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 4th day of August, 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 BY
COMMISSIONERS COURT
ON: 8/4/15

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
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:	To:
Sep 1, 2014	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:	Signature of TxDPS Official:
Garry Jones Deputy Assistant Director Texas Homeland Security State Administrative Agency Texas Department of Public Safety	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:	Signature of Sub-Recipient Official:	
Ramon Garcia Hidalgo County Judge	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

*** Is this submission** is a correction. ▼

Please provide the reference number for the form you are correcting:

*** Name 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 eligibility processes.

EMCs, EMS, Fire, Police, and Sheriff personnel **ARE NOT Authorized Officials**. Only **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

Progress: 33% Complete

Submitter / Point-of-Contact Information:

Upon [illegible]ion of this [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]nes t[illegible]ubmit[illegible] / Point-of-Contact role?**

Police/Fire/EMS Staff[illegible]

* 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 related to (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 AG.

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 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 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. positions) of each subrecipient organization for the most recently completed fiscal year 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 the 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 8/1/20
- ○ c) COG Region
- ○ d) Tribal Nation

* Indicates Response Required

Sample

<< Previous Save Partial Work Ne

ACTIVE

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 the submission has been approved.

☑ Please email the Authorized Official updates if available. The SAA will use

☑ Please email the POC updates if available. The SAA will use

<< Previous Save Partial Work Submit

ACTIVE

Sample

BACK TO DPS SAA Page

Texas Homeland Security

State Administrative Agency

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

Sample

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 response 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-[redacted]
NIMS Cert *	a) Is Compliant
EM Plans Cert *	a) Has Plans that Meet 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] *	Yes
Criminal Hist[illegible] *	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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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.