



# EL PASO COUNTY SHERIFF'S OFFICE

**Richard D. Wiles, Sheriff**

3850 Justice Drive

El Paso, Texas 79938

Email: [epsheriff@epcounty.com](mailto:epsheriff@epcounty.com)



***We Serve with Pride***

**Administration**

3850 Justice Dr.  
El Paso, Texas 79938  
915/538-2217  
915/538-2028 fax

Job Line 915/546-2286

**Region VIII Training Academy**

12501 Montana Avenue  
El Paso, Texas 79938  
915/856-4850  
915/856-4883 fax

**Criminal Investigations**

3850 Justice Dr.  
El Paso, Texas 79938  
915/538-2291  
915/538-2148 fax

**Detention Division**

**Downtown Detention Facility**

601 East Overland  
El Paso, Texas 79901  
915/546-2228  
915/543-3810 fax

**Jail Annex Facility**

12501 Montana Avenue  
El Paso, Texas 79938  
915/856-4200  
915/856-4849 fax

**Patrol Division**

**Central Station**

3850 Justice Dr.  
El Paso, Texas 79938  
915/538-2210  
915/538-2212 fax

**Montana Station**

12501 Montana Avenue  
El Paso, Texas 79938  
915/856-4875  
915/856-4896 fax

**Vinton Station**

436 East Vinton  
Vinton, Texas 79838  
915/886-2724  
915/886-3109 fax

**Special Operations**

6825 Cielo Vista Drive, Box 4  
El Paso, Texas 79925

**El Paso County Metro**

**Criminal Enterprise Unit**

915/772-8665  
915/775-0369 fax

**HIDTA Initiatives**

915/832-6011  
915/832-6356 fax

**Volunteer Program**

3850 Justice Dr.  
El Paso, Texas 79938  
915/538-2117

Emergency 911

Non-Emergency 546-2280

December 7<sup>th</sup>, 2011

Honorable Veronica Escobar, County Judge  
And Members of Commissioners' Court  
County Court House, Room 301  
El Paso, Texas 79901

Dear County Judge and Commissioners:

To approve and authorize the acceptance of State Homeland Security grant funding for the Fiscal year FY2011 SHSP and SHSP LEPTA awarded to the El Paso County by the Texas Department of Public Safety/ State Administrative Agency in the amounts of \$55,578.23 and \$40,523.27 respectively, for a total combined grant of \$96,101.50

These grants are Federal Homeland Security Grants geared towards obtaining equipment and training for the purpose of preparing the county against terroristic attacks, infrastructure upgrade and protection and recovery from natural disasters. These grants are managed by the El Paso Sheriff's Office, for the El Paso Sheriff's Office, other County Departments and smaller sub-grantee law enforcement agencies in the County of El Paso, Texas.

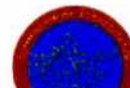
If you have any questions, please feel free to contact me directly at (915)772-8665.

Sincerely,

Gomecindo Lopez  
Commander  
El Paso Sheriff's Office  
Special Operations

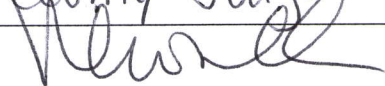


**First Internationally Accredited Sheriff's Office in Texas**



**2011**  
**REQUIRED NIMSCAST, TRRN,**  
**AND A-133 AUDIT CERTIFICATIONS**

| Req. #   | Initials                            | Certifications  |
|----------|-------------------------------------|---|
| 1        | <input checked="" type="checkbox"/> | I certify that my jurisdiction has completed the FY2010 NIMS Implementation Objectives and has completed and is 100% compliant with the FY2010 NIMSCAST Implementation Objectives and Metrics for Local Governments.                                |
| 2        | <input checked="" type="checkbox"/> | I certify that my jurisdiction is registered with the Texas Regional Response Network (TRRN).   |
| 3        | <input checked="" type="checkbox"/> | I certify that my jurisdiction/entity has entered all deployable equipment with a cost of \$5,000 or more purchased with Homeland Security Grant Program funds has been entered into the TRRN.  |
| Choose 1 | <input type="checkbox"/>            | I certify that my jurisdiction/entity does not have any deployable equipment with a cost of \$5,000 or more purchased with Homeland Security Grant Program funds.   |
|          | <input type="checkbox"/>            | I certify my jurisdiction/entity did NOT expend over \$500,000 in Federal funding during its last fiscal year, so NO A-133 audit was necessary or obtained.   |
| 4        | <input checked="" type="checkbox"/> | I certify my jurisdiction/entity expended over \$500,000 in Federal funding in its last fiscal year. Choose 1 box below also.   |
|          | <input checked="" type="checkbox"/> | I certify an A-133 Audit was timely obtained and there were no findings concerning SAA-administered grants. Attached is a copy of the reporting package previously forwarded to the Federal Clearinghouse.  |
|          | <input type="checkbox"/>            | I certify an A-133 Audit was timely obtained and there were no findings concerning SAA-administered grants. In lieu of a reporting package, attached is a detailed § A-133 § __.320(e)(2) Written Notification of No Findings signed by CEO or CFO. |
|          | <input type="checkbox"/>            | I certify an A-133 Audit was timely obtained and there were some audit findings concerning SAA-administered grants. Attached is a copy of the reporting package previously forwarded to the Federal Clearinghouse.                                  |
|          | <input type="checkbox"/>            | The jurisdiction did not timely obtain an A-133 Audit.  |

|  |  |
|--|--|
| <b>Print Name of City, County, or Tribe</b>  | El Paso County   |
| <b>Print Name of Chief Elected Official, Chief Executive Officer, OR Chief Financial Officer</b> | Veronica Escobar   |
| <b>Title (Judge, Mayor, ED, City Manager)</b>  | County Judge   |
| <b>Signature</b>   |  |
| <b>Date</b>  | 5-12-11  |

## **Rio Grande Council of Governments**

1100 N. Stanton, Suite 610  
El Paso, Texas 79902  
www.riocog.org  
May 3, 2011

On April 26, 2011, the Rio Grande Council of Governments (RGCOG) was notified by Texas Department of Public Safety investment justifications (IJ's) which must be submitted by each Council of Governments on or before May 24, 2011.

The RGCOG is requesting that all eligible jurisdictions submit their IJ's to the RGCOG by close of business on May 16, 2011 (5:30 P.M. MDT). This will provide RGCOG staff with ample time to review submitted IJ's, provide Technical Assistance, and assist the SAA in order for the completion of the State application as requested.

The IJ's for the Federal Fiscal Year (FFY) 2010 are required in order for our region to be eligible to receive funding for the FFY 2011 Homeland Security Grant Programs (HSGP). Please note that it is the intent of the State to submit the IJ's for the FFY 2011 HSGP projects:

- Metropolitan Medical Response System (MMRS)
- Texas Citizen Corps program
- Improve Interoperable Communications
- Enhance Intelligence and Information Sharing
- Critical Infrastructure/Key Resource Protection
- Enhance CBRNE Detection/WMD/HAZMAT Response
- State, Regional and Local Emergency Planning

It is to our region's benefit to consolidate all of the individual projects based on the State's designated categories as listed above. The TXDPS has additionally informed us that stakeholders/sub-recipients must meet certification requirements within: 2011 Required NIMSCAST, TRRN, and A-133 Certification. (Please see the attached forms for supporting documentation as well as the certification guidelines and requirements set by the State).

The RGCOG will hold a First Responders Preparedness Committee Meeting on **May 19<sup>th</sup>, 2011 at 9:30 A.M. MDT**, in order to discuss and prepare the IJ's. We certainly apologize for the short notice but as you can see our deadline is May 24, 2011. We encourage everyone to attend in order for us to be able to prioritize all of the regional projects that will be submitted for the State's consideration.

If you have any questions, please contact: **Michael Ada** at [Michael.ada@riocog.org](mailto:Michael.ada@riocog.org), or **Marisa Quintanilla**: [marisaq@riocog.org](mailto:marisaq@riocog.org), or **Grace Muñoz**: [gracem@riocog.org](mailto:gracem@riocog.org), or by phone at (915) 533-0998.

Sincerely,

Grace Muñoz  
Emergency Preparedness Planner  
Rio Grande Council of Governments

## 2011 NIMSCAST/TRRN/A-133 AUDIT CERTIFICATION

Completion of this certification form is required by all sub-recipients to be eligible for homeland security grant funds. This form must be signed by the chief elected official, chief executive officer, and/or chief financial officer. A sub-recipient may choose to have multiple signatories.

### NIMSCAST

The NIMS Compliance Assistance Support Tool (NIMSCAST) is designed as a free, web-based self-assessment tool for State, territorial, tribal, and local governments to evaluate and report their jurisdiction's achievement of all NIMS Compliance Objectives (Implementation Activities) released since fiscal year (FY) 2005 by National Preparedness Directorate's Incident Management Systems Integration Division (IMSI).

Homeland Security Presidential Directive (HSPD)-5 requires Federal Departments and agencies to make adoption of the NIMS by State and local organizations a condition for Federal preparedness assistance. The NIMSCAST facilitates the adoption of the NIMS by State, territory, tribal, and local governments in order to meet the requirement established in HSPD-5.

Every city, county, and tribal jurisdiction must be 100% complete and compliant with the FFY 2010 NIMSCAST assessment to be eligible to receive 2011 Homeland Security Grant funding. **The deadline for meeting this requirement was September 30, 2010.**

### TRRN

The Texas Regional Response Network (TRRN) is a web-based registration application through the Texas Forest Service. The function of the TRRN web registration application is to provide a central, web-based system to organize and coordinate resources in response to such incidents.

Any jurisdiction who has received Homeland Security Grant Program funding must register with TRRN. Any equipment with a cost of \$5,000 or more, purchased with Homeland Security Grant Program funds, must be entered into the TRRN.

### OMB CIRCULAR A-133 SINGLE AUDIT

Any sub-recipient expending Federal funds in excess of \$500,000 must obtain an OMB Circular A-133 Single Audit and provide a copy of the reporting package to the SAA. For those sub-recipients whose A-133 audit disclosed no audit findings associated with the federal awards administered by the State Administrative Agency, the sub-recipient may provide the SAA an A-133 §\_\_\_\_.320(e)(2) Written Notification of No Findings in lieu of providing a copy of the reporting package previously forwarded to the Federal Clearinghouse. The written notification of no findings must contain required information about each grant award from SAA and must be signed by the Chief Elected Official, Chief Executive Officer, or Chief Financial Officer.

### RETURN INSTRUCTIONS AND ADDRESS

The certification form and any required attachments (i.e. reporting package) must be emailed to the State Administration Agency (SAA) at [SAA@txdps.state.tx.us](mailto:SAA@txdps.state.tx.us) no later than May 16, 2011. In the email subject line, please mention jurisdiction and certification form.

### AND

A completed and signed copy also must be emailed to your local COG. Contact the Homeland Security Grant facilitator at your local COG for email instructions.

Annette Gutierrez - Executive Director  
1100 N. Stanton, Suite 610  
El Paso, Texas 79902



Phone: (915) 533-0998  
Fax (915) 532-9385  
[www.riocog.org](http://www.riocog.org)

Dear First Responder Preparedness Group Voting Members,

I would like to thank each of you for your service and participation in our last First Responders Preparedness Planning Group (FRPPG) meeting in Marfa, Texas on August 4, 2011. The RGCOG appreciates everyone's efforts and participation at these important meetings and your continued support and involvement is critical to the effective and judicious use of Homeland Security Grant Program funding within our region.

The purpose of this correspondence is to provide the FRPPG voting members with the Board of Directors' (BOD) final decision and action taken, at the August 19, 2011 meeting, regarding the distribution of Homeland Security Grant Program (HSGP) Funds. The Board of Directors' reviewed the recommendations made by the FRPPG and decided the following:

The FRPPG recommended a distribution of \$25,000 in State Homeland Security Program funds (SHSP) and \$13,000 in SHSP Law Enforcement Terrorism Prevention Activity (LETPA) funds to the Ysleta Del Sur Pueblo Tribe; a distribution of \$10,000 in SHSP funds to the University of Texas at El Paso and a distribution of \$10,000 in SHSP funds to El Paso Community College, with the remaining SHSP & SHSP/LETPA funds to be distributed 40/60 amongst the five rural counties (SHSP \$38,286.36 each; SHSP/LETPA \$25,639.56 each), El Paso County (SHSP \$63,810.60; SHSP/LETPA \$43,732.60), and City of El Paso (SHSP \$58,810.60; SHSP/LETPA \$38,732.60).

The RGCOG Board of Directors decided to review all proposals as discussed at August 4, 2011 FRPPG meeting.

The RGCOG Board moved and approved that Proposal No. 1 is to be used as the distribution of HSGP funds with the amendment that the 2011 **State Homeland Security Program (SHSP)** allocation be divided evenly across the seven jurisdictions, after first allocating the Ysleta Del Sur Pueblo Tribe (YDSP) \$20,000, and re-distributing the educational institutions previous funding (\$10,000 each) to the City of El Paso (\$10,000) and El Paso County (\$10,000). Additionally, Proposal No. 1 is to be used as the distribution of HSGP funds with the amendment that the 2011 **State Homeland Security Program (SHSP) Law Enforcement Terrorism Prevention Activity (LETPA)** allocation be divided evenly across the seven jurisdictions, with the YDSP's initial \$10,000 being redistributed to El Paso County.

Please refer to the attached table for additional information regarding individual jurisdictions. If you have any questions, please do not hesitate to contact myself or staff at your convenience.

Sincerely,

Annette Gutierrez  
Executive Director



Funded by  
Texas Dept. of Aging  
& Disability Services



EL PASO COUNTY  
DISPUTE RESOLUTION CENTER



FAR WEST TEXAS  
WATER PLANNING GROUP



WEST TEXAS ECONOMIC  
DEVELOPMENT DISTRICT



Rio Grande Council of Governments  
Board of Directors Meeting (August 19, 2011)  
Approved Emergency Preparedness SHSP/SHSP-LETPA FFY2011 Funding

| 2011 SHSP   |                     | 2011 SHSP-LETPA                   |                     | Total               |
|---|---------------------|-----------------------------------|---------------------|---------------------|
| This Region Allocation:   | \$359,053.00        | This Region Allocation:           | \$223,663.00        | \$582,716.00        |
| Distributed:  | \$359,053.00        | Distributed:                      | \$223,663.00        | \$582,716.00        |
| Not Distributed:  | \$359,053.00        | Not Distributed:                  | \$223,663.00        | \$582,716.00        |
| Subgrantees   |                     | Subgrantees                       |                     |                     |
| Brewster County   | \$45,579.00         | Brewster County                   | \$30,523.29         | \$76,102.29         |
| City of El Paso   | \$55,579.00         | City of El Paso                   | \$30,523.29         | \$86,102.29         |
| El Paso County  | \$55,579.00         | El Paso County                    | \$40,523.29         | \$96,102.29         |
| Jeff Davis County   | \$45,579.00         | Jeff Davis County                 | \$30,523.29         | \$76,102.29         |
| Culberson County  | \$45,579.00         | Culberson County                  | \$30,523.29         | \$76,102.29         |
| Hudspeth County   | \$45,579.00         | Hudspeth County                   | \$30,523.29         | \$76,102.29         |
| Presidio County   | \$45,579.00         | Presidio County                   | \$30,523.29         | \$76,102.26         |
| Tigua Tribe Ysleta del Sur Pueblo   | \$20,000.00         | Tigua Tribe Ysleta del Sur Pueblo | \$0.00              | \$20,000.00         |
| UTEP  | \$0.00              |                                   | \$0.00              | \$0.00              |
| EPCC  | \$0.00              |                                   | \$0.00              | \$0.00              |
| <b>SHSP Totals:</b>   | <b>\$359,053.00</b> | <b>SHSP LETPA Totals:</b>         | <b>\$223,663.03</b> | <b>\$582,716.00</b> |
| It has been decided that the 2011 SHSP funding for the RGCOG Region be allocated as indicated above, directly allocating \$20,000 to YDSP, and re-allocating the educational institutions SHSP funds to the City of El Paso and El Paso County. In regards to the SHSP-LETPA, YDSP's previously direct allocation of LETPA funds were re-allocated to El Paso County after the even split allocation calculation was derived. |                     |                                   |                     |                     |



## Texas Department of Public Safety

### 2011 Sub-Recipient Award for El Paso County

#### 1. General Award Information

Reference/Encumbrance No:

Date of Award: November 17, 2011

Prepared By: Paynter, William

3. SAA Award Number: 11-SR 48141-02

#### 4. Sub-Recipient Name and Address

Judge Veronica Escobar  
El Paso County  
500 East San Antonio Street, #301  
El Paso, TX 79901

#### 5. Federal Grant Information

**Federal Grant Title:** Homeland Security Grant Program (HSGP)  
State Homeland Security Program(SHSP)

**Federal Grant Award Number:** EMW-2011-SS-00019

**Federal Granting Agency:** Department of Homeland Security FEMA  
Grant Programs Directorate

**Date Federal Grant Awarded to TxDPS:** October 7, 2011

**CFDA:** 97.067

#### 6. Award Amount and Grant Breakdowns

**SHSP LETPA**

**\$40,523.27**

#### Grant Period:

From:  
Sep 1, 2011

To:  
Aug 31, 2013

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

**7. Statutory Authority for Grant:** The Department of Defense and Full-Year Continuing Appropriations Act 2011 (Public Law 112-10), and Section 2003 of the Homeland Security Act of 2002, as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act, 6 U.S.C. 604.

