

***** PREVIEW - Statement of Grant Award (SOGA) - PREVIEW *****

The Statement of Grant Award is your official notice of award from the Governor's Homeland Security Grants Division (HSGD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Texas Government Code, Chapter 783, Uniform Grant and Contract Management; and the Texas Uniform Grant Management Standards (UGMS) that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a subrecipient, the more restrictive requirement applies. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grantee Responsibilities Memo, the Comprehensive Certifications and Assurance Form, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2996101	Award Amount:	\$175,000.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	Grantee Cash Match:	\$0.00
Grant Period:	10/01/2015 - 08/31/2016	Grantee In Kind Match:	\$0.00
Liquidation Date:	11/29/2016	Total Project Cost:	\$175,000.00
Program Fund:	BL-Local Border Security Program (LBSP)		
Grantee Name:	Hidalgo County		
Project Title:	Local Border Security Program-Sheriff's Office		
Grant Manager:	Debbie Jacaman		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2016-BP-ST-0016
Total Federal Award/State Funds Appropriated:	\$5,100,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	Grants for local law enforcement agencies to support Operation Border Star. The grant funds may also support the humane processing of remains of undocumented migrants, when specifically awarded for that purpose.

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Costs for vehicle fuel are allowable only for the hours officers are working on grant-paid overtime. Vehicle maintenance costs must be prorated to show the use of vehicles for regular law enforcement duties and the use of vehicles while officers are working grant-paid overtime patrols. Only actual vehicle expenses supported by invoiced gas, oil, and maintenance expenses may be reimbursed under this grant. Please retain all receipts and be prepared to make available upon request.	11/6/2015		<input type="checkbox"/>	<input type="checkbox"/>



GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://eGrants.gov.texas.gov> and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Subrecipient Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer HSGD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

A handwritten signature in blue ink that reads "Aimee Snoddy".

Aimee Snoddy
Director
Homeland Security Grants Division



GOVERNOR GREG ABBOTT

To: HSGD Grant Recipient
From: Aimee Snoddy, Director Homeland Security Grants Division
Contact: (512) 463-1919
Reference: Subrecipient Responsibilities

Congratulations on your grant award from Governor Greg Abbott's Homeland Security Grants Division (HSGD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at <https://eGrants.gov.texas.gov>.

SECTION I: APPLICABLE TO ALL HSGD SUBRECIPIENTS

Requirements for Grants - Subrecipients shall comply with all applicable federal, state, and local laws and regulations applicable to this Grant including but not limited those noted as standard Comprehensive Certifications and Assurances (See Attachment A); 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Texas Government Code, Chapter 783, Uniform Grant and Contract Management; and the Texas Uniform Grants Management Standards (UGMS) available at <http://www.window.state.tx.us/procurement/catrad/ugms.pdf>. HSGD reserves the right to add additional responsibilities and requirements, with or without advance notice to subrecipients.

Performance Standards – The subrecipient shall perform all activities entered into eGrants which are approved by HSGD. In the event the subrecipient fails to implement the activities approved by HSGD or comply with any provision of this Grant, the subrecipient may be liable to HSGD for an amount not to exceed the award amount and may be prohibited from applying for or receiving additional funds for other grant programs administered by the Governor's Office until repayment to HSGD is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant.

Performance Period - The performance period for this Grant is listed on the Statement of Grant Award. All goods must be obligated and all services must be received within the performance period. HSGD will not be obligated to reimburse expenses incurred after the performance period.

Liquidation Period - The liquidation date is 90 calendar days after the grant end date, unless otherwise noted in the original grant award or a grant adjustment. Funds **not** obligated by the end of the grant period and **not** expended by the liquidation date will revert to HSGD.

Financial Reporting – Financial Status Reports must be submitted to HSGD via eGrants. Financial status reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter regardless of when the Grant was awarded. Due dates are:

April 22 (January-March quarter)
 July 22 (April-June quarter)
 October 22 (July-September quarter)
 January 22 (October-December quarter)

The final Financial Status Report must be submitted to HSGD on or before the grant liquidation date or funds will lapse and HSGD will provide them as grants to others who need the funding.

