

Williamson County
Emergency Services
John Sneed
Senior Director
512.943.1264
jsneed@wilco.org



508 S. Rock
Georgetown, Texas
78626

Williamson County
Emergency Communications
Patrick Cobb
Division Director
512.943.1389
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MEMORANDUM FOR RECORD

Re: Mobile Communications Platform Replacement

History

Williamson County received the current mobile communications trailer in October, 2007. It was designed as a “proof of concept” platform to deliver mobile emergency interoperable communications support. The trailer functions as a mobile PSAP (9-1-1 Center). It is also capable of scene response supporting field operations in a communications or command role. It is the only mobile platform in the CAPCOG region and one of only three in the state of Texas with these capabilities.

The concept of providing mobile interoperable emergency communications support to field locations or damaged/destroyed 9-1-1 centers has been proven. The current equipment and personnel are considered a *strategic asset* by the state and routinely contracts with Williamson County for disaster response. Since October 2007, the trailer has been requested over 60 times and has provided a response to 54 of those requests. To date, all state and federal disaster responses have been 100% reimbursed to the county.

Current Situation

Although the electronic equipment installed on the trailer is in good condition, the platform is not. The original trailer was purchased as a commercial utility trailer and subsequently re-furbished into its current configuration. This solution has proven to be less than optimal for heavy-duty public safety use; the travel and working environments in disaster areas has taken their toll on the integrity of the platform. Extensive structural repairs and enhancements have been performed on the trailer to maintain its worthiness. Unfortunately, that is no longer sustainable.

Replacement

Recognizing the need to maintain the capabilities of the platform, the Department of Homeland Security, State of Texas, and the Austin Urban Area Security Initiative (UASI) program allocated \$291,000 in FY 2010 homeland security grant funds to Williamson County. These funds are dedicated to the purchasing a heavy-duty replacement platform and maintaining the new platform as a *strategic asset*.

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Williamson County has performed an exhaustive needs assessment and defined requirements for the new platform. A heavy-duty truck chassis; purpose built to provide a public safety emergency communications response was selected. The proposed truck chassis is designed and engineered to withstand the rigors of field operations for a minimum of (10) ten years. In addition, it is expandable and as technology or requirements change, the chassis and custom communications module can be adapted to meet those new challenges.

The company selected to construct the new truck (Farber) is an existing Williamson County vendor and recently completed the successful Mobile Command Post truck in 2010. They are an international corporation specializing in the custom design and construction of mobile public safety vehicles and are listed as an approved vendor on the Texas Buy Board (#300-08). The truck power plant is already supported by Williamson County Fleet Services.

Funding

The existing communications trailer was purchased in 2006 with Homeland Security grant funds. The trailer will be traded-in to Farber and a credit of \$154,000 applied to the total purchase price of the new truck.

As mentioned previously, the county has already received and accepted \$291,000 in FY2010 grant funds for this project making the total package valued at \$445,000.

Annual maintenance costs and recurring subscription services to satellite and wireless communications providers should remain the same for the new truck platform.

Conclusion

Williamson County has proven to be a leader in mobile interoperable emergency communications and command support for complex field problems and disaster response. These capabilities are supported by all levels of government; with the citizens of the county in direct benefit. This is an excellent opportunity to upgrade and enhance these capabilities with a new truck platform and extend the life of the strategic asset at no additional cost to Williamson County.

Sincerely,

Patrick Cobb CEM, ENP, EMT-P
Director
Emergency Communications
Williamson County, Texas

...to Respect, Care, and Serve



Texas Department of Public Safety

2010 Sub-Recipient Award for Williamson County

Date of Award

October 20, 2010

1. Sub-Recipient Name and Address	2. Prepared by: Seals, Freddie	3. SAA Award Number: 10-SR 48491-01
Judge Dan A. Gattis Williamson County 710 Main St., Ste. 101 Georgetown, TX 78626	4. Federal Grant Information	
	Federal Grant Title: Homeland Security Grant Program (HSGP) Urban Area Security Initiative (UASI)	
	Federal Grant Award Number: 2010-SS-T0-0008	
	Date Federal Grant Awarded to TxDPS: August 1, 2010	
Federal Granting Agency:		Department of Homeland Security FEMA Grant Programs Directorate

5. Award Amount and Grant Breakdowns

UASI Award Amount (Federal)

CFDA: 97.008

\$291,000.00

Grant Period:

From:
Aug 1, 2010

To:
Jul 31, 2012

(The SAA must receive all invoices by the end of grant period)

6. Statutory Authority for Grant: This project is supported under Department of Homeland Security Appropriations Act, 2010 (Public Law 111-83).