**8. Method of Payment:** Primary method is reimbursement.

**9. 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/eplsearch.do>

#### 10. Agency Approvals

##### Approving TxDPS Official:

Machelle Pharr  
Deputy Assistant Director  
Texas Homeland Security  
State Administrative Agency  
Texas Department of Public Safety

##### Signature of TxDPS Official:

#### 11. Sub-Recipient Acceptance

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

Print name and title of Authorized Sub-Recipient official:

Signature of Sub-Recipient Official:

Enter Employer Identification Number (EIN) or  
Federal Tax Identification Number:

DUNS Number:

Date Signed :

**DUE DATE: January 5, 2012 Signed award and Direct Deposit Form must be returned to TxDPS on or before the due date.**

# 2011 TERMS AND CONDITIONS

## **Instructions:**

*The Sub-recipient must:*

1. Fill in the 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 information located on Page 4.
4. 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.
5. Return all documents to the DPS/THSSAA on or before 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 / 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." Furthermore, DPS/THSSAA 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 2011 Sub-recipient Agreement on or before the date provided in the transmittal letter and/or in the Sub-recipient Agreement Award.

Sub-recipient may not assign or transfer any interest in this Sub-recipient Agreement without the express, prior written consent of the DPS/THSSAA.

## **Overview and Performance Standards**

**All allocations and use of funds under this grant must be in accordance with the FY 2011 Grant Program Guidance 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 2011 Grant Program Guidance as binding.

**Standard of Performance.** The Sub-recipient shall perform all activities and projects entered into the DPS/THSSAA web-based grants management system which were approved by the THSSAA. 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**"
4. Assurance – From UGMS §\_\_\_.14 hereinafter referred to as "**Exhibit D**"

**Failure to Perform.** In the event the Sub-recipient fails to implement the project(s) entered into the DPS/THSSAA 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/THSSAA 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/THSSAA until repayment to DPS/THSSAA is made and any other compliance or audit finding is satisfactorily resolved. Failure to timely implement projects may reduce future funding in additional DHS/FEMA grant programs administered by the DPS/THSSAA.

## **DPS/THSSAA Obligations**

**Measure of Liability.** DPS/THSSAA 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/THSSAA 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/THSSAA under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the Sub-recipient Award.

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

**Excess Payments.** The Sub-recipient shall refund to DPS/THSSAA any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by DPS/THSSAA or that DPS/THSSAA determines has resulted in overpayment to the Sub-recipient or that DPS/THSSAA 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/THSSAA within thirty (30) days after DPS/THSSAA requests such refund.

Initial \_\_\_\_\_ Date \_\_\_\_\_

## **Suspension**

In the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, DPS/THSSAA 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/THSSAA's Right to Terminate.** DPS/THSSAA 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/THSSAA determines that the Sub-recipient has failed to comply with any of this Sub-recipient Agreement's terms. DPS/THSSAA 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 may 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.

## **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, state or local entities, 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/THSSAA or its authorized representative reserves the right to perform periodic desk/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/THSSAA 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). 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.

**Right to Audit.** 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/THSSAA, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit DPS/THSSAA 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/THSSAA 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/THSSAA 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/THSSAA 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-recipient government jurisdictions 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 government jurisdiction's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

Initial \_\_\_\_\_ Date \_\_\_\_\_

B. Projects identified 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 the grant. Sub-recipient will submit its project plans, narrative and budget to DPS/THSSAA and FEMA (if required) for approval prior to expending or requesting advances of any funds for this award. 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.

C. During the performance period, the Sub-recipient must be a registered user of the Texas Regional Response Network (TRRN) (or other response asset inventory management system specified by DPS/THSSAA) and must 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.

D. 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 DPS/THSSAA.

E. Regional Planning Commissions/Council of Governments (COGs) will follow guidelines listed in the DPS/THSSAA FY2011 COG Statement of Work.

F. 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. The sub-recipient agrees to consult with DPS/THSSAA 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/THSSAA 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 award modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, DPS/THSSAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 days of receiving the GAN.

C. At the completion of the sub-recipient's performance period, DPS/THSSAA 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/THSSAA is contingent upon funding allocation approval by the governing board.

B. Notwithstanding any other agreement provisions, the parties hereto understand and agree that DPS/THSSAA's obligations under this agreement are contingent upon the receipt of adequate funds to meet DPS/THSSAA's liabilities hereunder, except as required by HSGP grant. DPS/THSSAA shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the 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 or Loan Star, to the other party at its respective address set forth below or to a Point of Contact listed for the sub-recipient in the DPS/THSSAA Grants Management System.

| DPS/THSSAA Contact Information   |  | Sub-Recipient Contact Information<br>(Please Fill-In Contact Information below) |
|--|--|---|
| Deputy Assistant Director,<br><br>Texas Homeland Security State Admin. Agency<br><br>Texas Department of Public Safety<br><br>P.O. Box 4087<br><br>Austin, TX 78773-0220 |  | Name:<br><br>Title:<br><br>Agency:<br><br>Address:                              |

### **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).
3. 44 CFR Part 10, Environmental Considerations

Initial \_\_\_\_\_ Date \_\_\_\_\_

## **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. 48 CFR 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**

The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FY2011 Grant Program Guidance and application kit and supplemental resources, e.g., for Homeland Security Grant Program currently available at [http://www.fema.gov/txt/government/grant/2011/fy11\\_hsgp\\_kit.txt](http://www.fema.gov/txt/government/grant/2011/fy11_hsgp_kit.txt); for Regional Catastrophic Preparedness Grant Program, [http://www.fema.gov/txt/government/grant/2011/fy11\\_rcpgp\\_kit.txt](http://www.fema.gov/txt/government/grant/2011/fy11_rcpgp_kit.txt); for Emergency Operations Center Grant Program [http://www.fema.gov/txt/government/grant/2011/fy11\\_eoc\\_kit.txt](http://www.fema.gov/txt/government/grant/2011/fy11_eoc_kit.txt); and Nonprofit Security Grant Program, [http://www.fema.gov/txt/government/grant/2011/fy11\\_nsgp\\_kit.txt](http://www.fema.gov/txt/government/grant/2011/fy11_nsgp_kit.txt).

### **Lobbying Prohibited**

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.

### **Environmental Review**

The Sub-recipient, as soon as possible upon receiving their grant award, must provide information to DPS/THSSAA 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) 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 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. See FEMA Information Bulletin 329.

Recipient shall not undertake any written 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 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.

### **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, 44 CFR Section 13.42, UGMS § \_\_.42, and this Sub-recipient agreement. The 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 3 years after any real estate or equipment final disposition. The DHS or DPS/THSSAA may direct the sub-recipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.

**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/THSSAA, 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, Texas Government Code Chapter 552.

**Inclusion in Subcontracts.** The Sub-recipient shall include the substance of the Retention of Records and Access to Records sections in all subcontracts.

**After Action Reporting.** The Sub-recipient shall complete, deliver to the appropriate source, and retain copies of all after-action and certificates of completion for all training and exercises paid for by this grant.

### **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.

Initial \_\_\_\_\_ Date \_\_\_\_\_

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/THSSAA 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/THSSAA, the Sub-recipient shall furnish immediately to DPS/THSSAA 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/THSSAA, 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/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.

### **Indemnity**

AS PERMITTED BY LAW, SUB-RECIPIENT SHALL INDEMNIFY, DEFEND AND HOLD DPS/THSSAA 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/THSSAA. 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**

Modification. FEMA or the DPS/THSSAA may change the award document 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 the award.

Written Amendment. Alterations, additions or deletions to this Sub-recipient agreement's terms, such as changes to period of performance and award amounts, will be made through Grant Adjustment Notices generated by the DPS/THSSAA web-based grants management system and executed by the Parties.

Authority to Amend. During the period of this Sub-recipient agreement's performance DPS/THSSAA 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/THSSAA or FEMA in the form of Information Bulletins and Sub-recipient Manuals 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 the 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/THSSAA 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.

Initial \_\_\_\_\_ Date \_\_\_\_\_

## **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.

## **Other General Conditions**

**DUNS Number.** Sub-recipient confirms its Data Universal Numbering Systems Number (DUNS) is the number listed on the Sub-recipient agreement award. Data Universal Numbering System (DUNS) number means the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>.

**Central Contractor Registration and Universal Identifier Requirements.** Sub-recipient maintains that it has registered on [www.ccr.gov](http://www.ccr.gov), and entered DPS/THSSAA-required information. See SAA Information Bulletin. Sub-recipient will keep current, and then review and update the CCR information at least annually, at the beginning of each year. Sub-recipient will keep information current in Central Contractor Registration 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 will not make any subaward agreement or contract related to this award 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.

**Reporting Total Compensation of Sub-recipient Executives.** 2 CFR 170.320; see FEMA Information Bulletin 350; SAA Information Bulletin.

1. Applicability and what to report: Sub-recipient must report whether Sub-recipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 CFR 170.320. Sub-recipient must 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 must report, along with Sub-recipient's DUNS number, the names and total compensation (see 17 CFR 229.402(c)(2)) for each of the Sub-recipient's five most highly compensated executives for the preceding completed fiscal year.

2. Where and when to report. Sub-recipient must report executive total compensation at [www.ccr.gov](http://www.ccr.gov). By signing this agreement Sub-recipient is certifying that, if required, Sub-recipient's jurisdiction has already registered, entered the required information, and agrees to keep information in the Central Contractor Registration database current, and update the information at least annually at the beginning of September for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Sub-recipient agrees that it will not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.

**Contract Provisions.** All contracts executed under this award will contain the contract provisions listed under 44 CFR 13.37(b), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

**No Contracts with Debarred or Suspended Parties.** Prior to contracting with any vendor or subawardee, the Sub-recipient will determine whether the vendor/subawardee is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department and agency and will confirm the vendor/subawardee does not appear in the Excluded Parties List System, currently at [www.epls.gov/search.do](http://www.epls.gov/search.do).

**Direct Deposit.** Since September 1, 2011, Sub-recipient has either forwarded or is currently forwarding to DPS an updated direct deposit form 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 email feature which provides state of Texas payees with a one-business-day advance notice that a direct deposit payment has been sent to their financial institution. After receiving an APN, payees may securely access their payment details online.

**Points of Contacts.** Within 30 days of any change, Sub-recipient will enter, confirm, and/or correct the chief elected official, program, and/or financial points of contact in the DPS/THSSAA grant management system.

**Publications.** All publications produced as a result of this funding, which are submitted for publication in any magazine, journal, or trade paper shall carry the following: "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."

**Quarterly Performance Reports.** The sub-recipient will submit performance reports and progress reviews per DPS/THSSAA and/or FEMA's direction. Currently most reports are entered into the grants management system. For Homeland Security Grant Program, Emergency Operations Center Grant Program, Regional Catastrophic Preparedness Grant Program and Non-profit awards performance reports are currently due on each January 20, April 20, July 20 and October 20. The final report is to be filed the quarter after the end of Sub-recipients performance period. Failure to timely complete performance reports will result in the Sub-recipient being unable to request additional reimbursements/advances.

**Controlled Unclassified Information.** Some information and materials provided pursuant to or resulting from this Award may be export controlled, sensitive, for official use only or otherwise protected by law, executive order or regulation. The sub-recipient is responsible for compliance with all applicable laws and regulations.

Initial \_\_\_\_\_ Date \_\_\_\_\_

**Security Requirements.** Sub-recipients of this award shall use their own security procedures and protections to protect Sensitive Information received or distributed under this Award. The sub-recipient shall also establish procedures to provide reasonable assurance that no Sensitive Information will be developed or generated under this award. Such security procedures should include procedures (e.g., security check forms, type of background check/investigations performed (if necessary) and requirements for successful adjudication of the type of background check/investigations performed) to determine the suitability of sub-recipients' personnel requiring recurring access to government facilities or access to Sensitive Information provided under this award. A copy of the security procedures and any proposed Non-Disclosure Agreement for the sub-recipients' personnel shall be submitted to the DPS/THSSAA within two (2) weeks after signing this agreement. The sub-recipient will be notified of any concerns that may be identified once the security procedures are forwarded and reviewed by DHS.

**Sensitive Information.** Work under this award may involve access to Sensitive Information from the Federal Government. Therefore, the sub-recipient shall not disclose, orally or in writing, any Sensitive Information to any person unless authorized in writing by the DHS Grants Officer. Further, the sub-recipient shall ensure that Sensitive Information is protected in such a manner that it is safeguarded from public disclosure in compliance with local, state or Federal laws and with sub-recipient's security procedures. For those sub-recipient personnel authorized access to Sensitive Information, the sub-recipient must ensure that these persons receive training concerning the protection and disclosure of Sensitive Information both during and after the period of performance.

**Public Dissemination of Sensitive Information.** The sub-recipient will notify the DPS/THSSAA of any workshops, conferences, seminars or other public venues at least 100 days before presenting any potentially sensitive information regarding this project. No Sensitive Information may be presented by the sub-recipients' personnel without DPS/THSSAA and DHS Grants Officer's review and prior written approval.

**Security Concerns/Violations.** The sub-recipient shall inform the THSSAA's Deputy Assistant Director in writing within two (2) days of the 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, the sub-recipient will immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action.

**Site Visits.** The DHS and/or DPS/THSSAA, through authorized representatives, has the right, at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by the DHS on the premises of the sub-recipient, or a contractor under this Award, the 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.

**Use of DHS, DPS, and DPS/THSSAA Seals and Non-Endorsement.** The sub-recipient shall obtain the respective agency's prior written approval before using either agencies' seal. Funding of this Award does not equate to endorsement of use of funding agencies' seals.

Initial \_\_\_\_\_ Date \_\_\_\_\_

## Prohibited Activities

### 1) Trafficking In Person and Commercial Sex Act Prohibition

- a) Provisions applicable to a sub-recipient that is a private entity.
  - i) A sub-recipient and/or the sub-recipient's 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) DPS/THSSAA or FEMA 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 an 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 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 not a private entity.
  - i) THSSAA may unilaterally terminate this award, without penalty, if the sub-recipient:
    - (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 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 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) A Sub-recipient must inform the DPS/THSSAA immediately of any information it received from any source alleging a violation of a prohibition in paragraph a1 of this award term.
  - ii) DPS/THSSAA's right to terminate unilaterally 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 DPS/THSSAA under this award.
  - iii) Sub-recipient must include the requirements of 1a of this award term in any sub-award the sub-recipient makes 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 Sub-recipient 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 2 CFR 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) Classified Security Condition

- 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 Branch Program (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, 2008; 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 currently 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. DHS Office of Security ISPB contact information: Telephone: 202-447-5346, Email: D254AdministrativeSecurijidhs.gov, Mail: Department of Homeland Security, Office of the Chief Security Officer, ATTN: ASD/Industrial Security Program Branch, Washington, DC. 20528

Initial \_\_\_\_\_ Date \_\_\_\_\_

### **Operation Stonegarden (OPSG) Specific Condition**

The OPSG Sub-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 Operation 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 Productions (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 Program Directorate (GPD), Grant Development and Administrative Division (GD&A). Notification of release of programmatic hold will be sent by FEMA via email to the Texas Homeland Security State Administrative Agency (THSSAA) with a copy to OPSG Coordinator at CBP/BP HQ, Washington DC.

### **Emergency Operations Center Grant Program (EOCGP) Specific Condition**

The Sub-recipient is prohibited from obligating, expending or drawing down EOCGP funds provided through this award until the required budget and budget narrative are reviewed and approved by FEMA and an official notice has been issued from FEMA removing this special condition.

### **Regional Catastrophic Preparedness Grant Program (RCPGP) Specific Condition**

The Sub-recipient is prohibited from obligating or expending RCPGP funds provided through this award until the required budget and budget narrative are approved by FEMA and this condition is rescinded. In addition, the Sub-recipient is prohibited from obligating or expending RCPGP funds provided through this award until DHS/FEMA has provided signed approval of the project narrative and project plans to the Sub-recipient.

### **State Requirements for Grants**

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 Texas Government Code Chapter 783, Uniform Grant and Contract Management Code: State Administrative Agency Information Bulletins, currently available at [http://www.txdps.state.tx.us/director\\_staff/saa/information\\_bulletins.htm](http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm), Texas Uniform Grants Management Standards (UGMS) currently at [governor.state.tx.us/files/state-grants/?UGMS062004.doc](http://governor.state.tx.us/files/state-grants/?UGMS062004.doc); and the State Administrative Agency Sub-recipient Manual, currently available at [http://www.txdps.state.tx.us/director\\_staff/saa/documents/subrecipientManual.pdf](http://www.txdps.state.tx.us/director_staff/saa/documents/subrecipientManual.pdf). Sub-recipient(s) must, 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 the award, and the approved application.