Close Out – HSGD will close-out the grant award when it determines that all applicable administrative actions and all required work of the Grant have been completed by the subrecipient.

- The subrecipient must submit all financial, performance, and other reports as required by the terms and conditions of the grant award. Submission of the final Financial Status Report will initiate grant close out with HSGD.
- The subrecipient must promptly refund any balances of unobligated cash that the HSGD paid in advance or paid and that are not authorized to be retained by the subrecipient for use in other projects.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports or through Advance Payment Requests. Upon HSGD approval of the Financial Status Report or Advance Payment Request, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income (GPI) – Any income generated as a direct result of the grant activities must be reported to HSGD through the Financial Status Report and grant adjustment processes. Program income must be used to offset project costs unless prior approval is granted allowing a supplement to project costs. Program income must be expended prior to seeking payments from HSGD and must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by HSGD.

Project Changes – Subrecipients may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Property Management and Inventory - Equipment purchased with grant funds must be used for the purpose of the Grant and as approved by HSGD. An inventory report must be kept on file

containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

- At least every two (2) years, subrecipients must take a physical inventory and reconcile the results with property records.
- Subrecipients must maintain property/inventory records which, at minimum, 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.
- Subrecipients must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.
- The subrecipient must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 C.F.R. 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the subrecipient, according to the requirements listed herein, and provided to HSGD upon request, if applicable.
- When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA or HSGD, you must make proper disposition of the equipment pursuant to 2 C.F.R. 200.313 and/or the Uniform Grant Management Standards (UGMS), as applicable.

Fidelity Bond – Each nonprofit corporation receiving funds from HSGD must obtain and have on file a blanket fidelity bond that indemnifies HSGD against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the HSGD grant period.

Required Notifications – Subrecipients must immediately notify HSGD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Subrecipients must notify the local prosecutor's office of any possible criminal violations. Subrecipients must immediately notify HSGD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the subrecipient must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to HSGD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a subrecipient based on race, color, national origin, sex, age, or handicap, the subrecipient agrees to immediately forward a copy of the judgment or order to HSGD.

Project Effectiveness – Subrecipients should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Subrecipients must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Subrecipients must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by HSGD, or its designee. To remain eligible for funding, the subrecipient must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Subrecipients must readily make available to the Governor's Office or its agents all requested records. The Governor's Office may make unannounced monitoring visits at any time. The subrecipient must make every effort to resolve all issues, findings, or actions identified within the time frame specified by the Governor's Office.

For Fiscal Years Beginning Before December 26, 2014 Subrecipients expending over \$500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at <http://www.whitehouse.gov/omb/circulars/index.html> and the State Single Audit Circular issued under UGMS at <http://www.window.state.tx.us/procurement/catrad/ugms.pdf>. Subrecipients must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the subrecipient receives the audit results or nine months after the end of the audit period, whichever is earlier.

For Fiscal Years Beginning On or After December 26, 2014 Subrecipients expending over \$750,000 in state or federal grant funds during the fiscal year are subject to 2 CFR, Part 200, Subpart F – Audit Requirements http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl and the State Single Audit Circular issued under UGMS at <http://www.window.state.tx.us/procurement/catrad/ugms.pdf>. Subrecipients must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with 2 CFR, Part 200, Subpart F – Audit Requirements or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the Subrecipient receives the audit results or nine months after the end of the audit period, whichever is earlier

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the Grant, and civil or criminal penalties. Refer to the Guide to Grants at <https://eGrants.gov.texas.gov/updates.aspx> for additional information on supplanting.

Conflict of Interest – Subrecipients should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Subrecipients must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods.

- When contractual or equipment procurement is anticipated to be in excess of \$150,000, subrecipients must submit a Procurement Questionnaire <https://eGrants.gov.texas.gov/updates.aspx> to HSGD for approval prior to procurement. Subrecipients must ensure these contracts address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- When contractual or equipment procurement is anticipated to be in excess of \$10,000, subrecipients must address termination for cause and for convenience by the subrecipient including the manner by which it will be effected and the basis for settlement.
- Prior to contracting with any vendor or subawardee using funds awarded under this Grant, subrecipients must 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/>.