7. Method of Payment: Primary method is reimbursement.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not 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 at <http://www.epls.gov.2.8.9029.0>

9. Agency Approval

Approving TxDPS Official:

Janice E. Bruno, Administrator
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:

Dan A Gattis
County Judge

Signature of Sub-Recipient Official:

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:

746 000 978

12. Date Signed :

12-1-10

13. DUE DATE: December 4, 2010

Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.

2010 TERMS AND CONDITIONS

Instructions:

The Sub-recipient must:

1. Fill in the contact information and sign the Sub-Recipient Award
2. Certify they have read and understand the Terms and Conditions by initialing the bottom of each page.
3. Fill in the contact information located on Page 4.
4. Certify to the statements provided in Exhibits A and B and C located at the back of this document by filling in contact information and signing both exhibits.
5. Return all documents to the SAA in accordance with the date provided in the transmittal letter and/or in the agreement.

Parties to Sub-recipient Agreement

This Sub-recipient Agreement (includes the Sub-recipient Award and the Terms and Conditions) is made and entered into by and between the Department of Public Safety / State Administrative Agency, (DPS/SAA) an agency of the State of Texas, hereinafter referred to as "DPS/SAA," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, DPS/SAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2010 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and/or in the agreement Sub-recipient Agreement Award.

Sub-recipient must not assign or transfer any interest in this Sub-recipient Agreement without the express, prior written consent of the SAA.

Overview, and Performance Standards

All allocations and use of funds under this grant must be in accordance with the FY 2010 Guidelines and Application Kit for the Federal Grant Title specified on the Sub-recipient Agreement Award. All award Sub-recipients are required to have read, understood and accepted the FY 2010 Guidance and Application Kit as binding.

Standard of Performance. The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Regional Planning Group / Urban Area Working Group and/or by the State Administrative Agency (SAA) as applicable. The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement, Terms and Conditions and the following Exhibits located at the end of this document:

1. Assurance – Non-Construction Programs, hereinafter referred to as "**Exhibit A**"
2. Assurance – Construction Programs, hereinafter referred to as "**Exhibit B**"
3. Certification, hereinafter referred to as "**Exhibit C**"

Failure to Perform. In the event the Sub-recipient fails to implement the project(s) entered into the SAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to DPS/SAA for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other federal program funds administered by DPS/SAA until repayment to DPS/SAA is made and any other compliance or audit finding is satisfactorily resolved.

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DPS/SAA Obligations

Measure of Liability. DPS/SAA shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

Sub-recipient Agreement Funds Defined and Limit of Liability. The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by DPS/SAA under the DHS/FEMA grant programs. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by DPS/SAA under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement.

Sub-recipient shall contribute the match funds listed on the Sub-recipient Award page.

Excess Payments. The Sub-recipient shall refund to DPS/SAA any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by DPS/SAA or that DPS/SAA determines has resulted in overpayment to the Sub-recipient or that DPS/SAA determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to DPS/SAA within thirty (30) days after DPS/SAA requests such refund.

Suspension

In the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, DPS/SAA may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

DPS/SAA's Right to Terminate. DPS/SAA shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever DPS/SAA determines that the Sub-recipient has failed to comply with any of this Sub-recipient agreement's terms. DPS/SAA shall notify the Sub-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Appeal will be made to the Deputy Director of Homeland Security, Department of Public Safety.

Enforcement

In taking an enforcement action, the awarding agency will provide the sub-recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the sub-recipient is entitled under any statute or regulation applicable to the action involved.

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Conflict of Interest

No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Monitoring

Sub-recipients will be monitored periodically by federal or state agencies, both programmatically and financially, to ensure that project goals, objectives, performance requirement, timelines, milestone completion, budget, and other related program criteria are being met.

DPS/SAA reserves the right to perform periodic office-based and/or on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, DPS/SAA shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to the Suspension and/or Termination Section.

Audit

Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) and as outlined in Exhibit A. The Sub-recipient will also comply, as applicable, with Texas Government Code, Chapter 783, 1 TAC 5.141.et.seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

DPS/SAA's Right to Audit. DPS/SAA reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit DPS/SAA or its authorized representative to audit the Sub-recipient's records. The sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

Sub-recipient's Liability for Disallowed Costs. The Sub-recipient understands and agrees that it shall be liable to DPS/SAA for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to DPS/SAA of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

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

Other Requirements

A. During the performance period of this grant, Sub-recipients must 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 the Sub-recipient's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

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- B. Projects identified in the SAA 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 the grant.
- C. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.
- D. During the performance period, the Sub-recipient must be a registered user of the Texas Regional Response Network (TRRN) and identify all major 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.
- E. Sub-recipients must submit Fiscal Year 2010 Indirect Cost Allocation Plan signed by Cognizant Agency - "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 CFR part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.
- F. Council of Governments (COG) will follow guidelines listed in the SAA FY 10 COG Statement of Work.
- G. 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 Federal 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. The sub-recipient agrees to consult with DPS/SAA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

Closing the Grant

- A. The Sub-recipient must have expended all grant funds and submitted expenditure reimbursement requests and any invoices by the end of the performance period listed on the sub-recipient agreement.
- B. DPS/SAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, DPS/SAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, DPS/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.
- C. At the completion of the sub-recipient's performance period, DPS/SAA will de-obligate all uncommitted / unexpended funds.