The Sub-recipient will follow Texas General Appropriations Act, Art. IX, section 4.05 which requires conforming with:

- a) Texas General Appropriations Act, Art. IX, Parts 2 and 3 of the General Appropriations Act, except there is no requirement for increased salaries for local government employees;
- b) Texas Government Code section 556.004, 556.005, and 556.006 including not using any money or vehicle to support the candidacy of any person for office; not influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose; and not using grant funds to influence the passage or defeat of a legislative 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 section 2113.012 and 2113.101 including not using grant funds to compensate any employee who uses alcoholic beverages on active duty plus 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 requiring Sub-recipients to make every effort to attain key performance target levels associated with this grant award, including performance milestones, milestone time frames, and related performance reporting requirements; and
- e) General Appropriations Act, Art. IX, section 7.01, 7.02, and 7.03 and Texas Government Code § 2102.0091, including grants funds may only be expended if the Sub-recipient timely completes and files its reports.

***Please fill in the appropriate information and sign.***

Print Name of Authorized Official \_\_\_\_\_

Title \_\_\_\_\_

Sub-recipient Organization \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

Initial \_\_\_\_\_ Date \_\_\_\_\_

## EXHIBIT A

### ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

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. §§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) 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.
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."

Initial \_\_\_\_\_ Date \_\_\_\_\_

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this program.

***Please fill in the appropriate information and sign.***

Print Name of Authorized Official \_\_\_\_\_

Title \_\_\_\_\_

Sub-recipient Organization \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

Initial \_\_\_\_\_ Date \_\_\_\_\_

## 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. §§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 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) 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.).

Initial \_\_\_\_\_ Date \_\_\_\_\_

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 program.

***Please fill in the appropriate information and sign.***

Print Name of Authorized Official \_\_\_\_\_

Title \_\_\_\_\_

Sub-recipient Organization \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

Initial \_\_\_\_\_ Date \_\_\_\_\_

## Exhibit C

### Certifications

The undersigned, \_\_\_\_\_ (print), as the authorized official of \_\_\_\_\_ 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, of 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 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 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-recipients can access debarment information by going to [www.epls.gov](http://www.epls.gov) and the State Debarred Vendor List

[www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred](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; or

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. 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.

H. Sub-recipient agrees that it is not delinquent on any Federal debt.

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 program.

Initial \_\_\_\_\_ Date \_\_\_\_\_

J. Sub-recipient 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.***

Print Name of Authorized Official \_\_\_\_\_

Title \_\_\_\_\_

Sub-recipient Organization \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

Initial \_\_\_\_\_ Date \_\_\_\_\_

## EXHIBIT D

### State of Texas Assurances

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient

1. Will comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Must insure that all information collected, assembled, or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Must 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. Must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Will not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the subgrantee 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. Must comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code or must 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 subgrantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Will 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 local subrecipients 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. Must 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. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.
9. 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 and the Americans with Disabilities Act of 1990; (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 the application.
10. 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 subagreements.
11. Will 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. Will 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. Will 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. Will 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).

Initial \_\_\_\_\_ Date \_\_\_\_\_

15. Will 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. 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 (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. 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.

18. 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.).

19. 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.

20. 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 residential structures.

21. Will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

22. Will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Will comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. Certifies that is 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 are listed at <http://www.epls.gov>.

25. Must 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.***

Print Name of Authorized Official \_\_\_\_\_

Title \_\_\_\_\_

Sub-recipient Organization \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_ Date \_\_\_\_\_

Initial \_\_\_\_\_ Date \_\_\_\_\_



## Texas Department of Public Safety

### 2011 Sub-Recipient Award for El Paso County

#### 1. General Award Information

Reference/Encumbrance No:

Date of Award: November 17, 2011

Prepared By: Paynter, William

3. SAA Award Number: 11-SR 48141-01

#### 4. Sub-Recipient Name and Address

Judge Veronica Escobar  
El Paso County  
500 East San Antonio Street, #301  
El Paso, TX 79901

#### 5. Federal Grant Information

**Federal Grant Title:** Homeland Security Grant Program (HSGP)  
State Homeland Security Program(SHSP)

**Federal Grant Award Number:** EMW-2011-SS-00019

**Federal Granting Agency:** Department of Homeland Security FEMA  
Grant Programs Directorate

**Date Federal Grant Awarded to TxDPS:** October 7, 2011

**CFDA:** 97.067

#### 6. Award Amount and Grant Breakdowns

**SHSP**

**\$55,578.23**

#### Grant Period:

From:  
Sep 1, 2011

To:  
Aug 31, 2013

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

**7. Statutory Authority for Grant:** The Department of Defense and Full-Year Continuing Appropriations Act 2011 (Public Law 112-10), and Section 2003 of the Homeland Security Act of 2002, as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act, 6 U.S.C. 604.

**8. Method of Payment:** Primary method is reimbursement.

**9. 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/eplsearch.do>

#### 10. Agency Approvals

##### Approving TxDPS Official:

Machelle Pharr  
Deputy Assistant Director  
Texas Homeland Security  
State Administrative Agency  
Texas Department of Public Safety

##### Signature of TxDPS Official:

#### 11. Sub-Recipient Acceptance

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

Print name and title of Authorized Sub-Recipient official:

Signature of Sub-Recipient Official:

Enter Employer Identification Number (EIN) or  
Federal Tax Identification Number:

DUNS Number:

Date Signed :

**DUE DATE: January 5, 2012 Signed award and Direct Deposit Form must be returned to TxDPS on or before the due date.**

# 2011 TERMS AND CONDITIONS

## **Instructions:**

*The Sub-recipient must:*

1. Fill in the 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 information located on Page 4.
4. 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.
5. Return all documents to the DPS/THSSAA on or before 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 / 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." Furthermore, DPS/THSSAA 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 2011 Sub-recipient Agreement on or before the date provided in the transmittal letter and/or in the Sub-recipient Agreement Award.

Sub-recipient may not assign or transfer any interest in this Sub-recipient Agreement without the express, prior written consent of the DPS/THSSAA.

## **Overview and Performance Standards**

**All allocations and use of funds under this grant must be in accordance with the FY 2011 Grant Program Guidance 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 2011 Grant Program Guidance as binding.

**Standard of Performance.** The Sub-recipient shall perform all activities and projects entered into the DPS/THSSAA web-based grants management system which were approved by the THSSAA. 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**"
4. Assurance – From UGMS §\_\_\_.14 hereinafter referred to as "**Exhibit D**"

**Failure to Perform.** In the event the Sub-recipient fails to implement the project(s) entered into the DPS/THSSAA 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/THSSAA 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/THSSAA until repayment to DPS/THSSAA is made and any other compliance or audit finding is satisfactorily resolved. Failure to timely implement projects may reduce future funding in additional DHS/FEMA grant programs administered by the DPS/THSSAA.

## **DPS/THSSAA Obligations**

**Measure of Liability.** DPS/THSSAA 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/THSSAA 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/THSSAA under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the Sub-recipient Award.

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

**Excess Payments.** The Sub-recipient shall refund to DPS/THSSAA any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by DPS/THSSAA or that DPS/THSSAA determines has resulted in overpayment to the Sub-recipient or that DPS/THSSAA 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/THSSAA within thirty (30) days after DPS/THSSAA requests such refund.

Initial \_\_\_\_\_ Date \_\_\_\_\_

## **Suspension**

In the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, DPS/THSSAA 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/THSSAA's Right to Terminate.** DPS/THSSAA 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/THSSAA determines that the Sub-recipient has failed to comply with any of this Sub-recipient Agreement's terms. DPS/THSSAA 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 may 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.

## **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, state or local entities, 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/THSSAA or its authorized representative reserves the right to perform periodic desk/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/THSSAA 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). 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.

**Right to Audit.** 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/THSSAA, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit DPS/THSSAA 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/THSSAA 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/THSSAA 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/THSSAA 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-recipient government jurisdictions 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 government jurisdiction's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

Initial \_\_\_\_\_ Date \_\_\_\_\_

B. Projects identified 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 the grant. Sub-recipient will submit its project plans, narrative and budget to DPS/THSSAA and FEMA (if required) for approval prior to expending or requesting advances of any funds for this award. 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.

C. During the performance period, the Sub-recipient must be a registered user of the Texas Regional Response Network (TRRN) (or other response asset inventory management system specified by DPS/THSSAA) and must 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.

D. 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 DPS/THSSAA.

E. Regional Planning Commissions/Council of Governments (COGs) will follow guidelines listed in the DPS/THSSAA FY2011 COG Statement of Work.

F. 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. The sub-recipient agrees to consult with DPS/THSSAA 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/THSSAA 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 award modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, DPS/THSSAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 days of receiving the GAN.

C. At the completion of the sub-recipient's performance period, DPS/THSSAA 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/THSSAA is contingent upon funding allocation approval by the governing board.

B. Notwithstanding any other agreement provisions, the parties hereto understand and agree that DPS/THSSAA's obligations under this agreement are contingent upon the receipt of adequate funds to meet DPS/THSSAA's liabilities hereunder, except as required by HSGP grant. DPS/THSSAA shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the 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 or Loan Star, to the other party at its respective address set forth below or to a Point of Contact listed for the sub-recipient in the DPS/THSSAA Grants Management System.

| <b>DPS/THSSAA Contact Information</b>       |  | <b>Sub-Recipient Contact Information</b><br><b>(Please Fill-In Contact Information below)</b> |
|---|--|---|
| Deputy Assistant Director,                  |  | Name:   |
| Texas Homeland Security State Admin. Agency |  | Title:  |
| Texas Department of Public Safety           |  | Agency:   |
| P.O. Box 4087                               |  | Address:  |
| Austin, TX 78773-0220                       |  |   |

### **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).
3. 44 CFR Part 10, Environmental Considerations

Initial \_\_\_\_\_ Date \_\_\_\_\_

## **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. 48 CFR 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**

The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FY2011 Grant Program Guidance and application kit and supplemental resources, e.g., for Homeland Security Grant Program currently available at [http://www.fema.gov/txt/government/grant/2011/fy11\\_hsgp\\_kit.txt](http://www.fema.gov/txt/government/grant/2011/fy11_hsgp_kit.txt); for Regional Catastrophic Preparedness Grant Program, [http://www.fema.gov/txt/government/grant/2011/fy11\\_rcpgp\\_kit.txt](http://www.fema.gov/txt/government/grant/2011/fy11_rcpgp_kit.txt); for Emergency Operations Center Grant Program [http://www.fema.gov/txt/government/grant/2011/fy11\\_eoc\\_kit.txt](http://www.fema.gov/txt/government/grant/2011/fy11_eoc_kit.txt); and Nonprofit Security Grant Program, [http://www.fema.gov/txt/government/grant/2011/fy11\\_nsgp\\_kit.txt](http://www.fema.gov/txt/government/grant/2011/fy11_nsgp_kit.txt).

### **Lobbying Prohibited**

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.

### **Environmental Review**

The Sub-recipient, as soon as possible upon receiving their grant award, must provide information to DPS/THSSAA 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) 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 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. See FEMA Information Bulletin 329.

Recipient shall not undertake any written 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 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.

### **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, 44 CFR Section 13.42, UGMS § \_\_.42, and this Sub-recipient agreement. The 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 3 years after any real estate or equipment final disposition. The DHS or DPS/THSSAA may direct the sub-recipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.

**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/THSSAA, 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, Texas Government Code Chapter 552.

**Inclusion in Subcontracts.** The Sub-recipient shall include the substance of the Retention of Records and Access to Records sections in all subcontracts.

**After Action Reporting.** The Sub-recipient shall complete, deliver to the appropriate source, and retain copies of all after-action and certificates of completion for all training and exercises paid for by this grant.

### **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.

Initial \_\_\_\_\_ Date \_\_\_\_\_

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/THSSAA 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/THSSAA, the Sub-recipient shall furnish immediately to DPS/THSSAA 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/THSSAA, 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/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.

### **Indemnity**

AS PERMITTED BY LAW, SUB-RECIPIENT SHALL INDEMNIFY, DEFEND AND HOLD DPS/THSSAA 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/THSSAA. 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**

Modification. FEMA or the DPS/THSSAA may change the award document 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 the award.

Written Amendment. Alterations, additions or deletions to this Sub-recipient agreement's terms, such as changes to period of performance and award amounts, will be made through Grant Adjustment Notices generated by the DPS/THSSAA web-based grants management system and executed by the Parties.

Authority to Amend. During the period of this Sub-recipient agreement's performance DPS/THSSAA 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/THSSAA or FEMA in the form of Information Bulletins and Sub-recipient Manuals 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 the 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/THSSAA 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.

Initial \_\_\_\_\_ Date \_\_\_\_\_

## **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.

## **Other General Conditions**

**DUNS Number.** Sub-recipient confirms its Data Universal Numbering Systems Number (DUNS) is the number listed on the Sub-recipient agreement award. Data Universal Numbering System (DUNS) number means the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>.

**Central Contractor Registration and Universal Identifier Requirements.** Sub-recipient maintains that it has registered on [www.ccr.gov](http://www.ccr.gov), and entered DPS/THSSAA-required information. See SAA Information Bulletin. Sub-recipient will keep current, and then review and update the CCR information at least annually, at the beginning of each year. Sub-recipient will keep information current in Central Contractor Registration 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 will not make any subaward agreement or contract related to this award 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.

**Reporting Total Compensation of Sub-recipient Executives.** 2 CFR 170.320; see FEMA Information Bulletin 350; SAA Information Bulletin.

1. Applicability and what to report: Sub-recipient must report whether Sub-recipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 CFR 170.320. Sub-recipient must 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 must report, along with Sub-recipient's DUNS number, the names and total compensation (see 17 CFR 229.402(c)(2)) for each of the Sub-recipient's five most highly compensated executives for the preceding completed fiscal year.

2. Where and when to report. Sub-recipient must report executive total compensation at [www.ccr.gov](http://www.ccr.gov). By signing this agreement Sub-recipient is certifying that, if required, Sub-recipient's jurisdiction has already registered, entered the required information, and agrees to keep information in the Central Contractor Registration database current, and update the information at least annually at the beginning of September for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Sub-recipient agrees that it will not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.

**Contract Provisions.** All contracts executed under this award will contain the contract provisions listed under 44 CFR 13.37(b), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

**No Contracts with Debarred or Suspended Parties.** Prior to contracting with any vendor or subawardee, the Sub-recipient will determine whether the vendor/subawardee is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department and agency and will confirm the vendor/subawardee does not appear in the Excluded Parties List System, currently at [www.epls.gov/search.do](http://www.epls.gov/search.do).

**Direct Deposit.** Since September 1, 2011, Sub-recipient has either forwarded or is currently forwarding to DPS an updated direct deposit form 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 email feature which provides state of Texas payees with a one-business-day advance notice that a direct deposit payment has been sent to their financial institution. After receiving an APN, payees may securely access their payment details online.

**Points of Contacts.** Within 30 days of any change, Sub-recipient will enter, confirm, and/or correct the chief elected official, program, and/or financial points of contact in the DPS/THSSAA grant management system.

**Publications.** All publications produced as a result of this funding, which are submitted for publication in any magazine, journal, or trade paper shall carry the following: "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."

**Quarterly Performance Reports.** The sub-recipient will submit performance reports and progress reviews per DPS/THSSAA and/or FEMA's direction. Currently most reports are entered into the grants management system. For Homeland Security Grant Program, Emergency Operations Center Grant Program, Regional Catastrophic Preparedness Grant Program and Non-profit awards performance reports are currently due on each January 20, April 20, July 20 and October 20. The final report is to be filed the quarter after the end of Sub-recipients performance period. Failure to timely complete performance reports will result in the Sub-recipient being unable to request additional reimbursements/advances.

**Controlled Unclassified Information.** Some information and materials provided pursuant to or resulting from this Award may be export controlled, sensitive, for official use only or otherwise protected by law, executive order or regulation. The sub-recipient is responsible for compliance with all applicable laws and regulations.

Initial \_\_\_\_\_ Date \_\_\_\_\_

**Security Requirements.** Sub-recipients of this award shall use their own security procedures and protections to protect Sensitive Information received or distributed under this Award. The sub-recipient shall also establish procedures to provide reasonable assurance that no Sensitive Information will be developed or generated under this award. Such security procedures should include procedures (e.g., security check forms, type of background check/investigations performed (if necessary) and requirements for successful adjudication of the type of background check/investigations performed) to determine the suitability of sub-recipients' personnel requiring recurring access to government facilities or access to Sensitive Information provided under this award. A copy of the security procedures and any proposed Non-Disclosure Agreement for the sub-recipients' personnel shall be submitted to the DPS/THSSAA within two (2) weeks after signing this agreement. The sub-recipient will be notified of any concerns that may be identified once the security procedures are forwarded and reviewed by DHS.