Travel – Subrecipients must follow their established policies and good fiscal stewardship related to travel expenses. If the subrecipient does not have established policies regarding in-state and out-of-state travel, the subrecipient must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from HSGD must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.

Criminal History Reporting - Entities receiving funds from HSGD must comply with all requirements outlined in the Texas Code of Criminal Procedure, Ch. 60, related to maintaining and reporting criminal history records.

Limited English Proficiency – Subrecipients must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at <http://www.lep.gov>.

Law Enforcement Programs – Law enforcement programs receiving funds from HSGD must be in compliance with all rules developed by the Texas Commission on Law Enforcement.

Automated License Plate Readers - Subrecipients requesting funds for Automated License Plate Readers (ALPR) must have a written policy regarding use of the ALPR and related data

retention. Subrecipients also must enter into a User Agreement with the Texas Department of Public Safety (DPS), Crime Records Division to gain access to the Texas Automated License Plate Reader (LPR) Database so that data may be shared among all participating local, state, and federal agencies. DPS Crime Records Division will provide written certification of your jurisdiction's participation upon request. Please provide HSGD with a copy of the certification received from DPS Crime Records Division.

28 C.F.R. Part 23 Guidance - Any information technology system funded or supported by these funds must comply with 28 C.F.R. Part 23, *Criminal Intelligence Systems Operating Policies*.

National Information Exchange Model (NIEM) – Subrecipients must use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language (XML) when using HSGP funds to develop, procure, or implement homeland security information exchanges including systems and databases. Further information about NIEM specifications and guidelines is available at <http://www.niem.gov>.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the HSGD approved budget, the subrecipient agency has an overtime policy approved by its governing body, and both grant-paid and non-grant paid personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of a subrecipient agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. Overtime payments issued outside of these guidelines are the responsibility of the subrecipient agency.

Cancellation for Awards - Subrecipients must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the subrecipient must report by letter to HSGD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the subrecipient must submit a second statement to HSGD explaining the implementation delay. Upon receipt of the 90-day letter, HSGD may cancel the project and redistribute the funds to other project areas. HSGD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Subrecipients must immediately notify and provide a copy to HSGD of any Public Information Request received by the agency related to this Grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant funds may not be used to influence the payment, loan, or gift to a person or political organization for a political purpose, or to influence the passage or defeat of legislation.
- Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.
- Subrecipients must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Retention and Accessibility of Records - Subrecipients must maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant 2 CFR 200.333, UGMS, and this Grant.

- Subrecipients must retain these records and any supporting documentation for a minimum of seven (7) 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 related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
- DHS or HSGD may direct a subrecipient to retain documents for longer periods of time or to transfer certain records to DHS or HSGD custody when DHS or HSGD determines that the records possess long term retention value.
- Subrecipients must give the DHS, the Comptroller General of the United States, the Texas State Auditor's Office, HSGD, or any of their duly authorized representatives,

access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by subrecipient pertaining to this Grant including records concerning the past use of grant funds. Such rights to access shall continue as long as the records are maintained.

- Subrecipients must include the substance of this Section in all subcontracts.
- Subrecipients must 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.

SECTION II: APPLICABLE TO ALL FEDERALLY FUNDED SUBRECIPIENTS

Federal Notice of Funding Opportunity - All allocations and use of funds under this Grant shall be in accordance with the applicable federal Notice of Funding Opportunity (NOFO) for the Federal Grant Title specified on this Grant.

Acknowledgement of Federal Funding from DHS – All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing project programs funded in whole or in part with Federal funds from the U.S. Department of Homeland Security (DHS).

Emergency Management Plan - During the performance period of this Grant, subrecipients must maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or 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 subrecipient’s plan, the subrecipient shall correct deficiencies within 60 calendar days of receiving notice of such deficiencies from TDEM.

