annual Report Attachments.

TANGIBLE PERSONAL PROPERTY REPORT
Disposition Request/Report SF-428- C

Federal Grant or Other Identifying Number Assigned by Federal Agency (Block 2 of SF-428)

1. **Request Disposition Instructions for**:	**For Agency Use Only**
a. **Federally-owned Property** *(Select one or more and attach Supplemental Sheet SF-428S or recipient equivalent)* (i) ___ Request Federal Agency disposition instructions (ii) ___ Other (Specify in Block 8 "Comments" or attach request)	Agency response to requested disposition of Federally owned property: (i) Recipient request approved___ denied ___. (ii) Dispose in accordance with attached instructions ___.
b. **Acquired Equipment with current fair market value of $5,000 or more** *(Select one or more and attach Supplemental Sheet SF-428S or recipient equivalent)* (i) ___ Request approval to trade-in or sell to offset costs of replacement equipment (ii) ___ Request Federal Agency disposition instructions	Agency response to requested disposition of acquired equipment: (i) Recipient request approved___ denied ___. (ii) Dispose in accordance with attached instructions ___.

Authorized Awarding Agency Official	
Signature:	Date:
Name:	Phone:
Title	Email

2. **Report Disposition by Sale or Retention**

a. ___ Retention of acquired equipment for use on non Federally supported projects

b. ___ Sale of acquired equipment

(Attach Supplemental Sheet SF-428S or recipient equivalent and complete worksheet below)

(i) Sale proceeds (or estimate of current fair market value)..... $_____

(ii) Percentage of Federal participation ..... _____%

(iii) Federal share ..... $_____

(iv) Selling and handling allowance ..... $_____

(v) **Amount remitted to the Federal Government**..... $_____

3. **Report Loss, Destruction or Theft of Federally-owned Property**

___ Loss, Destruction or Theft of Federally-owned property

(Attach Supplemental Sheet SF-428S or recipient equivalent and describe the circumstances in Block 4)

4. **Comments**

DISPOSITION REQUEST/REPORT ATTACHMENT TO TPR

Agency use only

Instructions for Disposition Request/Report: SF-428 Attachment C

A. General Instructions:

This Attachment is to be used by recipients when required to request disposition instructions or to report disposition of Federally-owned property or acquired equipment under Federal assistance awards at any time other than award closeout (i.e., during the award period or after closeout as long as the Federal government retains an interest in the item).

Recipients provided Federally-owned property for use under Federal assistance awards are required to request disposition instructions from the awarding agency when the Federally-owned property is no longer needed for the authorized purpose. Recipients may be required to request disposition instructions for equipment acquired with award funds (acquired equipment) when an item is no longer needed for use on Federally-sponsored activities. Recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the Federal government. This attachment is intended to assist recipients in providing appropriate information to the awarding agency. Note: If the Federal awarding agency has exercised statutory authority to vest title to acquired equipment in the recipient with no further obligation to the Federal government, you are not required to request disposition instructions or to report disposition (i.e., sale or retention for non Federal use) of those items of equipment.

Federal Grant or Other Identifying Number Assigned by Federal Agency. Enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award.

1. **Request Disposition Instructions for:** Use this section to request Federal awarding agency disposition instructions when required by the award provisions.

a. **Federally-owned Property.** Consists of items that were furnished by the Government. Check applicable blocks to indicate the requested Federal awarding agency action for items that are no longer needed for use on the award specified in Block 2.

(i) To request Federal agency disposition instructions.
(ii) To request a specific disposition, e.g., transfer to another award.

b. **Acquired Equipment with a current fair market value of $5,000 or more.** Note: Fair market value means the best estimate of the gross sales proceeds if the property were to be sold in a public sale. Check applicable blocks to indicate the requested Federal awarding agency action.

(i) To request approval to trade-in or sell to offset costs of replacement equipment.
(ii) To request Federal agency disposition instructions for equipment acquired with award funds.

2. **Report Disposition by Sale or Retention.** Use this section when required to compensate the Federal awarding agency for its interest in acquired equipment with a current fair market value of $5,000 or more that you have sold or retained for use on non Federally supported activities. Check applicable blocks to indicate the type of action being reported and complete the worksheet to calculate the amount of compensation due to the awarding agency for its interest in the equipment.

a. Retention of acquired equipment for use on non-Federally supported projects.
b. Sale of acquired equipment.

Worksheet

(i) Enter the total amount received if the equipment has been sold. Enter an estimate of the current fair market value if the equipment will be retained for use on non Federally funded projects.
(ii) Enter the percentage of Federal Government participation in the award under which the equipment was acquired.
(iii) Enter the dollar amount of sales proceeds (or estimate of current fair market value) multiplied by the percentage of Federal Government participation listed in (ii).
(iv) If the equipment was sold, enter the amount of selling and handling expenses. Enter zero if the equipment will be retained for use on non-Federally funded projects.
(v) Enter the amount of the Federal share in (iii) less the selling and handling expense listed in (iv). Indicate in Block 8 how the funds are being returned to the government. For example, attached check made out to the Awarding Agency/U.S. Treasury or electronic remission.

3. **Report Loss, Destruction or Theft of Federally-owned Property.** Use this section to notify the awarding agency. Check block to indicate that Federally-owned property has been lost, damaged or stolen, list the item(s) on SF-428S or recipient equivalent and describe the circumstances in Block 4.

4. **Comments.** Provide any explanations or additional information in this block. Attach additional sheets if necessary.

Agency use only. This section is reserved for Federal agency use only.

EXHIBIT “G”

Weekly Activity Report

HIDALGO COUNTY

Your Local Agency Name

OPERATION STONEGARDEN WEEKLY ACTIVITY REPORT

Date	Number of Officers worked	Hours worked (Shift)*	Location Worked	Outcome
7/13/2015	3	1800-0400	WEST- Citrus City Area	25 VEHICLE STOP, 8 CITATIONS, 17 WARNINGS
		SAMPLE		
Total	3			

EXHIBIT “H”

Daily Activity Report Summary and Detail

PLEASE TYPE IN YOUR CITY NAME
2014 OPERATION STONEGARDEN
GRANT #: EMW-2014-SS-00029

DAILY ACTIVITY REPORT SUMMARY

Date: _____ **Overtime Rate:**_____

Begining 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: _____

Officer (Print)_____ **Title:** _____ **I.D. #** _____

Officer (Sign)_____ **Title:** _____ **I.D. #** _____

Supervisor: _____ **Title:** _____ **I.D. #** _____

PLEASE TYPE IN YOUR CITY NAME

DAILY ACTIVITY REPORT DETAIL

OPSG 2014 Grant#: EMW-2014-SS-00029

PLEASE PRINT LEGIBLY

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

1.)

SECTOR	:00 PM - :00 AM, Officer 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:** _____

7/31/2015 11:58 AM

EXHIBIT "I"

Property Acquisition Form

EXHIBIT "I"

CITY NAME
2014 STONEGARDEN GRANT - PROPERTY ACQUISITION FORM
GRANT #EMW-2014-SS-00029

Description	Tag ID#	Serial or ID#	Source of Property	Title Owner	Acquisition Date	Cost	% of Federal/ State Participation in Cost of Property	Location	Use & Condition of Property	Disposal Date	Price Sold

To be submitted monthly with attached photos of all equipment showing ID tags.

STATE OF TEXAS §

COUNTY OF LA JOYA §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN CITY OF LA JOYA, TEXAS AND
THE COUNTY OF HIDALGO, TEXAS

This Agreement is made and entered into this ___day of _____, 2015, by and between the County of Hidalgo, a political subdivision of the State of Texas (hereinafter referred to as "County") and the City of La Joya, 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 $4,674,438.00 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 2014 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 2014 Sub-Recipient Award for Hidalgo County," (Sub-Recipient Agreement) dated May 7, 2015, 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 No. 12-003 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 $100,000.00 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 the 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 reimbursements pertaining to costs incurred or performances rendered that are not in compliance with 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 complete and execute a Passed-Through Property Record or Equipment Loan Record, as necessary, for each asset purchased with Grant funds, as required by State Administration Agency Bulletin 15-002 or its successor (**See Exhibit "F"**).

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 No. 12-004 or its successor (**See Exhibit "F")**. City shall conduct an annual physical inventory for all assets purchased with current and prior Grant funds and provide said information to County on an annual basis. The inventory identified on the Property Acquisition Form should include a complete and accurate listing of all equipment/assets including tag numbers, id numbers and serial numbers with photographs depicting same (**See Exhibit "I"**). City shall not use Grant funds for the purchase of weapons and weapons accessories in accordance with State Administrative Agency Bulletin No. 15-001 or its successor (**See Exhibit "F"**).

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 required for reimbursement of Grant funds from County. These include but not limited to the Cost Reimbursement Form and all supporting documentation **(See Exhibit "F")**, a Passed Through Property Record or Loan Record (with photographs and SAM.gov verification) **(See Exhibit "F")**, a Property Acquisition Form detailing a cumulative report of all property secured with Grant funds from the inception of the first Grant period (**See Exhibit "I")** and the Annual Inventory Control Requirement Form **(See Exhibit "F").** These reports must be submitted to County by **June 30th** of each year. City shall provide County with a weekly activity report (**See Exhibit "G"**). 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 No. 12-004 or its successor attached thereto.)

As noted above, all reports required for submission are as follows:

FORMS	**SUBMIT**
Eligibility Certification Form	Annually

Annual Inventory Control Requirement Form	Annually
Property Acquisition Form	Annually
Weekly Activity Report	Weekly
Agency Cost Reimbursement Request Form	With Reimbursement Request
Individual Reimbursement Request Form	With Reimbursement Request
Daily Activity Report Summary	With Reimbursement Request
Daily Activity Report Detail	With Reimbursement Request
Passed-Through Property Record Form	With Reimbursement Request
Disposition Request/Report SF-428- C Form	As needed upon asset disposal

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 delay or 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")**, Passed Through-Property Record Form **(See Exhibit "F"),** Copies of Invoices, and other related information whether or not requested by County on a monthly basis no later than the 15th of each month for the previous month. Each Cost Reimbursement Request shall be completed pursuant to the instructions and State Administration Agency Bulletin Nos. 11-005, 12-005, 15-001 and 15-002 (or their successors) 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 Sub-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. City shall be responsible for the care, maintenance, repair, custody, control, disposition and use of any asset purchased with Grant funds.

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 the responsible party for the care, maintenance and repair of same, as noted above. 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. City shall also complete a Disposition Request/Report Form SF-428-C as required by State Administration Agency Bulletin No. 15-002 **(See Exhibit "F")**.

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 none of its elected officials, officers, employees, consultants, or 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
302 W. University Dr.
Edinburg, TX 78539

If to City: City of La Joya
101 N. Leo Ave.
La Joya, TX 78560

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 LA JOYA, TEXAS

_____
Jose A. "Fito" Salinas**,** Mayor

ATTEST

_____
Julianita Sabala, 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,
Ricardo Rodriguez, Jr.

By:_____
Josephine Ramirez Solis,
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”	Agency Cost Reimbursement Request Form and SAA Bulletins
• F-1:	Agency Cost Reimbursement Request
• F-2	Individual Reimbursement Form
• F-3	Cost Reimbursement Request Instructions
• F-4	SAA Information Bulletin 12-003
• F-5	SAA Information Bulletin 12-004
• F-6	Annual Inventory Control Requirement Form
• F-7	SAA Information Bulletin 11-005
• F-8	SAA Information Bulletin 12-005
• F-9	SAA Information Bulletin 12-007
• F-10	SAA Information Bulletin 15-001
• F-11	SAA Information Bulletin 15-002
Exhibit “G”	Weekly Activity Report
Exhibit “H”	Daily Activity Report Summary and Detail
Exhibit “I”	Property Acquisition Form

EXHIBIT "A"

Grant Terms and Conditions

U.S. Department of Homeland Security
Washington, DC 20472

FEMA

FY2014 OPSG COND Approval Texas – Hidalgo15-RGVRGV-11-001 V0

April 22, 2015

Arturo Mendez
Texas Homeland Security State Administrative Agency
PO Box 4087
Austin, TX 78773

Dear Mr. Mendez:

Please be advised that, based on the Department of Homeland Security, Federal Emergency Management Agency's (FEMA) Operation Stonegarden Grant Program (OPSG) guidelines and special conditions associated with this program, the below referenced Operations Order is *conditionally approved*:

Operations Order No: 15-RGVRGV-11-001 V0
Fiscal Year: 2014
Amount Approved: $4,674,438
Operations Order Dates: 10/1/2014 to 8/31/2016
Recipient: Hidalgo County, Texas

Pending approval of the Personnel Cap Waiver by the FEMA Administrator, Hidalgo County is authorized to spend up to, but must not exceed, 50 percent of the FY 2014 Operation Stonegarden allocation issued by FEMA. A subsequent approval letter will be issued for this Operations Order upon receipt of the FEMA Administrator's approval.

Expenditures from the Operations Order were reviewed and approved by FEMA and U.S. Customs and Border Protection/Border Patrol (CBP). These expenses will assist the County in conducting border centric, intelligence driven operations with the goal of reduction or elimination of threat, risk and vulnerability along our Nations' borders.

Please find the below special conditions associated with OPSG and retain this letter for your grant files. If you have any questions, please feel free to contact me at (202) 786-9668.

Sincerely,

Corey Walz

Corey Walz
Program Analyst
U.S. Department of Homeland Security
Federal Emergency Management Agency
Grant Programs Directorate

Cc: U.S. Customs and Border Protection/ Border Patrol

The following Special Conditions are associated with this Operation Stonegarden award:

1. Construction and construction-type activities are prohibited.
2. Lethal or less than lethal forces including, but not limited to: weapons, firearms, ammunition and tasers are prohibited.
3. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), the sum of all personnel related expenses shall not exceed 50% of the recipient's allocation without first obtaining a waiver from the FEMA Administrator.
4. All participating agencies shall monitor, review and track expenditures of OPSG funds under individual Operations Orders issued. Participating agencies shall not obligate, and/or encumber OPSG grant funds beyond the total of their allocation issued by FEMA.
5. The Operations Order has been reviewed and approved under the Environmental and Historic Preservation Program (EHP) guidelines as being categorically excluded from further EHP review.
6. Recipients must submit a letter of justification for all proposed vehicles or equipment items in excess of $100,000. This justification will be reviewed by CBP and FEMA.

Texas Department of Public Safety

2014 Sub-Recipient Award for Hidalgo County

1. General Award Information	Reference/Encumbrance No:	
Date of Award: May 7, 2015	Prepared By: Mendez, Arturo	3. SAA Award Number: 14-SR 48215-01

4. Sub-Recipient Name and Address

Judge Ramon Garcia
Hidalgo County
302 W. University
Edinburg, TX 78539

5. Federal Grant Information

Federal Grant Title: Homeland Security Grant Program (HSGP)
Operation Stonegarden (OPSG)

Federal Grant Award Number: EMW-2014-SS-00029

Federal Granting Agency: U.S. Department of Homeland Security(DHS)
Federal Emergency Management Agency (FEMA)

Date Federal Grant Awarded to TxDPS: August 6, 2014

CFDA: 97.067

6. Award Amount and Grant Breakdowns

OPSG

$4,674,438.00

Grant Period:	
From: Sep 1, 2014	To: Feb 28, 2016
(The SAA must receive all invoices by the end of grant period)	

7. Statutory Authority for Grant: The Department of Homeland Security Appropriations Act, 2014, (Public Law 113-76), and The Homeland Security Act of 2002 as amended (Public Law 107-296), (6 U.S.C. § 603).

8. Method of Payment: Primary method is reimbursement.

9. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors and principals are not debarred,suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not have active Exclusions listed at https://www.sam.gov/portal/public/SAM/

10. Agency Approvals

Approving TxDPS Official:

Garry Jones
Deputy Assistant Director
Texas Homeland Security
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:

Garry Jones

11. Sub-Recipient Acceptance

I have read, understood and agree to this Sub-Recipient Agreement consisting of this Award and the attached Terms and Conditions.

Print name and title of Authorized Sub-Recipient Official:

Ramon Garcia
Hidalgo County Judge

Signature of Sub-Recipient Official:

Ramon Garcia

Enter Employer Identification Number (EIN) or Federal Tax Identification Number:	DUNS Number:	Date Signed :
74-6000717	10-311-0834	5/19/15

DUE DATE: June 23, 2015 Signed Award with Terms and Conditions must be returned to SAA_SRA@dps.texas.gov on or before the due date.

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

2014 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.*

1. Grant Sub-recipient Agreement

This Grant Sub-recipient Agreement (consisting of this 2014 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 2014 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. HSGP funding shall be used for statutorily eligible 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. This program provides an integrated mechanism that builds and sustains core capabilities to support the Nation's Preparedness against terrorist attacks, major disasters, and other emergencies.

The FY 2014 Nonprofit Security Grant Program (NSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the NGP. NSGP provides funding support statutorily eligible costs to include 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. It is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, as well as State and local government agencies.

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.

2. Overview and Performance Standards

All allocations and use of funds under this Grant shall be in accordance with the FY 2014 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2014 FOA is incorporated by reference herein. **Sub-recipient shall read, understand and accept the FY 2014 Funding Opportunity Announcement as binding.**

A. 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"**

B. 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.**

3. 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 this Grant, 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.

4. 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) calendar 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.

5. 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.

6. 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 2014 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at http://www.fema.gov/media-library-data/1395161200285-5b07ed0456056217175fbdee28d2b06e/FY_2014_HSGP_FOA_Final.pdf and the Nonprofit Security Grant Program (NSGP), http://www.fema.gov/media-library-data/1396016700388-fb23d813b8df0d8eab995c8f27c1ac3e/FY_2014_NSGP_FOA_Final_Revised.pdf.

7. 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 14, 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.

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.

8. 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 Grant Adjustment Notice (GAN) to the jurisdiction.

9. State Requirements for Grants

Sub-recipient shall 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, Texas Uniform Grants Management Standards (UGMS) 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/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 this Grant to a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, unless the law enforcement agency requesting this Grant is in compliance with all rules developed by the Texas Commission on Law Enforcement (COLE) or TCOLE certifies that the requesting agency is in the process of achieving compliance with such rules.

2. Grant funds may not be awarded 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 by 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, which prohibits using any money or vehicle to support the candidacy of any person for office; influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose and 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, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and 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, which requires Sub-recipient to make every effort to attain key performance target levels associated with this Grant, 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, which requires that this Grant may only be expended if Sub-recipient timely completes and files its reports.

10. 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, or 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 and/or NSGP funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2014 HSGP or NSGP 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 Council of Government (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 Lone 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 calendar 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 the System for Award Management (SAM) at 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 information at least annually. Sub-recipient shall keep information current in the 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/dissem/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. 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.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 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 or NSGP 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. 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 awarded 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 awarded 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/grants/grant-programs-directorate-information-bulletins.

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. 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 equipment inventory record format at 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 statement: "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 use of 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, logos, crests, 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 (20th) calendar 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 Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency(August 11, 2000), requires federal agencies to issue guidance to recipients of federal financial assistance, assisting such organizations and entities in understanding their language access obligations. DHS published the required guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient of federal financial assistance can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at

https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited

and additional resources on 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 the interpretive guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B138942.

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 Grant ,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. SAFECOM. Sub-recipient shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications for awards under this Grant that provide emergency communication equipment and its related activities.

KK. Best Practices for Collection and Use of Personally Identifiable Information (PII).Sub-recipients who collect Personally Identifiable Information (PII) shall have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate. Sub-recipients may also find as a useful resource the DHS Privacy Impact Assessments: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf .

LL. Hotel and Motel Fire Safety Act of 1990. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), Sub-recipient shall ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

MM. False Claims Act and Program Fraud Civil Remedies. Sub-recipient shall comply with the requirements of 31 U.S.C. §3729 which sets forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. §3801-3812 which details the administrative remedies for false claims and statements made.

NN. Duplication of Benefits. State, Local and Tribal Sub-recipients shall comply with 2 C.F.R. Part §225, Appendix A, Paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

OO. Debarment and Suspension. Sub-recipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

PP. Non-Supplanting Requirement. Sub-recipient shall not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources for programs that prohibit supplanting by law. Where federal statutes for a particular program prohibit supplanting, Sub-recipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

11. 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 calendar 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/national-incident-management-system.

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/ResourceMngmnt.shtm#item3.

12. 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.

13. Audit

A. 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).

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

14. Retention and Accessibility of Records

A. 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 C.F.R. 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.

B. 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.

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

D. 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.

15. Legal Authority

A. 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.

B. 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.

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

16. 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.

17. 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.

18. 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.

19. Changes and Amendments

A. 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 this Grant. Any alteration, addition, or deletion to this Grant by Sub-recipient is not valid.

B. 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).

C. 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.

D. 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.

20. 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.

21. Venue

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

22. 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.

23. 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.

24. 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 or deny 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.

25. 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.

26. Closing of this 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 GAN to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 calendar 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 5/19/15
Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

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 Grant.

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 this Grant 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 Grant. "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 Principles 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 Grant.

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 5/19/15
Signature of Authorized Official Date

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 Grant.

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 this Grant 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 this Grant.

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 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 statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(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 Grant.

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 5/19/15
Signature of Authorized Official Date

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 subcontracts, 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-recipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
2. Have not within a three-year period preceding this Grant 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;
4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
5. Where Sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification)

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

G. Sub-recipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq. – which requires Sub-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, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Sub-recipient will 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 is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

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 Grant.

J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

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 5/19/15
Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

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 Principles 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. 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 5/19/15

Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.dps.texas.gov

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FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

September 18, 2014

The Honorable Ramon Garcia
Judge, Hidalgo County
302 West University Dr.
Edinburg, Texas 78539

Dear Judge Garcia:

I am pleased to inform you that the 2014 Homeland Security Grant Program (HSGP) award to Texas includes an Operation Stonegarden Grant (OPSG) allocation for Hidalgo County in the amount of $4,674,438. This letter is being sent to you as the grant point-of-contact (POC) for Hidalgo County.

DHS prohibits the Texas Homeland Security State Administrative Agency (THSSAA) from awarding OPSG funds until a Concept of Operations (CONOPS) plan and Tactical Operations Order with an imbedded budget has been reviewed, and DHS has issued an official approval notice for Hidalgo County.

Hidalgo County should 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 your Border Patrol Sector Representative (CBP) and the THSSAA by **October 31, 2014**. It is important that the required operational documents be submitted to CBP and THSSAA by this deadline. A timely submission will facilitate the 2014 OPSG review process and, upon approval, will allow your jurisdiction access to this funding for the support of your ongoing border security efforts.

If you have any questions regarding the FY 2014 OPSG grant program, please refer to the FY 2014 HSGP Funding Opportunity Announcement (FOA) or contact Arturo O. Mendez at 512-377-0022 (arturo.mendez@dps.texas.gov) or Pete H. Lara at 512-377-0025 (pete.lara@dps.texas.gov).

Sincerely,

Garry Jones

Garry Jones
Deputy Assistant Director
Texas Homeland Security State Administrative Agency

GJ:aom

EXHIBIT "B"

Summary of Grant Allocations by Phases

SUMMARY OF GRANT ALLOCATIONS BY PHASES
2014 OPERATION STONEGARDEN
GRANT #EMW-2014-SS-00029

Phase 1:	$3,106,844.73
Phase 2:	$1,567,593.27
Total:	**$4,674,438.00**

EXHIBIT "C"

Eligibility Certification Form

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

*** [illegible] submission** is a correction. ▼

Please provide the reference number for the form you are correcting:

*** Type of Organization**
County ▼

*** Region** See Map
21 - Lower Rio Grande Valley Development Council - LRGVDC ▼

*** County**
Hidalgo County ▼

*** Name of Jurisdiction/ Organization:**
Hidalgo County

Please follow these formatting examples for jurisdictions

Counties:
Tejas County

City / Town / Village: (Name First)
Mockingbird, City of
Travis, Village of
Harris, Town of

COG / Region:
Big Texas Council of Governments

*** Zip Code (Principle Administration Location)**
78539

*** DUNS Number:**
103110834

Every Sub-recipient must have a DUNS number and active registration in SAM prior to submitting an application for Federal funding. Sub-recipients may verify if they have a DUNS number and/or may obtain a DUNS number via http://fedgov.dnb.com/webform/index.jsp or by calling (866) 705-5711. To ensure your SAM registration will be active at the time of award, please review and update your registration if needed (www.sam.gov). Sub-recipients are required to keep their SAM registration current, accurate, and complete throughout the grant performance period (2 CFR 25). Additional information regarding this item can be found in the Instructions Document under Item V.

* Indicates Response Required

Save Partial Work Next >>

ACTIVE

sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Progress: 11% Complete

This question is about **you**, the person submitting the information at this moment, through this web page.

*** Please describe your role for the Subgrantee.**

I'm the Authorized/Elected Official or Chief Financial Officer ◉ I'm someone else

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 22% Complete

Authorized Official

As part of verification, a ***correct*** email address for the Authorized official is required. Upon successful submission, a confirmation email will be sent to the Authorized official, who ***MUST APPROVE*** this eligibility form submission.

This replaces the signature page from past eligibiliity processes.

EMCs, EMS, Fire, Police, and Sheriff personnel **ARE NOT Authorized Official**. Only **Chief elected official**, **chief executive** and/or **chief financial officers** may be listed.

*** Authorized Official Title**

Judge ▼

*** Authorized Official First Name**

Ramon

*** Authorized Official Last Name**

Garcia

*** Authorized Official Email Address**

ramon.garcia@co.hidalgo.tx.us

*** Phone Number**

956-318-2600

*** Re-Confirm Email**

ramon.garcia@co.hidalgo.tx.us

NOTE: It's important to provide valid contact information for the authorized official. If you are a designee for the Authorized Official, you must indicate this in the next screen. You can then provide contact details to ensure the SAA can communicate with you if follow-up is necessary. Authorized Officials may also elect to provide information for their designee.

* Indicates Response Required

<< Previous Save Partial Work Next >>

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 33% Complete

Submitter / Point-of-Contact Information:

Upon [illegible]ion of this fo[illegible]a confirmation copy will be forwarded to the authorized official and regio[illegible]. The SAA [illegible] contact the submitter first if there are any follow-up questions.

*** What best d[illegible]ines th[illegible]Submit[illegible]/ Point-of-Contact role?**

Police/Fire/EMS Staff[illegible]

[redacted]

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 44% Complete

I. National Incident Management System (NIMS)

*** NIMS**

Please certify to one of the NIMS statements below.

A) My jurisdiction has adopted and implemented NIMS and is compliant with all NIMS objectives (FY2005-FY2009). Reference: NIMS Implementation Chart

B) My jurisdiction has adopted and implemented NIMS, BUT is not fully compliant with all NIMS implementation objectives.

- a) Is Compliant
- b) Is Not Fully Compliant

Please review the FY 2014 Texas NIMS Implementation Reporting Tool information page for additional guidance on this requirement.

If you have not submitted a 2014 NIMS report, you must complete this step to be eligible.

If you have additional questions, please contact your PPG.

II. EMERGENCY MANAGEMENT PLANS (INTERMEDIATE LEVEL)

*** Emergency Management Plans: Please certify to one of the following statements.**

A. My jurisdiction has its own emergency management plan that *currently* meets the state preparedness standards at the Intermediate Level on file with the Texas Division of Emergency Management (TDEM).

B. My jurisdiction is a legally established member of an inter-jurisdictional emergency management program that has a plan that *currently* meets the state preparedness standards at the Intermediate Level on file with TDEM.

C. 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. *

- (●) a) Has Plan That Meets Requirements
- ( ) b) Member of Plan That Meets Requirements
- ( ) c) Not Required

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 56% Complete

II. OMB CIRCULAR A-133 SINGLE AUDIT

*** A-133 Reporting: My jurisdiction's/organization's fiscal year (FY) end for 2014 was (choose one):**

a) August 31, 2014 (Reporting Package is due 30 days after completion or May 31, 2014, whichever is sooner)

b) September 30, 2014 (Reporting Package is due 30 days after completion or June 30, 2014, whichever is sooner)

c) December 31, 2014 (Reporting Package is due 30 days after completion or September 30, 2014, whichever is sooner)

d) Other

- ○ a) August 31, 2014
- ○ b) September 30, 2014
- ◉ c) December 31, 2014
- ○ d) Other

A-133 AUDIT SATEMENT

*** A-133: Please certify to one of the A-133 Audit Statement below:**

a) I certify my jurisdiction/organization did not expend over $500,000 in Federal or State funding during FY2014 so no A-133 audit was necessary or obtained.

b) I certify my jurisdiction/organization expended over $500,000 in Federal or State funding in FY 2013 and that the required reporting package has been/will be provided 1) to the Texas Department of Public Safety (TXDPS) and 2) to the Federal Clearinghouse.

- ○ a) Did not expend over $500,000
- ◉ b) Did expend over $500,000

IV. TEXAS REGIONAL RESPONSE NETWORK (TRRN)

*** Texas TRRN: (Reference: TRRN Site)**

My jurisdiction/organization is registered with the Texas Regional Response Network (TRRN) and;

a) My jurisdiction has entered all deployable equipment with a cost of $5,000 or more purchased with Homeland Security Grant funds into the TRRN.

b) My jurisdiction does not have any deployable equipment with a cost of $5,000 or more purchased with Homeland Security Grant funds.

(•) a) Has entered all deployable equipment

( ) b) Does not have any deployable equipment

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 67% Complete

V. FFATA, DUNS, and CCR

FFATA Certification

Certification of Recipient Highly Compensated Officers – the Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (THSSAA) to report the name and total compensation of each of the five most highly compensated officers (a.k.a. position of each subrecipient organization for the most recently completed fiscal years preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below:

*** In the subrecipient's preceding completed fiscal year, did the subrecipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?**

○ Yes ◉ No

*** Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?**

◉ Yes ○ No

*** DUNS, & CCR: I certify my jurisdiction/organization has entered all required information, into the System for Award Management (SAM) and has an active registration status with no "Active Exclusion Records". Reference: SAM.gov**

◉ Yes

○ I cannot certify to this statement

VI. CRIMINAL HISTORY DISPOSITION REPORTING

(If Applicable)

*** CRIMINAL HISTORY DISPOSITION REPORTING:**

Current Report listed: 2015 HSGP Security Grant Information Page

For grant year 2015 federal funds, the criminal history reporting eligibility requirement will be applied to all SHSP sub-recipients. Only entities within a county that have met the 90% completeness rates by August 1, 2015 will be eligible for these THSSAA awards issued on or after September 1, 2015. This section DOES NOT APPLY to NSGP, OPSG, or UASI applicants.

Please select to certify to one of the criminal history disposition reporting statements:

a) My County has documented a 90% average disposition completeness rate for adult arrests and a 90% average disposition completeness rate for juvenile arrests under calendar years 2009-2013 as required by Chapter 60, Texas Code of Criminal Procedure.

b) My County does NOT currently have a documented 90% average disposition completeness rate for adult arrests and a 90% average disposition completeness rate for juvenile arrests under calendar years 2009-2013, but county intends to attain the required averages by August 1, 2015. I understand that sub-recipients within the County will not be Eligible for 2015 SHSP funds if the required averages are not achieved by the August 1, 2015 deadline.

- (●) a) 90% or above
- ( ) b) Below 90%, intends to attain by 8/1/201
- ( ) c) COG Region
- ( ) d) Tribal Nation

* Indicates Response Required

<< Previous Save Partial Work Next

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 78% Complete

PRINT FOR YOUR OWN RECORDS

Submission Reference: **3448188**

Name of Jurisdiction/ Organization: **Hidalgo County**
DUNS Number: **103110634**
Type of Organization: **County**

Region: **21 - Lower Rio Grande Valley Development Council - LRGVDC**

Authorized Official Name: **Ramon Garcia** Title: **Judge**

****

I. National Incident Management System (NIMS)
a) Is Compliant

II. Emergency Management Plans:
a) Has Plan That Meets Requirements

III. OMB Circular A-133 Single Audit Certification
b) Did expend over $500,000

IV. Texas Regional Response Network (TRRN):
a) Has entered all deployable equipment

V. DUNS, CCR & FFATA:
Yes

VI. Criminal History Disposition Reporting:
a) 90% or above

PRINT FOR YOUR OWN RECORDS

Print this page

<< Previous Save Partial Work Next >>

ACTIVE

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Progress: 89% Complete

Please submit to complete this eligibility submission form. You will receive confirmation email shortly.

An email will also be sent to the Authorized Official for review and approval of this submission. You will also receive an email that cofirms when submission has been approved.

Sample

☑ Please email the Authorized Official updates if available. The SAA will use [redacted]

☑ Please email the POC updates if available. The SAA will use [redacted]

<< Previous Save Partial Work Submit

ACTIVE

BACK TO DPS SAA Page

Texas Homeland Security

State Administrative Agency

Sample

Your submission for Hidalgo County has been sent.

Thank you!

The Authorized Official and POC (if indicated) should receive a confirmation email shortly, and a copy was automatically forwarded to your COG (if requested).

Please note that if all required documentation was not uploaded, it must be forwarded as soon as possible. The submission method indicated for this session was: **[pipe:34]**

If not uploaded please email to saa@dps.texas.gov; or fax to 512-206-3137.

Please provide this reference [redacted] in any correspondence relating to this submission. You may also submit a request for assistance if you have an issue.

Submit a new form

Richard Ozuna

From: form_engine@fs30.formsite.com on behalf of donotreply@dps.texas.gov [form_engine@fs30.formsite.com]

Sent: Tuesday, April 21, 2015 4:01 PM

To: [redacted]

Subject: 2015 Eligibility for: Hidalgo County - Received - [redacted]

Dear POC,

This email is confirmation that the Texas Homeland Security - State Administrative Agency is in receipt of **Hidalgo County** 2015 Eligibility Form.

If this form was submitted by someone other than the authorized official, a copy will be automatically forwarded to the authorized official (listed below). They will need to complete one final step to certify this submission.

Authorized Official: [redacted]

We strongly advise that you contact the authorized official to ensure they are aware of the importance of responding to this confirmation email. A link is listed in the message, and they must follow it to finish the eligibility submission process.

We are inlcuding an attached copy of the responses for your records. A copy will be automatically forwared to your region if it has been requested.

If you have any 2015 Eligibility Questions please submit a support request and we will follow up with you ASAP. Please reference form [redacted] in any correspondence to the SAA. Direct replies this email will not be received.

Regards,

THSSAA

Auto-Notification: Conf Email to POC

Reference #	[redacted]
This submission *	is a correction.
Please provide the reference number for the form you are correcting:	[redacted]
Type *	County
Region See Map *	21 - Lower Rio Grande Valley

Sample

	Development Council - LRGVDC
County *	Hidalgo County
Subgrantee *	Hidalgo County
Zip Code (Principle Administration Location) *	78539
DUNS Number: *	103110834
Please describe your role for the Subgrantee. *	I'm someone else
Authorized Official Title *	Judge
Authorized Official First Name *	[redacted]
Authorized Official Last Name *	
Authorized Official Email Address	
Phone Number *	956-318-2600
What best defines the Subgrantee / Point of Contact role? *	Police/Fire/EMS Staff
First Name *	[redacted]
Last Name *	
Title *	
Organization: *	Hidalgo County Sheriff's Office
POC Email Address *	[redacted]
Phone Number *	956-936-02[redacted]
NIMS Cert *	a) Is Compliant
EM Plans Cert *	a) Has Plan that Meets Requirements
A-133 Reporting Date *	c) December 31, [redacted]
A-133 Cert *	b) Did expend over $500,000
TRRN Cert *	a) Has entered all deployable equipment
In the subrecipient's preceding completed fiscal year, did the subrecipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and	No

Sample

subcontracts), loans, grants (and subgrants) and cooperative agreements? *	
Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986? *	Yes
DUNS-CCR-FF[illegible]A [illegible] *	Yes
Criminal Hist [illegible]t *	a) 90% or above

Sample

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 2014
LA JOYA POLICE DEPARTMENT

	ORIGINAL BUDGET		**1ST**	**2ND**
Overtime	43,973.04		21,986.52	21,986.52
Fringe Benefits	7,233.57		3,616.78	3,616.79
Vehicle Maintenance				
Equipment Maintenance				
Equipment				
One (1) Fully equipped police vehicle				
2015 Chevy Tahoe ppv	31,000.00		31,000.00	
Two (2) APX 6000	12,500.00		12,500.00	
P25 PortableRadios				
at 6250.00 ea.				
Fuel Cost				
Mileage	5,293.39		2,646.70	2,646.69
Other				
Travel				
TOTALS	**100,000.00**		**71,750.00**	**28,250.00**
FRINGE BENEFITS BREAKDOWN:				
FICA - 7.65%	3,363.94		1,681.97	1,681.97
Retirement - 5.0%	2,198.65		1,099.32	1,099.33
Unemployment Comp. - 0%	-		-	-
Workers' Comp. - 3.80%	1,670.98		835.49	835.49
TOTAL FRINGE BENEFITS	**7,233.57**		**3,616.78**	**3,616.79**

EXHIBIT “F”

Agency Cost Reimbursement Request Form and SAA Bulletins

HIDALGO COUNTY
Operation Stonegarden FY 14
Agency Cost Reimbursement Request
TAB A - Signature Page

Applicant name:	
Project Title:	**2014 Operation Stonegarden**
Type of Reimbursement	
Date Submitted	
Reimbursement Period Start date:	
Reimbursement Period End date:	
Grant Year	**2014**

Point of Contact:

Name	
Title	
Organization	
Email	
Telephone	
Fax	

Certification Authority:

Name	
Title	
Organization	
Email	
Telephone	
Fax	

Certification AuthoritySignature

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.

YOUR CITY NAME HERE
2014 OPERATION STONEGARDEN
OPSG 2014 Reimbursement Form (Individual)

GRANT #: EMW-2014-SS-00029

EMPLOYEE'S NAME	TITLE	HOURLY RATE

EMPLOYEE'S I.D. NUMBER

DATE	DESCRIPTION OF ASSIGNMENT	HOURS WORKED

(A) TOTAL HOURS WORKED	
(B) OVERTIME RATE	
(A*B) TOTAL COMPENSATION	
FICA	
RETIREMENT	
WORKER'S COMP	
UNEMPLOYMENT	
TOTAL REIMBURSABLE COSTS	

This is true and correct and to the best of my knowledge

EMPLOYEE (Print Name)	EMPLOYEE SIGNATURE

SUPERVISOR	CHIEF ADMINISTRATOR

5/21/2015 11:14 AM

Cost Reimbursement
Request Instructions

1) The participating Police Department shall submit a Cost Reimbursement Request due on or before the 15th 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) Summit 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). 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 January 30, 2016.

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.dps.texas.gov

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SAA Information Bulletin
No. 12-003
June 29, 2012
(REVISED) August 2, 2013

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: Machelle Pharr
Deputy Assistant Director

Subject: Federal Debarment and the Excluded Parties List System

Effective Date: August 2, 2013

Purpose

In an effort to provide assurance to the Federal Government that the State of Texas and its sub-recipients comply with Federal Executive Order12549, 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 https://www.SAM.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 Subrecipents 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 (https://www.SAM.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, 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 ELPS system prior to procuring or entering into contract(s) for any goods/services.

Each jurisdiction is required to include the EPLS verification with reimbursement or advance requests submitted after August 26, 2013 as part of the supporting documentation.

Example Policy:

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

Procedures for Documentation

Each subrecipient must be able to provide evidence that the debarment status of vendors has been verified before funds have been committed for a purchase or contract to the vendor. For purposes of HSGP reimbursements and advances a screen print of the SAM.Gov page indicating the vendor is not debarred provides that evidence.

Example Procedures:

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

1. Go to the EPLS Website (https://www.SAM.Gov).
2. The County/City Purchaser or their agent will search the EPLS system for the vendor.
3. If the vendor is found to be debarred, the vendor may not be used for procurements utilizing Homeland Security Grant Funds.
4. If the vendor is found not be debarred, print the screen page and retain with the procurement documentation.
5. A copy of the screen print indicating the vendor is not debarred, at the time of the procurement, must be included with the supporting documentation submitted to the Texas Homeland Security State Administrative Agency requesting reimbursement or advance.

SAA Monitoring

During monitoring and reviews, subrecipients must be able to provide proof of a written policy requiring verification of debarment status. Records of vendors verified 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.

*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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SAA Information Bulletin
12-004
May 24, 2012
Revised
April 8, 2014

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

From: Machelle Pharr
Deputy Assistant Director

Subject: Tagging and Inventory Requirements for Homeland Security Funded Equipment

Purpose: This information bulletin replaces GDEM-SAA Information Bulletin (IB) No. 2, dated August 10, 2006. This IB takes effect as of the revised date listed above. 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 - personal property costing $5,000.00 or greater per-unit and having an estimated useful life of greater than one year.

Controlled Asset - 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	Authority
• Stereo Systems	(UGMS, SPA)
• Cameras including Still, Digital, and Video	(UGMS, SPA, THSSAA)
• Facsimile Machines	(UGMS)
• TVs, VCRs, DVRs, and DVD Players	(UGMS, SPA)
• Cellular and Portable Telephones	(UGMS, THSSAA)
• Desktop CPU – Apple and non Apple	(SPA, THSSAA)
• Portable CPU – Apple and non Apple-including Tablet Devices	(SPA, THSSAA)
• Printer – Portable and non portable	(SPA,THSSAA)
• Data Projectors	(THSSAA)
• GPS Devices	(THSSAA)
• Communications Equipment	(THSSAA)
• Hand Held and Vehicle Mounted Radios	(THSSAA)

- Hand Held Imaging Units (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). All sub-recipients must comply with the following Equipment Management guidance:

Equipment Inventory Requirements

Asset records must be maintained and a physical inventory and reconciliation of Homeland Security grant funded assets must be accomplished at a minimum of once every two years as required by grant guidance. THSSAA requires sub recipients to track and record all required grant-funded Capital Assets and Controlled Assets in an inventory system. All assets acquired by the jurisdiction including capital and controlled (regardless of age) are to remain on the jurisdiction's inventory until final disposition has occurred.

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: "Bear 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 maker 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)

Annual Inventory Control Requirement

All sub recipients that have Homeland Security assets that have not been disposed of and carried on their inventory system, are required to complete an annual inventory control certification form. The form provides for certification that the jurisdiction has completed a full physical inventory and reconciliation of Homeland Security assets within the past two years. The form must be submitted and received at the THSSAA by **June 30th** each year. You must initial all four components and complete the fifth component to be fully compliant.

Jurisdictions who fail to submit the form by the due date are deemed non-compliant and subject to suspension as outlined in 44 CFR § 13.43(a) (1)-(4) and will result in holding of reimbursements until the certification form is received.

The inventory certification form is located at:
http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm

Forms can be submitted either by fax to: 512-206-3137 or e-mail to: saamonitoring@dps.texas.gov.

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

ANNUAL INVENTORY CONTROL REQUIREMENT

Name of Jurisdiction:	Date:

INSTRUCTIONS: Please initial on the left to certify each of the following statements. All four sections must be certified to be fully compliant. Please return completed document by June 30 to THSSAA monitoring at:
Fax-512-206-3137 or email SAAmonitoring@dps.texas.gov

I. Controlled and Capital Assets Acknowledgement

Initial here to certify: _____	My jurisdiction has listed all required homeland security grant funded assets on our local inventory in accordance with THSSAA information Bulletin No. 12-004. http://www.txdps.state.tx.us/director_staff/saa/documents/saa12-004.pdf

II. Tagging of Grant Funded Assets

Initial here to certify: _____	My jurisdiction has tagged all Homeland Security grant funded assets in accordance with THSSAA Information Bulletin No. 12-004 including the name of the jurisdiction and a unique identifying number.

III. Equipment Inventory Requirements

Initial here to certify: _____	My jurisdiction maintains a physical inventory of Homeland Security grant funded assets and captures the following information for all equipment in accordance with THSSAA Information Bulletin 12-004. A. Description of the asset B. Serial number or other identification number C. Source of the asset D. Who holds the title E. Acquisition date F. Cost of the asset G. Percentage of federal participation in the cost of the asset H. Location I. Use J. Condition of the Asset K. Any ultimate disposition data including the date of disposal and sale price L. Control or Inventory Number (*Reference: A-133 Compliance supplemental, 44 CFR 13.32, UGMS*)

IV. PHYSICAL INVENTORY RECONCILIATION

Initial here to certify: _____	My jurisdiction has completed a full physical inventory and reconciliation of assets within the last 24 months in accordance with regulations. Our last physical inventory was conducted: _____

V. AUTHORIZED SIGNATURE(S)

Print Name of Jurisdiction/Organization	
Printed Name of Chief Elected Official, Chief Executive Officer, Or Chief Financial Officer	
Title (Judge, Mayor, ED, City Manager, CFO)	
Signature	
Date	

This form is located at: http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm

TEXAS DEPARTMENT OF PUBLIC SAFETY

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SAA Information Bulletin
No. 11-005
June 2, 2011
REVISED August 2, 2013

To: All Councils of Government
All Texas State Homeland Security Grant Program Points of Contact
All Urban Area Security Initiative (UASI) Points of Contact

From: Machelle Pharr
Deputy Assistant Director

Subject: Supporting Documentation for Grant Expenditure Reimbursement Request

Effective Date: August 2, 2013

This information bulletin provides guidance as to what is considered acceptable documentation in support of expenditures for which reimbursement is requested. This revision supersedes revised SAA Information Bulletin 11-005 issued July 31, 2012. This Information Bulletin encompasses necessary supporting documentation to be submitted by sub-recipients of Homeland Security grant funds seeking reimbursement from the Texas Homeland Security State Administrative Agency (THSSAA) for grant-related expenditures.

All expenditure requests must have THSSAA approval prior to purchase. Requests for reimbursement should be submitted to the THSSAA at the earliest possible opportunity. This will allow for the THSSAA to draw down funds in a timely manner. All minimum supporting documentation requirements must be met when submitting expenses to the THSSAA for reimbursement. Omitting the proper supporting documentation will result in delay and possible denial of the reimbursement request. See the attached matrix for a list of documentation requirements.

Three Way Match: Generally Accepted Accounting Principles require that expenditures be properly supported. When assembling documents for payment of goods and services, the three way match rule should be followed. The three-way match requires an invoice, a purchase order and either a packing slip or a receiving report.

Three Way Match refers to the comparison of the quantities, price per unit, terms, etc. appearing on the vendor's invoice to the information on the purchase order, and to the quantities actually received.

> Chapter II, ATTACHMENT A, Section C paragraph 1.j.of the Uniform Grant Management Standards (UGMS) states: "Be adequately documented. Documentation required may include, but is not limited to, travel records, time sheets, invoices, contracts, mileage records, billing records, telephone bills and other documentation that verifies the expenditure amount and appropriateness to the grant."

To eliminate errors, the purchase order and packing slip (if provided by shipper) should be stamped as received, with the initials of the individual verifying the quantities received. If a receiving report is used, it should reference the Purchase Order number. The invoice should be matched to the packing slip and purchase order to ensure the quantities ordered were received and invoiced at the agreed upon price. The invoice should be notated to indicate it was paid, the date paid, and with a reference to a check number, Automated Clearing House (ACH) routing number, or other means of payment used.

Purchase Orders: The THSSAA recognizes there may be limitations in the procurement processes followed by some entities. If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official or individual who signed the grant award documents stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity.

Once this certification is received at the THSSAA, the entity must have a person sign and date invoices and indicate the item(s) were received. This is in place of matching the item(s) from the packing slip to a purchase order and invoice. When the reimbursement request is submitted to the THSSAA, a comment should be made in the Notes section of SPARs that this entity does not issue purchase orders and certification is on file with the THSSAA.

If the entity later begins issuing purchase orders or purchase agreements, they should notify the THSSAA and provide a copy of the local policies and procedures.

When contracts are being used in lieu of a Purchase Order, ensure the procurement process is accomplished in accordance with the Uniform Grant Management Standards Part III Subpart C.___.36; 44 CFR Ch 1 § 13.33 and § 13.36; and, any jurisdictional procurement policies.

Sub-grantees are also referred to THSSAA Information Bulletin No. 11 dated March 3, 2009 regarding Sole Source procurement requirements.

The three way match will work for purchases of most goods and services. However, contracts that include deliverables should be supported by certification the deliverable received complied with the contract specifications.

To ensure compliance with the Executive Order 12549 "Debarment and Suspension", any request for reimbursement or hardship advance must be supported by proof the vendor or contractor is not listed on the Excluded Parties List System (EPLS) prior to making the purchase or entering into a contract. To confirm the vendor is not on the list, the sub-recipient must print a copy of the search

results from the EPLS (https://www.SAM.gov/) and retain the results. The verification must be provided to the THSSAA as part of the supporting documentation when requesting reimbursement or an advance effective with any request submitted after August 23, 2013. This requirement is applicable to all procurements or contracts for goods or services related to Homeland Security Grants. See also SAA Information Bulletin 12-003.

Grant Matching Requirements. For grants that require proof of match, supporting documentation should contain sufficient detail to ensure Grant Coordinators can be assured the expenditure meets the match requirements. Grant guidance should be followed in determining allowability. If any questions arise, they should be directed to your Grant Coordinator.

Travel: Travel should be in accordance with the local travel policies of the employee's jurisdiction. If the jurisdiction does not have a written policy, then the Federal guidelines presented on the GSA website must be followed.[1]

In addition to the above, Travel expenditures require other special considerations and documentation.
Travel expenses must be supported by sufficient information to determine:

1. the travel was approved before commencement;
2. expenses incurred are allowable;
3. expenses above the generally allowed amounts were approved prior to commencing travel; and,
4. how the travel supports the grant.

For out-of-state travel, specific written approval is required from the Chief Elected Official/Chief Executive Officer or their properly designated representative. The information required of in-state travel is also required for out-of-state travel.

International travel requires specific written approval from the THSSAA and the Department of Homeland Security Program Directorate. Travel requests for international travel should be submitted in letter format with sufficient justification to ensure the necessity is clearly understood.

In all cases, any request for travel must be approved prior to commencement of the travel. Failure to obtain this approval may result in denial of the reimbursement.

Payroll Reimbursement: Reimbursement of payroll cost for backfill or overtime must be supported by timesheets and proof of payment to the employee. Copies of the payroll journal certified by the Payroll Officer or Chief Financial Officer may be submitted as proof of payment for payroll cost.

The attached table provides minimum supporting documentation requirements acceptable for submission to THSSAA for reimbursement.

In addition, jurisdictions receiving Operation Stonegarden funds are referred to SAA Information Bulletin 12-005 for additional information and guidance.

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[1] Go to the following link for general rules for Per Diem expenses:
http://www.gsa.gov/portal/ext/public/site/FTR/file/Chapter301p011.html/category/21868/#wp1089939

If you have any questions regarding this guidance, please contact the THSSAA Grant Technician for your region.

Category	Acceptable Supporting Documentation and Other Key Documentation Reminders
General	• Submissions for reimbursement should be limited to ten (10) line items or less per reimbursement request submission. • Do not mix projects on a submission. • Do not combine and resubmit denied submissions. • Do not submit multiple reimbursement requests for the same invoice, unless they are for -different projects. • Omitting the proper supporting documentation will result in denial of the reimbursement request. • **If the Sub-grantee enters into an agreement with others using Federal Grant Funds, the Sub-grantee must ensure the other parties understand they are bound by the same documentation rules as the Sub-grantee.** • For all goods and services a receiving report or signature of the individual receiving the goods or services and date received must be reflected on the Purchase Order or invoice. For Procurement Card purchases Purchase Orders are not required to be submitted if Purchase Orders are not required by local rule for that type of purchase. • If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official or individual who signed the grant award documents stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity. Not using purchase orders or purchase agreements does not relieve the entity from ensuring vendors used are not on the Excluded Parties List (EPLS). • **Evidence of verification the vendor used was not on the debarred list must be obtained by printing the Excluded Parties List (EPLS) search results from https://www.SAM.gov prior to making the purchase or issuing a contract. The results must be submitted as part of the supporting documentation when requesting reimbursement or an advance for goods or services. This requirement applies to all reimbursement or advance request submitted to the Texas Homeland Security State Administrative Agency (THSSAA).** • Please submit your signed submission cover sheet and the supporting documentation by either scanning all documents into SPARS or by emailing the coversheet and supporting documentation to SAA_RR@txdps.state.tx.us or fax to 512. 206-3137. (Please note there is an underscore between SAA and RR.) If you only submit the Signed Submission Coversheet by email or fax, indicate on the coversheet that the supporting documentation was uploaded in SPARS • If you do not have scanning capabilities, you may fax your Signed Submission Cover sheet with the supporting documentation to (512) 206-3137 to the attention of your Grant Technician. • * Options other than the cancelled check: You may submit a copy of the non-negotiable bank instrument in lieu of a cancelled check, but it must be accompanied by the detailed general ledger or equivalent report showing payment to the vendor.
Salary	• Copy of the payroll journal for the period reimbursement is being requested, listing the individual's name, and rate of pay. The page should also be certified by the Payroll Officer. (Redact SSN) • For overtime, copies of timesheets and work schedules must be provided. • For new hires, a copy of the job description must be submitted with the first request for reimbursement that includes the new hire.
Travel	• As prescribed by UGMS and 44, CFR local travel rules apply if established. If not, the Federal guidelines shown on the GSA website apply. • Written travel authorization documenting approval by the local entity prior to commencement of the travel • Travel voucher with all supporting documents required by local travel rules (i.e., airline ticket, gasoline receipts, meal receipts, transportation receipts, lodging receipts, tips, and the written approval.) • Accounting ledger/budget report listing indicating payment. • Effective for travel commenced after July 20, 2012, lodging cost in excess of Federal Per-diem rates will not be reimbursed unless the local authority has approved the higher rate prior to commencement of travel. • All out-of-state travel must be pre-approved by the local elected official, or the elected officials' designee, prior to commencement. Foreign travel must be approved by SAA and DHS prior to commencement.
Supplies	• Three way match (invoice, purchase order, receiving report).The invoice should be stamped paid and reference to, either a check number, ach routing number, or the means of payment used, and date. • Copy of the cancelled check.* • If the three way match information is not available the following should be provided: - Accounting ledger/budget report/cancelled check - Invoice marked paid and signed by the receiving individual and that all items were received. - A copy of the credit card statement reflecting the purchase and the cancelled check paying the balance. * • If an order is made via the internet and payment is made by credit card, provide a copy of the internet receipt and the confirmation email.
Equipment	Must be preapproved by SAA prior to purchase.

	• The purchase order or contract used for procurement of equipment must provide a full description of the equipment item(s) • Any Interoperable equipment such as radio/repeaters/based stations/consolettes/towers must include the approval of the State Wide Interoperable Communications Officer (SWIC) • Ensure compliance with the Federal Environmental Planning and Historical Preservation (EHP) program before procurement. • The EPH forms can be downloaded from the FEMA website at: http://www.fema.gov.government/grant/bulletins/index/shtm
Contract Services	• The first reimbursement request must contain a copy of the signed contract and the verification of debarment. ♦ If subsequent contract amendments change the scope and/or the amount, the revised signed contract must be submitted for the first reimbursement request subsequent to the amended contract. • Copy of the cancelled check and the vendor invoice reflecting the contract number.* • If deliverables are required by the contract, the reimbursement request must identify the deliverable and the vendor invoice must specifically reflect the deliverable being invoiced. • Accounting ledger/budget report listing/cancelled check • All payments for contractual services must reflect a date within the grant performance period. If the invoice reflects services outside the performance period, reimbursement will be denied.
Conferences/ Workshops/ Training	• Copy of the registration form and training certificate Name of the conference or workkshop • Inclusive dates of the training/conference workshop • Location of the event • Name(s) of the attendee(s) • For payments made by credit card, a credit card statement reflecting the charge and a copy of the cancelled check or EFT reflecting the payment of the credit card statement.* • Backfill charges must have: -the name of the individual used as a backfill -a breakdown of the amount and how it was derived -documentation supporting this information • If training reservation is made via the internet and payment is made by credit card, provide a copy of the internet receipt and the confirmation email. The purchase order should also be provided.
Exercises	• Name, type of exercise and location • Certificate from exercise, if offered. If a certificate is not offered, a copy of the order to participate in the exercise • Accounting ledger/budget report with attendee's name

Operating Expenses	• Postage, printing, communications, rental software, etc. Use the Cost Reimbursement Form (CRF) and supporting documentation identifying each charge for which reimbursement is being requested. For salaries, copies of the timesheets and proof of payment must be submitted. All other costs must be supported with the same documentation identified in the supplies and equipment areas above. Direct charges for phones, office supplies, equipment, etc., that are easily identified and relating to the operation of the COG must be supported by invoices, proof of receipt, and proof of payment. Indirect cost, where the costs are allocated based on approved indirect cost plan should be supported by a copy of the General Ledger.
	• If requesting reimbursement for indirect cost, provide a copy of the approved Indirect Cost Plan. Only one copy of the plan is needed unless the basis of the costs changes. Afterwards, provide a copy of each year's approval letter with the rates.
For jurisdictions receiving Operation Stonegarden Funds, please refer also to THSSAA Information Bulletin 12-005	

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SAA Information Bulletin
No. 12-007
July 31, 2012

To: All Sub-recipients of Operation Stonegarden Grant Program Funds
From: Machelle Pharr, Deputy Assistant Director

Subject: Operation Stonegarden Grant Program

This information bulletin provides additional guidance in support of expenditures for which reimbursement is being requested under the Operation Stonegarden Grant Program. The content of this bulletin is effective July 31, 2012. This Information Bulletin supersedes TDEM-SAA Information Bulletin #15 issued January 11, 2010.

The Texas Homeland Security State Administrative Agency (THSSAA) is responsible for ensuring all expenditures, for which reimbursement is being requested, are reasonable, allowable and allocable. The THSSAA is guided by Office of Management and Budget (OMB) Circular A-87 in making this determination.

Chapter II, ATTACHMENT A, Section C paragraph 1.j of the Texas Uniform Grant Management Standards (UGMS) requires expenditures to be adequately documented. The reference states: "Documentation required may include, but is not limited to, travel records, time sheets, invoices, contracts, mileage records, billing records, telephone bills and other documentation that verifies the expenditure amount and appropriateness to the grant."

Operation Stonegarden Grant recipients are prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved by the appropriate U.S. Customs and Border Patrol (USCBP) Sector Representative, U.S. Customs and Border Patrol (CBP) Sector Headquarters (HQ), and the Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Grant Development and Administration Division (GD&A) Program Analyst.

In addition, Operation Stonegarden Grant Recipients must have submitted the expenditure request into SPARs and obtained THSSAA approval prior to purchase or incurring an expense.

Sub-grantees are reminded that Operation Orders do not carry forward to a new grant. Each Operations Order is specific to the award and award year of the grant.

The U. S. Department of Homeland Security states that Operation Stonegarden funds may be used:

- to activate reserve State, local and Tribal law enforcement personnel
- to pay current part time law enforcement personnel salary bringing them to full time status
- for travel, per-diem and lodging to support up to a six (6) month deployment of law enforcement personnel to critical Southwest Border locations to support operational activities
- for fuel and/or fuel mileage reimbursement cap for operational activities
- for backfill costs for personnel supporting operational activities are allowable
- to support a request to the Governor to activate, deploy or redeploy specialized National GuardUnits/Packages and/or elements of State law enforcement to increase or augment Specialized/technical law enforcement elements operational activities
- to increase operational, material and technological readiness of State, local and Tribal law enforcement agencies.

However, prior to expending any OPSG funds, these categories must be included on an operations order that has been reviewed and approved by the appropriate USCBP Sector Representative, CBP Sector Headquarters (HQ), and the FEMA/GPD&A Program Analyst.

Sub-recipients are reminded that under FEMA grant guidance, no more than 50% of the amount of the award may be used for personnel costs (which includes, but is not limited to: overtime, backfill, and increasing capability by utilizing part-time and/or reserve law enforcement to support OPSG operational activities). This requirement may be waived at the discretion of the FEMA Administrator on a case by case basis, after receipt of a written request. The format for a waiver request can be found in Grant Programs Directorate Information Bulletin No. 321, dated July 09, 2009.

Payroll cost related to Operation Stonegarden funding is limited to operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for increased border security enhancement; cost of bringing part-time employees up to full time; or, cost associated with backfill for personnel supporting operational activities. Overtime hours are determined based on the local jurisdictions written overtime policy. That policy must be applied consistently across all funding sources whether they are Federal, State or local. If the jurisdiction indicates they are using the Fair Labor Standards Act (FLSA) or Department of Labor rules for their overtime policy, those rules will be applied to the overtime hours reported in the reimbursement request. For overtime calculated under the FLSA, paid leave is not allowable in the calculation of overtime, including comp time. For sub-recipients that have an Interlocal Cooperative Agreement, a Memorandum of Understanding or any other form of contract with other jurisdictions, the overtime policies of the sub-recipient receiving the award from the THSSAA is the controlling factor in determining calculation of overtime. The jurisdictions entering into the interposal agreement will be reimbursed based on the awarded sub-recipients overtime policy.

Request for reimbursement of payroll cost must be supported by timesheets, and proof of payment to the employee. **Request for reimbursement of overtime, backfill or cost of bringing part-time employees up to full time, shall only be for positions specifically identified in the operations order.** Copies of the payroll journal certified by the Payroll Officer or Chief Financial Officer must be included for each payroll reimbursement request submitted. Payroll reimbursements should be submitted monthly based on the ending date of the payroll period. For consistency, we have provided a form for use in submitting payroll reimbursement requests. Use of this form and

submission of the proper supporting documentation will facilitate timely reimbursement. Submission of multiple months on the same request will result in the denial of the request. The request will be returned and a separate reimbursement request must be submitted for each month included on the original request.

Unless otherwise authorized by FEMA/DHS, jurisdictions may not claim both mileage and fuel/vehicle maintenance at the same time. Mileage reimbursement is designed to include the costs for vehicle maintenance. If fuel is claimed, then vehicle maintenance may also be claimed. However, you cannot claim fuel and maintenance in addition to mileage. Note that on any operations order, (1) mileage must be listed as a budget item by itself, but not fuel and vehicle maintenance OR (2) fuel and vehicle maintenance can be listed as budget items, but not mileage. The AEL codes for these categories, when submitting expenditure requests are as follows:

(21OS-01-MILE) Mileage reimbursement for select operational expenses
(21OS-01-FLSG) Fuel reimbursement for select operational expenses
(21OS-01-MRSG) Reimbursement for select operational expenses associated with maintenance of Stonegarden operational vehicles

Mileage reimbursements should be submitted monthly on the appropriate form. For consistency, we have attached a form to be used for mileage claims.

Local governments receiving a grant from the THSSAA are responsible for ensuring all subcontractors are aware of and follow all grant requirements.

For reimbursement of equipment, the equipment must be included in the budget narrative submitted to Customs and Border Patrol and Department of Homeland Security included on the approved Operations Order.

The THSSAA recognizes there may be limitations in the procurement processes used by some entities. If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official, or individual who signed the grant award documents, stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity.

Documentation submitted in support of the reimbursement request must be in accordance with THSSAA Information Bulletin 11-005 (Revised July 2012).

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SAA Information Bulletin
No. 15-001
November 5, 2014

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

From: Garry Jones
Deputy Assistant Director

Subject: Allowability and Clarification of Weapons and Weapons Accessories

Effective Date: November 5, 2014

Purpose: This information bulletin provides clarification as to what is considered allowable and unallowable in regards to weapons and weapons accessories for sub-recipients of Homeland Security Grant Program (HSGP) funds seeking reimbursement from the Texas Homeland Security State Administrative Agency (THSSAA).

Scope: This information bulletin applies to all entities submitting expenditures that are partially or entirely funded with Homeland Security Grant Program funds.

Guidance: "Per FEMA policy, the purchase of weapons and weapons accessories is not allowed with HSGP funds" *(e.g. see the 2014 Homeland Security Grant Program Funding Opportunity Announcement – Unallowable Costs (page 57)*. However, accessories that are commonly associated with them may be allowable. The following general guidelines are used to determine allowability:

1. Is the item designed to be a lethal or less lethal weapon?
2. Is the item designed to be attached to a lethal or less lethal weapon?
3. Is the item's primary use to enhance the lethality of a weapon?
4. How will the item be used?

Determination Examples:

1. The City of X would like to purchase night vision and subject designator devices for their SWAT Team. They request the following equipment:

    A. Weapon Mounted Night Vision Device
    B. Omega Night Vision Binoculars
    C. Weapon Mounted LED Mini Integrated Pointing Illumination Module

    Items A and C would be unallowable because they are designed to attach to a weapon and enhance the lethality. However, item B would be allowable because it does not attach to a weapon nor enhance the lethality of the weapon.

2. The City of Z would like to outfit their SWAT Team with new body armor and accessories. The pouches are planned to be purchased separately in order to customize the vests for their specific needs. They request the following:

    A. Armored Vest and Plate Carrier
    B. Level IV Hard Armor Plate
    C. Large Utility Pouch
    D. Medical Pouch MOLLE
    E. Radio Pouch
    F. Double Mag Pouch
    G. 2 Point Padded Sling

    Items F and G are unallowable. Item F because it holds the ammunition and therefore enhances the lethality of the weapon and item G is unallowable because it is designed to attach to a weapon and item. The other items are allowable.

Additional Allowability Examples and Restrictions:

1. If you are planning on using a device that can attach to a weapon in a detached mode only, it is still unallowable. An example would be if you are purchasing a spotting scope that attaches to a rifle but you are attaching it to a gun stock that has no trigger mechanism, it is still unallowable.
2. If you purchase a device (e.g. night vision) that can be attached to any rifle accessory (e.g. rifle scope) it would also be unallowable.
3. Some weapons related trainings are not allowable:
    a. Weapon specific training (e.g. sharp shooter/sniper training)
    b. Training where live rounds are being used will be reviewed on a case by case basis by the SAA for allowability. *(also see #7 below)*
    c. Training that is not FEMA approved.
    d. Basic law enforcement training (e.g. law enforcement academy training or other routine training for law enforcement officers)
4. Most weapons and weapon accessories are restricted and may only be purchased for a NIMS typed team. Refer to the Responders Knowledge Base (RKB) under the Allowable Equipment List (AEL) Codes for more information.
5. Some equipment may require additional prior approval by FEMA on a case by case basis (e.g. simunitions, specialized training devices, training, etc.).
6. **All expenditure requests must have THSSAA approval *prior to purchase*.**
7. ***No ammunition* will be purchased with HSGP funding for any reason.**

General Allowability Chart:
This chart is just a reference and not all inclusive. If there is an item not listed and/or you have questions about an Item, please call your Grant Coordinator for assistance.

Item Name	Allowable	Unallowable	Reason(s) 1. Weapons mountable 2. Enhances the lethality 3. Weapon/Less lethal Weapon
Armor Plate	X		
Armored Vest	X		
Batons		X	3
Binoculars	X		
Bi-pods and Tri-pods (Non Weapon Mounted)	X		
Bi-pods and Tri-pods (Weapon/Rail Mounted)		X	1
Energetic Materials (explosive materials)	The SAA will review on a case by case basic and will follow FEMA's Policy #FP 104-008-207-1 on Energetic Materials for bomb squad training only. (Policy Link)		

Item Name	Allowable	Unallowable	Reason(s) 1. Weapons mountable 2. Enhances the lethality 3. Weapon/Less lethal Weapon
Flashbangs/Grenades		X	3
Gun Racks		X	1,2
Guns		X	3
Holsters (Gun or Taser)		X	1,2
Laser Pointing Device (Non Weapon Mounted)	X		
Laser Pointing Device (Weapon/Rail Mounted)		X	1,2
Laser Range Finders (Non Weapon Mounted)	X		
Laser Range Finders (Weapon/Rail Mounted)		X	1,2
Long Range Acoustic Device (LRAD)	LRAD's will be reviewed on a case by case basis by the SAA. ***NOTE:*** *The SAA may require the sub-grantee to submit a certification indicating the device will not be used as a less lethal weapon.*		
Night Vision Binoculars	X		
Night Vision Device (Non Weapon Mounted)	X		
Night Vision Device (Weapon/Rail Mounted)		X	1,2
Night Vision Scopes (Non Weapon Mounted)	X		
Night Vision Scopes (Weapon/Rail Mounted)		X	1,2
Pintle Mounts		X	1,2
Plate Carrier	X		
Pointing Illumination Module - Flashlight (Non Weapon Mounted)	X		
Pointing Illumination Module - Flashlight (Weapon/Rail Mounted)		X	1,2
Pointing Laser Module (Non Weapon Mounted)	X		
Pointing Laser Module (Weapon/Rail Mounted)		X	1,2
Pouch - Radio	X		
Pouches - Flashlight	X		
Pouches - Mag		X	2
Pouches - Medical	X		
Pouches - Utility	X		
Slings (Non Weapon Mounted)	X		
Slings (Weapon Mounted)		X	1,2
Spotting Scopes (Non Weapon Mountable)	X		
Spotting Scopes (Weapon/Rail Mounted)		X	1,2
Tasers		X	3
Thermal Scopes (Non Weapon Mountable)	X		
Thermal Scopes (Weapon/Rail Mountable)		X	1,2
Thermal Vision Device (Non Weapon Mounted)	X		
Thermal Vision Device (Weapon/Rail Mounted)		X	1,2
Training - FBI Bomb squad (FEMA approved)	X		
Training - SWAT Sniper		X	2
Other Less lethal Weapons		X	1,2

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THSSAA Information Bulletin
No. 15-002,
April 2, 2015

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: Garry Jones
Deputy Assistant Director
Texas Homeland Security State Administrative Agency (THSSAA)

Subject: Use, Disposition, Pass-through and Loan of HSGP Funded Equipment

Attachment: (1) SF-428, SF-428c, and SF-428s Forms
(2) Equipment Pass-Through Form
(3) Equipment Loan Form

Purpose:

This Information Bulletin clarifies the use of and process to dispose of, pass-through or loan grant purchased equipment and replaces THSSAA Information Bulletin #3 issued August 31, 2006 and THSSAA Information Bulletin #11-001 issued March 2, 2011. This will apply to all Homeland Security grant-funded equipment that is either noted as a capital asset or a controlled asset per THSSAA Information Bulletin# 12-004.

In some cases sub-recipients are required to request disposition instructions for equipment acquired with grant funds (acquired equipment) when original or replacement equipment is no longer needed for the original program or for other activities currently or previously supported by a Federal agency. Sub-recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the Federal government.

Sub-recipients may pass-through equipment procured with grant funds to a project participant to carry out grant-funded activities.

Sub-recipients may temporarily loan equipment procured with grant funds to a governmental or non-governmental entity to carry out or support grant-related activities.

Definitions:

Acquired Equipment – Equipment purchased with grant funds.

Fair Market Value – An estimate of the market value of a property, based on what a knowledgeable, willing, and unpressured buyer would probably pay to a knowledgeable, willing, and unpressured seller in the market. An estimate of fair market value may be founded either on precedent or extrapolation.

Passed-through Equipment – Equipment procured by a sub-recipient on behalf of a project participant or equipment purchased by a project participant and reimbursed by a sub-recipient to carry out a grant-funded project.

Project Participant – an entity participating in a grant-funded program that purchases or is reimbursed for equipment or other services as a direct result of their relationship with a sub-recipient in an effort to carry out grant-funded activities.

Receiving Entity – The recipient of passed-through or loaned assets.

Sub-recipient – an entity that receives a sub-award from the Texas Homeland Security State Administrative Agency to carry out all or part of a grant-funded program.

Written Appraisal – A report or document stating, based on an educated and professional opinion, the Fair Market Value of an asset.

Equipment Use

Per 44CFR § 13.32 (c), grant-funded equipment shall be used by the sub-recipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal funds.

When no longer needed for the original program, the equipment may be used in other activities currently or previously supported under a federal grant or sub-grant.

Passed-through Equipment

Acquired equipment may be passed-through from a sub-recipient to a project participant to carry out grant-funded activities under the following conditions:

- A memorandum of understanding (MOU) exists between the sub-recipient and the project participant (see section below for MOU requirements).
- The project participant must meet the same THSSAA eligibility criteria as the sub-recipient (see http://www.txdps.state.tx.us/director_staff/saa/documents/genHSGPEligInstr.pdf for general eligibility requirements). It is the responsibility of the sub-recipient to verify the eligibility of the project participant. The sub-recipient may be required to refund the cost of any equipment purchased with grant funds if it is determined that the project participant did not meet all eligibility requirements.
- The sub-recipient is responsible for notating on their inventory log, at a minimum, the following information for each passed-through equipment item:
    - A description of the asset

- A serial number or other identification number (Should match serial number or ID number recorded on project participant's inventory log.)
- The location of the equipment
  - The location may be referenced as the project participant's jurisdiction
  - A notation and the date that the equipment item was passed-through to a project participant

  Example Location Entry: Pass Through to Sample County on 1/15/15

- The sub-recipient must maintain, at a minimum, the above referenced information on their inventory list until notification is received from the project participant that the equipment has been properly disposed of.
- The project participant becomes responsible for any aspects of the asset including inventory control, disposition, and complying with all grant requirements as noted in the MOU.

The corresponding THSSAA Passed-through Equipment Form must be completed under all conditions for all controlled or capital assets as defined by THSSAA IB 12-004. A copy of the THSSAA form must be retained by both parties.

Loaned Equipment

Acquired equipment may be temporarily loaned to a governmental or non-governmental entity to carry out or support grant-related activities under the following conditions:

- A memorandum of understanding (MOU) exists between the sub-recipient and the receiving entity (see section below for MOU requirements).
- The receiving entity of loaned equipment must meet the same THSSAA eligibility criteria as the sub-recipient see http://www.txdps.state.tx.us/director_staff/saa/documents/genHSGPEligInstr.pdf for general eligibility requirements). It is the responsibility of the sub-recipient to verify the eligibility of the receiving entity.
- Equipment is loaned for a temporary time period for the purpose of a recent or immediate upcoming event. There is no intention by the sub-recipient to have the receiving entity keep the equipment.
- The sub-recipient retains responsibility for all aspects of the asset, including inventory control, disposition and complying with all grant requirements.

Some governmental entities in the State of Texas find it necessary in the furtherance of their Emergency Operations Plan to loan equipment to non-governmental responding entities. Some examples would be: school districts, not for profit organizations, volunteer fire departments, etc. In consultation with the Department of Homeland Security, following are additional eligibility requirements for loans to non-governmental entities:

- The non-governmental entity must be an emergency response or public safety agency.
- The sub-recipient in receipt of Homeland Security grant funded equipment must determine the non-governmental entity is included in the Emergency Operations Plan of a governmental jurisdiction. This plan must meet and be maintained at no less than the intermediate preparedness level required for HSGP grant eligibility and be on file with the Texas Division of Emergency Management (TDEM).

- The non-governmental entity must comply with HSPD-5, Management of Domestic Incidents, the adoption of the National Incident Management System (NIMS), a requirement to receive Federal preparedness assistance through grants, contracts, and other activities.
- It is allowable for a NIMS compliant organization to purchase equipment which is then used by others via a Memorandum of Understanding. Such an arrangement would be appropriate when a governmental entity wants to ensure that its organizations, included in their Emergency Operations Plan, with fewer resources can still effectively respond. The receiving entity(ies) should have a plan indicating whether and/or how they address the NIMS recommendations for Non-governmental entities.

The corresponding THSSAA Equipment Loan Form must be completed under all conditions for all controlled or capital assets as defined by THSSAA IB 12-004. A copy of the THSSAA form must be retained by both parties.

Emergency Loan Conditions:

In the event of a time sensitive situation where time spent verifying eligibility may endanger life or property, equipment may be loaned for mutual aid immediately but for a period of **not more than 60 days** without the need to verify eligibility. The sub-recipient will complete the (Equipment Loan Form) and retain it in their files.

Example: A storm hits a small community and has knocked out power. Generators are needed to help power a local hospital. Time is of the essence and a jurisdiction would not need to verify eligibility before moving the equipment. The generator will only be needed for a few weeks until power is restored.

Memorandum of Understanding (MOU) for Passed-Through or Loaned Equipment:

A sub-recipient who passes-through or loans procured equipment to another eligible jurisdiction or non-governmental entity must develop and complete an MOU for all controlled and capital assets as defined in SAA IB# 12-004.

The MOU must include:

1. The basis of the agreement.
2. Signature and date of both parties.
3. Details of the equipment to include: Description, Control number, SER/VIN number, Model number, Acquisition date and Unit cost.
4. Responsible party for the care, custody, control, maintenance, disposition and use of the equipment including but not limited to:
    a. Inventory control of any equipment loaned to a non-governmental entity in accordance with THSSAA Policy and the Uniform Grant Management Standards.
    b. Maintaining any issued equipment in good working order.
    c. Ensuring the equipment is used only as allowable under the grant and in the furtherance of the Emergency Operations Plan.
    d. Ensuring the sub-recipient is notified when passed-through equipment is disposed of by a project participant.

The MOU must be retained by both the receiving entity and the sub-recipient.

Equipment Disposition – Approval Required

Approval to dispose of equipment with a current per unit fair market value (FMV) of $5,000 or more is required in the following circumstances:

- The original sub-grant from which the equipment was purchased is still open (active).
- Original or replacement equipment acquired under a sub-grant is lost, destroyed, or stolen and insurance proceeds to purchase or offset the cost of a replacement are available.
- Original or replacement equipment acquired under a closed grant or sub-grant is no longer needed for the original program or for other activities currently or previously supported by either the Federal awarding agency under which the equipment was originally procured or any another Federal agency.
- When original or replacement equipment is sold the awarding agency shall have a right to an amount calculated by multiplying the current FMV or proceeds from sale by the awarding agency's share of the equipment:

  (FMV) X THSSAA's percentage (%) share of the original equipment acquisition cost.

  Example 1: Equipment Purchased Using 100% Grant Funds
  Current fair market value (appraisal) = $6,300.
  Formula: $6,300 X 100% = $6,300
  THSSAA would be entitled to the full $6,300.

  Example 2: Equipment Partially Purchased with Grant Funds
  Current fair market value (appraisal) = $6,300
  Percent that grant funds contributed to original purchase: 75%
  Formula: $6,300 X 75% = $4,725
  THSSAA would be entitled to $4,725

Equipment Disposition - No Approval Required

A disposition request is NOT required if the grant-funded equipment meets any of the following conditions:

- The current per unit fair market value of the equipment is less than $5,000.
- It is being used by the program for which it was originally acquired, regardless of whether or not the program is still receiving federal grant funds.
- The original sub-grant under which the equipment was purchased is closed and it is being used by another program within the jurisdiction/agency, region, or state that has received federal grant funds.

When no longer needed for the original program, the equipment may be used in other activities currently or previously supported under a federal grant or sub-grant. Note: Disposing of equipment by transferring to other federally funded programs implies the equipment is no longer necessary within the original grant program. As a result, THSSAA may not consider funding requests for similar equipment purchases from a sub-recipient who has transferred equipment in this manner for a period of time similar to the typical useful life of the transferred equipment.

- First preference for other use shall be given to programs currently or previously supported by grants from the federal awarding agency that sponsored the grant under which the equipment was procured.

For example, if the equipment was procured under the federal Homeland Security Grant Program from the Department of Homeland Security, Federal Emergency Management Agency (FEMA), then first preference must be given to other programs funded by FEMA in the order referenced below:

- Sub-recipients should first **review needs within their jurisdiction/agency** to determine if any programs supported by FEMA could use the equipment.
- If no programs within the jurisdiction/agency need the equipment then sub-recipients should **consult with the COG/UASI to review needs** within the region.
- If no programs within the COG/UASI region need the equipment then sub-recipients should **consult with THSSAA** to determine if the equipment could be used within any TXDPS programs funded by FEMA or within a program located within another region of the state.

- Next preference for other use shall be given to programs currently or previously supported by any other federal awarding agency. This includes any program that has received federal funds through a grant or sub-grant from any federal agency. Consideration must be given to other programs that are receiving or have received federal funds in the same order referenced above.

The sub-recipient must document the disposition date on their equipment inventory log and maintain documentation supporting decisions allowing for equipment use based on the preferences listed above.

Equipment Disposition Request Procedure:

A Tangible Personal Property Report (SF-428), Disposition Request (SF- 428c), and Supplemental Sheet (SF-428s) are required to request disposition instructions or report disposition for equipment with a current per unit FMV of $5,000 or more. A written appraisal of FMV must be included with the forms.

- The sub-recipient or receiving entity of passed-through equipment must submit the forms and written appraisal to the THSSAA Monitoring Section at SAAMonitoring@dps.texas.gov.
- If applicable as noted in the grid below, THSSAA will forward the documents to FEMA for approval, denial or special instructions.
- If THSSAA or FEMA does not provide disposition instructions within 120 days, the sub-recipient or receiving entity of passed-through equipment may continue to use the equipment or dispose in accordance with the applicable property standards.
- THSSAA will notify the sub-recipient or receiving entity of passed-through equipment of THSSAA's or FEMA's decision.

Disposition Approval Matrix for Equipment Valued Over $5,000

Equipment Disposition Type	Active Grant	Closed Grant
Retain for Original Purpose	No Approval Required	No Approval Required
Use in Other Federally Funded Activity/Program	THSSAA Approval Only	No Approval Required
Use Insurance Proceeds to Replace Lost, Destroyed, or Stolen Equipment	THSSAA Approval Only	THSSAA Approval Only
Trade in or Sell to Offset Cost of Replacement Equipment	THSSAA Approval Only	THSSAA Approval Only
Sell Equipment w/ Federal Share of Proceeds Refunded	THSSAA/FEMA Approval	THSSAA/FEMA Approval
Use in Non-Federally Funded Activity/Program	THSSAA/FEMA Approval	THSSAA/FEMA Approval

For any questions not addressed here or about the SF-428 forms, contact THSSAA monitoring unit.

Texas Department of Public Safety
Texas Homeland Security State Administrative Agency
Homeland Security Grant Program
Passed-Through Property Record

Sub-recipient:

_____
Name of Organization

_____
Street/Mailing Address, City, County, Zip

_____
Printed Name and Title

_____ _____
Signature Date

Project Participant:

_____
Name of Organization

_____
Street/Mailing Address, City, County, Zip

_____
Printed Name and Title

_____ _____
Signature Date

This is to certify that the property described below was acquired through the expenditure of grant funds awarded to the above named Homeland Security Grant Program Sub-recipient. The Project Participant receiving the property certifies that they have knowledge of the laws, rules and regulations of Texas Homeland Security grants. The Project Participant further certifies that they agree to be bound by all the contract covenants and exhibits to the Sub-recipient's Agreement and any modifications or amendments to that agreement as if they were written here. The Sub-recipient and Project Participant further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Sub-recipient further certifies that the Project Participant has complied with all Texas Homeland Security State Administrative Agency eligibility requirements.

Property being passed-through

Item description: _____
Item Control Number: _____
Serial Number/VIN: _____
Model Number: _____
Acquisition Date: _____
Unit Cost: _____

This form is provided for the benefit of grant administration. TXDPS/THSSAA cannot advise Sub-recipients about the legality of any specific property that is passed-through. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.

THSSAA EQUIPMENT LOAN RECORD

ITEM CONTROL/SERIAL NUMBER	ITEM DESCRIPTION	ORIGINAL SUBRECIPIENT	ORIGINAL SUBRECIPIENT PERSONNEL NAME/SIGNATURE	DATE LOANED	RECEIVING ENTITY	RECEIVING PERSONNEL NAME/SIGNATURE

The subrecipient maintains responsibility for inspection and financial liability for loss or damage to grant funded assets. Subrecipients must exercise reasonable care to safeguard assets from negligence and abuse, while providing proper maintenance as required. It is the subrecipient's responsibility to complete the paperwork for the loan. Receiving entities acknowledge compliance with Texas Homeland Security State Administrative Agency grant and eligibility requirements as noted in the Sub-Recipient Agreement. It is the subrecipient's responsibility to ensure the receiving entity has met those eligibility requirements before loan of equipment. All equipment must be returned to the subrecipient for disposition.

EMERGENCY LOANS

In the event of a time sensitive situation where time spent verifying eligibility may endanger life or property, equipment may be loaned for mutual aid immediately but for a period of not more than 60 days without the need to verify eligibility. **Please provide a brief description of the nature of the event and why eligibility could not be verified:**

TANGIBLE PERSONAL PROPERTY REPORT
SF- 428

		Page	of Pages
1.Federal Agency and Organization Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned by Federal Agency	3a. DUNS	3b. EIN
4. Recipient Organization (Name and complete address including zip code)		5. Recipient Account or Identifying Number	
6. Attachment (Check applicable) ___ Annual Report (SF-428-A) ___ Final (Award Closeout) Report (SF-428-B) ___ Disposition Report/Request (SF-428-C)		7. Supplemental Sheet ___ Yes ___ No	
8. Comments			
9a. Typed or Printed Name and Title of Authorized Certifying Official		9c. Telephone *(area code, number, extension)*	
		9d. Email address	
9b. Signature of authorized Certifying Official		9e. Date report submitted *(Month, Day, Year)*	
		10. Agency use only	

Instructions for Tangible Personal Property Report: SF-428

The estimated annual public reporting burden for the collection of information on this form and its attachments is estimated to average 2.75 hours per respondent, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

This is a standard form to be used by awarding agencies to collect information related to tangible personal property (equipment and supplies) when required by a Federal financial assistance award. The form consists of the cover sheet (SF-428) and three attachments to be used as required: Annual Report, SF428-A; Final (Award Closeout) Report, SF-428-B; and a Disposition Request/Report, SF-428-C. A Supplemental Sheet, SF-428S, may be used to provide detailed individual item information.

A. General Instructions:

Tangible personal property means property of any kind, except real property, that has physical existence. It includes equipment and supplies. It does not include copyrights, patents or securities. For convenience, throughout this form and its attachments, the term property will be synonymous with tangible personal property. The terms equipment and supplies will be used when referring to specific requirements.

Property may be provided by the awarding agency or acquired by the recipient with award funds. Federally-owned property consists of items that were furnished by the Federal government.

Recipients of Federal assistance awards may be required to provide Federal awarding agencies with information concerning property in their custody annually, at award closeout or when the property is no longer needed. Specific requirements will vary based on award provisions, the type of property (equipment or supplies) and whether the property is Federally-owned. This reporting form and its attachments are intended to assist recipients to provide necessary information when it is required.

1. **Federal Agency and Organizational Element to Which Report is Submitted.** Enter the name of the Federal agency and the agency organization element identified in the award document or as otherwise instructed by the agency. The organizational element is a sub-agency within a Federal agency. For example, the Air Force Office of Scientific Research (AFOSR) is an organizational element within the Department of Defense.

2. **Federal Grant or Other Identifying Number Assigned by Federal Agency.** Enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award.

3a. **DUNS.** Enter the recipient organization's Data Universal Numbering System (DUNS) number or Central Contract Registry extended DUNS number. The DUNS number is also referred to as the Universal Identifier.

3b. **EIN.** Enter the recipient organization's Employer Identification Number (EIN) as assigned by the Internal Revenue Service.

4. **Recipient Organization.** Enter the name and complete address, including zip code, of the recipient organization.

5. **Recipient Account or Identifying Number.** Enter the account number or other identifying number assigned to the award by the recipient. This number is for the recipient's use and is not required by the Federal agency.