**Sensitive Information.** Work under this award may involve access to Sensitive Information from the Federal Government. Therefore, the sub-recipient shall not disclose, orally or in writing, any Sensitive Information to any person unless authorized in writing by the DHS Grants Officer. Further, the sub-recipient shall ensure that Sensitive Information is protected in such a manner that it is safeguarded from public disclosure in compliance with local, state or Federal laws and with sub-recipient's security procedures. For those sub-recipient personnel authorized access to Sensitive Information, the sub-recipient must ensure that these persons receive training concerning the protection and disclosure of Sensitive Information both during and after the period of performance.

**Public Dissemination of Sensitive Information.** The sub-recipient will notify the DPS/THSSAA of any workshops, conferences, seminars or other public venues at least 100 days before presenting any potentially sensitive information regarding this project. No Sensitive Information may be presented by the sub-recipients' personnel without DPS/THSSAA and DHS Grants Officer's review and prior written approval.

**Security Concerns/Violations.** The sub-recipient shall inform the THSSAA's Deputy Assistant Director in writing within two (2) days of the 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, the sub-recipient will immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action.

**Site Visits.** The DHS and/or DPS/THSSAA, through authorized representatives, has the right, at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by the DHS on the premises of the sub-recipient, or a contractor under this Award, the 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.

**Use of DHS, DPS, and DPS/THSSAA Seals and Non-Endorsement.** The sub-recipient shall obtain the respective agency's prior written approval before using either agencies' seal. Funding of this Award does not equate to endorsement of use of funding agencies' seals.

Initial \_\_\_\_\_ Date \_\_\_\_\_

## Prohibited Activities

### 1) Trafficking In Person and Commercial Sex Act Prohibition

- a) Provisions applicable to a sub-recipient that is a private entity.
  - i) A sub-recipient and/or the sub-recipient's 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) DPS/THSSAA or FEMA 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 an 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 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 not a private entity.
  - i) THSSAA may unilaterally terminate this award, without penalty, if the sub-recipient:
    - (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 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 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.
  - ii) Sub-recipient must include the requirements of 1a of this award term in any sub-award the sub-recipient makes to a private entity.
- c) Provisions applicable to any recipient:
  - i) A Sub-recipient must inform the DPS/THSSAA immediately of any information it received from any source alleging a violation of a prohibition in paragraph a1 of this award term.
  - ii) DPS/THSSAA's right to terminate unilaterally 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 DPS/THSSAA under this award.
  - iii) Sub-recipient must include the requirements of 1a of this award term in any sub-award the sub-recipient makes 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 Sub-recipient 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 2 CFR 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) Classified Security Condition

- 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 Branch Program (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, 2008; 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 currently 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. DHS Office of Security ISPB contact information: Telephone: 202-447-5346, Email: D254AdministrativeSecurijidhs.gov, Mail: Department of Homeland Security, Office of the Chief Security Officer, ATTN: ASD/Industrial Security Program Branch, Washington, DC. 20528

Initial \_\_\_\_\_ Date \_\_\_\_\_

### **Operation Stonegarden (OPSG) Specific Condition**

The OPSG Sub-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 Operation 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 Productions (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 Program Directorate (GPD), Grant Development and Administrative Division (GD&A). Notification of release of programmatic hold will be sent by FEMA via email to the Texas Homeland Security State Administrative Agency (THSSAA) with a copy to OPSG Coordinator at CBP/BP HQ, Washington DC.

### **Emergency Operations Center Grant Program (EOCGP) Specific Condition**

The Sub-recipient is prohibited from obligating, expending or drawing down EOCGP funds provided through this award until the required budget and budget narrative are reviewed and approved by FEMA and an official notice has been issued from FEMA removing this special condition.

### **Regional Catastrophic Preparedness Grant Program (RCPGP) Specific Condition**

The Sub-recipient is prohibited from obligating or expending RCPGP funds provided through this award until the required budget and budget narrative are approved by FEMA and this condition is rescinded. In addition, the Sub-recipient is prohibited from obligating or expending RCPGP funds provided through this award until DHS/FEMA has provided signed approval of the project narrative and project plans to the Sub-recipient.

### **State Requirements for Grants**

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 Texas Government Code Chapter 783, Uniform Grant and Contract Management Code: State Administrative Agency Information Bulletins, currently available at [http://www.txdps.state.tx.us/director\\_staff/saa/information\\_bulletins.htm](http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm), Texas Uniform Grants Management Standards (UGMS) currently at [governor.state.tx.us/files/state-grants/?UGMS062004.doc](http://governor.state.tx.us/files/state-grants/?UGMS062004.doc); and the State Administrative Agency Sub-recipient Manual, currently available at [http://www.txdps.state.tx.us/director\\_staff/saa/documents/subrecipientManual.pdf](http://www.txdps.state.tx.us/director_staff/saa/documents/subrecipientManual.pdf). Sub-recipient(s) must, 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 the award, and the approved application.

The Sub-recipient will follow Texas General Appropriations Act, Art. IX, section 4.05 which requires conforming with:

- a) Texas General Appropriations Act, Art. IX, Parts 2 and 3 of the General Appropriations Act, except there is no requirement for increased salaries for local government employees;
- b) Texas Government Code section 556.004, 556.005, and 556.006 including not using any money or vehicle to support the candidacy of any person for office; not influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose; and not using grant funds to influence the passage or defeat of a legislative 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 section 2113.012 and 2113.101 including not using grant funds to compensate any employee who uses alcoholic beverages on active duty plus 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 requiring Sub-recipients to make every effort to attain key performance target levels associated with this grant award, including performance milestones, milestone time frames, and related performance reporting requirements; and
- e) General Appropriations Act, Art. IX, section 7.01, 7.02, and 7.03 and Texas Government Code § 2102.0091, including grants funds may only be expended if the Sub-recipient timely completes and files its reports.

***Please fill in the appropriate information and sign.***

Print Name of Authorized Official \_\_\_\_\_

Title \_\_\_\_\_

Sub-recipient Organization \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

Initial \_\_\_\_\_ Date \_\_\_\_\_

## EXHIBIT A

### ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

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. §§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) 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.
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."

Initial \_\_\_\_\_ Date \_\_\_\_\_

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this program.

***Please fill in the appropriate information and sign.***

Print Name of Authorized Official \_\_\_\_\_

Title \_\_\_\_\_

Sub-recipient Organization \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

Initial \_\_\_\_\_ Date \_\_\_\_\_

## 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. §§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 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) 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.).

Initial \_\_\_\_\_ Date \_\_\_\_\_

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 program.

***Please fill in the appropriate information and sign.***

Print Name of Authorized Official \_\_\_\_\_

Title \_\_\_\_\_

Sub-recipient Organization \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

Initial \_\_\_\_\_ Date \_\_\_\_\_

## Exhibit C

### Certifications

The undersigned, \_\_\_\_\_ (print), as the authorized official of \_\_\_\_\_ 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, of 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 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 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-recipients can access debarment information by going to [www.epls.gov](http://www.epls.gov) and the State Debarred Vendor List

[www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred](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; or

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. 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.

H. Sub-recipient agrees that it is not delinquent on any Federal debt.

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 program.

Initial \_\_\_\_\_ Date \_\_\_\_\_

J. Sub-recipient 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.***

Print Name of Authorized Official \_\_\_\_\_

Title \_\_\_\_\_

Sub-recipient Organization \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

Initial \_\_\_\_\_ Date \_\_\_\_\_

## EXHIBIT D

### State of Texas Assurances

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient

1. Will comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Must insure that all information collected, assembled, or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Must 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. Must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Will not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the subgrantee 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. Must comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code or must 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 subgrantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Will 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 local subrecipients 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. Must 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. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.
9. 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 and the Americans with Disabilities Act of 1990; (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 the application.
10. 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 subagreements.
11. Will 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. Will 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. Will 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. Will 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).

Initial \_\_\_\_\_ Date \_\_\_\_\_

15. Will 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. 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 (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. 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.

18. 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.).

19. 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.

20. 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 residential structures.

21. Will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

22. Will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Will comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. Certifies that is 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 are listed at <http://www.epls.gov>.

25. Must 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.***

Print Name of Authorized Official \_\_\_\_\_

Title \_\_\_\_\_

Sub-recipient Organization \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_ Date \_\_\_\_\_

Initial \_\_\_\_\_ Date \_\_\_\_\_



## ***First Responders Preparedness Planning Group***

**APRIL 6, 2011  
9:00 A.M. MST**

### **MINUTES**

| <b>Board Members Present:</b>   | <b>Ex-officio Members Present:</b>                                |
|---|---|
| Governor Frank Paiz, YDSP   | Ray Resendez, TDEM  |
| Bob Dickenson, EMC Hudspeth County                                    | Karl McElhaney, Chief of Staff, Texas 23rd Congressional District |
| Christine Leech, University Medical Center                            |   |
| Wanda Helgesen, Border RAC  |   |
|   |   |
| <b>Proxies Present:</b>   | <b>Others Present:</b>  |
| Marco Spalloni, El Paso Police Department                             | Mayor John Cook, City of El Paso                                  |
| Carlos Carmona, El Paso Fire Department                               | Carlos Enriquez, Anthony Police Department                        |
| Guadalupe Kelly, Hudspeth County for Judge Becky Dean-Walker          | Maria Orona, City Corps Council of El Paso                        |
| Tom Santry, EMC, Brewster County for Judge Val Beard                  | Frank Ordaz, Anthony Police Department                            |
| Steve Cordova, Office of Emergency Management for Chief Ralph Johnson | Woody Irving, Bureau of Reclamation                               |
| Omar Chavez, El Paso County Sheriff's Office                          | Josh Garcia, YDSP/OEM   |
| Pete Hensgen, UTEP PD   | Bill Brown, Border RAC  |
| Miguel Rico, El Paso County Judge Escobar                             |   |
| Efrain Hinojos, Culberson County for Judge Urias                      | <b>Staff Present:</b>   |
|   | Annette Gutierrez, Executive Director RGCOG                       |
|   | Michael Ada, Director   |
|   | Marisa Quintanilla, Director                                      |
|   | Ralph Mitchell, Emergency Communications                          |
|   | Grace Munoz, Emergency Preparedness                               |
|   |   |

#### **CALL MEETING TO ORDER**

Mayor John Cook called the meeting to order at 9:00 A.M. (MST).

## **WELCOME AND INTRODUCTIONS**

Mayor Cook welcomed all in attendance and asked each one to introduce themselves and their respective organizations.

## **APPROVAL OF MINUTES FROM THE PREVIOUS MEETING HELD DECEMBER 16, 2010**

Mayor Cook called for a motion to approve the previous Minutes from the October 21, 2010 meeting. Mr. Pete Hensgen requested correction under the Board Members Present section to read as follows: Pete Hensgen, proxy for Chief Walsh. Motion was made to approve the October 21, 2010 Minutes by Mr. Pete Hensgen and seconded by Chief Carlos Carmona. The motion carried unanimously.

### **1. FY11 Homeland Security Grant Program Update**

Mr. Ada began by reviewing a letter from the Texas Department of Public Safety. This letter outlines the basic guidance for the FY11 Homeland Security Grant program which is the award that the jurisdictions receive and distribute throughout the region.

Mr. Ada said the SAA wanted to highlight the priorities. In order to distribute the funds, the region has to determine the priority measures that are going to be funded in the next fiscal year. Currently, everyone is working on FY09 and FY10 funds which have already been awarded.

The Homeland Security Grant Program priorities for FY 2010 as designated by DHS are as follows:

1. Guarding against Terrorism
2. Securing our Borders
3. Enforcing our Immigration Laws
4. Improving Readiness for, Response to and Recovery from Disasters

Mr. Ada explained that the SAA wants municipalities, counties, regions and states to align with the national and DHS priorities.

In addition, the letter stated eight overarching national priorities that continue on a yearly basis and do not change. They include the following:

1. Expand Regional Collaboration
2. Implement the National Incident Management System (NIMS) and National Response Framework
3. Implement National Infrastructure Protection Plan
4. Strengthen Information Sharing and Collaboration Capabilities (fusion centers)
5. Strengthen Interoperable and Operable Communication Capabilities
6. Strengthen CBRNE Detection, Response and Decontamination Capabilities
7. Strengthen Medical Surge and Mass Prophylaxis Capabilities
8. Community Preparedness strengthening Planning and Citizen Capabilities (Citizen Corps program, and other volunteer initiatives that the region uses)

Another item addressed in the letter, is the continued requirement that 25% of any award distributed to a state or region be utilized for law enforcement/terrorism prevention activities. The SAA takes the 25% of the total award at the start; thus, the 25% will come down as a separate award to be distributed to law enforcement agencies throughout the region.

The following are the priorities for Texas according the last Homeland Security Strategic Plan for the State of Texas which lasts until 2015 and will encompass what the region will receive for FY 2011:

- Planning
- Communication
- Intelligence & Information Sharing
- Health and Medical
- Risk Management/Critical Infrastructure
- Emergency Response
- Command, Control & Coordination
- Border Security

The last major suggestion from the letter is that the allocations within regions be made according to risk. The SAA will not be providing a formula as previously indicated at the December meeting.

Risk is defined as the product of three principal variables (multiply threat by vulnerability by consequence):

- Threat – the likelihood of an attack occurring
- Vulnerability – the relative exposure to an attack
- Consequence – the expected impact of an attack

Mr. Ada reminded the group that this is all of the guidance provided leaving it in the hands of each regional advisory committee to decide how to distribute funds within their own region.

The funds must be applied for from SAA as a region through a web based process. More detailed information will be required for the IJs. They now want to know ahead of time what the AEL codes will be instead of after awards are made, i.e. what equipment a jurisdiction wants to purchase, the milestones leading up to the implementation of the purchase and set up of the equipment. In other words, the SAA wants the planning done prior to the actual award. So, Mr. Ada said the planning group needs to meet again before the application is submitted to review the IJs and ensure that the items that jurisdictions wish to purchase are adequately represented in the IJs.

Lt. Steve Cordova told the group that they can look at the UASI Strategic Plan for the urban area to determine what type of projects to use for IJs. Mr. Ada added

The group was given a form titled FY 2011 HSGP Investment Justification Outline which was provided by DHS to the state in draft format. The SAA guidance is to utilize the FY 2010 funding as a baseline for planning purposes. In other words, use FY10 amounts to forward plan for FY11 in determining what the IJs will be, the AEL codes, the focus and

priorities for the region. If projects are ongoing, the jurisdictions will have to determine if they will complete them.

## **2. FY 11 Eligibility Requirements**

Ms. Quintanilla stated that the same letter discusses eligibility requirements which are the same every year. The group was reminded to make sure their emergency plans and annexes are up to date.

Most jurisdictions are under the intermediate level with the exception of the City/County of El Paso who is in the advanced level. Mr. Mitchell provided profiles so the group could see what needs to happen with their plan. Mr. Resendez was available to assist with any questions so the annexes can be submitted on time.

Every jurisdiction was reminded to look at their first responders and make sure what level of NIMS each has completed and enter the information into the NIMSCAST system and then roll it into the COG and the COG will then roll it into the state. This is usually accomplished by the end of September. She recommended that the jurisdictions have a policy (time schedule) in place for new first responders to be signed up on NIMS. NIMS 300 and NIMS 400 are classroom settings. The El Paso Fire Department is having sessions at the academy as well as the Sheriff's Office. Mr. Resendez can travel to the region and facilitate trainings also. Newly elected officials also have to make sure they are NIMS compliant. NIMS 100, 200, 700 and 800 can be done online.

The group was asked to submit their equipment lists of over \$5,000 on to the TRRN (Texas Regional Response Network). Smaller jurisdictions were encouraged to send their list to the COG and the COG would enter it on the system as soon as possible. Usually this data is required by the summer, but Ms. Quintanilla said that as soon as she was notified of a date, she would notify the group.

Ms. Quintanilla reported on some new information from the SAA. From 2008 onward if a jurisdiction submitted a reimbursement request for items or expenditures showed as a hardship, now they must show proof of payment to the vendor by cancelled check, etc. In the past, the state would reimburse those funds without proof of payment. Additionally, each jurisdiction must upload the documentation to the Texas DPA website. Ms. Quintanilla attached a list of the items for every jurisdiction that requested hardship letters as of March 25, 2011 to their jurisdictional profile.

Ms. Gutierrez added that when the SAA met with the COG in December, they indicated there would be some items they want to implement and she stated that the reason the region will see some radical changes, from what they have been in years past, is because of the SAA's audit by the federal government.

Mr. Ada said that the Texas Division of Emergency Management Plans and Policy Unit is available to provide workshops for any jurisdictions that are having issues with any level of planning, basic, intermediate or advanced. Once a jurisdiction informs the COG of this need, the COG will get a technical assistance workshop arranged. Mr. Ada invited anyone that is struggling to get annexes finished for the intermediate level to let the COG know and they will get a technical workshop set up.