Mutual Aid Agreement – During the performance period of this Grant the subrecipient must participate in a legally-adopted county and/or regional mutual aid agreement.

National Incident Management System (NIMS) – During the performance period of this Grant, the subrecipient must implement the NIMS in a manner consistent with the NIMS Implementation Objectives outlined by FEMA at <http://www.fema.gov/national-incident-management-system>.

Texas Regional Response Network (TRRN) – Subrecipients must be registered users of the TRRN (or other response asset inventory management system specified by HSGD) and shall enter any deployable equipment with a cost of \$5,000 or more, purchased with Homeland Security Grant funds into the TRRN (<https://www.trrn.state.tx.us>).

Environmental and Historical Review – Subrecipients must assess federally funded projects for potential impact to environmental resources and historic properties and submit any required screening form(s) as soon as possible within the deadlines established by HSGD. 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.

Subrecipients must include sufficient review time 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 HSGD will not authorize or release grant funds for non-compliant projects.

- As soon as possible upon receiving this Grant, the subrecipient must provide information to HSGD 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 HSGD 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. Subrecipients must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances. See FEMA Information Bulletin 329.
- Subrecipients 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. Subrecipients must 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. The subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered the subrecipient must immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Management and Administration - If this Grant includes funds for management and administration (M&A), the subrecipient must comply with all applicable requirements and limitations with respect to M&A. The subrecipient's M&A shall not exceed 5% of their total project(s).

Personnel Cap - Up to fifty percent (50%) of all federal Homeland Security Grant Program (HSGP) awards 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. Subrecipients 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 HSGD at eGrants@gov.texas.gov. Requests for waivers shall be submitted on official subrecipient letterhead and be signed by the subrecipient's authorized official. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.

SECTION III: APPLICABLE TO FEDERALLY FUNDED OPSG SUBRECIPIENTS:

Subrecipients receiving Operation Stonegarden (OPSG) funds are 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/OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to HSGD and CBP/BP HQ in Washington, D.C.

- Subrecipients shall develop and submit required operational documents through the border area's Integrated Planning Team.
- Subrecipients 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 the grant performance period.
- Subrecipients intending to spend more than 50 percent of their award on overtime over the course of the performance period, must submit an overtime waiver request through the Integrated Planning Team.
- Subrecipients shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.
- Subrecipients shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and HSGD has issued an Award or Grant Adjustment Notice (GAN) to the jurisdiction.

SECTION IV: REMEDIES FOR NON-COMPLIANCE

If any subrecipient 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, HSGD may take one or more of the following actions, as appropriate in the circumstances:

- Temporarily withhold cash payments pending correction of the deficiency or more severe enforcement action by HSGD;
- Disallow or deny use of funds for all or part of the cost of the activity or action not in compliance;
- Wholly or partially suspend or terminate this Grant;
- Withhold further awards; or
- Take other remedies that may be legally available.

Subrecipient costs resulting from obligations incurred during a suspension or after termination of this Grant are not allowable unless HSGD expressly authorizes them in the notice of suspension or termination or subsequently.

COMPREHENSIVE CERTIFICATION AND ASSURANCES

The applicant must assure and certify compliance with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR 200; the Uniform Grant Management Standards (UGMS); and Title 1, Part 1, Chapter 3 of the Texas Administrative Code, that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a subrecipient, the more restrictive requirement applies. By accepting the grant award in eGrants, the subrecipient certifies and assures that it complies and will continue to comply with the following:

1. **LEGAL AUTHORITY** - It possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.
2. **DISPLACED PERSONS** - It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions (42 USC §§ 4601 - 4655) which provide for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
3. **POLITICAL ACTIVITY** – It will comply with provisions of Federal law which limit certain political activities of employees of State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC § 1501, et seq.)
4. **FAIR LABOR STANDARDS ACT** - It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 USC §§ 201 - 219) if applicable.
5. **CONFLICT OF INTEREST** - It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. It will comply with Texas Government Code, Section 572, Employment of Former State Officer or Employee of State Agency.
6. **COMPLIANCE REVIEW OR INVESTIGATIONS** – It will cooperate with any compliance review or complaint investigation conducted by the Federal sponsoring agency or the Office of the Governor.
7. **EXAMINATION OF RECORDS** - It will give the sponsoring agency, the Office of the Governor, the State Auditor's Office, or the Comptroller General, through any authorized representative, access to and the right to audit, examine and copy all records, books, papers, or documents related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through subrecipient and the requirement to cooperate is included in any subcontract it awards related to this grant.
8. **REPORTING** – It will submit timely, complete, and accurate reports to the Federal sponsoring agency or Office of the Governor and maintain appropriate backup documentation to support the reports.
9. **COMPLIANCE WITH REQUIREMENTS** - It will comply with all requirements imposed by the Federal sponsoring agency, the Office of the Governor, or the Comptroller General, concerning special requirements of law, program requirements, special reporting, data collection, evaluation requirements, and other administrative requirements.
10. **EPA VIOLATING FACILITIES** - It will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of the project, are not listed in the Environmental Protection Agency's (EPAs) 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.
11. **FLOOD INSURANCE** - It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (50 USC § 4001), which states that, on or after March 2, 1975, communities must purchase flood insurance, where such insurance is available in those communities. This requirement is a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
12. **HISTORIC PRESERVATION** - It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 (16 USC § 470), Executive Order 11593 (identification and protection of historic properties), Archeological and Historical Preservation Act of 1974 (16 USC § 469a-1, et seq.), by (a) consulting with the State Historic Preservation Officer (SHPO) on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
13. **NATIONAL ENVIRONMENTAL POLICY ACT** – It will assist the federal grantor agency in its compliance with the National Environmental Policy Act of 1969 (P.L. 91-190, 42 USC 4321-4347, January 1, 1970, 83 Stat. 852) as amended by P.L. 94-52, July 3, 1975, 89 Stat. 258, and P.L. 94-83, August 9, 1975, 89 Stat. 424), by (a) identifying if any of the following activities will be related to the use of grant funds: (1) new construction; (2) minor renovation or remodeling of a property either listed on or eligible for listing on the National Register of Historic Places or located within a 100-year flood plain; (3) a renovation, lease or any proposed use of a building or facility that will either result in a change in its basic prior use or significantly change its size; and (4) implementation of a new program involving the use of chemicals other than chemicals that are purchased as an incidental component of a funded activity and traditionally used, for example, in office, household, recreational, or education environments; and (b) by complying with the following conditions relating to

clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories: (1) provide medical screening of personnel assigned or to be assigned by the subrecipient to the seizure or closure of clandestine methamphetamine laboratories; (2) provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories; (3) as determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment; (4) assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory; (5) utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory; (6) dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities; (7) monitor the transport, disposal, and recycling components of subsections numbered (5) and (6), immediately above, in order to ensure proper compliance; (8) have in place and/or implement any required written agreements with the Texas Department of Protective and Regulatory Services regarding the safety of any minors located at the clandestine laboratory site, the Texas Commission for Environmental Quality, and other entities deemed necessary by the State Administrative Agency.

14. **NONDISCRIMINATION –**

- A. It will comply with all State and Federal statutes relating to nondiscrimination and ensure, in accordance with federal civil rights laws, that the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- B. It will comply, and all its contractors will comply, with the nondiscrimination requirements which may include the Civil Rights Act of 1964 (42 USC § 2000d); the Civil Rights Act of 1968 (42 USC § 3601 et seq.); the Rehabilitation Act of 1973 (29 USC § 794); the Americans With Disabilities Act (ADA) of 1990 (42 USC § 12131-34); the Education Amendments of 1972 (USC §§ 1681, 1683, 1685-86); Title IX of the Education Amendments of 1972 (Equal Employment in Education Act) (20 USC § 1681 et seq.); the Age Discrimination Act of 1975 (42 USC §§ 6101-07); Titles I, II and III of the Americans with Disabilities Act; the Drug Abuse and Treatment Act of 1972 (PL 92-255); the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (PL 91-616); Sections 523 and 527 of the Public Health Service Act of 1912 (42 USC §§ 290dd-3 and 290ee-3); and 28 CFR 38 (Equal Treatment for Faith-Based Organizations); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations) and Ex. Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations).
- C. If, during the past three years, the subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the U.S. Department of Homeland Security (DHS) awarding office and the DHS Office of Civil Rights and Civil Liberties.
- D. In the event of 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 the subrecipient, or the subrecipient settles a case or matter alleging such discrimination, subrecipients must forward a copy of the complaint and findings to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