Restrictions, Disclaimers and Notices

- A. In cases where local funding is established by a COG or UASI, governing board, the release of funds by DPS/SAA is contingent upon funding allocation approval by the governing board.
- B. Notwithstanding any other agreement provisions, the parties hereto understand and agree that DPS/SAA's obligations under this agreement are contingent upon the receipt of adequate funds to meet DPS/SAA's liabilities hereunder, except as required by IECGP and HSGP grants. DPS/SAA shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.
- C. All notices or communication 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, to the other party at its respective address set forth below or to the Point of Contact listed for the sub-recipient in the SAA Grants Management System shall be deemed received the following business day.

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DPS/SAA Contact Information
Deputy Director, Homeland Security Texas Department of Public Safety State Administrative Agency P.O. Box 4087 Austin, TX 78773-0220

Sub-Recipient Contact Information
(Please Fill-In Contact Information below)
Name: Jarred R. Thomas Title: EMC Agency: Office of Emergency Management Address: 303 Martin Luther King Georgetown, TX 78626

Uniform Administrative Requirements, Cost Principles and Audit Requirements

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with the most recent version of all applicable Laws and Regulations. 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;
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).

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 Education Institutions (OMB Circular A-21)
3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR) Subpart 31.2, Contracts with Commercial Organizations

C. Audit Requirements – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

D. Sub-recipient understands and agrees that it cannot 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.

E. The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FY2010 Grant Program Guidance and Application Kit.

F. The recipient must provide information to FEMA to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. The recipient must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances.

Recipient shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the 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 that are 50 years old or older. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may not be eligible for grant funding.

G. Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated in State Administrative Agency Information Bulletins, and Texas Uniform Grants Management Standards (UGMS).

H. The sub-recipient(s) must, in addition to the assurances, 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 the award, and the approved application.

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Retention and Accessibility of Records

Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to the applicable OMB Circular and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective, including program requirements and financial obligations, or the period of time required by other applicable laws and regulations. Sub-recipient shall comply with 44 CFR Section 13.42 and UGMS §-___.42

Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/SAA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, , and Texas Government Code Chapter 552.

Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Legal Authority

Signatory Authority. The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

Authorized Representative. The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

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

Notice of Litigation and Claims

The Sub-recipient shall give DPS/SAA immediate notice in writing of any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out of the performance under this Sub-recipient agreement

Except as otherwise directed by DPS/SAA, the Sub-recipient shall furnish immediately to DPS/SAA copies of all documentation or pleadings received by the Sub-recipient with respect to such action or claim.

Non-Waiver of Defaults

ANY FAILURE OF DPS/SAA, AT ANY TIME, TO ENFORCE OR REQUIRE THE STRICT KEEPING AND PERFORMANCE OF ANY PROVISION OF THIS AGREEMENT WILL NOT CONSTITUTE A WAIVER OF SUCH PROVISION, AND WILL NOT AFFECT OR IMPAIR SAME OR THE RIGHT OF DPS/SAA AT ANY TIME TO AVAIL ITSELF OF SAME. A WAIVER DOES NOT BECOME EFFECTIVE UNLESS DPS/SAA EXPRESSLY AGREES TO SUCH WAIVER IN WRITING. ANY PAYMENT BY DPS/SAA SHALL NOT CONSTITUTE A WAIVER OR OTHERWISE IMPAIR OR PREJUDICE ANY RIGHT, POWER, PRIVILEGE, OR REMEDY AVAILABLE TO DPS/SAA TO ENFORCE ITS RIGHTS, AS SUCH RIGHTS, POWERS, PRIVILEGES, AND REMEDIES ARE SPECIFICALLY PRESERVED.