### **3. State Administrative Agency Regional Monitoring Program**

Mr. Ada highlighted a few slides from a 47-slide presentation from the SAA called the COG Monitoring Program. As of the last meeting the COG had with the SAA, the COG is not going to initiate the COG monitoring program of its member jurisdictions.

Though the RGCOG does support the monitoring program; the COGs did identify some issues involving this program as it was presented. For one thing, it is an unfunded mandate. They were requiring COGs go all the way back to the 2004 State Homeland Security Grant Program funds and monitor the membership on everything from 2004 to present which would require an extra two full-time employees on top of staff. They have their own monitoring compliance system in the DEM as well as the SAA. They are trying to expand their capacity to effectively monitor all the programs in the state according to the OIG; however, this is supposed to be accomplished in the next 12 months, and the COG(s) does not have the staff to do it.

Ms. Quintanilla added that most of the jurisdictions have already had a monitoring session from the SAA from pre 2004 to 2007, 2008 and this would thus be a duplication of effort. When the COG receives more information from the SAA and DEM, the COG will inform membership. Mr. Ada said the goal is to make it not a monitoring program, but a technical assistance program.

Lt. Cordova asked if they were thinking about changing the dollar amount since a jurisdiction is only monitored when they are awarded more than \$500,000. According to the new guidance provided by the SAA, it is for every single grant source. The COG would only be responsible for SHSP and SHSP/LETPA. The SAA says that a jurisdiction should prioritize according to amount and risk; therefore, the ones that would be monitored for SHSP would be the City of El Paso and the County of El Paso

### **4. RGCOG Regional Emergency Operations Plan**

UASI has its own strategic plan which focuses just on the geographic area controlled by UASI. Currently, the COG has the Hazard Mitigation Action Plan for the entire region which will be updated over the course of the next two years. The Regional Emergency Operations Strategic Plan is run on the compilation of each individual jurisdiction's Emergency Operations Plan. There is no consolidated document which is known as the RGCOG Regional Emergency Operations Strategic Plan. In 2005 the Governors Division of Emergency Management entered into an agreement with TEEX NERRTC out of Texas A&M to develop regional response plans for the state of Texas which was to encompass all twenty-four Councils of Government, but El Paso never benefited from that program.

Chief Ralph Johnson suggested at the last meeting that it is time to put such a plan together because it is a key component to determine the region's priorities, how to spend the funds and how to effectively prepare, not only as individual communities, but as an entire region. Lt. Cordova said that they have a UASI strategic plan updated in draft form, but it has not been submitted to the DHS. Mr. Ada added that this will be a critical component in developing the overall regional plan since the two have to dovetail.

Mr. Ada read an example of a Regional Emergency Operations Plan from someone who was a recipient of assistance from TEEX NERRTC of Texas A&M which reads as follows:

- Describes a coordinated system for requesting, locating, and mobilizing local government resources in response to an emergency situation affecting any county in the region
- In the event of a catastrophic incident affecting much or all of the region, this plan addresses mobilization of all available local government resources in the region and coordinating deployment of those resources within the first few critical hours before substantial state, federal, or distant local resources can arrive.

In summary, Mr. Ada stated that the basis for this plan is what the local governments in this region are going to do in the event of a catastrophic incident that would inundate all of the resources in the region.

##### **5. El Paso County Citizen Corps Council Report:**

Ms. Maria Orona, Ready El Paso Coordinator for the city, presented this report. Last quarter El Paso Citizen Corps Council and Ready El Paso Initiative trained over 113 CERT Ready volunteers and contributed 10,779 volunteer hours which totaled 55,580 hours' worth of volunteer time. They assisted with training in Fort Hancock and Canutillo. The outreach volunteer events included the Winter Storm which contributed 52 volunteer hours which is a total of 245 total hours for the Winter Storm. They had 14 CERT volunteers assist the El Paso Marathon Home Safety Initiative program. And they just incorporated the Remembering When Train-the-Trainer course for CERT which will be assisting senior citizens for fire and fault prevention. They held the After Action Report with the El Paso Marathon and they will be volunteering for the Día de los Niños.

To date, there are 277 CERT Ready volunteers, 85 have taken the CERT reserve, so they will just take additional training every six months; 192 have become Ready Teams which means they have taken additional training aside from the CERT. In addition, their future training collaboration will be with Three Latter Day Saints which means over 3,000 volunteers who will take the training.

The 2010 the El Paso County Citizen Corps did not receive any of the Citizen Corps funding so some in the group wanted to know what steps will be taken for 2011 to see if the El Paso County Citizen Corps will receive any Citizen Corps funding which now is allotted to the Rio Grande Citizen Corps Council.

Mr. Ada explained that at the last meeting, the group made a decision to split the 2010 funding between two major projects - one for training Community Emergency Response Teams region wide and the Ready El Paso application for two Community Emergency Response Team trailers – one awarded to the Village of Vinton and the other to the Clint Police Department.

That application process was the first time the COG put the regional Citizen Corps dollars on the table for the group to determine how they wanted to spend the funds. Once Citizen Corps funds are awarded and distributed, unlike HSGP funds they are spent within the year.

Ready El Paso is working on the quotes for the two trailers so they should be deployed by the end of this summer.

The question was raised as to whether Ready El Paso Citizen Corps and Ysleta del Sur Pueblo will receive their own sub-recipient agreement from Citizen Corps money.

Mr. Ada told the group that it would be their decision because they are in control of everything that falls under HSGP; and, if the group wants to make that suggestion to the Board of Directors, staff would present the information.

Mr. Ada did suggest that the committee make Citizen Corps funding part of the IJ section and apply together because very strong Citizen Corps programs exist in the state of Texas and seeking these dollars will be highly competitive. He said that once the funding is received, then the committee can determine how the funding will be distributed. The state has indicated that as part of the FY11 package, they will be using a direct application for Citizen Corps dollars.

#### **6. YDSP Citizen Corps Council Report**

Mr. Josh Garcia, Emergency Management Coordinator for the tribe and the POC for YDSP Citizen Corps, presented this report. The Pueblo decided with the national initiatives this year to register and re-register all the CERTs and Citizen Corps Councils and that they revamp the operation they had with Citizen Corps and CERT. They made the decision to register their Citizen Corps Council. Prior to February, they did not have their own Citizen Corps Council.

Their Council's mission is to foster collaboration between tribal governmental leaders from all sections of Pueblo life and to develop goals and strategies for community resilience tailored to specific tribal community vulnerabilities and the Pueblo population. He expressed the willingness to collaborate with the other two Citizen Corps Councils in the area. The only sub-program the tribe has is CERT. Their CERT program was also registered. Their basic CERT training program is open to neighboring communities and they are active in supporting preparedness in the region and have been known to share their resources with communities in east El Paso County that are interested in starting a CERT programs.

In addition, the tribe received an AmeriCorps grant and they placed an AmeriCorps member to head the program. They have made flyers to promote their training. They are ready to start an aggressive training campaign on a quarterly basis. The second training is scheduled for April. Mr. Garcia said that this weekend at the Pueblo, the Department of Health and Human Services is doing child abuse prevention month awareness activity for the community. They collaborated with them to promote some citizen preparedness and recruit for the CERT training and even contributed some funding by purchasing some Disaster Go kits for the households represented at the activity.

CERT training will be April 23, 2011 and the following three Saturdays.

## **7. Rio Grande Citizen Corps Council Report**

The Rio Grande Council of Governments Citizen Corps Council re-registered their Citizen Corps Council on the national register and the new title is Rio Grande Citizen Corps Council. From the inception of this program, it has focused on the Community Emergency Response Teams.

A new strategic plan was developed for CERT teams. The new goal is to provide Citizen Corps Council and CERT training region wide. Previously, the program focused within El Paso County under the UASI initiative. Since UASI have taken over everything within the city of El Paso and some of the outlying areas, that allows the Rio Grande CCP to focus our efforts on communities outside, which is difficult for the two Citizen Corps Councils that exist within the city limits to reach. Naturally, the program will work closely with training partners such as the El Paso Police Department, El Paso Fire Department, Ready El Paso, YSDP, and UTEP and other partners that will be added.

The program will monitor CERT supplies to ensure their availability for training. The Rio Grande CCP will be the logistics point. For example, it will be more expedient for the Rio Grande CCP to purchase Neighborhood Watch signs than to wait for City Council to approve the purchase and then proceed with the job that needs to be done.

The Rio Grande Citizen Corps Council will host a Train-the-Trainer course in El Paso and be aware of when other trainings are available and post the information. Ready El Paso held pilot trainings in Fort Hancock and Canutillo which was the first time training was held in a county outside of El Paso County and the Rio Grande CCP helped support it with some equipment and manuals.

Mr. Ada explained the group that the Texas Citizen Corps Annual Conference is the premier conference for the state of Texas. It is not just based on Citizen Corps, but the conference focuses on all voluntary organizations active in disasters. The partnership between VOAD and the Citizen Corps program provides training opportunities for those who manage and administer the program.

Mr. Ada said that the following measures identified in October for FY11 were all met and surpassed:

- ✓ Provide at least two trainings for three quarters of FY 2011
- ✓ Purchase CERT supplies no later than end of first quarter in order to ensure their availability for training
- ✓ Send at least two individuals to CERT Master Instructor Course (G-517)
- ✓ Host a Train-the-Trainer (G-417) course with at least 15 attendees

The Rio Grande CCP vision is to create a safe, secure, and resilient region. Its mission is to create a region wide volunteer corps and increase individual preparedness through education, training, exercises, and volunteer opportunities. Mr. Ada explained the reason the state and the national CCP did not use the term region wide Citizen Corps and used the term "volunteer" corps is because they feel that with organizations such as the Red Cross and Ready El Paso, there needs to be more emphasis on just volunteer programs with a focus on community and individual preparedness. They do not want to sideline any organization that does not want to participate in CERT.

The new strategic goals were outlined as follow:

- Proliferate all 5 Citizen Corps Programs region wide (Neighborhood Watch, Volunteers in Police Service, Medical Reserve Corps, Fire Corps and CERT)
- Increase resident awareness of basic preparedness concepts through a region wide preparedness campaign
- Develop a region wide culture of preparedness through partnerships with public, private, and educational institutions

## **8. Regional Exercises**

Ms. Quintanilla addressed this item. She said they had not received any requests from any jurisdictions for a Table Top or full scale exercise. However, since TEEX scaled back so much due to funding cuts, the jurisdictions will have to depend on the RLO for support for the regional exercises. Mr. Resendez said that he is working with some federal agencies that meet once a month. They want to put together a training schedule and an exercise schedule and start designing multi-jurisdictional exercises from Doña Ana County to Presidio. Further, he said that multi-levels of government and multi jurisdictions will be able to start working together to have large exercises.

## **9. Emergency Alert System**

Mr. Ray Resendez, regional liaison officer with TDEM, discussed this item with the group. Right before and during the winter storm there was an issue with the emergency alert system. As emergency responders, if there is an emergency, they need to notify the public. Captain Webster and Mr. Resendez researched the problem and found that Area 20 on the EAS plan which covers Hudspeth County, El Paso County and six counties in southern New Mexico should be the first problem to address. They found that part of the problem was the chairman of the EAS committee. He is no longer the chairman.

They brought together all the different stakeholders and it was agreed to create a committee to run the EAS for this region. The committee will consist of eight members - one member from each county, one member from National Weather Service, one member from NASA. The advisory committee consists of one member from White Sands Missile Range, one member from Ft. Bliss, one from Holloman, four from the radio stations, five from the TV stations, one from Time Warner Cable, one from Comcast cable and a member from the Department of Homeland Security. Mr. Resendez invited the committee to recommend anyone else that they felt should be represented on this committee. The committee has to look at the plan already in place that was last updated in 1997. It is very outdated and needs to be updated. The committee also agreed to have co-chairmen. The co-chairmen are Brad Dubow, General Manager of KLAQ and Michael Villa, EMC from Dona Ana County. The idea is to have fair representation and communication since two states are involved.

For the present, a temporary plan is being set up as to how to activate the EAS. Emergency Management will have the numbers to call; they, in turn, will determine who can make those calls how they can call, when to call, etc.. Mr. Resendez said they are using plans from out the state to see how this will work so they can develop a solid plan.

A question was raised about how reverse 911 works. Mr. Resendez said that the EAS is the initial punch. When a serious situation is happening and the public is notified through all of the TV and radio stations, then the reverse 911 and all other systems in place take over. The plan is supposed to be completed by September of 2011; however, Mr. Resendez expects it to be completed sooner in order to be ready for the President of the United States nationwide test of the EAS in case of a national emergency.

Chief Ralph Johnson will communicate with the jurisdictions regarding who will represent the committee, and negotiate with broadcasters as to how the plan should work. It was noted that Hudspeth County and El Paso fall under the eight county plan, but Culberson County falls under the Alpine plan and Mr. Resendez said he would have to check on the status of that plan as well.

#### **10. Bureau of Reclamation – Flood Hazard Update & Communication Gap Brief**

Mr. Woody Irving, U.S. Department of the Interior, Bureau of Reclamation, briefed the group on this item. The Bureau of Reclamation owns and operates Elephant Butte and Caballo dams.

He showed by way of a slide, the flooding that occurred in 2006 which caused a lot of problems in El Paso. The flood waters that the Bureau of Reclamation was concerned with were confined to the river. The flow in the river was around 10,000-11,000 cfs. This was the maximum capacity of the levee. The functional exercise in the fall of 2010 was to show what would happen if they had to do a high-volume release from the Caballo reservoir. Instead of 10,000 cfs coming down the river, it would be 30,000 cfs coming down the river which would impact downtown El Paso and the depth of the water would be 12 feet above the normal level. At the Western Refinery, the water level would be 5 feet above the normal river level and this would also impact Juarez.

Another slide showed the extent of the flooding if Elephant Butte dam failed. Southern Pacific railroad yard would flood; the water level would be 50 feet higher than what is normal.

During the 2006 storm situation, Mr. Irving said he was afraid of losing all forms of communication, landline and cell. He, therefore, requested assistance from the RGCOC. Before cell phones, they had a radio repeater on the Franklin Mountains; however, now they only use cell phones and landline phones.

Lt. Cordova said they had looked at getting the Bureau of Reclamation on the RGCOC region's emergency radio systems so they could have access; however, since they are a federal agency and in a different state, the idea has not been acted upon.

Mr. Ada said that perhaps the RGCOC could write a letter to the Bureau of Reclamation or do something as a governmental entity to help support their need since this is an interoperable communications issue that is tied to the COG region as well as parts of New Mexico and Juarez. In addition, the **IBWC** and other partner entities on the federal/international side need to be involved. He suggested that a simple solution may be to provide them a handheld or base station.

Mayor Cook said that it would be necessary to identify the technology and cost and determine who would take the responsibility by perhaps working through the

congressman's office along with the congressman's office in New Mexico. Mr. Ada mentioned that the COG is working with RCC Consultants for an assessment of the entire region. This issue could be made part of the initial assessment in terms of what the region's capabilities are as well as identify this as a gap in the report and have it written in the report.

Also, Ms. Quintanilla suggested that a state-to-state IJ could be made that would identify the gaps in Doña Ana, Sunland Park and Las Cruces. She said the COG needed support from the group and elected officials to move forward. Officer Chavez of the EPFD offered to assist with equipment as they did with the city of Sunland Park.

Mr. Irving told the group that funding may not be an issue with the Bureau of Reclamation; but, whatever they receive in the way of assistance is to ensure that they can communicate up and down the river from the dam with first responders in El Paso.

Lt. Cordova recommended that our communication experts talk with their communication experts to identify the specific needs. Mayor Cook told Mr. Irving that if the EPFD or the Congressman's office could not assist because of funding, he should come back to the group with that information.

Mr. Karl McElhaney of Congressman Reyes' office stated that the total risk assessment should be determined by the agencies involved as well as who will assume responsibility at the other end once a call does go out.

#### **11. Quarterly Jurisdictional Progress Reports**

Mr. Ada reviewed the reporting periods for all of the jurisdictions currently in receipt of HSGP dollars as indicated below.

| <b>REPORTING PERIOD</b> | <b>DUE NO LATER THAN</b> |
|-------------------------|--------------------------|
| January 1 - March 31    | April 20, 2011           |
| April 1 – June 30       | July 20, 2011            |
| July 1 – September 30   | October 20, 2011         |

He told the group that when they enter the SPARS system under system messages, the report will pop up once the SAA releases it on the system.

Ms. Quintanilla reminded the group to indicate the milestones from 2008 on, such as if three quotes have been secured or if the procurement process is started, etc. Any milestone for that item must be populated in the report. Because of the OIG audit, now each jurisdiction to the local level are responsible for showing some type of milestones are identified for the project. Mr. Ada offered to provide anyone a digital copy of a presentation or access on the website from the SAA on how to develop milestones for those who need assistance.