6. **Attachment.** Check the applicable line to indicate the type of attachment being submitted. Use the Annual Report, SF-428-A, when required to provide annual inventory listings of Federally-owned property. Use the Final Report, SF-428-B, when required to provide property information in connection with the closeout of an award. Use the Disposition Request/Report, SF-428-C, when required to request disposition instructions for or to report the disposal of Federally-owned property or acquired equipment, at any time other than award closeout (i.e., during the award period or after award closeout as long as the Federal government retains an interest in the item).

7. **Supplemental Sheet.** Check the applicable block to indicate whether a Supplemental Sheet is attached. Recipients may use the SF-428S or equivalent document such as a computer print out to provide required detailed individual item information.

8. **Comments.** Provide any explanations or additional information in this block. Attach additional sheets if necessary.

9a. **Typed or Printed Name and Title of Authorized Certifying Official.** Enter the full name and title of the recipient representative authorized to sign this report.
b. **Signature of Authorized Certifying Official**. Original signature of the recipient's authorized certifying official.
c. **Telephone.** Enter the telephone number of the individual listed in Line 9a.
d. **Email address.** Enter the email address of the individual listed in 9a.
e. **Date report submitted.** Enter the date the report is submitted to the Federal agency.

10. **Agency use only.** This section is reserved for Federal agency use only.

TANGIBLE PERSONAL PROPERTY REPORT
Supplemental Sheet SF-428S

Federal Grant or Other Identifying Number Assigned by Federal Awarding Agency (Block 2 of SF-428)	Attachment Type ___ Annual Report ___ Final (Award Closeout) Report ___ Disposition Request/Report	Page	Of Pages

Complete one row for each item:

	Award Number (a)	GP or ACQ (b)	Description of Item (c)	Identification Number (d)	Acq. Date (e)	Cond. Code (f)	Acq. Cost (g)	Disp. Req. (h)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Instructions for Tangible Personal Property Report: SF-428S

A. General Instructions

This is a standard form to be used by recipients to provide detailed individual item information in connection with required reports of tangible personal property under Federal assistance awards.

Federal Grant or Other Identifying Number Assigned by Federal Agency. Enter the Federal grant, cooperative agreement or other financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award. If the Supplemental Sheet is submitted in connection with a Consolidated Annual Report Attachment, leave blank and enter individual award numbers in Column (a) for each item.

Report Type. Indicate the type of report Attachment for which the individual item information is being provided.

a. **Award Number.** For Consolidated Annual Report Attachments, enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award. For all other Report Attachments (i.e., Individual Annual, Final, and Disposition Request/Report) leave blank.

b. **GP or ACQ.** Enter GP if the item is Federally-owned property. Note: Federally-owned property consists of items furnished by the Federal Government for use on the award identified in Block 1 or Column a. Enter ACQ if the item was acquired with award funds.

c. **Description of Item.** Provide a brief description of the item.

d. **Identification Number.** Enter the manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.

e. **Acq. Date.** Enter the date the item was acquired by the recipient. For items furnished by the Federal Government, enter the date received by the recipient.

f. **Cond. Code.** Enter the applicable condition code from the following list:

Code	Description
1	Excellent. Property that is in new condition or unused condition and can be used immediately without modification or repairs.
4	Usable. Property which shows some wear, but can be used without significant repair.
7	Repairable. Property which is unusable in its current condition but can be economically repaired.
X	Salvage. Property which has value in excess of its basic material content, but repair or rehabilitation is impractical and/or uneconomical.
S	Scrap. Property which has no value except for its basic material content.

g. **Acq. Cost.** Enter the item acquisition cost.

h. **Disp. Req.** Indicate the type of disposition requested for each item by entering the corresponding number from Block 2 of the Final Report Attachment or Block 1 of the Disposition Request/Report Attachment. However, it is not necessary to enter this information when requesting the same disposition for all items of Federally-owned property or the same disposition for all items of Acquired Equipment (the disposition request indicated in the applicable Block(s) of the Final Report Attachment or the Disposition Request/Report Attachment will be sufficient). Not required for Annual Report Attachments.

TANGIBLE PERSONAL PROPERTY REPORT
Disposition Request/Report SF-428- C

Federal Grant or Other Identifying Number Assigned by Federal Agency (Block 2 of SF-428)

1. **Request Disposition Instructions for**:	**For Agency Use Only**
a. **Federally-owned Property** *(Select one or more and attach Supplemental Sheet SF-428S or recipient equivalent)* (i) ___ Request Federal Agency disposition instructions (ii) ___ Other (Specify in Block 8 "Comments" or attach request)	Agency response to requested disposition of Federally owned property: (i) Recipient request approved___ denied ___. (ii) Dispose in accordance with attached instructions ___.
b. **Acquired Equipment with current fair market value of $5,000 or more** *(Select one or more and attach Supplemental Sheet SF-428S or recipient equivalent)* (i) ___ Request approval to trade-in or sell to offset costs of replacement equipment (ii) ___ Request Federal Agency disposition instructions	Agency response to requested disposition of acquired equipment: (i) Recipient request approved___ denied ___. (ii) Dispose in accordance with attached instructions ___.

Authorized Awarding Agency Official	
Signature:	Date:
Name:	Phone:
Title	Email

2. **Report Disposition by Sale or Retention**

a. ___ Retention of acquired equipment for use on non Federally supported projects

b. ___ Sale of acquired equipment

(Attach Supplemental Sheet SF-428S or recipient equivalent and complete worksheet below)

(i) Sale proceeds (or estimate of current fair market value)..... $_____

(ii) Percentage of Federal participation ..... _____%

(iii) Federal share ..... $_____

(iv) Selling and handling allowance ..... $_____

(v) **Amount remitted to the Federal Government**..... $_____

3. **Report Loss, Destruction or Theft of Federally-owned Property**

___ Loss, Destruction or Theft of Federally-owned property

(Attach Supplemental Sheet SF-428S or recipient equivalent and describe the circumstances in Block 4)

4. **Comments**

DISPOSITION REQUEST/REPORT ATTACHMENT TO TPR

Agency use only

Instructions for Disposition Request/Report: SF-428 Attachment C

A. General Instructions:

This Attachment is to be used by recipients when required to request disposition instructions or to report disposition of Federally-owned property or acquired equipment under Federal assistance awards at any time other than award closeout (i.e., during the award period or after closeout as long as the Federal government retains an interest in the item).

Recipients provided Federally-owned property for use under Federal assistance awards are required to request disposition instructions from the awarding agency when the Federally-owned property is no longer needed for the authorized purpose. Recipients may be required to request disposition instructions for equipment acquired with award funds (acquired equipment) when an item is no longer needed for use on Federally-sponsored activities. Recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the Federal government. This attachment is intended to assist recipients in providing appropriate information to the awarding agency. Note: If the Federal awarding agency has exercised statutory authority to vest title to acquired equipment in the recipient with no further obligation to the Federal government, you are not required to request disposition instructions or to report disposition (i.e., sale or retention for non Federal use) of those items of equipment.

Federal Grant or Other Identifying Number Assigned by Federal Agency. Enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award.

1. **Request Disposition Instructions for:** Use this section to request Federal awarding agency disposition instructions when required by the award provisions.

a. **Federally-owned Property.** Consists of items that were furnished by the Government. Check applicable blocks to indicate the requested Federal awarding agency action for items that are no longer needed for use on the award specified in Block 2.

(i) To request Federal agency disposition instructions.
(ii) To request a specific disposition, e.g., transfer to another award.

b. **Acquired Equipment with a current fair market value of $5,000 or more.** Note: Fair market value means the best estimate of the gross sales proceeds if the property were to be sold in a public sale. Check applicable blocks to indicate the requested Federal awarding agency action.

(i) To request approval to trade-in or sell to offset costs of replacement equipment.
(ii) To request Federal agency disposition instructions for equipment acquired with award funds.

2. **Report Disposition by Sale or Retention.** Use this section when required to compensate the Federal awarding agency for its interest in acquired equipment with a current fair market value of $5,000 or more that you have sold or retained for use on non Federally supported activities. Check applicable blocks to indicate the type of action being reported and complete the worksheet to calculate the amount of compensation due to the awarding agency for its interest in the equipment.

a. Retention of acquired equipment for use on non-Federally supported projects.
b. Sale of acquired equipment.

Worksheet

(i) Enter the total amount received if the equipment has been sold. Enter an estimate of the current fair market value if the equipment will be retained for use on non Federally funded projects.
(ii) Enter the percentage of Federal Government participation in the award under which the equipment was acquired.
(iii) Enter the dollar amount of sales proceeds (or estimate of current fair market value) multiplied by the percentage of Federal Government participation listed in (ii).
(iv) If the equipment was sold, enter the amount of selling and handling expenses. Enter zero if the equipment will be retained for use on non-Federally funded projects.
(v) Enter the amount of the Federal share in (iii) less the selling and handling expense listed in (iv). Indicate in Block 8 how the funds are being returned to the government. For example, attached check made out to the Awarding Agency/U.S. Treasury or electronic remission.

3. **Report Loss, Destruction or Theft of Federally-owned Property.** Use this section to notify the awarding agency. Check block to indicate that Federally-owned property has been lost, damaged or stolen, list the item(s) on SF-428S or recipient equivalent and describe the circumstances in Block 4.

4. **Comments.** Provide any explanations or additional information in this block. Attach additional sheets if necessary.

Agency use only. This section is reserved for Federal agency use only.

EXHIBIT “G”

Weekly Activity Report

HIDALGO COUNTY

Your Local Agency Name

OPERATION STONEGARDEN WEEKLY ACTIVITY REPORT

Date	Number of Officers worked	Hours worked (Shift)*	Location Worked	Outcome
7/13/2015	3	1800-0400	WEST- Citrus City Area	25 VEHICLE STOP, 8 CITATIONS, 17 WARNINGS
		SAMPLE		
Total	3			

EXHIBIT “H”

Daily Activity Report Summary and Detail

PLEASE TYPE IN YOUR CITY NAME
2014 OPERATION STONEGARDEN
GRANT #: EMW-2014-SS-00029

DAILY ACTIVITY REPORT SUMMARY

Date: _____ **Overtime Rate:**_____

Begining 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: _____

Officer (Print)_____ **Title:** _____ **I.D. #** _____

Officer (Sign)_____ **Title:** _____ **I.D. #** _____

Supervisor: _____ **Title:** _____ **I.D. #** _____

PLEASE TYPE IN YOUR CITY NAME

DAILY ACTIVITY REPORT DETAIL

OPSG 2014 Grant#: EMW-2014-SS-00029

PLEASE PRINT LEGIBLY

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

1.)

SECTOR	:00 PM - :00 AM, Officer 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:** _____

7/31/2015 11:58 AM

EXHIBIT "I"

Property Acquisition Form

EXHIBIT "I"

CITY NAME
2014 STONEGARDEN GRANT - PROPERTY ACQUISITION FORM
GRANT #EMW-2014-SS-00029

Description	Tag ID#	Serial or ID#	Source of Property	Title Owner	Acquisition Date	Cost	% of Federal/ State Participation in Cost of Property	Location	Use & Condition of Property	Disposal Date	Price Sold

To be submitted monthly with attached photos of all equipment showing ID tags.

STATE OF TEXAS §

COUNTY OF HIDALGO §

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

This Agreement is made and entered into this ___day of _____, 2015, by and between the County of Hidalgo, a political subdivision of the State of Texas (hereinafter referred to as "County") and the City of Hidalgo, 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 $4,674,438.00 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 2014 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 2014 Sub-Recipient Award for Hidalgo County," (Sub-Recipient Agreement) dated May 7, 2015, 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 No. 12-003 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 $300,000.00 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 the 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 reimbursements pertaining to costs incurred or performances rendered that are not in compliance with 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 complete and execute a Passed-Through Property Record or Equipment Loan Record, as necessary, for each asset purchased with Grant funds, as required by State Administration Agency Bulletin 15-002 or its successor (**See Exhibit "F"**).

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 No. 12-004 or its successor (**See Exhibit "F")**. City shall conduct an annual physical inventory for all assets purchased with current and prior Grant funds and provide said information to County on an annual basis. The inventory identified on the Property Acquisition Form should include a complete and accurate listing of all equipment/assets including tag numbers, id numbers and serial numbers with photographs depicting same (**See Exhibit "I"**). City shall not use Grant funds for the purchase of weapons and weapons accessories in accordance with State Administrative Agency Bulletin No. 15-001 or its successor (**See Exhibit "F"**).

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 required for reimbursement of Grant funds from County. These include but not limited to the Cost Reimbursement Form and all supporting documentation **(See Exhibit "F")**, a Passed Through Property Record or Loan Record (with photographs and SAM.gov verification) **(See Exhibit "F")**, a Property Acquisition Form detailing a cumulative report of all property secured with Grant funds from the inception of the first Grant period (**See Exhibit "I")** and the Annual Inventory Control Requirement Form **(See Exhibit "F").** These reports must be submitted to County by **June 30th** of each year. City shall provide County with a weekly activity report (**See Exhibit "G"**). 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 No. 12-004 or its successor attached thereto.)

As noted above, all reports required for submission are as follows:

FORMS	**SUBMIT**
Eligibility Certification Form	Annually

Annual Inventory Control Requirement Form	Annually
Property Acquisition Form	Annually
Weekly Activity Report	Weekly
Agency Cost Reimbursement Request Form	With Reimbursement Request
Individual Reimbursement Request Form	With Reimbursement Request
Daily Activity Report Summary	With Reimbursement Request
Daily Activity Report Detail	With Reimbursement Request
Passed-Through Property Record Form	With Reimbursement Request
Disposition Request/Report SF-428- C Form	As needed upon asset disposal

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 delay or 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")**, Passed Through-Property Record Form **(See Exhibit "F"),** Copies of Invoices, and other related information whether or not requested by County on a monthly basis no later than the 15th of each month for the previous month. Each Cost Reimbursement Request shall be completed pursuant to the instructions and State Administration Agency Bulletin Nos. 11-005, 12-005, 15-001 and 15-002 (or their successors) 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 Sub-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. City shall be responsible for the care, maintenance, repair, custody, control, disposition and use of any asset purchased with Grant funds.

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 the responsible party for the care, maintenance and repair of same, as noted above. 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. City shall also complete a Disposition Request/Report Form SF-428-C as required by State Administration Agency Bulletin No. 15-002 **(See Exhibit "F")**.

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 none of its elected officials, officers, employees, consultants, or 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
302 W. University Dr.
Edinburg, TX 78539

If to City: City of Hidalgo
211 E. Esperanza Ave.
Hidalgo, TX 78557

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 HIDALGO, TEXAS

_____
Martin Cepeda**,** Mayor

ATTEST

_____
Martin Cepeda, 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,
Ricardo Rodriguez, Jr.

By:_____
Josephine Ramirez Solis,
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”	Agency Cost Reimbursement Request Form and SAA Bulletins
• F-1:	Agency Cost Reimbursement Request
• F-2	Individual Reimbursement Form
• F-3	Cost Reimbursement Request Instructions
• F-4	SAA Information Bulletin 12-003
• F-5	SAA Information Bulletin 12-004
• F-6	Annual Inventory Control Requirement Form
• F-7	SAA Information Bulletin 11-005
• F-8	SAA Information Bulletin 12-005
• F-9	SAA Information Bulletin 12-007
• F-10	SAA Information Bulletin 15-001
• F-11	SAA Information Bulletin 15-002
Exhibit “G”	Weekly Activity Report
Exhibit “H”	Daily Activity Report Summary and Detail
Exhibit “I”	Property Acquisition Form

EXHIBIT "A"

Grant Terms and Conditions

U.S. Department of Homeland Security
Washington, DC 20472

FEMA

FY2014 OPSG COND Approval Texas – Hidalgo15-RGVRGV-11-001 V0

April 22, 2015

Arturo Mendez
Texas Homeland Security State Administrative Agency
PO Box 4087
Austin, TX 78773

Dear Mr. Mendez:

Please be advised that, based on the Department of Homeland Security, Federal Emergency Management Agency's (FEMA) Operation Stonegarden Grant Program (OPSG) guidelines and special conditions associated with this program, the below referenced Operations Order is *conditionally approved*:

Operations Order No: 15-RGVRGV-11-001 V0
Fiscal Year: 2014
Amount Approved: $4,674,438
Operations Order Dates: 10/1/2014 to 8/31/2016
Recipient: Hidalgo County, Texas

Pending approval of the Personnel Cap Waiver by the FEMA Administrator, Hidalgo County is authorized to spend up to, but must not exceed, 50 percent of the FY 2014 Operation Stonegarden allocation issued by FEMA. A subsequent approval letter will be issued for this Operations Order upon receipt of the FEMA Administrator's approval.

Expenditures from the Operations Order were reviewed and approved by FEMA and U.S. Customs and Border Protection/Border Patrol (CBP). These expenses will assist the County in conducting border centric, intelligence driven operations with the goal of reduction or elimination of threat, risk and vulnerability along our Nations' borders.

Please find the below special conditions associated with OPSG and retain this letter for your grant files. If you have any questions, please feel free to contact me at (202) 786-9668.

Sincerely,

Corey Walz

Corey Walz
Program Analyst
U.S. Department of Homeland Security
Federal Emergency Management Agency
Grant Programs Directorate

Cc: U.S. Customs and Border Protection/ Border Patrol

The following Special Conditions are associated with this Operation Stonegarden award:

1. Construction and construction-type activities are prohibited.
2. Lethal or less than lethal forces including, but not limited to: weapons, firearms, ammunition and tasers are prohibited.
3. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), the sum of all personnel related expenses shall not exceed 50% of the recipient's allocation without first obtaining a waiver from the FEMA Administrator.
4. All participating agencies shall monitor, review and track expenditures of OPSG funds under individual Operations Orders issued. Participating agencies shall not obligate, and/or encumber OPSG grant funds beyond the total of their allocation issued by FEMA.
5. The Operations Order has been reviewed and approved under the Environmental and Historic Preservation Program (EHP) guidelines as being categorically excluded from further EHP review.
6. Recipients must submit a letter of justification for all proposed vehicles or equipment items in excess of $100,000. This justification will be reviewed by CBP and FEMA.

Texas Department of Public Safety

2014 Sub-Recipient Award for Hidalgo County

1. General Award Information	Reference/Encumbrance No:	
Date of Award: May 7, 2015	Prepared By: Mendez, Arturo	3. SAA Award Number: 14-SR 48215-01

4. Sub-Recipient Name and Address

Judge Ramon Garcia
Hidalgo County
302 W. University
Edinburg, TX 78539

5. Federal Grant Information

Federal Grant Title: Homeland Security Grant Program (HSGP)
Operation Stonegarden (OPSG)

Federal Grant Award Number: EMW-2014-SS-00029

Federal Granting Agency: U.S. Department of Homeland Security(DHS)
Federal Emergency Management Agency (FEMA)

Date Federal Grant Awarded to TxDPS: August 6, 2014

CFDA: 97.067

6. Award Amount and Grant Breakdowns

OPSG

$4,674,438.00

Grant Period:	
From: Sep 1, 2014	To: Feb 28, 2016
(The SAA must receive all invoices by the end of grant period)	

7. Statutory Authority for Grant: The Department of Homeland Security Appropriations Act, 2014, (Public Law 113-76), and The Homeland Security Act of 2002 as amended (Public Law 107-296), (6 U.S.C. § 603).

8. Method of Payment: Primary method is reimbursement.

9. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors and principals are not debarred,suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not have active Exclusions listed at https://www.sam.gov/portal/public/SAM/

10. Agency Approvals

Approving TxDPS Official:

Garry Jones
Deputy Assistant Director
Texas Homeland Security
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:

Garry Jones

11. Sub-Recipient Acceptance

I have read, understood and agree to this Sub-Recipient Agreement consisting of this Award and the attached Terms and Conditions.

Print name and title of Authorized Sub-Recipient Official:

Ramon Garcia
Hidalgo County Judge

Signature of Sub-Recipient Official:

Ramon Garcia

Enter Employer Identification Number (EIN) or Federal Tax Identification Number:	DUNS Number:	Date Signed :
74-6000717	10-311-0834	5/19/15

DUE DATE: June 23, 2015 Signed Award with Terms and Conditions must be returned to SAA_SRA@dps.texas.gov on or before the due date.

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

2014 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.*

1. Grant Sub-recipient Agreement

This Grant Sub-recipient Agreement (consisting of this 2014 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 2014 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. HSGP funding shall be used for statutorily eligible 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. This program provides an integrated mechanism that builds and sustains core capabilities to support the Nation's Preparedness against terrorist attacks, major disasters, and other emergencies.

The FY 2014 Nonprofit Security Grant Program (NSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the NGP. NSGP provides funding support statutorily eligible costs to include 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. It is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, as well as State and local government agencies.

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.

2. Overview and Performance Standards

All allocations and use of funds under this Grant shall be in accordance with the FY 2014 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2014 FOA is incorporated by reference herein. **Sub-recipient shall read, understand and accept the FY 2014 Funding Opportunity Announcement as binding.**

A. 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"**

B. 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.**

3. 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 this Grant, 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.

4. 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) calendar 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.

5. 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.

6. 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 2014 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at http://www.fema.gov/media-library-data/1395161200285-5b07ed0456056217175fbdee28d2b06e/FY_2014_HSGP_FOA_Final.pdf and the Nonprofit Security Grant Program (NSGP), http://www.fema.gov/media-library-data/1396016700388-fb23d813b8df0d8eab995c8f27c1ac3e/FY_2014_NSGP_FOA_Final_Revised.pdf.

7. 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 14, 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.

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.

8. 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 Grant Adjustment Notice (GAN) to the jurisdiction.

9. State Requirements for Grants

Sub-recipient shall 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, Texas Uniform Grants Management Standards (UGMS) 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/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 this Grant to a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, unless the law enforcement agency requesting this Grant is in compliance with all rules developed by the Texas Commission on Law Enforcement (COLE) or TCOLE certifies that the requesting agency is in the process of achieving compliance with such rules.

2. Grant funds may not be awarded 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 by 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, which prohibits using any money or vehicle to support the candidacy of any person for office; influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose and 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, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and 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, which requires Sub-recipient to make every effort to attain key performance target levels associated with this Grant, 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, which requires that this Grant may only be expended if Sub-recipient timely completes and files its reports.

10. 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, or 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 and/or NSGP funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2014 HSGP or NSGP 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 Council of Government (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 Lone 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 calendar 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 the System for Award Management (SAM) at 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 information at least annually. Sub-recipient shall keep information current in the 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/dissem/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. 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.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 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 or NSGP 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. 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 awarded 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 awarded 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/grants/grant-programs-directorate-information-bulletins.

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. 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 equipment inventory record format at 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 statement: "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 use of 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, logos, crests, 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 (20th) calendar 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 Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency(August 11, 2000), requires federal agencies to issue guidance to recipients of federal financial assistance, assisting such organizations and entities in understanding their language access obligations. DHS published the required guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient of federal financial assistance can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at

https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited

and additional resources on 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 the interpretive guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B138942.

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 Grant ,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. SAFECOM. Sub-recipient shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications for awards under this Grant that provide emergency communication equipment and its related activities.

KK. Best Practices for Collection and Use of Personally Identifiable Information (PII).Sub-recipients who collect Personally Identifiable Information (PII) shall have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate. Sub-recipients may also find as a useful resource the DHS Privacy Impact Assessments: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf .

LL. Hotel and Motel Fire Safety Act of 1990. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), Sub-recipient shall ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

MM. False Claims Act and Program Fraud Civil Remedies. Sub-recipient shall comply with the requirements of 31 U.S.C. §3729 which sets forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. §3801-3812 which details the administrative remedies for false claims and statements made.

NN. Duplication of Benefits. State, Local and Tribal Sub-recipients shall comply with 2 C.F.R. Part §225, Appendix A, Paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

OO. Debarment and Suspension. Sub-recipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

PP. Non-Supplanting Requirement. Sub-recipient shall not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources for programs that prohibit supplanting by law. Where federal statutes for a particular program prohibit supplanting, Sub-recipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

11. 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 calendar 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/national-incident-management-system.

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/ResourceMngmnt.shtm#item3.

12. 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.

13. Audit

A. 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).

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

14. Retention and Accessibility of Records

A. 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 C.F.R. 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.

B. 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.

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

D. 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.

15. Legal Authority

A. 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.

B. 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.

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

16. 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.

17. 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.

18. 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.

19. Changes and Amendments

A. 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 this Grant. Any alteration, addition, or deletion to this Grant by Sub-recipient is not valid.

B. 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).

C. 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.

D. 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.

20. 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.

21. Venue

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

22. 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.

23. 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.

24. 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 or deny 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.

25. 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.

26. Closing of this 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 GAN to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 calendar 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 5/19/15
Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

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 Grant.

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 this Grant 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 Grant. "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 Principles 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 Grant.

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 5/19/15
Signature of Authorized Official Date

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 Grant.

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 this Grant 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 this Grant.

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 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 statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(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 Grant.

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 5/19/15
Signature of Authorized Official Date

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 subcontracts, 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-recipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
2. Have not within a three-year period preceding this Grant 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;
4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
5. Where Sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification)

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

G. Sub-recipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq. – which requires Sub-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, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Sub-recipient will 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 is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

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 Grant.

J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

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 5/19/15
Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

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 Principles 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. 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 5/19/15

Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.dps.texas.gov

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DEPUTY DIRECTORS

COMMISSION
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MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

September 18, 2014

The Honorable Ramon Garcia
Judge, Hidalgo County
302 West University Dr.
Edinburg, Texas 78539

Dear Judge Garcia:

I am pleased to inform you that the 2014 Homeland Security Grant Program (HSGP) award to Texas includes an Operation Stonegarden Grant (OPSG) allocation for Hidalgo County in the amount of $4,674,438. This letter is being sent to you as the grant point-of-contact (POC) for Hidalgo County.

DHS prohibits the Texas Homeland Security State Administrative Agency (THSSAA) from awarding OPSG funds until a Concept of Operations (CONOPS) plan and Tactical Operations Order with an imbedded budget has been reviewed, and DHS has issued an official approval notice for Hidalgo County.

Hidalgo County should 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 your Border Patrol Sector Representative (CBP) and the THSSAA by **October 31, 2014**. It is important that the required operational documents be submitted to CBP and THSSAA by this deadline. A timely submission will facilitate the 2014 OPSG review process and, upon approval, will allow your jurisdiction access to this funding for the support of your ongoing border security efforts.

If you have any questions regarding the FY 2014 OPSG grant program, please refer to the FY 2014 HSGP Funding Opportunity Announcement (FOA) or contact Arturo O. Mendez at 512-377-0022 (arturo.mendez@dps.texas.gov) or Pete H. Lara at 512-377-0025 (pete.lara@dps.texas.gov).

Sincerely,

Garry Jones

Garry Jones
Deputy Assistant Director
Texas Homeland Security State Administrative Agency

GJ:aom

EXHIBIT "B"

Summary of Grant Allocations by Phases

SUMMARY OF GRANT ALLOCATIONS BY PHASES
2014 OPERATION STONEGARDEN
GRANT #EMW-2014-SS-00029

Phase 1:	$3,106,844.73
Phase 2:	$1,567,593.27
Total:	**$4,674,438.00**

EXHIBIT "C"

Eligibility Certification Form

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

*** [illegible] submission** is a correction. ▼

Please provide the reference number for the form you are correcting:

*** Type of Organization**
County ▼

*** Region** See Map
21 - Lower Rio Grande Valley Development Council - LRGVDC ▼

*** County**
Hidalgo County ▼

*** Name of Jurisdiction/ Organization:**
Hidalgo County

Please follow these formatting examples for jurisdictions

Counties:
Tejas County

City / Town / Village: (Name First)
Mockingbird, City of
Travis, Village of
Harris, Town of

COG / Region:
Big Texas Council of Governments

*** Zip Code (Principle Administration Location)**
78539

*** DUNS Number:**
103110834

Every Sub-recipient must have a DUNS number and active registration in SAM prior to submitting an application for Federal funding. Sub-recipients may verify if they have a DUNS number and/or may obtain a DUNS number via http://fedgov.dnb.com/webform/index.jsp or by calling (866) 705-5711. To ensure your SAM registration will be active at the time of award, please review and update your registration if needed (www.sam.gov). Sub-recipients are required to keep their SAM registration current, accurate, and complete throughout the grant performance period (2 CFR 25). Additional information regarding this item can be found in the Instructions Document under Item V.

* Indicates Response Required

Save Partial Work Next >>

ACTIVE

sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Progress: 11% Complete

This question is about **you**, the person submitting the information at this moment, through this web page.

*** Please describe your role for the Subgrantee.**

I'm the Authorized/Elected Official or Chief Financial Officer ◉ I'm someone else

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 22% Complete

Authorized Official

As part of verification, a ***correct*** email address for the Authorized official is required. Upon successful submission, a confirmation email will be sent to the Authorized official, who ***MUST APPROVE*** this eligibility form submission.

This replaces the signature page from past eligibiliity processes.

EMCs, EMS, Fire, Police, and Sheriff personnel **ARE NOT Authorized Official**. Only **Chief elected official**, **chief executive** and/or **chief financial officers** may be listed.

*** Authorized Official Title**

Judge ▼

*** Authorized Official First Name**

Ramon

*** Authorized Official Last Name**

Garcia

*** Authorized Official Email Address**

ramon.garcia@co.hidalgo.tx.us

*** Phone Number**

956-318-2600

*** Re-Confirm Email**

ramon.garcia@co.hidalgo.tx.us

NOTE: It's important to provide valid contact information for the authorized official. If you are a designee for the Authorized Official, you must indicate this in the next screen. You can then provide contact details to ensure the SAA can communicate with you if follow-up is necessary. Authorized Officials may also elect to provide information for their designee.

* Indicates Response Required

<< Previous Save Partial Work Next >>

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 33% Complete

Submitter / Point-of-Contact Information:

Upon [illegible]ion of this fo[illegible]a confirmation copy will be forwarded to the authorized official and regio[illegible]. The SAA [illegible] contact the submitter first if there are any follow-up questions.

*** What best d[illegible]ines th[illegible]Submit[illegible]/ Point-of-Contact role?**

Police/Fire/EMS Staff[illegible]

[redacted]

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 44% Complete

I. National Incident Management System (NIMS)

*** NIMS**

Please certify to one of the NIMS statements below.

A) My jurisdiction has adopted and implemented NIMS and is compliant with all NIMS objectives (FY2005-FY2009). Reference: NIMS Implementation Chart

B) My jurisdiction has adopted and implemented NIMS, BUT is not fully compliant with all NIMS implementation objectives.

- a) Is Compliant
- b) Is Not Fully Compliant

Please review the FY 2014 Texas NIMS Implementation Reporting Tool information page for additional guidance on this requirement.

If you have not submitted a 2014 NIMS report, you must complete this step to be eligible.

If you have additional questions, please contact your PPG.

II. EMERGENCY MANAGEMENT PLANS (INTERMEDIATE LEVEL)

*** Emergency Management Plans: Please certify to one of the following statements.**

A. My jurisdiction has its own emergency management plan that *currently* meets the state preparedness standards at the Intermediate Level on file with the Texas Division of Emergency Management (TDEM).

B. My jurisdiction is a legally established member of an inter-jurisdictional emergency management program that has a plan that *currently* meets the state preparedness standards at the Intermediate Level on file with TDEM.

C. 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. *

- (●) a) Has Plan That Meets Requirements
- ( ) b) Member of Plan That Meets Requirements
- ( ) c) Not Required

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 56% Complete

II. OMB CIRCULAR A-133 SINGLE AUDIT

*** A-133 Reporting: My jurisdiction's/organization's fiscal year (FY) end for 2014 was (choose one):**

a) August 31, 2014 (Reporting Package is due 30 days after completion or May 31, 2014, whichever is sooner)

b) September 30, 2014 (Reporting Package is due 30 days after completion or June 30, 2014, whichever is sooner)

c) December 31, 2014 (Reporting Package is due 30 days after completion or September 30, 2014, whichever is sooner)

d) Other

- ○ a) August 31, 2014
- ○ b) September 30, 2014
- ◉ c) December 31, 2014
- ○ d) Other

A-133 AUDIT SATEMENT

*** A-133: Please certify to one of the A-133 Audit Statement below:**

a) I certify my jurisdiction/organization did not expend over $500,000 in Federal or State funding during FY2014 so no A-133 audit was necessary or obtained.

b) I certify my jurisdiction/organization expended over $500,000 in Federal or State funding in FY 2013 and that the required reporting package has been/will be provided 1) to the Texas Department of Public Safety (TXDPS) and 2) to the Federal Clearinghouse.

- ○ a) Did not expend over $500,000
- ◉ b) Did expend over $500,000

IV. TEXAS REGIONAL RESPONSE NETWORK (TRRN)

*** Texas TRRN: (Reference: TRRN Site)**

My jurisdiction/organization is registered with the Texas Regional Response Network (TRRN) and;

a) My jurisdiction has entered all deployable equipment with a cost of $5,000 or more purchased with Homeland Security Grant funds into the TRRN.

b) My jurisdiction does not have any deployable equipment with a cost of $5,000 or more purchased with Homeland Security Grant funds.

(•) a) Has entered all deployable equipment

( ) b) Does not have any deployable equipment

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 67% Complete

V. FFATA, DUNS, and CCR

FFATA Certification

Certification of Recipient Highly Compensated Officers – the Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (THSSAA) to report the name and total compensation of each of the five most highly compensated officers (a.k.a. position of each subrecipient organization for the most recently completed fiscal years preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below:

*** In the subrecipient's preceding completed fiscal year, did the subrecipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?**

○ Yes ◉ No

*** Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?**

◉ Yes ○ No

*** DUNS, & CCR: I certify my jurisdiction/organization has entered all required information, into the System for Award Management (SAM) and has an active registration status with no "Active Exclusion Records". Reference: SAM.gov**

◉ Yes

○ I cannot certify to this statement

VI. CRIMINAL HISTORY DISPOSITION REPORTING

(If Applicable)

*** CRIMINAL HISTORY DISPOSITION REPORTING:**

Current Report listed: 2015 HSGP Security Grant Information Page

For grant year 2015 federal funds, the criminal history reporting eligibility requirement will be applied to all SHSP sub-recipients. Only entities within a county that have met the 90% completeness rates by August 1, 2015 will be eligible for these THSSAA awards issued on or after September 1, 2015. This section DOES NOT APPLY to NSGP, OPSG, or UASI applicants.

Please select to certify to one of the criminal history disposition reporting statements:

a) My County has documented a 90% average disposition completeness rate for adult arrests and a 90% average disposition completeness rate for juvenile arrests under calendar years 2009-2013 as required by Chapter 60, Texas Code of Criminal Procedure.

b) My County does NOT currently have a documented 90% average disposition completeness rate for adult arrests and a 90% average disposition completeness rate for juvenile arrests under calendar years 2009-2013, but county intends to attain the required averages by August 1, 2015. I understand that sub-recipients within the County will not be Eligible for 2015 SHSP funds if the required averages are not achieved by the August 1, 2015 deadline.

- (●) a) 90% or above
- ( ) b) Below 90%, intends to attain by 8/1/201
- ( ) c) COG Region
- ( ) d) Tribal Nation

* Indicates Response Required

<< Previous Save Partial Work Next

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 78% Complete

PRINT FOR YOUR OWN RECORDS

Submission Reference: **3448188**

Name of Jurisdiction/ Organization: **Hidalgo County**
DUNS Number: **103110634**
Type of Organization: **County**

Region: **21 - Lower Rio Grande Valley Development Council - LRGVDC**

Authorized Official Name: **Ramon Garcia** Title: **Judge**

****

I. National Incident Management System (NIMS)
a) Is Compliant

II. Emergency Management Plans:
a) Has Plan That Meets Requirements

III. OMB Circular A-133 Single Audit Certification
b) Did expend over $500,000

IV. Texas Regional Response Network (TRRN):
a) Has entered all deployable equipment

V. DUNS, CCR & FFATA:
Yes

VI. Criminal History Disposition Reporting:
a) 90% or above

PRINT FOR YOUR OWN RECORDS

Print this page

<< Previous Save Partial Work Next >>

ACTIVE

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Progress: 89% Complete

Please submit to complete this eligibility submission form. You will receive confirmation email shortly.

An email will also be sent to the Authorized Official for review and approval of this submission. You will also receive an email that cofirms when submission has been approved.

Sample

☑ Please email the Authorized Official updates if available. The SAA will use [redacted]

☑ Please email the POC updates if available. The SAA will use [redacted]

<< Previous Save Partial Work Submit

ACTIVE

BACK TO DPS SAA Page

Texas Homeland Security

State Administrative Agency

Sample

Your submission for Hidalgo County has been sent.

Thank you!

The Authorized Official and POC (if indicated) should receive a confirmation email shortly, and a copy was automatically forwarded to your COG (if requested).

Please note that if all required documentation was not uploaded, it must be forwarded as soon as possible. The submission method indicated for this session was: **[pipe:34]**

If not uploaded please email to saa@dps.texas.gov; or fax to 512-206-3137.

Please provide this reference [redacted] in any correspondence relating to this submission. You may also submit a request for assistance if you have an issue.

Submit a new form

Richard Ozuna

From: form_engine@fs30.formsite.com on behalf of donotreply@dps.texas.gov [form_engine@fs30.formsite.com]

Sent: Tuesday, April 21, 2015 4:01 PM

To: [redacted]

Subject: 2015 Eligibility for: Hidalgo County - Received - [redacted]

Dear POC,

This email is confirmation that the Texas Homeland Security - State Administrative Agency is in receipt of **Hidalgo County** 2015 Eligibility Form.

If this form was submitted by someone other than the authorized official, a copy will be automatically forwarded to the authorized official (listed below). They will need to complete one final step to certify this submission.

Authorized Official: [redacted]

We strongly advise that you contact the authorized official to ensure they are aware of the importance of responding to this confirmation email. A link is listed in the message, and they must follow it to finish the eligibility submission process.

We are inlcuding an attached copy of the responses for your records. A copy will be automatically forwared to your region if it has been requested.

If you have any 2015 Eligibility Questions please submit a support request and we will follow up with you ASAP. Please reference form [redacted] in any correspondence to the SAA. Direct replies this email will not be received.

Regards,

THSSAA

Auto-Notification: Conf Email to POC

Reference #	[redacted]
This submission *	is a correction.
Please provide the reference number for the form you are correcting:	[redacted]
Type *	County
Region See Map *	21 - Lower Rio Grande Valley

Sample

	Development Council - LRGVDC
County *	Hidalgo County
Subgrantee *	Hidalgo County
Zip Code (Principle Administration Location) *	78539
DUNS Number: *	103110834
Please describe your role for the Subgrantee. *	I'm someone else
Authorized Official Title *	Judge
Authorized Official First Name *	[redacted]
Authorized Official Last Name *	
Authorized Official Email Address	
Phone Number *	956-318-2600
What best defines the Subgrantee / Point of Contact role? *	Police/Fire/EMS Staff
First Name *	[redacted]
Last Name *	
Title *	
Organization: *	Hidalgo County Sheriff's Office
POC Email Address *	[redacted]
Phone Number *	956-936-02[redacted]
NIMS Cert *	a) Is Compliant
EM Plans Cert *	a) Has Plan that Meets Requirements
A-133 Reporting Date *	c) December 31, [redacted]
A-133 Cert *	b) Did expend over $500,000
TRRN Cert *	a) Has entered all deployable equipment
In the subrecipient's preceding completed fiscal year, did the subrecipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and	No

Sample

subcontracts), loans, grants (and subgrants) and cooperative agreements? *	
Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986? *	Yes
DUNS-CCR-FF[illegible]A [illegible] *	Yes
Criminal Hist [illegible]t *	a) 90% or above

Sample

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 2014
HIDALGO POLICE DEPARTMENT

	ORIGINAL BUDGET		1ST	2ND
Overtime	133,787.67		66,893.84	66,893.83
Fringe Benefits	29,406.53		14,703.27	14,703.26
Vehicle Maintenance				
Equipment Maintenance				
Equipment				
One (1) Skycop surveillance system				
	67,250.00		67,250.00	
One (1) 2015 Ford F150 Crewcab 4x4				
(Fully Equipped)	45,095.00		45,095.00	
Fuel Cost				
Mileage	24,460.80		12,230.40	12,230.40
Other				
Travel				
TOTALS	**300,000.00**		**206,172.51**	**93,827.49**
FRINGE BENEFITS BREAKDOWN:				
FICA - 7.65%	10,234.76		5,117.38	5,117.38
Retirement - 10.86%	14,529.34		7,264.67	7,264.67
Unemployment Comp. - 0.10%	-		-	-
Workers' Comp. - 3.47%	4,642.43		2,321.22	2,321.21
TOTAL FRINGE BENEFITS	**29,406.53**		**14,703.27**	**14,703.26**

EXHIBIT “F”

Agency Cost Reimbursement Request Form and SAA Bulletins

HIDALGO COUNTY
Operation Stonegarden FY 14
Agency Cost Reimbursement Request
TAB A - Signature Page

Applicant name:	
Project Title:	**2014 Operation Stonegarden**
Type of Reimbursement	
Date Submitted	
Reimbursement Period Start date:	
Reimbursement Period End date:	
Grant Year	**2014**

Point of Contact:

Name	
Title	
Organization	
Email	
Telephone	
Fax	

Certification Authority:

Name	
Title	
Organization	
Email	
Telephone	
Fax	

Certification AuthoritySignature

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.

YOUR CITY NAME HERE
2014 OPERATION STONEGARDEN
OPSG 2014 Reimbursement Form (Individual)

GRANT #: EMW-2014-SS-00029

EMPLOYEE'S NAME	TITLE	HOURLY RATE

EMPLOYEE'S I.D. NUMBER

DATE	DESCRIPTION OF ASSIGNMENT	HOURS WORKED

(A) TOTAL HOURS WORKED	
(B) OVERTIME RATE	
(A*B) TOTAL COMPENSATION	
FICA	
RETIREMENT	
WORKER'S COMP	
UNEMPLOYMENT	
TOTAL REIMBURSABLE COSTS	

This is true and correct and to the best of my knowledge

EMPLOYEE (Print Name)	EMPLOYEE SIGNATURE

SUPERVISOR	CHIEF ADMINISTRATOR

5/21/2015 11:14 AM

Cost Reimbursement
Request Instructions

1) The participating Police Department shall submit a Cost Reimbursement Request due on or before the 15th 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) Summit 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). 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 January 30, 2016.

TEXAS DEPARTMENT OF PUBLIC SAFETY

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512/424-2000
www.dps.texas.gov

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SAA Information Bulletin
No. 12-003
June 29, 2012
(REVISED) August 2, 2013

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: Machelle Pharr
Deputy Assistant Director

Subject: Federal Debarment and the Excluded Parties List System

Effective Date: August 2, 2013

Purpose

In an effort to provide assurance to the Federal Government that the State of Texas and its sub-recipients comply with Federal Executive Order12549, 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 https://www.SAM.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 Subrecipents 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 (https://www.SAM.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, 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 ELPS system prior to procuring or entering into contract(s) for any goods/services.

Each jurisdiction is required to include the EPLS verification with reimbursement or advance requests submitted after August 26, 2013 as part of the supporting documentation.

Example Policy:

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

Procedures for Documentation

Each subrecipient must be able to provide evidence that the debarment status of vendors has been verified before funds have been committed for a purchase or contract to the vendor. For purposes of HSGP reimbursements and advances a screen print of the SAM.Gov page indicating the vendor is not debarred provides that evidence.

Example Procedures:

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

1. Go to the EPLS Website (https://www.SAM.Gov).
2. The County/City Purchaser or their agent will search the EPLS system for the vendor.
3. If the vendor is found to be debarred, the vendor may not be used for procurements utilizing Homeland Security Grant Funds.
4. If the vendor is found not be debarred, print the screen page and retain with the procurement documentation.
5. A copy of the screen print indicating the vendor is not debarred, at the time of the procurement, must be included with the supporting documentation submitted to the Texas Homeland Security State Administrative Agency requesting reimbursement or advance.

SAA Monitoring

During monitoring and reviews, subrecipients must be able to provide proof of a written policy requiring verification of debarment status. Records of vendors verified 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.

*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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MANNY FLORES JR.

SAA Information Bulletin
12-004
May 24, 2012
Revised
April 8, 2014

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

From: Machelle Pharr
Deputy Assistant Director

Subject: Tagging and Inventory Requirements for Homeland Security Funded Equipment

Purpose: This information bulletin replaces GDEM-SAA Information Bulletin (IB) No. 2, dated August 10, 2006. This IB takes effect as of the revised date listed above. 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 - personal property costing $5,000.00 or greater per-unit and having an estimated useful life of greater than one year.

Controlled Asset - 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	Authority
• Stereo Systems	(UGMS, SPA)
• Cameras including Still, Digital, and Video	(UGMS, SPA, THSSAA)
• Facsimile Machines	(UGMS)
• TVs, VCRs, DVRs, and DVD Players	(UGMS, SPA)
• Cellular and Portable Telephones	(UGMS, THSSAA)
• Desktop CPU – Apple and non Apple	(SPA, THSSAA)
• Portable CPU – Apple and non Apple-including Tablet Devices	(SPA, THSSAA)
• Printer – Portable and non portable	(SPA,THSSAA)
• Data Projectors	(THSSAA)
• GPS Devices	(THSSAA)
• Communications Equipment	(THSSAA)
• Hand Held and Vehicle Mounted Radios	(THSSAA)

- Hand Held Imaging Units (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). All sub-recipients must comply with the following Equipment Management guidance:

Equipment Inventory Requirements

Asset records must be maintained and a physical inventory and reconciliation of Homeland Security grant funded assets must be accomplished at a minimum of once every two years as required by grant guidance. THSSAA requires sub recipients to track and record all required grant-funded Capital Assets and Controlled Assets in an inventory system. All assets acquired by the jurisdiction including capital and controlled (regardless of age) are to remain on the jurisdiction's inventory until final disposition has occurred.

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: "Bear 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 maker 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)

Annual Inventory Control Requirement

All sub recipients that have Homeland Security assets that have not been disposed of and carried on their inventory system, are required to complete an annual inventory control certification form. The form provides for certification that the jurisdiction has completed a full physical inventory and reconciliation of Homeland Security assets within the past two years. The form must be submitted and received at the THSSAA by **June 30th** each year. You must initial all four components and complete the fifth component to be fully compliant.

Jurisdictions who fail to submit the form by the due date are deemed non-compliant and subject to suspension as outlined in 44 CFR § 13.43(a) (1)-(4) and will result in holding of reimbursements until the certification form is received.

The inventory certification form is located at:
http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm

Forms can be submitted either by fax to: 512-206-3137 or e-mail to: saamonitoring@dps.texas.gov.

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

ANNUAL INVENTORY CONTROL REQUIREMENT

Name of Jurisdiction:	Date:

INSTRUCTIONS: Please initial on the left to certify each of the following statements. All four sections must be certified to be fully compliant. Please return completed document by June 30 to THSSAA monitoring at:
Fax-512-206-3137 or email SAAmonitoring@dps.texas.gov

I. Controlled and Capital Assets Acknowledgement

Initial here to certify: _____	My jurisdiction has listed all required homeland security grant funded assets on our local inventory in accordance with THSSAA information Bulletin No. 12-004. http://www.txdps.state.tx.us/director_staff/saa/documents/saa12-004.pdf

II. Tagging of Grant Funded Assets

Initial here to certify: _____	My jurisdiction has tagged all Homeland Security grant funded assets in accordance with THSSAA Information Bulletin No. 12-004 including the name of the jurisdiction and a unique identifying number.

III. Equipment Inventory Requirements

Initial here to certify: _____	My jurisdiction maintains a physical inventory of Homeland Security grant funded assets and captures the following information for all equipment in accordance with THSSAA Information Bulletin 12-004. A. Description of the asset B. Serial number or other identification number C. Source of the asset D. Who holds the title E. Acquisition date F. Cost of the asset G. Percentage of federal participation in the cost of the asset H. Location I. Use J. Condition of the Asset K. Any ultimate disposition data including the date of disposal and sale price L. Control or Inventory Number (*Reference: A-133 Compliance supplemental, 44 CFR 13.32, UGMS*)

IV. PHYSICAL INVENTORY RECONCILIATION

Initial here to certify: _____	My jurisdiction has completed a full physical inventory and reconciliation of assets within the last 24 months in accordance with regulations. Our last physical inventory was conducted: _____

V. AUTHORIZED SIGNATURE(S)

Print Name of Jurisdiction/Organization	
Printed Name of Chief Elected Official, Chief Executive Officer, Or Chief Financial Officer	
Title (Judge, Mayor, ED, City Manager, CFO)	
Signature	
Date	

This form is located at: http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm

TEXAS DEPARTMENT OF PUBLIC SAFETY

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SAA Information Bulletin
No. 11-005
June 2, 2011
REVISED August 2, 2013

To: All Councils of Government
All Texas State Homeland Security Grant Program Points of Contact
All Urban Area Security Initiative (UASI) Points of Contact

From: Machelle Pharr
Deputy Assistant Director

Subject: Supporting Documentation for Grant Expenditure Reimbursement Request

Effective Date: August 2, 2013

This information bulletin provides guidance as to what is considered acceptable documentation in support of expenditures for which reimbursement is requested. This revision supersedes revised SAA Information Bulletin 11-005 issued July 31, 2012. This Information Bulletin encompasses necessary supporting documentation to be submitted by sub-recipients of Homeland Security grant funds seeking reimbursement from the Texas Homeland Security State Administrative Agency (THSSAA) for grant-related expenditures.

All expenditure requests must have THSSAA approval prior to purchase. Requests for reimbursement should be submitted to the THSSAA at the earliest possible opportunity. This will allow for the THSSAA to draw down funds in a timely manner. All minimum supporting documentation requirements must be met when submitting expenses to the THSSAA for reimbursement. Omitting the proper supporting documentation will result in delay and possible denial of the reimbursement request. See the attached matrix for a list of documentation requirements.

Three Way Match: Generally Accepted Accounting Principles require that expenditures be properly supported. When assembling documents for payment of goods and services, the three way match rule should be followed. The three-way match requires an invoice, a purchase order and either a packing slip or a receiving report.

Three Way Match refers to the comparison of the quantities, price per unit, terms, etc. appearing on the vendor's invoice to the information on the purchase order, and to the quantities actually received.

> Chapter II, ATTACHMENT A, Section C paragraph 1.j.of the Uniform Grant Management Standards (UGMS) states: "Be adequately documented. Documentation required may include, but is not limited to, travel records, time sheets, invoices, contracts, mileage records, billing records, telephone bills and other documentation that verifies the expenditure amount and appropriateness to the grant."

To eliminate errors, the purchase order and packing slip (if provided by shipper) should be stamped as received, with the initials of the individual verifying the quantities received. If a receiving report is used, it should reference the Purchase Order number. The invoice should be matched to the packing slip and purchase order to ensure the quantities ordered were received and invoiced at the agreed upon price. The invoice should be notated to indicate it was paid, the date paid, and with a reference to a check number, Automated Clearing House (ACH) routing number, or other means of payment used.

Purchase Orders: The THSSAA recognizes there may be limitations in the procurement processes followed by some entities. If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official or individual who signed the grant award documents stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity.

Once this certification is received at the THSSAA, the entity must have a person sign and date invoices and indicate the item(s) were received. This is in place of matching the item(s) from the packing slip to a purchase order and invoice. When the reimbursement request is submitted to the THSSAA, a comment should be made in the Notes section of SPARs that this entity does not issue purchase orders and certification is on file with the THSSAA.

If the entity later begins issuing purchase orders or purchase agreements, they should notify the THSSAA and provide a copy of the local policies and procedures.

When contracts are being used in lieu of a Purchase Order, ensure the procurement process is accomplished in accordance with the Uniform Grant Management Standards Part III Subpart C.___.36; 44 CFR Ch 1 § 13.33 and § 13.36; and, any jurisdictional procurement policies.

Sub-grantees are also referred to THSSAA Information Bulletin No. 11 dated March 3, 2009 regarding Sole Source procurement requirements.

The three way match will work for purchases of most goods and services. However, contracts that include deliverables should be supported by certification the deliverable received complied with the contract specifications.

To ensure compliance with the Executive Order 12549 "Debarment and Suspension", any request for reimbursement or hardship advance must be supported by proof the vendor or contractor is not listed on the Excluded Parties List System (EPLS) prior to making the purchase or entering into a contract. To confirm the vendor is not on the list, the sub-recipient must print a copy of the search

results from the EPLS (https://www.SAM.gov/) and retain the results. The verification must be provided to the THSSAA as part of the supporting documentation when requesting reimbursement or an advance effective with any request submitted after August 23, 2013. This requirement is applicable to all procurements or contracts for goods or services related to Homeland Security Grants. See also SAA Information Bulletin 12-003.

Grant Matching Requirements. For grants that require proof of match, supporting documentation should contain sufficient detail to ensure Grant Coordinators can be assured the expenditure meets the match requirements. Grant guidance should be followed in determining allowability. If any questions arise, they should be directed to your Grant Coordinator.

Travel: Travel should be in accordance with the local travel policies of the employee's jurisdiction. If the jurisdiction does not have a written policy, then the Federal guidelines presented on the GSA website must be followed.[1]

In addition to the above, Travel expenditures require other special considerations and documentation.
Travel expenses must be supported by sufficient information to determine:

1. the travel was approved before commencement;
2. expenses incurred are allowable;
3. expenses above the generally allowed amounts were approved prior to commencing travel; and,
4. how the travel supports the grant.

For out-of-state travel, specific written approval is required from the Chief Elected Official/Chief Executive Officer or their properly designated representative. The information required of in-state travel is also required for out-of-state travel.

International travel requires specific written approval from the THSSAA and the Department of Homeland Security Program Directorate. Travel requests for international travel should be submitted in letter format with sufficient justification to ensure the necessity is clearly understood.

In all cases, any request for travel must be approved prior to commencement of the travel. Failure to obtain this approval may result in denial of the reimbursement.

Payroll Reimbursement: Reimbursement of payroll cost for backfill or overtime must be supported by timesheets and proof of payment to the employee. Copies of the payroll journal certified by the Payroll Officer or Chief Financial Officer may be submitted as proof of payment for payroll cost.

The attached table provides minimum supporting documentation requirements acceptable for submission to THSSAA for reimbursement.

In addition, jurisdictions receiving Operation Stonegarden funds are referred to SAA Information Bulletin 12-005 for additional information and guidance.

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[1] Go to the following link for general rules for Per Diem expenses:
http://www.gsa.gov/portal/ext/public/site/FTR/file/Chapter301p011.html/category/21868/#wp1089939

If you have any questions regarding this guidance, please contact the THSSAA Grant Technician for your region.

Category	Acceptable Supporting Documentation and Other Key Documentation Reminders
General	• Submissions for reimbursement should be limited to ten (10) line items or less per reimbursement request submission. • Do not mix projects on a submission. • Do not combine and resubmit denied submissions. • Do not submit multiple reimbursement requests for the same invoice, unless they are for -different projects. • Omitting the proper supporting documentation will result in denial of the reimbursement request. • **If the Sub-grantee enters into an agreement with others using Federal Grant Funds, the Sub-grantee must ensure the other parties understand they are bound by the same documentation rules as the Sub-grantee.** • For all goods and services a receiving report or signature of the individual receiving the goods or services and date received must be reflected on the Purchase Order or invoice. For Procurement Card purchases Purchase Orders are not required to be submitted if Purchase Orders are not required by local rule for that type of purchase. • If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official or individual who signed the grant award documents stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity. Not using purchase orders or purchase agreements does not relieve the entity from ensuring vendors used are not on the Excluded Parties List (EPLS). • **Evidence of verification the vendor used was not on the debarred list must be obtained by printing the Excluded Parties List (EPLS) search results from https://www.SAM.gov prior to making the purchase or issuing a contract. The results must be submitted as part of the supporting documentation when requesting reimbursement or an advance for goods or services. This requirement applies to all reimbursement or advance request submitted to the Texas Homeland Security State Administrative Agency (THSSAA).** • Please submit your signed submission cover sheet and the supporting documentation by either scanning all documents into SPARS or by emailing the coversheet and supporting documentation to SAA_RR@txdps.state.tx.us or fax to 512. 206-3137. (Please note there is an underscore between SAA and RR.) If you only submit the Signed Submission Coversheet by email or fax, indicate on the coversheet that the supporting documentation was uploaded in SPARS • If you do not have scanning capabilities, you may fax your Signed Submission Cover sheet with the supporting documentation to (512) 206-3137 to the attention of your Grant Technician. • * Options other than the cancelled check: You may submit a copy of the non-negotiable bank instrument in lieu of a cancelled check, but it must be accompanied by the detailed general ledger or equivalent report showing payment to the vendor.
Salary	• Copy of the payroll journal for the period reimbursement is being requested, listing the individual's name, and rate of pay. The page should also be certified by the Payroll Officer. (Redact SSN) • For overtime, copies of timesheets and work schedules must be provided. • For new hires, a copy of the job description must be submitted with the first request for reimbursement that includes the new hire.
Travel	• As prescribed by UGMS and 44, CFR local travel rules apply if established. If not, the Federal guidelines shown on the GSA website apply. • Written travel authorization documenting approval by the local entity prior to commencement of the travel • Travel voucher with all supporting documents required by local travel rules (i.e., airline ticket, gasoline receipts, meal receipts, transportation receipts, lodging receipts, tips, and the written approval.) • Accounting ledger/budget report listing indicating payment. • Effective for travel commenced after July 20, 2012, lodging cost in excess of Federal Per-diem rates will not be reimbursed unless the local authority has approved the higher rate prior to commencement of travel. • All out-of-state travel must be pre-approved by the local elected official, or the elected officials' designee, prior to commencement. Foreign travel must be approved by SAA and DHS prior to commencement.
Supplies	• Three way match (invoice, purchase order, receiving report).The invoice should be stamped paid and reference to, either a check number, ach routing number, or the means of payment used, and date. • Copy of the cancelled check.* • If the three way match information is not available the following should be provided: - Accounting ledger/budget report/cancelled check - Invoice marked paid and signed by the receiving individual and that all items were received. - A copy of the credit card statement reflecting the purchase and the cancelled check paying the balance. * • If an order is made via the internet and payment is made by credit card, provide a copy of the internet receipt and the confirmation email.
Equipment	Must be preapproved by SAA prior to purchase.

	• The purchase order or contract used for procurement of equipment must provide a full description of the equipment item(s) • Any Interoperable equipment such as radio/repeaters/based stations/consolettes/towers must include the approval of the State Wide Interoperable Communications Officer (SWIC) • Ensure compliance with the Federal Environmental Planning and Historical Preservation (EHP) program before procurement. • The EPH forms can be downloaded from the FEMA website at: http://www.fema.gov.government/grant/bulletins/index/shtm
Contract Services	• The first reimbursement request must contain a copy of the signed contract and the verification of debarment. ♦ If subsequent contract amendments change the scope and/or the amount, the revised signed contract must be submitted for the first reimbursement request subsequent to the amended contract. • Copy of the cancelled check and the vendor invoice reflecting the contract number.* • If deliverables are required by the contract, the reimbursement request must identify the deliverable and the vendor invoice must specifically reflect the deliverable being invoiced. • Accounting ledger/budget report listing/cancelled check • All payments for contractual services must reflect a date within the grant performance period. If the invoice reflects services outside the performance period, reimbursement will be denied.
Conferences/ Workshops/ Training	• Copy of the registration form and training certificate Name of the conference or workkshop • Inclusive dates of the training/conference workshop • Location of the event • Name(s) of the attendee(s) • For payments made by credit card, a credit card statement reflecting the charge and a copy of the cancelled check or EFT reflecting the payment of the credit card statement.* • Backfill charges must have: -the name of the individual used as a backfill -a breakdown of the amount and how it was derived -documentation supporting this information • If training reservation is made via the internet and payment is made by credit card, provide a copy of the internet receipt and the confirmation email. The purchase order should also be provided.
Exercises	• Name, type of exercise and location • Certificate from exercise, if offered. If a certificate is not offered, a copy of the order to participate in the exercise • Accounting ledger/budget report with attendee's name

Operating Expenses	• Postage, printing, communications, rental software, etc. Use the Cost Reimbursement Form (CRF) and supporting documentation identifying each charge for which reimbursement is being requested. For salaries, copies of the timesheets and proof of payment must be submitted. All other costs must be supported with the same documentation identified in the supplies and equipment areas above. Direct charges for phones, office supplies, equipment, etc., that are easily identified and relating to the operation of the COG must be supported by invoices, proof of receipt, and proof of payment. Indirect cost, where the costs are allocated based on approved indirect cost plan should be supported by a copy of the General Ledger.
	• If requesting reimbursement for indirect cost, provide a copy of the approved Indirect Cost Plan. Only one copy of the plan is needed unless the basis of the costs changes. Afterwards, provide a copy of each year's approval letter with the rates.
For jurisdictions receiving Operation Stonegarden Funds, please refer also to THSSAA Information Bulletin 12-005	

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SAA Information Bulletin
No. 12-007
July 31, 2012

To: All Sub-recipients of Operation Stonegarden Grant Program Funds
From: Machelle Pharr, Deputy Assistant Director

Subject: Operation Stonegarden Grant Program

This information bulletin provides additional guidance in support of expenditures for which reimbursement is being requested under the Operation Stonegarden Grant Program. The content of this bulletin is effective July 31, 2012. This Information Bulletin supersedes TDEM-SAA Information Bulletin #15 issued January 11, 2010.

The Texas Homeland Security State Administrative Agency (THSSAA) is responsible for ensuring all expenditures, for which reimbursement is being requested, are reasonable, allowable and allocable. The THSSAA is guided by Office of Management and Budget (OMB) Circular A-87 in making this determination.

Chapter II, ATTACHMENT A, Section C paragraph 1.j of the Texas Uniform Grant Management Standards (UGMS) requires expenditures to be adequately documented. The reference states: "Documentation required may include, but is not limited to, travel records, time sheets, invoices, contracts, mileage records, billing records, telephone bills and other documentation that verifies the expenditure amount and appropriateness to the grant."

Operation Stonegarden Grant recipients are prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved by the appropriate U.S. Customs and Border Patrol (USCBP) Sector Representative, U.S. Customs and Border Patrol (CBP) Sector Headquarters (HQ), and the Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Grant Development and Administration Division (GD&A) Program Analyst.

In addition, Operation Stonegarden Grant Recipients must have submitted the expenditure request into SPARs and obtained THSSAA approval prior to purchase or incurring an expense.

Sub-grantees are reminded that Operation Orders do not carry forward to a new grant. Each Operations Order is specific to the award and award year of the grant.

The U. S. Department of Homeland Security states that Operation Stonegarden funds may be used:

- to activate reserve State, local and Tribal law enforcement personnel
- to pay current part time law enforcement personnel salary bringing them to full time status
- for travel, per-diem and lodging to support up to a six (6) month deployment of law enforcement personnel to critical Southwest Border locations to support operational activities
- for fuel and/or fuel mileage reimbursement cap for operational activities
- for backfill costs for personnel supporting operational activities are allowable
- to support a request to the Governor to activate, deploy or redeploy specialized National GuardUnits/Packages and/or elements of State law enforcement to increase or augment Specialized/technical law enforcement elements operational activities
- to increase operational, material and technological readiness of State, local and Tribal law enforcement agencies.

However, prior to expending any OPSG funds, these categories must be included on an operations order that has been reviewed and approved by the appropriate USCBP Sector Representative, CBP Sector Headquarters (HQ), and the FEMA/GPD&A Program Analyst.

Sub-recipients are reminded that under FEMA grant guidance, no more than 50% of the amount of the award may be used for personnel costs (which includes, but is not limited to: overtime, backfill, and increasing capability by utilizing part-time and/or reserve law enforcement to support OPSG operational activities). This requirement may be waived at the discretion of the FEMA Administrator on a case by case basis, after receipt of a written request. The format for a waiver request can be found in Grant Programs Directorate Information Bulletin No. 321, dated July 09, 2009.

Payroll cost related to Operation Stonegarden funding is limited to operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for increased border security enhancement; cost of bringing part-time employees up to full time; or, cost associated with backfill for personnel supporting operational activities. Overtime hours are determined based on the local jurisdictions written overtime policy. That policy must be applied consistently across all funding sources whether they are Federal, State or local. If the jurisdiction indicates they are using the Fair Labor Standards Act (FLSA) or Department of Labor rules for their overtime policy, those rules will be applied to the overtime hours reported in the reimbursement request. For overtime calculated under the FLSA, paid leave is not allowable in the calculation of overtime, including comp time. For sub-recipients that have an Interlocal Cooperative Agreement, a Memorandum of Understanding or any other form of contract with other jurisdictions, the overtime policies of the sub-recipient receiving the award from the THSSAA is the controlling factor in determining calculation of overtime. The jurisdictions entering into the interposal agreement will be reimbursed based on the awarded sub-recipients overtime policy.

Request for reimbursement of payroll cost must be supported by timesheets, and proof of payment to the employee. **Request for reimbursement of overtime, backfill or cost of bringing part-time employees up to full time, shall only be for positions specifically identified in the operations order.** Copies of the payroll journal certified by the Payroll Officer or Chief Financial Officer must be included for each payroll reimbursement request submitted. Payroll reimbursements should be submitted monthly based on the ending date of the payroll period. For consistency, we have provided a form for use in submitting payroll reimbursement requests. Use of this form and

submission of the proper supporting documentation will facilitate timely reimbursement. Submission of multiple months on the same request will result in the denial of the request. The request will be returned and a separate reimbursement request must be submitted for each month included on the original request.

Unless otherwise authorized by FEMA/DHS, jurisdictions may not claim both mileage and fuel/vehicle maintenance at the same time. Mileage reimbursement is designed to include the costs for vehicle maintenance. If fuel is claimed, then vehicle maintenance may also be claimed. However, you cannot claim fuel and maintenance in addition to mileage. Note that on any operations order, (1) mileage must be listed as a budget item by itself, but not fuel and vehicle maintenance OR (2) fuel and vehicle maintenance can be listed as budget items, but not mileage. The AEL codes for these categories, when submitting expenditure requests are as follows:

(21OS-01-MILE) Mileage reimbursement for select operational expenses
(21OS-01-FLSG) Fuel reimbursement for select operational expenses
(21OS-01-MRSG) Reimbursement for select operational expenses associated with maintenance of Stonegarden operational vehicles

Mileage reimbursements should be submitted monthly on the appropriate form. For consistency, we have attached a form to be used for mileage claims.

Local governments receiving a grant from the THSSAA are responsible for ensuring all subcontractors are aware of and follow all grant requirements.

For reimbursement of equipment, the equipment must be included in the budget narrative submitted to Customs and Border Patrol and Department of Homeland Security included on the approved Operations Order.

The THSSAA recognizes there may be limitations in the procurement processes used by some entities. If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official, or individual who signed the grant award documents, stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity.

Documentation submitted in support of the reimbursement request must be in accordance with THSSAA Information Bulletin 11-005 (Revised July 2012).

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SAA Information Bulletin
No. 15-001
November 5, 2014

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

From: Garry Jones
Deputy Assistant Director

Subject: Allowability and Clarification of Weapons and Weapons Accessories

Effective Date: November 5, 2014

Purpose: This information bulletin provides clarification as to what is considered allowable and unallowable in regards to weapons and weapons accessories for sub-recipients of Homeland Security Grant Program (HSGP) funds seeking reimbursement from the Texas Homeland Security State Administrative Agency (THSSAA).

Scope: This information bulletin applies to all entities submitting expenditures that are partially or entirely funded with Homeland Security Grant Program funds.

Guidance: "Per FEMA policy, the purchase of weapons and weapons accessories is not allowed with HSGP funds" *(e.g. see the 2014 Homeland Security Grant Program Funding Opportunity Announcement – Unallowable Costs (page 57)*. However, accessories that are commonly associated with them may be allowable. The following general guidelines are used to determine allowability:

1. Is the item designed to be a lethal or less lethal weapon?
2. Is the item designed to be attached to a lethal or less lethal weapon?
3. Is the item's primary use to enhance the lethality of a weapon?
4. How will the item be used?

Determination Examples:

1. The City of X would like to purchase night vision and subject designator devices for their SWAT Team. They request the following equipment:

    A. Weapon Mounted Night Vision Device
    B. Omega Night Vision Binoculars
    C. Weapon Mounted LED Mini Integrated Pointing Illumination Module

    Items A and C would be unallowable because they are designed to attach to a weapon and enhance the lethality. However, item B would be allowable because it does not attach to a weapon nor enhance the lethality of the weapon.

2. The City of Z would like to outfit their SWAT Team with new body armor and accessories. The pouches are planned to be purchased separately in order to customize the vests for their specific needs. They request the following:

    A. Armored Vest and Plate Carrier
    B. Level IV Hard Armor Plate
    C. Large Utility Pouch
    D. Medical Pouch MOLLE
    E. Radio Pouch
    F. Double Mag Pouch
    G. 2 Point Padded Sling

    Items F and G are unallowable. Item F because it holds the ammunition and therefore enhances the lethality of the weapon and item G is unallowable because it is designed to attach to a weapon and item. The other items are allowable.

Additional Allowability Examples and Restrictions:

1. If you are planning on using a device that can attach to a weapon in a detached mode only, it is still unallowable. An example would be if you are purchasing a spotting scope that attaches to a rifle but you are attaching it to a gun stock that has no trigger mechanism, it is still unallowable.
2. If you purchase a device (e.g. night vision) that can be attached to any rifle accessory (e.g. rifle scope) it would also be unallowable.
3. Some weapons related trainings are not allowable:
    a. Weapon specific training (e.g. sharp shooter/sniper training)
    b. Training where live rounds are being used will be reviewed on a case by case basis by the SAA for allowability. *(also see #7 below)*
    c. Training that is not FEMA approved.
    d. Basic law enforcement training (e.g. law enforcement academy training or other routine training for law enforcement officers)
4. Most weapons and weapon accessories are restricted and may only be purchased for a NIMS typed team. Refer to the Responders Knowledge Base (RKB) under the Allowable Equipment List (AEL) Codes for more information.
5. Some equipment may require additional prior approval by FEMA on a case by case basis (e.g. simunitions, specialized training devices, training, etc.).
6. **All expenditure requests must have THSSAA approval *prior to purchase*.**
7. ***No ammunition* will be purchased with HSGP funding for any reason.**

General Allowability Chart:
This chart is just a reference and not all inclusive. If there is an item not listed and/or you have questions about an Item, please call your Grant Coordinator for assistance.

Item Name	Allowable	Unallowable	Reason(s) 1. Weapons mountable 2. Enhances the lethality 3. Weapon/Less lethal Weapon
Armor Plate	X		
Armored Vest	X		
Batons		X	3
Binoculars	X		
Bi-pods and Tri-pods (Non Weapon Mounted)	X		
Bi-pods and Tri-pods (Weapon/Rail Mounted)		X	1
Energetic Materials (explosive materials)	The SAA will review on a case by case basic and will follow FEMA's Policy #FP 104-008-207-1 on Energetic Materials for bomb squad training only. (Policy Link)		

Item Name	Allowable	Unallowable	Reason(s) 1. Weapons mountable 2. Enhances the lethality 3. Weapon/Less lethal Weapon
Flashbangs/Grenades		X	3
Gun Racks		X	1,2
Guns		X	3
Holsters (Gun or Taser)		X	1,2
Laser Pointing Device (Non Weapon Mounted)	X		
Laser Pointing Device (Weapon/Rail Mounted)		X	1,2
Laser Range Finders (Non Weapon Mounted)	X		
Laser Range Finders (Weapon/Rail Mounted)		X	1,2
Long Range Acoustic Device (LRAD)	LRAD's will be reviewed on a case by case basis by the SAA. ***NOTE:*** *The SAA may require the sub-grantee to submit a certification indicating the device will not be used as a less lethal weapon.*		
Night Vision Binoculars	X		
Night Vision Device (Non Weapon Mounted)	X		
Night Vision Device (Weapon/Rail Mounted)		X	1,2
Night Vision Scopes (Non Weapon Mounted)	X		
Night Vision Scopes (Weapon/Rail Mounted)		X	1,2
Pintle Mounts		X	1,2
Plate Carrier	X		
Pointing Illumination Module - Flashlight (Non Weapon Mounted)	X		
Pointing Illumination Module - Flashlight (Weapon/Rail Mounted)		X	1,2
Pointing Laser Module (Non Weapon Mounted)	X		
Pointing Laser Module (Weapon/Rail Mounted)		X	1,2
Pouch - Radio	X		
Pouches - Flashlight	X		
Pouches - Mag		X	2
Pouches - Medical	X		
Pouches - Utility	X		
Slings (Non Weapon Mounted)	X		
Slings (Weapon Mounted)		X	1,2
Spotting Scopes (Non Weapon Mountable)	X		
Spotting Scopes (Weapon/Rail Mounted)		X	1,2
Tasers		X	3
Thermal Scopes (Non Weapon Mountable)	X		
Thermal Scopes (Weapon/Rail Mountable)		X	1,2
Thermal Vision Device (Non Weapon Mounted)	X		
Thermal Vision Device (Weapon/Rail Mounted)		X	1,2
Training - FBI Bomb squad (FEMA approved)	X		
Training - SWAT Sniper		X	2
Other Less lethal Weapons		X	1,2

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THSSAA Information Bulletin
No. 15-002,
April 2, 2015

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: Garry Jones
Deputy Assistant Director
Texas Homeland Security State Administrative Agency (THSSAA)

Subject: Use, Disposition, Pass-through and Loan of HSGP Funded Equipment

Attachment: (1) SF-428, SF-428c, and SF-428s Forms
(2) Equipment Pass-Through Form
(3) Equipment Loan Form

Purpose:

This Information Bulletin clarifies the use of and process to dispose of, pass-through or loan grant purchased equipment and replaces THSSAA Information Bulletin #3 issued August 31, 2006 and THSSAA Information Bulletin #11-001 issued March 2, 2011. This will apply to all Homeland Security grant-funded equipment that is either noted as a capital asset or a controlled asset per THSSAA Information Bulletin# 12-004.

In some cases sub-recipients are required to request disposition instructions for equipment acquired with grant funds (acquired equipment) when original or replacement equipment is no longer needed for the original program or for other activities currently or previously supported by a Federal agency. Sub-recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the Federal government.

Sub-recipients may pass-through equipment procured with grant funds to a project participant to carry out grant-funded activities.

Sub-recipients may temporarily loan equipment procured with grant funds to a governmental or non-governmental entity to carry out or support grant-related activities.

Definitions:

Acquired Equipment – Equipment purchased with grant funds.

Fair Market Value – An estimate of the market value of a property, based on what a knowledgeable, willing, and unpressured buyer would probably pay to a knowledgeable, willing, and unpressured seller in the market. An estimate of fair market value may be founded either on precedent or extrapolation.

Passed-through Equipment – Equipment procured by a sub-recipient on behalf of a project participant or equipment purchased by a project participant and reimbursed by a sub-recipient to carry out a grant-funded project.

Project Participant – an entity participating in a grant-funded program that purchases or is reimbursed for equipment or other services as a direct result of their relationship with a sub-recipient in an effort to carry out grant-funded activities.

Receiving Entity – The recipient of passed-through or loaned assets.

Sub-recipient – an entity that receives a sub-award from the Texas Homeland Security State Administrative Agency to carry out all or part of a grant-funded program.

Written Appraisal – A report or document stating, based on an educated and professional opinion, the Fair Market Value of an asset.

Equipment Use

Per 44CFR § 13.32 (c), grant-funded equipment shall be used by the sub-recipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal funds.

When no longer needed for the original program, the equipment may be used in other activities currently or previously supported under a federal grant or sub-grant.

Passed-through Equipment

Acquired equipment may be passed-through from a sub-recipient to a project participant to carry out grant-funded activities under the following conditions:

- A memorandum of understanding (MOU) exists between the sub-recipient and the project participant (see section below for MOU requirements).
- The project participant must meet the same THSSAA eligibility criteria as the sub-recipient (see http://www.txdps.state.tx.us/director_staff/saa/documents/genHSGPEligInstr.pdf for general eligibility requirements). It is the responsibility of the sub-recipient to verify the eligibility of the project participant. The sub-recipient may be required to refund the cost of any equipment purchased with grant funds if it is determined that the project participant did not meet all eligibility requirements.
- The sub-recipient is responsible for notating on their inventory log, at a minimum, the following information for each passed-through equipment item:
    - A description of the asset

- A serial number or other identification number (Should match serial number or ID number recorded on project participant's inventory log.)
- The location of the equipment
  - The location may be referenced as the project participant's jurisdiction
  - A notation and the date that the equipment item was passed-through to a project participant

  Example Location Entry: Pass Through to Sample County on 1/15/15

- The sub-recipient must maintain, at a minimum, the above referenced information on their inventory list until notification is received from the project participant that the equipment has been properly disposed of.
- The project participant becomes responsible for any aspects of the asset including inventory control, disposition, and complying with all grant requirements as noted in the MOU.

The corresponding THSSAA Passed-through Equipment Form must be completed under all conditions for all controlled or capital assets as defined by THSSAA IB 12-004. A copy of the THSSAA form must be retained by both parties.

Loaned Equipment

Acquired equipment may be temporarily loaned to a governmental or non-governmental entity to carry out or support grant-related activities under the following conditions:

- A memorandum of understanding (MOU) exists between the sub-recipient and the receiving entity (see section below for MOU requirements).
- The receiving entity of loaned equipment must meet the same THSSAA eligibility criteria as the sub-recipient see http://www.txdps.state.tx.us/director_staff/saa/documents/genHSGPEligInstr.pdf for general eligibility requirements). It is the responsibility of the sub-recipient to verify the eligibility of the receiving entity.
- Equipment is loaned for a temporary time period for the purpose of a recent or immediate upcoming event. There is no intention by the sub-recipient to have the receiving entity keep the equipment.
- The sub-recipient retains responsibility for all aspects of the asset, including inventory control, disposition and complying with all grant requirements.

Some governmental entities in the State of Texas find it necessary in the furtherance of their Emergency Operations Plan to loan equipment to non-governmental responding entities. Some examples would be: school districts, not for profit organizations, volunteer fire departments, etc. In consultation with the Department of Homeland Security, following are additional eligibility requirements for loans to non-governmental entities:

- The non-governmental entity must be an emergency response or public safety agency.
- The sub-recipient in receipt of Homeland Security grant funded equipment must determine the non-governmental entity is included in the Emergency Operations Plan of a governmental jurisdiction. This plan must meet and be maintained at no less than the intermediate preparedness level required for HSGP grant eligibility and be on file with the Texas Division of Emergency Management (TDEM).

- The non-governmental entity must comply with HSPD-5, Management of Domestic Incidents, the adoption of the National Incident Management System (NIMS), a requirement to receive Federal preparedness assistance through grants, contracts, and other activities.
- It is allowable for a NIMS compliant organization to purchase equipment which is then used by others via a Memorandum of Understanding. Such an arrangement would be appropriate when a governmental entity wants to ensure that its organizations, included in their Emergency Operations Plan, with fewer resources can still effectively respond. The receiving entity(ies) should have a plan indicating whether and/or how they address the NIMS recommendations for Non-governmental entities.

The corresponding THSSAA Equipment Loan Form must be completed under all conditions for all controlled or capital assets as defined by THSSAA IB 12-004. A copy of the THSSAA form must be retained by both parties.

Emergency Loan Conditions:

In the event of a time sensitive situation where time spent verifying eligibility may endanger life or property, equipment may be loaned for mutual aid immediately but for a period of **not more than 60 days** without the need to verify eligibility. The sub-recipient will complete the (Equipment Loan Form) and retain it in their files.

Example: A storm hits a small community and has knocked out power. Generators are needed to help power a local hospital. Time is of the essence and a jurisdiction would not need to verify eligibility before moving the equipment. The generator will only be needed for a few weeks until power is restored.

Memorandum of Understanding (MOU) for Passed-Through or Loaned Equipment:

A sub-recipient who passes-through or loans procured equipment to another eligible jurisdiction or non-governmental entity must develop and complete an MOU for all controlled and capital assets as defined in SAA IB# 12-004.

The MOU must include:

1. The basis of the agreement.
2. Signature and date of both parties.
3. Details of the equipment to include: Description, Control number, SER/VIN number, Model number, Acquisition date and Unit cost.
4. Responsible party for the care, custody, control, maintenance, disposition and use of the equipment including but not limited to:
    a. Inventory control of any equipment loaned to a non-governmental entity in accordance with THSSAA Policy and the Uniform Grant Management Standards.
    b. Maintaining any issued equipment in good working order.
    c. Ensuring the equipment is used only as allowable under the grant and in the furtherance of the Emergency Operations Plan.
    d. Ensuring the sub-recipient is notified when passed-through equipment is disposed of by a project participant.

The MOU must be retained by both the receiving entity and the sub-recipient.

Equipment Disposition – Approval Required

Approval to dispose of equipment with a current per unit fair market value (FMV) of $5,000 or more is required in the following circumstances:

- The original sub-grant from which the equipment was purchased is still open (active).
- Original or replacement equipment acquired under a sub-grant is lost, destroyed, or stolen and insurance proceeds to purchase or offset the cost of a replacement are available.
- Original or replacement equipment acquired under a closed grant or sub-grant is no longer needed for the original program or for other activities currently or previously supported by either the Federal awarding agency under which the equipment was originally procured or any another Federal agency.
- When original or replacement equipment is sold the awarding agency shall have a right to an amount calculated by multiplying the current FMV or proceeds from sale by the awarding agency's share of the equipment:

  (FMV) X THSSAA's percentage (%) share of the original equipment acquisition cost.

  Example 1: Equipment Purchased Using 100% Grant Funds
  Current fair market value (appraisal) = $6,300.
  Formula: $6,300 X 100% = $6,300
  THSSAA would be entitled to the full $6,300.

  Example 2: Equipment Partially Purchased with Grant Funds
  Current fair market value (appraisal) = $6,300
  Percent that grant funds contributed to original purchase: 75%
  Formula: $6,300 X 75% = $4,725
  THSSAA would be entitled to $4,725

Equipment Disposition - No Approval Required

A disposition request is NOT required if the grant-funded equipment meets any of the following conditions:

- The current per unit fair market value of the equipment is less than $5,000.
- It is being used by the program for which it was originally acquired, regardless of whether or not the program is still receiving federal grant funds.
- The original sub-grant under which the equipment was purchased is closed and it is being used by another program within the jurisdiction/agency, region, or state that has received federal grant funds.

When no longer needed for the original program, the equipment may be used in other activities currently or previously supported under a federal grant or sub-grant. Note: Disposing of equipment by transferring to other federally funded programs implies the equipment is no longer necessary within the original grant program. As a result, THSSAA may not consider funding requests for similar equipment purchases from a sub-recipient who has transferred equipment in this manner for a period of time similar to the typical useful life of the transferred equipment.

- First preference for other use shall be given to programs currently or previously supported by grants from the federal awarding agency that sponsored the grant under which the equipment was procured.

For example, if the equipment was procured under the federal Homeland Security Grant Program from the Department of Homeland Security, Federal Emergency Management Agency (FEMA), then first preference must be given to other programs funded by FEMA in the order referenced below:

- Sub-recipients should first **review needs within their jurisdiction/agency** to determine if any programs supported by FEMA could use the equipment.
- If no programs within the jurisdiction/agency need the equipment then sub-recipients should **consult with the COG/UASI to review needs** within the region.
- If no programs within the COG/UASI region need the equipment then sub-recipients should **consult with THSSAA** to determine if the equipment could be used within any TXDPS programs funded by FEMA or within a program located within another region of the state.

- Next preference for other use shall be given to programs currently or previously supported by any other federal awarding agency. This includes any program that has received federal funds through a grant or sub-grant from any federal agency. Consideration must be given to other programs that are receiving or have received federal funds in the same order referenced above.

The sub-recipient must document the disposition date on their equipment inventory log and maintain documentation supporting decisions allowing for equipment use based on the preferences listed above.

Equipment Disposition Request Procedure:

A Tangible Personal Property Report (SF-428), Disposition Request (SF- 428c), and Supplemental Sheet (SF-428s) are required to request disposition instructions or report disposition for equipment with a current per unit FMV of $5,000 or more. A written appraisal of FMV must be included with the forms.

- The sub-recipient or receiving entity of passed-through equipment must submit the forms and written appraisal to the THSSAA Monitoring Section at SAAMonitoring@dps.texas.gov.
- If applicable as noted in the grid below, THSSAA will forward the documents to FEMA for approval, denial or special instructions.
- If THSSAA or FEMA does not provide disposition instructions within 120 days, the sub-recipient or receiving entity of passed-through equipment may continue to use the equipment or dispose in accordance with the applicable property standards.
- THSSAA will notify the sub-recipient or receiving entity of passed-through equipment of THSSAA's or FEMA's decision.

Disposition Approval Matrix for Equipment Valued Over $5,000

Equipment Disposition Type	Active Grant	Closed Grant
Retain for Original Purpose	No Approval Required	No Approval Required
Use in Other Federally Funded Activity/Program	THSSAA Approval Only	No Approval Required
Use Insurance Proceeds to Replace Lost, Destroyed, or Stolen Equipment	THSSAA Approval Only	THSSAA Approval Only
Trade in or Sell to Offset Cost of Replacement Equipment	THSSAA Approval Only	THSSAA Approval Only
Sell Equipment w/ Federal Share of Proceeds Refunded	THSSAA/FEMA Approval	THSSAA/FEMA Approval
Use in Non-Federally Funded Activity/Program	THSSAA/FEMA Approval	THSSAA/FEMA Approval

For any questions not addressed here or about the SF-428 forms, contact THSSAA monitoring unit.

Texas Department of Public Safety
Texas Homeland Security State Administrative Agency
Homeland Security Grant Program
Passed-Through Property Record

Sub-recipient:

_____
Name of Organization

_____
Street/Mailing Address, City, County, Zip

_____
Printed Name and Title

_____ _____
Signature Date

Project Participant:

_____
Name of Organization

_____
Street/Mailing Address, City, County, Zip

_____
Printed Name and Title

_____ _____
Signature Date

This is to certify that the property described below was acquired through the expenditure of grant funds awarded to the above named Homeland Security Grant Program Sub-recipient. The Project Participant receiving the property certifies that they have knowledge of the laws, rules and regulations of Texas Homeland Security grants. The Project Participant further certifies that they agree to be bound by all the contract covenants and exhibits to the Sub-recipient's Agreement and any modifications or amendments to that agreement as if they were written here. The Sub-recipient and Project Participant further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Sub-recipient further certifies that the Project Participant has complied with all Texas Homeland Security State Administrative Agency eligibility requirements.

Property being passed-through

Item description: _____
Item Control Number: _____
Serial Number/VIN: _____
Model Number: _____
Acquisition Date: _____
Unit Cost: _____

This form is provided for the benefit of grant administration. TXDPS/THSSAA cannot advise Sub-recipients about the legality of any specific property that is passed-through. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.