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Indemnity

AS PERMITTED BY LAW, SUB-RECIPIENT SHALL INDEMNIFY, DEFEND AND HOLD DPS/SAA AND THE STATE OF TEXAS (INCLUDING ITS DIRECTORS, COMMISSIONERS, EMPLOYEES, AGENTS AND THEIR SUCCESSORS) ("INDEMNITEES") HARMLESS FROM AND AGAINST ANY OF THE FOLLOWING THAT ARISE OUT OF OR RESULT FROM SUB-RECIPIENT'S NEGLIGENCE (ANY AND ALL), FAULT, ACT, FAILURE TO ACT, OMISSION, BREACH OF THIS AGREEMENT OR VIOLATION OF ANY STATE OR FEDERAL LAW AND/OR REGULATION, AS WELL AS ANY VIOLATION OF ANY MATTER MADE THE BASIS OF A TREATY AND/OR CONVENTION AND/OR AGREEMENT BETWEEN THE UNITED STATES AND ANOTHER NATION: CLAIMS; LAWSUITS; DAMAGES; LIABILITIES; PENALTIES; TAXES; FINES; INTEREST; EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, INVESTIGATION COSTS AND ALL DIRECT OR INDIRECT COSTS OR EXPENSES INCURRED IN DEFENDING AGAINST ANY CLAIM, LAWSUIT, OR OTHER PROCEEDING, INCLUDING THOSE EXPENSES INCURRED IN ANY NEGOTIATION, SETTLEMENT, OR ALTERNATIVE DISPUTE RESOLUTION); ANY AND ALL DAMAGES, HOWEVER CHARACTERIZED, SUCH AS DIRECT, GENERAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR THE RIGHTS PROVIDED THEREIN.

IN ANY AND ALL CLAIMS AGAINST ANY OF THE INDEMNITEES BY ANY EMPLOYEE OF THE SUB-RECIPIENT OR ANY EMPLOYEE OF ITS SUBCONTRACTOR(S), THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT WILL NOT BE LIMITED IN ANY WAY BY THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE SUB-RECIPIENT OR ANY OF ITS SUBCONTRACTOR(S) UNDER WORKER'S DISABILITY COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFITS ACTS.

SUB-RECIPIENT SHALL COORDINATE ITS DEFENSE AND ANY SETTLEMENT WITH THE ATTORNEY GENERAL FOR THE STATE OF TEXAS AS REQUESTED BY THE DPS/SAA. IN ANY SETTLEMENT, SUB-RECIPIENT MUST NOT MAKE ANY ADMISSION OF LIABILITY ON THE PART OF ANY OF THE INDEMNITEES.

THIS SECTION SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION, CONTRIBUTION OR RIGHT WHICH ANY OF THE INDEMNITEES HAVE BY LAW OR EQUITY.

THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Changes and Amendments

Written Amendment. Except as specifically provided otherwise in this Sub-recipient agreement, any alterations, additions or deletions to this Sub-recipient agreement's terms shall be made through Grant Adjustment Notices generated by the SAA web-based grants management system and executed by the Parties.

Authority to Amend. During the period of this Sub-recipient agreement's performance DPS/SAA and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by DPS/SAA or FEMA in the form of Information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. . In the event FEMA or DPS/SAA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award.

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Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas, and be governed by Texas Law.

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Special Conditions

2010 Operation Stonegarden (OPSG) Specific:

1) The recipient is 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 through an official email notice issued by FEMA removing this special programmatic condition. The Operations Order approval process/structure is as follows: Operations Orders are submitted to (1) the appropriate Customs and Border Protection (CBP) Border Patrol (BP) Sector Headquarters (HQ); upon approval by the Sector HQ, forwarded through the Border Patrol Enforcement Transfer System (BPETS) system to (2) the OPSG Coordinator, CBP/BP Washington, DC and upon approval forwarded to (3) Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Grant Development and Administration Division (GD&A). Notification of release of programmatic hold will be sent by FEMA via email to the State Administrative Agency (SAA) with a copy to OPSG Coordinator at CBP/BP HQ, Washington DC.

General:

1)

a) Provisions applicable to a sub-recipient that is a private entity.

i) You as a sub-recipient, your employees, may not:

- (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- (2) Procure a commercial sex act during the period of time that the award is in effect; or
- (3) Use forced labor in the performance of the award or sub-award under this award.

ii) We may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity:

- (1) Is determined to have violated a prohibition in paragraph 1a of this award term; or
- (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition of this award term through conduct that is either:

(a) Associated with performance under this award; or

(b) Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.

b) Provisions applicable to a sub-recipient that is other than a private entity. We may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity:

i) Is determined to have violated a prohibition in paragraph 1a of this award term; or

ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a1 of this award term through conduct that is either:

(1) Associated with performance under this award; or

(2) Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.

c) Provisions applicable to any recipient:

i) You must inform us immediately of any information you received from any source alleging a violation of a prohibition in paragraph a1 of this award term.

ii) Our right to terminate unilaterally that is described in 1b or 2 of this section:

(1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g), and

(2) Is in addition to all other remedies for noncompliance that are available to us under this award.