#### **12. RICP Round 2 Update**

Mr. Ralph Mitchell said RRC Consultants will be listing the inventory of the equipment currently in the region, which is the region's capability, the channels and frequencies that the region is working on, etc. Then they will prepare a budget that will cover a four year period which basically indicates that if the region spends a certain amount of dollars over

4 years, the entire region will be at P25. The initial assessment is that the region is 70-75% P25 compliant at this time. A sample of the paperwork describing the above was provided.

Another task RRC Consultants will process is a schematic that show the locations of towers, where they should be moved, if they should be moved, and what size tower needs to go up if one needs to go up to provide the best coverage for the region. A standard sheet has been put out by Mike Simpson, the State Communications Coordinator that indicates that a 75' tower is \$75,000, a 200' tower is \$200,000, a 300' tower is \$400,000. He also gave standard prices for communication equipment. The reason for this is when they receive the numbers at state, if everyone is working with the same figures, it will give them a decent picture idea of how much they will actually need. Currently, Mr. Mitchell says the figure ranges between \$800,000,000 and \$860,000 to bring everybody on line as far as the P25 concept is concerned and to create the interoperability.

Another issue Mr. Mitchell said would affect the region is the narrowbanding of the communications equipment. Currently the region is working in a band that is 25 MHz. The FCC has mandated that the region will move down to 12.5 MHz. In that 12.5 MHz, the FCC says there will be additional channels and more frequencies available. However, there are two key dates to notice. As of **January 1, 2011** of this year, a communications person cannot sell a radio that operates on 25 MHz; therefore, everyone should check to make sure they are being sold the proper radio. They all have to be in the 12.5 MHz to 6.5 MHz band width. Narrowbanding has to be completed by **January 1, 2013**. **After** that date, if someone attempts to use their radio, it probably will not work. If it does work, the agency will be subject to fines, losing their license or not be able to communicate at all.

Mr. Mitchell informed the group that it looks like narrowbanding will be going down to 6.5 MHz in 2017 for everyone. El Paso and everyone along the border of Mexico has an exception right now because the state department and FCC are in negotiation about the 700 band to try to get everyone off of it. It may take two years or so before an agreement can be signed with Mexico to get them off of the 700 band and go to the 800 band. The narrowbanding does not change the frequency, it just means going to a smaller band.

A document was provided with detailed explanation about how a jurisdiction can complete its own narrowbanding. According to FCC, first responder agencies, (Fire Department, Police Department, Sheriff's Department, and Medical) do not have to pay to go to narrow band. Mr. Mitchell also gave the group a letter from an individual that works for TxDOT who has offered to process all the paperwork on narrowbanding at \$25 per frequency. In addition, he said that Mr. Frank Mendez of the City of El Paso knows how to do the work on narrowbanding and he may be contacted.

Mr. Mitchell discussed the importance of the Regional Communications Interoperable SOP. He explained that If any jurisdiction is calling for assistance from another county, that county can go to the SOP (which is the same for everybody in the state), and find the frequency the jurisdiction is operating on, contact the communications section and monitor what is happening while they are coming to the jurisdiction's assistance.

### **13. Next RGCOG Board of Director's Meeting**

The next Board meeting is scheduled for April 15, 2011. The details of that meeting can be found on the RGCOG website: [www.riocog.org](http://www.riocog.org).

### **14. FY11 Regional Investment Justifications-request for approval to develop draft Investment Justifications**

Mr. Ada informed the group that it was time to develop priorities for the region as well as some ideas for IJs to submit to the SAA to receive the region's funds. He said the RGCOG's primary focus is on IJs that will have a region-wide impact.

The RGCOG's recommendations are the following:

**a. *Regional Asset Management Tool:***

This system would allow any jurisdiction within the region not only to maintain the information for all of their assets purchased through HSGP dollars, but also assets purchased by individual departments; a tracking system that would assist with the monitoring program from OIG through their audit of the SAA that would assist with future IJs to identify where the gaps may exist (what items missing in a region) and provide the capability to track where things are in the region in case of mutual aid (what assets are on hand in any given jurisdiction, etc.)

**b. *Regional Community Emergency Response Team (CERT) Coordinator:***

This IJ was discussed at the UASI Community Preparedness Committee Meeting. The UASI currently has only one Citizen Corps Coordinator, Maria Corona. She is not just the CERT Coordinator. To assist her in further proliferating CERT, is to help fund one position that would work region wide to help provide the training which would free up individuals from the EPFD and EPPD who have been providing training.

**c. *Regional Preparedness Campaign***

This would focus on developing the culture of preparedness through all forms of media region wide.

**d. *Adobe Connect-Regional Webinar Capability***

Regional Webinar Capability will increase the ability for all partners to maximize attendance and participation in planning meetings without having to travel great distances.

**e. *Multi-state Interoperable Communications***

This multi-state IJ is designed to focus on just interoperable communications or it could be a multi-state planning IJ.

**f. *MACC***

The multi-agency coordination center was addressed in the December meeting. If this entity is to operate in the region, there will be a need for some funding.

**g. *Additional***

No additional IJs or priorities were identified by the committee.

Mayor Cook asked for a motion for approval to develop the draft IJs. Mr. Pete Hensgen made a motion to accept the draft IJs of the RGCOG to include a call to the jurisdictions of their ongoing projects. The motion was seconded by Lt. Steve Cordova. The motion carried unanimously.

### **15. Swept and Additional Homeland Security Grant Program Funds – Report and Request for continued discretionary use**

Ms. Annette Gutierrez, Executive Director of the RGCOG delivered this report. She used three examples of how funding was used from the SAA.

The first example: The Sunland Park Police Department contacted the COG because they were having trouble obtaining funds from the state of New Mexico. Through approval from the SAA and Janice Bruno, additional funds were sent to the COG and they were used to purchase radios and other related items for patrol units of the Sunland Park Police Department.

The second example: Jeff Davis County through their 2008 SHSP funds was not going to utilize approximately \$18,000 of the funds allotted to them. The funds were GANned (Grant Adjustment Notice) back to the COG and the COG used their \$18,000 as well as some of the COG's planning funds to purchase a repeater for the Horizon City Police Department.

The third example: Through the COG's planning funds only, the COG utilized \$7,765 to purchase 5 NAS servers to be placed at the PSAPs (Public Safety Answering Point) throughout the region so that imagery will come up when a 911 call is made.

Ms. Gutierrez asked the group how they would like to be notified of the use of discretionary funds because very little time is available to act upon the items that are brought to the attention of the COG.

Ms. Gutierrez asked for a motion for the group to allow the COG to operate in the same manner when potential funds are identified to where it can be re-allocated to the COG and once the funds become available, send out an email notification to the group of the potential project in case there are any issues/comments. Motion was made by Mr. Pete Hensgen for continued use of the discretionary funds with an email notification of any use of funds for discretionary purposes. Officer Omar Chavez seconded the motion.

After some discussion, it was determined that besides notification of the use of discretionary funds, there should be a reasonable amount of time for a response.

Therefore, the motion was amended by Mr. Pete Hensgen to allow for 48 hours for response. The motion carried unanimously.

### **16. Open Discussion**

Ms. Christina Leach announced that the State of Texas is working on a project called Emergency Medical Task Force. There will be 8 across the state. The one that covers our area will reach from El Paso to San Angelo to relieve staff in case of an incident. There will be an Ambulance Strike Team that will send 25 ambulances to anywhere in the region. There will be RN Strike Teams that will mobilize nurses to hospitals in case of an incident. Another component is the Mobile Medical Unit which is a field hospital which will come with the tentage and all of the staff. In addition, in September, they will receive the Mobile Medical unit for the COG region housed in El Paso because it is the lead agency in the region. It will consist of a \$1.6 million mobile medical unit with a 53 foot trailer and two 36 foot tents for the hospital component.

Since the deadline for NIMSCAST and TRRN due in September, Mr. Ada recommended that everyone submit their eligibility by that date.

**17. Next Meeting**

The group agreed to set that date when the SAA set the deadline for the IJs to be submitted.

**18. Adjournment**

Mayor Cook made a motion to adjourn the meeting.



## ***First Responders Preparedness Planning Group***

**MAY 19, 2011  
9:30 A.M. MDT**

### **MINUTES**

| <b>Board Members Present:</b>                                | <b>Others Present:</b>                      |
|--|---|
|  |   |
| Wanda Helgesen, Border RAC                                   | Ricardo Gonzalez, Asst. EMC                 |
| Bob Dickenson, EMC Hudspeth County                           | Ervin Wegscheid, El Paso 911 District       |
|  | George Medina, OEM                          |
|  | Kozak, Mary 911 District                    |
|  | Bryan Olson, DSHS                           |
| <b>Proxies Present:</b>                                      | Gregory Farr, EPPD                          |
|  | Lalo Rodela, EPFD                           |
| Marco Spalloni, El Paso Police Department                    |   |
| Asst. Fire Chief Carlos Carmona, for Mayor Cook              |   |
| Guadalupe Kelly, Hudspeth County for Judge Becky Dean-Walker |   |
| Tom Santry, EMC, Brewster County for Judge Val Beard         | <b>Staff Present:</b>                       |
| Lt. Steve Cordova, OEM for Deputy Chief Ralph Johnson        |   |
| Sgt. Omar Chavez, El Paso County Sheriff's Office            | Annette Gutierrez, Executive Director RGCOG |
| Pete Hensgen, UTEP PD  | Michael Ada, Director                       |
| Deputy Miguel Rico, El Paso County Judge Escobar             | Marisa Quintanilla, Director                |
| Gary Mitchke, Presidio County for Judge Hunt                 | Ralph Mitchell, Emergency Communications    |
| Josh Garcia, YDSP/OEM  | Grace Muñoz, Emergency Preparedness         |

#### **CALL MEETING TO ORDER**

Chief Otto Drozd called the meeting to order at 9:30 AM (MDT).

#### **WELCOME AND INTRODUCTIONS**

Chief Drozd welcomed all in attendance and asked each one to introduce themselves and their respective organizations.

**MINUTES: FRPPG APRIL 6, 2011 MINUTES WILL BE PRESENTED FOR APPROVAL AT JUNE MEETING**

Ms. Marisa Quintanilla requested that the April Minutes be approved at the next meeting in June; therefore, no action was taken on this item.

**1. RICP Round 2 Updates**

Mr. Ralph Mitchell provided the following information:

- Once every 3 months he will send a reminder out regarding the narrow banding of the radios. Currently, the entire region is at approximately 50.2% which is being monitored out of the state communication coordinator's office. The region has until January 1, 2013 to be in compliance. The FCC says if narrow banding is not completed by that date, radios will not work. This is for all frequency bands. The region is working in the 25 band span everyone is supposed to be down to 12.5/6.5 band frequency. The region is to meet a 75% goal in communications by July 1, 2011. He will send a report to the state showing that El Paso will meet the goal by having met the 90% requirement last year. He said the region has to provide a first report explaining what El Paso will do along with copy of the report showing the scores of the jurisdictions; and, that will satisfy the requirement for El Paso. He will use the fires that recently affected Jeff Davis County, Brewster County, Presidio County, and Culberson County since interoperable communications were affected. A number of newspaper articles and photographs show the communications equipment that was destroyed. For Hudspeth County, he will use the accident that happened at the border check point where four vehicles crashed in to each other. Mr. Mitchell explained that two state agencies must be present at the event for the state to count it as meeting the 75% criteria; in this case, TxDOT and the DPS were involved.
- Mr. Mitchell says he will continue to disseminate information on schools that involve communications. Fifteen individuals are qualified as COML. Another school is the Communications Leader Technician School (COMT). Mr. Jim Fowler of Jeff Davis County will attend this training in May and Mr. Frank Mendez in El Paso has already received this training. However, it is necessary to have more than two individuals qualified; therefore, Mr. Mitchell is going to ask Don McFarland of DPS to bring a class to El Paso to coordinate a regional class.
- Mr. Mitchell is contacting communications emergency coordinators to determine how much equipment was damaged during the fires. He talked with a representative from DPS who requested this information so that they could determine what funding sources are available to replace the towers/repeaters, etc. and other equipment lost.

**2. FY11 Homeland Security Grant Program Update**

- DHS/FEMA 2011 Homeland Security Grant Program Guidance released on or about May 17, 2011

Mr. Ada reported that the 2011 guidance had just been provided to the states and local jurisdictions. There are some changes to be noted. Previously, CCP and MMRS were going to be dovetailed in to SHSP and FEMA has maintained the same guidance from

previous years so MMRS will remain a separate funding stream in the 124 jurisdictions that were previously funded will continue to apply directly to the SAA for MMRS funds. CCP was reduced by \$9 million for the entire country which is more than a 50% cut and that is a direct allocation to the SAA.

- Submittal of Prioritized Projects on May 31, 2011

The timelines that the group should be aware of are at the state level. The date has changed for the guidance to be released to the 19<sup>th</sup> of May. Currently, there is no further guidance from SAA on a change of date for when to submit regional IJs. As it stands, the prioritized projects for the region are due on May 31, 2011.

- UASI submission into the ND system by June 5, 2011

Chief Drozd stated that guidance was released that UASI is now limited to 31 cities from 67 cities. This, in effect, means that El Paso is no longer a UASI going forward. Mr. Ada said that he will notify the group if that shifts.

### **3. Next RGCOC Board of Directors' Meeting**

The reason for providing the date of the next Board Meeting, which is Friday, May 20<sup>th</sup>, is that items approved by the planning group will be presented to the Executive Board for approval before submitting to the SAA. Additionally, there will be a June meeting which is important for the submission of remaining IJs that have not been received before the May 31<sup>st</sup> deadline.

### **4. FY11 Regional Investment Justifications-Prioritization of Regional Investment Justifications**

Before this item was considered, Mr. Carlos Carmona made a motion to remove Metropolitan Medical Response System (MMRS) from the agenda due to the fact that it falls under the auspices of the El Paso City/County Office of Emergency Management and the Rio Grande Council of Governments. Mr. Pete Hensgen seconded the motion. The motion carried unanimously.

Mr. Ada said this information will be annotated in a Power Point after the meeting so the planning group will have a record of what has been prioritized.

With the removal of MMRS, the five IJs that the state will be submitting are listed as follows:

- Improve Interoperable Communications
- Enhance Intelligence and Information Sharing
- Critical Infrastructure/Key Resource Protection
- Enhance CBRNE Detection /WMD/HAZMAT Response
- State, Regional, and Local Emergency Planning

These may not necessarily be the priorities for this region. It is up to the planning group to determine what the priorities are. The state would like for the regional priorities to dovetail in to what the state is submitting so all will coincide with the state to

demonstrate a consolidated approach when the SAA submits an application package to DHS/FEMA.

The planning group was told that they need to decide for their own jurisdiction how individual projects best will line up with the state's IJs (the five categories) and determine how they are going to prioritize, overall, as the IJs to submit as a region. When the COG submits the regional IJs in to the online tool to the SAA, a number identifier must be placed on each IJ. For example, if Interoperable Communications ends up as number one priority for the region, it must be identified with the project title as #1. That is how the state will determine what their number one priorities are by looking at all 24 COGs. So, if the state has 24 number ones for an IJ, that will be the state's number one priority.

A motion was made by Ms. Guadalupe Kelly to approve "Improve Interoperable Communications" as the number one priority for the region. Mr. Omar Chavez seconded the motion. The motion carried by a majority, one opposed.

A motion was made by Mr. Marco Spalloni to approve "Enhance Intelligence and Information Sharing" as the number two priority for the region. Mr. Steve Cordova seconded the motion. After some discussion, a vote was taken with four in favor and seven opposed. The motion failed.

A motion was made by Mr. Carlos Carmona to approve "Enhance CBRNE Detection/WMD/HAZMAT Response" as the number two priority for the region. Mr. Cordova said that most of the first responders receive their equipment under this category. He also said that training could be provided under this priority for the region for awareness and operational level to provide advice back to El Paso and El Paso could be the subject matter expert. Two teams could be maintained, one to send to the region and one for El Paso. Finally, the motion carried with eight in favor, two opposed.

Mr. Pete Hensgen made a motion to approve "State, Regional, and Local Emergency Planning" as the third priority for the region. Ms. Guadalupe Kelly seconded the motion. Mr. Cordova reminded the group that there are identified planners for the region who will assist in providing plans for all different types of subjects, for example, mass casualties, mass fatalities, etc. El Paso has some planners and Ysleta Del Sur Pueblo has some planners; therefore, this would assist them.

Chief Drozd asked if money has come in the past to the COG and how the money has been used in the past. Mr. Ada explained that the way planning dollars are allocated to COGs is through a statement of work allocation which does not affect the regional allocation; it is actually part of the state's management and administration allocation. So, what the COGs receive for planning and assistance does not come off the regional pot. It is already separated at the state level through their M&A. Besides planners, Community Preparedness could fall under this IJ such as any campaign - Ready or Not, Ready El Paso, or any other volunteer organizations involved in disasters like the Red Cross, etc. The motion carried with eight in favor, two opposed.