15. **LIMITED ENGLISH PROFICIENCY-** It will 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 subrecipients 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, subrecipients are 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, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient 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 subrecipient 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 <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
16. **ACTIVITIES CONDUCTED ABROAD** – It will ensure 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.
17. **PERSONALLY IDENTIFIABLE INFORMATION (PII)** – If subrecipient collects PII it will 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.
18. **COPYRIGHT** – It will affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, 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.)
19. **DEBARMENT AND SUSPENSION** – It will comply with Executive Orders 12549 and 12689 that requires “a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties

- declared ineligible under statutory or regulatory authority other than Executive Order 12549. The subrecipient certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.
20. **DUPLICATION OF BENEFITS** – It will comply with 2 CFR 200.405, which provides that any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.
 21. **ENERGY POLICY AND CONSERVATION ACT** – It will comply with the requirements of 42 USC § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this act.
 22. **FALSE CLAIMS ACT AND PROGRAM FRAUD CIVIL REMEDIES** – It will comply with the requirements of 31 USC § 3729 which set forth that no subrecipient of federal payments shall submit a false claim for payment. See also 38 USC § 3801-3812 which details the administrative remedies for false claims and statements made.
 23. **FEDERAL DEBT STATUS** – It is non-delinquent in its repayment of 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-424B, item number 17 for additional information and guidance.
 24. **FLY AMERICA ACT OF 1974** – It will comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 42 USC § 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 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.
 25. **HOTEL AND MOTEL FIRE SAFETY ACT OF 1990** – In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 USC § 2225a, it will 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, as amended*, 15 USC §2225.
 26. **PATENTS AND INTELLECTUAL PROPERTY RIGHTS** – Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, PL No 96-517, as amended, and codified in 35 USC § 200 et seq. It will comply with the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 CFR Part 401) and the standard patent rights clause in 37 CFR § 401.14.
 27. **PROCUREMENT OF RECOVERED MATERIALS** – It will comply with Section 6002 of the Solid Waste Disposal acts amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
 28. **SAFECOM** – If emergency communications equipment is provided under the grant, it will comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
 29. **TERRORIST FINANCING E.O. 13224** – It will comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the E.O. and laws.
 30. **TRAFFICKING VICTIMS PROTECTION ACT OF 2000** – It will 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 USC § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, *Federal Register*, Volume 72, No. 218, November 13, 2007. Full text of the award term is provided at 2 CFR § 175.15.
 31. **UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)** – It will maintain the currency of the information in the SAM until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.
 32. **USA PATRIOT ACT OF 2001** – It will 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 USC §§ 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.
 33. **USE OF DHS SEAL, LOGO AND FLAGS** – It will obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
 34. **WHISTLEBLOWER PROTECTION ACT** – It will comply with the statutory requirements for whistleblower protections (if applicable) at 10 USC 2409, 41 USC 4712, 10 USC 2324, and 41 USC 4304 and 4310.
 35. **PROTECTION OF HUMAN SUBJECTS** – It will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that subrecipients comply with applicable provisions/law for the protection of human subjects for purposes of research. It will 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 CFR 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 CFR Part 46.
36. **COASTAL BARRIERS** - It will comply with the provisions of the Coastal Barrier Resources Act (16 USC § 3501, et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
 37. **SUPPLANTING PROHIBITION** - It will use funds to supplement existing funds for program activities and may not replace (supplant) non-Federal funds that have been appropriated for the same purpose. The applicant understands that potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this Program, suspension or debarment from Federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.
 38. **TAXES** – It will comply with all State and Federal laws and are solely responsible for filing all required State and Federal tax forms.
 39. **GRANT ADMINISTRATION** - It will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant, including these standard assurances, are met.
 40. **PUBLIC INFORMATION** - It will ensure that all information collected, assembled or maintained by the applicant 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.
 41. **CHILD SUPPORT PAYMENTS** – It will comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
 42. **SUSPECTED CHILD ABUSE** - It will comply with Section 261.101 of the Texas Family Code, 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. It will also ensure that all program personnel are properly trained and aware of this requirement.
 43. **RELATIVES** - It will comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant'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.
 44. **OPEN MEETINGS** - If the applicant is a governmental entity, it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically excluded in the Texas Constitution.
 45. **HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY** - If the applicant is a health and human services agency or public safety or law enforcement agency, it will not contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
 46. **HIV/AIDS WORKPLACE GUIDELINES** – It will 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.
 47. **LAW ENFORCEMENT AGENCY** - If the applicant is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it will not expend any grant funds for this grant unless it is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.
 48. **POLITICAL POLLING PROHIBITED** – It will not subgrant to any entity or expend funds for political polling. This prohibition regarding political polling does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.
 49. **LIMITATIONS ON GRANTS TO UNITS OF LOCAL GOVERNMENT** - 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 subrecipient 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 subrecipient 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 subrecipient timely completes and files its reports.
 50. **EQUAL EMPLOYMENT OPPORTUNITY**- It will comply with the requirement that except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 51. **DAVIS-BACON ACT** – It will comply with the *Davis-Bacon Act*, as amended (40 U.S.C. 3141-3148) that states when required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by subrecipients