THSSAA EQUIPMENT LOAN RECORD

ITEM CONTROL/SERIAL NUMBER	ITEM DESCRIPTION	ORIGINAL SUBRECIPIENT	ORIGINAL SUBRECIPIENT PERSONNEL NAME/SIGNATURE	DATE LOANED	RECEIVING ENTITY	RECEIVING PERSONNEL NAME/SIGNATURE

The subrecipient maintains responsibility for inspection and financial liability for loss or damage to grant funded assets. Subrecipients must exercise reasonable care to safeguard assets from negligence and abuse, while providing proper maintenance as required. It is the subrecipient's responsibility to complete the paperwork for the loan. Receiving entities acknowledge compliance with Texas Homeland Security State Administrative Agency grant and eligibility requirements as noted in the Sub-Recipient Agreement. It is the subrecipient's responsibility to ensure the receiving entity has met those eligibility requirements before loan of equipment. All equipment must be returned to the subrecipient for disposition.

EMERGENCY LOANS

In the event of a time sensitive situation where time spent verifying eligibility may endanger life or property, equipment may be loaned for mutual aid immediately but for a period of not more than 60 days without the need to verify eligibility. **Please provide a brief description of the nature of the event and why eligibility could not be verified:**

TANGIBLE PERSONAL PROPERTY REPORT
SF- 428

		Page	of Pages
1.Federal Agency and Organization Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned by Federal Agency	3a. DUNS	3b. EIN
4. Recipient Organization (Name and complete address including zip code)		5. Recipient Account or Identifying Number	
6. Attachment (Check applicable) ___ Annual Report (SF-428-A) ___ Final (Award Closeout) Report (SF-428-B) ___ Disposition Report/Request (SF-428-C)		7. Supplemental Sheet ___ Yes ___ No	
8. Comments			
9a. Typed or Printed Name and Title of Authorized Certifying Official		9c. Telephone *(area code, number, extension)*	
		9d. Email address	
9b. Signature of authorized Certifying Official		9e. Date report submitted *(Month, Day, Year)*	
		10. Agency use only	

Instructions for Tangible Personal Property Report: SF-428

The estimated annual public reporting burden for the collection of information on this form and its attachments is estimated to average 2.75 hours per respondent, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

This is a standard form to be used by awarding agencies to collect information related to tangible personal property (equipment and supplies) when required by a Federal financial assistance award. The form consists of the cover sheet (SF-428) and three attachments to be used as required: Annual Report, SF428-A; Final (Award Closeout) Report, SF-428-B; and a Disposition Request/Report, SF-428-C. A Supplemental Sheet, SF-428S, may be used to provide detailed individual item information.

A. General Instructions:

Tangible personal property means property of any kind, except real property, that has physical existence. It includes equipment and supplies. It does not include copyrights, patents or securities. For convenience, throughout this form and its attachments, the term property will be synonymous with tangible personal property. The terms equipment and supplies will be used when referring to specific requirements.

Property may be provided by the awarding agency or acquired by the recipient with award funds. Federally-owned property consists of items that were furnished by the Federal government.

Recipients of Federal assistance awards may be required to provide Federal awarding agencies with information concerning property in their custody annually, at award closeout or when the property is no longer needed. Specific requirements will vary based on award provisions, the type of property (equipment or supplies) and whether the property is Federally-owned. This reporting form and its attachments are intended to assist recipients to provide necessary information when it is required.

1. **Federal Agency and Organizational Element to Which Report is Submitted.** Enter the name of the Federal agency and the agency organization element identified in the award document or as otherwise instructed by the agency. The organizational element is a sub-agency within a Federal agency. For example, the Air Force Office of Scientific Research (AFOSR) is an organizational element within the Department of Defense.

2. **Federal Grant or Other Identifying Number Assigned by Federal Agency.** Enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award.

3a. **DUNS.** Enter the recipient organization's Data Universal Numbering System (DUNS) number or Central Contract Registry extended DUNS number. The DUNS number is also referred to as the Universal Identifier.

3b. **EIN.** Enter the recipient organization's Employer Identification Number (EIN) as assigned by the Internal Revenue Service.

4. **Recipient Organization.** Enter the name and complete address, including zip code, of the recipient organization.

5. **Recipient Account or Identifying Number.** Enter the account number or other identifying number assigned to the award by the recipient. This number is for the recipient's use and is not required by the Federal agency.

6. **Attachment.** Check the applicable line to indicate the type of attachment being submitted. Use the Annual Report, SF-428-A, when required to provide annual inventory listings of Federally-owned property. Use the Final Report, SF-428-B, when required to provide property information in connection with the closeout of an award. Use the Disposition Request/Report, SF-428-C, when required to request disposition instructions for or to report the disposal of Federally-owned property or acquired equipment, at any time other than award closeout (i.e., during the award period or after award closeout as long as the Federal government retains an interest in the item).

7. **Supplemental Sheet.** Check the applicable block to indicate whether a Supplemental Sheet is attached. Recipients may use the SF-428S or equivalent document such as a computer print out to provide required detailed individual item information.

8. **Comments.** Provide any explanations or additional information in this block. Attach additional sheets if necessary.

9a. **Typed or Printed Name and Title of Authorized Certifying Official.** Enter the full name and title of the recipient representative authorized to sign this report.
b. **Signature of Authorized Certifying Official**. Original signature of the recipient's authorized certifying official.
c. **Telephone.** Enter the telephone number of the individual listed in Line 9a.
d. **Email address.** Enter the email address of the individual listed in 9a.
e. **Date report submitted.** Enter the date the report is submitted to the Federal agency.

10. **Agency use only.** This section is reserved for Federal agency use only.

TANGIBLE PERSONAL PROPERTY REPORT
Supplemental Sheet SF-428S

Federal Grant or Other Identifying Number Assigned by Federal Awarding Agency (Block 2 of SF-428)	Attachment Type ___ Annual Report ___ Final (Award Closeout) Report ___ Disposition Request/Report	Page	Of Pages

Complete one row for each item:

	Award Number (a)	GP or ACQ (b)	Description of Item (c)	Identification Number (d)	Acq. Date (e)	Cond. Code (f)	Acq. Cost (g)	Disp. Req. (h)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Instructions for Tangible Personal Property Report: SF-428S

A. General Instructions

This is a standard form to be used by recipients to provide detailed individual item information in connection with required reports of tangible personal property under Federal assistance awards.

Federal Grant or Other Identifying Number Assigned by Federal Agency. Enter the Federal grant, cooperative agreement or other financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award. If the Supplemental Sheet is submitted in connection with a Consolidated Annual Report Attachment, leave blank and enter individual award numbers in Column (a) for each item.

Report Type. Indicate the type of report Attachment for which the individual item information is being provided.

a. **Award Number.** For Consolidated Annual Report Attachments, enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award. For all other Report Attachments (i.e., Individual Annual, Final, and Disposition Request/Report) leave blank.

b. **GP or ACQ.** Enter GP if the item is Federally-owned property. Note: Federally-owned property consists of items furnished by the Federal Government for use on the award identified in Block 1 or Column a. Enter ACQ if the item was acquired with award funds.

c. **Description of Item.** Provide a brief description of the item.

d. **Identification Number.** Enter the manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.

e. **Acq. Date.** Enter the date the item was acquired by the recipient. For items furnished by the Federal Government, enter the date received by the recipient.

f. **Cond. Code.** Enter the applicable condition code from the following list:

Code	Description
1	Excellent. Property that is in new condition or unused condition and can be used immediately without modification or repairs.
4	Usable. Property which shows some wear, but can be used without significant repair.
7	Repairable. Property which is unusable in its current condition but can be economically repaired.
X	Salvage. Property which has value in excess of its basic material content, but repair or rehabilitation is impractical and/or uneconomical.
S	Scrap. Property which has no value except for its basic material content.

g. **Acq. Cost.** Enter the item acquisition cost.

h. **Disp. Req.** Indicate the type of disposition requested for each item by entering the corresponding number from Block 2 of the Final Report Attachment or Block 1 of the Disposition Request/Report Attachment. However, it is not necessary to enter this information when requesting the same disposition for all items of Federally-owned property or the same disposition for all items of Acquired Equipment (the disposition request indicated in the applicable Block(s) of the Final Report Attachment or the Disposition Request/Report Attachment will be sufficient). Not required for Annual Report Attachments.

TANGIBLE PERSONAL PROPERTY REPORT
Disposition Request/Report SF-428- C

Federal Grant or Other Identifying Number Assigned by Federal Agency (Block 2 of SF-428)

1. **Request Disposition Instructions for**:	**For Agency Use Only**
a. **Federally-owned Property** *(Select one or more and attach Supplemental Sheet SF-428S or recipient equivalent)* (i) ___ Request Federal Agency disposition instructions (ii) ___ Other (Specify in Block 8 "Comments" or attach request)	Agency response to requested disposition of Federally owned property: (i) Recipient request approved___ denied ___. (ii) Dispose in accordance with attached instructions ___.
b. **Acquired Equipment with current fair market value of $5,000 or more** *(Select one or more and attach Supplemental Sheet SF-428S or recipient equivalent)* (i) ___ Request approval to trade-in or sell to offset costs of replacement equipment (ii) ___ Request Federal Agency disposition instructions	Agency response to requested disposition of acquired equipment: (i) Recipient request approved___ denied ___. (ii) Dispose in accordance with attached instructions ___.

Authorized Awarding Agency Official	
Signature:	Date:
Name:	Phone:
Title	Email

2. **Report Disposition by Sale or Retention**

a. ___ Retention of acquired equipment for use on non Federally supported projects

b. ___ Sale of acquired equipment

(Attach Supplemental Sheet SF-428S or recipient equivalent and complete worksheet below)

(i) Sale proceeds (or estimate of current fair market value)..... $_____

(ii) Percentage of Federal participation ..... _____%

(iii) Federal share ..... $_____

(iv) Selling and handling allowance ..... $_____

(v) **Amount remitted to the Federal Government**..... $_____

3. **Report Loss, Destruction or Theft of Federally-owned Property**

___ Loss, Destruction or Theft of Federally-owned property

(Attach Supplemental Sheet SF-428S or recipient equivalent and describe the circumstances in Block 4)

4. **Comments**

DISPOSITION REQUEST/REPORT ATTACHMENT TO TPR

Agency use only

Instructions for Disposition Request/Report: SF-428 Attachment C

A. General Instructions:

This Attachment is to be used by recipients when required to request disposition instructions or to report disposition of Federally-owned property or acquired equipment under Federal assistance awards at any time other than award closeout (i.e., during the award period or after closeout as long as the Federal government retains an interest in the item).

Recipients provided Federally-owned property for use under Federal assistance awards are required to request disposition instructions from the awarding agency when the Federally-owned property is no longer needed for the authorized purpose. Recipients may be required to request disposition instructions for equipment acquired with award funds (acquired equipment) when an item is no longer needed for use on Federally-sponsored activities. Recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the Federal government. This attachment is intended to assist recipients in providing appropriate information to the awarding agency. Note: If the Federal awarding agency has exercised statutory authority to vest title to acquired equipment in the recipient with no further obligation to the Federal government, you are not required to request disposition instructions or to report disposition (i.e., sale or retention for non Federal use) of those items of equipment.

Federal Grant or Other Identifying Number Assigned by Federal Agency. Enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award.

1. **Request Disposition Instructions for:** Use this section to request Federal awarding agency disposition instructions when required by the award provisions.

a. **Federally-owned Property.** Consists of items that were furnished by the Government. Check applicable blocks to indicate the requested Federal awarding agency action for items that are no longer needed for use on the award specified in Block 2.

(i) To request Federal agency disposition instructions.
(ii) To request a specific disposition, e.g., transfer to another award.

b. **Acquired Equipment with a current fair market value of $5,000 or more.** Note: Fair market value means the best estimate of the gross sales proceeds if the property were to be sold in a public sale. Check applicable blocks to indicate the requested Federal awarding agency action.

(i) To request approval to trade-in or sell to offset costs of replacement equipment.
(ii) To request Federal agency disposition instructions for equipment acquired with award funds.

2. **Report Disposition by Sale or Retention.** Use this section when required to compensate the Federal awarding agency for its interest in acquired equipment with a current fair market value of $5,000 or more that you have sold or retained for use on non Federally supported activities. Check applicable blocks to indicate the type of action being reported and complete the worksheet to calculate the amount of compensation due to the awarding agency for its interest in the equipment.

a. Retention of acquired equipment for use on non-Federally supported projects.
b. Sale of acquired equipment.

Worksheet

(i) Enter the total amount received if the equipment has been sold. Enter an estimate of the current fair market value if the equipment will be retained for use on non Federally funded projects.
(ii) Enter the percentage of Federal Government participation in the award under which the equipment was acquired.
(iii) Enter the dollar amount of sales proceeds (or estimate of current fair market value) multiplied by the percentage of Federal Government participation listed in (ii).
(iv) If the equipment was sold, enter the amount of selling and handling expenses. Enter zero if the equipment will be retained for use on non-Federally funded projects.
(v) Enter the amount of the Federal share in (iii) less the selling and handling expense listed in (iv). Indicate in Block 8 how the funds are being returned to the government. For example, attached check made out to the Awarding Agency/U.S. Treasury or electronic remission.

3. **Report Loss, Destruction or Theft of Federally-owned Property.** Use this section to notify the awarding agency. Check block to indicate that Federally-owned property has been lost, damaged or stolen, list the item(s) on SF-428S or recipient equivalent and describe the circumstances in Block 4.

4. **Comments.** Provide any explanations or additional information in this block. Attach additional sheets if necessary.

Agency use only. This section is reserved for Federal agency use only.

EXHIBIT “G”

Weekly Activity Report

HIDALGO COUNTY

Your Local Agency Name

OPERATION STONEGARDEN WEEKLY ACTIVITY REPORT

Date	Number of Officers worked	Hours worked (Shift)*	Location Worked	Outcome
7/13/2015	3	1800-0400	WEST- Citrus City Area	25 VEHICLE STOP, 8 CITATIONS, 17 WARNINGS
		SAMPLE		
Total	3			

EXHIBIT “H”

Daily Activity Report Summary and Detail

PLEASE TYPE IN YOUR CITY NAME
2014 OPERATION STONEGARDEN
GRANT #: EMW-2014-SS-00029

DAILY ACTIVITY REPORT SUMMARY

Date: _____ **Overtime Rate:**_____

Begining 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: _____

Officer (Print)_____ **Title:** _____ **I.D. #** _____

Officer (Sign)_____ **Title:** _____ **I.D. #** _____

Supervisor: _____ **Title:** _____ **I.D. #** _____

PLEASE TYPE IN YOUR CITY NAME

DAILY ACTIVITY REPORT DETAIL

OPSG 2014 Grant#: EMW-2014-SS-00029

PLEASE PRINT LEGIBLY

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

1.)

SECTOR	:00 PM - :00 AM, Officer 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:** _____

7/31/2015 11:58 AM

EXHIBIT "I"

Property Acquisition Form

EXHIBIT "I"

CITY NAME
2014 STONEGARDEN GRANT - PROPERTY ACQUISITION FORM
GRANT #EMW-2014-SS-00029

Description	Tag ID#	Serial or ID#	Source of Property	Title Owner	Acquisition Date	Cost	% of Federal/ State Participation in Cost of Property	Location	Use & Condition of Property	Disposal Date	Price Sold

To be submitted monthly with attached photos of all equipment showing ID tags.

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 _____, 2015, 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 $4,674,438.00 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 2014 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 2014 Sub-Recipient Award for Hidalgo County," (Sub-Recipient Agreement) dated May 7, 2015, 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 No. 12-003 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 $300,000.00 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 the 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 reimbursements pertaining to costs incurred or performances rendered that are not in compliance with 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 complete and execute a Passed-Through Property Record or Equipment Loan Record, as necessary, for each asset purchased with Grant funds, as required by State Administration Agency Bulletin 15-002 or its successor (**See Exhibit "F"**).

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 No. 12-004 or its successor (**See Exhibit "F")**. City shall conduct an annual physical inventory for all assets purchased with current and prior Grant funds and provide said information to County on an annual basis. The inventory identified on the Property Acquisition Form should include a complete and accurate listing of all equipment/assets including tag numbers, id numbers and serial numbers with photographs depicting same (**See Exhibit "I"**). City shall not use Grant funds for the purchase of weapons and weapons accessories in accordance with State Administrative Agency Bulletin No. 15-001 or its successor (**See Exhibit "F"**).

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 required for reimbursement of Grant funds from County. These include but not limited to the Cost Reimbursement Form and all supporting documentation **(See Exhibit "F")**, a Passed Through Property Record or Loan Record (with photographs and sam.gov verification) **(See Exhibit "F")**, a Property Acquisition Form detailing a cumulative report of all property secured with Grant funds from the inception of the first Grant period (**See Exhibit "I")** and the Annual Inventory Control Requirement Form **(See Exhibit "F").** These reports must be submitted to County by **June 30th** of each year. City shall provide County with a weekly activity report (**See Exhibit "G"**). 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 No. 12-004 or its successor attached thereto.)

As noted above, all reports required for submission are as follows:

FORMS	**SUBMIT**
Eligibility Certification Form	Annually

Annual Inventory Control Requirement Form	Annually
Property Acquisition Form	Annually
Weekly Activity Report	Weekly
Agency Cost Reimbursement Request Form	With Reimbursement Request
Individual Reimbursement Request Form	With Reimbursement Request
Daily Activity Report Summary	With Reimbursement Request
Daily Activity Report Detail	With Reimbursement Request
Passed-Through Property Record Form	With Reimbursement Request
Disposition Request/Report SF-428- C Form	As needed upon asset disposal

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 delay or 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")**, Passed Through-Property Record Form **(See Exhibit "F"),** Copies of Invoices, and other related information whether or not requested by County on a monthly basis no later than the 15th of each month for the previous month. Each Cost Reimbursement Request shall be completed pursuant to the instructions and State Administration Agency Bulletin Nos. 11-005, 12-005, 15-001 and 15-002 (or their successors) 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 Sub-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. City shall be responsible for the care, maintenance, repair, custody, control, disposition and use of any asset purchased with Grant funds.

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 the responsible party for the care, maintenance and repair of same, as noted above. 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. City shall also complete a Disposition Request/Report Form SF-428-C as required by State Administration Agency Bulletin No. 15-002 **(See Exhibit "F")**.

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 none of its elected officials, officers, employees, consultants, or 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
302 W. University Dr.
Edinburg, TX 78539

If to City: City of Edinburg
415 W. University Dr.
Edinburg, TX 78539

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

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 Garcia**,** Mayor

ATTEST

_____
Myra L. Ayala 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,
Ricardo Rodriguez, Jr.

By:_____
Josephine Ramirez Solis,
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”	Agency Cost Reimbursement Request Form and SAA Bulletins
• F-1:	Agency Cost Reimbursement Request
• F-2	Individual Reimbursement Form
• F-3	Cost Reimbursement Request Instructions
• F-4	SAA Information Bulletin 12-003
• F-5	SAA Information Bulletin 12-004
• F-6	Annual Inventory Control Requirement Form
• F-7	SAA Information Bulletin 11-005
• F-8	SAA Information Bulletin 12-005
• F-9	SAA Information Bulletin 12-007
• F-10	SAA Information Bulletin 15-001
• F-11	SAA Information Bulletin 15-002
Exhibit “G”	Weekly Activity Report
Exhibit “H”	Daily Activity Report Summary and Detail
Exhibit “I”	Property Acquisition Form

EXHIBIT "A"

Grant Terms and Conditions

U.S. Department of Homeland Security
Washington, DC 20472

FEMA

FY2014 OPSG COND Approval Texas – Hidalgo15-RGVRGV-11-001 V0

April 22, 2015

Arturo Mendez
Texas Homeland Security State Administrative Agency
PO Box 4087
Austin, TX 78773

Dear Mr. Mendez:

Please be advised that, based on the Department of Homeland Security, Federal Emergency Management Agency's (FEMA) Operation Stonegarden Grant Program (OPSG) guidelines and special conditions associated with this program, the below referenced Operations Order is *conditionally approved*:

Operations Order No: 15-RGVRGV-11-001 V0
Fiscal Year: 2014
Amount Approved: $4,674,438
Operations Order Dates: 10/1/2014 to 8/31/2016
Recipient: Hidalgo County, Texas

Pending approval of the Personnel Cap Waiver by the FEMA Administrator, Hidalgo County is authorized to spend up to, but must not exceed, 50 percent of the FY 2014 Operation Stonegarden allocation issued by FEMA. A subsequent approval letter will be issued for this Operations Order upon receipt of the FEMA Administrator's approval.

Expenditures from the Operations Order were reviewed and approved by FEMA and U.S. Customs and Border Protection/Border Patrol (CBP). These expenses will assist the County in conducting border centric, intelligence driven operations with the goal of reduction or elimination of threat, risk and vulnerability along our Nations' borders.

Please find the below special conditions associated with OPSG and retain this letter for your grant files. If you have any questions, please feel free to contact me at (202) 786-9668.

Sincerely,

Corey Walz

Corey Walz
Program Analyst
U.S. Department of Homeland Security
Federal Emergency Management Agency
Grant Programs Directorate

Cc: U.S. Customs and Border Protection/ Border Patrol

The following Special Conditions are associated with this Operation Stonegarden award:

1. Construction and construction-type activities are prohibited.
2. Lethal or less than lethal forces including, but not limited to: weapons, firearms, ammunition and tasers are prohibited.
3. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), the sum of all personnel related expenses shall not exceed 50% of the recipient's allocation without first obtaining a waiver from the FEMA Administrator.
4. All participating agencies shall monitor, review and track expenditures of OPSG funds under individual Operations Orders issued. Participating agencies shall not obligate, and/or encumber OPSG grant funds beyond the total of their allocation issued by FEMA.
5. The Operations Order has been reviewed and approved under the Environmental and Historic Preservation Program (EHP) guidelines as being categorically excluded from further EHP review.
6. Recipients must submit a letter of justification for all proposed vehicles or equipment items in excess of $100,000. This justification will be reviewed by CBP and FEMA.

Texas Department of Public Safety

2014 Sub-Recipient Award for Hidalgo County

1. General Award Information	Reference/Encumbrance No:	
Date of Award: May 7, 2015	Prepared By: Mendez, Arturo	3. SAA Award Number: 14-SR 48215-01

4. Sub-Recipient Name and Address

Judge Ramon Garcia
Hidalgo County
302 W. University
Edinburg, TX 78539

5. Federal Grant Information

Federal Grant Title: Homeland Security Grant Program (HSGP)
Operation Stonegarden (OPSG)

Federal Grant Award Number: EMW-2014-SS-00029

Federal Granting Agency: U.S. Department of Homeland Security(DHS)
Federal Emergency Management Agency (FEMA)

Date Federal Grant Awarded to TxDPS: August 6, 2014

CFDA: 97.067

6. Award Amount and Grant Breakdowns

OPSG

$4,674,438.00

Grant Period:	
From: Sep 1, 2014	To: Feb 28, 2016
(The SAA must receive all invoices by the end of grant period)	

7. Statutory Authority for Grant: The Department of Homeland Security Appropriations Act, 2014, (Public Law 113-76), and The Homeland Security Act of 2002 as amended (Public Law 107-296), (6 U.S.C. § 603).

8. Method of Payment: Primary method is reimbursement.

9. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors and principals are not debarred,suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not have active Exclusions listed at https://www.sam.gov/portal/public/SAM/

10. Agency Approvals

Approving TxDPS Official:

Garry Jones
Deputy Assistant Director
Texas Homeland Security
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:

Garry Jones

11. Sub-Recipient Acceptance

I have read, understood and agree to this Sub-Recipient Agreement consisting of this Award and the attached Terms and Conditions.

Print name and title of Authorized Sub-Recipient Official:

Ramon Garcia
Hidalgo County Judge

Signature of Sub-Recipient Official:

Ramon Garcia

Enter Employer Identification Number (EIN) or Federal Tax Identification Number:	DUNS Number:	Date Signed :
74-6000717	10-311-0834	5/19/15

DUE DATE: June 23, 2015 Signed Award with Terms and Conditions must be returned to SAA_SRA@dps.texas.gov on or before the due date.

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

2014 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.*

1. Grant Sub-recipient Agreement

This Grant Sub-recipient Agreement (consisting of this 2014 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 2014 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. HSGP funding shall be used for statutorily eligible 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. This program provides an integrated mechanism that builds and sustains core capabilities to support the Nation's Preparedness against terrorist attacks, major disasters, and other emergencies.

The FY 2014 Nonprofit Security Grant Program (NSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the NGP. NSGP provides funding support statutorily eligible costs to include 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. It is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, as well as State and local government agencies.

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.

2. Overview and Performance Standards

All allocations and use of funds under this Grant shall be in accordance with the FY 2014 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2014 FOA is incorporated by reference herein. **Sub-recipient shall read, understand and accept the FY 2014 Funding Opportunity Announcement as binding.**

A. 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"**

B. 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.**

3. 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 this Grant, 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.

4. 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) calendar 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.

5. 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.

6. 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 2014 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at http://www.fema.gov/media-library-data/1395161200285-5b07ed0456056217175fbdee28d2b06e/FY_2014_HSGP_FOA_Final.pdf and the Nonprofit Security Grant Program (NSGP), http://www.fema.gov/media-library-data/1396016700388-fb23d813b8df0d8eab995c8f27c1ac3e/FY_2014_NSGP_FOA_Final_Revised.pdf.

7. 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 14, 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.

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.

8. 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 Grant Adjustment Notice (GAN) to the jurisdiction.

9. State Requirements for Grants

Sub-recipient shall 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, Texas Uniform Grants Management Standards (UGMS) 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/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 this Grant to a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, unless the law enforcement agency requesting this Grant is in compliance with all rules developed by the Texas Commission on Law Enforcement (COLE) or TCOLE certifies that the requesting agency is in the process of achieving compliance with such rules.

2. Grant funds may not be awarded 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 by 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, which prohibits using any money or vehicle to support the candidacy of any person for office; influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose and 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, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and 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, which requires Sub-recipient to make every effort to attain key performance target levels associated with this Grant, 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, which requires that this Grant may only be expended if Sub-recipient timely completes and files its reports.

10. 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, or 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 and/or NSGP funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2014 HSGP or NSGP 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 Council of Government (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 Lone 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 calendar 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 the System for Award Management (SAM) at 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 information at least annually. Sub-recipient shall keep information current in the 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/dissem/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. 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.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 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 or NSGP 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. 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 awarded 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 awarded 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/grants/grant-programs-directorate-information-bulletins.

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. 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 equipment inventory record format at 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 statement: "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 use of 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, logos, crests, 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 (20th) calendar 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 Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency(August 11, 2000), requires federal agencies to issue guidance to recipients of federal financial assistance, assisting such organizations and entities in understanding their language access obligations. DHS published the required guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient of federal financial assistance can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at

https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited

and additional resources on 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 the interpretive guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B138942.

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 Grant ,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. SAFECOM. Sub-recipient shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications for awards under this Grant that provide emergency communication equipment and its related activities.

KK. Best Practices for Collection and Use of Personally Identifiable Information (PII).Sub-recipients who collect Personally Identifiable Information (PII) shall have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate. Sub-recipients may also find as a useful resource the DHS Privacy Impact Assessments: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf .

LL. Hotel and Motel Fire Safety Act of 1990. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), Sub-recipient shall ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

MM. False Claims Act and Program Fraud Civil Remedies. Sub-recipient shall comply with the requirements of 31 U.S.C. §3729 which sets forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. §3801-3812 which details the administrative remedies for false claims and statements made.

NN. Duplication of Benefits. State, Local and Tribal Sub-recipients shall comply with 2 C.F.R. Part §225, Appendix A, Paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

OO. Debarment and Suspension. Sub-recipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

PP. Non-Supplanting Requirement. Sub-recipient shall not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources for programs that prohibit supplanting by law. Where federal statutes for a particular program prohibit supplanting, Sub-recipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

11. 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 calendar 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/national-incident-management-system.

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/ResourceMngmnt.shtm#item3.

12. 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.

13. Audit

A. 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).

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

14. Retention and Accessibility of Records

A. 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 C.F.R. 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.

B. 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.

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

D. 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.

15. Legal Authority

A. 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.

B. 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.

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

16. 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.

17. 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.

18. 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.

19. Changes and Amendments

A. 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 this Grant. Any alteration, addition, or deletion to this Grant by Sub-recipient is not valid.

B. 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).

C. 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.

D. 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.

20. 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.

21. Venue

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

22. 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.

23. 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.

24. 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 or deny 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.

25. 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.

26. Closing of this 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 GAN to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 calendar 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 5/19/15
Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

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 Grant.

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 this Grant 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 Grant. "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 Principles 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 Grant.

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 5/19/15
Signature of Authorized Official Date

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 Grant.

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 this Grant 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 this Grant.

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 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 statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(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 Grant.

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 5/19/15
Signature of Authorized Official Date

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 subcontracts, 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-recipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
2. Have not within a three-year period preceding this Grant 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;
4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
5. Where Sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification)

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

G. Sub-recipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq. – which requires Sub-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, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Sub-recipient will 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 is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

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 Grant.

J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

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 5/19/15
Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

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 Principles 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. 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 5/19/15

Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.dps.texas.gov

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DAVID G. BAKER
ROBERT J. BODISCH, SR.
DEPUTY DIRECTORS

COMMISSION
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MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

September 18, 2014

The Honorable Ramon Garcia
Judge, Hidalgo County
302 West University Dr.
Edinburg, Texas 78539

Dear Judge Garcia:

I am pleased to inform you that the 2014 Homeland Security Grant Program (HSGP) award to Texas includes an Operation Stonegarden Grant (OPSG) allocation for Hidalgo County in the amount of $4,674,438. This letter is being sent to you as the grant point-of-contact (POC) for Hidalgo County.

DHS prohibits the Texas Homeland Security State Administrative Agency (THSSAA) from awarding OPSG funds until a Concept of Operations (CONOPS) plan and Tactical Operations Order with an imbedded budget has been reviewed, and DHS has issued an official approval notice for Hidalgo County.

Hidalgo County should 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 your Border Patrol Sector Representative (CBP) and the THSSAA by **October 31, 2014**. It is important that the required operational documents be submitted to CBP and THSSAA by this deadline. A timely submission will facilitate the 2014 OPSG review process and, upon approval, will allow your jurisdiction access to this funding for the support of your ongoing border security efforts.

If you have any questions regarding the FY 2014 OPSG grant program, please refer to the FY 2014 HSGP Funding Opportunity Announcement (FOA) or contact Arturo O. Mendez at 512-377-0022 (arturo.mendez@dps.texas.gov) or Pete H. Lara at 512-377-0025 (pete.lara@dps.texas.gov).

Sincerely,

Garry Jones

Garry Jones
Deputy Assistant Director
Texas Homeland Security State Administrative Agency

GJ:aom

EXHIBIT "B"

Summary of Grant Allocations by Phases

SUMMARY OF GRANT ALLOCATIONS BY PHASES
2014 OPERATION STONEGARDEN
GRANT #EMW-2014-SS-00029

Phase 1:	$3,106,844.73
Phase 2:	$1,567,593.27
Total:	**$4,674,438.00**

EXHIBIT "C"

Eligibility Certification Form

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

*** [illegible] submission** is a correction. ▼

Please provide the reference number for the form you are correcting:

*** Type of Organization**
County ▼

*** Region** See Map
21 - Lower Rio Grande Valley Development Council - LRGVDC ▼

*** County**
Hidalgo County ▼

*** Name of Jurisdiction/ Organization:**
Hidalgo County

Please follow these formatting examples for jurisdictions

Counties:
Tejas County

City / Town / Village: (Name First)
Mockingbird, City of
Travis, Village of
Harris, Town of

COG / Region:
Big Texas Council of Governments

*** Zip Code (Principle Administration Location)**
78539

*** DUNS Number:**
103110834

Every Sub-recipient must have a DUNS number and active registration in SAM prior to submitting an application for Federal funding. Sub-recipients may verify if they have a DUNS number and/or may obtain a DUNS number via http://fedgov.dnb.com/webform/index.jsp or by calling (866) 705-5711. To ensure your SAM registration will be active at the time of award, please review and update your registration if needed (www.sam.gov). Sub-recipients are required to keep their SAM registration current, accurate, and complete throughout the grant performance period (2 CFR 25). Additional information regarding this item can be found in the Instructions Document under Item V.

* Indicates Response Required

Save Partial Work Next >>

ACTIVE

sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Progress: 11% Complete

This question is about **you**, the person submitting the information at this moment, through this web page.

*** Please describe your role for the Subgrantee.**

I'm the Authorized/Elected Official or Chief Financial Officer ◉ I'm someone else

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 22% Complete

Authorized Official

As part of verification, a ***correct*** email address for the Authorized official is required. Upon successful submission, a confirmation email will be sent to the Authorized official, who ***MUST APPROVE*** this eligibility form submission.

This replaces the signature page from past eligibiliity processes.

EMCs, EMS, Fire, Police, and Sheriff personnel **ARE NOT Authorized Official**. Only **Chief elected official**, **chief executive** and/or **chief financial officers** may be listed.

*** Authorized Official Title**

Judge ▼

*** Authorized Official First Name**

Ramon

*** Authorized Official Last Name**

Garcia

*** Authorized Official Email Address**

ramon.garcia@co.hidalgo.tx.us

*** Phone Number**

956-318-2600

*** Re-Confirm Email**

ramon.garcia@co.hidalgo.tx.us

NOTE: It's important to provide valid contact information for the authorized official. If you are a designee for the Authorized Official, you must indicate this in the next screen. You can then provide contact details to ensure the SAA can communicate with you if follow-up is necessary. Authorized Officials may also elect to provide information for their designee.

* Indicates Response Required

<< Previous Save Partial Work Next >>

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 33% Complete

Submitter / Point-of-Contact Information:

Upon [illegible]ion of this fo[illegible]a confirmation copy will be forwarded to the authorized official and regio[illegible]. The SAA [illegible] contact the submitter first if there are any follow-up questions.

*** What best d[illegible]ines th[illegible]Submit[illegible]/ Point-of-Contact role?**

Police/Fire/EMS Staff[illegible]

[redacted]

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 44% Complete

I. National Incident Management System (NIMS)

*** NIMS**

Please certify to one of the NIMS statements below.

A) My jurisdiction has adopted and implemented NIMS and is compliant with all NIMS objectives (FY2005-FY2009). Reference: NIMS Implementation Chart

B) My jurisdiction has adopted and implemented NIMS, BUT is not fully compliant with all NIMS implementation objectives.

- a) Is Compliant
- b) Is Not Fully Compliant

Please review the FY 2014 Texas NIMS Implementation Reporting Tool information page for additional guidance on this requirement.

If you have not submitted a 2014 NIMS report, you must complete this step to be eligible.

If you have additional questions, please contact your PPG.

II. EMERGENCY MANAGEMENT PLANS (INTERMEDIATE LEVEL)

*** Emergency Management Plans: Please certify to one of the following statements.**

A. My jurisdiction has its own emergency management plan that *currently* meets the state preparedness standards at the Intermediate Level on file with the Texas Division of Emergency Management (TDEM).

B. My jurisdiction is a legally established member of an inter-jurisdictional emergency management program that has a plan that *currently* meets the state preparedness standards at the Intermediate Level on file with TDEM.

C. 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. *

- (●) a) Has Plan That Meets Requirements
- ( ) b) Member of Plan That Meets Requirements
- ( ) c) Not Required

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 56% Complete

II. OMB CIRCULAR A-133 SINGLE AUDIT

*** A-133 Reporting: My jurisdiction's/organization's fiscal year (FY) end for 2014 was (choose one):**

a) August 31, 2014 (Reporting Package is due 30 days after completion or May 31, 2014, whichever is sooner)

b) September 30, 2014 (Reporting Package is due 30 days after completion or June 30, 2014, whichever is sooner)

c) December 31, 2014 (Reporting Package is due 30 days after completion or September 30, 2014, whichever is sooner)

d) Other

- ○ a) August 31, 2014
- ○ b) September 30, 2014
- ◉ c) December 31, 2014
- ○ d) Other

A-133 AUDIT SATEMENT

*** A-133: Please certify to one of the A-133 Audit Statement below:**

a) I certify my jurisdiction/organization did not expend over $500,000 in Federal or State funding during FY2014 so no A-133 audit was necessary or obtained.

b) I certify my jurisdiction/organization expended over $500,000 in Federal or State funding in FY 2013 and that the required reporting package has been/will be provided 1) to the Texas Department of Public Safety (TXDPS) and 2) to the Federal Clearinghouse.

- ○ a) Did not expend over $500,000
- ◉ b) Did expend over $500,000

IV. TEXAS REGIONAL RESPONSE NETWORK (TRRN)

*** Texas TRRN: (Reference: TRRN Site)**

My jurisdiction/organization is registered with the Texas Regional Response Network (TRRN) and;

a) My jurisdiction has entered all deployable equipment with a cost of $5,000 or more purchased with Homeland Security Grant funds into the TRRN.

b) My jurisdiction does not have any deployable equipment with a cost of $5,000 or more purchased with Homeland Security Grant funds.

(•) a) Has entered all deployable equipment

( ) b) Does not have any deployable equipment

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 67% Complete

V. FFATA, DUNS, and CCR

FFATA Certification

Certification of Recipient Highly Compensated Officers – the Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (THSSAA) to report the name and total compensation of each of the five most highly compensated officers (a.k.a. position of each subrecipient organization for the most recently completed fiscal years preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below:

*** In the subrecipient's preceding completed fiscal year, did the subrecipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?**

○ Yes ◉ No

*** Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?**

◉ Yes ○ No

*** DUNS, & CCR: I certify my jurisdiction/organization has entered all required information, into the System for Award Management (SAM) and has an active registration status with no "Active Exclusion Records". Reference: SAM.gov**

◉ Yes

○ I cannot certify to this statement

VI. CRIMINAL HISTORY DISPOSITION REPORTING

(If Applicable)

*** CRIMINAL HISTORY DISPOSITION REPORTING:**

Current Report listed: 2015 HSGP Security Grant Information Page

For grant year 2015 federal funds, the criminal history reporting eligibility requirement will be applied to all SHSP sub-recipients. Only entities within a county that have met the 90% completeness rates by August 1, 2015 will be eligible for these THSSAA awards issued on or after September 1, 2015. This section DOES NOT APPLY to NSGP, OPSG, or UASI applicants.

Please select to certify to one of the criminal history disposition reporting statements:

a) My County has documented a 90% average disposition completeness rate for adult arrests and a 90% average disposition completeness rate for juvenile arrests under calendar years 2009-2013 as required by Chapter 60, Texas Code of Criminal Procedure.

b) My County does NOT currently have a documented 90% average disposition completeness rate for adult arrests and a 90% average disposition completeness rate for juvenile arrests under calendar years 2009-2013, but county intends to attain the required averages by August 1, 2015. I understand that sub-recipients within the County will not be Eligible for 2015 SHSP funds if the required averages are not achieved by the August 1, 2015 deadline.

- (●) a) 90% or above
- ( ) b) Below 90%, intends to attain by 8/1/201
- ( ) c) COG Region
- ( ) d) Tribal Nation

* Indicates Response Required

<< Previous Save Partial Work Next

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 78% Complete

PRINT FOR YOUR OWN RECORDS

Submission Reference: **3448188**

Name of Jurisdiction/ Organization: **Hidalgo County**
DUNS Number: **103110634**
Type of Organization: **County**

Region: **21 - Lower Rio Grande Valley Development Council - LRGVDC**

Authorized Official Name: **Ramon Garcia** Title: **Judge**

****

I. National Incident Management System (NIMS)
a) Is Compliant

II. Emergency Management Plans:
a) Has Plan That Meets Requirements

III. OMB Circular A-133 Single Audit Certification
b) Did expend over $500,000

IV. Texas Regional Response Network (TRRN):
a) Has entered all deployable equipment

V. DUNS, CCR & FFATA:
Yes

VI. Criminal History Disposition Reporting:
a) 90% or above

PRINT FOR YOUR OWN RECORDS

Print this page

<< Previous Save Partial Work Next >>

ACTIVE

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Progress: 89% Complete

Please submit to complete this eligibility submission form. You will receive confirmation email shortly.

An email will also be sent to the Authorized Official for review and approval of this submission. You will also receive an email that cofirms when submission has been approved.

Sample

☑ Please email the Authorized Official updates if available. The SAA will use [redacted]

☑ Please email the POC updates if available. The SAA will use [redacted]

<< Previous Save Partial Work Submit

ACTIVE

BACK TO DPS SAA Page

Texas Homeland Security

State Administrative Agency

Sample

Your submission for Hidalgo County has been sent.

Thank you!

The Authorized Official and POC (if indicated) should receive a confirmation email shortly, and a copy was automatically forwarded to your COG (if requested).

Please note that if all required documentation was not uploaded, it must be forwarded as soon as possible. The submission method indicated for this session was: **[pipe:34]**

If not uploaded please email to saa@dps.texas.gov; or fax to 512-206-3137.

Please provide this reference [redacted] in any correspondence relating to this submission. You may also submit a request for assistance if you have an issue.

Submit a new form

Richard Ozuna

From: form_engine@fs30.formsite.com on behalf of donotreply@dps.texas.gov [form_engine@fs30.formsite.com]

Sent: Tuesday, April 21, 2015 4:01 PM

To: [redacted]

Subject: 2015 Eligibility for: Hidalgo County - Received - [redacted]

Dear POC,

This email is confirmation that the Texas Homeland Security - State Administrative Agency is in receipt of **Hidalgo County** 2015 Eligibility Form.

If this form was submitted by someone other than the authorized official, a copy will be automatically forwarded to the authorized official (listed below). They will need to complete one final step to certify this submission.

Authorized Official: [redacted]

We strongly advise that you contact the authorized official to ensure they are aware of the importance of responding to this confirmation email. A link is listed in the message, and they must follow it to finish the eligibility submission process.

We are inlcuding an attached copy of the responses for your records. A copy will be automatically forwared to your region if it has been requested.

If you have any 2015 Eligibility Questions please submit a support request and we will follow up with you ASAP. Please reference form [redacted] in any correspondence to the SAA. Direct replies this email will not be received.

Regards,

THSSAA

Auto-Notification: Conf Email to POC

Reference #	[redacted]
This submission *	is a correction.
Please provide the reference number for the form you are correcting:	[redacted]
Type *	County
Region See Map *	21 - Lower Rio Grande Valley

Sample

	Development Council - LRGVDC
County *	Hidalgo County
Subgrantee *	Hidalgo County
Zip Code (Principle Administration Location) *	78539
DUNS Number: *	103110834
Please describe your role for the Subgrantee. *	I'm someone else
Authorized Official Title *	Judge
Authorized Official First Name *	[redacted]
Authorized Official Last Name *	
Authorized Official Email Address	
Phone Number *	956-318-2600
What best defines the Subgrantee / Point of Contact role? *	Police/Fire/EMS Staff
First Name *	[redacted]
Last Name *	
Title *	
Organization: *	Hidalgo County Sheriff's Office
POC Email Address *	[redacted]
Phone Number *	956-936-02[redacted]
NIMS Cert *	a) Is Compliant
EM Plans Cert *	a) Has Plan that Meets Requirements
A-133 Reporting Date *	c) December 31, [redacted]
A-133 Cert *	b) Did expend over $500,000
TRRN Cert *	a) Has entered all deployable equipment
In the subrecipient's preceding completed fiscal year, did the subrecipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and	No

Sample

subcontracts), loans, grants (and subgrants) and cooperative agreements? *	
Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986? *	Yes
DUNS-CCR-FF[illegible]A [illegible] *	Yes
Criminal Hist [illegible]t *	a) 90% or above

Sample

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 2014
EDINBURG POLICE DEPARTMENT

	ORIGINAL BUDGET		**1ST**	**2ND**
Overtime	136,080.00		68,040.00	68,040.00
Fringe Benefits	34,999.78		17,499.89	17,499.89
Vehicle Maintenance				
Equipment Maintenance				
Equipment				
Two (2) patrol vehicles				
(fully equipped)	99,857.18		99,857.18	
49,928.59 ea				
Fuel Cost				
Mileage	29,063.04		14,531.52	14,531.52
Other				
Travel				
TOTALS	**300,000.00**		**199,928.59**	**100,071.41**
FRINGE BENEFITS BREAKDOWN:				
FICA - 7.65%	10,410.12		5,205.06	5,205.06
Retirement - 14.35%	19,527.48		9,763.74	9,763.74
Unemployment Comp.	-		-	-
Workers' Comp. - 3.72%	5,062.18		2,531.09	2,531.09
TOTAL FRINGE BENEFITS	**34,999.78**		**17,499.89**	**17,499.89**

EXHIBIT “F”

Agency Cost Reimbursement Request Form and SAA Bulletins

HIDALGO COUNTY
Operation Stonegarden FY 14
Agency Cost Reimbursement Request
TAB A - Signature Page

Applicant name:	
Project Title:	**2014 Operation Stonegarden**
Type of Reimbursement	
Date Submitted	
Reimbursement Period Start date:	
Reimbursement Period End date:	
Grant Year	**2014**

Point of Contact:

Name	
Title	
Organization	
Email	
Telephone	
Fax	

Certification Authority:

Name	
Title	
Organization	
Email	
Telephone	
Fax	

Certification AuthoritySignature

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.

YOUR CITY NAME HERE
2014 OPERATION STONEGARDEN
OPSG 2014 Reimbursement Form (Individual)

GRANT #: EMW-2014-SS-00029

EMPLOYEE'S NAME	TITLE	HOURLY RATE

EMPLOYEE'S I.D. NUMBER

DATE	DESCRIPTION OF ASSIGNMENT	HOURS WORKED

(A) TOTAL HOURS WORKED	
(B) OVERTIME RATE	
(A*B) TOTAL COMPENSATION	
FICA	
RETIREMENT	
WORKER'S COMP	
UNEMPLOYMENT	
TOTAL REIMBURSABLE COSTS	

This is true and correct and to the best of my knowledge

EMPLOYEE (Print Name)	EMPLOYEE SIGNATURE

SUPERVISOR	CHIEF ADMINISTRATOR

5/21/2015 11:14 AM

Cost Reimbursement
Request Instructions

1) The participating Police Department shall submit a Cost Reimbursement Request due on or before the 15th 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) Summit 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). 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 January 30, 2016.

TEXAS DEPARTMENT OF PUBLIC SAFETY

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SAA Information Bulletin
No. 12-003
June 29, 2012
(REVISED) August 2, 2013

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: Machelle Pharr
Deputy Assistant Director

Subject: Federal Debarment and the Excluded Parties List System

Effective Date: August 2, 2013

Purpose

In an effort to provide assurance to the Federal Government that the State of Texas and its sub-recipients comply with Federal Executive Order12549, 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 https://www.SAM.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 Subrecipents 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 (https://www.SAM.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, 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 ELPS system prior to procuring or entering into contract(s) for any goods/services.

Each jurisdiction is required to include the EPLS verification with reimbursement or advance requests submitted after August 26, 2013 as part of the supporting documentation.

Example Policy:

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

Procedures for Documentation

Each subrecipient must be able to provide evidence that the debarment status of vendors has been verified before funds have been committed for a purchase or contract to the vendor. For purposes of HSGP reimbursements and advances a screen print of the SAM.Gov page indicating the vendor is not debarred provides that evidence.

Example Procedures:

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

1. Go to the EPLS Website (https://www.SAM.Gov).
2. The County/City Purchaser or their agent will search the EPLS system for the vendor.
3. If the vendor is found to be debarred, the vendor may not be used for procurements utilizing Homeland Security Grant Funds.
4. If the vendor is found not be debarred, print the screen page and retain with the procurement documentation.
5. A copy of the screen print indicating the vendor is not debarred, at the time of the procurement, must be included with the supporting documentation submitted to the Texas Homeland Security State Administrative Agency requesting reimbursement or advance.

SAA Monitoring

During monitoring and reviews, subrecipients must be able to provide proof of a written policy requiring verification of debarment status. Records of vendors verified 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.

*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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SAA Information Bulletin
12-004
May 24, 2012
Revised
April 8, 2014

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

From: Machelle Pharr
Deputy Assistant Director

Subject: Tagging and Inventory Requirements for Homeland Security Funded Equipment

Purpose: This information bulletin replaces GDEM-SAA Information Bulletin (IB) No. 2, dated August 10, 2006. This IB takes effect as of the revised date listed above. 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 - personal property costing $5,000.00 or greater per-unit and having an estimated useful life of greater than one year.

Controlled Asset - 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	Authority
• Stereo Systems	(UGMS, SPA)
• Cameras including Still, Digital, and Video	(UGMS, SPA, THSSAA)
• Facsimile Machines	(UGMS)
• TVs, VCRs, DVRs, and DVD Players	(UGMS, SPA)
• Cellular and Portable Telephones	(UGMS, THSSAA)
• Desktop CPU – Apple and non Apple	(SPA, THSSAA)
• Portable CPU – Apple and non Apple-including Tablet Devices	(SPA, THSSAA)
• Printer – Portable and non portable	(SPA,THSSAA)
• Data Projectors	(THSSAA)
• GPS Devices	(THSSAA)
• Communications Equipment	(THSSAA)
• Hand Held and Vehicle Mounted Radios	(THSSAA)

- Hand Held Imaging Units (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). All sub-recipients must comply with the following Equipment Management guidance:

Equipment Inventory Requirements

Asset records must be maintained and a physical inventory and reconciliation of Homeland Security grant funded assets must be accomplished at a minimum of once every two years as required by grant guidance. THSSAA requires sub recipients to track and record all required grant-funded Capital Assets and Controlled Assets in an inventory system. All assets acquired by the jurisdiction including capital and controlled (regardless of age) are to remain on the jurisdiction's inventory until final disposition has occurred.

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: "Bear 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 maker 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)

Annual Inventory Control Requirement

All sub recipients that have Homeland Security assets that have not been disposed of and carried on their inventory system, are required to complete an annual inventory control certification form. The form provides for certification that the jurisdiction has completed a full physical inventory and reconciliation of Homeland Security assets within the past two years. The form must be submitted and received at the THSSAA by **June 30th** each year. You must initial all four components and complete the fifth component to be fully compliant.

Jurisdictions who fail to submit the form by the due date are deemed non-compliant and subject to suspension as outlined in 44 CFR § 13.43(a) (1)-(4) and will result in holding of reimbursements until the certification form is received.

The inventory certification form is located at:
http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm

Forms can be submitted either by fax to: 512-206-3137 or e-mail to: saamonitoring@dps.texas.gov.

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

ANNUAL INVENTORY CONTROL REQUIREMENT

Name of Jurisdiction:	Date:

INSTRUCTIONS: Please initial on the left to certify each of the following statements. All four sections must be certified to be fully compliant. Please return completed document by June 30 to THSSAA monitoring at:
Fax-512-206-3137 or email SAAmonitoring@dps.texas.gov

I. Controlled and Capital Assets Acknowledgement

Initial here to certify: _____	My jurisdiction has listed all required homeland security grant funded assets on our local inventory in accordance with THSSAA information Bulletin No. 12-004. http://www.txdps.state.tx.us/director_staff/saa/documents/saa12-004.pdf

II. Tagging of Grant Funded Assets

Initial here to certify: _____	My jurisdiction has tagged all Homeland Security grant funded assets in accordance with THSSAA Information Bulletin No. 12-004 including the name of the jurisdiction and a unique identifying number.

III. Equipment Inventory Requirements

Initial here to certify: _____	My jurisdiction maintains a physical inventory of Homeland Security grant funded assets and captures the following information for all equipment in accordance with THSSAA Information Bulletin 12-004. A. Description of the asset B. Serial number or other identification number C. Source of the asset D. Who holds the title E. Acquisition date F. Cost of the asset G. Percentage of federal participation in the cost of the asset H. Location I. Use J. Condition of the Asset K. Any ultimate disposition data including the date of disposal and sale price L. Control or Inventory Number (*Reference: A-133 Compliance supplemental, 44 CFR 13.32, UGMS*)

IV. PHYSICAL INVENTORY RECONCILIATION

Initial here to certify: _____	My jurisdiction has completed a full physical inventory and reconciliation of assets within the last 24 months in accordance with regulations. Our last physical inventory was conducted: _____

V. AUTHORIZED SIGNATURE(S)

Print Name of Jurisdiction/Organization	
Printed Name of Chief Elected Official, Chief Executive Officer, Or Chief Financial Officer	
Title (Judge, Mayor, ED, City Manager, CFO)	
Signature	
Date	

This form is located at: http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm

TEXAS DEPARTMENT OF PUBLIC SAFETY

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SAA Information Bulletin
No. 11-005
June 2, 2011
REVISED August 2, 2013

To: All Councils of Government
All Texas State Homeland Security Grant Program Points of Contact
All Urban Area Security Initiative (UASI) Points of Contact

From: Machelle Pharr
Deputy Assistant Director

Subject: Supporting Documentation for Grant Expenditure Reimbursement Request

Effective Date: August 2, 2013

This information bulletin provides guidance as to what is considered acceptable documentation in support of expenditures for which reimbursement is requested. This revision supersedes revised SAA Information Bulletin 11-005 issued July 31, 2012. This Information Bulletin encompasses necessary supporting documentation to be submitted by sub-recipients of Homeland Security grant funds seeking reimbursement from the Texas Homeland Security State Administrative Agency (THSSAA) for grant-related expenditures.

All expenditure requests must have THSSAA approval prior to purchase. Requests for reimbursement should be submitted to the THSSAA at the earliest possible opportunity. This will allow for the THSSAA to draw down funds in a timely manner. All minimum supporting documentation requirements must be met when submitting expenses to the THSSAA for reimbursement. Omitting the proper supporting documentation will result in delay and possible denial of the reimbursement request. See the attached matrix for a list of documentation requirements.

Three Way Match: Generally Accepted Accounting Principles require that expenditures be properly supported. When assembling documents for payment of goods and services, the three way match rule should be followed. The three-way match requires an invoice, a purchase order and either a packing slip or a receiving report.

Three Way Match refers to the comparison of the quantities, price per unit, terms, etc. appearing on the vendor's invoice to the information on the purchase order, and to the quantities actually received.

> Chapter II, ATTACHMENT A, Section C paragraph 1.j.of the Uniform Grant Management Standards (UGMS) states: "Be adequately documented. Documentation required may include, but is not limited to, travel records, time sheets, invoices, contracts, mileage records, billing records, telephone bills and other documentation that verifies the expenditure amount and appropriateness to the grant."

To eliminate errors, the purchase order and packing slip (if provided by shipper) should be stamped as received, with the initials of the individual verifying the quantities received. If a receiving report is used, it should reference the Purchase Order number. The invoice should be matched to the packing slip and purchase order to ensure the quantities ordered were received and invoiced at the agreed upon price. The invoice should be notated to indicate it was paid, the date paid, and with a reference to a check number, Automated Clearing House (ACH) routing number, or other means of payment used.

Purchase Orders: The THSSAA recognizes there may be limitations in the procurement processes followed by some entities. If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official or individual who signed the grant award documents stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity.

Once this certification is received at the THSSAA, the entity must have a person sign and date invoices and indicate the item(s) were received. This is in place of matching the item(s) from the packing slip to a purchase order and invoice. When the reimbursement request is submitted to the THSSAA, a comment should be made in the Notes section of SPARs that this entity does not issue purchase orders and certification is on file with the THSSAA.

If the entity later begins issuing purchase orders or purchase agreements, they should notify the THSSAA and provide a copy of the local policies and procedures.

When contracts are being used in lieu of a Purchase Order, ensure the procurement process is accomplished in accordance with the Uniform Grant Management Standards Part III Subpart C.___.36; 44 CFR Ch 1 § 13.33 and § 13.36; and, any jurisdictional procurement policies.

Sub-grantees are also referred to THSSAA Information Bulletin No. 11 dated March 3, 2009 regarding Sole Source procurement requirements.

The three way match will work for purchases of most goods and services. However, contracts that include deliverables should be supported by certification the deliverable received complied with the contract specifications.

To ensure compliance with the Executive Order 12549 "Debarment and Suspension", any request for reimbursement or hardship advance must be supported by proof the vendor or contractor is not listed on the Excluded Parties List System (EPLS) prior to making the purchase or entering into a contract. To confirm the vendor is not on the list, the sub-recipient must print a copy of the search

results from the EPLS (https://www.SAM.gov/) and retain the results. The verification must be provided to the THSSAA as part of the supporting documentation when requesting reimbursement or an advance effective with any request submitted after August 23, 2013. This requirement is applicable to all procurements or contracts for goods or services related to Homeland Security Grants. See also SAA Information Bulletin 12-003.

Grant Matching Requirements. For grants that require proof of match, supporting documentation should contain sufficient detail to ensure Grant Coordinators can be assured the expenditure meets the match requirements. Grant guidance should be followed in determining allowability. If any questions arise, they should be directed to your Grant Coordinator.

Travel: Travel should be in accordance with the local travel policies of the employee's jurisdiction. If the jurisdiction does not have a written policy, then the Federal guidelines presented on the GSA website must be followed.[1]

In addition to the above, Travel expenditures require other special considerations and documentation.
Travel expenses must be supported by sufficient information to determine:

1. the travel was approved before commencement;
2. expenses incurred are allowable;
3. expenses above the generally allowed amounts were approved prior to commencing travel; and,
4. how the travel supports the grant.

For out-of-state travel, specific written approval is required from the Chief Elected Official/Chief Executive Officer or their properly designated representative. The information required of in-state travel is also required for out-of-state travel.

International travel requires specific written approval from the THSSAA and the Department of Homeland Security Program Directorate. Travel requests for international travel should be submitted in letter format with sufficient justification to ensure the necessity is clearly understood.

In all cases, any request for travel must be approved prior to commencement of the travel. Failure to obtain this approval may result in denial of the reimbursement.

Payroll Reimbursement: Reimbursement of payroll cost for backfill or overtime must be supported by timesheets and proof of payment to the employee. Copies of the payroll journal certified by the Payroll Officer or Chief Financial Officer may be submitted as proof of payment for payroll cost.

The attached table provides minimum supporting documentation requirements acceptable for submission to THSSAA for reimbursement.

In addition, jurisdictions receiving Operation Stonegarden funds are referred to SAA Information Bulletin 12-005 for additional information and guidance.

---

[1] Go to the following link for general rules for Per Diem expenses:
http://www.gsa.gov/portal/ext/public/site/FTR/file/Chapter301p011.html/category/21868/#wp1089939

If you have any questions regarding this guidance, please contact the THSSAA Grant Technician for your region.

Category	Acceptable Supporting Documentation and Other Key Documentation Reminders
General	• Submissions for reimbursement should be limited to ten (10) line items or less per reimbursement request submission. • Do not mix projects on a submission. • Do not combine and resubmit denied submissions. • Do not submit multiple reimbursement requests for the same invoice, unless they are for -different projects. • Omitting the proper supporting documentation will result in denial of the reimbursement request. • **If the Sub-grantee enters into an agreement with others using Federal Grant Funds, the Sub-grantee must ensure the other parties understand they are bound by the same documentation rules as the Sub-grantee.** • For all goods and services a receiving report or signature of the individual receiving the goods or services and date received must be reflected on the Purchase Order or invoice. For Procurement Card purchases Purchase Orders are not required to be submitted if Purchase Orders are not required by local rule for that type of purchase. • If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official or individual who signed the grant award documents stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity. Not using purchase orders or purchase agreements does not relieve the entity from ensuring vendors used are not on the Excluded Parties List (EPLS). • **Evidence of verification the vendor used was not on the debarred list must be obtained by printing the Excluded Parties List (EPLS) search results from https://www.SAM.gov prior to making the purchase or issuing a contract. The results must be submitted as part of the supporting documentation when requesting reimbursement or an advance for goods or services. This requirement applies to all reimbursement or advance request submitted to the Texas Homeland Security State Administrative Agency (THSSAA).** • Please submit your signed submission cover sheet and the supporting documentation by either scanning all documents into SPARS or by emailing the coversheet and supporting documentation to SAA_RR@txdps.state.tx.us or fax to 512. 206-3137. (Please note there is an underscore between SAA and RR.) If you only submit the Signed Submission Coversheet by email or fax, indicate on the coversheet that the supporting documentation was uploaded in SPARS • If you do not have scanning capabilities, you may fax your Signed Submission Cover sheet with the supporting documentation to (512) 206-3137 to the attention of your Grant Technician. • * Options other than the cancelled check: You may submit a copy of the non-negotiable bank instrument in lieu of a cancelled check, but it must be accompanied by the detailed general ledger or equivalent report showing payment to the vendor.
Salary	• Copy of the payroll journal for the period reimbursement is being requested, listing the individual's name, and rate of pay. The page should also be certified by the Payroll Officer. (Redact SSN) • For overtime, copies of timesheets and work schedules must be provided. • For new hires, a copy of the job description must be submitted with the first request for reimbursement that includes the new hire.
Travel	• As prescribed by UGMS and 44, CFR local travel rules apply if established. If not, the Federal guidelines shown on the GSA website apply. • Written travel authorization documenting approval by the local entity prior to commencement of the travel • Travel voucher with all supporting documents required by local travel rules (i.e., airline ticket, gasoline receipts, meal receipts, transportation receipts, lodging receipts, tips, and the written approval.) • Accounting ledger/budget report listing indicating payment. • Effective for travel commenced after July 20, 2012, lodging cost in excess of Federal Per-diem rates will not be reimbursed unless the local authority has approved the higher rate prior to commencement of travel. • All out-of-state travel must be pre-approved by the local elected official, or the elected officials' designee, prior to commencement. Foreign travel must be approved by SAA and DHS prior to commencement.
Supplies	• Three way match (invoice, purchase order, receiving report).The invoice should be stamped paid and reference to, either a check number, ach routing number, or the means of payment used, and date. • Copy of the cancelled check.* • If the three way match information is not available the following should be provided: - Accounting ledger/budget report/cancelled check - Invoice marked paid and signed by the receiving individual and that all items were received. - A copy of the credit card statement reflecting the purchase and the cancelled check paying the balance. * • If an order is made via the internet and payment is made by credit card, provide a copy of the internet receipt and the confirmation email.
Equipment	Must be preapproved by SAA prior to purchase.

	• The purchase order or contract used for procurement of equipment must provide a full description of the equipment item(s) • Any Interoperable equipment such as radio/repeaters/based stations/consolettes/towers must include the approval of the State Wide Interoperable Communications Officer (SWIC) • Ensure compliance with the Federal Environmental Planning and Historical Preservation (EHP) program before procurement. • The EPH forms can be downloaded from the FEMA website at: http://www.fema.gov.government/grant/bulletins/index/shtm
Contract Services	• The first reimbursement request must contain a copy of the signed contract and the verification of debarment. ♦ If subsequent contract amendments change the scope and/or the amount, the revised signed contract must be submitted for the first reimbursement request subsequent to the amended contract. • Copy of the cancelled check and the vendor invoice reflecting the contract number.* • If deliverables are required by the contract, the reimbursement request must identify the deliverable and the vendor invoice must specifically reflect the deliverable being invoiced. • Accounting ledger/budget report listing/cancelled check • All payments for contractual services must reflect a date within the grant performance period. If the invoice reflects services outside the performance period, reimbursement will be denied.
Conferences/ Workshops/ Training	• Copy of the registration form and training certificate Name of the conference or workkshop • Inclusive dates of the training/conference workshop • Location of the event • Name(s) of the attendee(s) • For payments made by credit card, a credit card statement reflecting the charge and a copy of the cancelled check or EFT reflecting the payment of the credit card statement.* • Backfill charges must have: -the name of the individual used as a backfill -a breakdown of the amount and how it was derived -documentation supporting this information • If training reservation is made via the internet and payment is made by credit card, provide a copy of the internet receipt and the confirmation email. The purchase order should also be provided.
Exercises	• Name, type of exercise and location • Certificate from exercise, if offered. If a certificate is not offered, a copy of the order to participate in the exercise • Accounting ledger/budget report with attendee's name

Operating Expenses	• Postage, printing, communications, rental software, etc. Use the Cost Reimbursement Form (CRF) and supporting documentation identifying each charge for which reimbursement is being requested. For salaries, copies of the timesheets and proof of payment must be submitted. All other costs must be supported with the same documentation identified in the supplies and equipment areas above. Direct charges for phones, office supplies, equipment, etc., that are easily identified and relating to the operation of the COG must be supported by invoices, proof of receipt, and proof of payment. Indirect cost, where the costs are allocated based on approved indirect cost plan should be supported by a copy of the General Ledger.
	• If requesting reimbursement for indirect cost, provide a copy of the approved Indirect Cost Plan. Only one copy of the plan is needed unless the basis of the costs changes. Afterwards, provide a copy of each year's approval letter with the rates.
For jurisdictions receiving Operation Stonegarden Funds, please refer also to THSSAA Information Bulletin 12-005	

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SAA Information Bulletin
No. 12-007
July 31, 2012

To: All Sub-recipients of Operation Stonegarden Grant Program Funds
From: Machelle Pharr, Deputy Assistant Director

Subject: Operation Stonegarden Grant Program

This information bulletin provides additional guidance in support of expenditures for which reimbursement is being requested under the Operation Stonegarden Grant Program. The content of this bulletin is effective July 31, 2012. This Information Bulletin supersedes TDEM-SAA Information Bulletin #15 issued January 11, 2010.

The Texas Homeland Security State Administrative Agency (THSSAA) is responsible for ensuring all expenditures, for which reimbursement is being requested, are reasonable, allowable and allocable. The THSSAA is guided by Office of Management and Budget (OMB) Circular A-87 in making this determination.

Chapter II, ATTACHMENT A, Section C paragraph 1.j of the Texas Uniform Grant Management Standards (UGMS) requires expenditures to be adequately documented. The reference states: "Documentation required may include, but is not limited to, travel records, time sheets, invoices, contracts, mileage records, billing records, telephone bills and other documentation that verifies the expenditure amount and appropriateness to the grant."

Operation Stonegarden Grant recipients are prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved by the appropriate U.S. Customs and Border Patrol (USCBP) Sector Representative, U.S. Customs and Border Patrol (CBP) Sector Headquarters (HQ), and the Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Grant Development and Administration Division (GD&A) Program Analyst.

In addition, Operation Stonegarden Grant Recipients must have submitted the expenditure request into SPARs and obtained THSSAA approval prior to purchase or incurring an expense.

Sub-grantees are reminded that Operation Orders do not carry forward to a new grant. Each Operations Order is specific to the award and award year of the grant.

The U. S. Department of Homeland Security states that Operation Stonegarden funds may be used:

- to activate reserve State, local and Tribal law enforcement personnel
- to pay current part time law enforcement personnel salary bringing them to full time status
- for travel, per-diem and lodging to support up to a six (6) month deployment of law enforcement personnel to critical Southwest Border locations to support operational activities
- for fuel and/or fuel mileage reimbursement cap for operational activities
- for backfill costs for personnel supporting operational activities are allowable
- to support a request to the Governor to activate, deploy or redeploy specialized National GuardUnits/Packages and/or elements of State law enforcement to increase or augment Specialized/technical law enforcement elements operational activities
- to increase operational, material and technological readiness of State, local and Tribal law enforcement agencies.

However, prior to expending any OPSG funds, these categories must be included on an operations order that has been reviewed and approved by the appropriate USCBP Sector Representative, CBP Sector Headquarters (HQ), and the FEMA/GPD&A Program Analyst.

Sub-recipients are reminded that under FEMA grant guidance, no more than 50% of the amount of the award may be used for personnel costs (which includes, but is not limited to: overtime, backfill, and increasing capability by utilizing part-time and/or reserve law enforcement to support OPSG operational activities). This requirement may be waived at the discretion of the FEMA Administrator on a case by case basis, after receipt of a written request. The format for a waiver request can be found in Grant Programs Directorate Information Bulletin No. 321, dated July 09, 2009.

Payroll cost related to Operation Stonegarden funding is limited to operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for increased border security enhancement; cost of bringing part-time employees up to full time; or, cost associated with backfill for personnel supporting operational activities. Overtime hours are determined based on the local jurisdictions written overtime policy. That policy must be applied consistently across all funding sources whether they are Federal, State or local. If the jurisdiction indicates they are using the Fair Labor Standards Act (FLSA) or Department of Labor rules for their overtime policy, those rules will be applied to the overtime hours reported in the reimbursement request. For overtime calculated under the FLSA, paid leave is not allowable in the calculation of overtime, including comp time. For sub-recipients that have an Interlocal Cooperative Agreement, a Memorandum of Understanding or any other form of contract with other jurisdictions, the overtime policies of the sub-recipient receiving the award from the THSSAA is the controlling factor in determining calculation of overtime. The jurisdictions entering into the interposal agreement will be reimbursed based on the awarded sub-recipients overtime policy.

Request for reimbursement of payroll cost must be supported by timesheets, and proof of payment to the employee. **Request for reimbursement of overtime, backfill or cost of bringing part-time employees up to full time, shall only be for positions specifically identified in the operations order.** Copies of the payroll journal certified by the Payroll Officer or Chief Financial Officer must be included for each payroll reimbursement request submitted. Payroll reimbursements should be submitted monthly based on the ending date of the payroll period. For consistency, we have provided a form for use in submitting payroll reimbursement requests. Use of this form and

submission of the proper supporting documentation will facilitate timely reimbursement. Submission of multiple months on the same request will result in the denial of the request. The request will be returned and a separate reimbursement request must be submitted for each month included on the original request.

Unless otherwise authorized by FEMA/DHS, jurisdictions may not claim both mileage and fuel/vehicle maintenance at the same time. Mileage reimbursement is designed to include the costs for vehicle maintenance. If fuel is claimed, then vehicle maintenance may also be claimed. However, you cannot claim fuel and maintenance in addition to mileage. Note that on any operations order, (1) mileage must be listed as a budget item by itself, but not fuel and vehicle maintenance OR (2) fuel and vehicle maintenance can be listed as budget items, but not mileage. The AEL codes for these categories, when submitting expenditure requests are as follows:

(21OS-01-MILE) Mileage reimbursement for select operational expenses
(21OS-01-FLSG) Fuel reimbursement for select operational expenses
(21OS-01-MRSG) Reimbursement for select operational expenses associated with maintenance of Stonegarden operational vehicles

Mileage reimbursements should be submitted monthly on the appropriate form. For consistency, we have attached a form to be used for mileage claims.

Local governments receiving a grant from the THSSAA are responsible for ensuring all subcontractors are aware of and follow all grant requirements.

For reimbursement of equipment, the equipment must be included in the budget narrative submitted to Customs and Border Patrol and Department of Homeland Security included on the approved Operations Order.

The THSSAA recognizes there may be limitations in the procurement processes used by some entities. If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official, or individual who signed the grant award documents, stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity.

Documentation submitted in support of the reimbursement request must be in accordance with THSSAA Information Bulletin 11-005 (Revised July 2012).

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SAA Information Bulletin
No. 15-001
November 5, 2014

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

From: Garry Jones
Deputy Assistant Director

Subject: Allowability and Clarification of Weapons and Weapons Accessories

Effective Date: November 5, 2014

Purpose: This information bulletin provides clarification as to what is considered allowable and unallowable in regards to weapons and weapons accessories for sub-recipients of Homeland Security Grant Program (HSGP) funds seeking reimbursement from the Texas Homeland Security State Administrative Agency (THSSAA).

Scope: This information bulletin applies to all entities submitting expenditures that are partially or entirely funded with Homeland Security Grant Program funds.

Guidance: "Per FEMA policy, the purchase of weapons and weapons accessories is not allowed with HSGP funds" *(e.g. see the 2014 Homeland Security Grant Program Funding Opportunity Announcement – Unallowable Costs (page 57)*. However, accessories that are commonly associated with them may be allowable. The following general guidelines are used to determine allowability:

1. Is the item designed to be a lethal or less lethal weapon?
2. Is the item designed to be attached to a lethal or less lethal weapon?
3. Is the item's primary use to enhance the lethality of a weapon?
4. How will the item be used?

Determination Examples:

1. The City of X would like to purchase night vision and subject designator devices for their SWAT Team. They request the following equipment:

    A. Weapon Mounted Night Vision Device
    B. Omega Night Vision Binoculars
    C. Weapon Mounted LED Mini Integrated Pointing Illumination Module

    Items A and C would be unallowable because they are designed to attach to a weapon and enhance the lethality. However, item B would be allowable because it does not attach to a weapon nor enhance the lethality of the weapon.

2. The City of Z would like to outfit their SWAT Team with new body armor and accessories. The pouches are planned to be purchased separately in order to customize the vests for their specific needs. They request the following:

    A. Armored Vest and Plate Carrier
    B. Level IV Hard Armor Plate
    C. Large Utility Pouch
    D. Medical Pouch MOLLE
    E. Radio Pouch
    F. Double Mag Pouch
    G. 2 Point Padded Sling

    Items F and G are unallowable. Item F because it holds the ammunition and therefore enhances the lethality of the weapon and item G is unallowable because it is designed to attach to a weapon and item. The other items are allowable.

Additional Allowability Examples and Restrictions:

1. If you are planning on using a device that can attach to a weapon in a detached mode only, it is still unallowable. An example would be if you are purchasing a spotting scope that attaches to a rifle but you are attaching it to a gun stock that has no trigger mechanism, it is still unallowable.
2. If you purchase a device (e.g. night vision) that can be attached to any rifle accessory (e.g. rifle scope) it would also be unallowable.
3. Some weapons related trainings are not allowable:
    a. Weapon specific training (e.g. sharp shooter/sniper training)
    b. Training where live rounds are being used will be reviewed on a case by case basis by the SAA for allowability. *(also see #7 below)*
    c. Training that is not FEMA approved.
    d. Basic law enforcement training (e.g. law enforcement academy training or other routine training for law enforcement officers)
4. Most weapons and weapon accessories are restricted and may only be purchased for a NIMS typed team. Refer to the Responders Knowledge Base (RKB) under the Allowable Equipment List (AEL) Codes for more information.
5. Some equipment may require additional prior approval by FEMA on a case by case basis (e.g. simunitions, specialized training devices, training, etc.).
6. **All expenditure requests must have THSSAA approval *prior to purchase*.**
7. ***No ammunition* will be purchased with HSGP funding for any reason.**

General Allowability Chart:
This chart is just a reference and not all inclusive. If there is an item not listed and/or you have questions about an Item, please call your Grant Coordinator for assistance.

Item Name	Allowable	Unallowable	Reason(s) 1. Weapons mountable 2. Enhances the lethality 3. Weapon/Less lethal Weapon
Armor Plate	X		
Armored Vest	X		
Batons		X	3
Binoculars	X		
Bi-pods and Tri-pods (Non Weapon Mounted)	X		
Bi-pods and Tri-pods (Weapon/Rail Mounted)		X	1
Energetic Materials (explosive materials)	The SAA will review on a case by case basic and will follow FEMA's Policy #FP 104-008-207-1 on Energetic Materials for bomb squad training only. (Policy Link)		

Item Name	Allowable	Unallowable	Reason(s) 1. Weapons mountable 2. Enhances the lethality 3. Weapon/Less lethal Weapon
Flashbangs/Grenades		X	3
Gun Racks		X	1,2
Guns		X	3
Holsters (Gun or Taser)		X	1,2
Laser Pointing Device (Non Weapon Mounted)	X		
Laser Pointing Device (Weapon/Rail Mounted)		X	1,2
Laser Range Finders (Non Weapon Mounted)	X		
Laser Range Finders (Weapon/Rail Mounted)		X	1,2
Long Range Acoustic Device (LRAD)	LRAD's will be reviewed on a case by case basis by the SAA. ***NOTE:*** *The SAA may require the sub-grantee to submit a certification indicating the device will not be used as a less lethal weapon.*		
Night Vision Binoculars	X		
Night Vision Device (Non Weapon Mounted)	X		
Night Vision Device (Weapon/Rail Mounted)		X	1,2
Night Vision Scopes (Non Weapon Mounted)	X		
Night Vision Scopes (Weapon/Rail Mounted)		X	1,2
Pintle Mounts		X	1,2
Plate Carrier	X		
Pointing Illumination Module - Flashlight (Non Weapon Mounted)	X		
Pointing Illumination Module - Flashlight (Weapon/Rail Mounted)		X	1,2
Pointing Laser Module (Non Weapon Mounted)	X		
Pointing Laser Module (Weapon/Rail Mounted)		X	1,2
Pouch - Radio	X		
Pouches - Flashlight	X		
Pouches - Mag		X	2
Pouches - Medical	X		
Pouches - Utility	X		
Slings (Non Weapon Mounted)	X		
Slings (Weapon Mounted)		X	1,2
Spotting Scopes (Non Weapon Mountable)	X		
Spotting Scopes (Weapon/Rail Mounted)		X	1,2
Tasers		X	3
Thermal Scopes (Non Weapon Mountable)	X		
Thermal Scopes (Weapon/Rail Mountable)		X	1,2
Thermal Vision Device (Non Weapon Mounted)	X		
Thermal Vision Device (Weapon/Rail Mounted)		X	1,2
Training - FBI Bomb squad (FEMA approved)	X		
Training - SWAT Sniper		X	2
Other Less lethal Weapons		X	1,2

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THSSAA Information Bulletin
No. 15-002,
April 2, 2015

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: Garry Jones
Deputy Assistant Director
Texas Homeland Security State Administrative Agency (THSSAA)

Subject: Use, Disposition, Pass-through and Loan of HSGP Funded Equipment

Attachment: (1) SF-428, SF-428c, and SF-428s Forms
(2) Equipment Pass-Through Form
(3) Equipment Loan Form

Purpose:

This Information Bulletin clarifies the use of and process to dispose of, pass-through or loan grant purchased equipment and replaces THSSAA Information Bulletin #3 issued August 31, 2006 and THSSAA Information Bulletin #11-001 issued March 2, 2011. This will apply to all Homeland Security grant-funded equipment that is either noted as a capital asset or a controlled asset per THSSAA Information Bulletin# 12-004.

In some cases sub-recipients are required to request disposition instructions for equipment acquired with grant funds (acquired equipment) when original or replacement equipment is no longer needed for the original program or for other activities currently or previously supported by a Federal agency. Sub-recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the Federal government.

Sub-recipients may pass-through equipment procured with grant funds to a project participant to carry out grant-funded activities.

Sub-recipients may temporarily loan equipment procured with grant funds to a governmental or non-governmental entity to carry out or support grant-related activities.

Definitions:

Acquired Equipment – Equipment purchased with grant funds.

Fair Market Value – An estimate of the market value of a property, based on what a knowledgeable, willing, and unpressured buyer would probably pay to a knowledgeable, willing, and unpressured seller in the market. An estimate of fair market value may be founded either on precedent or extrapolation.

Passed-through Equipment – Equipment procured by a sub-recipient on behalf of a project participant or equipment purchased by a project participant and reimbursed by a sub-recipient to carry out a grant-funded project.

Project Participant – an entity participating in a grant-funded program that purchases or is reimbursed for equipment or other services as a direct result of their relationship with a sub-recipient in an effort to carry out grant-funded activities.

Receiving Entity – The recipient of passed-through or loaned assets.

Sub-recipient – an entity that receives a sub-award from the Texas Homeland Security State Administrative Agency to carry out all or part of a grant-funded program.

Written Appraisal – A report or document stating, based on an educated and professional opinion, the Fair Market Value of an asset.

Equipment Use

Per 44CFR § 13.32 (c), grant-funded equipment shall be used by the sub-recipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal funds.

When no longer needed for the original program, the equipment may be used in other activities currently or previously supported under a federal grant or sub-grant.

Passed-through Equipment

Acquired equipment may be passed-through from a sub-recipient to a project participant to carry out grant-funded activities under the following conditions:

- A memorandum of understanding (MOU) exists between the sub-recipient and the project participant (see section below for MOU requirements).
- The project participant must meet the same THSSAA eligibility criteria as the sub-recipient (see http://www.txdps.state.tx.us/director_staff/saa/documents/genHSGPEligInstr.pdf for general eligibility requirements). It is the responsibility of the sub-recipient to verify the eligibility of the project participant. The sub-recipient may be required to refund the cost of any equipment purchased with grant funds if it is determined that the project participant did not meet all eligibility requirements.
- The sub-recipient is responsible for notating on their inventory log, at a minimum, the following information for each passed-through equipment item:
    - A description of the asset

- A serial number or other identification number (Should match serial number or ID number recorded on project participant's inventory log.)
- The location of the equipment
  - The location may be referenced as the project participant's jurisdiction
  - A notation and the date that the equipment item was passed-through to a project participant

  Example Location Entry: Pass Through to Sample County on 1/15/15

- The sub-recipient must maintain, at a minimum, the above referenced information on their inventory list until notification is received from the project participant that the equipment has been properly disposed of.
- The project participant becomes responsible for any aspects of the asset including inventory control, disposition, and complying with all grant requirements as noted in the MOU.

The corresponding THSSAA Passed-through Equipment Form must be completed under all conditions for all controlled or capital assets as defined by THSSAA IB 12-004. A copy of the THSSAA form must be retained by both parties.

Loaned Equipment

Acquired equipment may be temporarily loaned to a governmental or non-governmental entity to carry out or support grant-related activities under the following conditions:

- A memorandum of understanding (MOU) exists between the sub-recipient and the receiving entity (see section below for MOU requirements).
- The receiving entity of loaned equipment must meet the same THSSAA eligibility criteria as the sub-recipient see http://www.txdps.state.tx.us/director_staff/saa/documents/genHSGPEligInstr.pdf for general eligibility requirements). It is the responsibility of the sub-recipient to verify the eligibility of the receiving entity.
- Equipment is loaned for a temporary time period for the purpose of a recent or immediate upcoming event. There is no intention by the sub-recipient to have the receiving entity keep the equipment.
- The sub-recipient retains responsibility for all aspects of the asset, including inventory control, disposition and complying with all grant requirements.

Some governmental entities in the State of Texas find it necessary in the furtherance of their Emergency Operations Plan to loan equipment to non-governmental responding entities. Some examples would be: school districts, not for profit organizations, volunteer fire departments, etc. In consultation with the Department of Homeland Security, following are additional eligibility requirements for loans to non-governmental entities:

- The non-governmental entity must be an emergency response or public safety agency.
- The sub-recipient in receipt of Homeland Security grant funded equipment must determine the non-governmental entity is included in the Emergency Operations Plan of a governmental jurisdiction. This plan must meet and be maintained at no less than the intermediate preparedness level required for HSGP grant eligibility and be on file with the Texas Division of Emergency Management (TDEM).

- The non-governmental entity must comply with HSPD-5, Management of Domestic Incidents, the adoption of the National Incident Management System (NIMS), a requirement to receive Federal preparedness assistance through grants, contracts, and other activities.
- It is allowable for a NIMS compliant organization to purchase equipment which is then used by others via a Memorandum of Understanding. Such an arrangement would be appropriate when a governmental entity wants to ensure that its organizations, included in their Emergency Operations Plan, with fewer resources can still effectively respond. The receiving entity(ies) should have a plan indicating whether and/or how they address the NIMS recommendations for Non-governmental entities.

The corresponding THSSAA Equipment Loan Form must be completed under all conditions for all controlled or capital assets as defined by THSSAA IB 12-004. A copy of the THSSAA form must be retained by both parties.

Emergency Loan Conditions:

In the event of a time sensitive situation where time spent verifying eligibility may endanger life or property, equipment may be loaned for mutual aid immediately but for a period of **not more than 60 days** without the need to verify eligibility. The sub-recipient will complete the (Equipment Loan Form) and retain it in their files.

Example: A storm hits a small community and has knocked out power. Generators are needed to help power a local hospital. Time is of the essence and a jurisdiction would not need to verify eligibility before moving the equipment. The generator will only be needed for a few weeks until power is restored.

Memorandum of Understanding (MOU) for Passed-Through or Loaned Equipment:

A sub-recipient who passes-through or loans procured equipment to another eligible jurisdiction or non-governmental entity must develop and complete an MOU for all controlled and capital assets as defined in SAA IB# 12-004.

The MOU must include:

1. The basis of the agreement.
2. Signature and date of both parties.
3. Details of the equipment to include: Description, Control number, SER/VIN number, Model number, Acquisition date and Unit cost.
4. Responsible party for the care, custody, control, maintenance, disposition and use of the equipment including but not limited to:
    a. Inventory control of any equipment loaned to a non-governmental entity in accordance with THSSAA Policy and the Uniform Grant Management Standards.
    b. Maintaining any issued equipment in good working order.
    c. Ensuring the equipment is used only as allowable under the grant and in the furtherance of the Emergency Operations Plan.
    d. Ensuring the sub-recipient is notified when passed-through equipment is disposed of by a project participant.

The MOU must be retained by both the receiving entity and the sub-recipient.

Equipment Disposition – Approval Required

Approval to dispose of equipment with a current per unit fair market value (FMV) of $5,000 or more is required in the following circumstances:

- The original sub-grant from which the equipment was purchased is still open (active).
- Original or replacement equipment acquired under a sub-grant is lost, destroyed, or stolen and insurance proceeds to purchase or offset the cost of a replacement are available.
- Original or replacement equipment acquired under a closed grant or sub-grant is no longer needed for the original program or for other activities currently or previously supported by either the Federal awarding agency under which the equipment was originally procured or any another Federal agency.
- When original or replacement equipment is sold the awarding agency shall have a right to an amount calculated by multiplying the current FMV or proceeds from sale by the awarding agency's share of the equipment:

  (FMV) X THSSAA's percentage (%) share of the original equipment acquisition cost.

  Example 1: Equipment Purchased Using 100% Grant Funds
  Current fair market value (appraisal) = $6,300.
  Formula: $6,300 X 100% = $6,300
  THSSAA would be entitled to the full $6,300.

  Example 2: Equipment Partially Purchased with Grant Funds
  Current fair market value (appraisal) = $6,300
  Percent that grant funds contributed to original purchase: 75%
  Formula: $6,300 X 75% = $4,725
  THSSAA would be entitled to $4,725

Equipment Disposition - No Approval Required

A disposition request is NOT required if the grant-funded equipment meets any of the following conditions:

- The current per unit fair market value of the equipment is less than $5,000.
- It is being used by the program for which it was originally acquired, regardless of whether or not the program is still receiving federal grant funds.
- The original sub-grant under which the equipment was purchased is closed and it is being used by another program within the jurisdiction/agency, region, or state that has received federal grant funds.

When no longer needed for the original program, the equipment may be used in other activities currently or previously supported under a federal grant or sub-grant. Note: Disposing of equipment by transferring to other federally funded programs implies the equipment is no longer necessary within the original grant program. As a result, THSSAA may not consider funding requests for similar equipment purchases from a sub-recipient who has transferred equipment in this manner for a period of time similar to the typical useful life of the transferred equipment.

- First preference for other use shall be given to programs currently or previously supported by grants from the federal awarding agency that sponsored the grant under which the equipment was procured.

For example, if the equipment was procured under the federal Homeland Security Grant Program from the Department of Homeland Security, Federal Emergency Management Agency (FEMA), then first preference must be given to other programs funded by FEMA in the order referenced below:

- Sub-recipients should first **review needs within their jurisdiction/agency** to determine if any programs supported by FEMA could use the equipment.
- If no programs within the jurisdiction/agency need the equipment then sub-recipients should **consult with the COG/UASI to review needs** within the region.
- If no programs within the COG/UASI region need the equipment then sub-recipients should **consult with THSSAA** to determine if the equipment could be used within any TXDPS programs funded by FEMA or within a program located within another region of the state.