A motion was made by Mr. Marco Spalloni to approve "Enhance Intelligence and Information Sharing" as the fourth priority. The motion was seconded by Ms. Helgesen. The motion failed with five in favor, six opposed.

Mr. Josh Garcia made a motion to approve "Critical Infrastructure/Key Resource Protection" as the fourth priority. The motion was seconded by Ms. Helgesen. The motion carried with six in favor, five opposed.

#### **5. FY11 Regional Investment Justification Development**

Now that the priorities had been set for the region, Mr. Ada said that the COG staff needs permission from the planning group to move forward in the development of the regional IJs. He said that some local input had already been received from some members and the COG would use that as a launch pad to start developing the regional IJs. The deadline to submit into the NCTCOG application web tool is May 31, 2011. Therefore, permission was requested to move ahead with development of regional IJs as well as set a deadline to continue to receive local IJs to assist the COG staff in developing the IJs for the region.

He explained that currently, COG staff was collecting everyone's "wish" list to incorporate in to the regional IJs. The reason for this is that the guidance changed for this year's application project. Now AEL codes are required as well as specific equipment and prices for those regional projects must be submitted to provide the SAA with a number to say this is what the region is purchasing with the funding stream for FY11.

Mr. Josh Garcia made the motion to make Thursday, May 26, 2011 at COB the deadline for all regional partners to submit their lists to the COG for the COG to have time to submit to the state. Mr. Steve Cordova seconded the motion. The motion passed unanimously.

Mr. Josh Garcia made a motion that the COG submit development of the IJs to the SAA based on the order the group ranked the priorities. Mr. Pete Hensgen seconded the motion. The motion carried unanimously.

The group did ask for a report of the order in which the IJs were submitted. Mr. Ada said that he would PDF the package as soon as it is consolidated. A concern was expressed about reviewing the IJ prior to submittal in case someone felt something was omitted or disagreed with the information in the IJ. Mr. Ada said if the group is to have time to review, then the motion made would have to be rescinded. Ms. Quintanilla made the suggestion that a committee assist in the development process in that way they could enhance or strengthen the application for IJs.

Mr. Steve Cordova made a motion to establish a committee to assist the COG in the development of the IJs. This committee will consist of at least one representative from each participating agency, if they so choose, who will be informed of all of the IJ submissions and have an opportunity after May 26 and before May 31 to review and make comments. The motion was seconded by Mr. Omar Chavez. The motion carried unanimously.

A call will be sent out to determine who will be on this committee and in this way comment can be made electronically after review with enough time to submit to the state.

## **6. Regional HSGP Process approval**

Mr. Ada said that currently there is no regional process to look at individual IJs from local jurisdictions to rank and vet those projects. As the COG, he said they want to make sure the process is working appropriately for the planning group. He listed the following suggestions and “other” in case the group has some different ideas:

- Review, scoring, and ranking of individual investment justifications (Regional Application Process)
- Regional Investment Justification (Historical Process), which is just producing regional IJs
- Other?

The leadership wants to make clear the implications for the two processes. For the review, scoring, and ranking of individual IJs, it would be a standard process, systematic approach to address the needs and gaps of the entire region and local jurisdictions if there would be shelf-ready projects.

The benefit of having shelf-ready projects is that if there is an excess of funds, projects would already be prioritized to pull off the shelf and fund immediately in the same performance period.

Scalable projects would mean that if the project could not be funded at 100% for the first performance period, it could be scaled out to numerous performance periods.

Project management is becoming a key aspect of what is expected by the SAA from COGs in terms of oversight, meeting milestones, deadlines and ensuring that funds are being spent within performance periods.

In the past, projects were not known to planning group unless they were actually part of the project. With this process, this group would get to vet projects as they are submitted to the group. For example, if the police department is interested in fusion capability and the sheriff's office in Presidio is also interested in fusion capability, they could cooperate and leverage dollars (cooperative purchasing).

The implications for the historical process include maximum flexibility. For instance, in case a community is struck by a disaster, this process would allow re-allocating funds without asking for permission from the state to veer away from what is already set as the plan (standardized process).

The historical process, which the group has used for the past eight years, has allowed for a jurisdiction to say they have a pertinent need/priority and to re-direct funds that had been planned for something else.

Discretionary spending allows discretion to be used on how funding is spent up to the individual jurisdiction. It allows the jurisdiction to choose their level of participation in whatever is approved as the regional priorities. It is up to each jurisdiction to choose their level of involvement in what were just decided as the five priorities for the region since jurisdictions may differ as to what they consider their priority.

This process would allow for increased opportunities for combined/shared training. In addition, it also allows for combined training among multiple agencies and jurisdictions.

Mr. Ada explained that this action item is asking for the planning group to determine what process is going to be utilized in subsequent years.

Ms. Quintanilla said that the two allocation methods have been used - the 60/40 split or the 50/50 split with the exception of the tribe because of their population and infrastructure. Mr. Ada reminded the planning group that this option does not affect or dictate funding or the distribution of funds; that matter is to be discussed at another meeting.

Mr. Ada explained that this agenda item is just the process to apply for funds. After some discussion, the group decided that the historical process provided all the jurisdictions with some funding to utilize for their projects.

Ms. Guadalupe Kelly made the motion not to change the process at this time and leave the process the way it has been historically. Sergeant Omar Chavez seconded the motion. The motion carried unanimously.

It was made clear that the prioritizations for the region will not affect a jurisdiction's allocation. After much discussion, Mr. Gutierrez said that staff wanted all of these implications to be discussed among the planning group so that upon submitting the application, along with the committee member's review and input, it would be cohesive.

Chief Drozd stated that since there are no guidelines/details for the review, ranking and scoring, he feels it is premature to make it an action item. Lt. Cordova said when the state writes their IJs there is no methodology of reviewing and scoring either; they receive and review all of the narratives and then they input what has been requested in one single IJ. Mr. Ada said the reason for this is that the SAA has designated the regional advisory committees throughout the state to take care of the ranking, scoring and prioritizing.

Ms. Quintanilla reminded the group that the state is allowing the committees to decide how they want to allocate the funding they receive. Finally, it was suggested the committee determine the process for ranking, scoring the IJs and then present that process to the group so staff can tell the state that the region has a process. Ms. Gutierrez recommended that the group consider the rural areas since the historical process has benefited the rural communities so that a comprehensive process will be developed since there is a change in the way IJs will be submitted.

Lt. Cordova suggested that the first step would be to use the Regional Strategic Plan which identifies the priorities for the region to know how to spend the region's funds as a roadmap to assist with regional goals. Mr. Ada said that the region only has the Regional Mitigation Action Plan. Lt. Cordova stated that with the Regional Strategic Plan, if the city of El Paso had some extra funds, they could assist other counties to reach their goal.

Chief Drozd wanted to know if the group went with the historical process, if the state could say it is not good enough.

Mr. Ada said that once the regional IJs are submitted in to the North Central Texas tool, the state will be looking for how the region prioritizes. When the award is received and everyone submits their carts, the state will be looking to see if what is in the carts is what was submitted as a region.

It is possible that the state could say that 50% of funds should be allocated to Interoperable Communications; in that case, Ms. Quintanilla said the group could reconvene to determine how those funds would be distributed to meet that mandate.

Mr. Ada reminded everyone that project management is so important because this will ensure timely use of the funds, not having to ask for extensions or returning money to the state.

In addition, he stated this agenda item does not affect FY11 HSGP rather the planning group must develop the IJS to receive the region's award for FY12.

After much discussion, the group decided that it was premature to decide on this agenda item until more background was provided. A motion was made by Mr. Pete Hensgen to table this action item until the next meeting when there is more discussion on the process. The motion was seconded by Sergeant Omar Chavez. After the vote was taken, the motion passed unanimously.

**7. Update on the Regional Investment Justification development as approval at April's FRPPG Meeting Regional Asset Management Tool**

Mr. Ada referred to the approval of the Regional Investment Justification development at April's FRPPG meeting. At the previous FRPPG meeting, COG staff was approved to develop the following five regional IJs:

- Regional Community Emergency Response Team (CERT) Coordinator
- Regional Preparedness Campaign
- Adobe-Connect – Regional Webinar Capability
- Multi-state Interoperable Communications
- MACC

He stated that COG staff now needs approval to dovetail each of these in to Interoperable Communications as prioritized by the group. What was approved before was for these to be submitted as individual IJs for the region.

Lt. Cordova asked for clarification on the MACC. Ms. Gutierrez said there are still issues as to whether it needs to be in place or not. Lt. Cordova stated that the MACC works in certain areas of Texas; however, since the MACC is a step before going to the DEC as well as the isolation of our region, there is no one to draw resources from. Mr. Ada said that because of our city's unique location as well as the tri-county areas and the proximity to Midland/Odessa is probably why the MACC is back on the table as an IJ along with the Multi-state Interoperable Communications IJ. The region needs to think about how to use out of state assets and assets from outside our region and therefore, it is necessary to bring the MACC back to create the coordination necessary so that there are funds in place to augment planning in communication with, for instance, Doña Ana County or Otero County which without the MACC could not be funded.

The committee was asked to approve the five items to be dovetailed into the five priorities somewhere. Lt. Cordova made a motion that MACC not be dovetailed in to Multi-state Interoperable Communications until there is further discussion and research. The motion was seconded by Mr. Carlos Carmona.

Chief Drozd asked what is the critical need to have MACC if within the scope of what is already being done as a region as far as interoperability is going to meet that national mandate, what is the need to have that specific verbiage there? Is it a matter of if that verbiage is there (without committing any resources to it), it strengthen the IJ or is it something else?

Ms. Gutierrez answered by saying that Doña Ana County is a member government of the RGCOG and when there are monthly meetings or ad hoc meetings, the COG always has Doña Ana County in mind as well as the entire region. Texas does not recognize Doña Ana County as a member government. However, she said that if that if it is not the will of the group, the COG will go with whatever they decide.

Mr. Ada further explained that the policy analyst for the HSGP at the federal level said that if a multi-state project for interoperable communications is not identified as part of the IJ, even if the opportunity avails itself to provide assistance in the form of equipment, nothing can be done.

He reminded the planning group that this would be a shelf-ready project that they would still have control locally as to where it would be ranked.

Since Doña Ana County is part of the COG, the planning group requested that they present what they are doing through their HSGP funds to support their initiatives. Mr. Ada said this COG would be one of the only COGs to have the MACC which would strengthen our region's IJ.

Lt. Cordova rescinded his motion for the reason that it may provide the region with funding from the SWEPT funds from the rest of the state and he wants to keep the SWEPT funds housed at the COG. The second was rescinded also.

Josh Garcia made a motion that the pre-approved IJs be dovetailed with the new prioritizations established in this meeting. The motion was seconded by Ms. Wanda Helgesen. The motion carried unanimously.

## **8. Open Discussion**

Mr. Ada introduced Grace Muñoz, the new Emergency Preparedness Planner to the planning group. She is specifically tasked both with the Citizen Corps program and supporting everything within the UASI geographic boundaries and El Paso County. She will provide support to other counties within the region.

Ms. Quintanilla made mention of the Earthquake Awareness Program that Ms. Muñoz is handling as well as some public announcements made on NPR and other public stations in the region as well.

**9. Next Meeting**

Ms. Quintanilla said that because of some of the recent fires, some of the elected officials would like to have the next meeting in Marfa so that the group could have the exposure to their area.

Motion was made by Ms. Guadalupe Kelly to have the next meeting located in Marfa, TX on Thursday, June 16, 2011 at 1:30 PM (CDT). The motion was seconded by Mr. Gary Mitchke.

**10. Adjournment**

Motion was made to adjourn.

**First Responders Preparedness Planning Group**

**Meeting**

**Thursday, October 6, 2011**

**1:30 P.M. MDT**

**YDSP Tribal Judicial Community Center**

**9241 Socorro Road, El Paso TX, 79907**

**Information Item #10: FY2011 HSGP Board of Directors Approval of Distribution of Funds –**

**Annette Gutierrez, Executive Director, RGCOG;**

| 2011 SHSP                            |             | 2011 SHSP-LETPA                      |             | Total        |
|--------------------------------------|-------------|--------------------------------------|-------------|--------------|
| This Region Allocation: \$359,053.00 |             | This Region Allocation: \$223,663.00 |             | \$582,716.00 |
| Distributed: \$359,053.00            |             | Distributed: \$223,663.00            |             | \$582,716.00 |
| Not Distributed: \$359,053.00        |             | Not Distributed: \$223,663.00        |             | \$582,716.00 |
| Sub-grantees                         |             | Sub-grantees                         |             |              |
| Brewster County                      | \$45,579.00 | Brewster County                      | \$30,523.29 | \$76,102.29  |
| City of El Paso                      | \$55,579.00 | City of El Paso                      | \$30,523.29 | \$86,102.29  |
| El Paso County                       | \$55,579.00 | El Paso County                       | \$40,523.29 | \$96,102.29  |
| Jeff Davis County                    | \$45,579.00 | Jeff Davis County                    | \$30,523.29 | \$76,102.29  |
| Culberson County                     | \$45,579.00 | Culberson County                     | \$30,523.29 | \$76,102.29  |
| Hudspeth County                      | \$45,579.00 | Hudspeth County                      | \$30,523.29 | \$76,102.29  |
| Presidio County                      | \$45,579.00 | Presidio County                      | \$30,523.29 | \$76,102.29  |
| Ysleta del Sur Pueblo                | \$20,000.00 | Ysleta del Sur Pueblo                | \$0.00      | \$20,000.00  |
| UTEP                                 |             |                                      |             | \$0.00       |
| EPCC                                 |             |                                      |             | \$0.00       |
|                                      |             |                                      |             | \$0.00       |
| SHSP Totals: \$359,053.00            |             | SHSP LETPA Totals: \$223,663.03      |             | \$582,716.03 |

## FY 2011 Submittal of Approved Projects

### **Information Item #11: FY 2011 Regional Investment Justifications & Submittal of Approved Projects- Overview & Update; Grace Muñoz, Michael Ada;**

**This is an overview and summary of the Investment Justifications submitted to the State Administrative Agency on behalf of the entire RGCOG region are the following as agreed upon by the FRPPG and the BOD:**

- Texas Citizen Corps Program
- Improve Interoperable Communications
- Critical Infrastructure/Key Resource Protection
- Enhance CBRNE Detection/WMD/HAZMAT Response
- State, Regional and Local Emergency Planning
- Enhance Intelligence and Information Sharing

#### **Texas Citizen Corps Program**

|                           |  |
|---------------------------|--|
| <b>Investment Plan:</b>   | Texas Citizen Corps Program (CCP) (I.J. #4)  |
| <b>National Priority:</b> | Strengthening Planning and Citizen Preparedness Capabilities                                     |
| <b>Project Type:</b>      | Establish/Enhance Citizen Awareness of Emergency Preparedness, Prevention, and Response Measures |
| <b>Project Title:</b>     | Establish/Enhance Citizen Awareness of Emergency Preparedness, Prevention, and Response Measures |

#### **Project Description:**

In order to accomplish the regional goals of community preparedness, the RGCOG regional Citizen Corps Program Council will align itself with the State's Objective 3.2.8. Priority Actions to ensure the availability of training programs to school officials, ensure participation in all-hazards exercises, and incorporate and implement CCP with training and outreach in schools regarding community preparedness and safety. We will reinforce and introduce and continue the expansion of the YDSP CCP and more specifically the CERT Program to address the need of making the Pueblo safer, stronger and better prepared to respond to the threats of terrorism, crime, public health issues and disasters of any kind. This need is met by training Tribal Community Members, providing individual and team emergency response equipment and providing CERT program operations funding. By having available training opportunities we will increase the morale of active participants as well as word of mouth public awareness.

#### **Region specific instructions to all sub-grantees:**

Host an RGCOG Regional Train the Trainer course and at least two Train the Trainer Refresher courses with at least 10 individuals from across the region, to include, but not limited to First Responders, higher education personnel, and community leaders. Support/Host CERT at least 4 classes for the RGCOG region for all citizens, with at least 10 individuals per class to include but not limited to students, community leaders, and first responders. Increase the number of Texas Certified Master Instructor's in the RGCOG region by sending at least one Trainer the Trainer certified individual to an upcoming CMI course. Purchase RGCOG Regional CERT equipment and supplies to include printing materials, first aid supplies, and informational/promotional materials.