Initial Date 12.1.10

- iii) You must include the requirements of 1a of this award term in any sub-award you make to a private entity.
- d) Definitions. For purposes of this award term:
 - i) "Employee" means either:
 - (1) An individual employed by a sub-recipient who is engaged in the performance of the project or program under this award: or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - iii) "Private entity" means:
 - (1) Any entity other than a State, local government, Indian Tribe, or foreign public entities, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - (a) A non-profit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2CFR 175.25(b).
 - (b) A for-profit organization
 - iv) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

2)

- a) Classified national security information as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
- b) No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information
- c) Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch(ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.
- d) Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS " Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 20089: EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and /or other applicable implementing directives or instruction. All security requirement documents are located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>.
- e) Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions.

Please fill in the appropriate information and sign.

Dan A Gathis

Type Name of Authorized Official

County Judge

Title

Williamson County

Sub-recipient Organization

[Signature]

Signature of Authorized Official

Date

Initial

Date

12.1.10


EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS

As the duly authorized representative of the sub-recipient, I certify that the 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 agreement.
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 the award; 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), 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. §§290 dd-3 and 290 ee- 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) 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 (Clean Air) Implementation Plans under Section 176(c) of the Clean 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).
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.

Initial



Date 12.1.10

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 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
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, and policies governing this program.

Please fill in the appropriate information and sign.

Dan A Gathis
Type Name of Authorized Official

County Judge
Title

Williamson County
Sub-recipient Organization

[Signature]
Signature of Authorized Official

Date

Initial [Signature] Date 12.1.10

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS

As the duly authorized representative of the sub-recipient, I certify that the 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 agreement.
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 the assistance; 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 the project.
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 assistance 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), 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. §§290 dd-3 and 290 ee 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 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.

Initial Date 12.1.10

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) 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 (Clean Air) Implementation Plans under Section 176(c) of the Clean 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).

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 and policies governing this program.

Please fill in the appropriate information and sign.

Dan A Gattis

Type Name of Authorized Official

County Judge

Title

Williamson County

Sub-recipient Organization

Signature of Authorized Official

Date

Initial

Date

12.1.10

Exhibit C

Certifications

The undersigned, Dan A Gaffis (print), as the authorized official of Williamson County, 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 be included in the award documents for all sub-awards at all tiers (including subcontract, 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 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28C.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-recipients can access debarment information by going to www.epls.gov and the State Debarred Vendor List http://www.window.state.tx.us/prc/http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/
2. Have not within a three-year period preceding this agreement 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; and
4. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and
5. Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement. (Federal Certification)

E. The Sub-recipient certifies 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 must comply with 2 CFR Part 180 Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier.

G. 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 program.

H. Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq. – Requires the 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, place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must 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 CFR Part 17.

Initial DAG Date 12.1.10

I. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

Please fill in the appropriate information and sign.

Dan A Gathis

Type Name of Authorized Official

County Judge

Title

Williamson County

Sub-recipient Organization

Signature of Authorized Official

Date

Initial



Date

12.1.10



7052 Americana Parkway
Columbus, OH 43068
Toll Free: (800) 331-3188
Fax: (614) 759-2098

QUOTATION

Name: Williamson County 911
Contact: Patrick Cobb CEM
Address: 508 South Rock
City, ST, Zip: Georgetown, TX 78626
Telephone: 512.943.1206
Email: pcobb@wilco.org

CONTACT	DELIVERY	SHIPPED VIA	F.O.B.	TERMS	Texas Buy Board
Steve Goodyear	180	Farber	Destination	Net 30	#300-08