- must include a provision for compliance with the *Davis-Bacon Act* (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The subrecipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The subrecipient must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the *Copeland "Anti-Kickback" Act* (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The subrecipient must report all suspected or reported violations to the Federal awarding agency.
52. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** - Where applicable, it will comply with the requirement that all contracts awarded by the subrecipient in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 53. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," it will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
 54. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT** - If subrecipient receives grants in excess of \$150,000, it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 55. **TEXAS PUBLIC INFORMATION ACT; CONFIDENTIAL INFORMATION** - It acknowledges that the State, OOG, and this grant are subject to the Texas Public Information Act, Texas Government Code Chapter 552, (the "PIA"). Subrecipient acknowledges that the OOG will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. The subrecipient acknowledges that information created or exchanged in connection with this grant is subject to the PIA, and subrecipient agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to the OOG or State. The subrecipient will cooperate with OOG in the production of documents or information responsive to a request for information. Information provided by or on behalf of subrecipient under, pursuant to, or in connection with this grant that the subrecipient considers proprietary, financial, or trade secret information (collectively "Confidential Information") shall be designated as such when it is provided to OOG or State or any other entity in accordance with this grant. OOG agrees to notify subrecipient in writing within a reasonable time from receipt of a request for information covering subrecipient's Confidential Information. OOG will make a determination whether to submit a Public Information Act request to the Attorney General. The subrecipient agrees to maintain the confidentiality of information received from the OOG or State during the performance of this grant, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers. Subrecipient will notify OOG within twenty-four (24) hours of receipt of any third party requests for information that was provided to the subrecipient by the OOG or the State.
 56. **FUNDING LIMITATION** - It agrees that nothing in this grant will be interpreted to create an obligation or liability of the OOG in excess of the funds delineated in this grant. Subrecipient agrees that funding for this grant is subject to the actual receipt by the OOG of grant funds appropriated to the OOG. Subrecipient agrees that the grant funds, if any, received from the OOG may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OOG for the purpose of this grant. Subrecipient agrees that notwithstanding any other provision of this grant, if the OOG is not appropriated the funds or if the OOG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OOG for this grant program are required to be reallocated to fund other federal or state programs or purposes, the OOG is not liable to pay the subrecipient any remaining balance on this grant.
 57. **NO WAIVER OF SOVEREIGN IMMUNITY** - It agree that no provision of this grant is in any way intended to constitute a waiver by the OOG, its officers, employees, agents, or contractors or the State of Texas of any immunities from suit or from liability that the OOG or the State of Texas may have by operation of law.
 58. **INDEPENDENT CONTRACTOR STATUS** - It agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of subrecipient be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OOG or the State of Texas. Subrecipient is not a "governmental body" by virtue of receipt of grant funds under this Contract. Likewise, the persons identified by subrecipient as meeting the Created Job Target or Baseline are not state employees by virtue of this Contract. All persons furnished, used, retained, or hired by or on behalf of subrecipient or any of subrecipient's contractors shall be