- Next preference for other use shall be given to programs currently or previously supported by any other federal awarding agency. This includes any program that has received federal funds through a grant or sub-grant from any federal agency. Consideration must be given to other programs that are receiving or have received federal funds in the same order referenced above.

The sub-recipient must document the disposition date on their equipment inventory log and maintain documentation supporting decisions allowing for equipment use based on the preferences listed above.

Equipment Disposition Request Procedure:

A Tangible Personal Property Report (SF-428), Disposition Request (SF- 428c), and Supplemental Sheet (SF-428s) are required to request disposition instructions or report disposition for equipment with a current per unit FMV of $5,000 or more. A written appraisal of FMV must be included with the forms.

- The sub-recipient or receiving entity of passed-through equipment must submit the forms and written appraisal to the THSSAA Monitoring Section at SAAMonitoring@dps.texas.gov.
- If applicable as noted in the grid below, THSSAA will forward the documents to FEMA for approval, denial or special instructions.
- If THSSAA or FEMA does not provide disposition instructions within 120 days, the sub-recipient or receiving entity of passed-through equipment may continue to use the equipment or dispose in accordance with the applicable property standards.
- THSSAA will notify the sub-recipient or receiving entity of passed-through equipment of THSSAA's or FEMA's decision.

Disposition Approval Matrix for Equipment Valued Over $5,000

Equipment Disposition Type	Active Grant	Closed Grant
Retain for Original Purpose	No Approval Required	No Approval Required
Use in Other Federally Funded Activity/Program	THSSAA Approval Only	No Approval Required
Use Insurance Proceeds to Replace Lost, Destroyed, or Stolen Equipment	THSSAA Approval Only	THSSAA Approval Only
Trade in or Sell to Offset Cost of Replacement Equipment	THSSAA Approval Only	THSSAA Approval Only
Sell Equipment w/ Federal Share of Proceeds Refunded	THSSAA/FEMA Approval	THSSAA/FEMA Approval
Use in Non-Federally Funded Activity/Program	THSSAA/FEMA Approval	THSSAA/FEMA Approval

For any questions not addressed here or about the SF-428 forms, contact THSSAA monitoring unit.

Texas Department of Public Safety
Texas Homeland Security State Administrative Agency
Homeland Security Grant Program
Passed-Through Property Record

Sub-recipient:

_____
Name of Organization

_____
Street/Mailing Address, City, County, Zip

_____
Printed Name and Title

_____ _____
Signature Date

Project Participant:

_____
Name of Organization

_____
Street/Mailing Address, City, County, Zip

_____
Printed Name and Title

_____ _____
Signature Date

This is to certify that the property described below was acquired through the expenditure of grant funds awarded to the above named Homeland Security Grant Program Sub-recipient. The Project Participant receiving the property certifies that they have knowledge of the laws, rules and regulations of Texas Homeland Security grants. The Project Participant further certifies that they agree to be bound by all the contract covenants and exhibits to the Sub-recipient's Agreement and any modifications or amendments to that agreement as if they were written here. The Sub-recipient and Project Participant further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Sub-recipient further certifies that the Project Participant has complied with all Texas Homeland Security State Administrative Agency eligibility requirements.

Property being passed-through

Item description: _____
Item Control Number: _____
Serial Number/VIN: _____
Model Number: _____
Acquisition Date: _____
Unit Cost: _____

This form is provided for the benefit of grant administration. TXDPS/THSSAA cannot advise Sub-recipients about the legality of any specific property that is passed-through. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.

THSSAA EQUIPMENT LOAN RECORD

ITEM CONTROL/SERIAL NUMBER	ITEM DESCRIPTION	ORIGINAL SUBRECIPIENT	ORIGINAL SUBRECIPIENT PERSONNEL NAME/SIGNATURE	DATE LOANED	RECEIVING ENTITY	RECEIVING PERSONNEL NAME/SIGNATURE

The subrecipient maintains responsibility for inspection and financial liability for loss or damage to grant funded assets. Subrecipients must exercise reasonable care to safeguard assets from negligence and abuse, while providing proper maintenance as required. It is the subrecipient's responsibility to complete the paperwork for the loan. Receiving entities acknowledge compliance with Texas Homeland Security State Administrative Agency grant and eligibility requirements as noted in the Sub-Recipient Agreement. It is the subrecipient's responsibility to ensure the receiving entity has met those eligibility requirements before loan of equipment. All equipment must be returned to the subrecipient for disposition.

EMERGENCY LOANS

In the event of a time sensitive situation where time spent verifying eligibility may endanger life or property, equipment may be loaned for mutual aid immediately but for a period of not more than 60 days without the need to verify eligibility. **Please provide a brief description of the nature of the event and why eligibility could not be verified:**

TANGIBLE PERSONAL PROPERTY REPORT
SF- 428

		Page	of Pages
1.Federal Agency and Organization Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned by Federal Agency	3a. DUNS	3b. EIN
4. Recipient Organization (Name and complete address including zip code)		5. Recipient Account or Identifying Number	
6. Attachment (Check applicable) ___ Annual Report (SF-428-A) ___ Final (Award Closeout) Report (SF-428-B) ___ Disposition Report/Request (SF-428-C)		7. Supplemental Sheet ___ Yes ___ No	
8. Comments			
9a. Typed or Printed Name and Title of Authorized Certifying Official		9c. Telephone *(area code, number, extension)*	
		9d. Email address	
9b. Signature of authorized Certifying Official		9e. Date report submitted *(Month, Day, Year)*	
		10. Agency use only	

Instructions for Tangible Personal Property Report: SF-428

The estimated annual public reporting burden for the collection of information on this form and its attachments is estimated to average 2.75 hours per respondent, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

This is a standard form to be used by awarding agencies to collect information related to tangible personal property (equipment and supplies) when required by a Federal financial assistance award. The form consists of the cover sheet (SF-428) and three attachments to be used as required: Annual Report, SF428-A; Final (Award Closeout) Report, SF-428-B; and a Disposition Request/Report, SF-428-C. A Supplemental Sheet, SF-428S, may be used to provide detailed individual item information.

A. General Instructions:

Tangible personal property means property of any kind, except real property, that has physical existence. It includes equipment and supplies. It does not include copyrights, patents or securities. For convenience, throughout this form and its attachments, the term property will be synonymous with tangible personal property. The terms equipment and supplies will be used when referring to specific requirements.

Property may be provided by the awarding agency or acquired by the recipient with award funds. Federally-owned property consists of items that were furnished by the Federal government.

Recipients of Federal assistance awards may be required to provide Federal awarding agencies with information concerning property in their custody annually, at award closeout or when the property is no longer needed. Specific requirements will vary based on award provisions, the type of property (equipment or supplies) and whether the property is Federally-owned. This reporting form and its attachments are intended to assist recipients to provide necessary information when it is required.

1. **Federal Agency and Organizational Element to Which Report is Submitted.** Enter the name of the Federal agency and the agency organization element identified in the award document or as otherwise instructed by the agency. The organizational element is a sub-agency within a Federal agency. For example, the Air Force Office of Scientific Research (AFOSR) is an organizational element within the Department of Defense.

2. **Federal Grant or Other Identifying Number Assigned by Federal Agency.** Enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award.

3a. **DUNS.** Enter the recipient organization's Data Universal Numbering System (DUNS) number or Central Contract Registry extended DUNS number. The DUNS number is also referred to as the Universal Identifier.

3b. **EIN.** Enter the recipient organization's Employer Identification Number (EIN) as assigned by the Internal Revenue Service.

4. **Recipient Organization.** Enter the name and complete address, including zip code, of the recipient organization.

5. **Recipient Account or Identifying Number.** Enter the account number or other identifying number assigned to the award by the recipient. This number is for the recipient's use and is not required by the Federal agency.

6. **Attachment.** Check the applicable line to indicate the type of attachment being submitted. Use the Annual Report, SF-428-A, when required to provide annual inventory listings of Federally-owned property. Use the Final Report, SF-428-B, when required to provide property information in connection with the closeout of an award. Use the Disposition Request/Report, SF-428-C, when required to request disposition instructions for or to report the disposal of Federally-owned property or acquired equipment, at any time other than award closeout (i.e., during the award period or after award closeout as long as the Federal government retains an interest in the item).

7. **Supplemental Sheet.** Check the applicable block to indicate whether a Supplemental Sheet is attached. Recipients may use the SF-428S or equivalent document such as a computer print out to provide required detailed individual item information.

8. **Comments.** Provide any explanations or additional information in this block. Attach additional sheets if necessary.

9a. **Typed or Printed Name and Title of Authorized Certifying Official.** Enter the full name and title of the recipient representative authorized to sign this report.
b. **Signature of Authorized Certifying Official**. Original signature of the recipient's authorized certifying official.
c. **Telephone.** Enter the telephone number of the individual listed in Line 9a.
d. **Email address.** Enter the email address of the individual listed in 9a.
e. **Date report submitted.** Enter the date the report is submitted to the Federal agency.

10. **Agency use only.** This section is reserved for Federal agency use only.

TANGIBLE PERSONAL PROPERTY REPORT
Supplemental Sheet SF-428S

Federal Grant or Other Identifying Number Assigned by Federal Awarding Agency (Block 2 of SF-428)	Attachment Type ___ Annual Report ___ Final (Award Closeout) Report ___ Disposition Request/Report	Page	Of Pages

Complete one row for each item:

	Award Number (a)	GP or ACQ (b)	Description of Item (c)	Identification Number (d)	Acq. Date (e)	Cond. Code (f)	Acq. Cost (g)	Disp. Req. (h)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Instructions for Tangible Personal Property Report: SF-428S

A. General Instructions

This is a standard form to be used by recipients to provide detailed individual item information in connection with required reports of tangible personal property under Federal assistance awards.

Federal Grant or Other Identifying Number Assigned by Federal Agency. Enter the Federal grant, cooperative agreement or other financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award. If the Supplemental Sheet is submitted in connection with a Consolidated Annual Report Attachment, leave blank and enter individual award numbers in Column (a) for each item.

Report Type. Indicate the type of report Attachment for which the individual item information is being provided.

a. **Award Number.** For Consolidated Annual Report Attachments, enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award. For all other Report Attachments (i.e., Individual Annual, Final, and Disposition Request/Report) leave blank.

b. **GP or ACQ.** Enter GP if the item is Federally-owned property. Note: Federally-owned property consists of items furnished by the Federal Government for use on the award identified in Block 1 or Column a. Enter ACQ if the item was acquired with award funds.

c. **Description of Item.** Provide a brief description of the item.

d. **Identification Number.** Enter the manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.

e. **Acq. Date.** Enter the date the item was acquired by the recipient. For items furnished by the Federal Government, enter the date received by the recipient.

f. **Cond. Code.** Enter the applicable condition code from the following list:

Code	Description
1	Excellent. Property that is in new condition or unused condition and can be used immediately without modification or repairs.
4	Usable. Property which shows some wear, but can be used without significant repair.
7	Repairable. Property which is unusable in its current condition but can be economically repaired.
X	Salvage. Property which has value in excess of its basic material content, but repair or rehabilitation is impractical and/or uneconomical.
S	Scrap. Property which has no value except for its basic material content.

g. **Acq. Cost.** Enter the item acquisition cost.

h. **Disp. Req.** Indicate the type of disposition requested for each item by entering the corresponding number from Block 2 of the Final Report Attachment or Block 1 of the Disposition Request/Report Attachment. However, it is not necessary to enter this information when requesting the same disposition for all items of Federally-owned property or the same disposition for all items of Acquired Equipment (the disposition request indicated in the applicable Block(s) of the Final Report Attachment or the Disposition Request/Report Attachment will be sufficient). Not required for Annual Report Attachments.

TANGIBLE PERSONAL PROPERTY REPORT
Disposition Request/Report SF-428- C

Federal Grant or Other Identifying Number Assigned by Federal Agency (Block 2 of SF-428)

1. **Request Disposition Instructions for**:	**For Agency Use Only**
a. **Federally-owned Property** *(Select one or more and attach Supplemental Sheet SF-428S or recipient equivalent)* (i) ___ Request Federal Agency disposition instructions (ii) ___ Other (Specify in Block 8 "Comments" or attach request)	Agency response to requested disposition of Federally owned property: (i) Recipient request approved___ denied ___. (ii) Dispose in accordance with attached instructions ___.
b. **Acquired Equipment with current fair market value of $5,000 or more** *(Select one or more and attach Supplemental Sheet SF-428S or recipient equivalent)* (i) ___ Request approval to trade-in or sell to offset costs of replacement equipment (ii) ___ Request Federal Agency disposition instructions	Agency response to requested disposition of acquired equipment: (i) Recipient request approved___ denied ___. (ii) Dispose in accordance with attached instructions ___.

Authorized Awarding Agency Official	
Signature:	Date:
Name:	Phone:
Title	Email

2. **Report Disposition by Sale or Retention**

a. ___ Retention of acquired equipment for use on non Federally supported projects

b. ___ Sale of acquired equipment

(Attach Supplemental Sheet SF-428S or recipient equivalent and complete worksheet below)

(i) Sale proceeds (or estimate of current fair market value)..... $_____

(ii) Percentage of Federal participation ..... _____%

(iii) Federal share ..... $_____

(iv) Selling and handling allowance ..... $_____

(v) **Amount remitted to the Federal Government**..... $_____

3. **Report Loss, Destruction or Theft of Federally-owned Property**

___ Loss, Destruction or Theft of Federally-owned property

(Attach Supplemental Sheet SF-428S or recipient equivalent and describe the circumstances in Block 4)

4. **Comments**

DISPOSITION REQUEST/REPORT ATTACHMENT TO TPR

Agency use only

Instructions for Disposition Request/Report: SF-428 Attachment C

A. General Instructions:

This Attachment is to be used by recipients when required to request disposition instructions or to report disposition of Federally-owned property or acquired equipment under Federal assistance awards at any time other than award closeout (i.e., during the award period or after closeout as long as the Federal government retains an interest in the item).

Recipients provided Federally-owned property for use under Federal assistance awards are required to request disposition instructions from the awarding agency when the Federally-owned property is no longer needed for the authorized purpose. Recipients may be required to request disposition instructions for equipment acquired with award funds (acquired equipment) when an item is no longer needed for use on Federally-sponsored activities. Recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the Federal government. This attachment is intended to assist recipients in providing appropriate information to the awarding agency. Note: If the Federal awarding agency has exercised statutory authority to vest title to acquired equipment in the recipient with no further obligation to the Federal government, you are not required to request disposition instructions or to report disposition (i.e., sale or retention for non Federal use) of those items of equipment.

Federal Grant or Other Identifying Number Assigned by Federal Agency. Enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award.

1. **Request Disposition Instructions for:** Use this section to request Federal awarding agency disposition instructions when required by the award provisions.

a. **Federally-owned Property.** Consists of items that were furnished by the Government. Check applicable blocks to indicate the requested Federal awarding agency action for items that are no longer needed for use on the award specified in Block 2.

(i) To request Federal agency disposition instructions.
(ii) To request a specific disposition, e.g., transfer to another award.

b. **Acquired Equipment with a current fair market value of $5,000 or more.** Note: Fair market value means the best estimate of the gross sales proceeds if the property were to be sold in a public sale. Check applicable blocks to indicate the requested Federal awarding agency action.

(i) To request approval to trade-in or sell to offset costs of replacement equipment.
(ii) To request Federal agency disposition instructions for equipment acquired with award funds.

2. **Report Disposition by Sale or Retention.** Use this section when required to compensate the Federal awarding agency for its interest in acquired equipment with a current fair market value of $5,000 or more that you have sold or retained for use on non Federally supported activities. Check applicable blocks to indicate the type of action being reported and complete the worksheet to calculate the amount of compensation due to the awarding agency for its interest in the equipment.

a. Retention of acquired equipment for use on non-Federally supported projects.
b. Sale of acquired equipment.

Worksheet

(i) Enter the total amount received if the equipment has been sold. Enter an estimate of the current fair market value if the equipment will be retained for use on non Federally funded projects.
(ii) Enter the percentage of Federal Government participation in the award under which the equipment was acquired.
(iii) Enter the dollar amount of sales proceeds (or estimate of current fair market value) multiplied by the percentage of Federal Government participation listed in (ii).
(iv) If the equipment was sold, enter the amount of selling and handling expenses. Enter zero if the equipment will be retained for use on non-Federally funded projects.
(v) Enter the amount of the Federal share in (iii) less the selling and handling expense listed in (iv). Indicate in Block 8 how the funds are being returned to the government. For example, attached check made out to the Awarding Agency/U.S. Treasury or electronic remission.

3. **Report Loss, Destruction or Theft of Federally-owned Property.** Use this section to notify the awarding agency. Check block to indicate that Federally-owned property has been lost, damaged or stolen, list the item(s) on SF-428S or recipient equivalent and describe the circumstances in Block 4.

4. **Comments.** Provide any explanations or additional information in this block. Attach additional sheets if necessary.

Agency use only. This section is reserved for Federal agency use only.

EXHIBIT “G”

Weekly Activity Report

HIDALGO COUNTY

Your Local Agency Name

OPERATION STONEGARDEN WEEKLY ACTIVITY REPORT

Date	Number of Officers worked	Hours worked (Shift)*	Location Worked	Outcome
7/13/2015	3	1800-0400	WEST- Citrus City Area	25 VEHICLE STOP, 8 CITATIONS, 17 WARNINGS
		SAMPLE		
Total	3			

EXHIBIT “H”

Daily Activity Report Summary and Detail

PLEASE TYPE IN YOUR CITY NAME
2014 OPERATION STONEGARDEN
GRANT #: EMW-2014-SS-00029

DAILY ACTIVITY REPORT SUMMARY

Date: _____ **Overtime Rate:**_____

Begining 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: _____

Officer (Print)_____ **Title:** _____ **I.D. #** _____

Officer (Sign)_____ **Title:** _____ **I.D. #** _____

Supervisor: _____ **Title:** _____ **I.D. #** _____

PLEASE TYPE IN YOUR CITY NAME

DAILY ACTIVITY REPORT DETAIL

OPSG 2014 Grant#: EMW-2014-SS-00029

PLEASE PRINT LEGIBLY

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

1.)

SECTOR	:00 PM - :00 AM, Officer 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:** _____

7/31/2015 11:58 AM

EXHIBIT "I"

Property Acquisition Form

EXHIBIT "I"

CITY NAME
2014 STONEGARDEN GRANT - PROPERTY ACQUISITION FORM
GRANT #EMW-2014-SS-00029

Description	Tag ID#	Serial or ID#	Source of Property	Title Owner	Acquisition Date	Cost	% of Federal/ State Participation in Cost of Property	Location	Use & Condition of Property	Disposal Date	Price Sold

To be submitted monthly with attached photos of all equipment showing ID tags.

STATE OF TEXAS §

COUNTY OF HIDALGO §

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

This Agreement is made and entered into this ___day of _____, 2015, by and between the County of Hidalgo, a political subdivision of the State of Texas (hereinafter referred to as "County") and the City of Donna, 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 $4,674,438.00 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 2014 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 2014 Sub-Recipient Award for Hidalgo County," (Sub-Recipient Agreement) dated May 7, 2015, 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 No. 12-003 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 $100,000.00 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 the 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 reimbursements pertaining to costs incurred or performances rendered that are not in compliance with 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 complete and execute a Passed-Through Property Record or Equipment Loan Record, as necessary, for each asset purchased with Grant funds, as required by State Administration Agency Bulletin 15-002 or its successor (**See Exhibit "F"**).

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 No. 12-004 or its successor (**See Exhibit "F")**. City shall conduct an annual physical inventory for all assets purchased with current and prior Grant funds and provide said information to County on an annual basis. The inventory identified on the Property Acquisition Form should include a complete and accurate listing of all equipment/assets including tag numbers, id numbers and serial numbers with photographs depicting same (**See Exhibit "I"**). City shall not use Grant funds for the purchase of weapons and weapons accessories in accordance with State Administrative Agency Bulletin No. 15-001 or its successor (**See Exhibit "F"**).

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 required for reimbursement of Grant funds from County. These include but not limited to the Cost Reimbursement Form and all supporting documentation **(See Exhibit "F")**, a Passed Through Property Record or Loan Record (with photographs and sam.gov verification) **(See Exhibit "F")**, a Property Acquisition Form detailing a cumulative report of all property secured with Grant funds from the inception of the first Grant period (**See Exhibit "I")** and the Annual Inventory Control Requirement Form **(See Exhibit "F").** These reports must be submitted to County by **June 30th** of each year. City shall provide County with a weekly activity report (**See Exhibit "G"**). 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 No. 12-004 or its successor attached thereto.)

As noted above, all reports required for submission are as follows:

FORMS	**SUBMIT**
Eligibility Certification Form	Annually

Annual Inventory Control Requirement Form	Annually
Property Acquisition Form	Annually
Weekly Activity Report	Weekly
Agency Cost Reimbursement Request Form	With Reimbursement Request
Individual Reimbursement Request Form	With Reimbursement Request
Daily Activity Report Summary	With Reimbursement Request
Daily Activity Report Detail	With Reimbursement Request
Passed-Through Property Record Form	With Reimbursement Request
Disposition Request/Report SF-428- C Form	As needed upon asset disposal

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 delay or 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")**, Passed Through-Property Record Form **(See Exhibit "F"),** Copies of Invoices, and other related information whether or not requested by County on a monthly basis no later than the 15th of each month for the previous month. Each Cost Reimbursement Request shall be completed pursuant to the instructions and State Administration Agency Bulletin Nos. 11-005, 12-005, 15-001 and 15-002 (or their successors) 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 Sub-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. City shall be responsible for the care, maintenance, repair, custody, control, disposition and use of any asset purchased with Grant funds.

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 the responsible party for the care, maintenance and repair of same, as noted above. 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. City shall also complete a Disposition Request/Report Form SF-428-C as required by State Administration Agency Bulletin No. 15-002 **(See Exhibit "F")**.

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 none of its elected officials, officers, employees, consultants, or 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
302 W. University Dr.
Edinburg, TX 78539

If to City: City of Donna
307 S. 12th St.
Donna, TX 78537

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 DONNA, TEXAS

_____
Irene Munoz**,** Mayor

ATTEST

_____
Martha Alvarado, 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,
Ricardo Rodriguez, Jr.

By:_____
Josephine Ramirez Solis,
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”	Agency Cost Reimbursement Request Form and SAA Bulletins
• F-1:	Agency Cost Reimbursement Request
• F-2	Individual Reimbursement Form
• F-3	Cost Reimbursement Request Instructions
• F-4	SAA Information Bulletin 12-003
• F-5	SAA Information Bulletin 12-004
• F-6	Annual Inventory Control Requirement Form
• F-7	SAA Information Bulletin 11-005
• F-8	SAA Information Bulletin 12-005
• F-9	SAA Information Bulletin 12-007
• F-10	SAA Information Bulletin 15-001
• F-11	SAA Information Bulletin 15-002
Exhibit “G”	Weekly Activity Report
Exhibit “H”	Daily Activity Report Summary and Detail
Exhibit “I”	Property Acquisition Form

EXHIBIT "A"

Grant Terms and Conditions

U.S. Department of Homeland Security
Washington, DC 20472

FEMA

FY2014 OPSG COND Approval Texas – Hidalgo15-RGVRGV-11-001 V0

April 22, 2015

Arturo Mendez
Texas Homeland Security State Administrative Agency
PO Box 4087
Austin, TX 78773

Dear Mr. Mendez:

Please be advised that, based on the Department of Homeland Security, Federal Emergency Management Agency's (FEMA) Operation Stonegarden Grant Program (OPSG) guidelines and special conditions associated with this program, the below referenced Operations Order is *conditionally approved*:

Operations Order No: 15-RGVRGV-11-001 V0
Fiscal Year: 2014
Amount Approved: $4,674,438
Operations Order Dates: 10/1/2014 to 8/31/2016
Recipient: Hidalgo County, Texas

Pending approval of the Personnel Cap Waiver by the FEMA Administrator, Hidalgo County is authorized to spend up to, but must not exceed, 50 percent of the FY 2014 Operation Stonegarden allocation issued by FEMA. A subsequent approval letter will be issued for this Operations Order upon receipt of the FEMA Administrator's approval.

Expenditures from the Operations Order were reviewed and approved by FEMA and U.S. Customs and Border Protection/Border Patrol (CBP). These expenses will assist the County in conducting border centric, intelligence driven operations with the goal of reduction or elimination of threat, risk and vulnerability along our Nations' borders.

Please find the below special conditions associated with OPSG and retain this letter for your grant files. If you have any questions, please feel free to contact me at (202) 786-9668.

Sincerely,

Corey Walz

Corey Walz
Program Analyst
U.S. Department of Homeland Security
Federal Emergency Management Agency
Grant Programs Directorate

Cc: U.S. Customs and Border Protection/ Border Patrol

The following Special Conditions are associated with this Operation Stonegarden award:

1. Construction and construction-type activities are prohibited.
2. Lethal or less than lethal forces including, but not limited to: weapons, firearms, ammunition and tasers are prohibited.
3. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), the sum of all personnel related expenses shall not exceed 50% of the recipient's allocation without first obtaining a waiver from the FEMA Administrator.
4. All participating agencies shall monitor, review and track expenditures of OPSG funds under individual Operations Orders issued. Participating agencies shall not obligate, and/or encumber OPSG grant funds beyond the total of their allocation issued by FEMA.
5. The Operations Order has been reviewed and approved under the Environmental and Historic Preservation Program (EHP) guidelines as being categorically excluded from further EHP review.
6. Recipients must submit a letter of justification for all proposed vehicles or equipment items in excess of $100,000. This justification will be reviewed by CBP and FEMA.

Texas Department of Public Safety

2014 Sub-Recipient Award for Hidalgo County

1. General Award Information	Reference/Encumbrance No:	
Date of Award: May 7, 2015	Prepared By: Mendez, Arturo	3. SAA Award Number: 14-SR 48215-01

4. Sub-Recipient Name and Address

Judge Ramon Garcia
Hidalgo County
302 W. University
Edinburg, TX 78539

5. Federal Grant Information

Federal Grant Title: Homeland Security Grant Program (HSGP)
Operation Stonegarden (OPSG)

Federal Grant Award Number: EMW-2014-SS-00029

Federal Granting Agency: U.S. Department of Homeland Security(DHS)
Federal Emergency Management Agency (FEMA)

Date Federal Grant Awarded to TxDPS: August 6, 2014

CFDA: 97.067

6. Award Amount and Grant Breakdowns

OPSG

$4,674,438.00

Grant Period:	
From: Sep 1, 2014	To: Feb 28, 2016
(The SAA must receive all invoices by the end of grant period)	

7. Statutory Authority for Grant: The Department of Homeland Security Appropriations Act, 2014, (Public Law 113-76), and The Homeland Security Act of 2002 as amended (Public Law 107-296), (6 U.S.C. § 603).

8. Method of Payment: Primary method is reimbursement.

9. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors and principals are not debarred,suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not have active Exclusions listed at https://www.sam.gov/portal/public/SAM/

10. Agency Approvals

Approving TxDPS Official:

Garry Jones
Deputy Assistant Director
Texas Homeland Security
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:

Garry Jones

11. Sub-Recipient Acceptance

I have read, understood and agree to this Sub-Recipient Agreement consisting of this Award and the attached Terms and Conditions.

Print name and title of Authorized Sub-Recipient Official:

Ramon Garcia
Hidalgo County Judge

Signature of Sub-Recipient Official:

Ramon Garcia

Enter Employer Identification Number (EIN) or Federal Tax Identification Number:	DUNS Number:	Date Signed :
74-6000717	10-311-0834	5/19/15

DUE DATE: June 23, 2015 Signed Award with Terms and Conditions must be returned to SAA_SRA@dps.texas.gov on or before the due date.

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

2014 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.*

1. Grant Sub-recipient Agreement

This Grant Sub-recipient Agreement (consisting of this 2014 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 2014 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. HSGP funding shall be used for statutorily eligible 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. This program provides an integrated mechanism that builds and sustains core capabilities to support the Nation's Preparedness against terrorist attacks, major disasters, and other emergencies.

The FY 2014 Nonprofit Security Grant Program (NSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the NGP. NSGP provides funding support statutorily eligible costs to include 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. It is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, as well as State and local government agencies.

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.

2. Overview and Performance Standards

All allocations and use of funds under this Grant shall be in accordance with the FY 2014 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2014 FOA is incorporated by reference herein. **Sub-recipient shall read, understand and accept the FY 2014 Funding Opportunity Announcement as binding.**

A. 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"**

B. 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.**

3. 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 this Grant, 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.

4. 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) calendar 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.

5. 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.

6. 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 2014 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at http://www.fema.gov/media-library-data/1395161200285-5b07ed0456056217175fbdee28d2b06e/FY_2014_HSGP_FOA_Final.pdf and the Nonprofit Security Grant Program (NSGP), http://www.fema.gov/media-library-data/1396016700388-fb23d813b8df0d8eab995c8f27c1ac3e/FY_2014_NSGP_FOA_Final_Revised.pdf.

7. 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 14, 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.

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.

8. 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 Grant Adjustment Notice (GAN) to the jurisdiction.

9. State Requirements for Grants

Sub-recipient shall 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, Texas Uniform Grants Management Standards (UGMS) 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/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 this Grant to a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, unless the law enforcement agency requesting this Grant is in compliance with all rules developed by the Texas Commission on Law Enforcement (COLE) or TCOLE certifies that the requesting agency is in the process of achieving compliance with such rules.

2. Grant funds may not be awarded 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 by 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, which prohibits using any money or vehicle to support the candidacy of any person for office; influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose and 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, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and 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, which requires Sub-recipient to make every effort to attain key performance target levels associated with this Grant, 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, which requires that this Grant may only be expended if Sub-recipient timely completes and files its reports.

10. 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, or 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 and/or NSGP funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2014 HSGP or NSGP 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 Council of Government (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 Lone 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 calendar 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 the System for Award Management (SAM) at 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 information at least annually. Sub-recipient shall keep information current in the 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/dissem/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. 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.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 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 or NSGP 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. 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 awarded 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 awarded 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/grants/grant-programs-directorate-information-bulletins.

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. 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 equipment inventory record format at 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 statement: "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 use of 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, logos, crests, 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 (20th) calendar 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 Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency(August 11, 2000), requires federal agencies to issue guidance to recipients of federal financial assistance, assisting such organizations and entities in understanding their language access obligations. DHS published the required guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient of federal financial assistance can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at

https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited

and additional resources on 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 the interpretive guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B138942.

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 Grant ,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. SAFECOM. Sub-recipient shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications for awards under this Grant that provide emergency communication equipment and its related activities.

KK. Best Practices for Collection and Use of Personally Identifiable Information (PII).Sub-recipients who collect Personally Identifiable Information (PII) shall have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate. Sub-recipients may also find as a useful resource the DHS Privacy Impact Assessments: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf .

LL. Hotel and Motel Fire Safety Act of 1990. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), Sub-recipient shall ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

MM. False Claims Act and Program Fraud Civil Remedies. Sub-recipient shall comply with the requirements of 31 U.S.C. §3729 which sets forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. §3801-3812 which details the administrative remedies for false claims and statements made.

NN. Duplication of Benefits. State, Local and Tribal Sub-recipients shall comply with 2 C.F.R. Part §225, Appendix A, Paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

OO. Debarment and Suspension. Sub-recipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

PP. Non-Supplanting Requirement. Sub-recipient shall not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources for programs that prohibit supplanting by law. Where federal statutes for a particular program prohibit supplanting, Sub-recipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

11. 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 calendar 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/national-incident-management-system.

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/ResourceMngmnt.shtm#item3.

12. 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.

13. Audit

A. 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).

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

14. Retention and Accessibility of Records

A. 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 C.F.R. 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.

B. 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.

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

D. 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.

15. Legal Authority

A. 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.

B. 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.

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

16. 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.

17. 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.

18. 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.

19. Changes and Amendments

A. 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 this Grant. Any alteration, addition, or deletion to this Grant by Sub-recipient is not valid.

B. 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).

C. 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.

D. 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.

20. 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.

21. Venue

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

22. 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.

23. 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.

24. 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 or deny 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.

25. 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.

26. Closing of this 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 GAN to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 calendar 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 5/19/15
Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

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 Grant.

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 this Grant 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 Grant. "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 Principles 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 Grant.

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 5/19/15
Signature of Authorized Official Date

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 Grant.

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 this Grant 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 this Grant.

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 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 statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(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 Grant.

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 5/19/15
Signature of Authorized Official Date

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 subcontracts, 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-recipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
2. Have not within a three-year period preceding this Grant 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;
4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
5. Where Sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification)

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

G. Sub-recipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq. – which requires Sub-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, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Sub-recipient will 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 is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

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 Grant.

J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

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 5/19/15
Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

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 Principles 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. 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 5/19/15

Signature of Authorized Official Date

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.dps.texas.gov

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MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

September 18, 2014

The Honorable Ramon Garcia
Judge, Hidalgo County
302 West University Dr.
Edinburg, Texas 78539

Dear Judge Garcia:

I am pleased to inform you that the 2014 Homeland Security Grant Program (HSGP) award to Texas includes an Operation Stonegarden Grant (OPSG) allocation for Hidalgo County in the amount of $4,674,438. This letter is being sent to you as the grant point-of-contact (POC) for Hidalgo County.

DHS prohibits the Texas Homeland Security State Administrative Agency (THSSAA) from awarding OPSG funds until a Concept of Operations (CONOPS) plan and Tactical Operations Order with an imbedded budget has been reviewed, and DHS has issued an official approval notice for Hidalgo County.

Hidalgo County should 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 your Border Patrol Sector Representative (CBP) and the THSSAA by **October 31, 2014**. It is important that the required operational documents be submitted to CBP and THSSAA by this deadline. A timely submission will facilitate the 2014 OPSG review process and, upon approval, will allow your jurisdiction access to this funding for the support of your ongoing border security efforts.

If you have any questions regarding the FY 2014 OPSG grant program, please refer to the FY 2014 HSGP Funding Opportunity Announcement (FOA) or contact Arturo O. Mendez at 512-377-0022 (arturo.mendez@dps.texas.gov) or Pete H. Lara at 512-377-0025 (pete.lara@dps.texas.gov).

Sincerely,

Garry Jones

Garry Jones
Deputy Assistant Director
Texas Homeland Security State Administrative Agency

GJ:aom

EXHIBIT "B"

Summary of Grant Allocations by Phases

SUMMARY OF GRANT ALLOCATIONS BY PHASES
2014 OPERATION STONEGARDEN
GRANT #EMW-2014-SS-00029

Phase 1:	$3,106,844.73
Phase 2:	$1,567,593.27
Total:	**$4,674,438.00**

EXHIBIT "C"

Eligibility Certification Form

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

*** [illegible] submission** is a correction. ▼

Please provide the reference number for the form you are correcting:

*** Type of Organization**
County ▼

*** Region** See Map
21 - Lower Rio Grande Valley Development Council - LRGVDC ▼

*** County**
Hidalgo County ▼

*** Name of Jurisdiction/ Organization:**
Hidalgo County

Please follow these formatting examples for jurisdictions

Counties:
Tejas County

City / Town / Village: (Name First)
Mockingbird, City of
Travis, Village of
Harris, Town of

COG / Region:
Big Texas Council of Governments

*** Zip Code (Principle Administration Location)**
78539

*** DUNS Number:**
103110834

Every Sub-recipient must have a DUNS number and active registration in SAM prior to submitting an application for Federal funding. Sub-recipients may verify if they have a DUNS number and/or may obtain a DUNS number via http://fedgov.dnb.com/webform/index.jsp or by calling (866) 705-5711. To ensure your SAM registration will be active at the time of award, please review and update your registration if needed (www.sam.gov). Sub-recipients are required to keep their SAM registration current, accurate, and complete throughout the grant performance period (2 CFR 25). Additional information regarding this item can be found in the Instructions Document under Item V.

* Indicates Response Required

Save Partial Work Next >>

ACTIVE

sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Progress: 11% Complete

This question is about **you**, the person submitting the information at this moment, through this web page.

*** Please describe your role for the Subgrantee.**

I'm the Authorized/Elected Official or Chief Financial Officer ◉ I'm someone else

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 22% Complete

Authorized Official

As part of verification, a ***correct*** email address for the Authorized official is required. Upon successful submission, a confirmation email will be sent to the Authorized official, who ***MUST APPROVE*** this eligibility form submission.

This replaces the signature page from past eligibiliity processes.

EMCs, EMS, Fire, Police, and Sheriff personnel **ARE NOT Authorized Official**. Only **Chief elected official**, **chief executive** and/or **chief financial officers** may be listed.

*** Authorized Official Title**

Judge ▼

*** Authorized Official First Name**

Ramon

*** Authorized Official Last Name**

Garcia

*** Authorized Official Email Address**

ramon.garcia@co.hidalgo.tx.us

*** Phone Number**

956-318-2600

*** Re-Confirm Email**

ramon.garcia@co.hidalgo.tx.us

NOTE: It's important to provide valid contact information for the authorized official. If you are a designee for the Authorized Official, you must indicate this in the next screen. You can then provide contact details to ensure the SAA can communicate with you if follow-up is necessary. Authorized Officials may also elect to provide information for their designee.

* Indicates Response Required

<< Previous Save Partial Work Next >>

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 33% Complete

Submitter / Point-of-Contact Information:

Upon [illegible]ion of this fo[illegible]a confirmation copy will be forwarded to the authorized official and regio[illegible]. The SAA [illegible] contact the submitter first if there are any follow-up questions.

*** What best d[illegible]ines th[illegible]Submit[illegible]/ Point-of-Contact role?**

Police/Fire/EMS Staff[illegible]

[redacted]

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 44% Complete

I. National Incident Management System (NIMS)

*** NIMS**

Please certify to one of the NIMS statements below.

A) My jurisdiction has adopted and implemented NIMS and is compliant with all NIMS objectives (FY2005-FY2009). Reference: NIMS Implementation Chart

B) My jurisdiction has adopted and implemented NIMS, BUT is not fully compliant with all NIMS implementation objectives.

- a) Is Compliant
- b) Is Not Fully Compliant

Please review the FY 2014 Texas NIMS Implementation Reporting Tool information page for additional guidance on this requirement.

If you have not submitted a 2014 NIMS report, you must complete this step to be eligible.

If you have additional questions, please contact your PPG.

II. EMERGENCY MANAGEMENT PLANS (INTERMEDIATE LEVEL)

*** Emergency Management Plans: Please certify to one of the following statements.**

A. My jurisdiction has its own emergency management plan that *currently* meets the state preparedness standards at the Intermediate Level on file with the Texas Division of Emergency Management (TDEM).

B. My jurisdiction is a legally established member of an inter-jurisdictional emergency management program that has a plan that *currently* meets the state preparedness standards at the Intermediate Level on file with TDEM.

C. 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. *

- (●) a) Has Plan That Meets Requirements
- ( ) b) Member of Plan That Meets Requirements
- ( ) c) Not Required

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 56% Complete

II. OMB CIRCULAR A-133 SINGLE AUDIT

*** A-133 Reporting: My jurisdiction's/organization's fiscal year (FY) end for 2014 was (choose one):**

a) August 31, 2014 (Reporting Package is due 30 days after completion or May 31, 2014, whichever is sooner)

b) September 30, 2014 (Reporting Package is due 30 days after completion or June 30, 2014, whichever is sooner)

c) December 31, 2014 (Reporting Package is due 30 days after completion or September 30, 2014, whichever is sooner)

d) Other

- ○ a) August 31, 2014
- ○ b) September 30, 2014
- ◉ c) December 31, 2014
- ○ d) Other

A-133 AUDIT SATEMENT

*** A-133: Please certify to one of the A-133 Audit Statement below:**

a) I certify my jurisdiction/organization did not expend over $500,000 in Federal or State funding during FY2014 so no A-133 audit was necessary or obtained.

b) I certify my jurisdiction/organization expended over $500,000 in Federal or State funding in FY 2013 and that the required reporting package has been/will be provided 1) to the Texas Department of Public Safety (TXDPS) and 2) to the Federal Clearinghouse.

- ○ a) Did not expend over $500,000
- ◉ b) Did expend over $500,000

IV. TEXAS REGIONAL RESPONSE NETWORK (TRRN)

*** Texas TRRN: (Reference: TRRN Site)**

My jurisdiction/organization is registered with the Texas Regional Response Network (TRRN) and;

a) My jurisdiction has entered all deployable equipment with a cost of $5,000 or more purchased with Homeland Security Grant funds into the TRRN.

b) My jurisdiction does not have any deployable equipment with a cost of $5,000 or more purchased with Homeland Security Grant funds.

(•) a) Has entered all deployable equipment

( ) b) Does not have any deployable equipment

* Indicates Response Required

<< Previous Save Partial Work Next >>

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 67% Complete

V. FFATA, DUNS, and CCR

FFATA Certification

Certification of Recipient Highly Compensated Officers – the Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (THSSAA) to report the name and total compensation of each of the five most highly compensated officers (a.k.a. position of each subrecipient organization for the most recently completed fiscal years preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below:

*** In the subrecipient's preceding completed fiscal year, did the subrecipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?**

○ Yes ◉ No

*** Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?**

◉ Yes ○ No

*** DUNS, & CCR: I certify my jurisdiction/organization has entered all required information, into the System for Award Management (SAM) and has an active registration status with no "Active Exclusion Records". Reference: SAM.gov**

◉ Yes

○ I cannot certify to this statement

VI. CRIMINAL HISTORY DISPOSITION REPORTING

(If Applicable)

*** CRIMINAL HISTORY DISPOSITION REPORTING:**

Current Report listed: 2015 HSGP Security Grant Information Page

For grant year 2015 federal funds, the criminal history reporting eligibility requirement will be applied to all SHSP sub-recipients. Only entities within a county that have met the 90% completeness rates by August 1, 2015 will be eligible for these THSSAA awards issued on or after September 1, 2015. This section DOES NOT APPLY to NSGP, OPSG, or UASI applicants.

Please select to certify to one of the criminal history disposition reporting statements:

a) My County has documented a 90% average disposition completeness rate for adult arrests and a 90% average disposition completeness rate for juvenile arrests under calendar years 2009-2013 as required by Chapter 60, Texas Code of Criminal Procedure.

b) My County does NOT currently have a documented 90% average disposition completeness rate for adult arrests and a 90% average disposition completeness rate for juvenile arrests under calendar years 2009-2013, but county intends to attain the required averages by August 1, 2015. I understand that sub-recipients within the County will not be Eligible for 2015 SHSP funds if the required averages are not achieved by the August 1, 2015 deadline.

- (●) a) 90% or above
- ( ) b) Below 90%, intends to attain by 8/1/201
- ( ) c) COG Region
- ( ) d) Tribal Nation

* Indicates Response Required

<< Previous Save Partial Work Next

ACTIVE

Sample

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Sample

Progress: 78% Complete

PRINT FOR YOUR OWN RECORDS

Submission Reference: **3448188**

Name of Jurisdiction/ Organization: **Hidalgo County**
DUNS Number: **103110634**
Type of Organization: **County**

Region: **21 - Lower Rio Grande Valley Development Council - LRGVDC**

Authorized Official Name: **Ramon Garcia** Title: **Judge**

****

I. National Incident Management System (NIMS)
a) Is Compliant

II. Emergency Management Plans:
a) Has Plan That Meets Requirements

III. OMB Circular A-133 Single Audit Certification
b) Did expend over $500,000

IV. Texas Regional Response Network (TRRN):
a) Has entered all deployable equipment

V. DUNS, CCR & FFATA:
Yes

VI. Criminal History Disposition Reporting:
a) 90% or above

PRINT FOR YOUR OWN RECORDS

Print this page

<< Previous Save Partial Work Next >>

ACTIVE

Texas Department of Public Safety
TEXAS HOMELAND SECURITY - STATE ADMINISTRATIVE AGENCY

2015 ELIGIBILITY CERTIFICATION FORM

2015

Progress: 89% Complete

Please submit to complete this eligibility submission form. You will receive confirmation email shortly.

An email will also be sent to the Authorized Official for review and approval of this submission. You will also receive an email that cofirms when submission has been approved.

Sample

☑ Please email the Authorized Official updates if available. The SAA will use [redacted]

☑ Please email the POC updates if available. The SAA will use [redacted]

<< Previous Save Partial Work Submit

ACTIVE

BACK TO DPS SAA Page

Texas Homeland Security

State Administrative Agency

Sample

Your submission for Hidalgo County has been sent.

Thank you!

The Authorized Official and POC (if indicated) should receive a confirmation email shortly, and a copy was automatically forwarded to your COG (if requested).

Please note that if all required documentation was not uploaded, it must be forwarded as soon as possible. The submission method indicated for this session was: **[pipe:34]**

If not uploaded please email to saa@dps.texas.gov; or fax to 512-206-3137.

Please provide this reference [redacted] in any correspondence relating to this submission. You may also submit a request for assistance if you have an issue.

Submit a new form

Richard Ozuna

From: form_engine@fs30.formsite.com on behalf of donotreply@dps.texas.gov [form_engine@fs30.formsite.com]

Sent: Tuesday, April 21, 2015 4:01 PM

To: [redacted]

Subject: 2015 Eligibility for: Hidalgo County - Received - [redacted]

Dear POC,

This email is confirmation that the Texas Homeland Security - State Administrative Agency is in receipt of **Hidalgo County** 2015 Eligibility Form.

If this form was submitted by someone other than the authorized official, a copy will be automatically forwarded to the authorized official (listed below). They will need to complete one final step to certify this submission.

Authorized Official: [redacted]

We strongly advise that you contact the authorized official to ensure they are aware of the importance of responding to this confirmation email. A link is listed in the message, and they must follow it to finish the eligibility submission process.

We are inlcuding an attached copy of the responses for your records. A copy will be automatically forwared to your region if it has been requested.

If you have any 2015 Eligibility Questions please submit a support request and we will follow up with you ASAP. Please reference form [redacted] in any correspondence to the SAA. Direct replies this email will not be received.

Regards,

THSSAA

Auto-Notification: Conf Email to POC

Reference #	[redacted]
This submission *	is a correction.
Please provide the reference number for the form you are correcting:	[redacted]
Type *	County
Region See Map *	21 - Lower Rio Grande Valley

Sample

	Development Council - LRGVDC
County *	Hidalgo County
Subgrantee *	Hidalgo County
Zip Code (Principle Administration Location) *	78539
DUNS Number: *	103110834
Please describe your role for the Subgrantee. *	I'm someone else
Authorized Official Title *	Judge
Authorized Official First Name *	[redacted]
Authorized Official Last Name *	
Authorized Official Email Address	
Phone Number *	956-318-2600
What best defines the Subgrantee / Point of Contact role? *	Police/Fire/EMS Staff
First Name *	[redacted]
Last Name *	
Title *	
Organization: *	Hidalgo County Sheriff's Office
POC Email Address *	[redacted]
Phone Number *	956-936-02[redacted]
NIMS Cert *	a) Is Compliant
EM Plans Cert *	a) Has Plan that Meets Requirements
A-133 Reporting Date *	c) December 31, [redacted]
A-133 Cert *	b) Did expend over $500,000
TRRN Cert *	a) Has entered all deployable equipment
In the subrecipient's preceding completed fiscal year, did the subrecipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and	No

Sample

subcontracts), loans, grants (and subgrants) and cooperative agreements? *	
Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986? *	Yes
DUNS-CCR-FF[illegible]A [illegible] *	Yes
Criminal Hist [illegible]t *	a) 90% or above

Sample

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 2014
DONNA POLICE DEPARTMENT

	ORIGINAL BUDGET		**1ST**	**2ND**
Overtime	46,112.04		23,056.02	23,056.02
Fringe Benefits	7,603.87		3,801.94	3,801.93
Vehicle Maintenance				
Equipment Maintenance				
Equipment				
One (1) 2014 Explorer with				
with police package	40,081.53		40,081.53	
Fuel Cost				
Mileage	6,202.56		3,101.28	3,101.28
Other				
Travel				
TOTALS	**100,000.00**		**70,040.77**	**29,959.23**
FRINGE BENEFITS BREAKDOWN:				
FICA - 7.65%	3,527.57		1,763.79	1,763.78
Retirement - 5.0%	2,305.60		1,152.80	1,152.80
Unemployment Comp. - 0%	-		-	-
Workers' Comp. - 3.84%	1,770.70		885.35	885.35
TOTAL FRINGE BENEFITS	**7,603.87**		**3,801.94**	**3,801.93**

EXHIBIT “F”

Agency Cost Reimbursement Request Form and SAA Bulletins

HIDALGO COUNTY
Operation Stonegarden FY 14
Agency Cost Reimbursement Request
TAB A - Signature Page

Applicant name:	
Project Title:	**2014 Operation Stonegarden**
Type of Reimbursement	
Date Submitted	
Reimbursement Period Start date:	
Reimbursement Period End date:	
Grant Year	**2014**

Point of Contact:

Name	
Title	
Organization	
Email	
Telephone	
Fax	

Certification Authority:

Name	
Title	
Organization	
Email	
Telephone	
Fax	

Certification AuthoritySignature

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.

YOUR CITY NAME HERE
2014 OPERATION STONEGARDEN
OPSG 2014 Reimbursement Form (Individual)

GRANT #: EMW-2014-SS-00029

EMPLOYEE'S NAME	TITLE	HOURLY RATE

EMPLOYEE'S I.D. NUMBER

DATE	DESCRIPTION OF ASSIGNMENT	HOURS WORKED

(A) TOTAL HOURS WORKED	
(B) OVERTIME RATE	
(A*B) TOTAL COMPENSATION	
FICA	
RETIREMENT	
WORKER'S COMP	
UNEMPLOYMENT	
TOTAL REIMBURSABLE COSTS	

This is true and correct and to the best of my knowledge

EMPLOYEE (Print Name)	EMPLOYEE SIGNATURE

SUPERVISOR	CHIEF ADMINISTRATOR

5/21/2015 11:14 AM

Cost Reimbursement
Request Instructions

1) The participating Police Department shall submit a Cost Reimbursement Request due on or before the 15th 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) Summit 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). 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 January 30, 2016.

TEXAS DEPARTMENT OF PUBLIC SAFETY

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www.dps.texas.gov

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SAA Information Bulletin
No. 12-003
June 29, 2012
(REVISED) August 2, 2013

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: Machelle Pharr
Deputy Assistant Director

Subject: Federal Debarment and the Excluded Parties List System

Effective Date: August 2, 2013

Purpose

In an effort to provide assurance to the Federal Government that the State of Texas and its sub-recipients comply with Federal Executive Order12549, 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 https://www.SAM.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 Subrecipents 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 (https://www.SAM.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, 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 ELPS system prior to procuring or entering into contract(s) for any goods/services.

Each jurisdiction is required to include the EPLS verification with reimbursement or advance requests submitted after August 26, 2013 as part of the supporting documentation.

Example Policy:

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

Procedures for Documentation

Each subrecipient must be able to provide evidence that the debarment status of vendors has been verified before funds have been committed for a purchase or contract to the vendor. For purposes of HSGP reimbursements and advances a screen print of the SAM.Gov page indicating the vendor is not debarred provides that evidence.

Example Procedures:

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

1. Go to the EPLS Website (https://www.SAM.Gov).
2. The County/City Purchaser or their agent will search the EPLS system for the vendor.
3. If the vendor is found to be debarred, the vendor may not be used for procurements utilizing Homeland Security Grant Funds.
4. If the vendor is found not be debarred, print the screen page and retain with the procurement documentation.
5. A copy of the screen print indicating the vendor is not debarred, at the time of the procurement, must be included with the supporting documentation submitted to the Texas Homeland Security State Administrative Agency requesting reimbursement or advance.

SAA Monitoring

During monitoring and reviews, subrecipients must be able to provide proof of a written policy requiring verification of debarment status. Records of vendors verified 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.

*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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SAA Information Bulletin
12-004
May 24, 2012
Revised
April 8, 2014

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

From: Machelle Pharr
Deputy Assistant Director

Subject: Tagging and Inventory Requirements for Homeland Security Funded Equipment

Purpose: This information bulletin replaces GDEM-SAA Information Bulletin (IB) No. 2, dated August 10, 2006. This IB takes effect as of the revised date listed above. 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 - personal property costing $5,000.00 or greater per-unit and having an estimated useful life of greater than one year.

Controlled Asset - 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	Authority
• Stereo Systems	(UGMS, SPA)
• Cameras including Still, Digital, and Video	(UGMS, SPA, THSSAA)
• Facsimile Machines	(UGMS)
• TVs, VCRs, DVRs, and DVD Players	(UGMS, SPA)
• Cellular and Portable Telephones	(UGMS, THSSAA)
• Desktop CPU – Apple and non Apple	(SPA, THSSAA)
• Portable CPU – Apple and non Apple-including Tablet Devices	(SPA, THSSAA)
• Printer – Portable and non portable	(SPA,THSSAA)
• Data Projectors	(THSSAA)
• GPS Devices	(THSSAA)
• Communications Equipment	(THSSAA)
• Hand Held and Vehicle Mounted Radios	(THSSAA)

- Hand Held Imaging Units (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). All sub-recipients must comply with the following Equipment Management guidance:

Equipment Inventory Requirements

Asset records must be maintained and a physical inventory and reconciliation of Homeland Security grant funded assets must be accomplished at a minimum of once every two years as required by grant guidance. THSSAA requires sub recipients to track and record all required grant-funded Capital Assets and Controlled Assets in an inventory system. All assets acquired by the jurisdiction including capital and controlled (regardless of age) are to remain on the jurisdiction's inventory until final disposition has occurred.

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: "Bear 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 maker 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)

Annual Inventory Control Requirement

All sub recipients that have Homeland Security assets that have not been disposed of and carried on their inventory system, are required to complete an annual inventory control certification form. The form provides for certification that the jurisdiction has completed a full physical inventory and reconciliation of Homeland Security assets within the past two years. The form must be submitted and received at the THSSAA by **June 30th** each year. You must initial all four components and complete the fifth component to be fully compliant.

Jurisdictions who fail to submit the form by the due date are deemed non-compliant and subject to suspension as outlined in 44 CFR § 13.43(a) (1)-(4) and will result in holding of reimbursements until the certification form is received.

The inventory certification form is located at:
http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm

Forms can be submitted either by fax to: 512-206-3137 or e-mail to: saamonitoring@dps.texas.gov.

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

ANNUAL INVENTORY CONTROL REQUIREMENT

Name of Jurisdiction:	Date:

INSTRUCTIONS: Please initial on the left to certify each of the following statements. All four sections must be certified to be fully compliant. Please return completed document by June 30 to THSSAA monitoring at:
Fax-512-206-3137 or email SAAmonitoring@dps.texas.gov

I. Controlled and Capital Assets Acknowledgement

Initial here to certify: _____	My jurisdiction has listed all required homeland security grant funded assets on our local inventory in accordance with THSSAA information Bulletin No. 12-004. http://www.txdps.state.tx.us/director_staff/saa/documents/saa12-004.pdf

II. Tagging of Grant Funded Assets

Initial here to certify: _____	My jurisdiction has tagged all Homeland Security grant funded assets in accordance with THSSAA Information Bulletin No. 12-004 including the name of the jurisdiction and a unique identifying number.

III. Equipment Inventory Requirements

Initial here to certify: _____	My jurisdiction maintains a physical inventory of Homeland Security grant funded assets and captures the following information for all equipment in accordance with THSSAA Information Bulletin 12-004. A. Description of the asset B. Serial number or other identification number C. Source of the asset D. Who holds the title E. Acquisition date F. Cost of the asset G. Percentage of federal participation in the cost of the asset H. Location I. Use J. Condition of the Asset K. Any ultimate disposition data including the date of disposal and sale price L. Control or Inventory Number (*Reference: A-133 Compliance supplemental, 44 CFR 13.32, UGMS*)

IV. PHYSICAL INVENTORY RECONCILIATION

Initial here to certify: _____	My jurisdiction has completed a full physical inventory and reconciliation of assets within the last 24 months in accordance with regulations. Our last physical inventory was conducted: _____

V. AUTHORIZED SIGNATURE(S)

Print Name of Jurisdiction/Organization	
Printed Name of Chief Elected Official, Chief Executive Officer, Or Chief Financial Officer	
Title (Judge, Mayor, ED, City Manager, CFO)	
Signature	
Date	

This form is located at: http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm

TEXAS DEPARTMENT OF PUBLIC SAFETY

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SAA Information Bulletin
No. 11-005
June 2, 2011
REVISED August 2, 2013

To: All Councils of Government
All Texas State Homeland Security Grant Program Points of Contact
All Urban Area Security Initiative (UASI) Points of Contact

From: Machelle Pharr
Deputy Assistant Director

Subject: Supporting Documentation for Grant Expenditure Reimbursement Request

Effective Date: August 2, 2013

This information bulletin provides guidance as to what is considered acceptable documentation in support of expenditures for which reimbursement is requested. This revision supersedes revised SAA Information Bulletin 11-005 issued July 31, 2012. This Information Bulletin encompasses necessary supporting documentation to be submitted by sub-recipients of Homeland Security grant funds seeking reimbursement from the Texas Homeland Security State Administrative Agency (THSSAA) for grant-related expenditures.

All expenditure requests must have THSSAA approval prior to purchase. Requests for reimbursement should be submitted to the THSSAA at the earliest possible opportunity. This will allow for the THSSAA to draw down funds in a timely manner. All minimum supporting documentation requirements must be met when submitting expenses to the THSSAA for reimbursement. Omitting the proper supporting documentation will result in delay and possible denial of the reimbursement request. See the attached matrix for a list of documentation requirements.

Three Way Match: Generally Accepted Accounting Principles require that expenditures be properly supported. When assembling documents for payment of goods and services, the three way match rule should be followed. The three-way match requires an invoice, a purchase order and either a packing slip or a receiving report.

Three Way Match refers to the comparison of the quantities, price per unit, terms, etc. appearing on the vendor's invoice to the information on the purchase order, and to the quantities actually received.

> Chapter II, ATTACHMENT A, Section C paragraph 1.j.of the Uniform Grant Management Standards (UGMS) states: "Be adequately documented. Documentation required may include, but is not limited to, travel records, time sheets, invoices, contracts, mileage records, billing records, telephone bills and other documentation that verifies the expenditure amount and appropriateness to the grant."

To eliminate errors, the purchase order and packing slip (if provided by shipper) should be stamped as received, with the initials of the individual verifying the quantities received. If a receiving report is used, it should reference the Purchase Order number. The invoice should be matched to the packing slip and purchase order to ensure the quantities ordered were received and invoiced at the agreed upon price. The invoice should be notated to indicate it was paid, the date paid, and with a reference to a check number, Automated Clearing House (ACH) routing number, or other means of payment used.

Purchase Orders: The THSSAA recognizes there may be limitations in the procurement processes followed by some entities. If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official or individual who signed the grant award documents stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity.

Once this certification is received at the THSSAA, the entity must have a person sign and date invoices and indicate the item(s) were received. This is in place of matching the item(s) from the packing slip to a purchase order and invoice. When the reimbursement request is submitted to the THSSAA, a comment should be made in the Notes section of SPARs that this entity does not issue purchase orders and certification is on file with the THSSAA.

If the entity later begins issuing purchase orders or purchase agreements, they should notify the THSSAA and provide a copy of the local policies and procedures.

When contracts are being used in lieu of a Purchase Order, ensure the procurement process is accomplished in accordance with the Uniform Grant Management Standards Part III Subpart C.___.36; 44 CFR Ch 1 § 13.33 and § 13.36; and, any jurisdictional procurement policies.

Sub-grantees are also referred to THSSAA Information Bulletin No. 11 dated March 3, 2009 regarding Sole Source procurement requirements.

The three way match will work for purchases of most goods and services. However, contracts that include deliverables should be supported by certification the deliverable received complied with the contract specifications.

To ensure compliance with the Executive Order 12549 "Debarment and Suspension", any request for reimbursement or hardship advance must be supported by proof the vendor or contractor is not listed on the Excluded Parties List System (EPLS) prior to making the purchase or entering into a contract. To confirm the vendor is not on the list, the sub-recipient must print a copy of the search

results from the EPLS (https://www.SAM.gov/) and retain the results. The verification must be provided to the THSSAA as part of the supporting documentation when requesting reimbursement or an advance effective with any request submitted after August 23, 2013. This requirement is applicable to all procurements or contracts for goods or services related to Homeland Security Grants. See also SAA Information Bulletin 12-003.

Grant Matching Requirements. For grants that require proof of match, supporting documentation should contain sufficient detail to ensure Grant Coordinators can be assured the expenditure meets the match requirements. Grant guidance should be followed in determining allowability. If any questions arise, they should be directed to your Grant Coordinator.

Travel: Travel should be in accordance with the local travel policies of the employee's jurisdiction. If the jurisdiction does not have a written policy, then the Federal guidelines presented on the GSA website must be followed.[1]

In addition to the above, Travel expenditures require other special considerations and documentation.
Travel expenses must be supported by sufficient information to determine:

1. the travel was approved before commencement;
2. expenses incurred are allowable;
3. expenses above the generally allowed amounts were approved prior to commencing travel; and,
4. how the travel supports the grant.

For out-of-state travel, specific written approval is required from the Chief Elected Official/Chief Executive Officer or their properly designated representative. The information required of in-state travel is also required for out-of-state travel.

International travel requires specific written approval from the THSSAA and the Department of Homeland Security Program Directorate. Travel requests for international travel should be submitted in letter format with sufficient justification to ensure the necessity is clearly understood.

In all cases, any request for travel must be approved prior to commencement of the travel. Failure to obtain this approval may result in denial of the reimbursement.

Payroll Reimbursement: Reimbursement of payroll cost for backfill or overtime must be supported by timesheets and proof of payment to the employee. Copies of the payroll journal certified by the Payroll Officer or Chief Financial Officer may be submitted as proof of payment for payroll cost.

The attached table provides minimum supporting documentation requirements acceptable for submission to THSSAA for reimbursement.

In addition, jurisdictions receiving Operation Stonegarden funds are referred to SAA Information Bulletin 12-005 for additional information and guidance.

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[1] Go to the following link for general rules for Per Diem expenses:
http://www.gsa.gov/portal/ext/public/site/FTR/file/Chapter301p011.html/category/21868/#wp1089939

If you have any questions regarding this guidance, please contact the THSSAA Grant Technician for your region.

Category	Acceptable Supporting Documentation and Other Key Documentation Reminders
General	• Submissions for reimbursement should be limited to ten (10) line items or less per reimbursement request submission. • Do not mix projects on a submission. • Do not combine and resubmit denied submissions. • Do not submit multiple reimbursement requests for the same invoice, unless they are for -different projects. • Omitting the proper supporting documentation will result in denial of the reimbursement request. • **If the Sub-grantee enters into an agreement with others using Federal Grant Funds, the Sub-grantee must ensure the other parties understand they are bound by the same documentation rules as the Sub-grantee.** • For all goods and services a receiving report or signature of the individual receiving the goods or services and date received must be reflected on the Purchase Order or invoice. For Procurement Card purchases Purchase Orders are not required to be submitted if Purchase Orders are not required by local rule for that type of purchase. • If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official or individual who signed the grant award documents stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity. Not using purchase orders or purchase agreements does not relieve the entity from ensuring vendors used are not on the Excluded Parties List (EPLS). • **Evidence of verification the vendor used was not on the debarred list must be obtained by printing the Excluded Parties List (EPLS) search results from https://www.SAM.gov prior to making the purchase or issuing a contract. The results must be submitted as part of the supporting documentation when requesting reimbursement or an advance for goods or services. This requirement applies to all reimbursement or advance request submitted to the Texas Homeland Security State Administrative Agency (THSSAA).** • Please submit your signed submission cover sheet and the supporting documentation by either scanning all documents into SPARS or by emailing the coversheet and supporting documentation to SAA_RR@txdps.state.tx.us or fax to 512. 206-3137. (Please note there is an underscore between SAA and RR.) If you only submit the Signed Submission Coversheet by email or fax, indicate on the coversheet that the supporting documentation was uploaded in SPARS • If you do not have scanning capabilities, you may fax your Signed Submission Cover sheet with the supporting documentation to (512) 206-3137 to the attention of your Grant Technician. • * Options other than the cancelled check: You may submit a copy of the non-negotiable bank instrument in lieu of a cancelled check, but it must be accompanied by the detailed general ledger or equivalent report showing payment to the vendor.
Salary	• Copy of the payroll journal for the period reimbursement is being requested, listing the individual's name, and rate of pay. The page should also be certified by the Payroll Officer. (Redact SSN) • For overtime, copies of timesheets and work schedules must be provided. • For new hires, a copy of the job description must be submitted with the first request for reimbursement that includes the new hire.
Travel	• As prescribed by UGMS and 44, CFR local travel rules apply if established. If not, the Federal guidelines shown on the GSA website apply. • Written travel authorization documenting approval by the local entity prior to commencement of the travel • Travel voucher with all supporting documents required by local travel rules (i.e., airline ticket, gasoline receipts, meal receipts, transportation receipts, lodging receipts, tips, and the written approval.) • Accounting ledger/budget report listing indicating payment. • Effective for travel commenced after July 20, 2012, lodging cost in excess of Federal Per-diem rates will not be reimbursed unless the local authority has approved the higher rate prior to commencement of travel. • All out-of-state travel must be pre-approved by the local elected official, or the elected officials' designee, prior to commencement. Foreign travel must be approved by SAA and DHS prior to commencement.
Supplies	• Three way match (invoice, purchase order, receiving report).The invoice should be stamped paid and reference to, either a check number, ach routing number, or the means of payment used, and date. • Copy of the cancelled check.* • If the three way match information is not available the following should be provided: - Accounting ledger/budget report/cancelled check - Invoice marked paid and signed by the receiving individual and that all items were received. - A copy of the credit card statement reflecting the purchase and the cancelled check paying the balance. * • If an order is made via the internet and payment is made by credit card, provide a copy of the internet receipt and the confirmation email.
Equipment	Must be preapproved by SAA prior to purchase.

	• The purchase order or contract used for procurement of equipment must provide a full description of the equipment item(s) • Any Interoperable equipment such as radio/repeaters/based stations/consolettes/towers must include the approval of the State Wide Interoperable Communications Officer (SWIC) • Ensure compliance with the Federal Environmental Planning and Historical Preservation (EHP) program before procurement. • The EPH forms can be downloaded from the FEMA website at: http://www.fema.gov.government/grant/bulletins/index/shtm
Contract Services	• The first reimbursement request must contain a copy of the signed contract and the verification of debarment. ♦ If subsequent contract amendments change the scope and/or the amount, the revised signed contract must be submitted for the first reimbursement request subsequent to the amended contract. • Copy of the cancelled check and the vendor invoice reflecting the contract number.* • If deliverables are required by the contract, the reimbursement request must identify the deliverable and the vendor invoice must specifically reflect the deliverable being invoiced. • Accounting ledger/budget report listing/cancelled check • All payments for contractual services must reflect a date within the grant performance period. If the invoice reflects services outside the performance period, reimbursement will be denied.
Conferences/ Workshops/ Training	• Copy of the registration form and training certificate Name of the conference or workkshop • Inclusive dates of the training/conference workshop • Location of the event • Name(s) of the attendee(s) • For payments made by credit card, a credit card statement reflecting the charge and a copy of the cancelled check or EFT reflecting the payment of the credit card statement.* • Backfill charges must have: -the name of the individual used as a backfill -a breakdown of the amount and how it was derived -documentation supporting this information • If training reservation is made via the internet and payment is made by credit card, provide a copy of the internet receipt and the confirmation email. The purchase order should also be provided.
Exercises	• Name, type of exercise and location • Certificate from exercise, if offered. If a certificate is not offered, a copy of the order to participate in the exercise • Accounting ledger/budget report with attendee's name

Operating Expenses	• Postage, printing, communications, rental software, etc. Use the Cost Reimbursement Form (CRF) and supporting documentation identifying each charge for which reimbursement is being requested. For salaries, copies of the timesheets and proof of payment must be submitted. All other costs must be supported with the same documentation identified in the supplies and equipment areas above. Direct charges for phones, office supplies, equipment, etc., that are easily identified and relating to the operation of the COG must be supported by invoices, proof of receipt, and proof of payment. Indirect cost, where the costs are allocated based on approved indirect cost plan should be supported by a copy of the General Ledger.
	• If requesting reimbursement for indirect cost, provide a copy of the approved Indirect Cost Plan. Only one copy of the plan is needed unless the basis of the costs changes. Afterwards, provide a copy of each year's approval letter with the rates.
For jurisdictions receiving Operation Stonegarden Funds, please refer also to THSSAA Information Bulletin 12-005	

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SAA Information Bulletin
No. 12-007
July 31, 2012

To: All Sub-recipients of Operation Stonegarden Grant Program Funds
From: Machelle Pharr, Deputy Assistant Director

Subject: Operation Stonegarden Grant Program

This information bulletin provides additional guidance in support of expenditures for which reimbursement is being requested under the Operation Stonegarden Grant Program. The content of this bulletin is effective July 31, 2012. This Information Bulletin supersedes TDEM-SAA Information Bulletin #15 issued January 11, 2010.

The Texas Homeland Security State Administrative Agency (THSSAA) is responsible for ensuring all expenditures, for which reimbursement is being requested, are reasonable, allowable and allocable. The THSSAA is guided by Office of Management and Budget (OMB) Circular A-87 in making this determination.

Chapter II, ATTACHMENT A, Section C paragraph 1.j of the Texas Uniform Grant Management Standards (UGMS) requires expenditures to be adequately documented. The reference states: "Documentation required may include, but is not limited to, travel records, time sheets, invoices, contracts, mileage records, billing records, telephone bills and other documentation that verifies the expenditure amount and appropriateness to the grant."

Operation Stonegarden Grant recipients are prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved by the appropriate U.S. Customs and Border Patrol (USCBP) Sector Representative, U.S. Customs and Border Patrol (CBP) Sector Headquarters (HQ), and the Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Grant Development and Administration Division (GD&A) Program Analyst.

In addition, Operation Stonegarden Grant Recipients must have submitted the expenditure request into SPARs and obtained THSSAA approval prior to purchase or incurring an expense.

Sub-grantees are reminded that Operation Orders do not carry forward to a new grant. Each Operations Order is specific to the award and award year of the grant.

The U. S. Department of Homeland Security states that Operation Stonegarden funds may be used:

- to activate reserve State, local and Tribal law enforcement personnel
- to pay current part time law enforcement personnel salary bringing them to full time status
- for travel, per-diem and lodging to support up to a six (6) month deployment of law enforcement personnel to critical Southwest Border locations to support operational activities
- for fuel and/or fuel mileage reimbursement cap for operational activities
- for backfill costs for personnel supporting operational activities are allowable
- to support a request to the Governor to activate, deploy or redeploy specialized National GuardUnits/Packages and/or elements of State law enforcement to increase or augment Specialized/technical law enforcement elements operational activities
- to increase operational, material and technological readiness of State, local and Tribal law enforcement agencies.

However, prior to expending any OPSG funds, these categories must be included on an operations order that has been reviewed and approved by the appropriate USCBP Sector Representative, CBP Sector Headquarters (HQ), and the FEMA/GPD&A Program Analyst.

Sub-recipients are reminded that under FEMA grant guidance, no more than 50% of the amount of the award may be used for personnel costs (which includes, but is not limited to: overtime, backfill, and increasing capability by utilizing part-time and/or reserve law enforcement to support OPSG operational activities). This requirement may be waived at the discretion of the FEMA Administrator on a case by case basis, after receipt of a written request. The format for a waiver request can be found in Grant Programs Directorate Information Bulletin No. 321, dated July 09, 2009.

Payroll cost related to Operation Stonegarden funding is limited to operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for increased border security enhancement; cost of bringing part-time employees up to full time; or, cost associated with backfill for personnel supporting operational activities. Overtime hours are determined based on the local jurisdictions written overtime policy. That policy must be applied consistently across all funding sources whether they are Federal, State or local. If the jurisdiction indicates they are using the Fair Labor Standards Act (FLSA) or Department of Labor rules for their overtime policy, those rules will be applied to the overtime hours reported in the reimbursement request. For overtime calculated under the FLSA, paid leave is not allowable in the calculation of overtime, including comp time. For sub-recipients that have an Interlocal Cooperative Agreement, a Memorandum of Understanding or any other form of contract with other jurisdictions, the overtime policies of the sub-recipient receiving the award from the THSSAA is the controlling factor in determining calculation of overtime. The jurisdictions entering into the interposal agreement will be reimbursed based on the awarded sub-recipients overtime policy.

Request for reimbursement of payroll cost must be supported by timesheets, and proof of payment to the employee. **Request for reimbursement of overtime, backfill or cost of bringing part-time employees up to full time, shall only be for positions specifically identified in the operations order.** Copies of the payroll journal certified by the Payroll Officer or Chief Financial Officer must be included for each payroll reimbursement request submitted. Payroll reimbursements should be submitted monthly based on the ending date of the payroll period. For consistency, we have provided a form for use in submitting payroll reimbursement requests. Use of this form and

submission of the proper supporting documentation will facilitate timely reimbursement. Submission of multiple months on the same request will result in the denial of the request. The request will be returned and a separate reimbursement request must be submitted for each month included on the original request.

Unless otherwise authorized by FEMA/DHS, jurisdictions may not claim both mileage and fuel/vehicle maintenance at the same time. Mileage reimbursement is designed to include the costs for vehicle maintenance. If fuel is claimed, then vehicle maintenance may also be claimed. However, you cannot claim fuel and maintenance in addition to mileage. Note that on any operations order, (1) mileage must be listed as a budget item by itself, but not fuel and vehicle maintenance OR (2) fuel and vehicle maintenance can be listed as budget items, but not mileage. The AEL codes for these categories, when submitting expenditure requests are as follows:

(21OS-01-MILE) Mileage reimbursement for select operational expenses
(21OS-01-FLSG) Fuel reimbursement for select operational expenses
(21OS-01-MRSG) Reimbursement for select operational expenses associated with maintenance of Stonegarden operational vehicles

Mileage reimbursements should be submitted monthly on the appropriate form. For consistency, we have attached a form to be used for mileage claims.

Local governments receiving a grant from the THSSAA are responsible for ensuring all subcontractors are aware of and follow all grant requirements.

For reimbursement of equipment, the equipment must be included in the budget narrative submitted to Customs and Border Patrol and Department of Homeland Security included on the approved Operations Order.

The THSSAA recognizes there may be limitations in the procurement processes used by some entities. If an entity does not issue purchase orders or purchase agreements, that entity should provide the THSSAA with a written certification from the elected official, or individual who signed the grant award documents, stating the entity does not have a written procurement policy and due to its size and staff limitations such a function would place a burden on the entity.

Documentation submitted in support of the reimbursement request must be in accordance with THSSAA Information Bulletin 11-005 (Revised July 2012).

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SAA Information Bulletin
No. 15-001
November 5, 2014

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

From: Garry Jones
Deputy Assistant Director

Subject: Allowability and Clarification of Weapons and Weapons Accessories

Effective Date: November 5, 2014

Purpose: This information bulletin provides clarification as to what is considered allowable and unallowable in regards to weapons and weapons accessories for sub-recipients of Homeland Security Grant Program (HSGP) funds seeking reimbursement from the Texas Homeland Security State Administrative Agency (THSSAA).

Scope: This information bulletin applies to all entities submitting expenditures that are partially or entirely funded with Homeland Security Grant Program funds.

Guidance: "Per FEMA policy, the purchase of weapons and weapons accessories is not allowed with HSGP funds" *(e.g. see the 2014 Homeland Security Grant Program Funding Opportunity Announcement – Unallowable Costs (page 57)*. However, accessories that are commonly associated with them may be allowable. The following general guidelines are used to determine allowability:

1. Is the item designed to be a lethal or less lethal weapon?
2. Is the item designed to be attached to a lethal or less lethal weapon?
3. Is the item's primary use to enhance the lethality of a weapon?
4. How will the item be used?

Determination Examples:

1. The City of X would like to purchase night vision and subject designator devices for their SWAT Team. They request the following equipment:

    A. Weapon Mounted Night Vision Device
    B. Omega Night Vision Binoculars
    C. Weapon Mounted LED Mini Integrated Pointing Illumination Module

    Items A and C would be unallowable because they are designed to attach to a weapon and enhance the lethality. However, item B would be allowable because it does not attach to a weapon nor enhance the lethality of the weapon.

2. The City of Z would like to outfit their SWAT Team with new body armor and accessories. The pouches are planned to be purchased separately in order to customize the vests for their specific needs. They request the following:

    A. Armored Vest and Plate Carrier
    B. Level IV Hard Armor Plate
    C. Large Utility Pouch
    D. Medical Pouch MOLLE
    E. Radio Pouch
    F. Double Mag Pouch
    G. 2 Point Padded Sling

    Items F and G are unallowable. Item F because it holds the ammunition and therefore enhances the lethality of the weapon and item G is unallowable because it is designed to attach to a weapon and item. The other items are allowable.

Additional Allowability Examples and Restrictions:

1. If you are planning on using a device that can attach to a weapon in a detached mode only, it is still unallowable. An example would be if you are purchasing a spotting scope that attaches to a rifle but you are attaching it to a gun stock that has no trigger mechanism, it is still unallowable.
2. If you purchase a device (e.g. night vision) that can be attached to any rifle accessory (e.g. rifle scope) it would also be unallowable.
3. Some weapons related trainings are not allowable:
    a. Weapon specific training (e.g. sharp shooter/sniper training)
    b. Training where live rounds are being used will be reviewed on a case by case basis by the SAA for allowability. *(also see #7 below)*
    c. Training that is not FEMA approved.
    d. Basic law enforcement training (e.g. law enforcement academy training or other routine training for law enforcement officers)
4. Most weapons and weapon accessories are restricted and may only be purchased for a NIMS typed team. Refer to the Responders Knowledge Base (RKB) under the Allowable Equipment List (AEL) Codes for more information.
5. Some equipment may require additional prior approval by FEMA on a case by case basis (e.g. simunitions, specialized training devices, training, etc.).
6. **All expenditure requests must have THSSAA approval *prior to purchase*.**
7. ***No ammunition* will be purchased with HSGP funding for any reason.**

General Allowability Chart:
This chart is just a reference and not all inclusive. If there is an item not listed and/or you have questions about an Item, please call your Grant Coordinator for assistance.

Item Name	Allowable	Unallowable	Reason(s) 1. Weapons mountable 2. Enhances the lethality 3. Weapon/Less lethal Weapon
Armor Plate	X		
Armored Vest	X		
Batons		X	3
Binoculars	X		
Bi-pods and Tri-pods (Non Weapon Mounted)	X		
Bi-pods and Tri-pods (Weapon/Rail Mounted)		X	1
Energetic Materials (explosive materials)	The SAA will review on a case by case basic and will follow FEMA's Policy #FP 104-008-207-1 on Energetic Materials for bomb squad training only. (Policy Link)		

Item Name	Allowable	Unallowable	Reason(s) 1. Weapons mountable 2. Enhances the lethality 3. Weapon/Less lethal Weapon
Flashbangs/Grenades		X	3
Gun Racks		X	1,2
Guns		X	3
Holsters (Gun or Taser)		X	1,2
Laser Pointing Device (Non Weapon Mounted)	X		
Laser Pointing Device (Weapon/Rail Mounted)		X	1,2
Laser Range Finders (Non Weapon Mounted)	X		
Laser Range Finders (Weapon/Rail Mounted)		X	1,2
Long Range Acoustic Device (LRAD)	LRAD's will be reviewed on a case by case basis by the SAA. ***NOTE:*** *The SAA may require the sub-grantee to submit a certification indicating the device will not be used as a less lethal weapon.*		
Night Vision Binoculars	X		
Night Vision Device (Non Weapon Mounted)	X		
Night Vision Device (Weapon/Rail Mounted)		X	1,2
Night Vision Scopes (Non Weapon Mounted)	X		
Night Vision Scopes (Weapon/Rail Mounted)		X	1,2
Pintle Mounts		X	1,2
Plate Carrier	X		
Pointing Illumination Module - Flashlight (Non Weapon Mounted)	X		
Pointing Illumination Module - Flashlight (Weapon/Rail Mounted)		X	1,2
Pointing Laser Module (Non Weapon Mounted)	X		
Pointing Laser Module (Weapon/Rail Mounted)		X	1,2
Pouch - Radio	X		
Pouches - Flashlight	X		
Pouches - Mag		X	2
Pouches - Medical	X		
Pouches - Utility	X		
Slings (Non Weapon Mounted)	X		
Slings (Weapon Mounted)		X	1,2
Spotting Scopes (Non Weapon Mountable)	X		
Spotting Scopes (Weapon/Rail Mounted)		X	1,2
Tasers		X	3
Thermal Scopes (Non Weapon Mountable)	X		
Thermal Scopes (Weapon/Rail Mountable)		X	1,2
Thermal Vision Device (Non Weapon Mounted)	X		
Thermal Vision Device (Weapon/Rail Mounted)		X	1,2
Training - FBI Bomb squad (FEMA approved)	X		
Training - SWAT Sniper		X	2
Other Less lethal Weapons		X	1,2

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THSSAA Information Bulletin
No. 15-002,
April 2, 2015

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: Garry Jones
Deputy Assistant Director
Texas Homeland Security State Administrative Agency (THSSAA)

Subject: Use, Disposition, Pass-through and Loan of HSGP Funded Equipment

Attachment: (1) SF-428, SF-428c, and SF-428s Forms
(2) Equipment Pass-Through Form
(3) Equipment Loan Form

Purpose:

This Information Bulletin clarifies the use of and process to dispose of, pass-through or loan grant purchased equipment and replaces THSSAA Information Bulletin #3 issued August 31, 2006 and THSSAA Information Bulletin #11-001 issued March 2, 2011. This will apply to all Homeland Security grant-funded equipment that is either noted as a capital asset or a controlled asset per THSSAA Information Bulletin# 12-004.

In some cases sub-recipients are required to request disposition instructions for equipment acquired with grant funds (acquired equipment) when original or replacement equipment is no longer needed for the original program or for other activities currently or previously supported by a Federal agency. Sub-recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the Federal government.

Sub-recipients may pass-through equipment procured with grant funds to a project participant to carry out grant-funded activities.

Sub-recipients may temporarily loan equipment procured with grant funds to a governmental or non-governmental entity to carry out or support grant-related activities.

Definitions:

Acquired Equipment – Equipment purchased with grant funds.

Fair Market Value – An estimate of the market value of a property, based on what a knowledgeable, willing, and unpressured buyer would probably pay to a knowledgeable, willing, and unpressured seller in the market. An estimate of fair market value may be founded either on precedent or extrapolation.

Passed-through Equipment – Equipment procured by a sub-recipient on behalf of a project participant or equipment purchased by a project participant and reimbursed by a sub-recipient to carry out a grant-funded project.

Project Participant – an entity participating in a grant-funded program that purchases or is reimbursed for equipment or other services as a direct result of their relationship with a sub-recipient in an effort to carry out grant-funded activities.

Receiving Entity – The recipient of passed-through or loaned assets.

Sub-recipient – an entity that receives a sub-award from the Texas Homeland Security State Administrative Agency to carry out all or part of a grant-funded program.

Written Appraisal – A report or document stating, based on an educated and professional opinion, the Fair Market Value of an asset.

Equipment Use

Per 44CFR § 13.32 (c), grant-funded equipment shall be used by the sub-recipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal funds.

When no longer needed for the original program, the equipment may be used in other activities currently or previously supported under a federal grant or sub-grant.

Passed-through Equipment

Acquired equipment may be passed-through from a sub-recipient to a project participant to carry out grant-funded activities under the following conditions:

- A memorandum of understanding (MOU) exists between the sub-recipient and the project participant (see section below for MOU requirements).
- The project participant must meet the same THSSAA eligibility criteria as the sub-recipient (see http://www.txdps.state.tx.us/director_staff/saa/documents/genHSGPEligInstr.pdf for general eligibility requirements). It is the responsibility of the sub-recipient to verify the eligibility of the project participant. The sub-recipient may be required to refund the cost of any equipment purchased with grant funds if it is determined that the project participant did not meet all eligibility requirements.
- The sub-recipient is responsible for notating on their inventory log, at a minimum, the following information for each passed-through equipment item:
    - A description of the asset

- A serial number or other identification number (Should match serial number or ID number recorded on project participant's inventory log.)
- The location of the equipment
  - The location may be referenced as the project participant's jurisdiction
  - A notation and the date that the equipment item was passed-through to a project participant

  Example Location Entry: Pass Through to Sample County on 1/15/15

- The sub-recipient must maintain, at a minimum, the above referenced information on their inventory list until notification is received from the project participant that the equipment has been properly disposed of.
- The project participant becomes responsible for any aspects of the asset including inventory control, disposition, and complying with all grant requirements as noted in the MOU.

The corresponding THSSAA Passed-through Equipment Form must be completed under all conditions for all controlled or capital assets as defined by THSSAA IB 12-004. A copy of the THSSAA form must be retained by both parties.

Loaned Equipment

Acquired equipment may be temporarily loaned to a governmental or non-governmental entity to carry out or support grant-related activities under the following conditions:

- A memorandum of understanding (MOU) exists between the sub-recipient and the receiving entity (see section below for MOU requirements).
- The receiving entity of loaned equipment must meet the same THSSAA eligibility criteria as the sub-recipient see http://www.txdps.state.tx.us/director_staff/saa/documents/genHSGPEligInstr.pdf for general eligibility requirements). It is the responsibility of the sub-recipient to verify the eligibility of the receiving entity.
- Equipment is loaned for a temporary time period for the purpose of a recent or immediate upcoming event. There is no intention by the sub-recipient to have the receiving entity keep the equipment.
- The sub-recipient retains responsibility for all aspects of the asset, including inventory control, disposition and complying with all grant requirements.

Some governmental entities in the State of Texas find it necessary in the furtherance of their Emergency Operations Plan to loan equipment to non-governmental responding entities. Some examples would be: school districts, not for profit organizations, volunteer fire departments, etc. In consultation with the Department of Homeland Security, following are additional eligibility requirements for loans to non-governmental entities:

- The non-governmental entity must be an emergency response or public safety agency.
- The sub-recipient in receipt of Homeland Security grant funded equipment must determine the non-governmental entity is included in the Emergency Operations Plan of a governmental jurisdiction. This plan must meet and be maintained at no less than the intermediate preparedness level required for HSGP grant eligibility and be on file with the Texas Division of Emergency Management (TDEM).

- The non-governmental entity must comply with HSPD-5, Management of Domestic Incidents, the adoption of the National Incident Management System (NIMS), a requirement to receive Federal preparedness assistance through grants, contracts, and other activities.
- It is allowable for a NIMS compliant organization to purchase equipment which is then used by others via a Memorandum of Understanding. Such an arrangement would be appropriate when a governmental entity wants to ensure that its organizations, included in their Emergency Operations Plan, with fewer resources can still effectively respond. The receiving entity(ies) should have a plan indicating whether and/or how they address the NIMS recommendations for Non-governmental entities.

The corresponding THSSAA Equipment Loan Form must be completed under all conditions for all controlled or capital assets as defined by THSSAA IB 12-004. A copy of the THSSAA form must be retained by both parties.