	Quantity		Unit Price	Total Price
M20000	1	MODEL M2-106 FOB CONTINENTAL U.S.	\$444,845.00	\$444,845.00
		OPTIONS: Existing Communications Trailer Credit Trade-in	(\$154,000.00)	(\$154,000.00)
		EXTERIOR OPTIONS		
M20008	1	Carefree Mirage lateral arm box awning, 18'	\$4,590.00	\$4,590.00
M20009	1	Custom slide out room, up to 12' in length x 24", electric	\$17,018.00	\$17,018.00
M20010	1	Hydraulic leveling and stabilizing jacks	\$4,857.00	\$4,857.00
M20011	1	Roof rail for mounting radio antennas w/ weatherproof access hatch to interior	\$1,167.00	\$1,167.00
M20012	1	Roof rail, additional, for mounting antennas, eight foot section	\$447.00	\$447.00
M20021	1	Paint exterior below belt rail custom color, non-metalic	\$4,367.00	\$4,367.00
		AUDIO/VIDEO OPTIONS		
M20027	1	40" LCD monitor, NEC 4010, with exterior view w/ weather-proof door	\$6,316.00	\$6,316.00
M20030	1	TV antenna, roof mounted w/ booster	\$145.00	\$145.00
M20043	1	Rear speakers	\$364.00	\$364.00
		2-WAY RADIO & PHONE COMMUNICATIONS		
		COMPUTER AND SATELLITE		
M20064	2	24-port switch & CAT 6 patch panel	\$632.00	\$1,264.00
M20065	3	CAT 6 network with printer/fax/scanner	\$6,321.00	\$18,963.00
M20071	4	Equipment rack with, casters, Lexan door, power fan, approx. 19 x 64	\$1,167.00	\$4,668.00
		H.V.A.C.		
		PLUMBING OPTIONS		
Non-Coi	1	Lavatory with marine toilet, pump, sink, holding & water tank, hot water heater, monitor panel	\$5,967.00	\$5,967.00
		LOW VOLTAGE OPTIONS		
M20083	1	Entrance door lock, electro-magnetic w/ exterior keypad	\$1,001.00	\$1,001.00
		120-240 VOLT OPTIONS		
M20086	1	20KW water cooled diesel generator, compartment installed, remote start.stop	\$12,136.00	\$12,136.00
		LIGHTING		
M20093	1	LED light package, and eight 900 series lights	\$5,591.00	\$5,591.00
		APPLIANCES		
Non-Coi	1	Microwave oven, cabinet mounted	\$385.00	\$385.00
Non-Coi	1	Refrigerator, AC/DC, compressor operated	\$914.00	\$914.00
M20102	1	Exterior graphics package	\$4,862.00	\$4,862.00
		ENHANCEMENTS		
M20103	315	Install customer supplied radios and equipment per hour (I/O Panel Customer Supplied Items)	\$82.00	\$25,830.00
		FINAL PROJECT TEXAS BUY-BOARD CONTRACT PRICE		\$290,845.00



FARBER MODEL: M2-ISC 330-330HP FEATURES

I. DIMENSIONS

1. Overall Length	36 ft. 10 in.
2. Exterior Width	102 in.
3. Overall Height (with roof air conditioner)	12 ft.
4. Interior Width	98 in.
5. Interior Headroom	82 in.
6. Interior Floor Length (behind cab area)	27 ft. 6 in.

II. CHASSIS SPECIFICATIONS

1. Chassis Type	<i>Freightliner</i> M2 106 conventional chassis
2. Wheelbase	276"
3. GVWR	33,000 lbs.
4. Frame	7/16" x 3-9/16" x 11-1/8" steel frame
5. Engine	Cummins ISC 330 H.P. @ 2000 RPM 1000 lb./ft. @ 1400 RPM
6. Transmission	Allison 3000 EVS automatic with PTO provision WTEC calibration – 6 speed Push button, electronic shift control, dash mounted Water to oil transmission cooler, frame mounted
7. Alternator	12V, 275 amp 40-SI quadramount pad alternator with remote battery voltage sense
8. Batteries	(2) alliance 1231 group 31, 1900 CCA Threaded stud batteries Battery box frame mounted
9. Brakes	Air brake package Wabco 4S/4M ABS Reinforced nylon, fabric braid & wirebraid chassis air lines Steel air brake reservoirs
10. Fuel Tank	50 (U.S.) gallon capacity, aluminum tank left side 50 (U.S.) gallon capacity, aluminum tank right side Alliance fuel filter/water separator with heated bowl and

	indicator light Instaheat fuel heater (2 tanks)
11. Front Axle	12,000 lb. drop single front axle Non asbestos front brake lining Conet cast iron front brake drums Front brake dust shields Meritor automatic front slack adjusters
12. Suspension Front	12,000 lb. taper leaf Maintenance free rubber bushings Front sway bar and shock absorbers
13. Rear Axle	21,000 lb., R-series single rear axle 6.14 rear axle ratio Trac-Tech full time no-spin differential Conet cast iron rear brake drums Rear brake dust shields Meritor automatic rear slack adjusters
14. Suspension Rear	21,000 lb., 52" variable rate multi-leaf spring Spring suspension, no axle spacers
15. Cooling	Anti-freeze protection; ethylene glycol, to -60F
16. Steering	TRW THP-60 power steering pump 2 quart see through power steering reservoir Adjustable tilt and telescoping steering column
17. Horns	Dual polished aluminum air horns Dual electric horns Back up alarm
18. Instruments	Low air pressure light and buzzer Single brake application air gauge Cruise control Electric fuel gauge Engine and trip hour meters Electric engine oil pressure gauge Electronic tachometer, 3000 RPM Digital voltage display Transmission oil pressure gauge
19. Tires	11R 22.5, 14 ply radial (16 ply rear) Spare tire provided, shipped loose
20. Wheels	22.5 x 8.25 10 hub pilot aluminum disc Dual rear wheels Polished front and outer rear

21. Exhaust	Stainless steel
22. Miscellaneous	Heater, defroster and air conditioning AM/FM/CD with two cab speakers Front tow hooks, frame mounted Three piece chromed steel front bumper Dual bright heated west coast mirrors w/ remote Electric powered cab windows Extreme climate thermal cab insulation Electric door locks Bostrom Talladega 910 high back, air suspension, driver and passenger seats with dual armrests and 3 point fixed D-ring seatbelts