considered to be solely the employees or agents of subrecipient or subrecipient's contractors. Subrecipient or subrecipient's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law. Subrecipient agrees to take such steps as may be necessary to ensure that each contractor of subrecipient will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OOG or the State of Texas. Subrecipient is responsible for all types of claims whatsoever due to actions or performance under this Contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.

59. **GOVERNING LAW; VENUE** – This Contract is made and entered into in the State of Texas. This Contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements. Except where state law establishes mandatory venue, subrecipient agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. Subrecipient hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that subrecipient is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.
60. **COMPLIANCE WITH LICENSING, PERMITTING AND REGULATORY BODIES** - Subrecipient certifies that it has obtained all licenses, certifications, permits and authorizations necessary to perform its obligations under this Contract, without costs to the OOG. Subrecipient shall comply with any applicable federal, state, county, local and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations, in connection with its obligations under this Contract. Subrecipient certifies that it currently is in good standing with all licensing, permitting or regulatory bodies that regulate any or all aspects of subrecipient's business or operations. Subrecipient agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.
61. **CHAPTER 2260 OF THE TEXAS GOVERNMENT CODE** – Subrecipient agrees the dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the Parties to attempt to resolve any claim for breach of this Contract made by subrecipient. Subrecipient's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, subrecipient shall submit written notice to the OOG's contact. Said notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. Compliance by subrecipient with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code. The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is subrecipient's sole and exclusive process for seeking a remedy for any and all alleged breaches of this Contract by the OOG if the Parties are unable to otherwise informally resolve their disputes. Compliance with the contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. Neither the execution of this Contract by OOG nor any other conduct of any representative of OOG relating to this Contract shall be considered a waiver of sovereign immunity. The submission, processing, and resolution of subrecipient's claim is governed by the OOG's published rules, if any. If no OOG rules have been published, then Title 1, Chapter 155 of the Texas Administrative Code, shall govern.
62. **INDEMNITY AND HOLD HARMLESS** - SUBRECIPIENT AGREES TO INDEMNIFY AND HOLD HARMLESS THE OOG, THE STATE OF TEXAS AND ITS EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS OR SUITS WHATSOEVER, INCLUDING ANY LITIGATION COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN SUBRECIPIENT'S PERFORMANCE UNDER THIS GRANT. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH OOG AND THE OFFICE OF THE ATTORNEY GENERAL WHEN THE OOG, THE STATE OF TEXAS OR ITS EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS AND/OR DESIGNEES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OOG AND THE OFFICE OF THE ATTORNEY GENERAL. SUBRECIPIENT AND THE OOG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIMS.
63. **DRUG-FREE WORKPLACE** – It will comply with drug-free workplace requirements in Subpart B of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).
64. **LOBBYING** – The applicant certifies that:
- It will not use grant funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior approval of the Governor's Office.
 - If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the Governor's Office to obtain the appropriate disclosure form.
 - It will comply with 31 USC § 1352, as applicable, which provides that none of the funds provided under an award may be expended by the subrecipient 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.
 - It will include the language of paragraphs A., B. and C. of this Section in the award documents for all sub-awards at all tiers and will require all subrecipients to certify accordingly.