Emergency Loan Conditions:

In the event of a time sensitive situation where time spent verifying eligibility may endanger life or property, equipment may be loaned for mutual aid immediately but for a period of **not more than 60 days** without the need to verify eligibility. The sub-recipient will complete the (Equipment Loan Form) and retain it in their files.

Example: A storm hits a small community and has knocked out power. Generators are needed to help power a local hospital. Time is of the essence and a jurisdiction would not need to verify eligibility before moving the equipment. The generator will only be needed for a few weeks until power is restored.

Memorandum of Understanding (MOU) for Passed-Through or Loaned Equipment:

A sub-recipient who passes-through or loans procured equipment to another eligible jurisdiction or non-governmental entity must develop and complete an MOU for all controlled and capital assets as defined in SAA IB# 12-004.

The MOU must include:

1. The basis of the agreement.
2. Signature and date of both parties.
3. Details of the equipment to include: Description, Control number, SER/VIN number, Model number, Acquisition date and Unit cost.
4. Responsible party for the care, custody, control, maintenance, disposition and use of the equipment including but not limited to:
    a. Inventory control of any equipment loaned to a non-governmental entity in accordance with THSSAA Policy and the Uniform Grant Management Standards.
    b. Maintaining any issued equipment in good working order.
    c. Ensuring the equipment is used only as allowable under the grant and in the furtherance of the Emergency Operations Plan.
    d. Ensuring the sub-recipient is notified when passed-through equipment is disposed of by a project participant.

The MOU must be retained by both the receiving entity and the sub-recipient.

Equipment Disposition – Approval Required

Approval to dispose of equipment with a current per unit fair market value (FMV) of $5,000 or more is required in the following circumstances:

- The original sub-grant from which the equipment was purchased is still open (active).
- Original or replacement equipment acquired under a sub-grant is lost, destroyed, or stolen and insurance proceeds to purchase or offset the cost of a replacement are available.
- Original or replacement equipment acquired under a closed grant or sub-grant is no longer needed for the original program or for other activities currently or previously supported by either the Federal awarding agency under which the equipment was originally procured or any another Federal agency.
- When original or replacement equipment is sold the awarding agency shall have a right to an amount calculated by multiplying the current FMV or proceeds from sale by the awarding agency's share of the equipment:

  (FMV) X THSSAA's percentage (%) share of the original equipment acquisition cost.

  Example 1: Equipment Purchased Using 100% Grant Funds
  Current fair market value (appraisal) = $6,300.
  Formula: $6,300 X 100% = $6,300
  THSSAA would be entitled to the full $6,300.

  Example 2: Equipment Partially Purchased with Grant Funds
  Current fair market value (appraisal) = $6,300
  Percent that grant funds contributed to original purchase: 75%
  Formula: $6,300 X 75% = $4,725
  THSSAA would be entitled to $4,725

Equipment Disposition - No Approval Required

A disposition request is NOT required if the grant-funded equipment meets any of the following conditions:

- The current per unit fair market value of the equipment is less than $5,000.
- It is being used by the program for which it was originally acquired, regardless of whether or not the program is still receiving federal grant funds.
- The original sub-grant under which the equipment was purchased is closed and it is being used by another program within the jurisdiction/agency, region, or state that has received federal grant funds.

When no longer needed for the original program, the equipment may be used in other activities currently or previously supported under a federal grant or sub-grant. Note: Disposing of equipment by transferring to other federally funded programs implies the equipment is no longer necessary within the original grant program. As a result, THSSAA may not consider funding requests for similar equipment purchases from a sub-recipient who has transferred equipment in this manner for a period of time similar to the typical useful life of the transferred equipment.

- First preference for other use shall be given to programs currently or previously supported by grants from the federal awarding agency that sponsored the grant under which the equipment was procured.

For example, if the equipment was procured under the federal Homeland Security Grant Program from the Department of Homeland Security, Federal Emergency Management Agency (FEMA), then first preference must be given to other programs funded by FEMA in the order referenced below:

- Sub-recipients should first **review needs within their jurisdiction/agency** to determine if any programs supported by FEMA could use the equipment.
- If no programs within the jurisdiction/agency need the equipment then sub-recipients should **consult with the COG/UASI to review needs** within the region.
- If no programs within the COG/UASI region need the equipment then sub-recipients should **consult with THSSAA** to determine if the equipment could be used within any TXDPS programs funded by FEMA or within a program located within another region of the state.

- Next preference for other use shall be given to programs currently or previously supported by any other federal awarding agency. This includes any program that has received federal funds through a grant or sub-grant from any federal agency. Consideration must be given to other programs that are receiving or have received federal funds in the same order referenced above.

The sub-recipient must document the disposition date on their equipment inventory log and maintain documentation supporting decisions allowing for equipment use based on the preferences listed above.

Equipment Disposition Request Procedure:

A Tangible Personal Property Report (SF-428), Disposition Request (SF- 428c), and Supplemental Sheet (SF-428s) are required to request disposition instructions or report disposition for equipment with a current per unit FMV of $5,000 or more. A written appraisal of FMV must be included with the forms.

- The sub-recipient or receiving entity of passed-through equipment must submit the forms and written appraisal to the THSSAA Monitoring Section at SAAMonitoring@dps.texas.gov.
- If applicable as noted in the grid below, THSSAA will forward the documents to FEMA for approval, denial or special instructions.
- If THSSAA or FEMA does not provide disposition instructions within 120 days, the sub-recipient or receiving entity of passed-through equipment may continue to use the equipment or dispose in accordance with the applicable property standards.
- THSSAA will notify the sub-recipient or receiving entity of passed-through equipment of THSSAA's or FEMA's decision.

Disposition Approval Matrix for Equipment Valued Over $5,000

Equipment Disposition Type	Active Grant	Closed Grant
Retain for Original Purpose	No Approval Required	No Approval Required
Use in Other Federally Funded Activity/Program	THSSAA Approval Only	No Approval Required
Use Insurance Proceeds to Replace Lost, Destroyed, or Stolen Equipment	THSSAA Approval Only	THSSAA Approval Only
Trade in or Sell to Offset Cost of Replacement Equipment	THSSAA Approval Only	THSSAA Approval Only
Sell Equipment w/ Federal Share of Proceeds Refunded	THSSAA/FEMA Approval	THSSAA/FEMA Approval
Use in Non-Federally Funded Activity/Program	THSSAA/FEMA Approval	THSSAA/FEMA Approval

For any questions not addressed here or about the SF-428 forms, contact THSSAA monitoring unit.

Texas Department of Public Safety
Texas Homeland Security State Administrative Agency
Homeland Security Grant Program
Passed-Through Property Record

Sub-recipient:

_____
Name of Organization

_____
Street/Mailing Address, City, County, Zip

_____
Printed Name and Title

_____ _____
Signature Date

Project Participant:

_____
Name of Organization

_____
Street/Mailing Address, City, County, Zip

_____
Printed Name and Title

_____ _____
Signature Date

This is to certify that the property described below was acquired through the expenditure of grant funds awarded to the above named Homeland Security Grant Program Sub-recipient. The Project Participant receiving the property certifies that they have knowledge of the laws, rules and regulations of Texas Homeland Security grants. The Project Participant further certifies that they agree to be bound by all the contract covenants and exhibits to the Sub-recipient's Agreement and any modifications or amendments to that agreement as if they were written here. The Sub-recipient and Project Participant further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Sub-recipient further certifies that the Project Participant has complied with all Texas Homeland Security State Administrative Agency eligibility requirements.

Property being passed-through

Item description: _____
Item Control Number: _____
Serial Number/VIN: _____
Model Number: _____
Acquisition Date: _____
Unit Cost: _____

This form is provided for the benefit of grant administration. TXDPS/THSSAA cannot advise Sub-recipients about the legality of any specific property that is passed-through. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.

THSSAA EQUIPMENT LOAN RECORD

ITEM CONTROL/SERIAL NUMBER	ITEM DESCRIPTION	ORIGINAL SUBRECIPIENT	ORIGINAL SUBRECIPIENT PERSONNEL NAME/SIGNATURE	DATE LOANED	RECEIVING ENTITY	RECEIVING PERSONNEL NAME/SIGNATURE

The subrecipient maintains responsibility for inspection and financial liability for loss or damage to grant funded assets. Subrecipients must exercise reasonable care to safeguard assets from negligence and abuse, while providing proper maintenance as required. It is the subrecipient's responsibility to complete the paperwork for the loan. Receiving entities acknowledge compliance with Texas Homeland Security State Administrative Agency grant and eligibility requirements as noted in the Sub-Recipient Agreement. It is the subrecipient's responsibility to ensure the receiving entity has met those eligibility requirements before loan of equipment. All equipment must be returned to the subrecipient for disposition.

EMERGENCY LOANS

In the event of a time sensitive situation where time spent verifying eligibility may endanger life or property, equipment may be loaned for mutual aid immediately but for a period of not more than 60 days without the need to verify eligibility. **Please provide a brief description of the nature of the event and why eligibility could not be verified:**

TANGIBLE PERSONAL PROPERTY REPORT
SF- 428

		Page	of Pages
1.Federal Agency and Organization Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned by Federal Agency	3a. DUNS	3b. EIN
4. Recipient Organization (Name and complete address including zip code)		5. Recipient Account or Identifying Number	
6. Attachment (Check applicable) ___ Annual Report (SF-428-A) ___ Final (Award Closeout) Report (SF-428-B) ___ Disposition Report/Request (SF-428-C)		7. Supplemental Sheet ___ Yes ___ No	
8. Comments			
9a. Typed or Printed Name and Title of Authorized Certifying Official		9c. Telephone *(area code, number, extension)*	
		9d. Email address	
9b. Signature of authorized Certifying Official		9e. Date report submitted *(Month, Day, Year)*	
		10. Agency use only	

Instructions for Tangible Personal Property Report: SF-428

The estimated annual public reporting burden for the collection of information on this form and its attachments is estimated to average 2.75 hours per respondent, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

This is a standard form to be used by awarding agencies to collect information related to tangible personal property (equipment and supplies) when required by a Federal financial assistance award. The form consists of the cover sheet (SF-428) and three attachments to be used as required: Annual Report, SF428-A; Final (Award Closeout) Report, SF-428-B; and a Disposition Request/Report, SF-428-C. A Supplemental Sheet, SF-428S, may be used to provide detailed individual item information.

A. General Instructions:

Tangible personal property means property of any kind, except real property, that has physical existence. It includes equipment and supplies. It does not include copyrights, patents or securities. For convenience, throughout this form and its attachments, the term property will be synonymous with tangible personal property. The terms equipment and supplies will be used when referring to specific requirements.

Property may be provided by the awarding agency or acquired by the recipient with award funds. Federally-owned property consists of items that were furnished by the Federal government.

Recipients of Federal assistance awards may be required to provide Federal awarding agencies with information concerning property in their custody annually, at award closeout or when the property is no longer needed. Specific requirements will vary based on award provisions, the type of property (equipment or supplies) and whether the property is Federally-owned. This reporting form and its attachments are intended to assist recipients to provide necessary information when it is required.

1. **Federal Agency and Organizational Element to Which Report is Submitted.** Enter the name of the Federal agency and the agency organization element identified in the award document or as otherwise instructed by the agency. The organizational element is a sub-agency within a Federal agency. For example, the Air Force Office of Scientific Research (AFOSR) is an organizational element within the Department of Defense.

2. **Federal Grant or Other Identifying Number Assigned by Federal Agency.** Enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award.

3a. **DUNS.** Enter the recipient organization's Data Universal Numbering System (DUNS) number or Central Contract Registry extended DUNS number. The DUNS number is also referred to as the Universal Identifier.

3b. **EIN.** Enter the recipient organization's Employer Identification Number (EIN) as assigned by the Internal Revenue Service.

4. **Recipient Organization.** Enter the name and complete address, including zip code, of the recipient organization.

5. **Recipient Account or Identifying Number.** Enter the account number or other identifying number assigned to the award by the recipient. This number is for the recipient's use and is not required by the Federal agency.

6. **Attachment.** Check the applicable line to indicate the type of attachment being submitted. Use the Annual Report, SF-428-A, when required to provide annual inventory listings of Federally-owned property. Use the Final Report, SF-428-B, when required to provide property information in connection with the closeout of an award. Use the Disposition Request/Report, SF-428-C, when required to request disposition instructions for or to report the disposal of Federally-owned property or acquired equipment, at any time other than award closeout (i.e., during the award period or after award closeout as long as the Federal government retains an interest in the item).

7. **Supplemental Sheet.** Check the applicable block to indicate whether a Supplemental Sheet is attached. Recipients may use the SF-428S or equivalent document such as a computer print out to provide required detailed individual item information.

8. **Comments.** Provide any explanations or additional information in this block. Attach additional sheets if necessary.

9a. **Typed or Printed Name and Title of Authorized Certifying Official.** Enter the full name and title of the recipient representative authorized to sign this report.
b. **Signature of Authorized Certifying Official**. Original signature of the recipient's authorized certifying official.
c. **Telephone.** Enter the telephone number of the individual listed in Line 9a.
d. **Email address.** Enter the email address of the individual listed in 9a.
e. **Date report submitted.** Enter the date the report is submitted to the Federal agency.

10. **Agency use only.** This section is reserved for Federal agency use only.

TANGIBLE PERSONAL PROPERTY REPORT
Supplemental Sheet SF-428S

Federal Grant or Other Identifying Number Assigned by Federal Awarding Agency (Block 2 of SF-428)	Attachment Type ___ Annual Report ___ Final (Award Closeout) Report ___ Disposition Request/Report	Page	Of Pages

Complete one row for each item:

	Award Number (a)	GP or ACQ (b)	Description of Item (c)	Identification Number (d)	Acq. Date (e)	Cond. Code (f)	Acq. Cost (g)	Disp. Req. (h)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Instructions for Tangible Personal Property Report: SF-428S

A. General Instructions

This is a standard form to be used by recipients to provide detailed individual item information in connection with required reports of tangible personal property under Federal assistance awards.

Federal Grant or Other Identifying Number Assigned by Federal Agency. Enter the Federal grant, cooperative agreement or other financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award. If the Supplemental Sheet is submitted in connection with a Consolidated Annual Report Attachment, leave blank and enter individual award numbers in Column (a) for each item.

Report Type. Indicate the type of report Attachment for which the individual item information is being provided.

a. **Award Number.** For Consolidated Annual Report Attachments, enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award. For all other Report Attachments (i.e., Individual Annual, Final, and Disposition Request/Report) leave blank.

b. **GP or ACQ.** Enter GP if the item is Federally-owned property. Note: Federally-owned property consists of items furnished by the Federal Government for use on the award identified in Block 1 or Column a. Enter ACQ if the item was acquired with award funds.

c. **Description of Item.** Provide a brief description of the item.

d. **Identification Number.** Enter the manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.

e. **Acq. Date.** Enter the date the item was acquired by the recipient. For items furnished by the Federal Government, enter the date received by the recipient.

f. **Cond. Code.** Enter the applicable condition code from the following list:

Code	Description
1	Excellent. Property that is in new condition or unused condition and can be used immediately without modification or repairs.
4	Usable. Property which shows some wear, but can be used without significant repair.
7	Repairable. Property which is unusable in its current condition but can be economically repaired.
X	Salvage. Property which has value in excess of its basic material content, but repair or rehabilitation is impractical and/or uneconomical.
S	Scrap. Property which has no value except for its basic material content.

g. **Acq. Cost.** Enter the item acquisition cost.

h. **Disp. Req.** Indicate the type of disposition requested for each item by entering the corresponding number from Block 2 of the Final Report Attachment or Block 1 of the Disposition Request/Report Attachment. However, it is not necessary to enter this information when requesting the same disposition for all items of Federally-owned property or the same disposition for all items of Acquired Equipment (the disposition request indicated in the applicable Block(s) of the Final Report Attachment or the Disposition Request/Report Attachment will be sufficient). Not required for Annual Report Attachments.

TANGIBLE PERSONAL PROPERTY REPORT
Disposition Request/Report SF-428- C

Federal Grant or Other Identifying Number Assigned by Federal Agency (Block 2 of SF-428)

1. **Request Disposition Instructions for**:	**For Agency Use Only**
a. **Federally-owned Property** *(Select one or more and attach Supplemental Sheet SF-428S or recipient equivalent)* (i) ___ Request Federal Agency disposition instructions (ii) ___ Other (Specify in Block 8 "Comments" or attach request)	Agency response to requested disposition of Federally owned property: (i) Recipient request approved___ denied ___. (ii) Dispose in accordance with attached instructions ___.
b. **Acquired Equipment with current fair market value of $5,000 or more** *(Select one or more and attach Supplemental Sheet SF-428S or recipient equivalent)* (i) ___ Request approval to trade-in or sell to offset costs of replacement equipment (ii) ___ Request Federal Agency disposition instructions	Agency response to requested disposition of acquired equipment: (i) Recipient request approved___ denied ___. (ii) Dispose in accordance with attached instructions ___.

Authorized Awarding Agency Official	
Signature:	Date:
Name:	Phone:
Title	Email

2. **Report Disposition by Sale or Retention**

a. ___ Retention of acquired equipment for use on non Federally supported projects

b. ___ Sale of acquired equipment

(Attach Supplemental Sheet SF-428S or recipient equivalent and complete worksheet below)

(i) Sale proceeds (or estimate of current fair market value)..... $_____

(ii) Percentage of Federal participation ..... _____%

(iii) Federal share ..... $_____

(iv) Selling and handling allowance ..... $_____

(v) **Amount remitted to the Federal Government**..... $_____

3. **Report Loss, Destruction or Theft of Federally-owned Property**

___ Loss, Destruction or Theft of Federally-owned property

(Attach Supplemental Sheet SF-428S or recipient equivalent and describe the circumstances in Block 4)

4. **Comments**

DISPOSITION REQUEST/REPORT ATTACHMENT TO TPR

Agency use only

Instructions for Disposition Request/Report: SF-428 Attachment C

A. General Instructions:

This Attachment is to be used by recipients when required to request disposition instructions or to report disposition of Federally-owned property or acquired equipment under Federal assistance awards at any time other than award closeout (i.e., during the award period or after closeout as long as the Federal government retains an interest in the item).

Recipients provided Federally-owned property for use under Federal assistance awards are required to request disposition instructions from the awarding agency when the Federally-owned property is no longer needed for the authorized purpose. Recipients may be required to request disposition instructions for equipment acquired with award funds (acquired equipment) when an item is no longer needed for use on Federally-sponsored activities. Recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the Federal government. This attachment is intended to assist recipients in providing appropriate information to the awarding agency. Note: If the Federal awarding agency has exercised statutory authority to vest title to acquired equipment in the recipient with no further obligation to the Federal government, you are not required to request disposition instructions or to report disposition (i.e., sale or retention for non Federal use) of those items of equipment.

Federal Grant or Other Identifying Number Assigned by Federal Agency. Enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award.

1. **Request Disposition Instructions for:** Use this section to request Federal awarding agency disposition instructions when required by the award provisions.

a. **Federally-owned Property.** Consists of items that were furnished by the Government. Check applicable blocks to indicate the requested Federal awarding agency action for items that are no longer needed for use on the award specified in Block 2.

(i) To request Federal agency disposition instructions.
(ii) To request a specific disposition, e.g., transfer to another award.

b. **Acquired Equipment with a current fair market value of $5,000 or more.** Note: Fair market value means the best estimate of the gross sales proceeds if the property were to be sold in a public sale. Check applicable blocks to indicate the requested Federal awarding agency action.

(i) To request approval to trade-in or sell to offset costs of replacement equipment.
(ii) To request Federal agency disposition instructions for equipment acquired with award funds.

2. **Report Disposition by Sale or Retention.** Use this section when required to compensate the Federal awarding agency for its interest in acquired equipment with a current fair market value of $5,000 or more that you have sold or retained for use on non Federally supported activities. Check applicable blocks to indicate the type of action being reported and complete the worksheet to calculate the amount of compensation due to the awarding agency for its interest in the equipment.

a. Retention of acquired equipment for use on non-Federally supported projects.
b. Sale of acquired equipment.

Worksheet

(i) Enter the total amount received if the equipment has been sold. Enter an estimate of the current fair market value if the equipment will be retained for use on non Federally funded projects.
(ii) Enter the percentage of Federal Government participation in the award under which the equipment was acquired.
(iii) Enter the dollar amount of sales proceeds (or estimate of current fair market value) multiplied by the percentage of Federal Government participation listed in (ii).
(iv) If the equipment was sold, enter the amount of selling and handling expenses. Enter zero if the equipment will be retained for use on non-Federally funded projects.
(v) Enter the amount of the Federal share in (iii) less the selling and handling expense listed in (iv). Indicate in Block 8 how the funds are being returned to the government. For example, attached check made out to the Awarding Agency/U.S. Treasury or electronic remission.

3. **Report Loss, Destruction or Theft of Federally-owned Property.** Use this section to notify the awarding agency. Check block to indicate that Federally-owned property has been lost, damaged or stolen, list the item(s) on SF-428S or recipient equivalent and describe the circumstances in Block 4.

4. **Comments.** Provide any explanations or additional information in this block. Attach additional sheets if necessary.

Agency use only. This section is reserved for Federal agency use only.

EXHIBIT “G”

Weekly Activity Report

HIDALGO COUNTY

Your Local Agency Name

OPERATION STONEGARDEN WEEKLY ACTIVITY REPORT

Date	Number of Officers worked	Hours worked (Shift)*	Location Worked	Outcome
7/13/2015	3	1800-0400	WEST- Citrus City Area	25 VEHICLE STOP, 8 CITATIONS, 17 WARNINGS
		SAMPLE		
Total	3			

EXHIBIT “H”

Daily Activity Report Summary and Detail

PLEASE TYPE IN YOUR CITY NAME
2014 OPERATION STONEGARDEN
GRANT #: EMW-2014-SS-00029

DAILY ACTIVITY REPORT SUMMARY

Date: _____ **Overtime Rate:**_____

Begining 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: _____

Officer (Print)_____ **Title:** _____ **I.D. #** _____

Officer (Sign)_____ **Title:** _____ **I.D. #** _____

Supervisor: _____ **Title:** _____ **I.D. #** _____

PLEASE TYPE IN YOUR CITY NAME

DAILY ACTIVITY REPORT DETAIL

OPSG 2014 Grant#: EMW-2014-SS-00029

PLEASE PRINT LEGIBLY

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

1.)

SECTOR	:00 PM - :00 AM, Officer 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:** _____

7/31/2015 11:58 AM

EXHIBIT "I"

Property Acquisition Form

EXHIBIT "I"

CITY NAME
2014 STONEGARDEN GRANT - PROPERTY ACQUISITION FORM
GRANT #EMW-2014-SS-00029

Description	Tag ID#	Serial or ID#	Source of Property	Title Owner	Acquisition Date	Cost	% of Federal/ State Participation in Cost of Property	Location	Use & Condition of Property	Disposal Date	Price Sold

To be submitted monthly with attached photos of all equipment showing ID tags.

AI-50718 **Sheriff's Office** **8. E.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Authorization and approval for Sheriff J.E. "Eddie" Guerra to execute Provisional State and Local Task Force Agreement with Drug Enforcement Administration (DEA) to include OCDETF Hidalgo County Sheriff's Office (HCSO) officer.

BACKGROUND

Agreement will remain in effect for one fiscal year to begin October 1, 2015 to September 30, 2016.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

email

agreement

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/31/2015 10:37 AM
Budget & Management	Debbie Tamez	07/31/2015 10:58 AM
Manuel Chapa	Manuel Chapa	07/31/2015 02:03 PM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 07/31/2015 10:03 AM

Final Approval Date: 07/31/2015

Rosie

From: Gabriel Castaneda [gabriel.castaneda@hidalgoso.org]
Sent: Friday, July 31, 2015 9:07 AM
To: 'Rosie'
Cc: richard.ozuna@hidalgoso.org
Subject: FW: legal review

Ms. Rosie

Here is the legal review on this item.

G. Castañeda

From: Victor M. Garza [mailto:victor.garza@da.co.hidalgo.tx.us]
Sent: Thursday, July 30, 2015 3:59 PM
To: 'Gabriel Castaneda'
Cc: josephine.ramirez@da.co.hidalgo.tx.us; 'Mario Lopez'
Subject: legal review

Chief Castaneda,

Our office reviewed the Provisional State and Local Task Force Agreement, related to the Organized Crime Drug Enforcement Task Force, and approve as to the form of the Agreement.

Please let me know if you need further assistance.

Respectfully,

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

****
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****

U. S. Department of Justice
Drug Enforcement Administration
Houston Division
1433 West Loop South, Suite 600
Houston, Texas 77027

www.dea.gov

July 20, 2015

J.E. "Eddie" Guerra
Chief of Police
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78541

Dear Chief Guerra:

Thank you for your continued support of the Drug Enforcement Administration. Your participation in the State and Local Task Force Program allows us to jointly and effectively serve the McAllen community as a whole.

Enclosed for your review is the Task Force Agreement for Fiscal Year 2016, as well as a self-addressed envelope for your convenience. Once all signatures are obtained, a courtesy copy will be sent to your office for your records.

Please contact me at 713-693-3001 or Assistant Special Agent in Charge Stephen M. Jenkins at 956-992-8405 with questions regarding any Task Force matters.

Sincerely,

Joseph M. Arabit
Special Agent in Charge

Enclosures

PROVISIONAL STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 1st day of October, 2015, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Hidalgo County Sheriff's Office (hereinafter "HCSO"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the McAllen, Texas, area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of, the parties hereto agree to the following:

1. The McAllen OCDETF Strike Force will perform the activities and duties described below:

   a. disrupt the illicit drug traffic in the area by immobilizing targeted violators and trafficking organizations;

   b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

   c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.

2. To accomplish the objectives of the McAllen OCDETF Strike Force, the HCSO agrees to detail one (1) experienced officer(s) to the McAllen OCDETF Strike Force for a period of not less than two years. During this period of assignment, the HCSO officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The HCSO officer(s) assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The HCSO officer(s) assigned to the Task Force shall be deputized as Task Force Officer(s) of DEA pursuant to 21 U.S.C. Section 878.

5. To accomplish the objectives of the McAllen OCDETF Strike Force, DEA will assign eleven (11) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and officer(s) assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. The HCSO shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all

requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

7. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2016. This agreement may be terminated by either party on 30 days advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by HCSO during the term of this agreement.

For the Drug Enforcement Administration:

_____ Date:_____

Joseph M. Arabit
Special Agent in Charge

For the Hidalgo County Sheriff's Office:

_____ Date:_____

J.E. "Eddie" Guerra
Sheriff

AI-50717 **Sheriff's Office** **8. F.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Authorization and approval for Sheriff J.E. "Eddie" Guerra to sign required documents on Estrella's House Interagency MOU & Interagency Working Protocol Agreement.

BACKGROUND

Agreement will be in force for three (3) years.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact

Attachments

MOU

email legal

Form Review

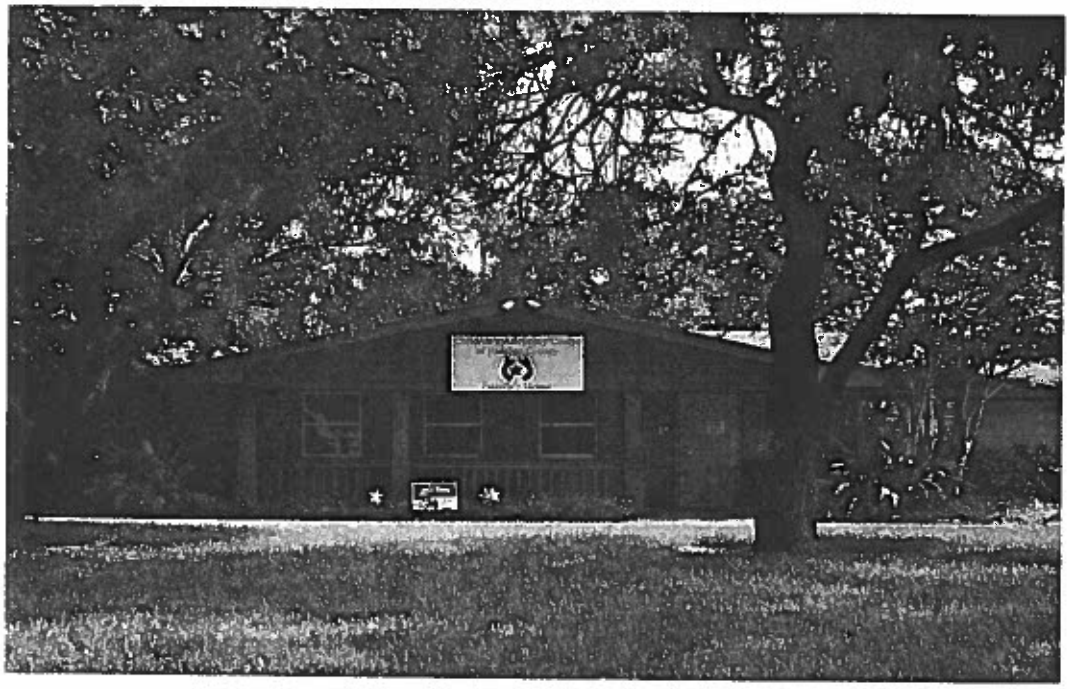
Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/31/2015 10:37 AM
Budget & Management	Debbie Tamez	07/31/2015 10:57 AM
Manuel Chapa	Manuel Chapa	07/31/2015 01:47 PM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 07/31/2015 09:21 AM

Final Approval Date: 07/31/2015

Children's Advocacy Center of Hidalgo County Inc.

Estrella's House



Interagency Memorandum of Understanding

&

Interagency Working Protocol

Hidalgo County 2015—2018

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INTERAGENCY MEMORANDUM OF UNDERSTANDING

THE UNDERSIGNED participating agencies agree to the following policy to support and maintain the Children's Advocacy Center of Hidalgo County, Inc.-Estrella's House (CACHC) as identified in the Texas Family Code Section 264 Subchapter E.

WHEREAS, Hidalgo County continues to experience an increase in the reported incidents of child abuse, a trend which has been seen nationwide. In responding to these reports, numerous problems have been encountered, including excessive interviews of child victims, development of physical evidence and lack of communication among involved agencies. The undersigned head of department agencies and offices in Hidalgo County agree to maintain and continue to support the Children's Advocacy Center of Hidalgo County.

WHEREAS, in response, to these problems, citizens of Hidalgo County have developed a multidisciplinary team (MDT) approach for the investigation of child abuse and neglect to better protect children from excessive interviews due to the lack of communication between investigating entities. In efforts to facilitate a MDT approach, the Children's Advocacy Center of Hidalgo County will enhance the cooperation and coordination of the partner agencies involved in the investigation and prosecution of crimes against children.

WHEREAS, to better protect the children of Hidalgo County, the undersigned agencies have agreed to the following:

1. To continue to develop, achieve and maintain a cooperative team approach to the investigation and prosecution of child abuse;

2. To reduce, to the greatest extent possible, the number of interviews required of a child victim;

3. To develop, maintain and support through a Children's Advocacy Center, an environment that emphasizes the best interests of the children in Hidalgo County and that provides investigative and rehabilitative program services;

AND WHEREAS, it is expressly understood that each agency will work within its department legal mandates and internal policies. Nothing contained in the investigative guideline supersedes the statues, rules and regulations or policies of each individual agency. All State and Federal confidentiality laws will be followed in connection with this agreement. This agreement can be terminated by any party without cause by giving written notice to the other parties.

NOW THEREFORE, the undersigned agencies have agreed to support the concept and philosophy of the Children's Advocacy Center of Hidalgo County, Inc.-Estrella's House.

Signatures

We the undersigned have reviewed and accepted the Children's Advocacy Center of Hidalgo County's Interagency Memorandum of Understanding.

EXECUTED this _____Day of _____, 2015 and will be in force for three (3) years.

Hidalgo County District Attorney's Office
Ricardo Rodriguez, District Attorney

Judge Mario E. Ramirez, Jr. Juvenile Justice Center
Israel "Buddy" Silva, Jr., Chief Juvenile Probation Officer

Texas Department Of Family and Protective Services-Child Protective Services
Lisa Black, CPS Assistant Commissioner

Texas Department Of Family and Protective Services-Child Care Licensing
Paul Morris, CCL Assistant Commissioner

Texas Department Of Family and Protective Services-Adult Protective Services
Beth Engelking, APS Assistant Commissioner

Children's Advocacy Center of Hidalgo County Inc.-Estrella's House
Victoria Medina, Executive Director

Alton Police Department
Enrique Sotelo, Police Chief

Alamo Police Department
Arturo Espinoza, Police Chief

Edcouch Police Department
Eloy Cardenas, Police Chief

Donna Police Department
Ruben De Leon, Police Chief

Elsa Police Department
Primitivo Rodriguez, Police Chief

Edinburg Police Department
Rolando Castañeda, Police Chief

Signatures Continued

Hidalgo Police Department
Rodolfo "Rudy" Espinoza, Police Chief

Hidalgo County Sheriff's Office
J.E. "Eddie" Guerra, Sheriff

La Villa Police Department
Victor Garcia, Police Chief

La Joya Police Department
Ramon Gonzalez, Police Chief

Mercedes Police Department
Olga Maldonado, Police Chief

McAllen Police Department
Victor Rodriguez, Police Chief

Palmhurst Police Department
Michael A. Vela, Police Chief

Mission Police Department
Robert Dominguez, Police Chief

Peñitas Police Department
Roel Bermea, Police Chief

Palmview Police Department
Christopher Robert Barrera, Police Chief

Progreso Police Department
Alberto Rodriguez, Police Chief

Pharr Police Department
Ruben Villescas, Police Chief

Sullivan City Police Department
Miguel Martinez, Police Chief

San Juan Police Department
Juan Gonzalez, Police Chief

Weslaco Police Department
Stephen Mayer, Police Chief

INTERAGENCY WORKING PROTOCOLS

MISSION STATEMENT

The mission of the Children's Advocacy Center of Hidalgo County (CACHC) is to reduce the emotional trauma to child abuse victims by facilitating a child oriented multi-disciplinary team approach (MDT), which supports the prevention of child abuse through community education and promotes effective prosecution of those who perpetrate crimes against children.

COMPOSITION OF MULTIDISCIPLINARY TEAM (MDT)

The Multidisciplinary Team (MDT) is composed of representatives from law enforcement agencies located within Hidalgo County, Texas Department of Family and Protective Services, the Hidalgo County District Attorney's Office, the Children's Advocacy Center of Hidalgo County, Inc. and Judge Mario E. Ramirez, Jr. Juvenile Justice Center (Juvenile Probation Office), sexual assault nurse examiners, as well as participating Mental Health Providers who have signed the CACHC memorandum of understanding.

AGENCY ROLES

Each of the partner agencies involved with the CACHC has agreed to participate as a member of a multi-disciplinary team. Cases will focus primarily on the child victim's individual needs; followed by the needs of the non-offending family members who are supportive of the child and whose concerns are consistent with the best interest of the child; and finally, on law enforcement, prosecution and civil proceedings involving the case. However, each of these partner agencies also have specific responsibilities and duties unique to their discipline, which are briefly outlined below:

A. Law Enforcement

Law enforcement investigators will actively and collaboratively participate with the forensic interview process conducted at the center and other program services; provide all relevant information/reports when appropriate (Texas Family Code 264.408); provide Center staff with ongoing information pertaining to the direction and status of the criminal investigation; provide direction when deemed appropriate regarding the sharing of case information/specifics with the victim's non-offending family members; conduct and complete witness interviews and evidence collection pertaining to child abuse investigations; provide final case reports/investigative summary to district attorney's office, attend all scheduled MDT case review meetings and participate in the sharing of information regarding current case status and plans for continued investigative activity with MDT members (Texas Family Code 264.406).

B. Texas Department of Family and Protective Services (TDFPS)

TDFPS will actively and collaboratively participate with the child forensic interview process conducted at the center along with any other program services; provide all relevant information/reports when appropriate (Texas Family Code 264.408); participate in individual case review/staffing prior to and following the forensic interviews; provide direction when deemed appropriate regarding the sharing of case information/specifics with the victim's non-offending family members regarding any placement of and protection of the child, advise CACHC staff of any plans for mental health, medical or other social services referrals for the child victim and/or family members; will attend all scheduled MDT case review meetings and participate in the sharing of information regarding case status and plans for continued family involvement with other MDT members (Texas Family Code 264.406).

C. Prosecution

Investigative team members will advise the prosecutor(s) on the outcome of the child forensic interview and/or the sexual assault exam in a timely manner following its conclusion. They will provide CACHC staff with information pertaining to the direction, scope and status of prosecution efforts for the purpose, when deemed appropriate, of sharing this information with the victim's non-offending family members; to coordinate efforts for trial preparation and court accompaniment with CACHC staff, conduct criminal prosecution proceedings, attend all scheduled MDT case review meetings and participate in the sharing of information regarding case status and plans for future court proceedings with other MDT members (Texas Family Code 264.406). Prosecution when appropriate, will assist CACHC in the review of conflict cases prior to providing services at the CACHC.

D. Juvenile Justice Center

Juvenile Probation will provide CACHC staff with information pertaining to the direction, scope and status of case a when deemed appropriate. They will attend all scheduled MDT case review meetings and participate in the sharing of information regarding case status when relevant.

E. Medical

Specialized medical evaluation and treatment services will routinely be made available to clients and coordinated with the investigative agencies. A physician, nurse practitioner, physician assistant that is specifically educated in sexual assaults or a sexual assault nurse examiner will conduct medical evaluations as requested by MDT. They will actively and collaboratively participate with program services when appropriate; provide all relevant information/reports when appropriate; provide

direction when deemed appropriate regarding the sharing of case information/specifics with the victim's non-offending family members regarding medical evaluation, advise CACHC staff of any plans for mental health, medical or other social services referrals for the child victim and/or family members; will attend all scheduled MDT case review meetings and participate in the sharing of information regarding case status and plans for continued family involvement with other MDT members.

F. Mental Health

Participating mental health providers with a CACHC memorandum of understanding will share pertinent information regarding victim, which may include progress in treatment, attendance, and any other information deemed appropriate for sharing with MDT involved. Mental Health providers will also be advised and encouraged to attend any MDT case review meetings, where their client's case will be discussed.

G. Children's Advocacy Center

The CACHC will provide a child-focused setting designed to provide a safe, comfortable and neutral place for victims and their non-offending family members. They will assess victims of abuse and their non-offending family members to determine their need for services relating to the investigation of abuse. They will provide services determined to be needed based on the assessment. CACHC will provide a facility at which a Multidisciplinary Team can meet to facilitate the efficient and appropriate disposition of child abuse cases through the civil and criminal justice systems. They will coordinate the activities of governmental entities relating to child abuse victims and their non-offending family members (TFC 264.405). The CACHC will coordinate and facilitate the MDT case review meetings and provide all relevant information/reports when appropriate.

TARGET POPULATION

The CACHC target population consists of child victims of sexual abuse, physical abuse, human trafficking, and witnesses to a violent crime ages 2-17, as well as adults with substantial impairment (with the direction of the District Attorney's Office) referred by law enforcement or Texas Department of Family and Protective Services-Child Protective Services, Adult Protective Services and Child Care Licensing. Services will also be provided to cases involving a child fatality, child endangerment, neglect or children at risk of abuse.

PROGRAM SERVICES

CRITIERIA FOR SERVICES

The Children's Advocacy Center of Hidalgo County, Inc. (CACHC) is committed to providing program services and treatment with the following priority criteria:

Priority One Criteria

1. Sexual Abuse allegations to include, but not limited to (as defined in the Texas Penal Code):
    a. Aggravated Sexual Assault (Sec. 22.021)
    b. Sexual Assault (Sec. 22.011)
    c. Continuous Sexual Abuse of a Child (Sec. 21.02)
    d. Indecency with a Child (Sec. 21.11)
    e. Prohibited Sexual Conduct (Sec. 25.02)
    f. Indecent Exposure (Sec. 21.08)
2. Possession or Promotion of Child Pornography (Sec. 43.26)
3. Sexual Performance by a Child (Sec. 43.25)
4. Human Trafficking
5. Trafficking of Persons and Compelling Prostitution (Sec. 20A.02)
6. Solicitation of a Child (Sec. 22.06)
7. Injury to a Child (Sec. 22.04)

Priority Two Criteria

1. Allegations of Physical Abuse
2. Child Fatality
3. Child Witnesses to a Crime
4. Allegations of Neglect
5. Child at Risk of Abuse

Non-Offending Family Members

Partner agencies are encouraged to conduct all interviews of non-offending adults/siblings at CACHC whenever space and schedule permits.

Alleged Perpetrators

No alleged or confirmed perpetrators will be allowed in the facility and/or the CACHC premises.

No interviews of alleged or confirmed perpetrators (adult or child) will be conducted at the CACHC facility. Juvenile alleged perpetrators will be allowed in the facility when services are provided to them as a child victim. CACHC staff will ensure that the victim is scheduled on a different day and/or time from their alleged juvenile perpetrator's appointment. Consideration will be given to allow alleged or confirmed perpetrators in the facility, if their participation in mental health services is conducive to the victim's treatment.

Every effort will be made to avoid the presence of known perpetrators on site at the CACHC whenever possible.

Presence of Other Individuals

Every effort will be made to avoid the presence of any known defense attorneys and/or lawyers representing a caretaker/alleged perpetrator on-site at the CACHC facility/premises. CACHC will seek further advisement from the Hidalgo County District Attorney's Office.

Agencies Other than Hidalgo County Utilizing CACHC Services

Upon request from our signature partner agencies, the CACHC will extend program services to other agencies outside of Hidalgo County.

When services are scheduled by DFPS for a law enforcement agency outside of Hidalgo County, DFPS will coordinate the appointment with a local law enforcement agency as a courtesy when available. Should a local law enforcement agency not be available, DFPS may assign a Special Investigator to be present for the scheduled appointment.

FORENSIC INTERVIEWS

A forensic interview is a developmentally sensitive and legally sound method of gathering factual information regarding allegations of abuse and/or exposure to violence using a semi structured narrative process. This interview is conducted by competently-trained, neutral professional utilizing research and practice informed techniques as part of a larger investigative process.

All interviews shall be conducted by a trained CACHC forensic interviewer at the CACHC via scheduled appointments in a CACHC interview room. All forensic interviews will be done utilizing the CAC of Texas Semi Structured Narrative Interview Process.

A. Appointment/Intake Process

MDT member requesting a Forensic Interview is required to schedule an appointment with CACHC staff. Monday mornings will be reserved for weekend referrals. CACHC staff will gather pertinent information from the referring agency necessary to complete the intake process.

Information Required at Intake:

1. Allegations
2. Identifying information for victim, non-offending parent and alleged perpetrator
3. Known victim's disability
4. Individual transporting the victim
5. Victim's address/city
6. Information regarding additional investigative agency involved (CPS or Law enforcement) case number and investigator assigned
7. Contact phone number for investigator(s) involved

B. Joint Investigation Coordination and MDT Notification

It is preferred CACHC policy that victims be exposed to a minimum number of interviews and interviewers pursuant to Section 264.403 of Texas Family Code. Interviews conducted with victims of sexual and serious physical abuse will be conducted jointly by an investigator from the appropriate state (CPS) and law enforcement agency, Pursuant to Section 261.301 of the Texas Family Code.

CACHC staff will follow-up and notify team members prior to the forensic interview of a child victim to ensure all investigative agencies involved are present. The investigative agency (CPS or Law Enforcement) scheduling the appointment is responsible for all communication with non-offending parent/guardian and/or agency responsible for the transportation of the victim to the appointment.

C. Individual Conducting the Interview

All forensic interviews will be conducted by a CACHC trained forensic interviewer. Only the alleged victim and forensic interviewer, as well as interpreter when needed, will be allowed in the interview room.

D. Availability/Presence of MDT Members on Joint Interviews

1. It is preferred CACHC policy that the forensic interview be scheduled when all case team members with jurisdictional authority and/or other direct involvement with the case are available.

2. Law enforcement and/or a CPS investigator should be present for the observation of the forensic interview, however in the event that one is unable to be present, it is preferred CACHC policy that the case investigator or their immediate supervisor give approval for the forensic interview to be conducted in his or her absence.

3. No interview will be conducted at the CACHC when **not observed** by at least one Law Enforcement or CPS *Investigator.*

4. CACHC staff will allow 15 minutes after scheduled interview for all agencies involved to arrive for the scheduled appointment before making alternative arrangements. Should an investigative agency not arrive within the 15 minutes and/or CACHC is unable to make contact, the CACHC may proceed with the scheduled interview if they were previously notified of the appointment.

E. Who Observes the Interview

All CACHC interviews shall be observed by at least **one** authorized team member (CPS, Law Enforcement (local, state or federal) and a designated/assigned prosecutor from the District Attorney's Office). To ensure the privacy for the victim and to minimize the number of witnesses involved in the case, observing the interview should be limited to those involved directly with the investigation and prosecution. Those who may observe the forensic interview may include:

- Other CACHC staff such as the Sexual Assault Nurse or CACHC Mental Health Counselor may observe the forensic interview when appropriate.
- A verified Ad Litem Attorney may observe the interview when appropriate.
- Off-site agency (e.g., Medical, Mental Health, etc.) will be by court order or with the approval of the District Attorney or the designated prosecutor whenever feasible.

Caretakers, lawyers representing caretaker(s), therapists, social workers, advocates, and/or significant others **shall not** be allowed to be present in the interview room or observation room during a forensic interview.

A partner agency intern and/or volunteer **shall not** be allowed to be present in the observation room during the forensic interview.

F. Pre-Interview Procedures

CPS and/or Law Enforcement Investigators should introduce themselves to the non-offending family member or guardian of the child victim and explain their roles in the investigation process prior to beginning the interview.

The forensic interviewer, when feasible, will introduce themselves and explain the interview process to the non-offending family member or guardian. In the event that the interviewer is unable to do so, the Family Advocate may explain the process.

The Family Advocate may introduce the victim to the interview room prior to the forensic interview. When possible the Forensic Interviewer or Family Advocate should assess the child's developmental level and inquire about any known disabilities the child may have with the non-offending family member or guardian.

The Forensic Interviewer will meet with the case team prior to beginning an interview to discuss any pertinent information regarding the case or alleged victim. Should an audio/video recording and/or written statement been conducted by CPS or a law enforcement agency with the victim(s), the audio/video recording and/or written statement will be provided to the jurisdiction involved in the joint investigation (Pursuant to Section 261.301 of the Texas Family Code) case prior to a forensic interview. If the interview is agreed upon by the case team, the case team should agree upon the parameters of this interview.

Should a child be present for multiple CACHC services, the case team will discuss and determine which service should be completed first (i.e. medical, interview, etc.).

G. During the Forensic Interview

Case Team will observe and take notes as the forensic interview is being conducted. Should the case team have any questions during the interview process, they may communicate with the forensic interviewer via the personal assistive listening device. Case team may utilize a mic to communicate with the interviewer, should they have questions or need clarification. The interviewer will receive their questions through an ear piece, which they may wear during the forensic interview. Should the forensic interviewer need to communicate with the case team, the interviewer may step out of the interview room (taking into consideration the victim's age and/or demeanor) to discuss their questions or concerns with the case team.

The forensic interviewer may use aids during the interview process which may include male and/or female anatomical drawings and dolls, assessment tools, as well as any other aids deemed necessary by the case team.

Should a forensic interview require the use of an interpreter, only a certified interpreter will be utilized. Coordination for the use of an interpreter will be done by the designated investigative agencies. All interpreters will be required to provide a copy of their certification/license, sign the Pledge of Confidentiality as well as the Guidelines for Interpreters during a Forensic Interview form.

H. Post Interview Procedure

After the interview, the interviewer, family advocate, law enforcement, and/or CPS (case team) should meet to discuss the outcome of the interview, clarify any questions or concerns regarding the case and identify any additional needed services.

Law Enforcement will provide, if any, an offense category for CACHC record keeping. A family advocate may share information gathered through their assessment of the non-offending parent/guardian with the case team. Following that meeting, Law Enforcement and/or CPS should meet with the parent or guardian to explain the outcome of the interview and answer any questions them may have.

When relevant, the case team will discuss and determine the need for a medical evaluation or if an evaluation has already been performed. If the examination was completed, CACHC will document when and where it was done. If one has not been done, and one is needed, CACHC staff may facilitate scheduling the medical evaluation on- site or off-site.

I. Subsequent Interview

A subsequent interview is an interview to supplement the initial completed forensic interview.

While it is the CACHC's goal to minimize the number of interviews per child, if a MDT member believes that a subsequent interview is necessary, the procedure shall be as follows:

1. Case Team should confer and discuss the need for a subsequent interview and reach a consensus.

2. If an audio/video recording and/or written statement interview has been conducted by CPS or a law enforcement agency with the victim(s), the audio/video recording and/or written statement will be provided to the jurisdiction involved in the joint investigation (Pursuant to Section 261.301 of the Texas Family Code) case prior to a subsequent interview. If the follow-up/repeat interview is agreed upon by the case team, the case team should agree upon the parameters of this interview.

3. CACHC will seek the assistance of the District Attorney's Office when a consensus is not met with the case team.

J. Multi-Session Forensic Interview (MSFI)

A multi-session forensic interview is one forensic interview completed over multiple sessions for children and cases with special considerations. Special Considerations include:

1. Children with disabilities
2. Children from diverse cultural backgrounds

3. Preschool Children
4. Children who have experienced extreme trauma
5. Children who are victims of human trafficking

The case team should make the decision to have a MSFI conducted in place of a traditional forensic interview. A MSFI should only be conducted with a unanimous case team support.

Prior to scheduling a MSFI for a courtesy law enforcement jurisdiction, the partner agency scheduling the appointment, or CACHC staff should consult with the designated investigative agency for MSFI approval.

All MSFI successive sessions will be coordinated through the forensic interview and will be scheduled promptly.

Multi-Session Forensic Interview Work Product

An original DVD will be created after each successive session of a MSFI. The DVDs will be stored by the forensic interviewer at the CACHC under double lock until the MSFI has concluded.

The forensic interviewer will make a full color copy of the original work product completed during the MSFI for **each** successive session. All work product will be stored by the forensic interviewer under double lock at the CACHC until the MSFI has concluded.

K. Video Recordings

Interviews conducted at the Children's Advocacy Center of Hidalgo County, Inc.-Estrella's House with victims will be video recorded pursuant to **Texas Family Code Section 261.302. (For further details see Texas Code Criminal Procedures Ann. § 38.071).**

~~Interviews will be burned on to a DVD and one original DVD will be provided to each~~ investigative agency. An original video recording and copies of all work products used during the interview (i.e. anatomical drawings) may be created for the District Attorney's Office on a case by case basis or as requested by the designated/assigned prosecutor.

Each DVD will be labeled with the following:

- Date of the Interview
- CACHC Case Number
- Victim's Name
- Law Enforcement and/or CPS Case Number and assigned Investigator
- Name of the Forensic Interviewer

CPS and law enforcement investigators will sign and date CACHC records that reflect that an original DVD recording was provided.

CACHC will not store any audio/video recording/DVD interviews at the center. Should a case team member not be present for the recording of the forensic interview, the DVD/Video recording(s) will be turned over to law enforcement and/or CPS and/or Prosecutor present at that time of the recording.

L. After Hour Forensic Interviews

On a case-by-case basis MDT members will assess whether it is in the **best interest of the child** to conduct a child forensic interview after hours (e.g., night and/or weekends). CACHC on call staff will consider the following when scheduling after hour interviews:

1. Allegations
2. Time of requested interview
3. Child's health and emotional state at the time of request.
4. Availability of staff
5. Case details

MDT members will contact the CACHC through the 24-hour, seven day a week answering service at telephone number 956-287-9754 for emergency Forensic Interviews or Medical Evaluations. When the interview cannot be conducted after hours, priority will be given to the case and it will be scheduled at the earliest date and time feasible and agreeable to all agencies involved.

M. Mobile Equipment/Off-site Interviews

Off-site Forensic Interviews will be available on a case-by-case basis through the use of the CACHC portable equipment. Off-site forensic interviews will be conducted in an appropriate environment conducive to audio and video recording. CACHC staff and MDT member(s) will ensure that the location of where the interview will be conducted will be to the best of their ability and appropriate for the child to be interviewed.

FAMILY ADVOCACY AND VICTIM SUPPORT

The focus of family advocacy and victim support is to help reduce trauma for the child and non-offending caregivers/family members and to improve outcomes. Coordinated victim advocacy services encourage access to, and participation in investigation, prosecution, treatment and support services and thus are a necessary component in the MDT's response.

A. Assessment

The family advocate will conduct an assessment with the parent/legal guardian present to determine the need for services relating to the investigation of abuse for their child and/or the parent/guardian. They will also assess the child's and non-offending caregiver's/family's attitudes and feelings about participation in the investigation/prosecution.

B. Information and Referral

The family advocate will provide relevant educational literature/information which may include:

- Information about the Children's Advocacy Center
- Educational literature/information related to child abuse and services provided
- Off-site available resources
- Referrals for counseling services on-site or off-site
- Victim's Rights
- Provide information about the investigation process
- Texas Crime Victim's Compensation as well as assistance with the completion and submission of the application.
- Victim Identification and Notification Everyday (VINE) as well as assistance with the registration process.

C. Crisis Intervention

The family advocate may provide crisis intervention and support at all stages of the investigation and prosecution process for the victim and their non-offending family members.

D. MDT Case Review Meetings

The family advocate will attend and/or coordinate MDT case review meetings. They will provide updates to the non-offending family members on case status, continuances, dispositions, sentencing, and offender release from custody when appropriate. The family advocate will also provide MDT updates regarding the victim and/or the caregiver/family status during case review meetings.

E. Family Follow Up

The family advocate and/or other CACHC staff will conduct a follow-up telephone call with the victim or the victim's non-offending family member within 72 hours after their visit to the CACHC.

F. Accompaniment

The family advocate may be available to the victim and/or the non-offending family members for accompaniment to court, medical and/or other types of accompaniment related to the investigation or prosecution of their case.

MENTAL HEALTH SERVICES

It is preferred practice of the CACHC – Mental Health Services to provide on-site debriefing, crisis intervention, and specialized trauma-focused mental health services to victims of abuse and their non-offending caregivers/family members. Priority will be given to victims that have received other CACHC services; however, outside referrals will be allowed on a case by case basis.

A. On-site debriefing: CACHC staff will conduct debriefings with victims and non-offending caregivers/family members as needed after all forensic services have been completed to allow the victim to express their experience and feelings about forensic interview and/or medical evaluation. During the process CACHC Staff will identify the needs for mental health services, evaluate the need for immediate crisis intervention and formulate recommendations for additional services.

B. Crisis intervention: A trained CACHC staff will evaluate the victim and/or non-offending caregivers/family members for risk of self-harm or suicide when appropriate. Staff will discuss findings, concerns and/or action plans with the non-offending caregivers/family members and/or investigators present.

C. On-site Counseling:

1. Referrals: A request for Mental Health Services must be made by completing a Counseling Referral Form. Internal referrals will be made by the family advocate. Partner agencies wishing to make outside referrals can contact a member of the CACHC Mental Health department to make a referral.

   Information required to initiate a referral:
   a. Victim name, date of birth, home address.
   b. Legal guardian name and phone number.
   c. Identified symptoms/behavioral changes.
   d. Contact information for CPS and Law Enforcement investigators (if applicable)
   e. Date of CACHC Interview (if applicable)
   f. Alleged Offense (if applicable)
   g. Name/Relation of Alleged Perpetrator (if applicable)

2. Intake Appointment: The following documentation is required (if applicable) prior to the intake appointment:

   a. Social Security Card
   b. Insurance Card
   c. Divorce Decree
   d. Child Support Order
   e. Crime Victim's Compensation Approval Letter

3. Counseling: CACHC staff will provide individual, group, and family counseling to victims of abuse and/or non-offending caregivers/family members. Evidenced-based and other practices will be used to reduce the emotional trauma and the risk of future abuse to help victims overcome their psychological difficulties and achieve optimal growth and development.

   On a case by case basis counseling services may be provided to victims and/or their non-offending caregivers/family members off site at their home, CACHC satellite office or school of residence.

Victims and non-offending caregivers/family members needing specialized treatment and/or extended therapeutic treatment will be referred to other professionals in our community, if their needs cannot be met at the center.

D. Referrals to Off-site Mental Health Providers:
A separate Mental Health Provider Memorandum of Understanding (MHP-MOU) is established between the CACHC and local mental health providers to provide individual, group, and/or family counseling to victims of abuse including children and non-offending caregivers/family members.

CACHC staff will coordinate the initial appointment for the off-site service to assist family members, before leaving the center. A referral list of Mental Health providers will be provided to the non-offending caregivers/family members, should they decline services at the CACHC and/or do not leave with an initial appointment made with the off-site service.

Local mental health providers are requested to submit a clinical tracking form explaining the treatment goals, progress or lack of progress in treatment, and any concerns needing to be addressed by the Multi-disciplinary Team, during the initial month, and every three months thereafter as part of the MHP-MOU requirements.

E. Multi-Disciplinary Team (MDT)
CACHC Mental Health staff will be involved with case management and case review process (i.e. referral, follow-up, communication with mental health providers, and continued communication with Multi-disciplinary Team members) to ensure client needs have been met.

F. Mental Health Records
CACHC will keep clinical/mental health records in accordance with state and federal laws and board policy regarding Retention of Records. Client's mental health records are kept confidential. CACHC will not release client information without the proper authorization by the client/client's guardian. Records are made available through the subpoena process.

MEDICAL EVALUATION SERVICES

A. On-site Sexual Assault Exam Referral:

MDT member requesting a sexual assault examination is required to schedule an appointment with CACHC staff. The CACHC staff will gather pertinent information from the referring agency necessary to complete the intake process.

Information Required at Intake:

1. Allegations
2. Identifying information for victim, non-offending caregiver/family member, and alleged perpetrator
3. Type of exam requesting
4. Individual transporting the victim
5. Victim's address/city
6. Additional investigative agency involved (CPS or Law enforcement), case number, and investigator assigned
7. Contact phone number for investigator(s) involved
8. Case Priority

B. Non-Acute Examinations

A non-acute is an assault occurring 96-hours or more prior to the report and without indications of trauma: All non-acute assault examinations of child clients may be scheduled through the CACHC and conducted by a SANE at the CACHC. In the event of urgency and the CACHC's schedule does not permit for the examination, the investigative agency with legal jurisdiction in the case will schedule the exam with the SANE at their affiliated hospital.

C. Acute Examinations

An acute assault occurring within 96 hours of the report and presenting with trauma **WILL NOT be seen at the CACHC unless the child has been medically cleared by their private physician or by the local ER physician.**

1. CASES PRESENTING INITIALLY TO LAW ENFORCEMENT OR CHILD PROTECTIVE SERVICES: The agency receiving the initial report will refer the child to the Emergency Room for immediate assessment and treatment by ER personnel. When necessary, law enforcement will transfer the child to the hospital for treatment.

2. CASES PRESENTING INITIALLY TO HOSPITAL EMERGENCY ROOM: ER personnel should attempt to contact SANE on staff and, if available, request their participation with the examination.

CACHC provides a 24-hour, seven day a week answering services telephone number (956-287-9754) for partner agencies (MDT members) to call for emergency medical evaluations.

The investigative agency will set up an appointment for the victim and the examination should be conducted in a timely manner, preferably after the child forensic interview. The MDT members discuss and agree to the need for medical exams to be scheduled at the same day as the interview (When feasible). MDT (Law Enforcement and CPS Investigators) members will inform the parents that a medical examination is needed. The victim will be seen at the CACHC or at a local hospital for cases identified as non-acute and acute as described above (section B & C above). Calls received by the CACHC that are classified as an acute case will be recommended to be scheduled with a local hospital.

D. Reimbursement for Sexual Assault Exams:

A law enforcement agency that requests a medical examination of a victim of an alleged sexual assault for the use in the investigation or prosecution of the offense will pay costs of the examination, pursuant Article 56.06 (A) Texas Criminal Code of Procedures and within the state approved allowance.

E. Sexual Assault Examiner's Fee

A physician, nurse practitioner, or physician assistant that is specifically educated in sexual assaults or a sexual assault nurse examiner as defined by Section 420.003, Texas Governor Code, must perform the exam. Examination cost may be reimbursed to law enforcement agency by the Office of the Attorney General.

F. Off-Site Sexual Assault Exams

When CACHC Sexual Assault Nurse is not available, assistance by CACHC will be provided for off-site referral to local hospital.

MDT CASE REVIEW MEETINGS

MDT case review meetings are required by the Texas Family Code Section 264.406 and CAC of Texas Standards. The purpose of case review meetings are to ensure that each case is worked from its onset through a cooperative and effective effort by the signatory agencies and CACHC staff.

A. Location
MDT case review meetings will be conducted at the CACHC or other announced locations,

B. Coordination and Facilitation
Case review meetings will be coordinated by CACHC and facilitated by the CACHC MDT Chairperson or Co-Chair Person and/or a Forensic Interviewer.

C. Attendees
MDT case review will be attended by representatives of each signatory agency who are involved with the respective cases set for review.

D. Case Selection
Cases will be selected for review based on offense/outcry after a forensic interview and/or after a medical evaluation. Cases may also be reviewed by MDT request.

E. Special Case Review Meetings
Under special circumstance the CACHC will assist in the coordination of a special case review meeting to include, but not limited to:

1. Sexual assault involving multiple non-related victims in an institutional setting (i.e., day care, school and church).
2. Cases of physical/sexual abuse where the alleged perpetrator is an employee of one of the five signatory agencies, or state, Federal or Local government, or school district.
3. Any specific case requested by a signatory agency or CACHC.

F. Frequency of Meetings
Case review meetings will typically be scheduled biweekly, however, no less than once a month.

G. Agendas
The CACHC will prepare an agenda with identified cases to be reviewed and distribute it to identified MDT members involved with those cases. The agenda will be distributed only to those identified MDT members through a secured business e-mail and/or fax.

H. Case Review Recommendations
Designated CACHC staff will follow up on MDT recommendations identified during MDT case review meetings.

COURT ACCOMPANIMENT AND COURT PREPARATION

A CACHC family advocate who is familiar with the victim and their family may be available to accompany victims in CACHC cases to court, to provide them support during trials or hearings. The prosecuting attorney assigned a CACHC case should notify the CACHC family advocate when that case is scheduled for a trial and/or a hearing that the child victim will be required to attend.

CULTURAL COMPETENCY AND DIVERSITY

Cultural competency is defined as the capacity to function in more than one culture, requiring the ability to appreciate, understand and interact with members of diverse populations within the local community.

The CACHC will promote the highest levels of performance and integrity. They will provide services to a diverse population regardless of gender, ethnicity, race, color, creed, religion, sexual orientation, national origin, age, physical or mental challenges, marital status or any other cultural descriptors.

VOLUNTEER AND INTERNSHIP PROGRAM

A CACHC volunteer/intern must be 18 years of age or older in order to provide direct services. Volunteers under the age of 18 may assist with duties that do not include direct services to victims or their non-offending family members.

The CACHC Executive Director may approve the volunteer/intern candidate upon completion of the following:

1. Completed CACHC volunteer/internship application
2. Successfully pass a Child Abuse/Neglect Registry and DPS Criminal History Check
3. Reference check
4. Personal Interview
5. Current Resume/Curriculum Vitae
6. Signed Pledge of Confidentiality

Once accepted as a CACHC Volunteer/Intern, they will participate in a CACHC Orientation and training.

CONFIDENTIALITY

The files, reports, records, communications, and working papers used or developed in providing communications, and working papers used or developed in providing services under this Chapter are confidential and not subject to public release under Chapter 552, Government Code, and may only be disclosed for purposes consistent with Chapter 264. All State and Federal confidentiality laws will be followed in connection with this agreement. Disclosure may be to:

1. The Texas Department of Family and Protective Services (DFPS), department employees, law enforcement agencies, prosecuting attorneys, medical professionals, and other state agencies that provide services to children and families; and,

2. The attorney for the child who is the subject of the records and a court-appointed volunteer advocate appointed for the child under Section 107.031. Information related to the investigation of a report of abuse or neglect under Chapter 261 and services provided as a result of the investigation is confidential as provided by Section 261.201.

3. DFPS, a law enforcement agency, and a prosecuting attorney may share with center information that is confidential under Section 261.201 as needed to provide services under this Chapter. Confidential information shared with or provided to the center remains the property of the agency that shared or provided the information to the center.

4. Courtesy services will be provided to other federal and state law enforcement agencies other than those identified in this protocol when appropriate. These agencies will be required to sign a statement of confidentiality prior to participating in any program service.

5. The video recorded interview of a child made at the center will become property of the prosecuting attorney involved in the criminal prosecution of the case involving a child. If no criminal prosecution occurs, the video recorded interview is the property of the attorney involved in representing the department in a civil action alleging child abuse or neglect. If the department is not investigating or has not investigated the matter, the video recorded interview is the property of the agency that referred the matter to the center.

CONFLICT RESOLUTION

In the event of a conflict arising between team members in regard to management of cases, conducting of interviews, staffing of cases, etc. the CACHC Executive Director shall contact the agency supervisors whom have authority over the individuals involved in the conflict/complaint.

The Executive Director will provide in writing specific information about the nature and context of the conflict/complaint. Each agency supervisor will have sole authority in determining what, if any, action will be taken toward the individual team members involved, in effort to resolve the conflict. In the event either agency involved deems a

greater urgency, a called meeting of all agency supervisors may be requested, scheduled and conducted.

When conflict resolution cannot be achieved between the MDT members after exhausting all other means, the heads of the respective agencies are contacted by the CACHC Executive Director to assist with the resolution of the conflict.

RE-EXECUTION OF THE MEMORANDUM OF UNDERSTANDING

To be in compliance with the Texas Standards for the Children's Advocacy Centers, the CACHC memorandum of understanding must be re-executed at a minimum every three years and upon significant changes to the document or upon a change of authorized partner agency signatories.

REVIEW, REVISION, RE-EXECUTION OF MDT INTERAGENCY WORKING PROTOCOL

To be in compliance with the Texas Standards for the Children's Advocacy Centers, the CACHC Interagency working protocol must be reviewed, revised and re-executed by partner agencies, at a minimum every three years or upon significant changes to the document or upon a change of authorized partner agency signatories. This agreement can be terminated by any party without cause by giving written notice to the other parties.

All partner agencies, MDT members and CACHC staff will be notified of the review and revision process.

Signatures

We the undersigned have read and understood the interagency protocols for case processing and management of the Children's Advocacy of Hidalgo County, Inc.–Estrella's House as partner agencies, agree to fully execute the Interagency Working Protocols.

EXECUTED this _____Day of_____, 2015 and will be in force for three (3) years.

Hidalgo County District Attorney's Office
Ricardo Rodriguez, District Attorney

Judge Mario E. Ramirez, Jr. Juvenile Justice Center
Israel "Buddy" Silva, Jr., Chief Juvenile Probation Officer

Texas Department Of Family and Protective Services-Child Protective Services
Lisa Black, CPS Assistant Commissioner

Texas Department Of Family and Protective Services-Child Care Licensing
Paul Morris, CCL Assistant Commissioner

Texas Department Of Family and Protective Services-Adult Protective Services
Beth Engelking, APS Assistant Commissioner

Children's Advocacy Center of Hidalgo County Inc.-Estrella's House
Victoria Medina, Executive Director

Alton Police Department
Enrique Sotelo, Police Chief

Alamo Police Department
Arturo Espinoza, Police Chief

Edcouch Police Department
Eloy Cardenas, Police Chief

Donna Police Department
Ruben De Leon, Police Chief

Elsa Police Department
Primitivo Rodriguez, Police Chief

Edinburg Police Department
Rolando Castañeda, Police Chief

Signatures Continued

Hidalgo Police Department
Rodolfo "Rudy" Espinoza, Police Chief

Hidalgo County Sheriff's Office
J.E. "Eddie" Guerra, Sheriff

La Villa Police Department
Victor Garcia, Police Chief

La Joya Police Department
Ramon Gonzalez, Police Chief

Mercedes Police Department
Olga Maldonado, Police Chief

McAllen Police Department
Victor Rodriguez, Police Chief

Palmhurst Police Department
Michael A. Vela, Police Chief

Mission Police Department
Robert Dominguez, Police Chief

Peñitas Police Department
Roel Bermea, Police Chief

Palmview Police Department
Christopher Robert Barrera, Police Chief

Progreso Police Department
Alberto Rodriguez, Police Chief

Pharr Police Department
Ruben Villescas, Police Chief

Sullivan City Police Department
Miguel Martinez, Police Chief

San Juan Police Department
Juan Gonzalez, Police Chief

Weslaco Police Department
Stephen Mayer, Police Chief

From: "Rosie" <rosieg@hidalgoso.org>
To: "Manuel Chapa" <manuel.chapa@co.hidalgo.tx.us>
Sent: Friday, July 31, 2015 1:13:39 PM
Subject: FW: legal review

Manuel,

Legal review for Estrella's House, AI #50717
Please attach.

Thanks,

Rosie Gonzalez
Accountant III
Hidalgo County Sheriff's Office

Office: (956) 292-2950
Fax: (956) 393-6027
Email: rosieg@hidalgoso.org
From: Gabriel Castaneda [mailto:gabriel.castaneda@hidalgoso.org]
Sent: Friday, July 31, 2015 8:58 AM
To: 'Rosie'
Cc: richard.ozuna@hidalgoso.org
Subject: FW: legal review

Ms. Rosie
Here is the legal review on this item.

G. Castañeda

From: Victor M. Garza [mailto:victor.garza@da.co.hidalgo.tx.us]
Sent: Thursday, July 30, 2015 4:03 PM
To: 'Gabriel Castaneda'
Cc: josephine.ramirez@da.co.hidalgo.tx.us; 'Mario Lopez'
Subject: legal review

Chief Castaneda,

Thank you for your request. Our office reviewed the Children's Advocacy Center of Hidalgo County – Estrella's House Interagency Memorandum of Understanding & Interagency Working Protocol, and approve as to the form of the MOU.

Please let me know if we may be of further assistance.

Sincerely,

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

AI-50738 **Executive Office** **9. B.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and action to update Department Liaisons List to include Executive Office to County Judge

BACKGROUND

Fiscal Impact

Attachments

LIST

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/31/2015 03:59 PM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM

Form Started By: Monica Badillo Started On: 07/31/2015 03:11 PM

Final Approval Date: 07/31/2015

6. **County Judge's Office:**

A. **AI-49431** Update on 2015 Legislative activities

Michael Leo, County Judge's Office, informed the Court that Bobby Villarreal will be sending an email to the Court and its Chiefs with any Legislative activity updates. Jesse Ozuna, Precinct 4, informed the Court that the Colonia Lighting Bill in the Senate and the House is reporting favorably on the calendars. The Court Document Filing Bill has gone to State Affairs and may be on the calendar for vote by next week.

B. **AI-49180** Proclamation declaring May 7, 2015 as National Day of Prayer in Hidalgo County

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

C. **AI-49460** Approval of Proclamation declaring April as National Donate Life Month in Hidalgo County.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

D. **AI-49461** Approval of Resolution in honor of the 135th anniversary of Edwards Abstract and Title Company, celebrating the continued success of this Edinburg-based small business.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

E. **AI-49318** Discussion, consideration, and action regarding assignment of Department Liaisons.

Mr. Guerra announced read the Department Liaisons as follows:

Judge's Office: Drainage District, Human Resources, Budget, Indigent Defense, and Public Defender
Precinct 1: Urban County, Purchasing, and Planning
Precinct 2: Health and Human Services, Elections Department, and Law Library
Precinct 3: Community Service Agency (CSA), Health Insurance, Worker's Comp., Safety, Facilities Management, and Fire Marshal
Precinct 4: Head Start, Texas Agrilife, Veterans Service Department, and I.T., and WIC

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval to assign Department Liaisons as listed above.

Vote: 5 - 0 - Unanimously

7. **District Attorney's Office:**

AI-50736 **Executive Office** **9. C.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Appointment of representative to the Amigos Del Valle Board.

BACKGROUND

Fiscal Impact

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/31/2015 02:57 PM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM

Form Started By: Monica Badillo Started On: 07/31/2015 02:33 PM

Final Approval Date: 07/31/2015

Amigos Del Valle, Inc.

1116 North Conway Avenue
Mission, Texas 78572
Phone (956) 581-9494
Fax (956) 581-7743

RECEIVED
JUL 23 2015
COUNTY JUDGE

BOARD OFFICERS
RICHARD MOLINA
City Commissioner, Edinburg
President
GERARDO "JERRY" TAFOLLA
City Commissioner, Weslaco
Vice President
SONIA GALLEGOS
Mayor Pro-Tem, Donna
Secretary
CARLA M. RODRIGUEZ
Grant Administration Director, McAllen
Treasurer
EMILIO VERA, JR.
Member At-Large, Willacy County
Immediate Past President

BOARD MEMBERS
ELEAZAR J. ROMERO
Member At-Large, Hidalgo County
JOEY TREVINO
Member At-Large, Cameron County
JAVIER RODRIGUEZ
Community Development Block Grant, Pharr
EDUARDO "EDDIE" CANTU
County Commissioner, Hidalgo County
EDUARDO GONZALES
County Commissioner, Willacy County
ABEL MORALES
Representative, Cameron County
MICHAEL WARRIX
Planning Director, Brownsville
ARMANDO LOPEZ
City Commissioner, Mercedes
NORIE GARZA
Mayor Pro Tem, Mission
CHRIS TAMEZ
City of Raymondville
ANTONIO GONZALES
Mayor Pro Tem, San Benito
SHAY CANTU
City Commissioner, San Juan
RUBEN DE LA ROSA
City Commissioner, Harlingen
OMAR QUINTANILLA
Frost Bank, Vice-President
Finance / Banking
NORBERTO "BETO" SALINAS
Member Emeritus

EXECUTIVE DIRECTOR
DR. MANUEL OCHOA

July 17, 2015

Honorable Judge Garcia:

Thank you for the support the County of Hidalgo has provided for Amigos Del Valle, Inc. (ADV) for the fiscal year 2014-15. As a non-profit organization ADV continues to deliver results to those in most need around the Rio Grande Valley region. Commissioner Eduardo Cantu, the representative for Hidalgo County, appointment to the Amigos Del Valle Board continues to provide leadership and is a great asset to the Board of Directors for the agency. Please accept this letter as an official request for your City's appointment(s) for next year's Board of Directors. The deadline for submission of your appointment is Friday, August 28, 2015.

Please submit the following information on your board appointment:

- Name of Representative/Alternative
- Elected position and/or job title,
- Personal Address & Social Security Number
- Contact information (phone number & email address)

Again thank you for your support. If you have any questions, please do not hesitate to contact me or Ms. Anita Jenny at your earliest convenience at (956) 581-9494, Extension 110.

Respectfully,

Dr. Manuel Ochoa

Manuel Ochoa, Ed. D.
Executive Director

EQUAL HOUSING OPPORTUNITY

"Celebrating 40th Anniversary"
1974 - 2015

AI-50662 **Executive Office** **9. D.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Valde Guerra, EXECUTIVE OFFICE

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of request by City of Edinburg Fire Department for use of Administration Building Parking Lot located at SE corner of South Business Hwy. 281 and Canton Rd., fka, KMart to conduct their annual hose tests on Monday, August 10, 17, 24 & 31, 2015 from 5:30 pm to 10:00 pm

BACKGROUND

Fiscal Impact

Attachments

request

ins

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/29/2015 03:07 PM
Auditor's Office	Veronica Ortiz	07/29/2015 03:10 PM
Purchasing Department	Marty Salazar	07/30/2015 01:42 PM
Form Started By: Monica Badillo		Started On: 07/29/2015 11:26 AM
Final Approval Date: 07/30/2015		

Edinburg Fire Department

P.O. Box 1079 • 212 West McIntyre Street
Edinburg, Texas 78539
Office: (956) 383-7691 ♦ Fax: (956) 289-1853

July 7, 2015

Valde Guerra, Executive Officer
Hidalgo County

Dear Mr. Guerra,

The City of Edinburg Fire Department will be conducting its annual hose test on all the fire hose in the fire department inventory. As in the past, you have allowed us to use the parking lot of your annex building located at 2802 S. Highway 281 (Canton Road & Business 281) in order to conduct these tests'. We are cordially requesting the use of that parking area for Monday August 10, 17, 24, and 31 from 5:30 pm until 10pm on the dates requested. The Edinburg Fire Department will secure the area and deny entry while we are conducting the hose testing. The City of Edinburg is insured as well as having insurance on the vehicles and the personnel that will be present at the testing. This facility allows us to perform this testing in a safe environment and keeps us accessible to the city for emergency response to incidents. We greatly appreciate your assistance.

If you have any questions, please contact me at 956-279-8056 or at bperez@cityofedinburg.com. You can also contact Fire Chief Shawn Snider who will be the Officer in Charge for the testing at 956-605-0760 or at ssnider@cityofedinburg.com.

Respectfully,

Ubaldo D. Perez, C.F.E.
Deputy Chief/Asst. EMC

TML
INTERGOVERNMENTAL RISK POOL

Certificate of Coverage

TMLIRP Contract Number:	9460

Member:

Edinburg
Ms. Christina Flores
HR Director
PO Box 1079
Edinburg, Texas 78540-1079

Company Affording Coverage:

Texas Municipal League Intergovernmental Risk Pool (TMLIRP)
PO Box 149194
Austin, TX 78714-9194
(512) 491-2300 or (800) 537-6655
Fax: (512) 491-2404

Certificate Holder:

County of Hidalgo
Annex Building
100 North Closner Boulevard
Edinburg, Texas 78539

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.

Workers' Compensation

Effective Date: 10/1/2014 Anniversary Date: 10/1/2015

Limits of Liability: Statutory

DESCRIPTION:

Confirmation of coverage for the City of Edinburg Fire Department's use of the parking lot located at the Higalgo County Annex Building ,2802 South Highway 281, Edinburg, Texas, for Annual Testing, August10, 17, 24, 31, 2015, 5:30 p.m. to 10:00 p.m.

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative

Louis R. Canales Jr.

Date Issued

7/9/2015

X119
10/15/08

TML
INTERGOVERNMENTAL RISK POOL

Certificate of Coverage

TMLIRP Contract Number:	9460

Member:
Edinburg
Ms. Christina Flores
HR Director
PO Box 1079
Edinburg, Texas 78540-1079

Company Affording Coverage:
Texas Municipal League Intergovernmental Risk Pool (TMLIRP)
PO Box 149194
Austin, TX 78714-9194
(512) 491-2300 or (800) 537-6655
Fax: (512) 491-2404

Certificate Holder:
County of Hidalgo
Annex Building
100 North Closner Boulevard
Edinburg, Texas 78539

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.

General Liability	Effective Date:	10/1/2014
	Anniversary Date:	10/1/2015
Limits of Liability (Each Occurrence):		$2,000,000
Sudden Events Involving Pollution (Each Occurrence):		$2,000,000
Annual Aggregate:		$4,000,000
Deductible per Occurrence:		$5,000
Law Enforcement Liability	Effective Date:	
	Anniversary Date:	
Limits of Liability (Each Occurrence):		
Annual Aggregate:		
Deductible per Occurrence:		
Errors and Omissions Liability	Effective Date:	
	Anniversary Date:	
Limits of Liability(Each Wrongful Act):		
Annual Aggregate:		
Deductible per Occurrence:		
Auto Liability	Effective Date:	10/1/2014
	Anniversary Date:	10/1/2015
Limits of Liability (Each Occurrence):		$2,000,000
Deductible per Occurrence:		$0
Auto Physical Damage	Effective Date:	10/1/2014
	Anniversary Date:	10/1/2015
Limits of Liability:		ACV or Agreed Value as scheduled
Collision Deductible:		$500
Comprehensive Deductible:		$500

	Yes	No
Loss Payee:		X

Real & Personal Property	Effective Date:	
	Anniversary Date:	
Limits of Coverage:		
Deductible per Occurrence:		
Mobile Equipment	Effective Date:	
	Anniversary Date:	
Limits of Coverage:		
Deductible per Occurrence:		
Boiler & Machinery - Broad Form	Effective Date:	
	Anniversary Date:	
Per Accident Limit:		
Deductible per Occurrence:		

	Yes	No
Mortgagee		
Loss Payee		
Loan Number:		

Year/Make/Model	VIN	Value
Loan Number:		

DESCRIPTION:
Confirmation of coverage for the City of Edinburg Fire Department's use of the parking lot located at the Higalgo County Annex Building ,2802 South Highway 281, Edinburg, Texas, for Annual Testing, August10, 17, 24, 31, 2015, 5:30 p.m. to 10:00 p.m. General Liability/Automobile Liability (City owned) are primary.

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative

Louis R. Canales, Jr.

Date Issued

7/9/2015

X102
10/15/08

AI-50669 **Executive Office** **9. E.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from American Access Casualty Company in the amount of $110.10 to settle auto accident claim with County vehicle. (Sheriff Office)

BACKGROUND

DOI: 02/17/15 Acct #: 5-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

American Access Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/29/2015 03:09 PM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM
Form Started By: Aida Alvarez		Started On: 07/29/2015 02:50 PM
Final Approval Date: 07/31/2015		

WARNING – THIS CHECK IS PROTECTED BY SPECIAL SECURITY FEATURES

VOID VOID VOID

AMERICAN ACCESS
CASUALTY COMPANY
1S450 Summit Avenue, Suite 230
Oakbrook Terrace, IL 60181

The Private Bank
Chicago, IL 60602
2-6487/710

CHECK NUMBER
0000346867

Claims Account

VOID AFTER 180 DAYS

07/16/15

PAY ONE HUNDRED TEN DOLLARS & 10/100

$ 110.10

To The Order Of
The County of Hidalgo, Texas
9805 North 10th Street
McAllen, TX 78504

Memo CLM 1502264023 DL 02/17/2015 EC

AUTHORIZED SIGNATURE

SECURE FEATURES INCLUDE INVISIBLE FIBERS • MICROPRINTING • VOID PANTOGRAPH • ENDORSEMENT BACKER • CHEMICAL REACTANT

⑈0000346867⑈ ⑆071006486⑆ 2185034⑈

AMERICAN ACCESS CASUALTY COMPANY

CHECK NUMBER 0000346867
CHECK DATE 07/16/15

The County of Hidalgo, Texas
9805 North 10th Street
McAllen, TX 78504

Invoice Date	Invoice No.	Description	Invoice Amt.
07/15/15	519665	CLM 1502264023 DL 02/17/2015 EC Attn: Safety Division Our Claim 1502264023	110.10

AMERICAN ACCESS CASUALTY COMPANY

CHECK NUMBER 0000346867
CHECK DATE 07/16/15

The County of Hidalgo, Texas
9805 North 10th Street
McAllen, TX 78504

Invoice Date	Invoice No.	Description	Invoice Amt.
07/15/15	519665	CLM 1502264023 DL 02/17/2015 EC Attn: Safety Division Our Claim 1502264023	110.10



AMERICAN ACCESS
CASUALTY COMPANY

July 15, 2015

County of Hidalgo, Texas

Re:	Claim Number:	1502264023
	Policy Number:	42AU000178602
	Date of Loss:	02/17/2015
	Our Insured:	ESTEBAN GARCIA and CELIA TORRES
	Your Insured:	County of Hidalgo, Texas

Dear Sir/Madam,

Enclosed please find the General Release of All Property Damage Claims in the agreed upon amount of $110.10 Once we have received the releases we will issue payment.

If you have any questions, please call me at (630) 908-1896.

Sincerely,

Erika Coleman
Claim Department
630-645-7486 fax

2211 Butterfield Rd Suite 200 ♦♦ Downers Grove♦♦Illinois♦♦ 60515
630*645*7755 Phone
630*645*7486 Fax

AI-50706 **Executive Office** **9. F.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Valde Guerra, EXECUTIVE OFFICE

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Re-Appointment of Valde Guerra to represent the County of Hidalgo on the City of Donna's Tax Increment Reinvestment Zone #2 (TIRZ) Board of Directors

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/30/2015 03:25 PM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM

Form Started By: Monica Badillo Started On: 07/30/2015 03:03 PM

Final Approval Date: 07/31/2015

AI-50715 **Executive Office** **9. G.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted By: Marcie Jackson, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Requesting discussion/notification of Hidalgo County's Border Colonia Access Program's intent to exercise extension as provided under current contract through Amendment No. 9, under the same terms and conditions. Amendment would result in contract being extended commencing August 31, 2015 through February 28, 2017 to allow time for completion of construction projects.

BACKGROUND

Txdot is in final stage of Amendment preparation, once approved by Austin & (subject to legal review) it will be submitted to commissioner's court 8/18/2015 meeting for approval and execution.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/31/2015 10:10 AM
Manuel Chapa	Manuel Chapa	07/31/2015 11:16 AM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM

Form Started By: Marcie Jackson Started On: 07/31/2015 08:41 AM

Final Approval Date: 07/31/2015

AI-50739 **Human Resources** **10. A.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

County Judge (1100):

1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.

2. Discussion, consideration, and approval to create one full-time position as follows, effective next pay period of 08/10/2015:

Action	Slot#	Dept/Prog	Position Title	Proposed Budgeted Salary
Create	0038	110-006	County Executive Director	$92,000.00

3. Approval of interdepartmental transfer.

4. Approval to revise the salary schedule in accordance to Commissioners' Court action.

1. Discussion, consideration, and approval of the following personnel actions, effective next pay period of 08/10/2015:

Action	Slot #	Dept/Prog	Position Title	Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Net Diff
Title Change	0002	110-006	Chief Administrator	$83,883.00	Chief Deputy	$83,883.00	-0-
Reclassification	0003	110-006	Asst Chief Administrator	$70,040.00	Asst Chief Deputy	$73,000.00	$2,960.00
Salary Adj	0007	110-006	Executive Asst III	$61,800.00	Executive Asst III	$62,060.00	$260.00
Reclassification	0011	110-006	Executive Assistant	$50,117.00	Constituent Svcs Spec III	$51,520.00	$1,403.00
Reclassification	0012	110-006	Administrative Assistant	$43,260.00	Research Spec II	$44,460.00	$1,200.00
Reclassification	0018	110-006	Administrative Aide II	$46,397.00	Administrative Supv II	$50,011.00	$3,614.00
Reclassification	0024	110-006	Administrative Assistant	$41,200.00	Administrative Spec III	$42,281.00	$1,081.00
Reclassification / Add auto allowance	0028	110-006	Executive Assistant III	$59,740.00 $0.00	Economic Dev Director	$68,000.00 $4,000.00	$8,260.00 $4,000.00

Reclassification	0029	110-006	Administrative Asst III	$36,050.00	Administrative Spec II	$32,770.00	<$3,280.00>
Reclassification	0031	110-006	Executive Assistant II	$51,500.00	Constituent Svcs Spec IV	$53,000.00	$1,500.00
Reclassification	0032	110-006	Economic Dev Planner I	$52,002.00	Research Spec II	$46,200.00	<$5,802.00>
Reclassification / Remove auto allow	0035	110-006	Director, Economic Dev	$70,040.00 $4,000.00	Economic Dev Planner	$58,000.00 $0.00	<$12,040.00> <$4,000.00>
Delete	0037	110-006	Director of Special Projects	$63,000.00	-	$0.00	<$63,000.00>
Totals				$729,029.00		$665,185.00	<$63,844.00>

2. Approval of intradepartmental transfer.
3. Approval to revise the salary schedule in accordance to Commissioners Court Action.