III. BODY SPECIFICATIONS

1. Body shall be aluminum construction.
2. Aluminum exterior body skin, .050" thickness.
3. Roof to be one piece aluminum, .040" thickness.
4. Body construction shall maximize smooth surfaces and rounded corners.
5. Structural members shall be on a spacing of 18" or less on center for side, front, and rear posts.
6. Structural members shall be on a spacing of 16" or less on center for the floor and roof.
7. Door openings shall have structural headers and double wide vertical uprights around the perimeter of each opening.
8. All front, rear, and top body outer surfaces shall be joined with minimum 3" structural extruded aluminum radius corners.
9. All joints and seams shall be sealed and weather-proofed.
10. Drip moldings shall be provided above entry doors and compartments.
11. The transition from the cab to body shall be open to allow personnel to walk from cab into the body area. All locations where personnel could hit their head when moving to and from the cab area shall be upholstered with dense foam backing to prevent injuries.
12. Body shall have a swing out door on the passenger side of the vehicle with 32" opening and two (2) interior step wells. Hinge shall be full length stainless steel. Door shall be constructed with extruded aluminum frame.
13. An exterior vertical stainless steel handrail shall be provided, 36" x 1.25" dia.
14. Slam lock hardware to be supplied on all doors.
15. Three (3) sets of keys shall be provided for cab doors, entry door and compartments.
16. Full body width aluminum rear bumper provided.
17. Body to be fully undercoated.
18. Mudflaps with anti-sail brackets on rear axle.

IV. PAINTING / GRAPHICS

1. The final finishing of this vehicle shall be to commercial truck standards.
2. All paint applications shall conform to the paint manufacturers requirements and recommendations.
3. Cab, single color, Freightliner OEM, high gloss white.
4. Reflective stripe, 4" wide, provided on sides and rear of the vehicle.
5. Custom computer generated vinyl graphics provided to customer specifications. Includes up to eighty 10" letters and fifty 6" letters. Graphics package does not include production of custom shields or seals.

V. INTERIOR

1. Electric forced air heat designed to distribute an even amount of heat to all areas.
2. An oak framed dry erase board measuring approximately 4' x 3' shall be furnished and secured to sidewall.
3. One (1) 9V smoke alarm.
4. Two (2) *ABC* dry chemical fire extinguishers, carbon dioxide, minimum 5-pound units, with dial type indicator, in quick release brackets provided.
5. Cover load space entry doors with 1/2" exterior grade plywood and *Kemlite* .090" FRP. Provide .100" bright aluminum tread plate at bottom.
6. Adjustable ergonomic office type chair, with pneumatic height control, swivel pedestal and five (5) caster wheels to be provided for each workstation. Chairs shall be cloth upholstered, seat height and back supports shall be adjustable. Chairs shall be secured in knee space area for travel by a strap or bungee cord. All chairs to have protective plastic edge on rear corners to prohibit damage from countertop edges.

VI. WALLS, CEILING AND FLOOR

1. The entire body, sides, ends and roof including doors, shall be completely insulated to enhance the performance of the heating and cooling systems and prevent external noise from entering the vehicle interior. The insulation shall be non-settling type, vermin-proof, mildew-proof, fire retardant, non-toxic and non-hygroscopic.
2. Interior body sideposts covered with 3/4" plywood subwall.
3. Subwall covered with *Kemlite* .090" FRP lining, or equivalent. Wall covering is a continuous piece front to back, no seams.
4. Interior roof supports covered with 1/2" plywood.
5. Finished ceiling to be sound absorbing, flame retardant, solution dyed polypropylene fiber material, 24 oz. minimum. Class A rated per ASTM E-84.
6. Continuous run front to rear.
7. All bulkheads to be *Kemlite* finished.
8. Install 5/8" minimum exterior grade plywood underlayment for floor.
9. Floor to be covered with *Lonseal Loncoin II Fleckstone*, or equivalent, non-skid commercial grade PVC flooring. The flooring is to be a continuous piece front to back.

VII. CABINETS

1. All cabinets to be constructed of 3/4" exterior grade plywood with laminate finish.
2. No particle board or fiber board materials to be used in cabinet construction.
3. All cabinet doors to be finished with dry erase boards.
4. All cabinet doors and drawer fronts to have chrome finished *Lamp* catches with deadbolt to prevent opening while vehicle is in motion.
5. All cabinets to be glued and screwed, no staples.
6. Shelves are to be constructed of 3/4" exterior grade plywood with no voids on sides and have 2" extruded aluminum front lip.
7. All shelving is to be adjustable on 1/2" increments using zinc-plated track and hardware.
8. All horizontally hinged overhead cabinet doors to be held open with spring loaded lift support cylinders.
9. All drawers are to use heavy-duty, ball bearing, double-action drawer slides.
10. Countertops to be 3/4" plywood with laminate finish (color to be determined). All exposed edges to be 3/4" x 1-1/2" @ oak with a beveled top edge to prevent chipping.