BACKGROUND

Fiscal Impact

Attachments

FISCAL
PAR

Form Review

Inbox	**Reviewed By**	**Date**
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM
Form Started By: Diana Munoz		Started On: 07/31/2015 04:43 PM
Final Approval Date: 07/31/2015		

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, August 04, 2015 Agenda Item: 50739

Summary of request/proposal:
CO JUDGE'S OFFICE (1100) -
Approval of the following personnel actions, effective next full pay period of 8/10/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	County Executive Director	0038	113	0.00	92,000.00	92,000.00
1100	Assistant Chief Administrator	0003	113	70,040.00	73,000.00	2,960.00
1100	Executive Asst III	0007	113	61,800.00	62,060.00	260.00
1100	Executive Assistant	0011	113	50,117.00	51,520.00	1,403.00
1100	Administrative Assistant	0012	113	43,260.00	44,460.00	1,200.00
1100	Administrative Aide II	0018	113	46,397.00	50,011.00	3,614.00
1100	Administrative Assistant	0024	113	41,200.00	42,281.00	1,081.00
1100	Executive Assistant III	0028	113	59,740.00	68,000.00	8,260.00
1100	Administrative Asst III	0029	113	36,050.00	32,770.00	(3,280.00)
1100	Executive Assistant II	0031	113	51,500.00	53,000.00	1,500.00
1100	Economic Dev Planner I	0032	113	52,002.00	46,200.00	(5,802.00)
1100	Director, Economic Dev	0035	113	70,040.00	58,000.00	(12,040.00)
1100	Director, Economic Dev (Remove Auto Allowance)	0035	118	4,000.00	0.00	(4,000.00)
1100	Director of Special Projects	0037	113	63,000.00	0.00	(63,000.00)
				649,146.00	673,302.00	24,156.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-413-00-110-006-0-	113	CO JUDGE-	REGULAR FULL TIME	$11,219.25
5-1100-413-00-110-006-0-	118	CO JUDGE-	AUTO ALLOWANCE	($1,593.87)
5-1100-413-00-110-006-0-	211	CO JUDGE-	HEALTH INSURANCE	$0.00
5-1100-413-00-110-006-0-	212	CO JUDGE-	LIFE INSURANCE	$0.00
5-1100-413-00-110-006-0-	220	CO JUDGE-	FICA	$736.34
5-1100-413-00-110-006-0-	230	CO JUDGE-	RETIREMENT	$1,023.18
5-1100-413-00-110-006-0-	250	CO JUDGE-	UNEMPLOYMENT COMP	$57.75
5-1100-413-00-110-006-0-	260	CO JUDGE-	WORKER'S COMP	$20.21
			2015 Budgetary Impact	$11,462.86

2016 Budgetary Impact: $28,767.38

Possible Funding Sources: Undetermined

Comments:

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUL 31 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: County Judge (110-006) **DATE:** 07/31/2015

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 0038

REQUESTED POSITION TITLE: County Executive Director
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0.0 (Current Budgeted Salary) $ 92,000.00 (Proposed Budgeted Salary) $ 92,000.00 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other 1100-413-00-110-006-0

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions
$ _____
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☑
Non-Exempt	☐	Non-Exempt	☐
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

This position will be responsible for assisting and coordinating with internal and external officials on County wide projects and County Administration.

This position will also will coordinate and/or assist in Intergovernmental Affairs and in Economic Development.

NEW POSITION: Brief job description and attach a copy of the new job description.

Job Description Attached

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	DATE 7/31/15	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☑ NO
2. HUMAN RESOURCES DIRECTOR	DATE 7/31/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 8/3/2015	BUDGET PROCEDURES COMPLETED	☐ YES	☑ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY JUDGE'S OFFICE

County Executive Director

GENERAL DESCRIPTION

This position is a senior level management position involving the responsibility of assisting the County Judge in his capacity as the Chief Administrative Officer of the County. The incumbent will be responsible for developing and coordinating the advancement of the County's Legislative Agenda. The Director will also coordinate with internal and external elected officials to assist the County Judge in the management of all administrative functions of the County. The Director will coordinate with state legislators, federal legislators, and with federal, state, county and local officials on matters of interest to the County. The Director will coordinate with county management to insure the priorities of the County Judge and the Commissioners' Court are implemented and executed. Considerable latitude is given for the exercise of independent judgement. The Director must exercise a high degree of confidentiality.

EXAMPLES OF WORK PERFORMED

Ensure effective implementation of the priorities of the County Judge by planning, directing, and coordinating activities such as media relations, intergovernmental advocacy, communications, policy development and preparation and analysis of legislation.

Serve as liaison to the Executive Office, to County Commissioners, to federal, state and local officials, on behalf of the County Judge.

Research major citizen concerns regarding County operations, policies, and procedures and develop recommendations for the County Judge.

Direct and conduct advanced research for procedural, organizational and administrative studies, and prepare reports to make recommendations and to propose alternatives.

Undertakes research and analysis of policy issues under consideration by the County and prepares recommendations and options.

Prepares reports to the County Judge and Commissioners on various County management issues and functional activities as directed by the Judge.

Serves as the liaison to the Regional Mobility Authority, the Appraisal District, the Drainage District, and the County's legislative delegation on behalf of the County Judge.

Performs all other administrative and managerial duties as assigned by the County Judge or Commissioners' Court.

GENERAL QUALIFICATION GUIDELINES

Experience and Education

The position requires a bachelor's degree from an accredited university or college with major course work in government, business administration or public administration. An advanced degree such as a Master's will be an asset.

Five (5) to ten (10) years of work experience in federal, state or local government in a management capacity is required.

Certificates, Licenses, Registrations

Must have a current valid Texas motor vehicle operator's license and must have liability insurance

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Knowledge of federal, state, county, and local government operations.

Knowledge of the federal and state legislative processes.

Skill in communicating effectively with legislators and other elected officials.

Skill in developing and communicating policies and procedures.

Ability to identify problems and recommend solutions.

Ability to address complicated issues and proposed options and alternatives

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations.

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment

AI-50702 **Human Resources** **10. B.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

HIDTA - Other Sharing (1253):
1. Discussion, consideration and approval of the following personnel related actions, effective next pay period of 08/10/2015:

Action	Dept/Prog	Slot #	Position Title	Proposed Budgeted Salary
Create	270-013	0001	Assistant Chief Investigator	$65,000.00
Create	270-013	0002	Criminal Investigator II	$55,000.00

3. Approval of appropriation of funds.
4. Approval to create the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1253-412-00-270-013-0-XXX

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

BUDGETARY IMPACT:

Funds will be appropriated from Fund Balance.

Attachments

JOB DESCRIPTION
APPROPRIATION
FISCAL
JOB DESC
PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/31/2015 04:00 PM

Purchasing Department	Monica Badillo	07/31/2015 06:17 PM
Form Started By: Diana Munoz		Started On: 07/30/2015 02:37 PM
Final Approval Date: 07/31/2015		

HIDALGO COUNTY HIDTA TASK FORCE

CRIMINAL INVESTIGATOR II

GENERAL DESCRIPTION

Performs mid-level criminal investigation work; Investigate assigned criminal activities. Perform supplementary investigation to assist prosecutors in case preparations. Make arrests and file criminal cases.

EXAMPLES OF WORK PERFORMED

Investigates all types of criminal activities and assists prosecutors in case preparation

Assists local, state, federal and out-of-state police offices in making arrests and filing criminal cases

Prepares and executes search and arrest warrants and serves subpoenas

Prepares reports and correspondence

Interviews inmates and other people to secure intelligence data and information; takes statements and confessions

Locates and interview persons, take statements and depositions, evaluate evidence, examine records, collect data and report facts

Obtains evidence from police agencies and pen packet from various prison systems

Evaluates videotaped interviews of children who are victims of physical/sexual abuse

Testifies in criminal trials

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) years of experience in related field functioning as a law enforcement officer

Associate's degree in Law Enforcement

Certificates, Licenses, Registrations

Texas Peace Officer certification from the Texas Commission of Law Enforcement Officer Standards and Education (TCLEOSE)

Mandatory firearms qualification and physical training

Knowledge, Skills, and Abilities

Excellent verbal and written communication skills are necessary

Skill is required in preparing written products and oral presentations

Ability to think logically and objectively

Ability to analyze and evaluate facts, evidence and related information

Laws of arrest, search and seizure, service of legal process, and the legal rights of citizens

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

DATE: August 4, 2015

2015
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **HIDTA Other Sharing**

ACCOUNT NUMBER: 5-1253-412-00-270-013-0-XXX

Contact Person: Debbie Tamez Ph#: (956) 292-7025 ext. 5427

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
5-1253-412-00-270-013-0-	113	HIDTA Other Sharing-	Reg F/T Employees	47,816.09
5-1253-412-00-270-013-0-	211	HIDTA Other Sharing-	Health Insurance	4,724.23
5-1253-412-00-270-013-0-	212	HIDTA Other Sharing-	Life Insurance	29.93
5-1253-412-00-270-013-0-	220	HIDTA Other Sharing-	FICA	3,657.93
5-1253-412-00-270-013-0-	230	HIDTA Other Sharing-	Retirement	5,082.85
5-1253-412-00-270-013-0-	250	HIDTA Other Sharing-	Unemployment Comp	286.90
5-1253-412-00-270-013-0-	260	HIDTA Other Sharing-	Workers' Comp	1,491.86
			TOTAL BUDGET INCREASE (DECREASE)	**63,089.79**

REASON: To appropriate funding for the personnel actions requested by HIDTA.
Monies to be taken from the unassigned fund balance for Fund 1253 (Acct # 5-1253-258-00-000-000-0-000).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, August 04, 2015 Agenda Item: 50702

Summary of request/proposal:
HIDTA OTHER SHARING (1253) -
Approval of the following personnel actions, effective next full pay period, 8/10/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1253	Assistant Chief Investigator	0001	113	0.00	65,000.00	65,000.00
1253	Criminal Investigator II	0002	113	0.00	55,000.00	55,000.00
				0.00	120,000.00	120,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1253-412-00-270-013-0-	113	HIDTA OTHER SHARING-	REG F/T EMPLOYEES	$47,816.09
5-1253-412-00-270-013-0-	211	HIDTA OTHER SHARING-	HEALTH INSURANCE	$4,724.23
5-1253-412-00-270-013-0-	212	HIDTA OTHER SHARING-	LIFE INSURANCE	$29.93
5-1253-412-00-270-013-0-	220	HIDTA OTHER SHARING-	FICA	$3,657.93
5-1253-412-00-270-013-0-	230	HIDTA OTHER SHARING-	RETIREMENT	$5,082.85
5-1253-412-00-270-013-0-	250	HIDTA OTHER SHARING-	UNEMPLOYMENT COMP	$286.90
5-1253-412-00-270-013-0-	260	HIDTA OTHER SHARING-	WORKER'S COMP	$1,491.86
			2015 Budgetary Impact	$63,089.79

2016 Budgetary Impact: $158,331.12

Possible Funding Sources: Appropriation from Fund Balance.

Comments:

HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY

ASSISTANT CHIEF INVESTIGATOR

SUMMARY OF POSITION:

The Asst. Chief Investigator answers to the Hidalgo County Criminal District Attorney Chief Investigator. The Asst. Chief Investigator assumes all of the Chief's duties and responsibilities during the Chief Investigator's absence, at the direction of the Chief Investigator or of the Hidalgo County Criminal District Attorney. The Asst. Chief Investigator may maintain an investigative caseload and will also be responsible for administrative duties as directed and or assigned by the Chief Investigator or Criminal District Attorney.

ESSENTIAL DUTIES & RESPONSIBILITIES:

- Will have first line supervision authority over all Hidalgo County Criminal District Attorney field operations personnel, including asset forfeitures.
- May approve all operational plans and primarily ensures that the safety and well being of the public, investigators, operations and law enforcement personnel.
- Will apply all local, state and federal rules and regulations to all operations and may coordinate with other law enforcement agencies.
- Will assess the risks involved in an operation and minimize them to ensure a successful and injury free operation.
- Will supervise all local, state and federal law enforcement personnel within the purview of the Hidalgo County Criminal District Attorney's responsibilities.
- May investigate rule infraction allegations committed by Criminal District Attorney Investigators.
- Will mediate and attempt to resolve all problems caused by an operation or between local, state and/or federal agents.
- Will provide tactical and strategic leadership to District Attorney Personnel and covert civilian operatives.
- Will preside over all briefings and debriefings of all operations.
- Will ensure that all Criminal District Attorney Investigators have the necessary equipment to perform their duties in a safe an efficient manner.
- Will maintain a high level of professionalism and quality ethical standards.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Computer knowledge:

Must have personal computer knowledge. Ability to learn new computer software. Must be familiar with Microsoft Windows products.

Education and/or Experience:

Must have an intermediate certification as a peace officer from the Texas Commission on Law Enforcement (TCLOE).

Must have at least five (5) years of law enforcement experience.

Supervision experience is preferred.

Language Skills:

Ability to read, analyze and interpret complex documents.

Ability to respond effectively to the most sensitive inquiries or complaints.

Ability to write speeches and articles using original or innovative techniques or style.

Ability to make effective and persuasive speeches and presentation on controversial or complex topics to top management and public groups.

Mathematical Skills:

Ability to work with mathematical concepts such as probability and statistical inference and apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Reasoning Ability:

Ability to define problem(s) collects data, establish facts, and draw valid conclusions.

Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

CERTIFICATIONS, LICENSES AND REGISTRATIONS:

Completion of TCOLE course 3737-New Supervisor (first line) course is **preferred**.

Must have a current Texas Operator's Driver's License.

Must be able to be insured by the County's Insurance carrier.

Must pass a criminal background check, drug test and credit report check.

OTHER SKILLS AND ABILITIES:

Knowledge of:

Undercover methods and procedures including patrol, surveillance, covert monitoring, investigation and identification techniques

Criminal law and criminal procedure with particular reference to the apprehension, arrest and custody of persons committing misdemeanors and felonies including rules of evidence pertaining to the seizures and preservation of evidence.

Courtroom ethics, demeanor and decorum in providing testimony related to criminal cases.

Offensive and defensive weapons nomenclature and theory.

Use of firearms and other modern law enforcement equipment.

Self-defense tactics.

Interview and interrogation techniques and methods.

English usage, spelling, grammar and punctuation.

Pertinent federal, state and local laws, regulations and codes.

Principles and practices of legal document preparation including citations and arrest warrants.

Division Standard Operating Procedures and directives.

Specific knowledge of the following areas: Texas Code of Criminal Procedures, Texas Penal Code, Texas Health & Safety Code.

Ability to:

Accurately observe and remember names, faces, numbers, incidents and places.

Use and properly care for firearms.

Understand, interpret and apply laws and Standard Operating Procedures (SOP's).

Prepare clear, accurate and grammatically correct written reports; communicate clearly and concisely, both orally and in writing.

Maintain confidentiality in the performance of duties.

Analyze situations quickly and objectively and take necessary emergency action.

Identify potential crime situations or traffic hazards and take preventative action.

Learn the operation of standard equipment and facilities required in the performance of assigned tasks.

Establish and maintain cooperative working relationships with those contacted in the course of work.

Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:

- Effecting arrests
- Subduing resisting individuals
- Lifting and carrying light to heavy materials and individuals
- Conducting covert surveillance
- Running, walking, crouching or crawling during investigative operations
- Climbing stairs/ladders
- Walking, standing or sitting for extended periods of time
- Operating assigned equipment and vehicles.

Effectively deal with personal danger which may include exposure to:

- Armed or dangerous persons
- Communicable diseases
- Firearms
- Excessive noise
- Inclement weather

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment and vehicles
- Communicating with others

Maintain mental capacity which permits:

- Making sound decisions and using good judgment
- Maintaining confidentiality

Exercising sound judgment and rational thinking under dangerous circumstances.

Evaluating various options and alternatives and choose an appropriate and reasonable course of action.

Demonstrating intellectual capabilities including during training and testing processes.

Effectively handle a work environment and conditions which may involve:

- Working in intense life threatening conditions
- Exposure to various weather conditions

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit. The employee is required to use hands to finger, handle, or feel objects, tools, or controls. The employee is occasionally required to stand; walk; reach with hands and arms; stoop, kneel, crouch, or crawl; and talk or hear.

The employee must occasionally lift and/or move up to 25 pounds and occasionally lift and/or move up to 100 pounds. Employees carry and or moves evidence, briefcase, etc.

Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to the following:

- fumes and airborne particles
- firearms and excessive noises
- communicable diseases
- various weather conditions including inclement weather.
- armed or dangerous persons.
- intense life threatening conditions

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUL 23 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: DA's- HIDTA Other ~~State Assets~~ Sharing (270-013)

DATE: 7/22/2015

CURRENT POSITION TITLE:

CURRENT SLOT. #: 0001

REQUESTED POSITION TITLE: Assistant Chief Investigator
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ 65,000.00 (Proposed Budgeted Salary) $ 65,000.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other HIDTA Other State Asset Funds (Fund 1253)

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

AS PART OF THE DISTRICT ATTORNEY'S OFFICE RE-ORGANIZATIONAL/RE-STRUCTURING PLAN, AT THIS TIME, OUR OFFICE IS REQUESTING THE CREATION OF AN ASSISTANT CHIEF INVESTIGATOR. IN ADDITION, THE DA (HIDTA DIVISION) HAS IDENTIFIED AREAS IN THE OFFICE THAT REQUIRE IMMEDIATE CHANGES. THESE CHANGES ARE NEEDED FOR THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT ATTORNEY'S OFFICE.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUL 23 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: DA's- HIDTA Other ~~State Assets~~ Sharing (270-013)

DATE: 7/22/2015

CURRENT POSITION TITLE:

CURRENT SLOT. #: 0002

REQUESTED POSITION TITLE: Criminal Investigator II
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ 55,000.00 (Proposed Budgeted Salary) $ 55,000.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other HIDTA Other State Asset Funds (Fund 1253)

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

AS PART OF THE DISTRICT ATTORNEY'S OFFICE RE-ORGANIZATIONAL/RE-STRUCTURING PLAN, AT THIS TIME, OUR OFFICE IS REQUESTING THE CREATION OF A CRIMINAL INVESTIGATOR. IN ADDITION, THE DA (HIDTA DIVISION) HAS IDENTIFIED AREAS IN THE OFFICE THAT REQUIRE IMMEDIATE CHANGES. THESE CHANGES ARE NEEDED FOR THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT ATTORNEY'S OFFICE.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 07/23/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 7/31/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 8/3/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-50700 **Human Resources** **10. C.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

DA Investigation - HB65 (1223):
1. Discussion, consideration, and approval of the following personnel action, effective next pay period of 08/10/2015:

Action	Dept/Prog	Slot #	Position Title	Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
Salary Adjustment (Increase)	080-007	0130	Systems Support Manager	$65,000.00	$80,000.00	$15,000.00

2. Approval of appropriation of funds.
3. Approval to revise the salary schedule in accordance to Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1223-412-00-080-007-0-XXX

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

BUDGETARY IMPACT:

Funds will be appropriated from Fund Balance.

Attachments

APPROPRIATION
FISCAL
PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/31/2015 04:00 PM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM
Form Started By: Diana Munoz		Started On: 07/30/2015 02:24 PM

Final Approval Date: 07/31/2015

DATE: August 4, 2015

2015
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **DA Investigation HB65**

ACCOUNT NUMBER: 5-1223-412-00-080-007-0-XXX

Contact Person: Debbie Tamez Ph#: (956) 292-7025 ext. 5427

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
5-1223-412-00-080-007-0-	113	DA Investigation HB65-	Reg F/T Employees	5,977.01
5-1223-412-00-080-007-0-	211	DA Investigation HB65-	Health Insurance	-
5-1223-412-00-080-007-0-	212	DA Investigation HB65-	Life Insurance	-
5-1223-412-00-080-007-0-	220	DA Investigation HB65-	FICA	457.24
5-1223-412-00-080-007-0-	230	DA Investigation HB65-	Retirement	635.36
5-1223-412-00-080-007-0-	250	DA Investigation HB65-	Unemployment Comp	35.86
5-1223-412-00-080-007-0-	260	DA Investigation HB65-	Workers' Comp	6.57
			TOTAL BUDGET INCREASE (DECREASE)	**7,112.04**

REASON: To appropriate funding for the personnel actions requested by the District Attorney's Office.
Monies to be taken from the unassigned fund balance for Fund 1223 (Acct # 5-1223-258-00-000-000-0-000).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, August 04, 2015 Agenda Item: 50700

Summary of request/proposal:
DA INVESTIGATION HB65 (1223) -
Approval of the following personnel actions, effective next full pay period, 8/10/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1223	Systems Support Manager	0130	113	65,000.00	80,000.00	15,000.00
				65,000.00	80,000.00	15,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1223-412-00-080-007-0-	113	DA INVESTIGATION HB65-	REG	$5,977.01
5-1223-412-00-080-007-0-	211	DA INVESTIGATION HB65-	HEALTH INSURANCE	$0.00
5-1223-412-00-080-007-0-	212	DA INVESTIGATION HB65-	LIFE INSURANCE	$0.00
5-1223-412-00-080-007-0-	220	DA INVESTIGATION HB65-	FICA	$457.24
5-1223-412-00-080-007-0-	230	DA INVESTIGATION HB65-	RETIREMENT	$635.36
5-1223-412-00-080-007-0-	250	DA INVESTIGATION HB65-	UNEMPLOYMENT COMP	$35.86
5-1223-412-00-080-007-0-	260	DA INVESTIGATION HB65-	WORKER'S COMP	$6.57
			2015 Budgetary Impact	$7,112.04

2016 Budgetary Impact: $17,848.50

Possible Funding Sources: Appropriation from Fund Balance.

Comments:

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUL 23 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: District Attorney's Office (080-007) **DATE:** 7/22/2015

CURRENT POSITION TITLE: Systems Support Manager **CURRENT SLOT. #:** 0130

REQUESTED POSITION TITLE: Systems Support Manager
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Adj (Increase)

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 65,000.00 (Current Budgeted Salary) $ 80,000.00 (Proposed Budgeted Salary) $ 15,000.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other DA INVESTIGATION HB 65 (5-1223-412-00-080-007-0-XXX)

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

AS PART OF THE DISTRICT ATTORNEY'S OFFICE RE-ORGANIZATIONAL/RE-STRUCTURING PLAN, AT THIS TIME, OUR OFFICE IS REQUESTING AN ADJUSTMENT TO THE BUDGETED SALARY.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	DATE 07/23/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 7/31/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 8/3/15	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

AI-50696 **Human Resources** **10. D.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

County Clerk - Records Management (1237):
1. Discussion, consideration and approval of the following personnel action, effective next pay period of 08/10/2015:

Action	Dept/Prog	Slot #	Position Title	Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
Salary Adjustment (Increase)	180-003	0002	Official Records Manager	$38,222.00	$48,149.00	$9,927.00

2. Approval of appropriation of funds.
3. Approval to revise the salary schedule in accordance to Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1237-415-40-180-003-0-XXX

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

BUDGETARY IMPACT:

Funds will be appropriated from Fund Balance.

Attachments

APPROPRIATION
FISCAL
PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/31/2015 04:00 PM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM
Form Started By: Diana Munoz		Started On: 07/30/2015 01:57 PM
Final Approval Date: 07/31/2015		

DATE: August 4, 2015

2015
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **County Clerk Records Management**

ACCOUNT NUMBER: 5-1237-415-40-180-003-0-XXX

Contact Person: Debbie Tamez Ph#: (956) 292-7025 ext. 5427

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
5-1237-415-40-180-003-0-	113	CC Rec Mgmt-	Reg F/T Employees	3,955.59
5-1237-415-40-180-003-0-	211	CC Rec Mgmt-	Health Insurance	-
5-1237-415-40-180-003-0-	212	CC Rec Mgmt-	Life Insurance	-
5-1237-415-40-180-003-0-	220	CC Rec Mgmt-	FICA	302.60
5-1237-415-40-180-003-0-	230	CC Rec Mgmt-	Retirement	420.48
5-1237-415-40-180-003-0-	250	CC Rec Mgmt-	Unemployment Comp	23.73
5-1237-415-40-180-003-0-	260	CC Rec Mgmt-	Workers' Comp	8.31
			TOTAL BUDGET INCREASE (DECREASE)	**4,710.71**

REASON: To appropriate funding for the personnel action requested by the County Clerk's Office.
Monies to be taken from the unassigned fund balance for Fund 1237 (Acct # 5-1237-258-00-000-000-0-000).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, August 04, 2015 Agenda Item: 50696

Summary of request/proposal:
COUNTY CLERK-RECORDS MANAGEMENT (1237) -
Approval of the following personnel action, effective next full pay period, 8/10/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1237	Official Records Manager	0002	113	38,222.00	48,149.00	9,927.00
				38,222.00	48,149.00	9,927.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1237-415-40-180-003-0-	113	CC REC MGMT-	REG	$3,955.59
5-1237-415-40-180-003-0-	211	CC REC MGMT-	HEALTH INSURANCE	$0.00
5-1237-415-40-180-003-0-	212	CC REC MGMT-	LIFE INSURANCE	$0.00
5-1237-415-40-180-003-0-	220	CC REC MGMT-	FICA	$302.60
5-1237-415-40-180-003-0-	230	CC REC MGMT-	RETIREMENT	$420.48
5-1237-415-40-180-003-0-	250	CC REC MGMT-	UNEMPLOYMENT COMP	$23.73
5-1237-415-40-180-003-0-	260	CC REC MGMT-	WORKER'S COMP	$8.31
			2015 Budgetary Impact	$4,710.71

2016 Budgetary Impact: $11,822.07

Possible Funding Sources: Appropriation from Fund Balance.

Comments:

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUL 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Hidalgo County Clerk 180 **DATE:** 07/13/2015

CURRENT POSITION TITLE: Official Records Manager **CURRENT SLOT. #:** 003-0002

REQUESTED POSITION TITLE: Official Records Manager
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Adjustment (Increase)

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 38,222.00 (Current Budgeted Salary) $ 48,149.00 (Proposed Budgeted Salary) $ 9,927.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other County Clerk's Records Management Account 5-1237-415-40-180-003-0

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Position reclassified on June 23, 2015 to a supervisor's position. Salary based on duties and responsibilities assigned to this position

Effective date August ~~24~~ 10th, 2015

NEW POSITION: Brief job description and attach a copy of the new job description.

Mid-level management. Supervisor for Vitals, Recording, and Deed Records Departments

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Annette C. Muniz - Chief Deputy DEPARTMENT HEAD	07/13/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	7/31/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	8/3/15 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-50641 **Health & Human Services Dept.** **11. A.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to submit the Title V Prenatal renewal grant application for FY 16 in the amount of $144,029.00. New grant contract period will be from 09/01/2015 to 08/31/2016.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1293-441-00-340-052-6-XXX

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

BUDGETARY IMPACT:

No local match required.

Approval to submit...renewal grant application

Attachments

Award Email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/29/2015 03:03 PM
Manuel Chapa	Manuel Chapa	07/31/2015 08:59 AM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM
Form Started By: Mike Escaname		Started On: 07/28/2015 09:40 AM
Final Approval Date: 07/31/2015		

From: "Torres,Leroy (DSHS)" <Leroy.Torres@dshs.state.tx.us>
To: "eddie.olivarez@hchd.org" <eddie.olivarez@hchd.org>, "Mike Escaname" <mike.escaname@hchd.org>
Cc: "Weaver,Anna (DSHS)" <Anna.Weaver@dshs.state.tx.us>
Subject: RE: Title V Renewal Offer
Date: 7/23/2015 3:54:18 PM

Eddie and Mike, this is the corrected offer. Thank you.

Hidalgo Co Health Department

The Performance Management Unit of the Department of State Health Services (DSHS) announces the availability of Fiscal Year (FY) 2016 funds to provide Title V Prenatal and Prenatal/Post-Partum services. Please submit the renewal forms to the email address listed below. The funding for FY16 for your agency is as follows:

Funding Source	Total FY16 Contract Amount
Title V Prenatal and Prenatal/Post-Partum and Dental	$144029

New contracts will begin on September 1, 2015 and will be for a 12-month budget period ending August 31, 2016. The FY2016 Title V Prenatal and Prenatal/Post-Partum Application and Budget Forms are available on-line at: http://www.dshs.state.tx.us/chscontracts/default.shtm.

All contractors are expected to provide services in or benefiting the county or counties defined in your RFP response, unless a different situation is specifically stated in the continuation packet (for example, as a result of a clinic closure or a previously approved program revision). Contract continuation is contingent upon the continued availability of funds and the satisfactory performance of the contractor during the current budget period.

DSHS reserves the right to alter, amend or withdraw this offer at any time prior to the execution of a contract if funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the appropriations act, Health and Human Services consolidations, or any other disruption of current appropriations. If a contract has been fully executed and these circumstances arise, the provisions of the Termination Article in the contract General Provisions shall apply.

Forms are due via e-mail to cdsb@dshs.state.tx.us by 5:00 p.m., CDT, Wednesday, July 29, 2015. The Department will not be able to process your contract until the forms have been received by CDSB.

Sincerely,

Leroy Torres
Contract Manager
Performance Management Unit
Contract Management Branch
Moreton Bldg. Room 255
Mail Code 1914

1100 W. 49th Street
Austin, Texas 78756-3199
512.776.3038
512.776.7136 FAX
leroy.torres@dshs.state.tx.us

From: Torres,Leroy (DSHS)
Sent: Thursday, July 23, 2015 2:38 PM
To: eddie.olivarez@hchd.org; 'Mike Escaname'
Cc: Weaver,Anna (DSHS)
Subject: Title V Renewal Offer

Dear Eddie and Mike,

Hidalgo County Health & Human Services Department

The Performance Management Unit of the Department of State Health Services (DSHS) announces the availability of Fiscal Year (FY) 2016 funds to provide Title V Prenatal and Prenatal/Post-Partum services. Please submit the renewal forms to the email address listed below. The funding for FY16 for your agency is as follows:

Funding Source	Total FY16 Contract Amount
Title V Prenatal and Prenatal/Post-Partum	$32833

New contracts will begin on September 1, 2015 and will be for a 12-month budget period ending August 31, 2016. The FY2016 Title V Prenatal and Prenatal/Post-Partum Application and Budget Forms are available on-line at: http://www.dshs.state.tx.us/chscontracts/default.shtm.

All contractors are expected to provide services in or benefiting the county or counties defined in your RFP response, unless a different situation is specifically stated in the continuation packet (for example, as a result of a clinic closure or a previously approved program revision). Contract continuation is contingent upon the continued availability of funds and the satisfactory performance of the contractor during the current budget period.

DSHS reserves the right to alter, amend or withdraw this offer at any time prior to the execution of a contract if funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the appropriations act, Health and Human Services consolidations, or any other disruption of current appropriations. If a contract has been fully executed and these circumstances arise, the provisions of the Termination Article in the contract General Provisions shall apply.

Forms are due via e-mail to cdsb@dshs.state.tx.us by 5:00 p.m., CDT, Wednesday, July 29, 2015. The Department will not be able to process your contract until the forms have been received by CDSB.

Sincerely,

Leroy Torres
Contract Manager
Performance Management Unit

Contract Management Branch
Moreton Bldg. Room 255
Mail Code 1914
1100 W. 49th Street
Austin, Texas 78756-3199
512.776.3038
512.776.7136 FAX
leroy.torres@dshs.state.tx.us

AI-50640 **Health & Human Services Dept.** **11. B.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to submit the Title V Child Health renewal grant application for FY 16 in the amount of $32,833.00. New grant contract period will be from 09/01/2015 to 08/31/2016.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1293-441-00-340-051-6-XXX

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

BUDGETARY IMPACT:

No local match required.

Approval to submit... renewal grant application

Attachments

Award Email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/29/2015 03:02 PM
Manuel Chapa	Manuel Chapa	07/31/2015 08:53 AM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM
Form Started By: Mike Escaname		Started On: 07/28/2015 09:34 AM
Final Approval Date: 07/31/2015		

From: "Torres,Leroy (DSHS)" <Leroy.Torres@dshs.state.tx.us>
To: "eddie.olivarez@hchd.org" <eddie.olivarez@hchd.org>, "Mike Escaname" <mike.escaname@hchd.org>
Cc: "Weaver,Anna (DSHS)" <Anna.Weaver@dshs.state.tx.us>
Subject: Title V CH and Dental Offer
Date: 7/23/2015 4:44:18 PM

Dear Eddie and Mike,

Hidalgo County Health & Human Services Department

The Performance Management Unit of the Department of State Health Services (DSHS) announces the availability of Fiscal Year (FY) 2016 funds to provide Title V Child Health and Dental services. Please submit the renewal forms to the email address listed below. The funding for FY16 for your agency is as follows:

Funding Source	Total FY16 Contract Amount
Title V Child Health and Dental	$32833

New contracts will begin on September 1, 2015 and will be for a 12-month budget period ending August 31, 2016. The FY2016 Title V Child Health and Dental Application and Budget Forms are available on-line at: http://www.dshs.state.tx.us/chscontracts/default.shtm.

All contractors are expected to provide services in or benefiting the county or counties defined in your RFP response, unless a different situation is specifically stated in the continuation packet (for example, as a result of a clinic closure or a previously approved program revision). Contract continuation is contingent upon the continued availability of funds and the satisfactory performance of the contractor during the current budget period.

DSHS reserves the right to alter, amend or withdraw this offer at any time prior to the execution of a contract if funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the appropriations act, Health and Human Services consolidations, or any other disruption of current appropriations. If a contract has been fully executed and these circumstances arise, the provisions of the Termination Article in the contract General Provisions shall apply.

Forms are due via e-mail to cdsb@dshs.state.tx.us by 5:00 p.m., CDT, Wednesday, July 29, 2015. The Department will not be able to process your contract until the forms have been received by CDSB.

Sincerely,

Leroy Torres
Contract Manager
Performance Management Unit
Contract Management Branch
Moreton Bldg. Room 255
Mail Code 1914

1100 W. 49th Street
Austin, Texas 78756-3199
512.776.3038
512.776.7136 FAX
leroy.torres@dshs.state.tx.us

AI-50685 **IT Department** **12. A.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

DISTRICT ATTORNEY'S OFFICE
Authorization and approval to purchase new wireless device with service through the County's membership/participation with CONTRACT: DIR-SDD-1779 for VERIZON WIRELESS for the following:

Description:	Employee Name / ID:	Service Plan:
Cell Phone	Ricardo Rodriguez, Jr. / 152706	More Everything Unl. Talk & Text 8GB @ $32.73 + More Everything Line Charge @ $40.00 + Taxes/Fees @ $5.00 = $77.73/month
Cell Phone	Juan Villescas / 017361	More Everything Unl. Talk & Text 8GB @ $32.73 + More Everything Line Charge @ $40.00 + Taxes/Fees @ $5.00 = $77.73/month

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1223-412-00-080-007-0-532

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

BUDGETARY IMPACT:

Req #281522
Funds available as of 7/30/15

Attachments

Quote
Requisition 281522
Request Form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/30/2015 01:27 PM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM
Form Started By: Griselda Salazar		Started On: 07/30/2015 10:44 AM

Final Approval Date: 07/31/2015

STATE OF TEXAS DIR CONTRACT NO. DIR-SDD-1779

WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

E-RATE ELIGIBLE EDUCATION CUSTOMERS MAY NOT PURCHASE SERVICE UNDER MORE EVERYTHING PRICING

WIRELESS PROPOSAL FOR: Hidalgo County

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID 15724120910

DATE 7/24/2015

TERM Annual (12 Months)

RATE PLAN AND FEATURES

MORE EVERYTHING RATE PLANS - ACCOUNT SHARE	# Sub Account Levels	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Data Overage	Monthly Cost	Term Cost
MORE EVERYTHING UNL TALK & TEXT 8GB $85 0214 (UP TO 10 LINES - ONLY ONE PLAN PER ACCOUNT LEVEL)	1	$65.45	Unlimited	Unlim Txt & Pix/Flix	8 GB Share	$15/GB	$65.45	$785.40
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
	1						$65.45	$785.40

MORE EVERYTHING RATE PLANS - LINE ACCESS	Line Count	Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Monthly Cost	Term Cost
MORE EVERYTHING LINE CHARGE - SMART PHONE $40 (No Discounts Apply)	2	$40.00	Account Share	Account Share	Account Share	$80.00	$960.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
	2					$80.00	$960.00

23% Discount applies to features of $24.99 and higher when combined with rate plans of $34.99 and higher.

FEATURES	Line Count	Discounted Monthly Access	Monthly Cost	Term Cost
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
			$0.00	$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM [Annual (12 Months)] $1,745.40

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

DEVICE	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

Eligible accessories receive a 35% discount

ACCESSORIES AND FULL-RETAIL (NO CONTRACT) EQUIPMENT	Line Count	Cost per Unit	Cost per Unit after Discount	Subtotal
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

EQUIPMENT AND ACCESSORIES ESTIMATED COST	$0.00

INVESTMENT ESTIMATE	Monthly	Term Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]:	$145.45	$1,745.40
EQUIPMENT AND ACCESSORIES ESTIMATED COST:		$0.00
INVESTMENT TOTAL		**$1,745.40**

2Q15 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS	Line Count	BIC Amount	BIC Total
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

QUOTE ID 15724120910

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.

** Equipment pricing and availability is subject to change.

*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-1779 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless.

Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

Updated 05/19/2015

Requisition

Req # 00281522

PO #

Date: 07/29/15

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: Hidalgo County District Attorney
100 North Closner 5th Floor
Edinburg Tx 78539

Contact: Obdett Calzada

Contract No: DIR-SDD 1779

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD 1779		
		DO NOT DUPLICATE ORDER		
5.00	MONTH	CO MORE EVERYTHING UNLIMITED TALK & TEXT/ 8GB SHARING DATA X 5/MONTHS= $327.25	65.45	327.25
5.00	MONTH	CO MORE EVERYTHING LINE CHARGE- SMART PHONE X 5/MONTHS= $200.00	40.00	200.00
5.00	MONTH	CO MORE EVERYTHING LINE CHARGE- SMART PHONE X 5/MONTHS= $200.00	40.00	200.00
5.00	MONTH	EX TAXES AND FEES AT $5.00 X 2 = $10.00 X 5/MONTHS = $50.00	10.00	50.00
		Account No	Encumbrance	
			Freight	.00
			Total	777.25
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
☐ Office Use *or* ☑ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Ricardo Rodriguez, Jr. Employee ID# 152706 Signature: [signature] FOR Ricardo Rodriguez, JR.

Department: District Attorney's Dept#: 080

Quantity: 1

Service: $ 77.73 /mo (x) 5 months = 388.65 Account: 5.1223.412.00.080.007.0 -532

Service: $ _____ /mo (x) ____ months = _____ Account: _____ -619/664

Requisition Total: $ 777.25 **Requisition Number:** 281522

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $ _____ /mo (x) ____ months = _____ Account: _____ -532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

[signature] FOR Ricardo Rodriguez, JR. | JUAN V. VELOZ | 7-30-13

Signature | Print Name | Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: More Everything Unl. Talk & Text 8GB + More Everything Line Charge

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☑ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Juan Villescas Employee ID# P17361 Signature: [signature]

Department: District Attorney's Dept#: 080

Quantity: 1

Service: $ 77.73 /mo (x) 5 months = 388.65 Account: 5.1223.412.00.080.007.0 -532

Service: $ _____ /mo (x) ____ months = _____ Account: _____ -619/664

Requisition Total: $ 777.25 Requisition Number: 281522

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $ _____ /mo (x) ____ months = _____ Account: _____ -532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
[signature]	FOR Ricardo Rodriguez, JR. Juan V. Villescas	7-30-11

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: More Everything Unl. Talk & Text 8GB + More Everything Line Charge.

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

AI-50672 **Urban County** **13. A.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services.

2. Presentation of the scoring grid for the purpose of ranking by Commissioner's Court of at least three (3) professional engineering firms from the county's approved "pool" as graded and evaluated by the City of Progreso, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Years 25, 26 & 27 (2012, 2013 & 2014) City of Progreso – Street Improvements funds.

Professional Service Firm	Grade	Ranked
Javier Hinojosa Engineering	92.67%	
Fulcrum Consulting Services	91.67%	
Quintanilla, Headley & Associates, Inc.	86.67%	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm _____ for a Urban County Program Years 25, 26 & 27 (2012, 2013 & 2014) City of Progreso – Street Improvements project.

BACKGROUND

The three professional engineering firms rated from the county's approved "pool" are: (1) Javier Hinojosa Engineering (2) Fulcrum Consulting Services, and (3) Quintanilla, Headley & Associates, Inc. for the City of Progreso – Street Improvements project.

Funds Available: $ 2,388.80 YR 25 (2012) Street Improvements
$104,661.38 YR 25 (2013) Street Improvements
$273,322.00 YR 27 (2014) Street Improvements
Total: $380,372.18

Fiscal Impact

Attachments

City of Progreso Street Improvements

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/30/2015 01:26 PM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM
Form Started By: Olga Lerma		Started On: 07/29/2015 03:53 PM
Final Approval Date: 07/31/2015		

City of Progreso
Professional Engineering Services
Street Improvements Project
Years 25, 26 & 27 (2012, 2013 & 2014)
Grading-Ranking Grid

Criteria	Javier Hinojosa Engineering			Fuclrum Consulting Services			Quintanilla, Headley and Associates, Inc.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Project Team	10	18	16	20	20	20	20	15	20
Experience of Project Team/ Ability to Commit Resources	25	25	21	25	25	19	10	22	23
Methodology/ Experience/ Availability of Project Manager	20	20	18	20	20	14	20	20	18
Understanding of Project/Similar Projects	25	22	25	25	19	25	25	19	25
Familiarity with Applicable Rules & Regulations	10	3	10	10	3	10	10	3	10
TOTALS	90	88	90	100	87	88	85	79	88
AVERAGES	278÷3=92.67%			275÷3=91.67%			260÷3=86.67%		
RATING	1			2			3		

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	5
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	0
Comments/Rationale For Points: Hinojosa Engineering does not provide an actual copy of his license and no organizational chart.		TOTAL 10
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: All requirements submitted.		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: All requirements submitted.		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: All requirements submitted.		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: All requirements submitted.		TOTAL 10
Total Score		90

Firm/Participant's Name: Javier Hinojosa Engineering

Evaluator: [signature] Department: City of Progreso

Project Name: Progreso Street Improvements Date: 7/14/15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	3
Comments/Rationale For Points: Did not include an organizational Chart		TOTAL 18
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers	5	5
Comments/Rationale For Points: Most criteria but needs to Meets provide more information on appropriate Federal/State and local regulations and more responsive to RFQ		TOTAL 22
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: Must indicate more experience/knowledge of gov't. regs. and did not include narrative		TOTAL 3
	Total Score	88

Firm/Participant's Name: Javier Hinojosa Engineering

Evaluator: Antonio Danco Department: Urban County Program

Project Name: Progreso Street Improvements Date: 7-29-15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	03
➢ Team members identified in the organizational chart.	5	03
Comments/Rationale For Points: Meets Criteria, No organizational chart provided on SOQ; unable to evaluate team qualifications		TOTAL 16
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	03
➢ Identifying the project composition, project leadership, reporting responsibilities	10	08
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: No appendix included, SOQ very vague on reporting responsibilites;		TOTAL 21
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	04
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	04
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets Criteria, however Appendix not included , organizational chart provided		TOTAL 18
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Firm meets Criteria		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets Criteria.		TOTAL 10
Total Score		90

Firm/Participant's Name: Javier Hinojosa Engineering

Evaluator: Oscar Garza, Procurement Specialist Department: Purchasing Department

Project Name: City of Progreso 2014 St Imp (Baker & Miracle) Date: July 22, 2015

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 20
All requirements were submitted in the request for qualifications		
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: All requirements submitted		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: All requirements submitted.		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: All requirements submitted.		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: All requirements submitted.		TOTAL 10
Total Score		100

Firm/Participant's Name: Fulcrum Consulting Services

Evaluator: _____ Department: City of Progreso

Project Name: Progreso Street Improvements Date: 7/14/15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all requirements & criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all requirements & criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all requirements & criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Did not address Federal / State / Local regs. or policies, need more information to be gathered and not RFQ responsive		TOTAL 19
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: Need more information on proposed Firm Knowledge about Applicable regs. and did not include a narrative on Applicable regulations.		TOTAL 3
	Total Score	87

Firm/Participant's Name: Fulcrum Consulting Services

Evaluator: Antonio Barco Department: Urban County Program

Project Name: Progreso Street Improvements Date: 7-27-15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	05
➢ Team members identified in the organizational chart.	5	05
Comments/Rationale For Points: Meets Criteria, Information of team provided		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	03
➢ Identifying the project composition, project leadership, reporting responsibilities	10	08
➢ Experience of engineering staff to completely and efficiently perform the work.	10	08
➢		
Comments/Rationale For Points: No appendix included,		TOTAL 19
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	03
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	03
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	08
Comments/Rationale For Points: Not clear with involvement; appendix not included		TOTAL 14
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Firm meets Criteria		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets Criteria.		TOTAL 10
Total Score		88

Firm/Participant's Name: Fulcrum Consulting Services

Evaluator: Oscar Garza, Procurement Specialist Department: Purchasing Department

Project Name: City of Progreso 2014 St Imp (Baker & Miracle) Date: July 22, 2015

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: All requirements submitted.		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	5
➢ Experience of engineering staff to completely and efficiently perform the work.	10	0
➢		
Comments/Rationale For Points: Engineering firm does not show appropriate experience to complete this type of project.		TOTAL 10
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: All requirements submitted.		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: All requirements submitted		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: All requirements submitted.		TOTAL 10
Total Score		85

Firm/Participant's Name: Quintanilla, Headley & Associates, Inc

Evaluator: _____ Department: City of Progreso

Project Name: Progreso Street Improvements Date: 7/14/15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	0
Comments/Rationale For Points: Did not include organization Chart		TOTAL 15
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	7
➢		
Comments/Rationale For Points: Is not able to complete work on Schedule and efficiently		TOTAL 22
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets All criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Must improve on Addressing appropriate rules and regulations, Not responsive to RFQ and need more contact info.		TOTAL 19
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: Did not address experience/knowledge of govt. regulations and not include narrative of applicable regulations		TOTAL 3
	Total Score	79

Firm/Participant's Name: Quintanilla, Headley and Associates, Inc.

Evaluator: Alicia Garcia Department: Urban County Program

Project Name: Progreso Street Improvements Date: 7-29-15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	05
➢ Team members identified in the organizational chart.	5	05
Comments/Rationale For Points: Meets Criteria, information of team provided		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	03
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: No appendix included in SOQ;		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	05
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	03
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Appendix not included as requested; all others meet criteria.		TOTAL 18
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Firm meets Criteria		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets Criteria.		TOTAL 10
	Total Score	88

Firm/Participant's Name: Quintanilla Headley & Associates

Evaluator: Oscar Garza, Procurement Specialist Department: Purchasing Department

Project Name: City of Progreso 2014 St Imp (Baker & Miracle) Date: July 22, 2015

AI-50661 **Urban County** **13. B.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a) (4) for Appraisal Services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) Appraisal Services firms from the County's approved "pool" as graded and evaluated by City of Palmview, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program for Palmview Street Improvement Project (La Homa Road).

APPRAISAL	GRADE	RANKED
Leonel Garza, Jr. & Associates	95.33%	
Appraisal HAUS	87.33%	
HLH Appraisal Services	85%	

3. Authority to negotiate a professional appraisal service contract with the No. 1 ranked firm of _____ for the provision of Appraisal Services for the City of Palmview Street Improvements Project (La Homa Road).

BACKGROUND

Services are necessary for the Street Improvements to La Homa Road, a project in conjunction with Precinct No. 3 and the City of Palmview to acquire right of way necessary for the construction of a new bridge and drainage improvements on La Homa Road from Jimmy Garza Drive to US Business 83.

Fiscal Impact

Attachments

Grade/Rank La Homa Road

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/29/2015 02:52 PM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM

Form Started By: Sandra Regalado Started On: 07/29/2015 11:26 AM

Final Approval Date: 07/31/2015

City of Palmview
Appraisal Services
Street Improvements
La Homa Road
Grading-Ranking Grid

Criteria	LEONEL GARZA, JR. & ASSOCIATES			APPRAISAL HAUS			HLH APPRAISAL SERVICES		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Responsiveness	30	30	24	24	29	23	24	30	23
Firm Capabilities	45	45	37	36	41	35	36	41	32
Staffing	25	25	25	25	24	25	20	25	25
TOTALS	100	100	86	85	94	83	80	95	80
AVERAGES	286 % 3 = 95.33%			262 % 3 = 87.33%			255% 3 = 85%		
RATING									

Print Form

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2015-009-02-04-SGS

Internal Use Only: Commodity Code: 946-15

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	5
➢ Thoroughness	5	5
➢ Understanding of Project	5	5
➢ List of references provided	5	5
➢ Clarity-Brevity	5	5
➢ Degree if Interest	5	5
Comments/Rationale For Points:		TOTAL 30
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	5
➢ Relevant experience	5	5
➢ Experience with similar projects	5	5
➢ Knowledge of area	5	5
➢ Timeliness of schedule	5	5
➢ Quality services previously provided to Hidalgo County	5	5
➢ Current workload	5	5
➢ Ability to commence various re-quested projects simultaneously	5	5
➢ Completion of projects within budgets	5	5
Comments/Rationale For Points:		TOTAL 45
3. **STAFFING**------- (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	10
➢ Required discipline skills	5	5
Comments/Rationale For Points:		TOTAL 25
Total Score		100

Project Name: Palmview- Street Improvements Project- La Homa Road APPRAISAL

Department: Hidalgo County Urban County Program

Firm/Participant: Leonel Garza, Jr. & Associates

Evaluator: David Naciensano Date: 3-27-15

Print Form

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2015-009-02-04-SGS

Internal Use Only: Commodity Code: 946-15

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	5
➢ Thoroughness	5	5
➢ Understanding of Project	5	5
➢ List of references provided	5	5
➢ Clarity-Brevity	5	5
➢ Degree if Interest	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 30
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	5
➢ Relevant experience	5	5
➢ Experience with similar projects	5	5
➢ Knowledge of area	5	5
➢ Timeliness of schedule	5	5
➢ Quality services previously provided to Hidalgo County	5	5
➢ Current workload	5	5
➢ Ability to commence various re-quested projects simultaneously	5	5
➢ Completion of projects within budgets	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 45
3. **STAFFING**-------- (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	10
➢ Required discipline skills	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 25
Total Score		100

Project Name: Palmview- Street Improvements Project- La Homa Road APPRAISAL

Department: Hidalgo County Urban County Program

Firm/Participant: Leonel Garza, Jr. & Associates

Evaluator: Antonio Barco, UCP Deputy Director Date: 7-17-15

Print Form

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2015-009-02-04-SGS

Internal Use Only: Commodity Code: 946-15

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	4
➢ Thoroughness	5	4
➢ Understanding of Project	5	4
➢ List of references provided	5	4
➢ Clarity-Brevity	5	4
➢ Degree if Interest	5	4
Comments/Rationale For Points:		TOTAL 24
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	4
➢ Relevant experience	5	4
➢ Experience with similar projects	5	4
➢ Knowledge of area	5	4
➢ Timeliness of schedule	5	4
➢ Quality services previously provided to Hidalgo County	5	5
➢ Current workload	5	4
➢ Ability to commence various re-quested projects simultaneously	5	4
➢ Completion of projects within budgets	5	4
Comments/Rationale For Points:		TOTAL 37
3. **STAFFING**------- (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	10
➢ Required discipline skills	5	5
Comments/Rationale For Points:		TOTAL 25
Total Score		86

Project Name: Palmview Street Improvements-La Homa Rd

Department: Urban County

Firm/Participant: Leonel Garza Jr. & Associates

Evaluator: _____ Date: 04-06-15

Print Form

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2015-009-02-04-SGS

Internal Use Only: Commodity Code: 946-15

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ------ (30 pts)		
➢ Requested information	5	4
➢ Thoroughness	5	4
➢ Understanding of Project	5	4
➢ List of references provided	5	4
➢ Clarity-Brevity	5	4
➢ Degree if Interest	5	4
Comments/Rationale For Points:		TOTAL 24
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	4
➢ Relevant experience	5	4
➢ Experience with similar projects	5	4
➢ Knowledge of area	5	4
➢ Timeliness of schedule	5	4
➢ Quality services previously provided to Hidalgo County	5	4
➢ Current workload	5	4
➢ Ability to commence various re-quested projects simultaneously	5	4
➢ Completion of projects within budgets	5	4
Comments/Rationale For Points:		TOTAL 36
3. **STAFFING**-------- (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	10
➢ Required discipline skills	5	5
Comments/Rationale For Points:		TOTAL 25
Total Score		85

Project Name: Palmview- Street Improvements Project- La Homa Road APPRAISAL

Department: Hidalgo County Urban County Program

Firm/Participant: Appraisal Haus

Evaluator: David Naciensano Date: 3-27-15

Print Form

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2015-009-02-04-SGS

Internal Use Only: Commodity Code: 946-15

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	5
➢ Thoroughness	5	4
➢ Understanding of Project	5	5
➢ List of references provided	5	5
➢ Clarity-Brevity	5	5
➢ Degree if Interest	5	5
Comments/Rationale For Points: Meets most criteria, but needs to be more thorough with information provided		TOTAL 29
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	5
➢ Relevant experience	5	5
➢ Experience with similar projects	5	5
➢ Knowledge of area	5	5
➢ Timeliness of schedule	5	5
➢ Quality services previously provided to Hidalgo County	5	4
➢ Current workload	5	4
➢ Ability to commence various re-quested projects simultaneously	5	4
➢ Completion of projects within budgets	5	4
Comments/Rationale For Points: Meets most criteria, but needs to provide more information on previous work completed		TOTAL 41
3. **STAFFING**------- (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	10
➢ Required discipline skills	5	4
Comments/Rationale For Points: Meets most criteria, but needs to elaborate on disciplined skills		TOTAL 34
	Total Score	94

Project Name: Palmview- Street Improvements Project- La Homa Road APPRAISAL

Department: Hidalgo County Urban County Program

Firm/Participant: Appraisal Haus

Evaluator: Antonio Barco, UCP Deputy Director Date: 2-17-15

Print Form

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2015-009-02-04-SGS

Internal Use Only: Commodity Code: 946-15

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	4
➢ Thoroughness	5	4
➢ Understanding of Project	5	4
➢ List of references provided	5	3
➢ Clarity-Brevity	5	4
➢ Degree if Interest	5	4
Comments/Rationale For Points:		TOTAL 23
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	4
➢ Relevant experience	5	4
➢ Experience with similar projects	5	3
➢ Knowledge of area	5	4
➢ Timeliness of schedule	5	4
➢ Quality services previously provided to Hidalgo County	5	4
➢ Current workload	5	4
➢ Ability to commence various re-quested projects simultaneously	5	4
➢ Completion of projects within budgets	5	4
Comments/Rationale For Points:		TOTAL 35
3. **STAFFING**-------- (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	10
➢ Required discipline skills	5	5
Comments/Rationale For Points:		TOTAL 25
Total Score		83

Project Name: Palmview Street Improvements-La Homa Rd

Department: Urban County

Firm/Participant: Appraisal Haus

Evaluator: _____ Date: 04-06-15

Print Form

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2015-009-02-04-SGS

Internal Use Only: Commodity Code: 946-15

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	4
➢ Thoroughness	5	4
➢ Understanding of Project	5	4
➢ List of references provided	5	4
➢ Clarity-Brevity	5	4
➢ Degree if Interest	5	4
Comments/Rationale For Points:		TOTAL 24
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	4
➢ Relevant experience	5	4
➢ Experience with similar projects	5	4
➢ Knowledge of area	5	4
➢ Timeliness of schedule	5	4
➢ Quality services previously provided to Hidalgo County	5	4
➢ Current workload	5	4
➢ Ability to commence various re-quested projects simultaneously	5	4
➢ Completion of projects within budgets	5	4
Comments/Rationale For Points:		TOTAL 36
3. **STAFFING**-------- (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	5
➢ Required discipline skills	5	5
Comments/Rationale For Points:		TOTAL 20
Total Score		80

Project Name: Palmview- Street Improvements Project- La Homa Road APPRAISAL

Department: Hidalgo County Urban County Program

Firm/Participant: HLH Appraisal Services

Evaluator: David Naciensano Date: 3-27-15

Print Form

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2015-009-02-04-SGS

Internal Use Only: Commodity Code: 946-15

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	5
➢ Thoroughness	5	5
➢ Understanding of Project	5	5
➢ List of references provided	5	5
➢ Clarity-Brevity	5	5
➢ Degree if Interest	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 30
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	5
➢ Relevant experience	5	5
➢ Experience with similar projects	5	5
➢ Knowledge of area	5	5
➢ Timeliness of schedule	5	4
➢ Quality services previously provided to Hidalgo County	5	5
➢ Current workload	5	3
➢ Ability to commence various re-quested projects simultaneously	5	4
➢ Completion of projects within budgets	5	5
Comments/Rationale For Points: Meets most criteria, but will have difficulty meeting timelines because Company has only one employee.		TOTAL 41
3. **STAFFING**-------- (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	9
➢ Required discipline skills	5	5
Comments/Rationale For Points: Meets most criteria, but Company only has one employee		TOTAL 24
	Total Score	95

Project Name: Palmview- Street Improvements Project- La Homa Road ~~APPRAISAL~~

Department: Hidalgo County Urban County Program

Firm/Participant: HLH Appraisal Services

Evaluator: Antonio Barco, UCP Deputy Director Date: 7-17-15

Print Form

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2015-009-02-04-SGS

Internal Use Only: Commodity Code: 946-15

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	3
➢ Thoroughness	5	4
➢ Understanding of Project	5	4
➢ List of references provided	5	4
➢ Clarity-Brevity	5	4
➢ Degree if Interest	5	4
Comments/Rationale For Points:		TOTAL: 23
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	4
➢ Relevant experience	5	2
➢ Experience with similar projects	5	3
➢ Knowledge of area	5	3
➢ Timeliness of schedule	5	4
➢ Quality services previously provided to Hidalgo County	5	4
➢ Current workload	5	4
➢ Ability to commence various re-quested projects simultaneously	5	4
➢ Completion of projects within budgets	5	4
Comments/Rationale For Points:		TOTAL: 32
3. **STAFFING**-------- (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	10
➢ Required discipline skills	5	5
Comments/Rationale For Points: Does not appear to offer review services.		TOTAL: 25
Total Score		80

Project Name: Palmview Street Improvements- La Homa Rd

Department: Urban County

Firm/Participant: HLH Appraisal Services

Evaluator: _____ Date: 04-06-15

AI-50660 **Urban County** **13. C.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Diana Serna, URBAN COUNTY **Submitted By:** Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a) (4) for Appraisal Review Services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) Appraisal Review Services firms from the County's approved "pool" as graded and evaluated by City of Palmview, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program for Palmview Street Improvement Project (La Homa Road).

APPRAISAL	GRADE	RANKED
HLH Appraisal Services	92%	
Appraisal HAUS	33.33%	
Leonel Garza, Jr. & Associates	28.33%	

3. Authority to negotiate a professional appraisal review service contract with the No. 1 ranked firm of _____ for the provision of Appraisal Review Services for the City of Palmview Street Improvements Project (La Homa Road).

BACKGROUND

Services are necessary for the Street Improvements to La Homa Road, a project in conjunction with Precinct No. 3 and the City of Palmview to acquire right of way necessary for the construction of a new bridge and drainage improvements on La Homa Road from Jimmy Garza Drive to US Business 83.

Fiscal Impact

Attachments

Grade/Rank La Homa Road

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/29/2015 02:51 PM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM

Form Started By: Sandra Regalado Started On: 07/29/2015 10:27 AM

Final Approval Date: 07/31/2015

City of Palmview
Appraisal Review Services
Street Improvements
La Homa Road
Grading-Ranking Grid

Criteria	HLH APPRAISAL SERVICES			APPRAISAL HAUS			LEONEL GARZA, JR. & ASSOCIATES		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Responsiveness	24	30	24	30	0	0	24	0	0
Firm Capabilities	45	41	43	45	0	0	36	0	0
Staffing	20	24	25	25	0	0	25	0	0
TOTALS	89	95	92	100	0	0	85	0	0
AVERAGES	276 % 3 = 92%			100% 3 = 33.33%			85% 3 = 28.33%		
RATING									

Print Form

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2015-009-02-04-SGS

Internal Use Only: Commodity Code: 946-15

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	4
➢ Thoroughness	5	4
➢ Understanding of Project	5	4
➢ List of references provided	5	4
➢ Clarity-Brevity	5	4
➢ Degree if Interest	5	4
Comments/Rationale For Points:		TOTAL 24
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	5
➢ Relevant experience	5	5
➢ Experience with similar projects	5	5
➢ Knowledge of area	5	5
➢ Timeliness of schedule	5	5
➢ Quality services previously provided to Hidalgo County	5	5
➢ Current workload	5	5
➢ Ability to commence various re-quested projects simultaneously	5	5
➢ Completion of projects within budgets	5	5
Comments/Rationale For Points:		TOTAL 45
3. **STAFFING**-------- (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	5
➢ Required discipline skills	5	5
Comments/Rationale For Points:		TOTAL 20
Total Score		89

Project Name: Palmview- Street Improvements Project- La Homa Road- APPRAISAL REVIEW

Department: Hidalgo County Urban County Program

Firm/Participant: HLH Appraisal Services

Evaluator: David Naciensano DN Date: 3-27-15

Print Form

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2015-009-02-04-SGS

Internal Use Only: Commodity Code: 946-15

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	5
➢ Thoroughness	5	5
➢ Understanding of Project	5	5
➢ List of references provided	5	5
➢ Clarity-Brevity	5	5
➢ Degree if Interest	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 30
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	5
➢ Relevant experience	5	5
➢ Experience with similar projects	5	5
➢ Knowledge of area	5	5
➢ Timeliness of schedule	5	4
➢ Quality services previously provided to Hidalgo County	5	5
➢ Current workload	5	3
➢ Ability to commence various re-quested projects simultaneously	5	4
➢ Completion of projects within budgets	5	5
Comments/Rationale For Points: Meets most criteria, but only one employee		TOTAL 41
3. **STAFFING**------- (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	9
➢ Required discipline skills	5	5
Comments/Rationale For Points: Meets most criteria, but only one employee		TOTAL 24
	Total Score	95

Project Name: Palmview- Street Improvements Project- La Homa Road- APPRAISAL REVIEW

Department: Hidalgo County Urban County Program

Firm/Participant: HLH Appraisal Services

Evaluator: Antonio Barco, UCP Deputy Director Date: 7-17-15

Print Form

EXHIBIT "B"

EVALUATION CRITERIA

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No. 2015-009-02-04-SGS

Internal Use Only: Commodity Code: 946-15

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	4
➢ Thoroughness	5	4
➢ Understanding of Project	5	4
➢ List of references provided	5	4
➢ Clarity-Brevity	5	4
➢ Degree if Interest	5	4
Comments/Rationale For Points:		TOTAL 24
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	5
➢ Relevant experience	5	5
➢ Experience with similar projects	5	5
➢ Knowledge of area	5	4
➢ Timeliness of schedule	5	4
➢ Quality services previously provided to Hidalgo County	5	5
➢ Current workload	5	5
➢ Ability to commence various re-quested projects simultaneously	5	5
➢ Completion of projects within budgets	5	5
Comments/Rationale For Points:		TOTAL 43
3. **STAFFING**------- (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	10
➢ Required discipline skills	5	5
Comments/Rationale For Points:		TOTAL 25
Total Score		92

Project Name: Palmview Street Improvements- La Homa Rd- Appraisal Review

Department: Urban County

Firm/Participant: HLH Appraisal Services

Evaluator: _____ Date: 04-06-15

Print Form

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2015-009-02-04-SGS

Internal Use Only: Commodity Code: 946-15

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	5
➢ Thoroughness	5	5
➢ Understanding of Project	5	5
➢ List of references provided	5	5
➢ Clarity-Brevity	5	5
➢ Degree if Interest	5	5
Comments/Rationale For Points:		TOTAL 30
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	5
➢ Relevant experience	5	5
➢ Experience with similar projects	5	5
➢ Knowledge of area	5	5
➢ Timeliness of schedule	5	5
➢ Quality services previously provided to Hidalgo County	5	5
➢ Current workload	5	5
➢ Ability to commence various re-quested projects simultaneously	5	5
➢ Completion of projects within budgets	5	5
Comments/Rationale For Points:		TOTAL 45
3. **STAFFING**-------- (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	10
➢ Required discipline skills	5	5
Comments/Rationale For Points:		TOTAL 25
Total Score		100

Project Name: Palmview- Street Improvements Project- La Homa Road- APPRAISAL REVIEW

Department: Hidalgo County Urban County Program

Firm/Participant: Appraisal Haus

Evaluator: David Naciensano Date: 3-27-15

Print Form

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2015-009-02-04-SGS

Internal Use Only: Commodity Code: 946-15

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points: Could not evaluate because firm will only perform Appraisals		TOTAL 0
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points: Could not evaluate because firm will only perform Appraisals		TOTAL 0
3. **STAFFING**--------- (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points: Could not evaluate because firm will only perform Appraisals		TOTAL 0
	Total Score	0

Project Name: Palmview- Street Improvements Project- La Homa Road- APPRAISAL REVIEW

Department: Hidalgo County Urban County Program

Firm/Participant: Appraisal Haus

Evaluator: Antonio Barco, UCP Deputy Director Date: 7-17-15

Print Form

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2015-009-02-04-SGS

Internal Use Only: Commodity Code: 946-15

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		TOTAL 0
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		TOTAL 0
3. **STAFFING**-------- (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points: Does not appear to offer review services.		TOTAL
Total Score		-0-

Project Name: Palmview Street Improvements- La Homa Rd- Appraisal Review

Department: Urban County

Firm/Participant: Appraisal Haus

Evaluator: _____ Date: 04-06-15

Print Form

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2015-009-02-04-SGS

Internal Use Only: Commodity Code: 946-15

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	4
➢ Thoroughness	5	4
➢ Understanding of Project	5	4
➢ List of references provided	5	4
➢ Clarity-Brevity	5	4
➢ Degree if Interest	5	4
Comments/Rationale For Points:		TOTAL 24
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	4
➢ Relevant experience	5	4
➢ Experience with similar projects	5	4
➢ Knowledge of area	5	4
➢ Timeliness of schedule	5	4
➢ Quality services previously provided to Hidalgo County	5	4
➢ Current workload	5	4
➢ Ability to commence various re-quested projects simultaneously	5	4
➢ Completion of projects within budgets	5	4
Comments/Rationale For Points:		TOTAL 36
3. **STAFFING**-------- (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	10
➢ Required discipline skills	5	5
Comments/Rationale For Points:		TOTAL 25
Total Score		85

Project Name: Palmview- Street Improvements Project- La Homa Road- APPRAISAL REVIEW

Department: Hidalgo County Urban County Program

Firm/Participant: Leonel Garza, Jr. & Associates

Evaluator: David Naciensano Date: 3-27-15

Print Form

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2015-009-02-04-SGS

Internal Use Only: Commodity Code: 946-15

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points: Could not evaluate because Firm will perform only Appraisals		TOTAL 0
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points: Could not evaluate because Firm will perform only Appraisals		TOTAL 0
3. **STAFFING**------- (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points: Could not evaluate. Because Firm will perform only Appraisals		TOTAL 0
	Total Score	0

Project Name: Palmview- Street Improvements Project- La Homa Road- APPRAISAL REVIEW

Department: Hidalgo County Urban County Program

Firm/Participant: Leonel Garza, Jr. & Associates

Evaluator: Antonio Barco, UCP Deputy Director Date: 7-17-15

Print Form

EXHIBIT "B"

EVALUATION CRITERIA

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No. 2015-009-02-04-SGS

Internal Use Only: Commodity Code: 946-15

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		TOTAL 0
2. **FIRM CAPABILITIES** ----- (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		TOTAL 0
3. **STAFFING**------- (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points: Does not appear to offer review services.		TOTAL
Total Score		0

Project Name: Palmview Street Improvements- La Homa Rd- Appraisal Review

Department: Urban County

Firm/Participant: Leonel Garza Jr. & Associates

Evaluator: _____ Date: 04-06-15

AI-50603 **Urban County** **13. D.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval to re-authorize Urban County Program Director to approve certain Change Orders on Urban County Projects.

BACKGROUND

The County of Hidalgo Procurement Procedures, in Section III, No. F (B), permits as follows:

"If a change order involves an increase or decrease in cost of $50,000 or less, the commissioners' court may grant general authority to an employee to approve change orders. However, the original price may not be increased by more than 25% unless the Change order is necessary to comply with a federal or state statue, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made.

The original contract price may not be decreased by 18 percent or more without the consent of the contractor."

The Urban County Program is requesting that such a Grant of General Authority be made to Director Diana R. Serna, under the conditions listed above, and for Change Orders requesting additional time for completion. This would help to speed up project spending and completion, while Commissioners' Court would still retain responsibility for any proposed major changes.

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date

Budget & Management	Veronica Ortiz	07/29/2015 02:50 PM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM

Form Started By: Sandra Regalado Started On: 07/23/2015 09:10 AM

Final Approval Date: 07/31/2015

AI-50689 **Precinct #2** **14. A.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

1. Approval of Interlocal Agreement between Hidalgo County and the City of Alamo to reaffirm the previous agreement approved and dated February 13, 2001 to develop a solid waste collection facility in the vicinity of El Gato Road and South Tower Road.
2. Approval of ICA Project in accordance with Texas Government Code Section 791.014 to develop a solid waste collection facility project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-432-00-122-001-0-339

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

BUDGETARY IMPACT:

Funding for appraisal and title report is pending approval of AI#50698 CC 8/4/15.

Attachments

Interlocal Agreement
LEGAL

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/30/2015 02:23 PM
Manuel Chapa	Manuel Chapa	07/31/2015 01:49 PM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM
Form Started By: Erika Zamora		Started On: 07/30/2015 11:06 AM
Final Approval Date: 07/31/2015		

STATE OF TEXAS §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN CITY OF ALAMO AND HIDALGO COUNTY

THIS Agreement is made on this the _____ day of _____, 2015, by and between HIDALGO COUNTY, TEXAS, hereinafter referred to as "County" and CITY OF ALAMO, TEXAS, hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

W I T N E S S E T H

WHEREAS, County and City, each pursuant to its statutory and constitutional authority, are responsible for health, safety and sanitation issues within their boundaries;

WHEREAS, County and City previously by Interlocal Cooperation Agreement dated February 13, 2001 (the "Previous Agreement") agreed to the subject matter of this Agreement;

WHEREAS, County and City desire to reaffirm the Previous Agreement;

WHEREAS, County desires to develop a solid waste collection facility in the vicinity of El Gato Road and South Tower Road (hereinafter the "Project"); and

WHEREAS, the Project will benefit both persons residing outside the corporate limits of municipalities and persons and businesses residing within the City and it extraterritorial jurisdiction; and

WHEREAS, parties have agreed to cooperate by providing property for the Project and for construction and development of the Project.

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

1. County, at its sole cost and expense, will retain and contract with competent design professionals as are necessary to prepare all construction plans necessary for the construction of the Project, provide all the title research and surveyors for land acquisition purposes, and appraisers and review appraisers, as necessary. County will also, at its sole cost and expense, perform, through its own staff and equipment, or through a third party contractor, the work necessary to construct the improvements to the Project in a good and workmanlike manner.

2. For and consideration of County's construction of the Project, City agrees to convey to County, with a right of reversion if the property ever ceases to be

used for a public purpose, an approximately 2.939 acre parcel of land, located approximately ½ mile East of South Tower Road, and with frontage on El Gato Road as shown on attached Exhibit A (the "Property"), for use by County for the construction and operation of the Project. Within sixty (60) business days following the execution of this Agreement by City and County, County will obtain a title report confirming the ownership status of the Property, and a survey, metes and bounds description of the Property. City and County agree to execute appropriate documents to consummate the purchase of the Property within five (5) business days following the receipt by County of the survey and title information. The City acknowledges that the construction and operation of the Project on the Property by the County constitutes good and adequate consideration for the conveyance of the Property to the County as herein provided.

3. City and County will enter into such additional agreements as are reasonably necessary for the operation of the Project, including agreements with other governmental entities for the processing and disposal of recyclable waste.

4. **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 conflict exists.

5. **No Waiver.** No waiver by any party hereto 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.

6. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party 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.

7. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision

to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

8. **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.

9. **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 registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith

If to County:	Hidalgo County, Texas Attention: Ramon Garcia, County Judge P.O. Box 758 Edinburg, Texas 78540-0758
If to Alamo:	City of Alamo Attention: Mayor Diana Martinez 420 N. Tower Rd. Alamo, Texas 78516
With copies to:	Commissioner Eduardo "Eddie" Cantu, Precinct 2 300 W. Hall Acres, Suite G Pharr, Texas 78577

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 Unites States mail.

10. **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.

11. **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.

12. **Assignment.** This Agreement shall not be assignable.

13. **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.

14. **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

15. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

16. **Performance of Government Functions.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

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

CITY OF ALAMO, TEXAS

By: _____
Diana Martinez, Mayor

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

STATE OF TEXAS §
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the City of Alamo, Texas desires to develop a solid waste collection facility in the vicinity of El Gato Road and South Tower Road (hereinafter the "Project"); within the corporate limits of the City of Alamo.

By vote on_____ 2015, the Hidalgo County Commissioners Court has approved the project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

EXHIBIT A

Metes and Bounds Description
for a 1.986 acre tract of land

A 1.986 ACRE (86,497 SQ. FT.) TRACT OF LAND MORE OR LESS , OUT OF LOT 10, BLOCK 30, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME ONE (1) PAGE TWENTY-FOUR (24) THROUGH TWENTY-SIX (26), MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND BEING MORE SPECIFICALLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF LOT 10, BLOCK 30, THENCE WITH THE CENTERLINE OF EL GATO ROAD WEST 233.00 FEET TO A POINT FOR THE NORTHERN MOST CORNER OF THIS TRACT AND ALSO BEING THE POINT OF BEGINNING;

THENCE S37°36'32"E, 107.95 FEET ALONG A LINE TO A POINT FOR AN EXTERIOR CORNER OF THIS TRACT;

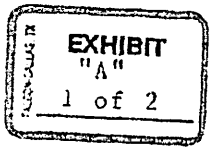
THENCE S18°57'37"E, 128.79 FEET ALONG A LINE TO A POINT FOR AN EXTERIOR CORNER OF THIS TRACT;

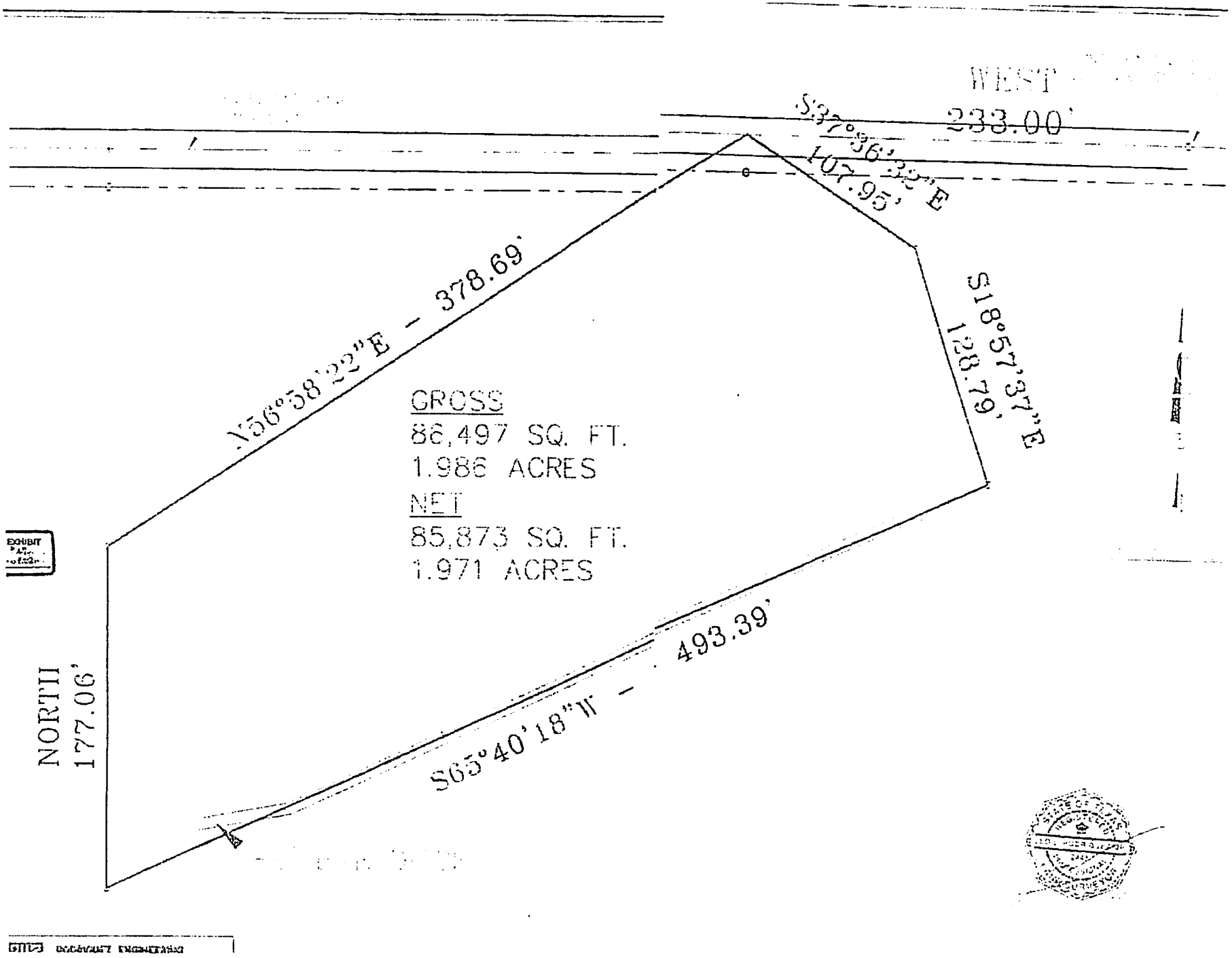
THENCE S65°40'18"W, 493.39 FEET ALONG A LINE TO A POINT FOR THE SOUTHERN MOST CORNER OF THIS TRACT;

THENCE NORTH, 177.06 FEET ALONG A LINE TO A POINT FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE N 56°58'22"E, 378.69 FEET ALONG A LINE TO A POINT ON THE CENTERLINE OF EL GATO ROAD FOR THE NORTH MOST CORNER OF THIS TRACT AND THE POINT OF BEGINNING, AND CONTAINING 1.986 ACRES (86,497 SQ. FT.) TRACT OF LAND MORE OR LESS.






WEST
233.00'
S37°36'33"E
107.95'
S18°57'37"E
128.79'
S65°40'18"W - 493.39'
N56°38'22"E - 378.69'
NORTH
177.06'
GROSS
86,497 SQ. FT.
1.986 ACRES
NET
85,873 SQ. FT.
1.971 ACRES

Zimbra **erika.zamora@co.hidalgo.tx.us**

Fwd: City of Alamo Collection Site Interlocal Agreement

From : Jaime Salinas <jaime.salinas@co.hidalgo.tx.us> Fri, Jul 31, 2015 12:56 PM

Subject : Fwd: City of Alamo Collection Site Interlocal Agreement 2 attachments

To : Erika Zamora <erika.zamora@co.hidalgo.tx.us>

This is the e-mail Steve sent us

Jaime Salinas, R.O.W
300 West Hall acres Ste G
Hidalgo County Pct # 2
Right of Way Department
Office: # 956-787-1891
Fax: # 956-787-4683
Cell:# 956-207-9298

----- Forwarded Message -----
From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Jaime Salinas" <jaime.salinas@co.hidalgo.tx.us>
Sent: Wednesday, July 15, 2015 8:55:58 AM
Subject: FW: City of Alamo Collection Site Interlocal Agreement

Good Morning Jaime:

Attached is the revised agreement as per Auditors request.

Thank you,

Marynel Trevino, Secretary for

Stephen L. Crain & J. Joseph Vale
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com

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Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law.

This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

-----Original Message-----
From: Jaime Salinas [mailto:jaime.salinas@co.hidalgo.tx.us]
Sent: Monday, July 13, 2015 3:13 PM
To: Steve Crain
Cc: Armando Garza Jr.
Subject: Fwd: City of Alamo Collection Site Interlocal Agreement

Mr. Crain

Can you please call me at your earliest convenience to dicuss this interlocal agreement that the County currently has in place with the City of Alamo pertaining to the Collection Site on El Gato Rd., the Auditors office is saying that we would have to renew the interlocal agreement and place it on the agenda because of the elapsed time.

Jaime Salinas, R.O.W
300 West Hall acres Ste G
Hidalgo County Pct # 2
Right of Way Department
Office: # 956-787-1891
Fax: # 956-787-4683
Cell:# 956-207-9298

----- Forwarded Message -----
From: "4025@hidalgocounty.local" <scan@co.hidalgo.tx.us>
To: "Jaime" <jaime.salinas@co.hidalgo.tx.us>
Sent: Monday, July 13, 2015 2:28:12 PM
Subject: Attached Image

0453_001.pdf
431 KB

ICA El Gato and South Tower Rd reaffirm the Previous Agreement.pdf
2 MB

AI-50701 **Precinct #2** **14. B.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

1. Requesting approval to rescind action taken on July 21, 2015, Agenda Item No. 50546 on Inter-local Agreement between Hidalgo County and Hidalgo County Drainage District No. 1 to Assist County in ROW acquisition services for Pct. 2 Regional Linear Park Project.
2. In accordance with section 791.001 of the Texas Government Code, requesting approval of Inter-Local Agreement between Hidalgo County Drainage District No.1 and the County of Hidalgo to assist each other in providing certain ongoing services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Per Pct. 2,
No financial impact to the county
dd#1 will be providing us funding assistance.

From Interlocal:
WHEREAS, the District when a project arises shall present a description of the services required and if County desires to perform the services presented by District, County shall provide District the cost of County providing the services either by its own forces or through a third party;

Compensation of County. County shall be entitled to payment for any Response accepted in writing by District. Such payment shall be made within thirty (30) days of receipt of County's statement setting forth the amount due or upon such other

terms agreed in writing between the District and the County.

Attachments

email legal
AGREEMENT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/30/2015 03:28 PM
Manuel Chapa	Manuel Chapa	07/31/2015 11:16 AM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM
Form Started By: Erika Zamora		Started On: 07/30/2015 02:31 PM
Final Approval Date: 07/31/2015		

Zimbra **erika.zamora@co.hidalgo.tx.us**

Fwd:

From : Jaime Salazar <jaime.salazar@hcdd1.org> Wed, Jul 29, 2015 03:30 PM

Subject : Fwd: 3 attachments

To : armando garzajr <armando.garzajr@co.hidalgo.tx.us>

Cc : erika zamora <erika.zamora@co.hidalgo.tx.us>, Raul Sesin <raul.sesin@hcdd1.org>

Good afternoon Mr. Garza, below item will be placed on the Drainage District agenda for August 4, 2015.

A.) Requesting approval to rescind action taken on July 21, 2015, Agenda Item No. 50561. Inter-local Agreement to Assist County in ROW acquisition services for Pct. 2 Regional Linear Park Project.

B.) In accordance with section 791.001 of the Texas Government Code, requesting approval of Inter-Local Agreement between Hidalgo County Drainage District No.1 and the County of Hidalgo. In order to assist each other in providing certain ongoing services.

Please review and let me know if you have any questions or if additional information is required.

Thank you,

Jaime Salazar
Buyer
Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, TX 78542
Off: (956)292-7080 ext. 5811
Fax:(956)292-7089
jaime.salazar@hcdd1.org

From: "Jaime Salazar" <jaime.salazar@hcdd1.org>
To: "armando garzajr" <armando.garzajr@co.hidalgo.tx.us>
Cc: "erika zamora" <erika.zamora@co.hidalgo.tx.us>
Sent: Wednesday, July 29, 2015 2:31:52 PM

Subject: Fwd:

Good afternoon Mr. Garza, please see email below from Mr. Crain. As per Mr. Crain we will need to rescind action taken on July 21, 2015.

Please contact me to discuss (956)-522-8095.

Thank you,

Jaime Salazar
Buyer
Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, TX 78542
Off: (956)292-7080 ext. 5811
Fax:(956)292-7089
jaime.salazar@hcdd1.org

From: "Raul Sesin" <raul.sesin@hcdd1.org>
To: "Jaime Salazar" <jaime.salazar@hcdd1.org>
Cc: "Lora Briones" <lora.briones@hcdd1.org>
Sent: Monday, July 27, 2015 2:03:06 PM
Subject: Fwd:

Get with me on any questions.

Raul E. Sesin, PE, CFM
Sent from my iPhone

Begin forwarded message:

From: "Stephen L. Crain" <scrain@atlashall.com>
Date: July 27, 2015 at 1:34:12 PM CDT
To: "'Raul Sesin'" <raul.sesin@hcdd1.org>
Cc: "'Sylvia Sanchez'" <sylvia.sanchez@hcdd1.org>

Good afternoon:

Attached is the services agreement between District and County. As per Mr. Crain, please recind the previous action taken between County and District agenda's and post the attached agreement for the next CC meeting.
If you have any questions, please call our office.

Thank you,
Marynel Trevino, Secretary for

Stephen L. Crain & J. Joseph Vale

ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com

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This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.



Jaime Signature.fw.png
136 KB



Jaime Signature.fw.png
136 KB

Procurement Agreement.pdf
154 KB

STATE OF TEXAS §
COUNTY OF HIDALGO §

INTERLOAL COOPERATION
AGREEMENT BETWEEN THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND THE COUNTY OF HIDALGO

This INTERLOCAL COOPERATION AGREEMENT by and between the Hidalgo County Drainage District No. 1 (the "District") and the County of Hidalgo (the "County"), is made effective the ___ day of _____, 2015, pursuant to the provisions of the Texas Interlocal Cooperation Act, (the "Act") as follows:

WITNESSETH

WHEREAS, the District and the County assist each other in providing certain ongoing services;

WHEREAS, District from time to time requires certain other services that are not ongoing;

WHEREAS, the District when a project arises shall present a description of the services required and if County desires to perform the services presented by District, County shall provide District the cost of County providing the services either by its own forces or through a third party; and

WHEREAS, the District and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 790.001 et. seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

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

1. District upon need of services to be performed may present to County a detailed description of the services so desired to County (the "Request");

2. If County desires to perform such services requested by District, County shall review the description of services in the Request and provide in writing County's cost in either providing the services specified in the Request through County's own forces or by third party contractor(s) in providing such services (the "Response");

3. District on receipt of County's Response shall either accept or reject the Response in writing. If District does not respond within sixty (60) days following receipt of the Response then the Response shall be deemed to be rejected for all purposes.

4. Any Request by District or Response by County shall reference this Agreement.

5. **Term of Agreement**. The term of this Agreement shall be one (1) year from the date hereof. This Agreement shall automatically renew for additional one year periods unless prior to any anniversary date hereof, any party notifies the other in writing at least ninety (90) days prior to any such anniversary date of such party's termination of this Agreement on the next occurring anniversary date.

6. **Compensation of County**. County shall be entitled to payment for any Response accepted in writing by District. Such payment shall be made within thirty (30) days of receipt of County's statement setting forth the amount due or upon such other terms agreed in writing between the District and the County.

7. **Miscellaneous.**

   A. This Agreement may only be changed or modified by execution by the parties hereto of an amendment to this Agreement.

   B. This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

   C. Except as elsewhere provided herein, this Agreement is not assignable by either County or District, in whole or in part. Notwithstanding anything to the contrary herein, the District may, upon ninety (90) days written notice to County, terminate this Agreement upon County's negligence or willful misconduct in the administration of its duties under this Agreement.

   D. The parties hereto each represent and warrant to the other that it has full right and authority to enter into this Agreement and to perform its obligations hereunder and that all actions required by law to be taken by each party as a condition precedent to the valid execution of this Agreement have been taken, and assuming due authorization, execution and delivery by the parties hereto, this Agreement constitutes a legal, valid and binding obligation of the parties enforceable in accordance with its terms.

   E. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

F. In the event any party hereto is required to employ counsel to enforce its rights under the terms and conditions of this Agreement, and such party prevails, as determined by a court of competent jurisdiction from which no appeal can be or is taken, such party shall be entitled to recover from the party against which it prevailed its reasonable attorney's fees and expenses plus costs of suit.

G. County shall at all times be deemed an independent contractor with the District and this Agreement shall not be deemed to constitute County as a partner or joint venturer with District.

H. Nothing herein contained shall be construed as prohibiting County or District from entering into agreements with other parties, which agreements are similar in nature or which contemplate activities similar to this Agreement.

I. All notices, requests, demands or other documents which may be, or are required to be, given or delivered pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or delivered when served personally on an officer of the party to which they are to be given or delivered, or upon three (3) days after being deposited in the U.S. Mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows:

If to County: County of Hidalgo
Attention: County Judge Ramon Garcia
P.O. Box 758
Edinburg, Texas 78540-0758

If the District: Hidalgo County Drainage District No. 1
Attention: Raul Sesin, Manager
902 N. Doolittle Road
Edinburg, Texas 78542

J. This Agreement shall be deemed a contract made under the laws of the State of Texas, and is performable in Hidalgo County, Texas.

K. If any term or provision of this Agreement shall be determined to be illegal or unenforceable all other terms and provisions of this Agreement shall nevertheless remain effective.

L. Each party hereto is entering into this Agreement for the purpose of

providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

M. 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 their 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 times such conflict exists.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

By: _____
Ramon Garcia, Chair, Board of Directors

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County of Hidalgo

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

AI-50707 **Precinct #2** **14. C.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #

Department: COMM. PCT. #2

Information

CAPTION

CO2014 - Pct. 2 (1345)
Approval of 2015 appropriation of funds in the amount of $42,000.00 to fund Pct 2 Eldora Road improvement project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-122-107-0-841

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

BUDGETARY IMPACT:

Appropriation of 2014 CO monies into Pct 2 Eldora Rd Project.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/30/2015 03:29 PM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM
Form Started By: Erika Zamora		Started On: 07/30/2015 03:14 PM
Final Approval Date: 07/31/2015		

DATE: August 4, 2015

2015
Appropriation

DEPARTMENT HEAD: Commissioner Eduardo " Eddie" Cantu

DEPARTMENT NAME: Hidalgo County Precinct 2-CO2014 ICA SJ-Eldora Rd Prj

ACCOUNT NUMBER: 5-1345-431-00-122-107-0-841

Contact Person: Erika Zamora **Ph#** 956-787-1891

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
5-1345-431-00-122-107-0-841	CO2014-Pct 2 ICA SJ-Eldora (7,580LF E o Aid to Govt Agency	42,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 42,000.00

REASON: Appropriation from the CO2014 (1345) to fund Pct 2 Eldora Road Improvement Project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-50691 **Precinct #3** **15. A.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

1. Requesting approval of Interlocal Cooperation Agrement (ICA) between the County of Hidalgo and the City of Alton concerning certain improvements to FM 676 (Mile 5) from SH 364 (La Homa) to Taylor Rd.

2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement project regarding certain road improvements to FM 676 also known as Mile 5 from SH 364 (La Homa) to Taylor Road.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-123-116-0-841

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

BUDGETARY IMPACT:

Funding pending approval of AI# 50731 (County(Pct#3) share).

From Interlocal:

Whereas, the City and County will cooperatively seek to fund the construction and ROW costs of this Project through the Hidalgo
County Metropolitan Planning Organization (HCMPO) and TxDOT;

Whereas, the total Phase I project development cost is estimated to be $993,950.00 of which the County will contribute
an estimated amount of $496,975.00;

Whereas, the City desires to cooperate by contributing a total sum not to exceed the amount of $496,975.00 to County toward the project development activities;

3. The City shall pay County as its contribution for Phase I of the Project the sum of $496,975.00 at time of execution of this Agreement.

Attachments

ICA City of Alton - FM 676

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/31/2015 01:08 PM
Manuel Chapa	Manuel Chapa	07/31/2015 01:39 PM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM
Form Started By: Norma Ceballos		Started On: 07/30/2015 11:27 AM
Final Approval Date: 07/31/2015		

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY OF ALTON, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO FM 676 (MILE 5) FROM SH 364 (LA HOMA) TO TAYLOR ROAD

THIS Agreement is made on this the _____ day of _____, 2015 by and between the City of Alton, Texas, hereinafter referred to as the "City" and the County of Hidalgo, Texas hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the City is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, the County is a county in the State of Texas; and

WHEREAS, the City and County desire to cooperate in making needed road improvements to FM 676 also known as Mile 5 (the "Road") from SH 364 (La Homa) to Taylor Road as outlined in Exhibit A (the "Project") and

WHEREAS, the City and County agree it is essential to develop this very important corridor, which is in much need of improvements, specifically in need of added capacity for increased safety; and

WHEREAS, the County will be the fiduciary agent for this Project and assume the role of project development lead;

WHEREAS, the City and County desire to proceed and complete the Preliminary Engineering, Environmental, Public Involvement and Schematic Design, of the Road (the "Phase I");

WHEREAS, the City and County will cooperatively seek to fund the construction and ROW costs of this Project through the Hidalgo County Metropolitan Planning Organization (HCMPO) and TxDOT;

WHEREAS, the total Phase I project development cost is estimated to be $993,950.00 of which the County will contribute an estimated amount of $496,975.00;

WHEREAS, the City desires to cooperate by contributing a total sum not to exceed the amount of $496,975.00 to County toward the project development activities; and

WHEREAS, the County and City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City agrees to support the proposition that the County assumes the role of project sponsor to develop the Phase I of the project development, which includes the Preliminary Engineering, Environmental, Public Involvement and Schematic Design services of the Road within the City limits.

NOW, THEREFORE, County and City, in consideration of the mutual covenants expressed hereinafter, agree to enter into this agreement as follows:

1. The County agrees to complete Phase I of the project development, which includes the Preliminary Engineering, Environmental Assessment, Public Involvement & Schematic services more particularly described in that portion of Exhibit B attached hereto and made a part hereof for all purposes that relates to said Phase I.

2. The Road at various points passes through the jurisdiction of City and County and forms a connecting link or integral part of the County road system.

3. The CITY shall pay County as its contribution for Phase I of the Project the sum of $496,975.00 at time of execution of this Agreement.

4. CITY, pursuant to Tex. Trans. Code 251.012, authorizes County to perform the work and services described herein within its corporate City limits.

5. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

6. Conflict of 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 their 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 the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

7. No Waiver: No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding of succeeding breach of the same or any other provision hereof.

8. Entire Agreement: This Agreement contains the entire agreement between the parties hereto and each party acknowledges that neither has made (either directly or through any agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the City's and County, and not otherwise.

9. TEXAS LAW TO APPLY: THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to City: City of Alton
Attention: Hon. Salvador Vela
509 S. Alton Blvd.
Alton, Texas 78573

If to County: Hidalgo County, Texas
Attention: Hon. Ramon Garcia, County Judge
302 W. University Drive
Edinburg, Texas 78539

With copy to: Hon. Joe M. Flores, Commissioner Pct. #3
724 N. Breyfogle
Mission, Texas 78572

11. 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.

12. 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.

13. 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.

14. Assignment: This Agreement shall not be assignable.

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

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

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

18. Governmental Purpose. Each party hereto is entering into the agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

19. Commitment or Current Revenues Only. In the event that during any term hereof; the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903

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

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CITY OF ALTON

By: _____
Hon. Salvador Vela, Mayor

ATTEST:
_____
CITY Secretary

CITY OF ALTON TEXAS

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP.

By: _____
Stephen L. Crain

APPROVED AS TO FORM:

by _____
Ricardo Gonzalez

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding certain road improvements to FM 676 also known as Mile 5 from SH 364 (La Homa) to Taylor Road, a section which is in part within the City limits of Alton and in part within County jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of Alton, Texas, and Hidalgo County.

By vote on_____ 2015, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

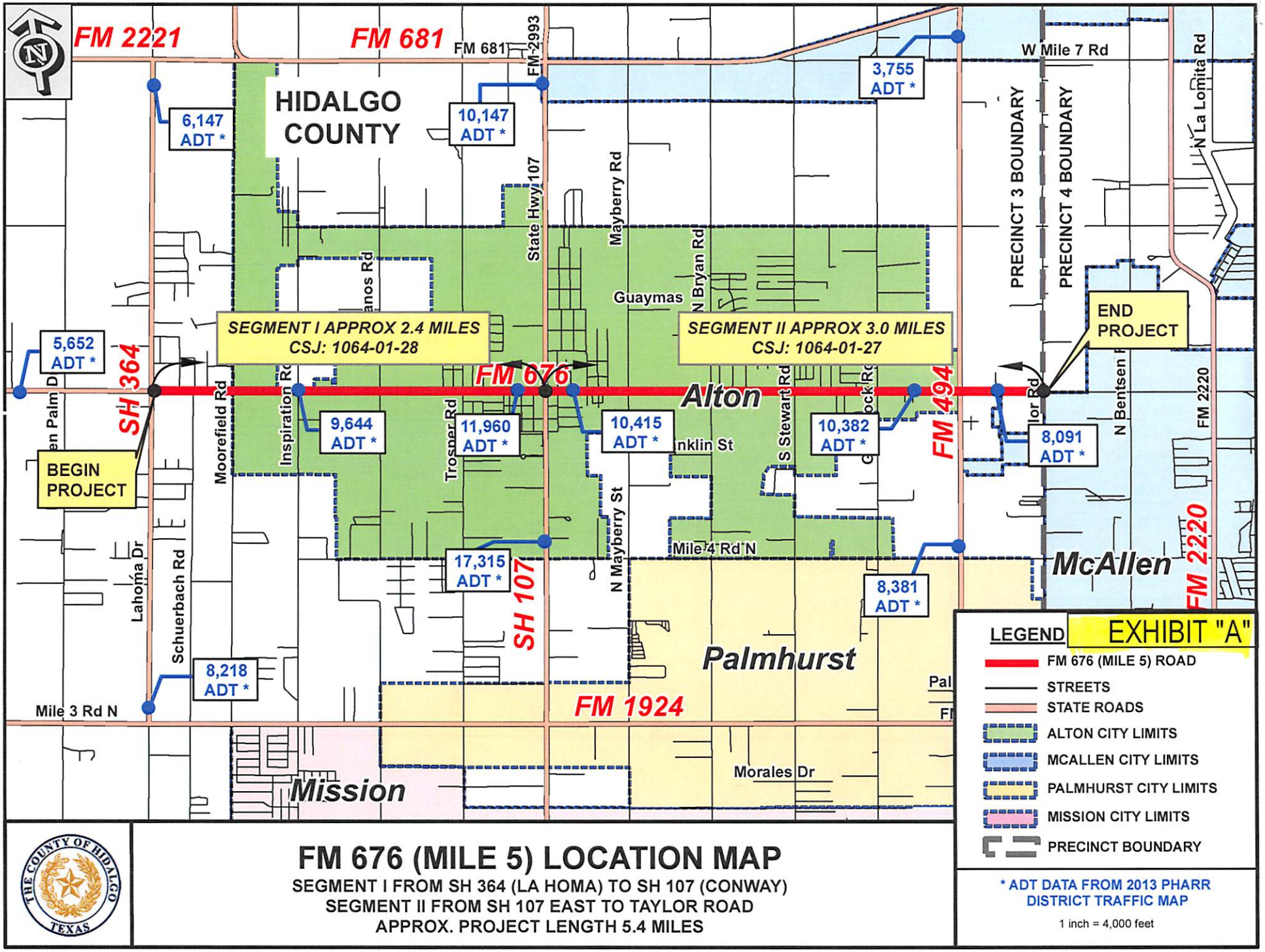
ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain



FM 676 (MILE 5) LOCATION MAP

SEGMENT I FROM SH 364 (LA HOMA) TO SH 107 (CONWAY)
SEGMENT II FROM SH 107 EAST TO TAYLOR ROAD
APPROX. PROJECT LENGTH 5.4 MILES

Document Path: C:\Users\tperales\Desktop\FM676 LOCATION MAP TAYLOR TO LA HOMA.mxd

EXHIBIT "B"
FM 676 (MILE 5) PROJECT
from La Homa (SH 364) to Taylor Road
ESTIMATED PRELIMINARY PROJECT FACT SHEET COSTS

ROADWAY PROJECT:	FM 676 (MILE 5)
LIMITS: .....(SEGMENT 1)	from La Homa (SH 364) to Conway (SH 107)
LIMITS: .....(SEGMENT 2)	from Conway (SH 107) to Taylor Road
EXISTING ROADWAY SECTION:	40-ft Rural & New Location
EXISTING ROW WIDTH:	65-ft to 100-ft Varies
PROPOSED ROADWAY SECTION:	4-lane divided urban
PROPOSED ROW WIDTH: SEGMENTS 1&2	100-FT
ESTIMATED CONSTRUCTION COST ...(SEGMENT 1)(ROADWAY ONLY)	**$10,800,000.00**
ESTIMATED CONSTRUCTION COST ...(SEGMENT 2)(ROADWAY & OUTFALL ON EAST END)	**$13,900,000.00**
LENGTH FOR 4-LANE ROADWAY ...(SEGMENT 1)	2.4 Miles
LENGTH FOR 4-LANE ROADWAY ...(SEGMENT 2)	3.0 Miles

ESTIMATED PROJECT COSTS	*ESTIMATED % LOCAL COST*	*ESTIMATED PROJECT COST*	*ESTIMATED LOCAL COST*
WORK AUTHORIZATION NO. 1 for Entire Length of SEGMENTS 1 & 2			
PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN			
Environmental Document with TxDOT	100%	$ 153,000.00	$ 153,000.00
Public Involvement for the project with stakeholders and 1 Public Meeting	100%	$ 36,000.00	$ 36,000.00
Archeological and Historical Research	100%	$ 48,000.00	$ 48,000.00
Engineering Technical Support at Public Mtgs with Layouts etc	100%	$ 33,750.00	$ 33,750.00
Schematic for Roadway	100%	$ 395,200.00	$ 395,200.00
Hydrological Map for 4 Outfall Drain Ditches & Capacities	100%	$ 84,000.00	$ 84,000.00
Office Surveys for Schematic (Prel. Ownership Identification and Property Rights)	100%	$ 42,000.00	$ 42,000.00
Preliminary Compensable Utilities Identification on Schematic	100%	$ 90,000.00	$ 90,000.00
Update Schematic based on comments as provide by TxDOT/FHWA for schematic and EA update w/ FHWA	100%	$ 40,000.00	$ 40,000.00
Engineering Technical Support to address Public Hearing	100%	$ 36,000.00	$ 36,000.00
Public Involvement to address Public Hearing	100%	$ 36,000.00	$ 36,000.00
SUB-TOTAL		**$ 993,950.00**	**$ 993,950.00**
PHASE II & III FOR INFORMATION PURPOSES ONLY			
PHASE II - ROW Map, Surveys, PS&E (SEGMENT 1)			
Complete ROW Map (Estimated 19 Parcels)	100%	TxDOT	$ -
Field Surveys for Design and Construction	100%	TxDOT	$ -
PS&E Development Roadway (7% Engineering Fee)	100%	TxDOT	$ -
Permanent and Temporary Signal Designs	100%	TxDOT	$ -
Permitted Utilities Coordination to adjust	100%	TxDOT	$ -
Preliminary Engineering Direct State Costs for State Review and Oversight (Est. 1.2% of Construction)	100%	TxDOT	$ -
SUB-TOTAL (SEGMENT 1)		$ -	$ -
PHASE II - ROW Map, Surveys, PS&E (SEGMENT 2)			
Complete ROW Map (Estimated 100 Parcels)	100%	TxDOT	$ -
Field Surveys for Design and Construction	100%	TxDOT	$ -
PS&E Development Roadway (7% Engineering Fee)	100%	TxDOT	$ -
Permanent and Temporary Signal Designs	100%	TxDOT	$ -
Permitted Utilities Coordination to adjust	100%	TxDOT	$ -
Preliminary Engineering Direct State Costs for State Review and Oversight (Est. 1.2% of Construction)	100%	TxDOT	$ -
SUB-TOTAL (SEGMENT 2)		TxDOT	$ -
PHASE III - ROW Acquisition and Construction Oversight (SEGMENT 1)			
Right-of-Way Costs - Acq.Services @ (est. 24 Parcels)	100%	$ 331,200.00	$ 331,200.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)	100%	$ 108,000.00	$ 108,000.00
Eng Consultant Construction Management (18 Months)	100%	$ -	$ -
Estimated Roadway Right-of-Way Costs	2%	$ 784,080.00	$ 11,761.20
COMPENSABLE UTILITY COSTS	2%	$ 300,000.00	$ 4,500.00
ROADWAY CONSTRUCTION COST	1%	$ 10,800,000.00	$ 108,000.00
TxDOT/LPA Construction Inspection (11%)	1%	$ 1,188,000.00	$ 11,880.00
SUB-TOTAL (SEGMENT 1)		$ 13,511,280.00	$ 575,341.20
PHASE III - ROW Acquisition and Construction Oversight (SEGMENT 2)			
Right-of-Way Costs - Acq.Services @ (est. 115 Parcels)	100%	$ 1,587,000.00	$ 1,587,000.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)	100%	$ 283,500.00	$ 283,500.00
Eng Consultant Construction Management (18 Months)	100%	$ -	$ -
Estimated Roadway Right-of-Way Costs (ESTIMATED 3 miles about 30-ft @ $7.0/ sq ft)	2%	$ 3,326,400.00	$ 49,896.00
COMPENSABLE UTILITY COSTS	2%	$ 300,000.00	$ 4,500.00
ROADWAY, IRRIG SIPHON AND BRIDGE WIDENING CONSTRUCTION COST	1%	$ 13,900,000.00	$ 139,000.00
TxDOT/LPA Construction Inspection (11%)	1%	$ 1,529,000.00	$ 15,290.00
SUB-TOTAL (SEGMENT 2)		$ 20,925,900.00	$ 2,079,186.00
SUB-TOTAL (SEGMENTS 1 & 2)		$ 34,437,180.00	$ 2,654,527.20
ESTIMATED TOTAL		**$ 35,431,130.00**	**$ 3,648,477.20**

COMBINED TOTAL ESTIMATED PROJECT COST FOR SEGMENTS 1 & 2: $ 35,431,130.00

7/21/2015

AI-50711 **Precinct #4** **16. A.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Joseph Palacios, COMM. PCT. #4

Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

1. Approval of Certification of Revenues by the County Auditor for the Edinburg Consolidated Independent School District (ECISD) Bus Parking Lot Project.
2. Approval of 2015 appropriation of funds in the amount of $224,975.93 for the ECISD Bus Parking Lot Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-124-158-0-841

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

BUDGETARY IMPACT:

Funds available as of 07/30/15

5-1200-126-30-124-003-0-000 $224,975.93

Attachments

ICA- ECISD
Receipt- ECISD
Memo
appropriation
cor

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/31/2015 08:23 AM
Manuel Chapa	Manuel Chapa	07/31/2015 02:01 PM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM
Form Started By: Veronica Lopez		Started On: 07/30/2015 04:34 PM
Final Approval Date: 07/31/2015		

STATE OF TEXAS §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY AND EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

THIS Agreement is made on this the 31st day of March, 2015 by and between **HIDALGO COUNTY, TEXAS**, hereinafter referred to as "County" and **EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT** hereinafter referred to as "District", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

W I T N E S S E T H:

WHEREAS, County is a county created in Texas;

WHEREAS, District is an independent school district;

WHEREAS, County desires to assist District in certain parking lot paving projects known as the Bus Parking Paving Project more particularly described on Exhibit A attached hereto in which both the District and the County would benefit from the outcome of the work (the "Work");

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

1. District agrees to utilize County materials and equipment to accomplish the Work and County agrees to perform the Work in accordance with the specifications prepared by Rio Delta Engineering. County is projecting the amount stated in numbered paragraph 4 based on County's cost for equipment, material and manpower to complete the Work. County's cost for equipment and material are stated on Exhibit B attached hereto.

2. County is further projecting the amount stated in numbered paragraph 4 herein based on at the current hourly rates for County individuals required to complete the Work. Hourly rates include all benefits and other costs associated with the employment of each such individual required to complete the Work. County's hourly rates for labor of each individual performing the Work are stated on Exhibit C attached hereto.

3. The parties agree that all other costs associated with the Work other than materials, equipment and County manpower shall be the responsibility of District in their entirety.

4. ECISD within ten (10) days from approval and execution of this Agreement shall deposit with County the sum of Two Hundred Twenty Four Thousand Nine Hundred Seventy Five and 93/100ths Dollars ($224,975.93) for the projected costs of County materials, equipment and man power to accomplish the Work.

5. **Term**. The term of this Agreement commences on execution of this Agreement by all parties hereto and the Work shall be completed on or before August 1, 2015.

6. Within sixty (60) days of completion of the Work County shall determine County's actual cost of materials, equipment and manpower utilized by County in completing the Work. If County determines County's cost is in excess of the amount stated in numbered paragraph 4 hereof, the County shall invoice District for such excess and District shall pay County such excess within thirty (30) days from the date of such invoice, if any.

7. Upon a change in cost for manpower, equipment or materials, the County shall notify District within ten (10) working days for any on-going Work. The parties agree that all other costs associated with the Work shall be the responsibility of District in their entirety.

8. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other, provided however if ECISD terminates this Agreement ECISD shall pay County the cost of the materials, equipment and labor incurred by County through the date of termination.

9. **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 their 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 times such conflict exists.

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

11. **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This

Agreement may be modified or amended only by agreement in writing executed by the District and County and not otherwise.

12. **Texas Law to Apply**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to District:	Edinburg Consolidated Independent School District Attention: René Gutiérrez, Ed. D., Superintendent 411 N. 8th Avenue Edinburg, Texas 78541
If to County:	Hidalgo County Attention: Ramon Garcia, County Judge 302 W. University Drive Edinburg, Texas 78540-0758
With copy to:	Hidalgo County Commissioner Pct. 4 Attention: Joseph Palacios, Commissioner 1102 N. Doolittle Road 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.

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

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

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

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

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

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

20. **Governmental Purpose**. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

21. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903.

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

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____
Robert Pena, Jr., Board President

HIDALGO COUNTY

By: Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 3/31/15

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

APPROVED AS TO FORM:
O'Hanlon Rodriguez Betancourt & Demerath

By: _____
Renee Rodriguez Betancourt

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, County desires to assist District in certain parking lot paving projects known as the Bus Parking Paving Project more particularly described on Exhibit A attached hereto in which both the District and the County would benefit from the outcome of the work (the "Work") located within the corporate limits of City of Edinburg, Texas.

By vote on March 31, 2015, the Hidalgo County Commissioners Court has approved the Road project identified above.

Ramon Garcia
By: Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 3/31/15

ATTEST:

Arturo Guajardo, County Clerk

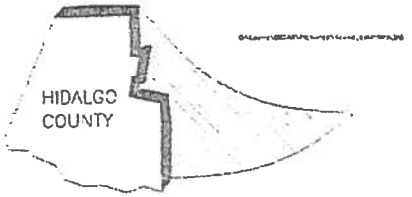
APPROVED AS TO FORM:

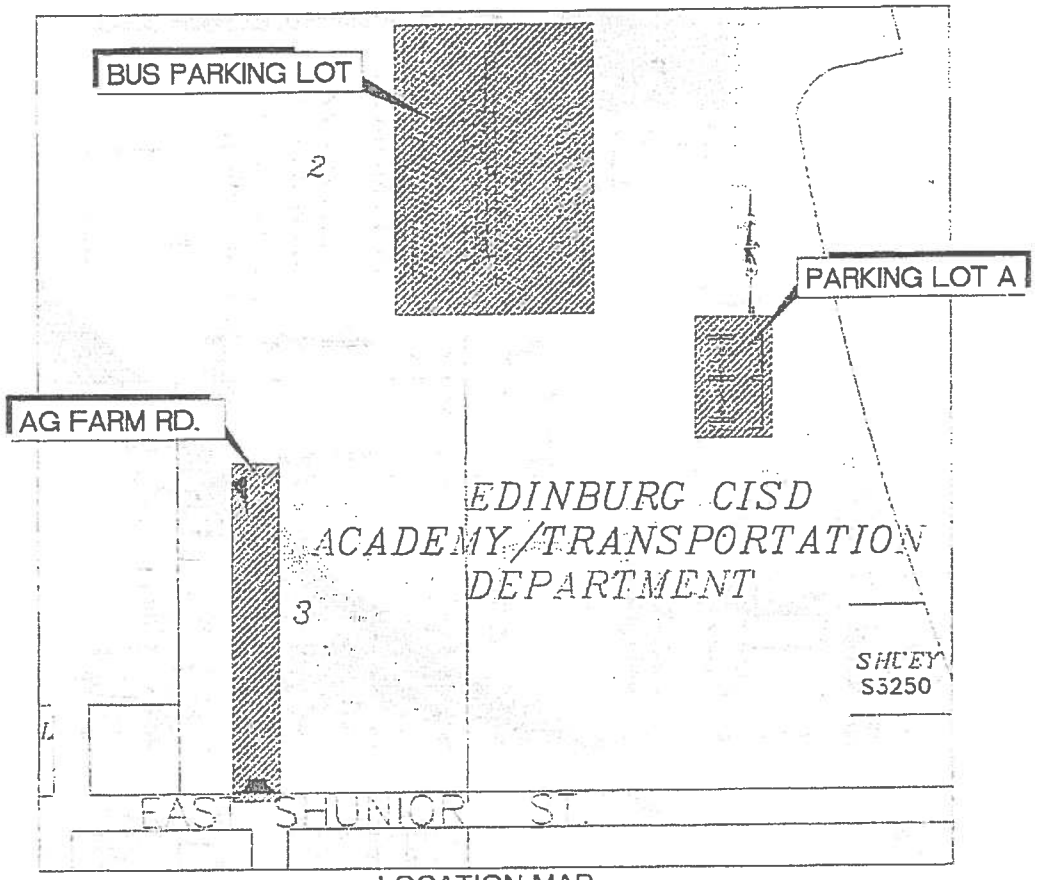
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

EXHIBIT A

EDINBURG C.I.S.D.
ACADEMY/TRANSPORTATION DEPARTMENT
PAVING IMPROVEMENTS
EDINBURG, TEXAS





LOCATION MAP
NOT TO SCALE

INDEX OF SHEETS

SHT#	DESCRIPTION
1	COVER SHEET
2	EXISTING TOPOGRAPHIC AND DEMOLITION
3	OVER-ALL SITE LAYOUT
4	SCHOOL BUS PARKING DIMENSION AND GRADING PLAN
5	PARKING LOT "A" DIMENSION AND GRADING PLAN
6	TRANSPORTATION ENTRANCE DIMENSION AND GRADING PLAN
7	TYPICAL DETAILS

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7020
TEXAS LICENSED SURVEYING FIRM No. 10194027
821 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-6003

COVER SHEET
EDINBURG C.I.S.D. ACADEMY/TRANSPORTATION DEPARTMENT PAVING IMPROVEMENTS
EDINBURG, TEXAS

ENG 14 041
1 OF 7

Rio Delta Engineering

Project Name: ECISD Aademy/Transportation Dept. Paving Improvements		PRELIMINARY COST ESTIMATE
Project No.: ENG 14 041	Date: 2/10/2015	Page 1 of 1

School Bus Parking (D)

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
1	6" Reclaim and Rework Existing Base	13131	SY		
2	2.5" HMAC (TYPE D) - Bus Loop	13131	SY		
3	Overlay	200	SY		

Subtotal

Ag Farm Drive

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
1	6" Reclaim and Rework Existing Base	1486	SY		
2	2.5" HMAC (TYPE D) - Ag Farm Drive	1486	SY		

COMMISSIONER JOSEPH PALACIOS
Hidalgo County Precinct No. 4
Project: ECISD Bus Parking Lot Project

EXHIBIT B

Location: City of Edinburg
Date: 12/20/2014
Estimator: Roman Rodriguez, Road and Bridge Director

IN-HOUSE CONSTRUCTION COSTS

Item	Description	Qty.	Unit	Unit Cost	Total
1	Ag Farm Drive				
2	Equipment				$20,064.00
3	Materials				$13,353.00
4	Labor				$20,364.56
10	Parking Lot D				
11	Equipment				$55,560.00
12	Materials				$56,884.00
13	Labor				$58,450.37
14					
15					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
				SUBTOTAL:	$224,675.93
				MATERIAL TESTING	
				CONTINGENCY	
				GRAND TOTAL:	$224,675.93

COMMISSIONER JOSEPH PALACIOS
Hidalgo County Precinct No. 4
Project: Road and Bridge Cost Break Down

EXHIBIT C

Location: City of Edinburg
Date: 12/20/2014
Estimator: Roman Rodriguez, Road and Bridge Director

THE COUNTY OF HIDALGO TEXAS

IN-HOUSE CONSTRUCTION COSTS

Item	Description	Qty.	Unit	Unit Cost	Total
1	**Labor Costs**				
2	*Motorgrader Operator*		hourly	$29.15	
3	*Pnuematic Roller Operator*		hourly	$18.20	
4	*Vibratory Roller Operator*		hourly	$21.56	
6	*Water Truck Operator*		hourly	$20.48	
7	*Backhoe Operator*		hourly	$29.15	
8	*Paver Operator*		hourly	$29.15	
9	*Dump Trucks Drivers*		hourly	$20.48	
10	Labor/ Flagmen		hourly	$19.73	
11					
12					
13					
14					
15					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 186307

Received From: EDINBURG CISD PCT. 4 Date 05/07/15

1	510253	OTHER GOVT-EDBG ISD BUS PARKING	5-1200-126-30-124-003-0-000	224,975.93

Total: **224,975.93**

Check Total	224,975.93
Cash Total	.00
Credit Total	.00
Other Total	.00

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT * (956) 289-2300 * EDINBURG, TX 78541

INVOICE DATE	INVOICE NO	P.O. NO	ACCOUNT NUMBER	INVOICE AMOUNT
04/29/2015	0000000001	514786	627-81-6629-00-939-5-99-0-00	224,975.93
			TOTAL	$224,975.93

CHECK#: 510253

THE FACE OF THIS DOCUMENT IS PRINTED IN GOLD INK AND IS SEQUENTIALLY NUMBERED IN RED INK. THE REVERSE SIDE INCLUDES AN ARTIFICIAL WATERMARK. HOLD AT AN ANGLE TO VIEW.

ECISD

EDINBURG CISD
FINANCE CLEARING FUND
411 N. 8TH ST.
EDINBURG, TEXAS 78541
(956) 289-2300

LONE STAR NATIONAL BANK
EDINBURG, TEXAS
14-1168
1149

CHECK NO.: 510253
04/29/2015
VOID AFTER 90 DAYS
$224,975.93

PAY 224,975 DOLLARS AND 93 CENTS

TO THE ORDER OF
HIDALGO COUNTY **
P.O. BOX 689
EDINBURG, TX 78540

89882

President, Board of Trustees

Asst. Superintendent for Finance & Operations

⑈510253⑈ ⑆114911687⑆ ⑈71016929⑈

HIDALGO COUNTY texas

JOSEPH PALACIOS
1051 N. Doolittle Rd.
Edinburg, Texas 78542
Office: (956) 383-3112
Fax: (956) 381-5905

COUNTY COMMISSIONER, PCT. NO. 4

Memorandum

To: **Ray Eufracio, CPA, County Auditor**

From: **Joseph Palacios, County Commissioner, Pct. No. 4**

Date: **Thursday, July 30, 2015**

Subject: **Pct. 4 ECISD Bus Parking Lot Project**

Cc: **Linda Fong, 1st Assistant County Auditor**
Becky Luna, Director of Accounting

Please let this memo serve as a request for a Certification of Revenues letter from your office in relation to account # 5-1200-126-30-124-003-0-000, Receipt No. 186307 for the ECISD Bus Parking Lot Project. Interlocal Cooperation Agreement between Hidalgo County and ECISD was executed on March 31, 2015.
The amount requested is $224,975.93.

The agenda item to approve the Certification of Revenues and appropriation is AI-50711 CC date 08/04/15.

Thank you for prompt attention to this matter. If you have any questions, feel free to contact me at anytime (956) 383-3112 ext. 4019.

DATE: July 31, 2015

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Pct. #4 Rd. Maint.

2015
Appropriation

AI- 50711

ACCOUNT NUMBER: 5-1200-431-00-124-158-0-841

Contact Person: Veronica L. Davis **Ph#:** (956) 383-3112 Ext. 4019

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
5-1200-431-00-124-158-0-841	PCT 4 ICA ECISD Bus Paving- Aid	$224,975.93
5-1200-337-00-124-007-0-000	*R&B PCT 4- ECISD Bus Paving Project*	$224,975.93
	TOTAL BUDGET INCREASE (DECREASE)	**$224,975.93**

REASON: Appropriation of funds for Pct 4 ECISD Bus Paving Project.

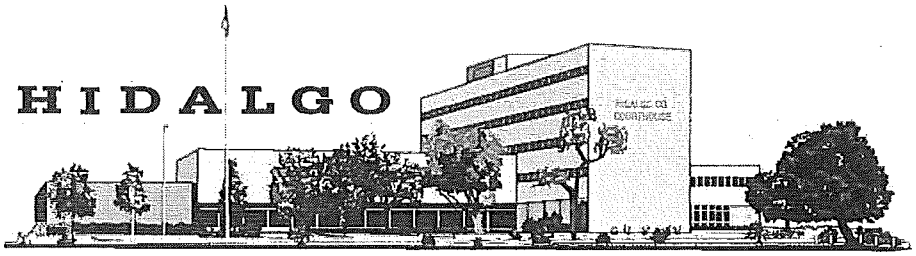
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

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

August 4, 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 § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the partial revenue from the intergovernmental contract between Hidalgo County and Edinburg Consolidated Independent School District for the Bus Parking Lot Project in the amount of $224,975.93. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/5/15
Date

AI-50664 **Precinct #4** **16. B.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Lulu Lucio, COMM. PCT. #4 **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #4

Information

CAPTION

1. Acceptance of resignation from Sandra Solis, Board Member of Tropical Texas Behavioral Health Board
2. Appointment of Board Member, Matiana Gonzalez-Wright to the Tropical Texas Behavioral Health Board

BACKGROUND

Fiscal Impact

Attachments

bylaws

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/29/2015 03:08 PM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM
Form Started By: Monica Badillo		Started On: 07/29/2015 11:34 AM
Final Approval Date: 07/31/2015		



"Tropical Texas Behavioral Health improves the lives of people with behavioral health needs through the efficient and effective provision of quality services delivered with respect, dignity, cultural sensitivity, and a focus on recovery."

ARTICLE I. – AUTHORITY

A. Act of Law

The Center was created and established pursuant to *Vernon's Annotated Statutes, Part I. Health and Safety Code – Title 1. Mental Health and Mental Retardation, Chapter 534. Community Services*, as may hereafter be amended.

B. Sponsoring Agencies

The Center was established as a result of House Bill 3, enacted in 1967, that called for the creation of community mental health and mental retardation centers to provide a continuum of services for individuals with mental illness or mental retardation. The Center was originally founded in 1967, under the name of Hidalgo County Mental Health and Mental Retardation Center. In 1974, due to the increased need for behavioral health care services in the Rio Grande Valley, the Cameron County Commissioner's Court and the Willacy County Hospital District formed an agreement with the Hidalgo County Commissioner's Court in which the Hidalgo County Mental Health and Mental Retardation Center was dissolved and replaced with the Tropical Texas Center for Mental Health and Mental Retardation, which changed to Tropical Texas Behavioral Health in September of 2006. Through this agreement, the Center's service area was expanded to include Cameron, Hidalgo and Willacy Counties.

Board Members serve as volunteers and as such are prohibited from receiving any compensation, loan or other financial interest with the exception of reimbursement of travel expenses related to performance of board duties.

C. Name

The official name of the organization shall be Tropical Texas Behavioral Health, hereinafter referred to as "Center."

D. Mission/Purpose

Tropical Texas Behavioral Health improves the lives of people with behavioral health needs through the efficient and effective provision of quality services delivered with respect, dignity, cultural sensitivity, and a focus on recovery.

E. Principle Office

The principle office for the Center shall be located in Edinburg, County of Hidalgo, State of Texas. Other offices for the provision of services and the transaction of business shall be located at such places, as the Center's Board shall, from time to time, determine.

F. Fiscal Year

The fiscal year shall commence on the first day of September in each year and end on the last day of August of the following year.

G. Audit

The Center's financial statements shall be audited once a year by an independent, external accounting firm selected by the Board. An audit report shall be submitted to the Board in accordance with contractual regulations and/ or all applicable state and federal regulations.

ARTICLE II. – BOARD OF TRUSTEES

A. Representation

The Board of Trustees shall be composed of nine (9) members appointed by the Appointing Authorities. The Cameron County Commissioner's Court shall appoint three (3) Trustees; the Hidalgo County Commissioner's Court shall appoint five (5) Trustees; and, the Willacy County Hospital District shall appoint one (1) Trustee.

B. Qualifications

Members of the Board of Trustees must meet the following qualifications:

1. A member must be a qualified voter who resides in the region to be served by the center.

2. A member must meet statutory prohibitions concerning conflicts of interest between the board member (or spouse) and the Center.

3. A member must comply with statutory nepotism prohibitions concerning Center employment of relatives of the board member.

4. A member must be willing to comply with statutory prohibitions concerning contracting with the Center for one year after leaving office.

5. A member must meet all qualification requirements of his/her Appointing Authority as prescribed in the Inter-local Agreement and any corresponding policy and procedures of such Appointing Authority for the appointment and removal of members to the Board of Trustees.

6. The Board of Trustees shall continue to reflect the cultural diversity of the area.

C. Terms of Office

1. Trustees shall serve a two-year term from the date of appointment and/or until his/her successor is appointed and qualified.

2. The Appointing Authorities originally created staggered terms of office. Trustees holding Place 1, Place 3, Place 6, and Place 7, shall be appointed for terms beginning on September 1st of each even-numbered year. Trustees holding Place

2, Place 4, Place 5, Place 8, and Place 9, shall be appointed for terms beginning on September 1st of each odd-numbered year.

3. Trustees shall not serve more than four (4) consecutive and complete two-year terms (8 years) pursuant to the Inter-local Agreement of the Appointing Authorities.

D. Vacancies

1. Trustees

   a. A vacancy on the Board of Trustees shall exist upon the death, removal or resignation of a trustee.

   b. A resignation occurs when a Trustee submits in writing, to the chairperson, secretary or Appointing Authority his/her resignation. This resignation is effective upon receipt.

   c. A removal occurs upon the action of the Appointing Authority.

   d. Upon a vacancy, the Board of Trustees shall notify the respective Appointing Authority of the vacancy.

   e. A vacancy on the Board shall be filled by the appointment of a qualified person by the respective Appointing Authority for the remainder of the unexpired term.

   f. Vacancies shall be filled in accordance with the Appointing Authority's Inter-local Agreement and any corresponding policies and procedures for the appointment of members to the Board of Trustees.

2. Officers

   a. An officer may resign his/her position as an officer and still retain his/her position as a Board Trustee.

   b. A vacancy in office can be filled by election through a special election, to be held at the next regularly scheduled or specially called meeting of the Board of Trustees.

E. Removal and Recommendation for Removal of a Member of the Board of Trustees

1. The members of the Board of Trustees may be removed by the Appointing Authority at any time and without cause.

2. The Board of Trustees **may** vote to recommend the removal of any Trustee to the respective Appointing Authority for any of the following grounds:

   a. A violation of any of the provisions of these Board-By-Laws or Policies of the Board of Trustees; or,

   b. A finding by the Appointing Authority and/or Board of Trustees, that a Trustee's conduct or inaction is found to be detrimental to the Center, its clients or other stakeholders.

3. The Board of Trustees **shall** vote to recommend the removal of any Trustee to the respective Appointing Authority for any of the following grounds:

   a. a finding by a court of competent jurisdiction that a Trustee is legally incapacitated;

   b. a finding by the Board that a Trustee has missed more than three (3) consecutive regularly called meetings or more than five (5) meetings within the preceding twelve (12) months (this includes special called/emergency meetings, subcommittee meetings, etc.); or,

   c. a finding by the Board that a Trustee ceases to be qualified for membership as defined under statute.

4. Upon majority vote of the Board, as set out in Sections E2 and E3 from above, a recommendation for removal of a Trustee must be made in writing to the Appointing Authority by the Chairperson of the Board, or the next officer in line, if the affected member is the Chairperson.

F. Orientation and Training

1. Before assuming office as a member of the Board of Trustees, an individual must attend at least one orientation session administered by the Center's professional staff concerning the Center's programs and budget (including fiscal audit), legal requirements and any ethics policies adopted by the Board.

2. After assuming office, a member of the Board of Trustees shall attend an annual training program established by the Texas Department of State Health Services and/or Department of Aging and Disability Services and administered by the Center's professional staff, including legal counsel.

3. Not later than the date of appointment to the Board of Trustees, and annually thereafter, a Trustee shall execute and file with the Center an affidavit acknowledging that s/he has read the legal requirements for qualification, conflict of interest, corporate compliance acknowledgement form, and removal prescribed by the Health and Safety Code, Chapter 534.

G. General Functions of Governance

The members of the Board of Trustees are responsible for general functions of governance including, but not limited to, the following:

1. determining the Center's Vision, Mission and Values;

2. formulating broad policy to ensure the effective and fiscally responsible administration of the Center and holds the CEO responsible for the Center Policies and Procedures, as well as Center Operations;

3. developing policies consistent with contractual rules, regulations, standards and laws;

4. employing a CEO to manage the operations of the Center. (The Board's duties in this regard include: recruitment, selection, compensation, evaluation and replacement, when necessary);

5. providing ongoing support and guidance to the CEO;

6. efficiently promoting quality behavioral healthcare to meet the unique needs of the people served;

7. promoting public trust and enhancing the Center's public image;

8. ensuring the creation and application of competitive bidding procedures and practices in accordance with contracts, regulations, and state laws;

9. establishing the overall number of employees and salary budget for the Center;

10. providing reports to the Center's Appointing Authorities as needed or as otherwise required by contract, state laws or regulations;

11. requesting funds for support and/or in-kind assistance from the Center's Appointing Authorities as needed or as otherwise required by law;

12. abiding by the Board of Trustees' adopted Code of Ethics and all Policies of the Board;

13. upholding their fiduciary duties of care, loyalty, and trustworthiness; acting in good faith, free of prejudice or malice

H. Meeting Functions

The members of the Board of Trustees are responsible for meeting functions, including, but not limited to, the following:

1. Adopting rules to govern Board meetings in compliance with the *Texas Open Meetings Act.*

2. Conducting all meetings in a manner consistent with the adopted Bylaws and Policies of the Board of Trustees and standard parliamentary procedures such as *Robert's Rules of Order, Revised.*

3. Keeping appropriate records of meetings and sending to the State and the Appointing Authorities, a copy of the approved minutes of each meeting when requested.

ARTICLE III. – OFFICERS OF THE BOARD

A. Officers

The officers of the Board shall be composed of the Chairperson, Vice-chairperson, Secretary and such other officer as elected by the Board of Trustees, if any.

B. Chairperson

The chairperson is charged with the following duties and roles, including but not limited to:

1. being a spokesperson and public representative of the Center and the Board;

2. presiding over all Board meetings and calling special Board meetings as required, and in a manner consistent with these Bylaws;

3. serving as a member of the Board's Executive Committee; and,

4. performing any other necessary functions as assigned by the Board of Trustees.

C. Vice-chairperson

The Vice-chairperson is charged with the following duties and roles including, but not limited to:

1. performing all duties of the chairperson in the absence, inability, or upon refusal to act, of the Chairperson;

2. serving as a member of the Board's Executive Committee; and,

3. performing any other necessary functions as assigned by the Board of Trustees.

D. Secretary

The secretary is charged with the following duties including, but not limited to:

1. keeping and or causing to be kept, the minutes of the Board, and serving as a member of the Board's Executive Committee;

2. performing all the duties of the Vice-chairperson in the absence, inability, or upon refusal to act, of the Vice-chairperson; and,

3. performing any other necessary functions as assigned by the Board of Trustees.

E. Elections

1. Election of officers shall occur annually at the first board meeting following September 30th of the given year.

2. Each officer shall hold office for a two (2) year term or until a successor is properly elected.

3. Officers shall not serve more than two (2) consecutive and complete two-year terms and any partial term, as applicable, in the same office.

4. A special election can be called if approved by a quorum of the Board. The terms of such specially elected officers will then coincide and terminate with the terms of the prior officeholders.

5. The election of officers will be held through secret written ballots, in which the Chairperson shall have a vote, unless a Board Member makes a motion to elect by acclamation and the motion passes.

6. In the election of officers, a majority vote of the current Board of Trustee members in attendance shall be required to fill an elected position. In the event of a tie vote, the voting process will be repeated up to three (3) consecutive times. In the event that the three (3) consecutive votes result in a tie vote, the officer will be selected by lot.

ARTICLE IV. – MEETINGS OF THE BOARD OF TRUSTEES

A. Notice of Meetings

1. Notice to the public of the date, hour, place and subject(s) of all meetings, excluding emergency meetings, shall be posted, for at least 72 hours before the scheduled time of the meeting.

    a. The notice will be posted on a bulletin board, at a place convenient to the public, at the venue of the Appointing Authorities, and other places as may be deemed appropriate by the Board.

    b. The notice will also be posted on a bulletin board, at a place convenient to the public, in the Center's principal office in Edinburg, Texas.

2. Notice of emergency meetings and / or supplemental notice of subjects added to a meeting after the initial posting will be posted in accordance with the *Texas Open Meetings Act*.

B. Quorum and Voting

1. A quorum of the board is considered to exist by the presence of fifty percent (50%) or more of the filled board positions at a meeting.

2. A quorum of the Board Members shall be in attendance at any meeting for the transaction of business.

3. A quorum of the current Board Members shall be present before the chairperson calls any meeting to order.

4. Majority votes by a Board quorum constitute action by the entire Board of Trustees, with the exception of the following that shall require a two-thirds affirmative vote of the filled board positions:

    a. The sale or purchase of any item for more than two hundred fifty thousand dollars.
    b. Expenditure of over one million dollars for any one item.
    c. Non-renewal or termination of the CEO contract

5. After a quorum is established for a meeting, the meeting shall be adjourned if the number of Board Members present becomes less than four (4**).**

C. Agendas

1. The CEO will develop and provide agendas for Board meetings subject to approval by the Board Chairperson.

2. Members of the Board of Trustees can place items on the agenda which have not been approved by the Board Chairperson through a written request signed by at least two (2) other Board members. The written request must be received by the CEO at least ten (10) working days before the scheduled meeting day.

3. The Center's professional staff develop the meeting materials and the CEO's administrative assistant distributes the meeting materials prior to the board meeting.

4. The Public Notice of the Board Meeting is posted at least 72 hours in advance of meeting in accordance with the Texas Open Meetings Act.

D. Regular Meetings

1. All regular meetings shall be held in accordance with the *Texas Open Meetings Act.*

2. The Board of Trustees shall hold a minimum of nine (9) meetings within any one (1) fiscal year. Meetings shall be conducted pursuant to the *Texas Open Meetings Act* and in accordance with standard Parliamentary Procedures such as *Robert's Rules of Order, Revised.*

3. Regular Board meetings shall be held monthly at a time and location designated by the Board of Trustees.

E. Special and Emergency Meetings

1. All special and emergency meetings will be called by the Board Chairperson in accordance with the *Texas Open Meetings Act*.

2. Special meetings may be called by the Chairperson at his/her own initiative or must be called by the Chairperson upon receipt of a written request from three (3) or more Trustees.

3. If not specifically mentioned in the call and posting of the special meeting, any matter decided at the special meeting must be later ratified by the full Board of Trustees, at a regular meeting.

F. Executive Session

Any executive sessions of the Board shall be held pursuant to the *Texas Open Meetings Act* and other applicable laws.

ARTICLE V. COMMITTEES OF THE BOARD

A. Establishment of Committees

The Board may appoint committees to advise them. Each committee must consist of at least three members.

1. Standing Committees

   a. The Standing Committee of the Board of Trustees is the Executive Committee.

   b. The Board of Trustees may create any other standing committee as the Board deems necessary and appropriate.

2. Special Committees

   The Board of Trustees may create Advisory committees, as deemed necessary and appropriate, to advise the Board, as authorized by law. The Chairperson shall appoint the members of all Advisory committees.

B. Powers and Authority of Committees

1. The appointment of a committee shall not relieve the Board of Trustees of its responsibility and accountability as delineated in the Health & Safety Code, Chapter 534.

2. With the exception of the Executive Committee, committee acts shall not be effective or binding unless ratified by the Board.

3. Each committee shall maintain a record of its proceedings, in accordance with the *Texas Open Meetings Act*.

C. Executive Committee

1. The Executive Committee shall be composed of all officers elected by the Board of Trustees.

2. The Chairperson shall preside at Executive Committee Meetings and shall call meetings as deemed necessary, in accordance with the T*exas Open Meetings Act*.

3. During the intervals between meetings of the Board, the Executive Committee shall possess and exercise the powers of the Board in the management and direction of the affairs of the Center, subject to Board Policies.

4. All activities of the Executive Committee shall be reported at the next meeting of the Board of Trustees.

ARTICLE VI – OPERATIONS

A. Chief Executive Officer

1. The Board shall employ a Chief Executive Officer (CEO) who shall serve as the chief administrator of the Center.

2. The CEO shall perform the duties delegated by the Board of Trustees including, but not limited to, those functions set out in his/her employment contract, job description and Board Policies.

ARTICLE VII. – PROCEDURE

A. Ethical Standards

1. Conflicts of Interest

   a. Board of Trustee members must attempt to avoid any conflicts of interests. Basic principles for avoiding any conflicts of interest include, but are not limited to, the following:

      1. Trustees may serve on other Boards separate and apart from Tropical Texas Behavioral Health. Such service is not considered a conflict of interest, per se. While serving on any other Boards, Trustees should abstain from voting on any matter which directly or indirectly relates to contracts or reimbursement to or from the Center or any matter which relates to interrelated issues of the two boards. Such abstentions should be duly noted in the Board Minutes.

      2. A Trustee shall abstain from a Board decision to contract with any entity having on its Board a person related in the first degree by consanguinity (blood) or affinity (marriage) to a member of the Board of Trustees of the Center.

      3. A Trustee shall not act as surety for a business entity that has work, business, or a contract with the Center, pursuant to section 171.003 of the Texas Local Government Code.

      4. A Trustee shall not act as surety on an official bond required of an officer of the Center, pursuant to section 171.003 of the Texas Local Government Code.

5. A Trustee shall not rely on official information to acquire or assist another person in acquiring any financial interest in any transaction that may be affected by the information (Section 39.03 Texas Penal Code).

6. A Trustee shall not speculate or assist another person in speculating on the basis of official information.

2. Nepotism

a. No member of the Board of Trustees shall appoint, vote for, or confirm the appointment of any person related to himself or herself, or to any other member of the Board, by affinity (marriage) within the second degree or by consanguinity (blood) within the third degree, to any office or position of employment with the Center paid for directly or indirectly from public funds (Section 534.0065 Health and Safety Code), or in accordance with the common law of the State of Texas.

b. An employee of the Center who is related to a member of the Board of Trustees in a prohibited manner as described above may continue to be employed if he or she was employed by the Center at least 30 days prior to the appointment of the member of Board. If the individual has been employed by the Center for less than 30 days after his or her relative is appointed to the Board, either the employee or the member of the Board of Trustees must resign.

c. When a relative of a member of the Board of Trustees is allowed to continue employment within the provisions outlined above, the related member of the Board must not participate in deliberating or voting on any issues specific to that employee unless such issues affect an entire class or category of employees.

B. Code of Ethics Affidavit

Each member of the Board of Trustees shall execute, on or before their first meeting, a Code of Ethics Affidavit in accordance with the Board Policies .

C. Policies

1. With the advice and assistance of Center Staff, the Board of Trustees shall develop and adopt “Board Policies” to govern the functions of the Board of Trustees.

2. The Board Policies shall be promulgated, amended and repealed by a majority vote of the Board.

3. The Board of Trustee Bylaws shall control in the event of any conflict with the Board Policies or other Center operation policies and procedures.

D. Indemnification

The Center shall indemnify, to the full extent permitted by law, any present or former member or members of the Board of Trustees and any Executive Staff (including, but not limited to, the Chief Executive Officer and the Chief Financial Officer), any and all reasonable costs, expenses, attorneys fees, and/or judgments incurred in connection with any act or omission of the individual which was in any way related to the individual's office, employment or contractual performance for the Center, regardless of whether the act or omission was performed for compensation, if the act or omission of the individual was made in good faith and with the belief that it was lawful.

E. Promulgation, Amendment and Repeal

1. The Board of Trustees shall, from time to time, review and amend these Bylaws, as necessary.

2. The CEO and Center Staff shall, from time to time, review the Board Bylaws and the CEO shall suggest such amendments as s/he deems appropriate.

3. Any changes in Bylaws must first be proposed in written form and presented at a regular or called meeting of the Board of Trustees.

4. Such proposed changes cannot be approved by the Board of Trustees until at least twenty-six (26) days after the first written presentation of the changes to the Board.

5. Any changes to the Bylaws shall be adopted only by an affirmative vote of not less than five (5) members of the Board of Trustees.

F. Dissolution

Upon dissolution of the Center, the Center shall satisfy its debts and bond obligations, if any, in such manner as to protect the interests of the citizens in the Appointing Authorities respective areas, including the citizens' collective property rights in the assets and property of the Center. After such satisfaction, any and all assets, of both real and personal nature, shall revert back to the Appointing Authorities for exclusive public use or other charitable purposes.

I. Adoption

The Board of Trustees, having revised and approved these Bylaws, in accordance with previously existing Bylaws, do hereby adopt by Resolution and agree to abide by the principles in this document, on this the 12th of May, 2011.

AI-50519 **Precinct #4** **16. C.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Joseph Palacios, COMM. PCT. #4

Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Capital Outlay Fund (1301):
1. Approval of certification of revenues by the County Auditor for the Linn San Manuel Emergency Service Facility.
2. Approval of 2015 appropriation of funds in the amount of $14,701.70 for the generator purchased for the Linn San Manuel Emergency Service Facility.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1301-419-40-124-136-0-730

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

BUDGETARY IMPACT:

5-1301-337-00-124-001-0-000 $14,701.70

Attachments

ESD Check 1779
Interlocal Agreement ESD3
50519
Receipt No 188689
Memo
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/29/2015 02:50 PM
Manuel Chapa	Manuel Chapa	07/31/2015 01:48 PM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM
Form Started By: Veronica Lopez		Started On: 07/16/2015 03:53 PM
Final Approval Date: 07/31/2015		

1779

HIDALGO COUNTY EMERGENCY SERVICE
DISTRICT NO. 3
P.O. BOX 3489
EDINBURG, TX 78540

EZShield™ Check Fraud Protection for Business

88-1168-1149

DATE June 19, 2015

PAY TO THE ORDER OF County of Hidalgo $ 89,456 72

Eighty Nine Thousand Four Hundred Fifty Six & 72/100 DOLLARS

Security Features Included. Details on Back.

Lone Star National Bank℠
We Make Banking Easy.℠
1-800-580-0322, ext 2444

FOR Lion Sun Market Emergency Facility Generator

Louie M. Rieffer

MP

⑈001779⑈ ⑆114911687⑆ 767 00283⑈

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 3

This Agreement is made on this the 28th day of April, 2015, by and between HIDALGO COUNTY, TEXAS, hereinafter referred to as "County" and HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 3 hereinafter referred to as "District" pursuant to the provisions of the Texas Interlocal Cooperation Act, the follows:

W I N E S S E T H

WHEREAS, District is an Emergency Services District created and operating under the provisions of Chapter 775 of the Texas Health and Safety Code;

WHEREAS, pursuant to the provisions of Section 775.031, of the Texas Health and Safety Code, the District is authorized to construct, lease, own, and maintain real property, improvements, and fixtures necessary to house, repair and maintain emergency services vehicles and equipment;

WHEREAS, pursuant to the provisions of Section 775.031 of the Texas Health and Safety code, the District is authorized to lease, own, maintain, operate, and provide emergency services vehicles and other necessary or proper apparatus, instrumentalities, equipment, and machinery to provide emergency services;

WHEREAS, pursuant to the provisions of Section 775.031 of the Texas Health and Safety code, the District is authorized to contract with other entities, including other districts or municipalities, to make emergency services facilities and emergency services available to the district;

WHEREAS, County and District have previously entered into an Interlocal Agreement for the construction by County of county emergency services facility in the Linn-San Manuel area (the "Facility");

WHEREAS, the Facility upon construction will require the installation of a power generator to provide emergency backup power to Facility;

WHEREAS, County has requested the District fund the purchase and the District desires to fund the purchase of the needed generator;

WHEREAS, the proposed acts are within the purposes and acts authorized for the District pursuant to the powers and duties prescribed by Chapter 775 of the Texas Health and Safety Code for the District;

WHEREAS, the proposed acts herein will benefit and serve the citizens and property within the jurisdiction of the District and County; and

WHEREAS, District and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code Sec. 791.001 et seq., which authorizes local government to contract with each other to perform governmental functions and services under the terms of the Act.

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

1. County agrees to purchase, in accordance with any applicable procurement law, the generator(including installation of same), as specified in the Exhibit "A" and attached hereto and made a part hereof, on behalf of the parties, at the price specified therein on Exhibit "A";
2. District and County agree County shall take possession of and responsibility for the generator upon its purchase to be used by the County at the Linn-San Manuel emergency services facility;
3. District shall reimburse County within ten (10) days after invoice from County in the sum of $89,456.72 as specified in Exhibit "A".
4. **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 their 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 times such conflict exists.
5. **No Waiver**. No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
6. **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the District and County and not otherwise.
7. **TEXAS LAW TO APPLY**. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
8. **Notice**. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall

be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to District:	Hidalgo County ESD No. 3 Attention: Board President P. O. Box 3489 Edinburg, Texas 78540
If to County:	Hidalgo County Attention: Ramon Garcia, County Judge 302 W. University Drive Edinburg, Texas 78540-0758
With copy to:	Hidalgo County Commissioner Pct. 4 Attention: Joseph Palacios, Commissioner 1102 N. Doolittle Road 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.

9. **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.
10. **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.
11. **Assignment**. This Agreement shall not be assignable.
12. **Headings**. The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
13. **Gender and Number**. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
14. **Authority to Execute**. The execution and performance of this Agreement by District and the County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.
15. **Governmental Purpose**. Each party hereto is entering into this Agreement for the

purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

16. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the last date approving opposite the signature lines of the parties hereto.

COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED BY COMMISSIONERS' COURT ON: 4/28/15

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 3

By: _____
Rudy Zamora, Board President

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

EXHIBIT A

Waukesha Pierce Generator cost: $74,755.02

Contractor cost for installation: $14,701.70

Total purchase and installation: $89,456.72

STATE OF TEXAS §

COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised County has requested upon completion of construction of the Facility will require the installation of a power generator to provide emergency backup power to Facility. District will fund the purchase and District desires to purchase of the needed generator through an Interlocal Cooperation Agreement to be entered into between Hidalgo County and the Hidalgo County Emergency Services District No. 3.

By vote on April 28, 2015, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 4/28/15

ATTEST:

Arturo Guajardo
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

HIDALGO COUNTY
EMERGENCY SERVICE DISTRICT NO. 3

P.O. Box 3489
Edinburg, Texas 78539

Phone: (956) 739-6842
Fax: (956) 287-4487

June 26, 2015

Via Hand Delivery
Jesus Ozuna
Hidalgo County Pct 4
1051 N. Doolittle Rd.
Edinburg, TX 78539

RE: Linn-San Manuel Emergency Services Facility Generator

Mr. Ozuna,

Enclosed is the Hidalgo County ESD No. 3's check in the amount of $89,456.72 payable to the County of Hidalgo which is being tendered pursuant to the Interlocal Agreement between the ESD No. 3 and County for the purchase of an emergency power generator to be installed at the Linn-San Manuel area emergency services building.

If you have any questions please do not hesitate to contact us.

Sincerely,

Francisco J. Prado, Jr.
General Counsel

Received by: _____ Date: _____

_____
Printed Name

DATE: July 24, 2015

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Pct. #4 Emergency Srvc Facility

2015
Appropriation

AI- 50519

ACCOUNT NUMBER: 5-1301-419-40-124-136-0-730

Contact Person: Veronica L. Davis **Ph#:** (956) 383-3112 Ext. 4019

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
5-1301-419-40-124-136-0-730	Pct4 Emergency Srvc- Linn-San Manuel- Bldg	14,701.70
5-1301-337-00-124-001-0-000	Capital Outlay- ESD#3 Pct. 4 Emerg Srv Fac	$14,701.70
	TOTAL BUDGET INCREASE (DECREASE)	**14,701.70**

REASON: Appropriation of funds from ESD#3 for generator purchased for the Linn San Manuel Emergency Service Facility in the amount of $14,701.70.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 188689

Received From: HIDALGO CO. EMERGENCY SRVS DIST. NO. 3 Date 07/17/15

1	024745	GENERAL FUND MISC. REVENUE	5-1100-360-00-000-000-0-000	74,755.02
2	024745	ESD #3 PCT. 4 EMERG SRV FAC	5-1301-337-00-124-001-0-000	14,701.70

Total: 89,456.72

Check Total	89,456.72
Cash Total	.00
Credit Total	.00
Other Total	.00

HIDALGO COUNTY texas

JOSEPH PALACIOS
1051 N. Doolittle Rd.
Edinburg, Texas 78542
Office: (956) 383-3112
Fax: (956) 381-5905

COUNTY COMMISSIONER, PCT. NO. 4

Memorandum

To: **Ray Eufracio, CPA, County Auditor**

From: **Joseph Palacios, County Commissioner, Pct. No. 4**

Date: **Thursday, July 30, 2015**

Subject: **Pct. 4 Linn San Manuel Emergency Service Facility**

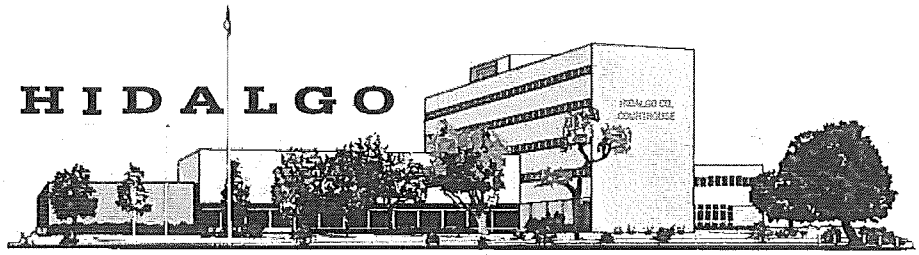
Cc: **Linda Fong, 1st Assistant County Auditor**
Becky Luna, Director of Accounting

Please let this memo serve as a request for a Certification of Revenues letter from your office in relation to account # 5-1301-419-40-124-136-0-730, Receipt No. 188689 for the Linn San Manuel Emergency Service Facility. Interlocal Cooperation Agreement between Hidalgo County and ESD #3 was executed on April 28, 2015.
The amount requested is $14,701.70.

The agenda item to approve the Certification of Revenues and appropriation is AI-50519 CC date 08/04/15.

Thank you for prompt attention to this matter. If you have any questions, feel free to contact me at anytime (956) 383-3112 ext. 4019.

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

August 3, 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 § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR.

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the partial revenue received from Hidalgo County Emergency Services District No. 3 in the amount of $14,701.70 for a power generator to be used at the Linn San Manuel Emergency Facility in Precinct 4. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/3/15
Date

AI-50732 **Budget and Management** **17. A.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted By: Sergio Cruz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Presentation and discussion on financing of Capital Improvement Plan projects.

2. Consideration and approval of resolution authorizing publication of the County's Notice of Intent to Issue with respect to the Hidalgo County, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2015A.

3. Consideration and approval of Order authorizing the issuance, sale and delivery of Hidalgo County, Texas Limited Tax Refunding Bonds, Tax-Exempt Bonds Series 2015B; delegating certain authority to the County Judge pursuant to the provisions of Texas Government Code, Sections 1207.007 and 1207.008; levying a continuing direct annual ad valorem tax; authorizing the refunding of certain outstanding obligations; authorizing the execution of a bond purchase contract; approving an official statement, and making other provisions regarding such bonds and matters incident thereto.

4. Consideration and approval of Order authorizing the issuance, sale and delivery of Hidalgo County, Texas Limited Tax Refunding Bonds, Taxable Bonds Series 2015C; delegating certain authority to the County Judge pursuant to the provisions of Texas Government Code, Sections 1207.007 and 1207.008; levying a continuing direct annual ad valorem tax; authorizing the refunding of certain outstanding obligations; authorizing the execution of a bond purchase contract; approving an official statement, and making other provisions regarding such bonds and matters incident thereto.

5. Consideration and approval of resolution designating the County Judge of Hidalgo County as authorized representative of Hidalgo County to give notice of intent to reimburse expenditures with proceeds of tax exempt obligations.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Sergio Cruz (Originator)	Sergio Cruz	07/31/2015 04:52 PM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM
Form Started By: Sergio Cruz		Started On: 07/31/2015 01:10 PM
Final Approval Date: 07/31/2015		

AI-50733 **Budget and Management** **17. B. 1.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Courthouse Security (1241):
Approval to unappropriate funds in the amount of $14,850.40.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1241-421-23-125-032-0-113

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

BUDGETARY IMPACT:

Unappropriate funds to clear the negative amount in Fund Balance.

Attachments

F1241-Unappropriate Funds

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/31/2015 02:05 PM
Auditor's Office	Debbie Tamez	07/31/2015 02:27 PM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM
Form Started By: Debbie Tamez		Started On: 07/31/2015 01:16 PM
Final Approval Date: 07/31/2015		

DATE: August 4, 2015

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Managament for Courthouse Security

ACCOUNT NUMBER: 5-1241-421-23-125-032-0-113

Contact Person: Debbie Tamez **Ph#:** 956-292-7025 Ext. 5427

2015
Unappropriation

AI-50733

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
5-1241-421-23-125-032-0-113	Courthouse Security- Reg F/T Employees	(14,850.40)
	TOTAL BUDGET INCREASE (DECREASE)	$ (14,850.40)

REASON: To unappropriate funds in the amount of $14,850.40 to clear the negative amount in Fund Balance.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-50632 **Purchasing Department** **18. A. 1.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of a refund check from Citibank [check # 4580001873-$4,000.00] as a result of reconciliation of pending invoices/statements as part of an authorized advance approved by HCCC on 02-17-15 [Regular AI#48476] so as to lift a "suspension status" imposed by Citibank on credit card accounts at that time.

BACKGROUND

Since the "suspension status" incident back in February of 2015, Purchasing and Auditor Offices have implemented measures to attempt to keep a flow of payments [for applicable funding sources] so as to avoid any future "suspension" of credit line.

Fiscal Impact

Attachments

check

receipt

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/29/2015 03:55 PM
Budget & Management	Debbie Tamez	07/30/2015 01:11 PM
Auditor's Office	Monica Badillo	07/31/2015 06:17 PM

Form Started By: Nielda Cavazos Started On: 07/27/2015 02:32 PM

Final Approval Date: 07/31/2015

Citibank Corporate Card Services
P.O. Box 6125
Sioux Falls, SD 57117-6125

JULY 22, 2015

764
A107

HIDALGO COUNTY
2812 S BUSINESS HWY 281
EDINBURG TX 78539-6243

Card Number(s)
XXXX-XXXX-XXXX-1308

Dear HIDALGO COUNTY:

Below is a refund check for the credit balance on your Citibank• Corporate Card account.

It is possible that the amount of the refund check differs from the credit balance shown on your last billing statement due to charges or credits received on your account after the statement was generated.

If you have any questions concerning your account, please call our Customer Service Center at 1-800-248-4553.

We appreciate your business and look forward to serving you.

Sincerely,

Citi Commercial Card Services

4580001873/9/CORPCD/0021 0012149 B

EOLR400E 1076 0001 CFM005 07 150722 PAGE 00001 OF 00001

764

Citibank, N.A.
Customer Service Center
PO Box 6500
Sioux Falls, South Dakota 57117-6500

CITIBANK, N.A.
ONE PENN'S WAY
NEW CASTLE, DE 19720

62-20
311

4580001873
DATE 07/22/2015

REFUND OF CREDIT BALANCE ON ACCOUNT # XXXX-XXXX-XXXX-1308 $**4,000.00

PAY **********FOUR-THOUSAND AND 00/100THS DOLLARS

TO THE ORDER OF
HIDALGO COUNTY
2812 S BUSINESS HWY 281
EDINBURG TX
78539-6243

BY
AUTHORIZED SIGNATURE
NOT VALID MORE THAN 180 DAYS AFTER ISSUE

9 2789 0012149 0021 CORPCD B

VOID VOID VOID VOID VOID VOID VOID VOID VOID VOID VOID VOID

⑈4580001873⑈ ⑆031100209⑆ 38775055⑈

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 188959

Received From: PURCHASING DEPT. CITIBANK 07/27/15 Date 07/28/15

1	4580001873	CO. REIMBURSEMENT FROM CITIBANK ACCOUNT 5-1100-227-30-000-021-0-000	4,000.00

Total: **4,000.00**

Check Total	4,000.00
Cash Total	.00
Credit Total	.00
Other Total	.00

AI-50621 **Purchasing Department** **18. A. 2.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: BUDGET & MANAGEMENT

Information

CAPTION

Recognition, acceptance and approval of donation of one turnkey solar light to be installed at the New Administration Building Parking Lot by Enviro-Lite Solutions, LLC, through USA Promlite, an awarded Buy Board contractor (#437-13) to Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Donation is valued at $5,500.00

Attachments

Donation Letter Enviro-Lite Sol

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/29/2015 11:13 AM
Budget & Management	Veronica Ortiz	07/29/2015 03:00 PM
Glinda Pacheco	Glinda Pacheco	07/30/2015 01:38 PM
Sergio Cruz	Sergio Cruz	07/31/2015 01:38 PM
Auditor's Office	Monica Badillo	07/31/2015 06:17 PM

Form Started By: Moises Salazar Started On: 07/24/2015 08:18 AM

Final Approval Date: 07/31/2015

Enviro-Lite Solutions, LLC.

July 23, 2015

Mr. Moises Salazar
Purchasing Department
Hidalgo County
2802 S. Business Hwy 281
Administration Bldg.
Edinburg, Texas 78539

Mr. Salazar,

Enviro-Lite Solutions through our partner USA Promlite, Buy Board contract # 437-13, wish to assist Hidalgo County with the parking lot lighting for their Administration Building. In doing so we would like to donate one of our Solar light packages which includes, one solar panel, 4 batteries, a 65w LED light fixture and all necessary hardware. The value of this package is about $5500 installed.

We are prepared to install the light on one of your existing poles at no cost to the county. Please advise when we may proceed with the installation.

Should you have any questions please contact me anytime.

Sincerely,

John Phillips

John Phillips
President
Enviro-Lite Solutions, LLC


Enviro-Lite Solutions, LLC.

AI-50719 **Purchasing Department** **18. B. 1.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Comm. Cuellar, COMM. PCT. #1 **Submitted By:** Marcie Jackson, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Acceptance and approval of the following work authorizations as submitted by Millennium Engineers Group, Inc. amid Contract #C-14-309-09-09 for the provision of "Construction Materials Engineering and Testing Services" as follows:

A. Work Authorization No. 5 - Delta West Drainage Improvements Project in the amount of $3,852.50 through assigned requisition #281638; and,
B. Work Authorization No. 6 - Tijerina Subdivision Improvements Project in the amount of $4,593.50 through assigned requisition #281635.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-121-220-0-721

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

BUDGETARY IMPACT:

Delta West Req#281638

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-121-727-0-721

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

BUDGETARY IMPACT:

Pending LIT AI-50697 08/04/2015 Tijerina Req#281635

Attachments

Work Authorization No.5 Delta West Drainage Improvements Project
WA 6

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/31/2015 02:28 PM

Budget & Management	Debbie Tamez	07/31/2015 02:50 PM
Glinda Pacheco	Glinda Pacheco	07/31/2015 03:33 PM
Auditor's Office	Monica Badillo	07/31/2015 06:17 PM

Form Started By: Marcie Jackson Started On: 07/31/2015 10:06 AM

Final Approval Date: 07/31/2015

HIDALGO COUNTY

Professional Construction Material Testing Laboratory Services

Agreement # C-14-309-09-09

WORK AUTHORIZATION NO. 5

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional Laboratory's of Edinburg, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide

Construction Materials Engineering and Testing Services for the Delta West Drainage Improvements project.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$3,852.50**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. **5** shall be funded through funding source:
Account No. 5-1200-431-00-121-220-0-721
Requisition Number 281638 **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 1,** Commissioner, A.C. Cuellar, Jr., as to content and detail of this **Work Authorization No. 5**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2015.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

_____
By: Raul Palma, President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Services to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Laboratory
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.

(4) Review all material designs as requested by the OWNER and/or project design engineer.

(5) Furnish the OWNER all necessary reports for construction and maintenance projects.

(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.

(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.

(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.

(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.

(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.

(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

"Proposal"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Work Schedule
Proposed Construction Materials Engineering & Testing Services
Delta West Drainage Improvements Project

☒SOILS SECTION

Task: Backfill Soil Sample at Roadway (Per Trip, 1 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	55.00
Wet Ball Mill (each)	-	210.00	-
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	629.50
Sub-Total (per task)	**1**	**629.50**	**629.50**

Task: Backfill Soil density testing at Roadway (Per Trip, 5 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Nuclear density test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	370.50
Sub-Total (per task)	**5**	**370.50**	**1,852.50**

Task: Flexible Base Sample at Roadway (Per Trip, 1 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	55.00
Wet Ball Mill (each)	-	210.00	-
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	629.50
Sub-Total (per task)	**1**	**629.50**	**629.50**

Construction Materials Testing Services
MEG Proposal No.: 01-15-203M
July 20, 2015

Task: Flexible Base density testing at Roadway (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Nuclear density test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	370.50
Sub-Total (per task)	**2**	**370.50**	**741.00**

SOILS Section Total **3,852.50**

Total Estimated Cost **$3,852.50**

HIDALGO COUNTY

Professional Construction Material Testing Laboratory Services

Agreement # C-14-309-09-09

WORK AUTHORIZATION NO. 6

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional Laboratory's of Edinburg, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide

Construction Materials Engineering and Testing Services for the Tijerina Subdivision Drainage Improvements project.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$4,593.50**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. **6** shall be funded through funding source:
Account No. 5-1345-431-00-121-727-0-721
Requisition Number 281635 **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 1,** Commissioner, A.C. Cuellar, Jr., as to content and detail of this **Work Authorization No. 6**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2015.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

_____
By: Raul Palma, President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Services to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Laboratory
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

"Proposal"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Work Schedule
Proposed Construction Materials Engineering & Testing Services
Tijerina Subdivision Drainage Improvements Project

☒SOILS SECTION

Task: Backfill Soil Sample at Roadway (Per Trip, 1 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	55.00
Wet Ball Mill (each)	-	210.00	-
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	629.50
Sub-Total (per task)	**1**	**629.50**	**629.50**

Task: Backfill Soil density testing at Roadway (Per Trip, 7 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Nuclear density test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	370.50
Sub-Total (per task)	**7**	**370.50**	**2,593.50**

Task: Flexible Base Sample at Roadway (Per Trip, 1 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	55.00
Wet Ball Mill (each)	-	210.00	-
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	629.50
Sub-Total (per task)	**1**	**629.50**	**629.50**

Construction Materials Testing Services
MEG Proposal No.: 01-15-204M
July 20, 2015

Task: Flexible Base density testing at Roadway (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Nuclear density test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	370.50
Sub-Total (per task)	**2**	**370.50**	**741.00**
SOILS Section Total			**4,593.50**

Total Estimated Cost **$4,593.50**

AI-50704 **Purchasing Department** **18. C. 1.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval of Supplemental Agreement No. 1 with L&G Consulting Engineers, Contract# C-15-046-03-03 for the removal of designation of Phase I and Phase II on Exhibit D of Work Authorization No. 2 for the Pct 2 Regional Linear Park Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Supplemental Agreement No. 1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/30/2015 03:47 PM
Budget & Management	Debbie Tamez	07/30/2015 04:18 PM
Glinda Pacheco	Glinda Pacheco	07/31/2015 01:19 PM
Auditor's Office	Monica Badillo	07/31/2015 06:17 PM
Form Started By: Erika Zamora		Started On: 07/30/2015 02:52 PM
Final Approval Date: 07/31/2015		

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1 TO WORK AUTHORIZATION NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES C-15-046-03-03

This **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **L&G Consulting Engineers, Inc.** d/b/a **L&G Engineering**, Professional Engineers of Mercedes, Texas, hereinafter called "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the 3rd day of March 2015 concerning professional engineering services for the **Pct 2 Regional Linear Park Project** from South San Antonio Ave to 2nd Street for the preparation of the Feasibility Study, Preliminary Engineering, PS&E, Construction Bid Services & Construction Management, Inspection & Testing (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article 8 of the **Agreement**, (Supplemental Agreements), establishes that, the terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (3) for any other reason agreeable to the **Owner** and the **Engineer**; and,

WHEREAS, it has become necessary to amend pages 2 and 3 of 3 within the *"Exhibit D – Fee Proposal"* of Work Authorization No. 2 as identified below:

(1) Remove the designation of Phase I and Phase II

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Exhibit D pages 2 and 3 of 3 are deleted and the attached Exhibit D pages 2 and 3 of 3 are inserted in lieu thereof. This amendment is to remove the designation of Phase I and Phase II. Please note this modification will not affect the total estimated project fee.

All other provisions are unchanged and remain in full force and effect.

EXHIBIT "F"

Supplemental Agreement Form

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to Work Authorization No. 2 of the Agreement for Professional Services to be executed as of the _____ day of _____, 2015.

THE ENGINEER:
L&G ENGINEERING

BY: _____
Jacinto Garza, P.E., President

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS
Exhibit D – Fee Proposal pages 2 and 3 of 3

Exhibit "D"

REVISED TO REMOVE DESIGNATION OF PHASE I AND PHASE II
NOTE: THIS REVISION DOES NOT INCREASE NOR DECREASE THE ESTIMATED COST PROPOSAL

July 29, 2015

Jacinto Garza, President/CEO
L & G Engineering
Attn: David Saenz, P.E.
2100 W. Expressway 83
Mercedes, Texas 78570

Proposal: **Proposal FNC 130 and 150 (update to remove Project Phases)**
Supplemental #1 to Work Authorization #10
Limits: South San Antonio Avenue (San Juan) to 2nd Street (McAllen)

Dear Mr. Garza:

Thank you for your consideration for Surveying Services from ROWSS for the above mentioned project. The attached EXHIBIT D Surveying Fee Schedule, is being updated to remove phasing limits as requested. This will result in no change in the estimated project fee.

FC 130 ROW Mapping:		
40 Parcels @ $2,850.00		$114,000.00
FC 150 Horizontal/Vertical Control:		
Horizontal/Vertical Control		$40,651.00
	Total Project:	**$154,651.00**

If you have any questions or need additional information, please contact me at 956-451-2670.

Sincerely,

Julio Cerda, P.E.
President/C.E.O.

REVISED TO REMOVE DESIGNATION OF PHASE I AND PHASE II
NOTE: THIS REVISION DOES NOT INCREASE NOR DECREASE THE ESTIMATED COST PROPOSAL

Exhibit "D"
BUDGET
LUMP SUM RATE BASIS OF PAYMENT

Supplemental #1 Work Authorization No.10

	A	B	C	D	E	F	G	H	I	J
1	**Project:** Hidalgo County Pct. 2 Regional Hike and Bike Trail					**R.O.W. Surveying Services, LLC**				
2	**County:** Hidalgo County, Texas									
3	**From:** South San Antonio (San Jaun) to 2nd Street (McAllen)									
4	**Description of Work:** ROW Map and Horizontal/Vertical Control									
5										
6		Survey		Survey	4-man	3-man	2-man	Admin/	Total	Cost
7	**TASK AND DESCRIPTION**	**PM**	**RPLS**	**Technician**	**Survey Crew**	**Survey Crew**	**Survey Crew**	**Clerical**	**Hours**	
8	**HOURLY RATE**	**$124.00**	**$125.00**	**$82.00**	**$175.00**	**$155.00**	**$130.00**	**$50.00**		
9										
10										
11	**FC 130 (ROW MAP) Lump Sum per Parcel**									
12	A. ROW Map, Parcel Description, Metes and Bounds Description, and Title Reports (40 Parcels @$2,850/parcel)									$ 114,000.00
13										
14	**FC 150 Field Surveying (Control Hz & Vt)**									
15	A. Primary Project Control									
16	a. Establish Primary Control	13	22	13	0	153	0	3	204	$ 29,293.00
17	B. Secondary Project Control									
18	a. Set additional secondary control points as needed	0	8	8	0	20	0	0	36	$ 4,756.00
19	b. Horizontal values established with RTK or VRS	0	8	8	0	6	0	0	22	$ 2,586.00
20	c. Vertical values established with digital level	0	8	8	0	6	0	0	22	$ 2,586.00
21	C. Setting Benchmarks									
22	a. Setting Benchmarks @ 1000'(ft) intervals	0	4	0	0	6	0	0	10	$ 1,430.00
23	Subtotal Hours	13	50	37	0	191	0	3	294	
24	Subtotal Cost	$1,612.00	$6,250.00	$3,034.00	$0.00	$29,605.00	$0.00	$150.00		$ 40,651.00
25	**Total Fee FC 150**	**$1,612.00**	**$6,250.00**	**$3,034.00**	**$0.00**	**$29,605.00**	**$0.00**	**$150.00**		**$ 40,651.00**
26										
27	**Grand Total FC 130 and FC 150**									**$ 154,651.00**

AI-50673 **Purchasing Department** **18. D. 1.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Lulu Lucio, COMM. PCT. #4 Submitted By: Moises Salazar, PURCHASING DEPT.

Department: COMM. PCT. #4

Information

CAPTION

Acceptance and approval of "Certificate of Substantial Completion" submitted and certified by project architect, Mata Garcia Architects, LLP, reflecting the date of July 24th, 2015 by JCon Construction, LLC awarded contractor for the Hidalgo County Precinct No. 4 "Construction of the Linn - San Manuel Emergency Services Facility" (Contract No. C-14-067-06-03).

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Certificate of Substantial Completion

Form Review

Inbox	**Reviewed By**	**Date**
Purchasing Department	Marty Salazar	07/30/2015 01:41 PM
Budget & Management	Debbie Tamez	07/30/2015 02:32 PM
Glinda Pacheco	Glinda Pacheco	07/31/2015 01:36 PM
Auditor's Office	Monica Badillo	07/31/2015 06:17 PM

Form Started By: Moises Salazar Started On: 07/29/2015 04:03 PM

Final Approval Date: 07/31/2015

AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)
Hidalgo County Pct. No. 4 Linn-San Manuel Emergency Services Facility
Linn - San Manuel Texas

PROJECT NUMBER: 201310/
CONTRACT FOR: General Construction
CONTRACT DATE: August 05, 2014

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

TO OWNER:
(Name and address)
County of Hidalgo Pct. 4
1051 N. Doolittle Rd.
Edinburg, Texas 78542

TO CONTRACTOR:
(Name and address)
J-Con Construction LLC
604 Palmview Drive
Mission, Texas 78574

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

All work under contract documents.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty	**Date of Commencement**
All Warranties Required Under Contract Documents	August 24, 2015

Mata+Garcia Architects LLP		July 24, 2015
ARCHITECT	**BY**	**DATE OF ISSUANCE**

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Thirty (30) days from the above date of Substantial Completion.

J-Con Construction LLC		July 24, 2015
CONTRACTOR	**BY**	**DATE**

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 8:00 a.m. (time) on August 24, 2015 (date).

County of Hidalgo/Precinct No. 4		
OWNER	**BY**	**DATE**

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

County of Hidalgo / Precinct No. 4 assumes all responsibility for security, maintenance, heat, utilities, damage to the Work and insurance as of August 24, 2015 at 8:00 a.m.

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User Notes: (1664102247)

MATA garcia
ARCHITECTS L.L.P.

ARCHITECTURE

PROJECT MANAGEMENT

INTERIOR DESIGN

Linn San Manuel Emergency Services Facility
July 22, 2015

This Punchlist is comprised the following items:

A. Three E- mails with attachments regarding items previously include in Field Reports:
1. Email sent by Hector Garcia 7/20/2015 4:42am
2. Email sent by Hector Garcia 7/20/2015 5:20am
attachments: 2 – photographs
3. Email sent by Hector Garcia 7/20/2015 5:33am
attachments: 5 – photographs

B. This written punchlist and floor plan drawings with items shown on the plan

No. Room name
Item number

100 Reception
1. Touch up paint at receptacle west wall
2. Clean paint and dust aluminum storefront frames

101 County Fire Marshall Office
3. Double pane exterior glazing seals not properly installed need to be corrected.
4. Refinish gypsum board at receptacle under window
5. Replace cracked ceiling panel
6. Touch up paint at hollow metal frame

102 Hall
7. General note: Clean all door hardware

103 DPS/GW/Office
8. Base is waving not flat against wall. Install properly
9. Double pane exterior glazing seals not properly installed need to be corrected.
10. Remove scuff marks from floor

104 Storage no items

105 Precinct no. 4 Office
11. Base is waving not flat against wall. Install properly and clean
12. Double pane exterior glazing seals not properly installed need to be corrected.