VIII. 120/240V AC ELECTRICAL SYSTEM

1. Chassis OEM furnished electrical system interfaces shall be utilized to the maximum extent possible.
2. Separate 115V AC and 12V DC circuit breaker and control panels shall be provided and located in an area with the generator control panel.
3. Install one (1) Kohler 20Kw commercially rated, water- cooled diesel powered generator.
4. Generator compartment is to be insulated with high density sound absorbing foam and oil resistant foil faced lining.
5. Generator shall be plumbed to draw fuel from chassis fuel tank.
6. All 120/240V AC main wiring is to be stranded, bundled and color coded THHN wire.
7. All 120/240V wiring shall be accessible in ENT conduit, raceways or *Sealtite*.
8. One (1) 120/240V AC control panel with generator and shore power main breaker. UL listed magnetic/hydraulic branch circuit breakers with LED indicators to show activation.
9. Install duplex wall outlets at each workstation and appliance locations.
10. Two (2) exterior 115V duplex outlets shall be furnished, one on each side.
11. Install three (3) *Coleman* model 7633 mach 3 P.S. low profile 15,000 BTU air conditioner with 5,600 BTU heat strip.
12. All electrical circuits and appliances shall conform to applicable national electrical codes.

IX. 12V DC ELECTRICAL SYSTEM

1. In addition to the chassis batteries, two (2) Interstate group 31 deep-cycle batteries to be provided. Charging shall be by vehicle alternator and by battery conditioner. These batteries shall be utilized to start the generator.
2. All 12V wiring THHN stranded, bundled, color coded and numbered.
3. Two (2) commercial duty fan cooled power converters, 90 amp output, *Iota* or equal. The converters shall have a minimum of 90 amp 12V output and shall supply power to both the vehicle and auxiliary 12V DC systems whenever 115V AC power is available from either generator or shore power.
4. Install one (1) *Sure Power* 2403 isolator to allow alternator to charge the main and auxiliary batteries.
5. 12V DC control panel with UL listed magnetic/hydraulic circuit breakers with LED indicators to show activation with 12V voltmeter.
6. Install sixteen (16) 18" white fluorescent light fixtures on ceiling.
7. Install Federal model LF18ERC, 18" flexible, white/red mini-lights with dimmer control at each workstation, mounted under the overhead cabinets.

X. WIRING REQUIREMENTS

1. 2-Gauge minimum copper stranded battery cable to be used for 12V DC main supply lines. All cable runs to be full length, no splices. All cable is to be enclosed in convoluted polyethylene tubing and the ends of the cable sealed with color coded shrink wrap identifying the function of the cable.
2. All added electrical circuits shall be protected from over current by resettable circuit breakers appropriately rated for the load.
3. Circuit breaker functions are to be identified by engraved or printed labels.
4. All added wiring for load runs shall be AWG 8, 10, 12, 14 and 18 and must conform to MIL-W-1678D type D.
5. All wiring shall be numbered or lettered on 6" centers minimum.
6. All wiring is to be protected from chafing and abrasion.
7. Where wire passes through sheet metal, bulkheads and structural supports plastic grommets shall be used to protect both wiring and wire looms.

XI. MISCELLANEOUS STANDARD FEATURES

1. Five (5) *Whelen* white quartz halogen model 810 scene lights, with 260 optics on exterior of van body. Two (2) mounted on each side and one (1) mounted on the rear of the vehicle.
2. Six (6) *Whelen* 810 red/blue halogen lights. Two (2) mounted on each side and two (2) mounted on rear of vehicle.
3. One (1) roof ventilator, powered, reversible, *Fantastic Vent* or equal.
4. Two (2) *Cole Hersee* M284 master disconnect switches for main battery system and auxiliary battery system.
5. Install one (1) *Marinco* 50A-125/250V AC waterproof shore power inlet, one (1) 36' 50 amp shore power cord with *Nema* 14P50 connector, 6' 50A pigtail and 50A-to-30A-to-15A adapters.
6. Install sign on dashboard with vehicle height listed.

7. Install a payload sticker in cab area with vehicle axle loads and available axle payload as built.

NOTE: Model numbers for individual equipment are subject to change from equipment manufacturers. Lens colors for emergency lighting per customer request. Chassis specifications are subject to model year changes.

All vehicles delivered with as built interior and exterior AutoCad drawings. Complete wiring schematics provided with each vehicle.