106 Hall
13. Touch up paint at hollow metal frame

107 Toilet

14. No hot water
15. Resilient floor to ceramic mosaic floor transition not level. Correct to level and seal gap with manufacturer's approved ceramic tile expansion joint sealant.
16. Ceramic mosaic tile floor to ceramic tile wall not properly grouted or cleaned.
17. Clean ceramic tile walls and remove stained grout from ceramic mosaic tile floor

108 Janitor

18. Add mop and broom holders TA-8 spec section 10800- page 4
19. Seal terrazzo sink to wall
20. Floor drain installed improperly with VCT unglued at edges. Reinstall floor drain plate flush with VCT. Correct VCT at drain.

109 Toilet

21. No hot water
22. Resilient floor to ceramic mosaic floor transition not level. Correct to level and seal gap with manufacturer's approved ceramic tile expansion joint sealant.
23. Ceramic mosaic tile floor to ceramic tile wall not properly grouted or cleaned.
24. Clean ceramic tile walls and remove stained grout from ceramic mosaic tile floor

110 Mechanical

25. Plenums to floor not properly sealed
26. Duct work not properly sealed
27. Touch up paint
28. Clean floor

111 Electrical

112 Living Room

29. Clean base
30. Clean A/C housing
31. Clean wall
32. Complete sliding door installation
33. Clean aluminum storefront
34. A/C not properly working
35. Water fountain front panel not properly reinstalled clean floor below

113 Kitchen

36. Install counter top
37. Install ceiling grid angle at all intersections to cabinets

114 Hall

38. Refinish tape float texture paint
39. Install door stops – General Note

115 Storage (I T)

40. Install missing screws at piano hinges – General Notes
41. Replace cracked ceiling tile

116 Women

42. Refinish crack at top of wall
43. Resilient floor to ceramic mosaic floor transition not level. Correct to level and seal gap with manufacturer's approved ceramic tile expansion joint sealant.
44. Correct ceramic mosaic tile floor to ceramic tile wall not properly grouted or cleaned.
45. Replace ceramic wall tiles used as Ceramic tile coved bases
46. Clean ceramic tile walls and remove stained grout from ceramic mosaic tile floor
47. Add: TA-12 shower curtains rod and hooks spec section 10800- page 4
48. Correct ceramic tile floor at drains
49. Install dressing benches

117 Men

50. Resilient floor to ceramic mosaic floor transition not level. Correct to level and seal gap with manufacturer's approved ceramic tile expansion joint sealant.
51. Ceramic mosaic tile floor to ceramic tile wall not properly grouted or cleaned.
52. Replace ceramic wall tiles used as Ceramic tile coved bases
53. Clean ceramic tile walls and remove stained grout from ceramic mosaic tile floor
54. Add: TA-12 shower curtains rod and hooks spec section 10800- page 4
55. Correct ceramic tile floor at drains
56. Install: dressing benches
57. Paper towel dispenser mounting clips are exposed and should be corrected.

118 Apparatus Bay

58. Grout honeycomb concrete at slabs
59. Install door stops
60. One of six overhead doors is work. Correct others.
61. Clean and seal concrete floor

119 Fire Chief Office

120 Janitor

62. Add mop and broom holders TA-8 spec section 10800- page 4
63. Seal terrazzo sink to wall

121 Storage

122 Storage

123 Storage

124 Washer/Dryer Storage

125 Riser

Exterior

West Elevation

64. Refer to previously issued Field Reports for pending items not corrected

65. Remove red paint for cement board siding
66. At top of walls seal all gaps between brick and soffit
67. At brick to cement board siding sill, seal all gaps

North Elevation

68. At top of walls seal all gaps between brick and soffit – General Note
69. At all brick ledge conditions under window siding wall remove all exposed copper fabric flashing and clean concrete.- General Note
70. Paint on galvanized steel is peeling off. Very galvanized primer was used, if not remove all paint to install paint properly -General Note

71. Replace all square downspouts to be round. At bottom of downspout extend angle opening to fall within recessed area of splashblock – General Note- Refer to previously issued Field Reports
72. At sidewalk boxes replace rivets is galvanized screws countersunk
73. Install door felt and gaps between doors

East Elevation

74. Replace deteriorated brick at fourth course middle of wall
75. At all brick ledge conditions under window siding wall remove all exposed copper fabric flashing and clean concrete.
76. At brick to cement board siding sill, seal all gaps
77. At top of walls seal all gaps between brick and soffit – General Note

South elevation

78. Install doorstop
79. Remove and install dislodged bricks -General Note
80. Seal open area above the steel beam
81. At all brick ledge conditions under window siding wall remove all exposed copper fabric flashing and clean concrete.

Covered parking

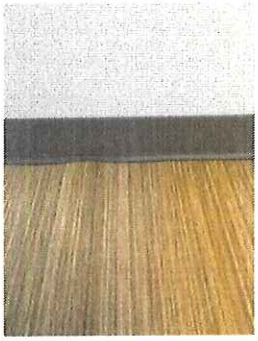
82. Seal all concrete chapes
83. Paint on galvanized steel is peeling off. Verify galvanized primer was used, if not remove all paint to install paint properly -General Note
84. At brick to cement board siding sill, seal all gaps

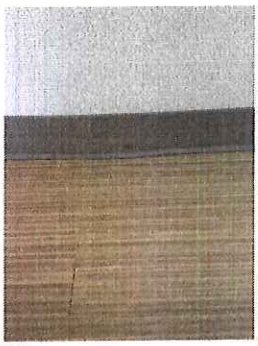
This concludes the punchlist created on July 23, 2015.
Additional items maybe added in future field visits by the Architect and or Owner.


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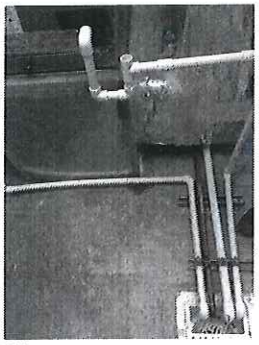

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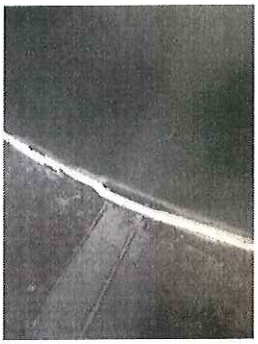

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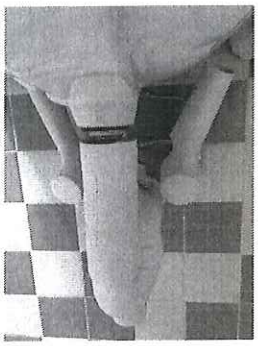

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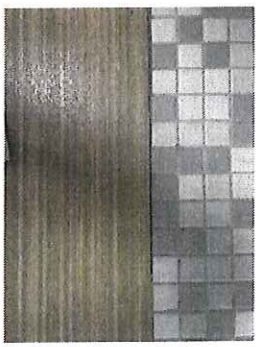
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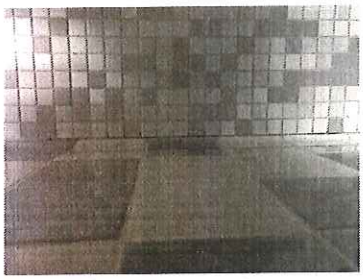

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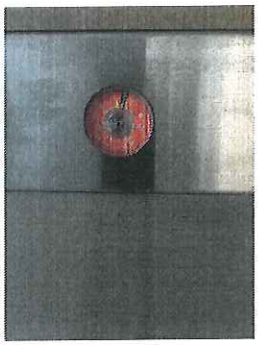

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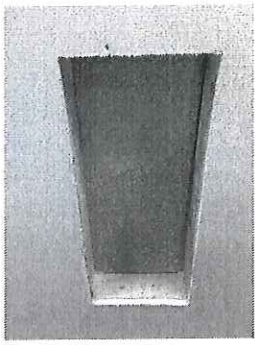
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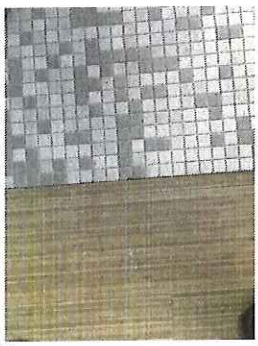
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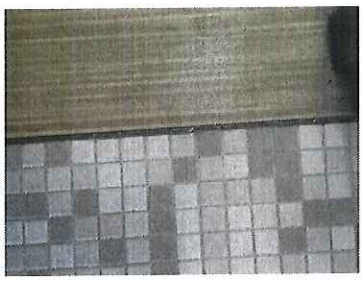
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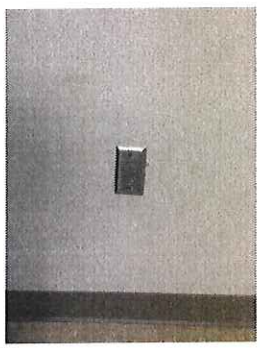
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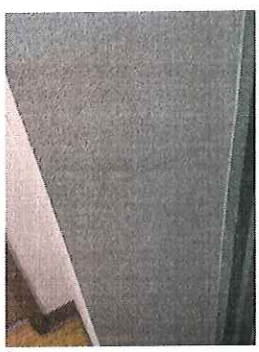
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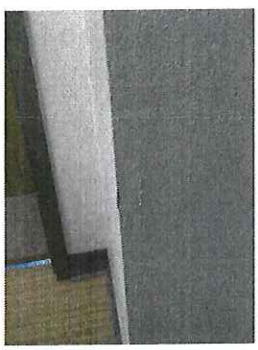
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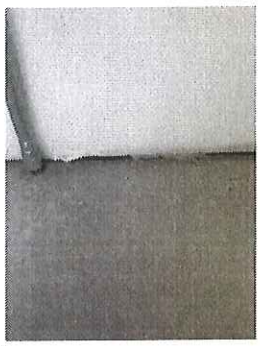


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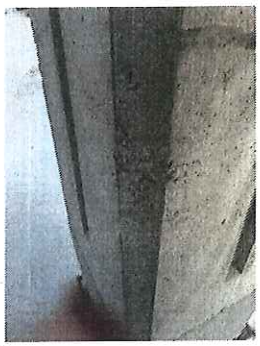

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SIGMA HN
ENGINEERS, PLLC

701 S 15th St
McAllen, TX 78501
(956) 332-3206

FINAL PUNCH LIST

Project:	Linn San Manuel Emergency Services Facility	**Site Visit Date:**	July 23, 2015
Eng's Project No.:	13023	**Time:**	1:30 pm
General Contractor:	JCON Construction, LLC	**Weather:**	98°F, Hot
Report By:	Sigma HN Engineers, PLLC	**Est. % of Completion:**	90%
Present at Site:	Sigma HN Engineers, PLLC (Gabriel Hinojosa, Tony Nicanor) JCON Construction, LLC (Domingo Desiga) Mata-Garcia Architects (Rey Zamora) Hidalgo County Pct. 4 (Daniel Flores, Lulu Lucio)		

The following items require the attention of the Contractor for completion or correction. This list may not be all-inclusive, and the failure to include any items not on this list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Observations:

1. Conduct program configuration (start-up) of lighting control system and owner training.
2. Conduct program configuration (start-up) of stand-by generator and automatic transfer switch and owner training.
3. Install light fixtures type CC and control for building signage.
4. Lighting for storages 121 through 124 was non operable; correct wiring configuration.
5. Install circuit labeling for each current carrying conductors at electrical panels; refer to photo 1.
6. Control on/off for overhead garage doors need to be adjusted so that the switches are kept recessed to the switch; refer to photo 2.
7. Safety disconnect switch serving condensing unit FCCU-1 needs to properly support to building; refer to photo 3.
8. Install equipment labeling for generator and automatic transfer switch; refer to photo 4.
9. Remove additional lighting control switch in room 105; refer to photo 5.
10. Install sealant around the perimeter of light fixtures type P; refer to photo 6.
11. Provide generator anchor bolts; refer to photo 7.
12. Reduce lead length of surge protection devices as much as possible to avoid voltage drop. Consult manufacturer prior to commencing work; refer to photo 8.

General

13. Complete installation of air conditioning units, controls and refrigerant. Units were running, but it was warm in all the spaces.
14. Submit TAB contractor qualification data.
15. Provide testing, adjusting, and balancing for the project.
16. Provide training on programmable thermostats for AHUs and FCUs.
17. Provide close-out documents.
18. Provide as-built drawings.
19. Supply diffusers are not an equal to TITUS OMNI-AA specified and should be replaced.
20. Flexible duct is not equal to Flexmaster Type 1M specified and should be replaced.

Mechanical Room

21. Painted steel platforms and vibration isolation devices were not installed as described in sheet m1.0, key note 10. Current sheet metal plenum boxes supporting units are not sealed at bottom. Units should be supported on steel platforms as specified.

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22. Provide conduit for control wiring. Exposed control wiring, not in conduit, is not acceptable.
23. Condensate drain lines need to be offset to allow for filter access.
24. Condensate drain lines need to be supported with clamps.
25. Black electric tape to seal condensate piping connections to unit is not acceptable.
26. Foil tape to seal AHU's is not acceptable.
27. Refrigerant line insulation is torn and needs to be properly sealed and fastened.
28. Duct insulation needs to be properly sealed with vapor barrier mastic.
29. Fire dampers have not been installed where the supply and return ducts penetrate ceiling in mechanical room 110 as shown on m1.0, detail 2.
30. Install escutcheons on penetrations of walls, ceilings, and floors that are exposed to sight as specified in specification 15050 for a finished appearance.
31. Balancing dampers need to be installed on outside air ducts as shown on sheet m1.0.
32. Installation of duct silencers could not be verified at time of site visit because of hard ceiling.
33. Seal insulation on hot water piping.
34. Insulate branch sections of hot water piping.
35. Complete start-up of water heater.

Living Room

36. Thermostats installed are not the ones provided by unit manufacturer as directed in sheet m1.0, key note 7.
37. Wall mounted programmable thermostat for FCU-1 has not been installed yet. It too needs to be the thermostat provided by unit manufacturer.
38. Electric water cooler panel needs to be secured in place.

Kitchen

39. Grease duct needs to be replaced & insulated with the type described in sheet m1.0, key note 1.
40. Complete installation of kitchen hood, KH-1, and NFPA101 upgrade package as described on kitchen hood schedule on sheet m3.0.
41. Switch on kitchen hood is loose and needs to be fastened properly.
42. Kitchen hood fire suppression system needs to be charged and tested.
43. Complete installation of sink in Kitchen 113.

Restrooms (Typical)

44. No hot water on restroom lavatories.
45. Low hot water flow on restroom lavatories.
46. Water line protective covers under lavatories need to be secured properly.

IT Room

47. Complete installation of FCU-2 serving IT room. Wires are exposed from front panel.
48. FCU-2 serving IT Room is mounted at an angle and needs to be straightened out.
49. Conceal condensate pump serving FCU-2 above ceiling.
50. Install thermostat for FCU-2 serving IT room.

Apparatus Bay

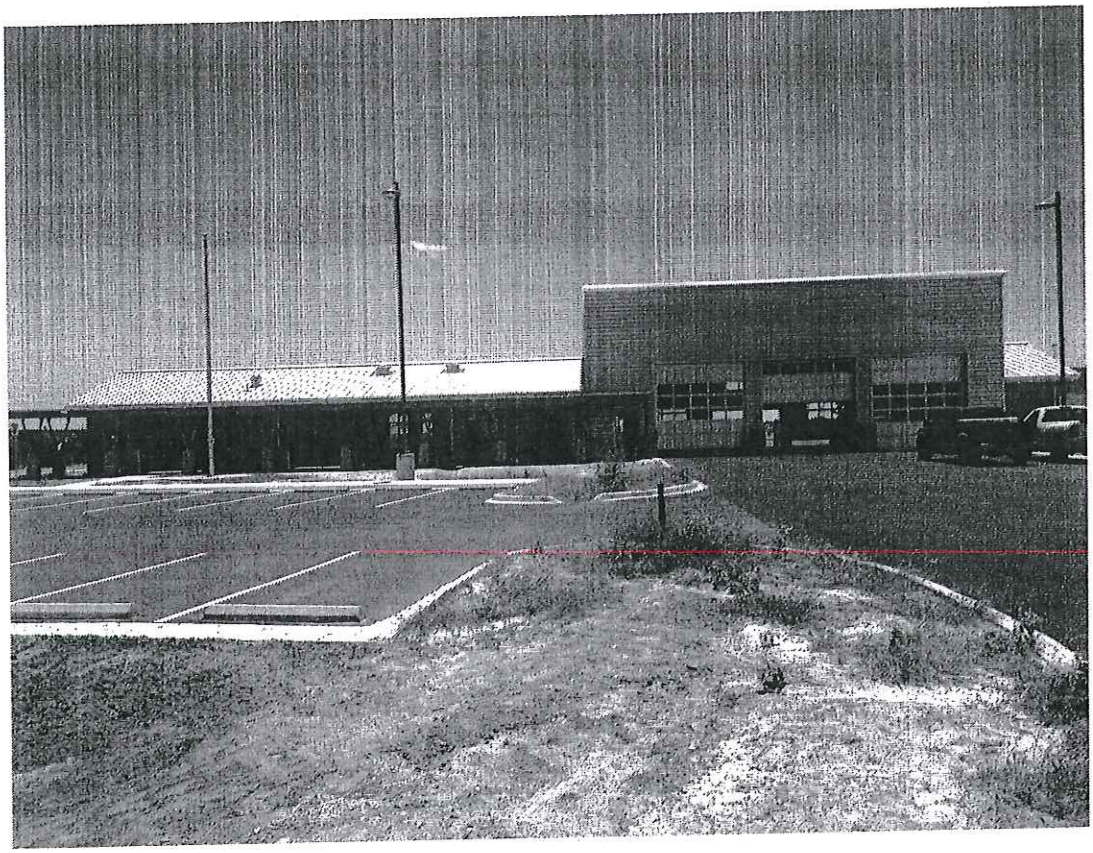
51. Yellow-Jacket BigAss Fans need to be adjusted so they oscillate more towards the center of the apparatus bay. Currently, they oscillate towards the wall.
52. Safety cable supporting North West fan hits light fixture when it oscillates. Adjust safety cable to avoid conflict with the light fixture.
53. Install acid-waste pipe vents as described on sheet m1.0, key note 6. Coordinate vent installation with flammable storage cabinets to be provided by owner.
54. Obtain owner-provided air compressor & complete installation as shown on sheet p2.0, detail 9.

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55. Trench drains in Apparatus Bay were visibly not level.
56. Need access panel for hot water return balancing valves. Typical for all others valves and water hammer arrestors mounted above hard ceiling.
57. Exhaust fans serving storage rooms are excessively noisy. Make and model of fans are not an approved equal to basis of design; furthermore, product installed is not the product that was submitted as the intended product to be used.

Outdoor

58. Seal around outside air intake louvers.
59. Install smaller mesh screen at exhaust outlets, typical.
60. Installation of aluminum jacket for FCCU-1 is not complete.
61. Concrete pad for condensing units does not extend all the way to the building as shown on sheet m1.0 allowing for future growth of weeds.
62. Condensing units are not anchored down to concrete pads with anchor bolts.
63. Provide concrete pad for FCCU-1 for weather protection as indicated on plans.
64. Mechanical sleeve seals at exterior wall penetration where not installed as indicated in sheet m1.0, key note 9. Reference sheet m2.0, detail 13.
65. Aluminum jacket on exposed refrigerant pipes was not installed as indicated in sheet m1.0, key note 9.
66. Concrete collars on the sanitary sewer cleanouts were not level and were not at proposed natural ground elevation.
67. Grease trap manhole covers were not level. Manhole covers shall be flush with natural ground.



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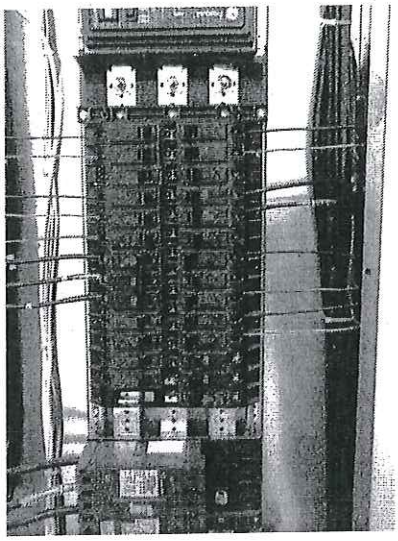


Photo 1

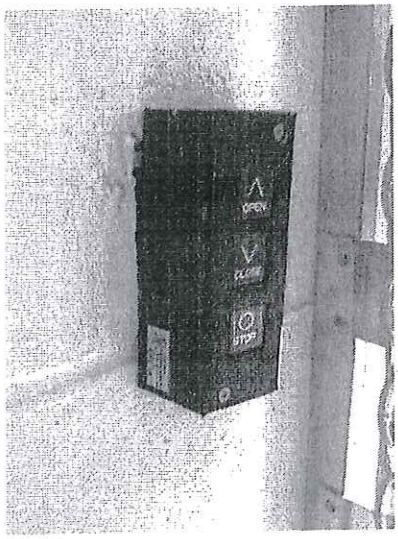


Photo 2

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(956) 332-3206



Photo 3

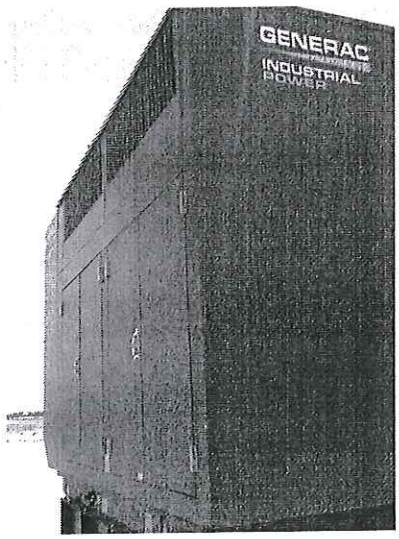


Photo 4

701 S 15th St
McAllen, TX 78501
(956) 332-3206

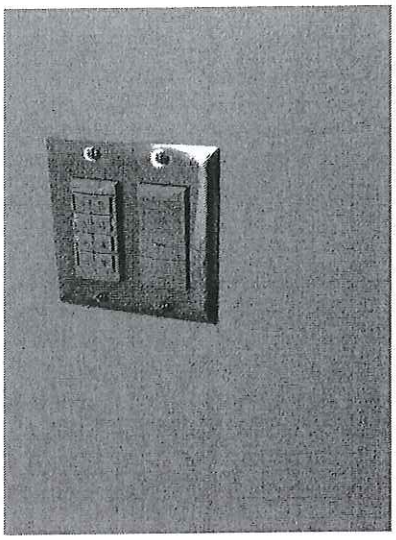


Photo 5

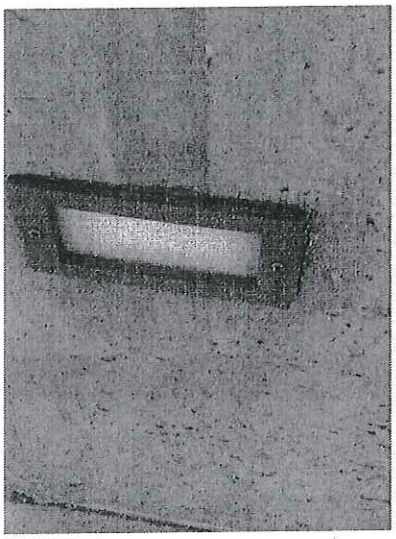


Photo 6

701 S 15th St
McAllen, TX 78501
(956) 332-3206

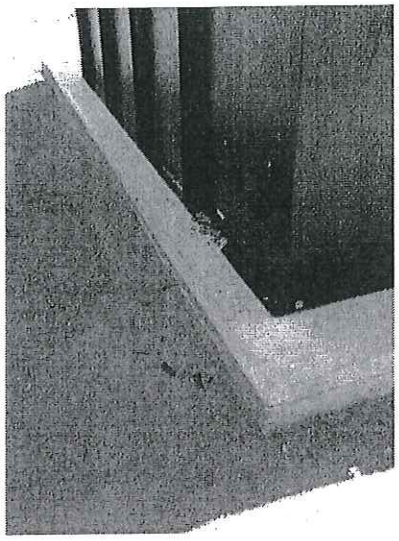


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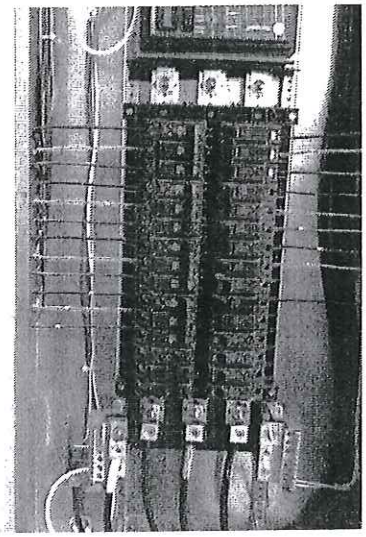


Photo 8

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McAllen, TX 78501
(956) 332-3206

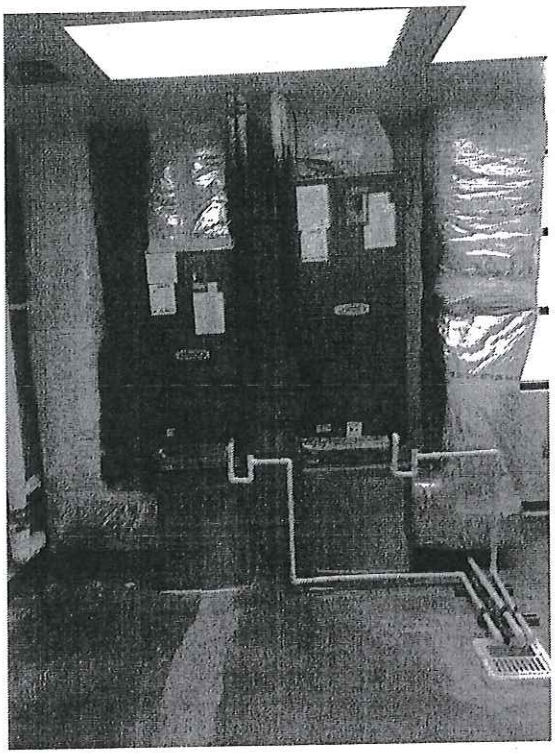


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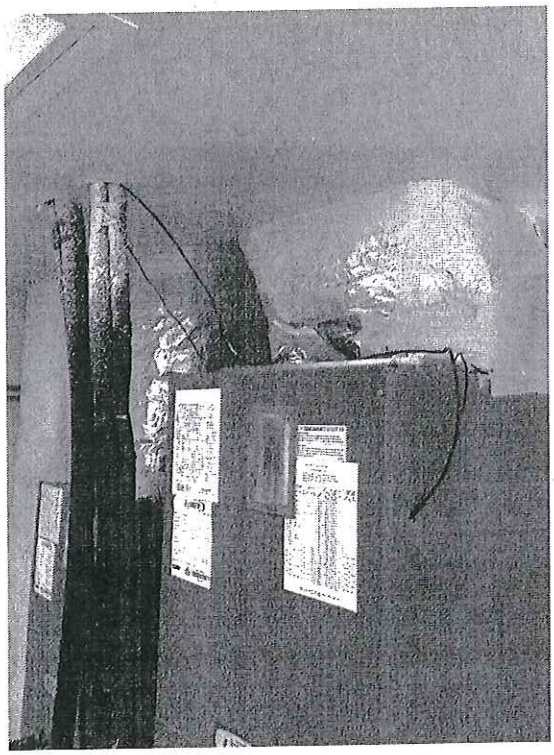


Photo 10

701 S 15th St
McAllen, TX 78501
(956) 332-3206

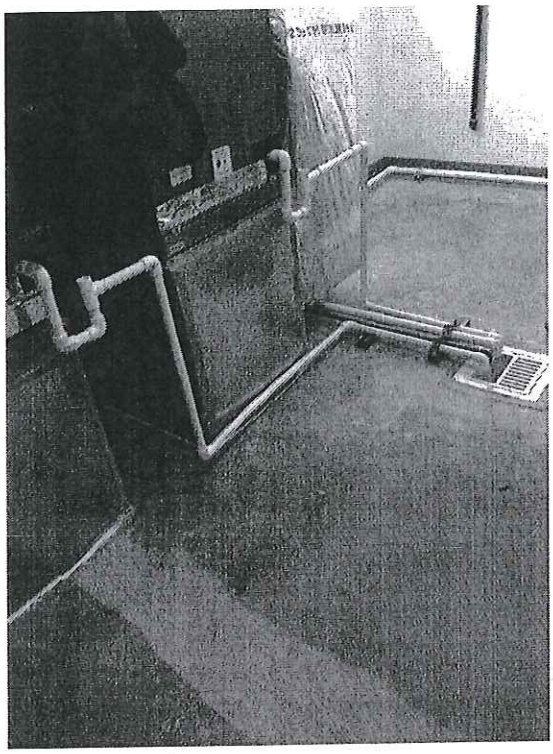


Photo 11



Photo 12

701 S 15th St
McAllen, TX 78501
(956) 332-3206

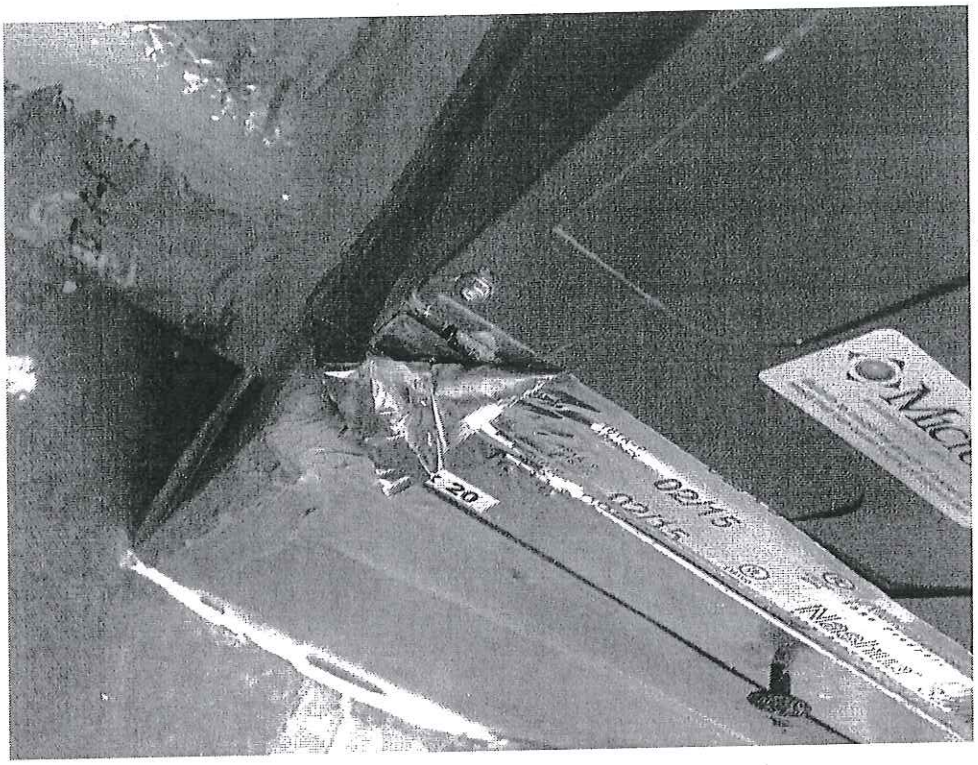


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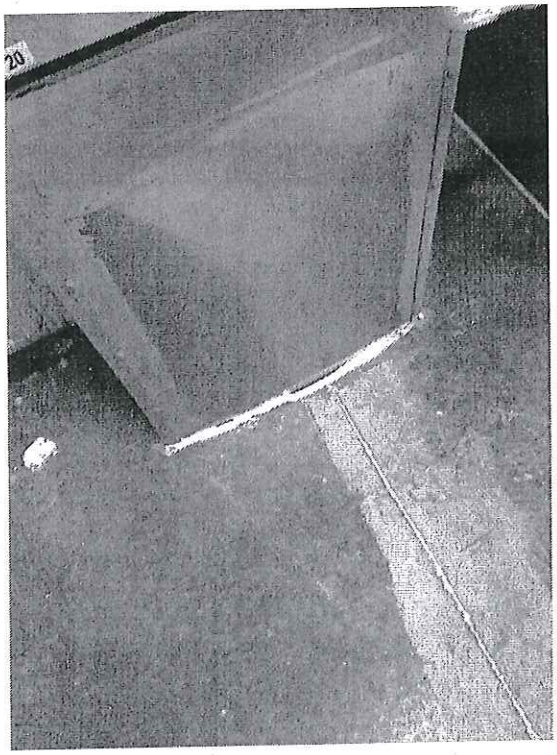


Photo 14

701 S 15th St
McAllen, TX 78501
(956) 332-3206

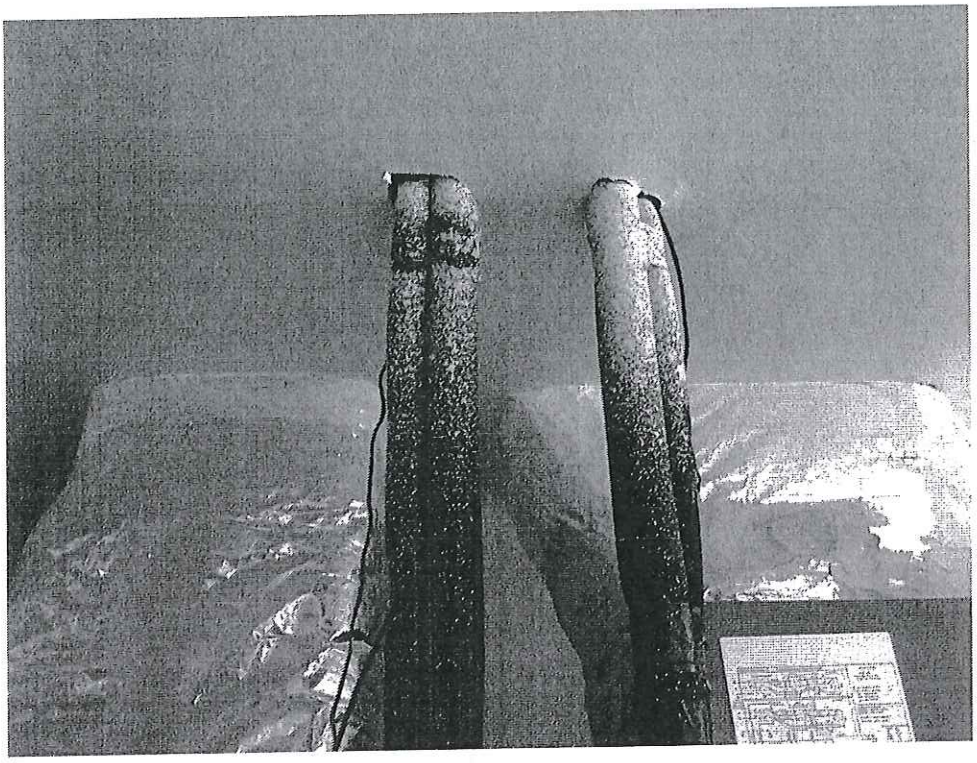


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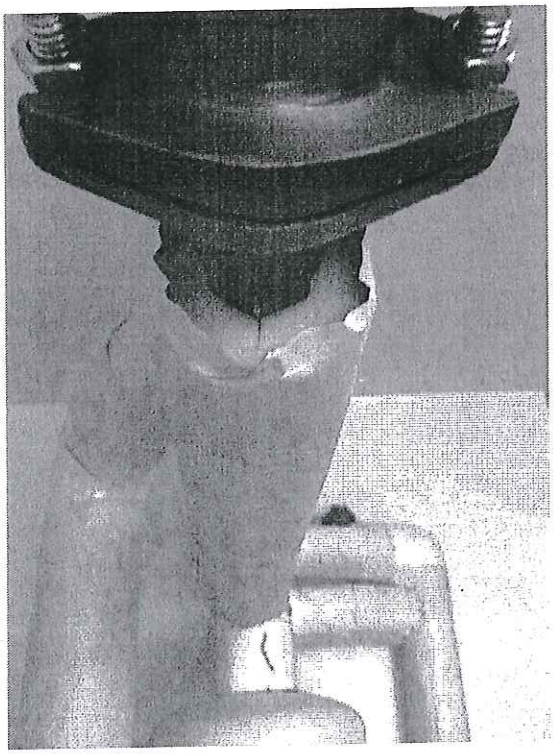


Photo 16

701 S 15th St
McAllen, TX 78501
(956) 332-3206



Photo 17

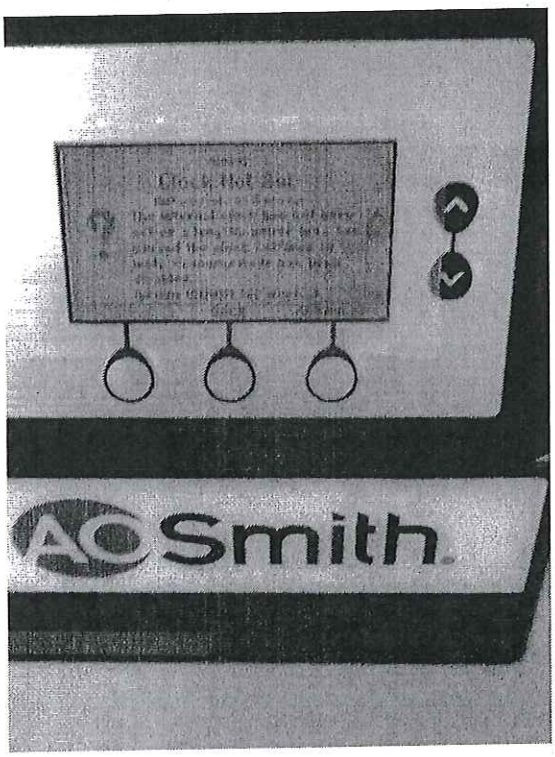


Photo 18

701 S 15th St
McAllen, TX 78501
(956) 332-3206

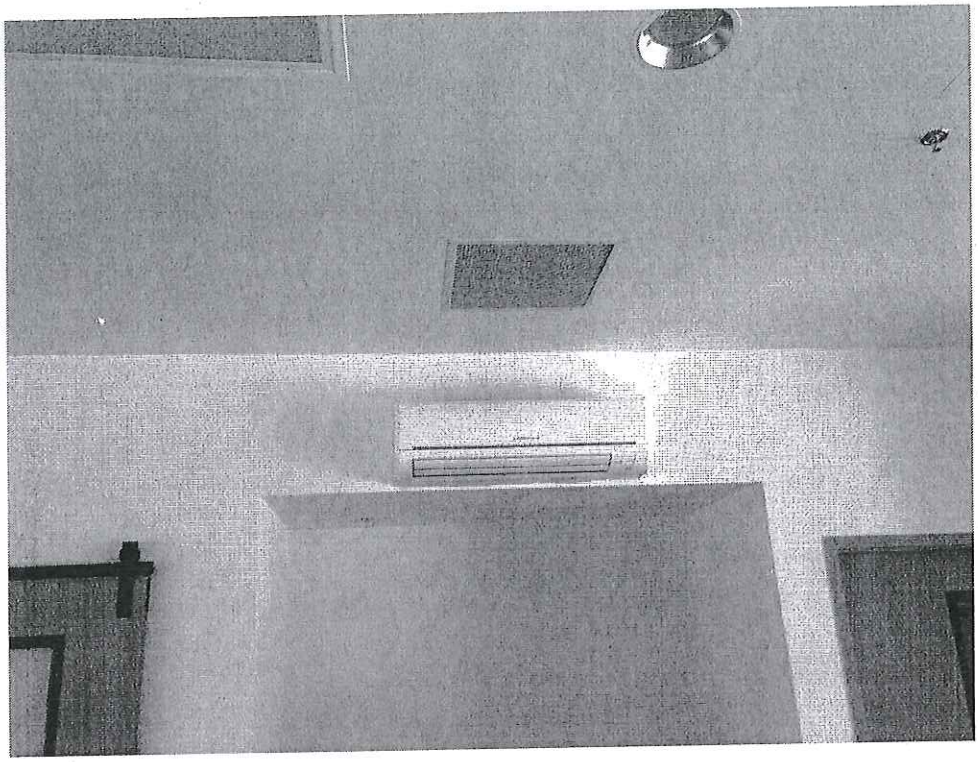


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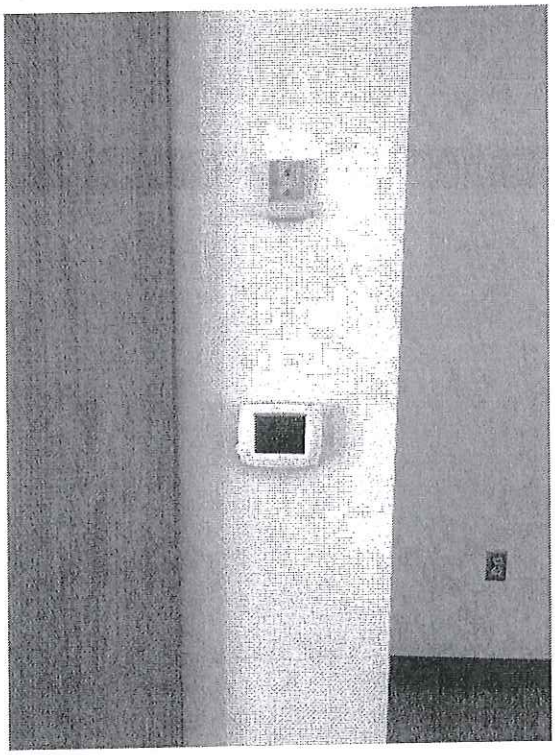


Photo 20

701 S 15th St
McAllen, TX 78501
(956) 332-3206

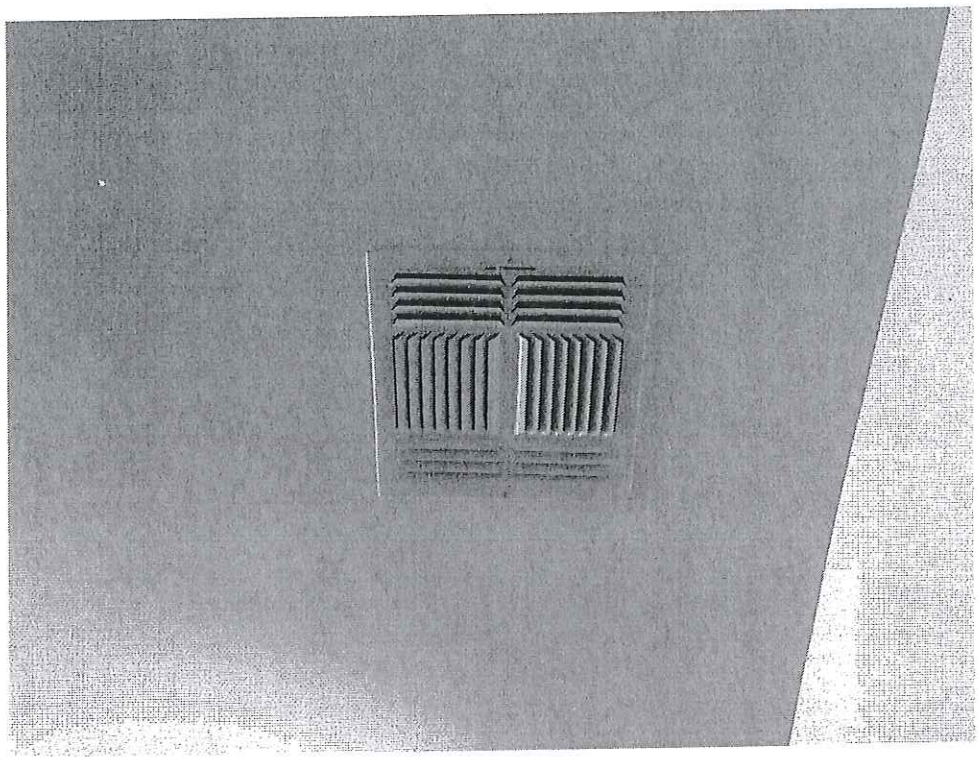


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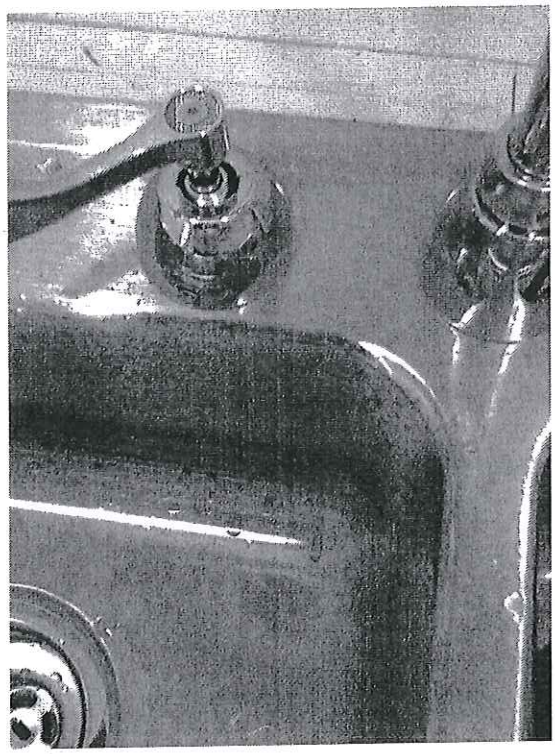


Photo 22

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(956) 332-3206

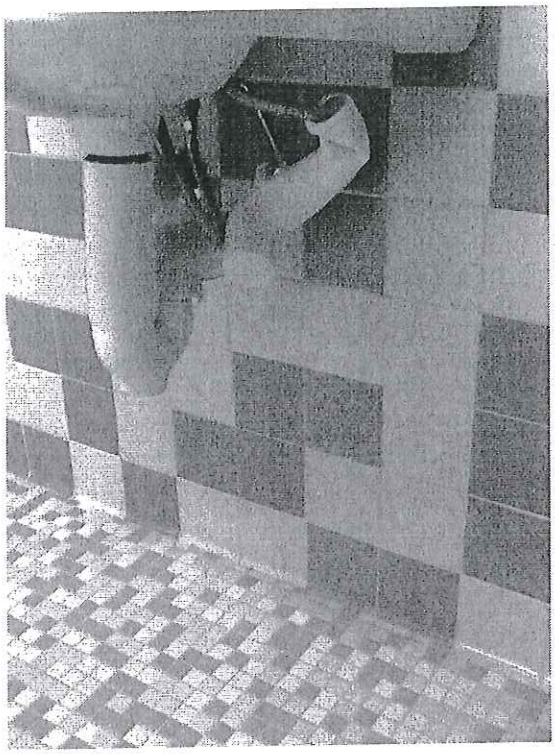


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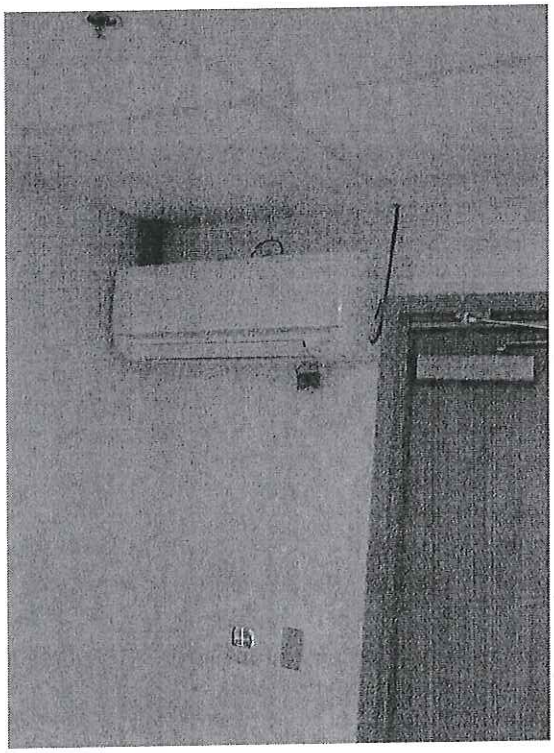


Photo 24

701 S 15th St
McAllen, TX 78501
(956) 332-3206



Photo 25

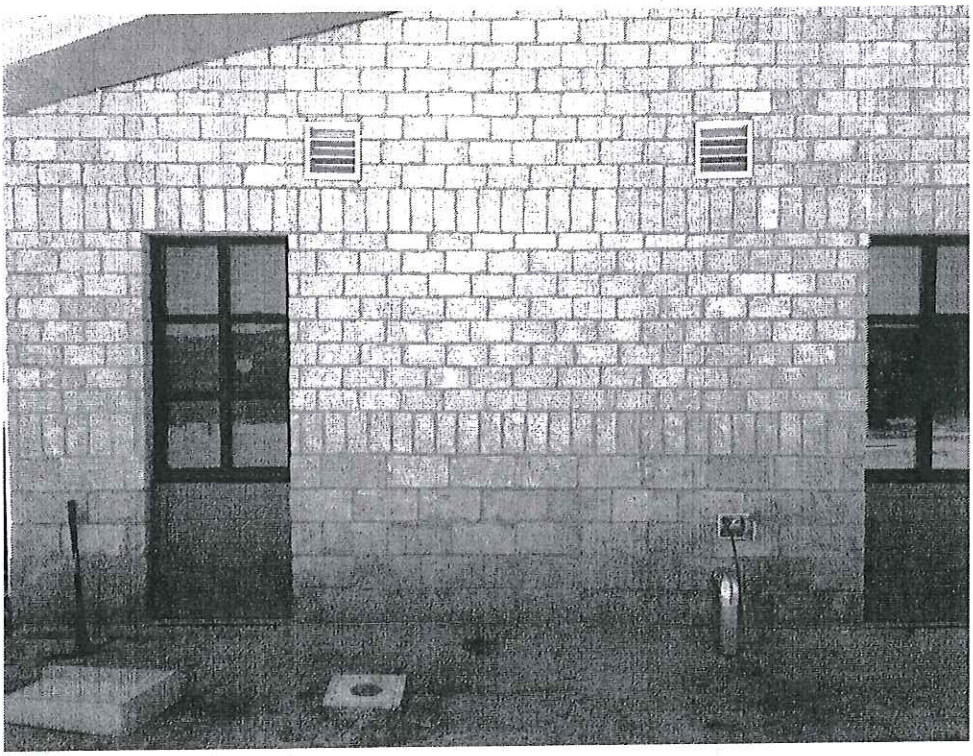


Photo 26

701 S 15th St
McAllen, TX 78501
(956) 332-3206

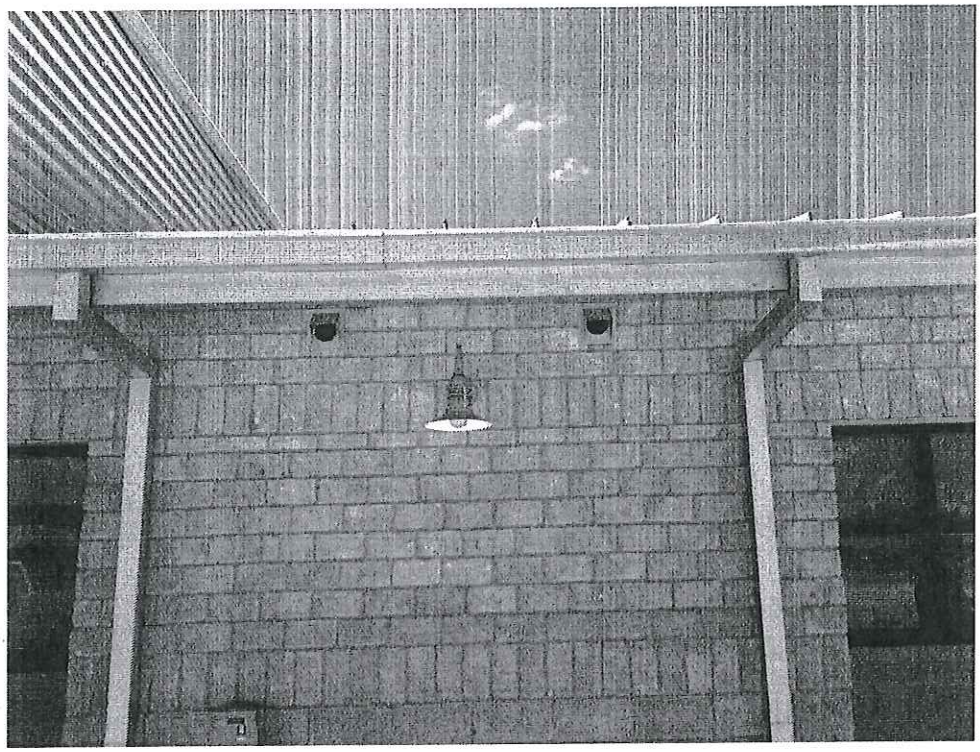


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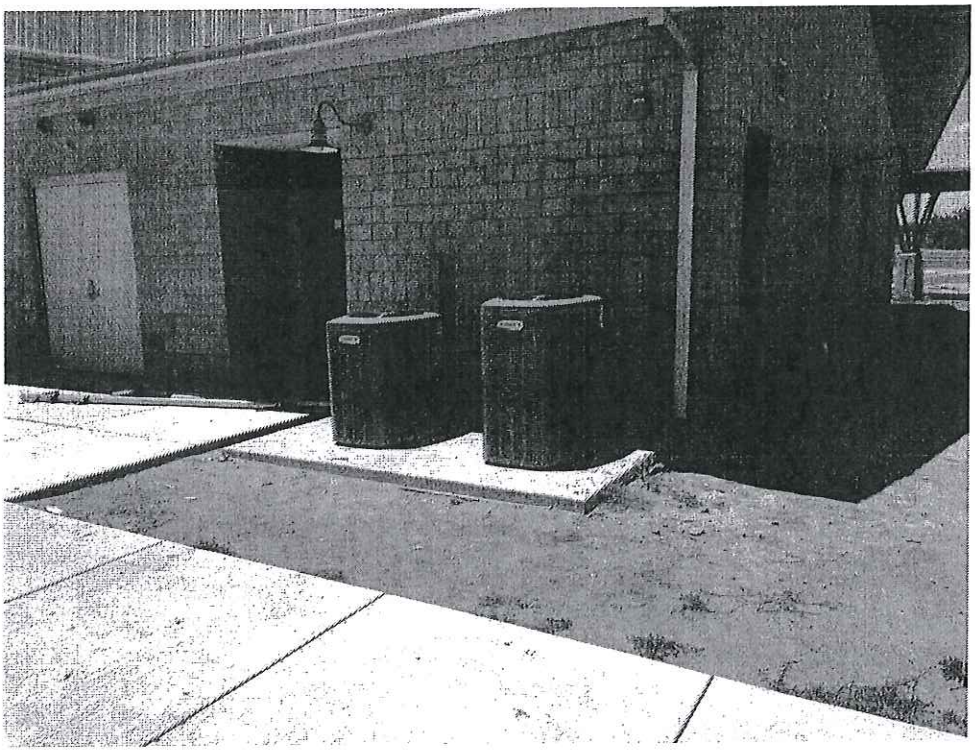


Photo 28

701 S 15th St
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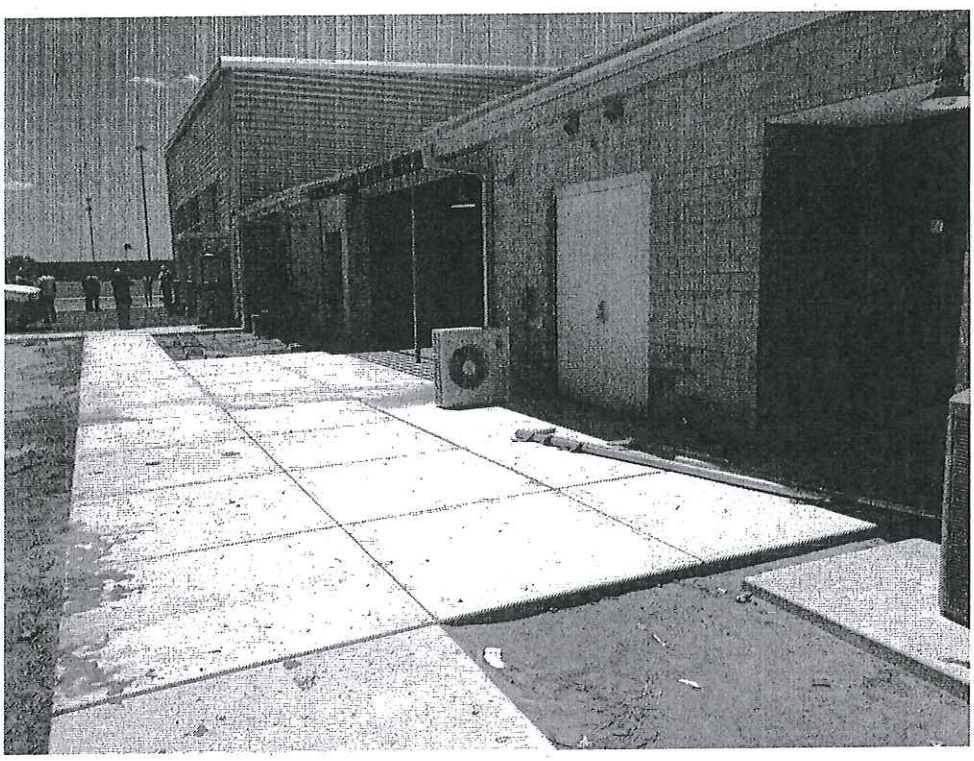


Photo 29



Photo 30

MATA garcia ARCHITECTS L.L.P.

ARCHITECTURE

PROJECT MANAGEMENT

INTERIOR DESIGN

July, 2015

Ms. Maria "Lulu" Lucio
Mr. Jesse Ozuna, Chief Adminsitrator
Hidalgo County Precinct 4
1051 North Doolittle Road
Edinburg, Texas 78542

Hidalgo County – Precinct 4 – Linn-San Manuel Emergency Services Facility

Ms. Lucio / Mr. Ozuna:

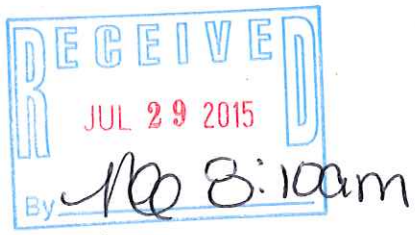
We enclose the following:

- Three sets of the Substantial Completion forms along with Architectural / MEP / Photos of the punch list walk-thru of July 23rd; once the other consultants and department heads submit their punch lists we will attach them to the document as well
- Please have the appropriate authority sign all three originals and return two to our office for further distribution.

If you have any questions, feel free to call.

Thanks,

Hector Rene Garcia
Architect / Partner



No. Room name
Item number

100 Reception
1. Touch up paint at receptacle west wall
2. Clean paint and dust aluminum storefront frames

101 County Fire Marshall Office
3. Double pane exterior glazing seals not properly installed need to be corrected.
4. Refinish gypsum board at receptacle under window
5. Replace cracked ceiling panel
6. Touch up paint at hollow metal frame

102 Hall
7. General note: Clean all door hardware

103 DPS/GW/Office
8. Base is waving not flat against wall. Install properly
9. Double pane exterior glazing seals not properly installed need to be corrected.
10. Remove scuff marks from floor

104 Storage no items

105 Precinct no. 4 Office
11. Base is waving not flat against wall. Install properly and clean
12. Double pane exterior glazing seals not properly installed need to be corrected.

106 Hall
13. Touch up paint at hollow metal frame

107 Toilet
14. No hot water
15. Resilient floor to ceramic mosaic floor transition not level. Correct to level and seal gap with manufacturer's approved ceramic tile expansion joint sealant.
16. Ceramic mosaic tile floor to ceramic tile wall not properly grouted or cleaned.
17. Clean ceramic tile walls and remove stained grout from ceramic mosaic tile floor

108 Janitor
18. Add mop and broom holders TA-8 spec section 10800- page 4
19. Seal terrazzo sink to wall
20. Floor drain installed improperly with VCT unglued at edges. Reinstall floor drain plate flush with VCT. Correct VCT at drain.

109 Toilet
21. No hot water
22. Resilient floor to ceramic mosaic floor transition not level. Correct to level and seal gap with manufacturer's approved ceramic tile expansion joint sealant.
23. Ceramic mosaic tile floor to ceramic tile wall not properly grouted or cleaned.
24. Clean ceramic tile walls and remove stained grout from ceramic mosaic tile floor

110 Mechanical
25. Plenums to floor not properly sealed
26. Duct work not properly sealed
27. Touch up paint
28. Clean floor

111 Electrical

112 Living Room
29. Clean base
30. Clean A/C housing
31. Clean wall
32. Complete sliding door installation
33. Clean aluminum storefront
34. A/C not properly working
35. Water fountain front panel not properly reinstalled clean floor below

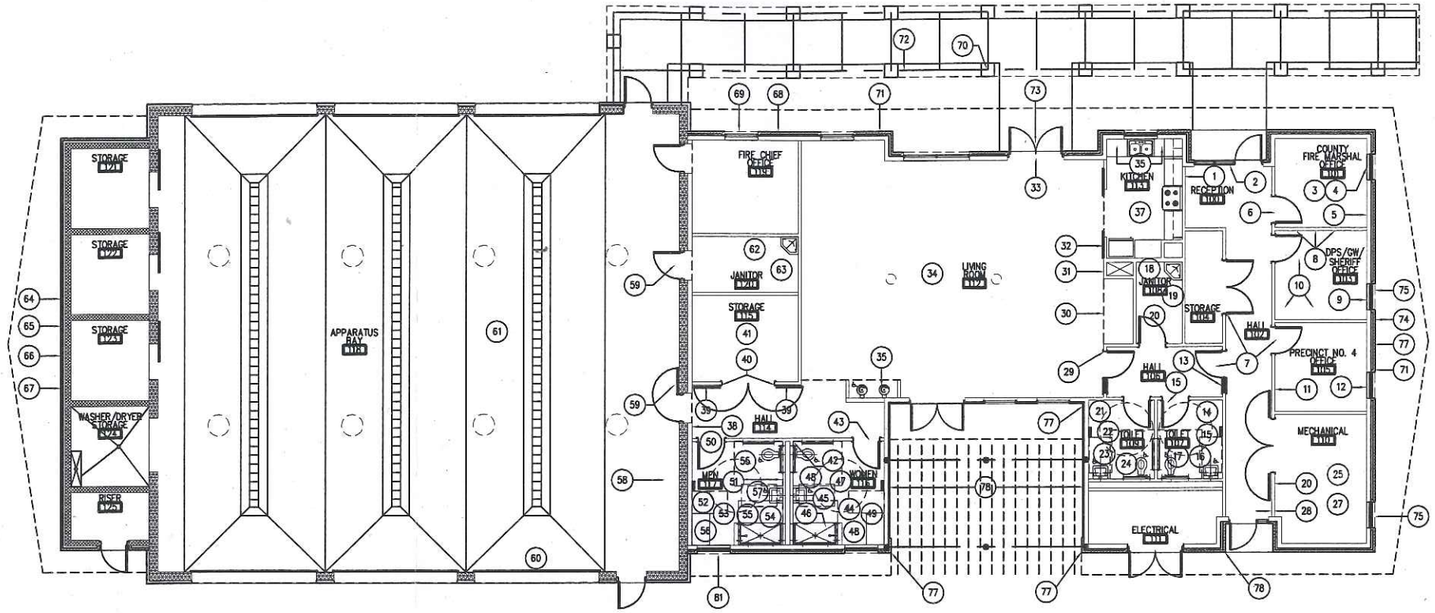
113 Kitchen
36. Install counter top
37. Install ceiling grid angle at all intersections to cabinets

114 Hall
38. Refinish tape float texture paint
39. Install door stops – General Note

115 Storage (I T)
40. Install missing screws at piano hinges – General Notes
41. Replace cracked ceiling tile

116 Women
42. Refinish crack at top of wall
43. Resilient floor to ceramic mosaic floor transition not level. Correct to level and seal gap with manufacturer's approved ceramic tile expansion joint sealant.
44. Correct ceramic mosaic tile floor to ceramic tile wall not properly grouted or cleaned.
45. Replace ceramic wall tiles used as Ceramic tile coved bases
46. Clean ceramic tile walls and remove stained grout from ceramic mosaic tile floor
47. Add TA-12 shower curtains rod and hooks spec section 10800- page 4
48. Correct ceramic tile floor at drains
49. Install dressing benches

117 Men
50. Resilient floor to ceramic mosaic floor transition not level. Correct to level and seal gap with manufacturer's approved ceramic tile expansion joint sealant.
51. Ceramic mosaic tile floor to ceramic tile wall not properly grouted or cleaned.
52. Replace ceramic wall tiles used as Ceramic tile coved bases
53. Clean ceramic tile walls and remove stained grout from ceramic mosaic tile floor
54. Add TA-12 shower curtains rod and hooks spec section 10800- page 4
55. Correct ceramic tile floor at drains
56. Install dressing benches
57. Paper towel dispenser mounting clips are exposed and should be corrected.



1 FLOOR PLAN
SCALE: 1/8"=1'-0"

118 Apparatus Bay
58. Grout honeycomb concrete at slabs
59. Install door stops
60. One of six overhead doors is work. Correct others.
61. Clean and seal concrete floor

119 Fire Chief Office

120 Janitor
62. Add mop and broom holders TA-8 spec section 10800- page 4
63. Seal terrazzo sink to wall

121 Storage

122 Storage

123 Storage

124 Washer/Dryer Storage

125 Riser

Exterior

West Elevation
64. Refer to previously issued Field Reports for pending items not corrected
65. Remove red paint for cement board siding
66. At top of walls seal all gaps between brick and soffit
67. At brick to cement board siding sill, seal all gaps

North Elevation
68. At top of walls seal all gaps between brick and soffit – General Note
69. At all brick ledge conditions under window siding wall remove all exposed copper fabric flashing and clean concrete.– General Note
70. Paint on galvanized steel is peeling off. Very galvanized primer was used, if not remove all paint to install paint properly –General Note
71. Replace all square downspouts to be round. At bottom of downspout extend angle opening to fall within recessed area of splashblock – General Note– Refer to previously issued Field Reports
72. At sidewalk boxes replace rivets is galvanized screws countersunk
73. Install door felt and gaps between doors

East Elevation
74. Replace deteriorated brick at fourth course middle of wall
75. At all brick ledge conditions under window siding wall remove all exposed copper fabric flashing and clean concrete.
76. At brick to cement board siding sill, seal all gaps
77. At top of walls seal all gaps between brick and soffit – General Note

South elevation
78. Install door stop
79. Remove and install dislodged bricks –General Note
80. Seal open area above the steel beam
81. At all brick ledge conditions under window siding wall remove all exposed copper fabric flashing and clean concrete.

Covered parking
82. Seal all concrete chapes
83. Paint on galvanized steel is peeling off. Verify galvanized primer was used, if not remove all paint to install paint properly –General Note
84. At brick to cement board siding sill, seal all gaps

PROJECT #: 201310
DATE: 02/27/14
DRAWN BY:
CHECKED BY: H.R.G.
REVISION:
1:
2:
3:
4:

LINN – SAN MANUEL
EMERGENCY SERVICES FACILITY
PRECINCT NO. 4

PROJECT : LINN-SAN MANUEL, TEXAS
OWNER : HIDALGO COUNTY

HECTOR R. GARCIA 13962
LICENSE EXPIRES 03/31/2014

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Mata & Garcia
ARCHITECTS L.L.P
architecture | project management | interior design
Fernando Mata A.I.A., Partner
Hector Rene Garcia R.A., Partner
1314 West Ivy Avenue McAllen, Texas 78501
Tel : (956) 631-1515 Fax : (956) 631-1588

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SHEET: 4.1

AI-50730 **Purchasing Department** **18. E. 1.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance an approval of an Amendment between Tyler Technologies, Inc. and Hidalgo County under the current Maintenance and Support Service Agreement to continue agreement between both parties after the discontinuation of agreement with Texas Conference of Urban Counties.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1302-412-00-200-009-0-761

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

BUDGETARY IMPACT:

PO 631083

Attachments

Legal Review

Amendment

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/31/2015 03:40 PM
Budget & Management	Debbie Tamez	07/31/2015 03:45 PM
Glinda Pacheco	Glinda Pacheco	07/31/2015 04:19 PM
Auditor's Office	Monica Badillo	07/31/2015 06:17 PM
Form Started By: Rocio Villarreal		Started On: 07/31/2015 11:55 AM
Final Approval Date: 07/31/2015		

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

Fwd: Hidalgo County: Tyler/CUC Contract Expiration for 2016

From : Renan Ramirez <renan.ramirez@co.hidalgo.tx.us> Wed, Jul 29, 2015 11:12 AM
Subject : Fwd: Hidalgo County: Tyler/CUC Contract Expiration for 2016 2 attachments
To : Martha Salazar <martha.salazar@co.hidalgo.tx.us>

FYI

Renán Ramirez
Chief Information Officer
County of Hidalgo, Texas
956-289-7444

From: "Josephine L. Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
To: "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>
Cc: "Valde Guerra" <valde.guerra@co.hidalgo.tx.us>, "Phil Veale" <phillip.veale@co.hidalgo.tx.us>, "victor garza" <victor.garza@da.co.hidalgo.tx.us>
Sent: Monday, July 20, 2015 11:26:55 AM
Subject: RE: Hidalgo County: Tyler/CUC Contract Expiration for 2016

Renan,
I have reviewed the Amendment provided as to the County's Agreement with Tyler and approve as to the form of the agreement.

Thank you,

Josephine Ramirez Solis
Assistant Criminal District Attorney
Chief - Civil Division
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****
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****

From: Renan Ramirez [mailto:renan.ramirez@co.hidalgo.tx.us]
Sent: Thursday, July 09, 2015 2:54 PM
To: Josie Ramirez
Cc: Valde Guerra; Phil Veale
Subject: Fwd: Hidalgo County: Tyler/CUC Contract Expiration for 2016

Josie,

This will be the last year that Hidalgo County will be participating in the Council of Urban Counties Tech Share program. We will now be purchasing Odyssey related services directly through Tyler Technologies. Tyler has requested that we enter into the attached agreement. I would like to request your office's assistant in reviewing and placing the item through Commissioner's Court.

I thank you for your time and attention to this matter.

Renán Ramirez
Chief Information Officer
County of Hidalgo, Texas
956-289-7444

From: "Kevin Issitt" <Kevin.Issitt@tylertech.com>
To: "Renan ramirez" <Renan.ramirez@co.hidalgo.tx.us>
Sent: Monday, July 6, 2015 3:26:21 PM
Subject: FW: Hidalgo County: Tyler/CUC Contract Expiration and Continuous Improvement Package Options for 2016

Renan,

I just wanted to follow-up and remind you that we'd like a signed copy of the CUC Disengagement Amendment signed and returned by the end of July. If you'd like to participate in the Continuous Improvement Program in 2016, that agreement is also due at the end of July.

Please let me know if you have any questions or need anything from me to assist with this request.

Thank you,

Kevin

Kevin Issitt
Client Executive
Tyler Technologies, Inc.

P: 972.713.3770 ext: 113601
C: 972.832.1272
www.tylertech.com



Find answers. Get Connected. Join the Discussion.

From: Issitt, Kevin
Sent: Tuesday, May 19, 2015 1:39 PM
To: renan.ramirez@co.hidalgo.tx.us
Cc: Phillip Veale
Subject: Hidalgo County: Tyler/CUC Contract Expiration and Continuous Improvement Package Options for 2016

Renan,

The contract between Tyler Technologies and the Conference of Urban Counties (CUC) will expire at the end of 2015. As discussed at Executive Forum, I've attached an amendment to your Odyssey contract that modifies the billing terms to allow Tyler to directly invoice your County for Odyssey maintenance.

Additionally, beginning in FY2016, Tyler Technologies is very excited to launch the Continuous Improvement Program. This

program is packed full of webinar-based training sessions, 1:1 consulting hours, and days that can be used towards on-site visits to assist your office in advancing their electronic maturity. The following table outlines the available packages.

Option #	Webinar-based Training	1:1 Consulting	On-Site Implementation	Price
1	250+ Courses	40 Hours	15 Days	$34,750
2	250+ Courses	25 Hours	10 Days	$27,500
3	250+ Courses	15 Hours	5 Days	$20,250

If your office would like to participate in the Continuous Improvement Program, please review the attached agreement, select your package option and returned a signed copy to me.

In order to allow time for processing, I ask that you return your maintenance amendment and the Continuous Improvement Program agreement (if participating) to me by **July 30, 2015**.

We appreciate your business and please contact me if you have any additional questions.

Respectfully,

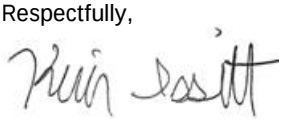




image001.png
10 KB



image002.jpg
2 KB

AMENDMENT

This amendment ("Amendment") is made this _____ day of _____ 2015 by and between Tyler Technologies, Inc. ("Tyler") and Hidalgo County, Texas ("End User").

WHEREAS, Tyler and the End User are parties to a certain Revised End User License Agreement and Professional Services Agreement dated December 21, 2009 ("Agreement"); and

WHEREAS, End User was party to an agreement with the CUC whereby End User was authorized to enter into the Agreement with Tyler; and

WHEREAS, End User has discontinued its agreement with the CUC; and

WHEREAS, End User desires to continue to use the Licensed Software under the same terms and conditions as provided in the Agreement and to remove references to, and involvement with, the CUC therein;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and End User agree as follows:

1. Maintenance and Support Services Agreement, Section 7.2 (a) of the Agreement is hereby deleted in its entirety and replaced with the following as of the effective date of this Amendment:

   "7.2 (a) Tyler shall send invoices to End User annually in advance for the Maintenance and Support Fees due hereunder prior to the commencement of any renewal of the Maintenance and Support Term and End User shall remit payment thereof directly to Tyler."

2. For purposes of the Agreement and this Amendment, the parties understand and agree that End User's termination of its agreement with the CUC is not intended, and shall not be deemed, to result in a termination of the Agreement. The parties further expressly agree that because the Agreement was appropriately and validly entered into while the CUC purchasing agreements were in place, it shall continue as a direct relationship between Tyler and End User surviving termination of the CUC purchasing agreement.

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc. Courts & Justice Division	Hidalgo County, Texas
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

AI-50671 **Purchasing Department** **18. F. 1.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval of an Amendment [clarification] of current lease agreement between Hidalgo County and Linebarger Goggan Blair & Sampson, LLC for the rental of office space at the HC Tax Office Building in Elsa, Tx as to the effective date of lease and allocation of rental payments already received to coincide with occupancy of said space.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Revenue generating project. HC has already received at least rental payments as detailed in Treasurer receipts attached.

Attachments

Lease Information
Check Receipts
amendment

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/30/2015 02:41 PM
Budget & Management	Debbie Tamez	07/30/2015 03:27 PM
Auditor's Office	Monica Badillo	07/31/2015 06:17 PM

Form Started By: Marty Salazar Started On: 07/29/2015 03:13 PM

Final Approval Date: 07/31/2015

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT
C-15-105-04-28

THIS LEASE AGREEMENT is made and entered into effective as of the **28th** day of **April, 2015**, by and between **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP**, a **"firm"** referred to in this Lease as Lessee, and **THE COUNTY OF HIDALGO, TEXAS**, referred to in this Lease as Lessor.

WHEREAS, Lessee responded to advertised notices for bids for "Lease of Office Space to Interested Parties of HC Owned Bldg in the Edcouch Elsa Area**" (the "Notice of Bid");** and

WHEREAS, Lessee submitted a bid in response to the Notice of Bid in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Lessee's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, Lessor owns that certain real property described on Exhibit "A-1," (the "Building") attached hereto and incorporated herein for all purposes (the "Building"); and

WHEREAS, Lessee desires to lease from Lessor that certain portion of the Building more particularly described in Exhibit A-2 attached hereto and incorporated herein for all purposes in accordance with the terms and conditions of this Lease Agreement.

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby demise and lease to Lessee, and Lessee does hereby lease from Lessor, the premises more fully described as follows: that certain area depicted and delineated in attached Exhibit "A-2," said area comprising approximately 168 square feet and being located within the improvements known as the Hidalgo County Tax Office Sub-Station (the "Leased Premises"). Lessee may occupy Lease Premises on the terms and conditions herein Monday through Friday with hours to be from 7:00 A.M.-6:00 P.M., except for recognized County Holidays as may be adopted from time to time by the Hidalgo County Commissioner's Court in its Holiday Schedule. These premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM AND OPTION TO RENEW

Beginning of Term

1.1 The lease term will begin on the first day of the month of **May, 2015.**.

Lessor may terminate this Lease without cause on thirty (30) days written notice to Lessee.

Payment of Rent

2.2 All rent due under this Article shall be paid by Lessee to Lessor at the following address: County of Hidalgo, Attention: Norma G. Garcia, County Treasurer, 2810 S. Business 281, Edinburg, Texas 78539, or at such other address as Lessor may hereafter designate in writing.

Taxes

2.3 To the extent the Leased Premises is assessed for ad valorem taxation purposes, Lessee is responsible for rendering and paying all real estate taxes on the Leased Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the Premises for office space in furtherance of Lessee's purposes.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the Premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

Lessor's and Lessee's Duties to Repair and Maintain

4.1 So long as Lessee is not in default under this Lease, Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and the structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof, plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make all other repairs of the Leased Premises including those repairs occasioned by Lessee's negligent use of the Leased Premises. Furthermore, Lessee shall be responsible for providing general janitorial service of the Leased Premises. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licensees or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease Agreement or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease Agreement to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

14.13 will be added after 14.12 to the lease as identified in the amendment.

IN WITNESS WHEREOF, the undersigned execute this Lease Agreement as of the day and year first above written.

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, L.L.P

By: _____
Stephen L. Crain

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LESSOR:

THE COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 4-28-15 RO

LESSEE:

By: Lucy G. Canales
Printed Name: Lucy G. Canales
Title: Partner

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 186604

Received From: LINEBARGER,GOGGAN, BLAIR & SAMPSON, LLP Date 05/15/15

1	314290	(MAY) FIRST & LAST MONTHS RENT	5-1100-362-10-000-000-0-000	1,401.12

Total: **1,401.12**

Check Total	1,401.12
Cash Total	.00
Credit Total	.00
Other Total	.00

OUR REF. NUMBER	YOUR INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN	NET CHECK AMOUNT
46569	rent First + last months rent (May)	5/7/2015	1,401.12	1,401.12	0.00	1,401.12

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

314290

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
P.O. BOX 17428
AUSTIN, TEXAS 78760
(512) 447-6675

FROST NATIONAL BANK
San Antonio, Texas
30-9/1140

VOID AFTER 90 DAYS

CHECK DATE	CONTROL NUMBER	AMOUNT
5/7/2015	314290	$******1,401.12

AY One Thousand Four Hundred One and 12/100---------- Dollars

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

) THE RDER OF COUNTY OF HIDALGO
ATTN: NORMA GARCIA, CO TREASURER
2810 S. BUSINESS 281
EDINBURG, TX 78539

MP

AUTHORIZED SIGNATURE

MP

SAFEGUARD SECURES

MP

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT.

⑈314290⑈ ⑆114000093⑆ 01 0411574⑈

5-1100-362-10-000-000-0-000

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 186808

Received From: LINEBARGER, GOGGAN, BLAIR & SAMPSON, LLP Date 05/21/15

1	314291	JUNE RENT	5-1100-362-10-000-000-0-000	700.56

Total: 700.56

Check Total	700.56
Cash Total	.00
Credit Total	.00
Other Total	.00

LINEBARGER GDGGAN BLAIR & SAMPSON, LLP

314291

OUR REF. NUMBER	YOUR INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN	NET CHECK AMOUNT
46571	June rent	5/13/2015	700.56	700.56	0.00	700.56

5.1100.362.10.000.000.0.000

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
P.O. BOX 17428
AUSTIN, TEXAS 78760
(512) 447-6675

FROST NATIONAL BANK
San Antonio, Texas
30-9/1140

314291

VOID AFTER 90 DAYS

CHECK DATE	CONTROL NUMBER	AMOUNT
5/7/2015	314291	$********700.56

Security Features Included Details on back

AY Seven Hundred and 56/100---------- Dollars

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

THE ORDER OF
COUNTY OF HIDALGO
ATTN: NORMA GARCIA, CO TREASURER
2810 S. BUSINESS 281
EDINBURG, TX 78539

MP MP MP

AUTHORIZED SIGNATURE

SAFEGUARD SECURE SAFEGUARD SECURE

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⑈314291⑈ ⑆114000093⑆ 01 041157⑈

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 187783

Received From: LINEBARGER GOGGAN BLAIR & SAMPSON,LLP Date 06/19/15

1	315558	07/2015	RENT PAYMENT	5-1100-362-10-000-000-0-000	700.56

Total: 700.56

Check Total	700.56
Cash Total	.00
Credit Total	.00
Other Total	.00

315558

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

OUR REF. NUMBER	YOUR INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN	NET CHECK AMOUNT
448388	July	6/13/2015	700.56	700.56	0.00	700.56

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

315558

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
P.O. BOX 17428
AUSTIN, TEXAS 78760
(512) 447-6675

FROST NATIONAL BANK
San Antonio, Texas
30-9/1140

VOID AFTER 90 DAYS

CHECK DATE	CONTROL NUMBER	AMOUNT
6/1/2015	315558	$********700.56

Details on back

Security Features Included

PAY Seven Hundred and 56/100---------- Dollars

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

MP

MP

AUTHORIZED SIGNATURE

SAFEGUARD SECURE

TO THE ORDER OF
COUNTY OF HIDALGO
ATTN: NORMA GARCIA, CO TREASURER
2810 S. BUSINESS 281
EDINBURG, TX 78539

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT

⑈315558⑈ ⑆114000093⑆ 01 041574⑈

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

FIRST AMENDMENT TO LEASE AGREEMENT
#C-15-105-04-28

This **AMENDMENT** to the **LEASE** is made this **4th day** of **August of 2015** by and between **HIDALGO COUNTY, TEXAS** (the "Lessor") and **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** (the "Lessee").

WHEREAS, on April 28, 2015, Hidalgo County (the "Lessor") entered into a Lease Agreement ("Lease Agreement") with Linebarger Goggan Blair & Sampson, LLP, in which the Lessee would rent certain premises from the Lessor as described in the Agreement;

WHEREAS, the Leased Premises were not available for occupancy on the commencement date specified in the Lease Agreement however Lessee although unable to occupy the Leased Premises paid the rental to Lessor; and

WHEREAS, the parties have now determined to amend the Lease as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions of this First Amendment to Lease Agreement, both parties hereby agree to the following amendments to the Lease Agreement:

1. Article 1.1 shall be deleted in its entirety and the following substituted in lieu thereof:

   The lease term shall begin on the first day of the Month of May 2015 or on such later date as the Leased Premises are already for occupancy . Any rental paid by Lessee prior to occupancy of the Leased Premises shall be credited to rental due for the month(s) at the end of the initial term of the Lease.

2. The following sentence shall be added to Article 2.2:

   A copy of each rental payment shall be submitted by Lessee to the Hidalgo County Department of Budget & Management, Attn: Sergio Cruz, Budget Officer at 2818 S. Business 281, Edinburg, Texas 78539.

3. Article 14.13 shall be added to the Lease to read as follows:

   Lessor may terminate the Lease without cause on thirty (30) days written notice to Lessee.

4. Except as modified herein, all terms and conditions of the Lease Agreement, as amended, remain in full force and effect. Lessor and Lessee ratify and confirm the terms and provisions of the Lease Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

LESSOR: HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

LESSEE:

_____
Linebarger Goggan Blair & Sampson, LLP

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By:_____
Stephen L. Crain

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Draft Amendment to Lease Agreement with Linebarger Goggan Blair & Sampson

From : Steve Crain <scrain@atlashall.com> Thu, Jul 30, 2015 01:55 PM
Subject : RE: Draft Amendment to Lease Agreement with Linebarger Goggan Blair & Sampson 1 attachment
To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

If the amendment satisfies your concerns it works for me.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, July 30, 2015 1:50 PM
To: Stephen L. Crain
Subject: Re: Draft Amendment to Lease Agreement with Linebarger Goggan Blair & Sampson

Mr. Crain;
Attached is the second revision as requested under PDF however, I've also attached the amendment in word document (redline) where you can see the revisions that have been made, if it'll help.

Thank you;

Vangie Y. Garcia, Contract Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Thursday, July 30, 2015 1:14:39 PM
Subject: FW: Draft Amendment to Lease Agreement with Linebarger Goggan Blair & Sampson

Hi Vangie:

See the attached with revisions, if you have any questions, please call our office.

Thank you,
Marynel

Stephen L. Crain & J. Joseph Vale
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502

AI-50688 **Closed Session** **19. C.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. CCD-0281-B; Electric Transmission Texas, LLC vs. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Badillo Started On: 07/30/2015 11:05 AM

Final Approval Date: 07/30/2015

AI-50651 **Closed Session** **19. D.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-6615-14-H; Jose Luis Perez v. Hidalgo County Constable Pct. 4 J.E. Eddie Guerra and Juan J. Ramos dba El Valle Warehouse

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/29/2015 02:51 PM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM

Form Started By: Monica Badillo Started On: 07/28/2015 05:23 PM

Final Approval Date: 07/31/2015

AI-50728 **Closed Session** **19. E.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Notice of Claim - Rolando Garcia

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/31/2015 01:07 PM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM

Form Started By: Monica Badillo Started On: 07/31/2015 11:40 AM

Final Approval Date: 07/31/2015

AI-50653 **Closed Session** **19. F.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Rebekah Villarreal

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/29/2015 02:51 PM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM
Form Started By: Aida Alvarez		Started On: 07/29/2015 08:12 AM
Final Approval Date: 07/31/2015		

AI-50687 **Open Session** **21. C.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. CCD-0281-B; Electric Transmission Texas, LLC vs. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Badillo Started On: 07/30/2015 11:05 AM

Final Approval Date: 07/30/2015

AI-50652 **Open Session** **21. D.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-6615-14-H; Jose Luis Perez v. Hidalgo County Constable Pct. 4 J.E. Eddie Guerra and Juan J. Ramos dba El Valle Warehouse

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/29/2015 02:51 PM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM

Form Started By: Monica Badillo Started On: 07/28/2015 05:23 PM

Final Approval Date: 07/31/2015

AI-50729 **Open Session** **21. E.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Notice of Claim - Rolando Garcia

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/31/2015 01:07 PM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM

Form Started By: Monica Badillo Started On: 07/31/2015 11:41 AM

Final Approval Date: 07/31/2015

AI-50654 **Open Session** **21. F.**

CC - REGULAR

Meeting Date: 08/04/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Rebekah Villarreal

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/29/2015 02:51 PM
Purchasing Department	Monica Badillo	07/31/2015 06:17 PM
Form Started By: Aida Alvarez		Started On: 07/29/2015 08:14 AM
Final Approval Date: 07/31/2015		