### FY 2011 Submittal of Approved Projects

|                             |  |  |
|-----------------------------|--|--|
| <b>Target Capabilities:</b> | Common: Community Preparedness and Participation       |  |
|                             | Common: Planning                                       |  |
|                             | Respond: Citizen Evacuation and Shelter-in-Place       |  |
|                             | Respond: Emergency Public Safety and Security Response |  |
|                             | Respond: Responder Safety and Health                   |  |

#### State of Texas Strategy:

|                            |   |                     |                                    |                         |                            |  |
|----------------------------|---|---------------------|------------------------------------|-------------------------|----------------------------|--|
| <b>Primary Goal:</b>       | Goal 3: Prepare to Minimize Damage Through Rapid, Decisive Response and Quickly Recover From Terrorist Attacks and Other Disasters  |                     |                                    |                         |                            |  |
| <b>Objective 1:</b>        | 3.2 Continually Improve the Ability to Employ the National Incident Management System (NIMS) as the Statewide Standard Incident Command System for Addressing all Hazards |                     |                                    |                         |                            |  |
| <b>Objective 2:</b>        | 3.8 Increase Citizen Participation in Statewide Preparedness Efforts  |                     |                                    |                         |                            |  |
| <b>Grant Distribution:</b> | <b>Grant</b>  | <b>Grant Amount</b> | <b>Allocated to Other Projects</b> | <b>Available Amount</b> | <b>This Project Amount</b> |  |
|                            | <b>2011 CCP</b>   | <b>\$21,834.97</b>  | <b>\$0.00</b>                      | <b>\$0.00</b>           | <b>\$21,834.97</b>         |  |
|                            |   |                     |                                    |                         |                            |  |
| 99019                      | Rio Grande COG  |                     |                                    | \$14,600.00             |                            |  |
| 48903                      | Tigua Tribe Ysleta del Sur Pueblo   |                     |                                    | \$7,234.97              |                            |  |

**FY 2011 Submittal of Approved Projects**

**FY 2011 State Homeland Security Program**

| Owner | Project   | Status           | Total Grant  | Distributed  |
|-------|---|------------------|--------------|--------------|
| RGCOG | <a href="#">Enhance Capabilities to Respond to CBRNE Events</a>                                   | <b>Submitted</b> | \$359,053.49 | \$359,053.49 |
| RGCOG | <a href="#">Develop/Enhance Interoperable Communications Systems</a>                              | <b>Build</b>     | \$0.00       | \$0.00       |
| RGCOG | <a href="#">Develop/Enhance Homeland Security/Emergency Management Organization and Structure</a> | <b>Build</b>     | \$0.00       | \$0.00       |

**SUBGRANTEES PROJECT DISTRIBUTION**

|       |                                   |             |
|-------|-----------------------------------|-------------|
| 48043 | Brewster County                   | \$45,579.49 |
| 24000 | City of El Paso                   | \$55,579.00 |
| 48109 | Culberson County                  | \$45,579.00 |
| 48141 | El Paso County                    | \$55,579.00 |
| 48229 | Hudspeth County                   | \$45,579.00 |
| 48243 | Jeff Davis County                 | \$45,579.00 |
| 48903 | Tigua Tribe Ysleta del Sur Pueblo | \$20,000.00 |
| 48377 | Presidio County                   | \$45,579.00 |

## FY 2011 Submittal of Approved Projects

|                           |  |
|---------------------------|--|
| <b>Grant:</b>             | 2011 SHSP  |
| <b>Investment Plan:</b>   | Enhance CBRNE Detection/WMD/HAZMAT Response (I.J. #8)                  |
| <b>National Priority:</b> | Strengthen CBRNE Detection, Response, and Decontamination Capabilities |
| <b>Project Type:</b>      | Enhance Capabilities to Respond to CBRNE Events                        |
| <b>Project Title:</b>     | <b>Enhance Capabilities to Respond to CBRNE Events</b>                 |

### Project Description:

This project will allow the acquisition of new technologies, equipment, and enable training to enhance the existing Hazmat team's capability and the regions Hazmat awareness levels to detect, prevent, and mitigate CBRNE incidents and expand these capabilities. WMD/CBRNE training will be included. Region wide assessment will determine which equipment will be acquired for the existing Hazmat team and the regional trained Hazmat awareness level of personnel.

|                             |   |  |
|-----------------------------|---|--|
| <b>Target Capabilities:</b> | Prevent: CBRNE Detection  |  |
|                             | Respond: Critical Resource Logistics and Distribution             |  |
|                             | Respond: Fire Incident Response Support                           |  |
|                             | Respond: Responder Safety and Health                              |  |
|                             | Respond: WMD and Hazardous Materials Response and Decontamination |  |

### State of Texas Strategy

|                            |   |                     |                                    |                         |                            |
|----------------------------|---|---------------------|------------------------------------|-------------------------|----------------------------|
| <b>Primary Goal:</b>       | Goal 2: Reduce Vulnerability to Natural Disasters, Criminal and Terrorist Attacks and Catastrophic Events |                     |                                    |                         |                            |
| <b>Objective 1:</b>        | 2.2 Reduce Risk from CBRNE Disasters  |                     |                                    |                         |                            |
| <b>Objective 2:</b>        | 2.5 Use Mitigation Programs to Reduce the Threats Natural Disasters Pose to People and Property           |                     |                                    |                         |                            |
| <b>Grant Distribution:</b> | <b>Grant</b>  | <b>Grant Amount</b> | <b>Allocated to Other Projects</b> | <b>Available Amount</b> | <b>This Project Amount</b> |
|                            | <b>2011 SHSP</b>  | <b>\$359,053.49</b> | <b>\$0.00</b>                      | <b>\$0.00</b>           | <b>\$359,053.49</b>        |

## FY 2011 Submittal of Approved Projects

|                           |   |
|---------------------------|---|
| <b>Grant:</b>             | 2011 SHSP   |
| <b>Investment Plan:</b>   | Improve Interoperable Communications (I.J. #1)                    |
| <b>National Priority:</b> | Strengthen Interoperable and operable Communications Capabilities |
| <b>Project Type:</b>      | Develop/Enhance Interoperable Communications Systems              |
| <b>Project Title:</b>     | <b>Enhance Capabilities to Respond to CBRNE Events</b>            |

### Project Description:

To move forward in an integrated approach towards regional IOC in order to improve real-time, on-demand voice radio communication for all public safety agencies in the region, and those agencies that may need to come to the region during an emergency or routine event.

Where, all communications systems within the RGCOG Region to become part of a p25 standards-based, regional shared system that will align with regional shared systems statewide. Planning activities, equipment purchasing, equipment installation, training activities, and exercise activities are all major components of this investment. This project is aligned with the highest level of real-time direct interoperable voice and data radio communications utilizing Standards-Based Systems. This project is critical to all jurisdictions in order to achieve operability and then interoperability.

### Target Capabilities:

1. Common: Communications
2. Protect: Critical Infrastructure Protection
3. Respond: Emergency Public Safety and Security Response

### State of Texas Strategy

**Primary Goal:** Goal 3: Prepare to Minimize Damage Through Rapid, Decisive Response and Quickly Recover From Terrorist Attacks and Other Disasters

**Objective 1:** 3.1 Achieve Statewide Communications Interoperability in Texas

**Objective 2:** 3.4 Amplify Public Health Community Capabilities to Support Multi-Agency and Multi-Jurisdictional Response and Recovery Efforts for all Hazards, Including CBRNE Events

## FY 2011 Submittal of Approved Projects

|                           |  |
|---------------------------|--|
| <b>Grant:</b>             | 2011 SHSP  |
| <b>Investment Plan:</b>   | Enhance State Fusion Center (I.J. #2)  |
| <b>National Priority:</b> | Strengthen Information Sharing and Collaboration Capabilities                            |
| <b>Project Type:</b>      | Develop/Enhance Homeland Security/Emergency Management Organization and Structure        |
| <b>Project Title:</b>     | <b>Develop/Enhance Homeland Security/Emergency Management Organization and Structure</b> |

### Project Description:

The Rio Grande Intelligence and Information Center will concentrate on and implement the following five priorities: 1. Expansion of existing infrastructure- the center will add additional analyst work area to accommodate additional agencies and analysts. 2. Hiring of three additional analysts. 3. Training and development of the center's staff to continue to develop the center's staff, and improve the center's ability to produce and disseminate quality intelligence. 4. Development and deployment of a regional geospatial application. 5. Sustainment of existing analysts and software maintenance programs.

### Target Capabilities:

|  |  |
|--|--|
| 1. Common: Intelligence and Information Sharing and Dissemination            |  |
| 2. Prevent: Information Gathering and Recognition of Indicators and Warnings |  |
| 3. Prevent: Intelligence Analysis and Production                             |  |
| 4. Prevent: Counter-Terror Investigations and Law Enforcement                |  |
| 5. Respond: Emergency Operations Center Management                           |  |

### State of Texas Strategy

|   |
|---|
| <b>Primary Goal:</b> Goal 1: Prevent Terrorist Attacks in Texas and Prevent Criminal enterprises from Operating Successfully in Texas           |
| <b>Objective 1:</b> 1.1: Expand and Enhance the Statewide Intelligence Capability that Reduces the Threat of Terrorism and Criminal Enterprises |
| <b>Objective 21.3</b> Prevent Terrorists and Criminal Enterprises from Exploiting Texas International Borders, Including Land, Air, and Sea     |

**FY 2011 Submittal of Approved Projects**

**2011 SHSP LETPA PROJECTS**

|       | Owner  | Project          | Status | Total Grant  | Distributed  |
|-------|--|------------------|--------|--------------|--------------|
| RGCOG | <a href="#">Develop/Enhance Interoperable Communications Systems</a>                                 | <b>Submitted</b> |        | \$223,662.75 | \$223,662.75 |
| RGCOG | <a href="#">Enhance Capabilities to Respond to CBRNE Events</a>                                      | <b>Build</b>     |        | \$0.00       | \$0.00       |
| RGCOG | <a href="#">Assess Vulnerability of and/or Harden/Protect Critical Infrastructure and Key Assets</a> | <b>Build</b>     |        | \$0.00       | \$0.00       |
| RGCOG | <a href="#">Develop/Enhance Homeland Security/Emergency Management Organization and Structure</a>    | <b>Build</b>     |        | \$0.00       | \$0.00       |

**SUBGRANTEES PROJECT DISTRIBUTION**

|       |                                   |             |
|-------|-----------------------------------|-------------|
| 48043 | Brewster County                   | \$30,523.01 |
| 24000 | City of El Paso                   | \$30,523.29 |
| 48109 | Culberson County                  | \$30,523.29 |
| 48141 | El Paso County                    | \$40,523.29 |
| 48229 | Hudspeth County                   | \$30,523.29 |
| 48243 | Jeff Davis County                 | \$30,523.29 |
| 48903 | Tigua Tribe Ysleta del Sur Pueblo | 0.00        |
| 48377 | Presidio County                   | \$30,523.29 |

## FY 2011 Submittal of Approved Projects

|                           |   |
|---------------------------|---|
| <b>Grant:</b>             | 2011 SHSP LETPA   |
| <b>Investment Plan:</b>   | Improve Interoperable Communications (I.J. #1)                    |
| <b>National Priority:</b> | Strengthen Interoperable and Operable Communications Capabilities |
| <b>Project Type:</b>      | Develop/Enhance Interoperable Communications Systems              |
| <b>Project Title:</b>     | <b>Develop/Enhance Interoperable Communications Systems</b>       |

### Project Description:

All communications systems within the RGCOG Region are to become part of a p25 standards-based, regional shared system that will align with regional shared systems statewide. Planning activities, equipment purchasing, equipment installation, training activities, and exercise activities are all major components of this investment. This project is aligned with the highest level of real-time direct interoperable voice and data radio communications utilizing Standards-Based Systems. This project is critical to all jurisdictions in order to achieve operability and then interoperability.

|                             |  |
|-----------------------------|--|
| <b>Target Capabilities:</b> | Common: Communications<br>Respond: Emergency Operations Center Management<br>Respond: Emergency Public Information and Warning |
|-----------------------------|--|

### State of Texas Strategy

|                            |  |                     |                                    |                         |                            |
|----------------------------|--|---------------------|------------------------------------|-------------------------|----------------------------|
| <b>Primary Goal:</b>       | Goal 1: Prevent Terrorist Attacks in Texas and Prevent Criminal enterprises from Operating Successfully in Texas           |                     |                                    |                         |                            |
| <b>Objective 1:</b>        | 1.1 Expand and Enhance the Statewide Intelligence Capability that Reduces the Threat of Terrorism and Criminal Enterprises |                     |                                    |                         |                            |
| <b>Objective 2:</b>        |  |                     |                                    |                         |                            |
| <b>Grant Distribution:</b> | <b>Grant</b>   | <b>Grant Amount</b> | <b>Allocated to Other Projects</b> | <b>Available Amount</b> | <b>This Project Amount</b> |
|                            | <b>2011 SHSP LETPA</b>   | <b>\$223,662.75</b> | <b>\$0.00</b>                      | <b>\$0.00</b>           | <b>\$223,662.75</b>        |

## FY 2011 Submittal of Approved Projects

|                           |  |
|---------------------------|--|
| <b>Grant:</b>             | 2011 SHSP LETPA  |
| <b>Investment Plan:</b>   | Enhance CBRNE Detection/WMD/HAZMAT Response (I.J. #8)                  |
| <b>National Priority:</b> | Strengthen CBRNE Detection, Response, and Decontamination Capabilities |
| <b>Project Type:</b>      | Enhance Capabilities to Respond to CBRNE Events                        |
| <b>Project Title:</b>     | <b>Enhance Capabilities to Respond to CBRNE Events</b>                 |

### Project Description:

This project will allow the acquisition of new technologies, equipment, and enable training to enhance the existing Hazmat team's capability and the regions Hazmat awareness levels to detect, prevent, and mitigate CBRNE incidents and expand these capabilities. WMD/CBRNE training will be included. Region wide assessment will determine which equipment will be acquired for the existing Hazmat team and the regional trained Hazmat awareness level personnel.

### Target Capabilities:

1. Prevent: CBRNE Detection
2. Respond: Explosive Device Response Operations
3. Respond: Fire Incident Response Support
4. Respond: Responder Safety and Health
5. Respond: WMD and Hazardous Materials Response and Decontamination

### State of Texas Strategy

|                      |   |
|----------------------|---|
| <b>Primary Goal:</b> | Goal 2: Reduce Vulnerability to Natural Disasters, Criminal and Terrorist Attacks and Catastrophic Events |
| <b>Objective 1:</b>  | 2.2 Reduce Risk from CBRNE Disasters  |
| <b>Objective 2:</b>  | 2.5 Use Mitigation Programs to Reduce the Threats Natural Disasters Pose to People and Property           |

## FY 2011 Submittal of Approved Projects

|                           |   |
|---------------------------|---|
| <b>Grant:</b>             | 2011 SHSP LETPA   |
| <b>Investment Plan:</b>   | Critical Infrastructure/Key Resource Protection (I.J #6)                                    |
| <b>National Priority:</b> | Implement the National Incident Management System and National Response Framework           |
| <b>Project Type:</b>      | Assess Vulnerability of and/or Harden/Protect Critical Infrastructure and Key Assets        |
| <b>Project Title:</b>     | <b>Assess Vulnerability of and/or Harden/Protect Critical Infrastructure and Key Assets</b> |

### Project Description:

Critical Infrastructure and Key Resources (CI/KR) mitigation and enhancement activities will be implemented in order to provide CI/KR in order to allow baseline operations of all local government and local economy throughout the RGCOG region. Each county's respective CI/KR will be assessed and enhanced to ensure that local governments have continuity of operations and the ability to sustain with assistance from neighboring counties, yet will be able to purchase the needed equipment that will allow them to mitigate vulnerabilities and allow them to deter threats and vulnerabilities caused by at risk/threatened CI/KR. Additionally, Cyber-security is an overlooked CI/KR that will require assessment and enhancement activities for all local governments throughout the RGCOG Region.

### Region Specific project instructions to all sub-grantees:

Jeff Davis County had several CI/KR incapacitated & destroyed causing a debilitating impact on its economic security and public health and/or safety due to the recent wildfires it experienced. Brewster County has enacted a contingency plan in which they are currently utilizing a small capacity generator with the intent of increasing that capacity to a true continuity of government/operations capable generator. The YDSP Tribe has identified security capability gaps through a threat and risk assessment and will conduct drills to test security and corresponding policies before the performance period ends. City of El Paso intends on assisting local utility providers with assessment and mitigation activities to ensure continuity of government and economy. UTEP intends on increasing security measures at high capacity university venues. Culberson County and Presidio County both intend on enhancing continuity of government/operations with redundant power systems for local government offices.

### Target Capabilities:

1. Respond: Critical Resource Logistics and Distribution
2. Respond: Emergency Operations Center Management
3. Protect: Critical Infrastructure Protection
4. Protect: Food and Agriculture Safety and Defense
5. Recover: Economic and Community Recovery

### State of Texas Strategy

|                      |   |
|----------------------|---|
| <b>Primary Goal:</b> | Goal 2: Reduce Vulnerability to Natural Disasters, Criminal and Terrorist Attacks and Catastrophic Events |
|----------------------|---|

### **FY 2011 Submittal of Approved Projects**

|                     |   |
|---------------------|---|
| <b>Objective 1:</b> | 2.1 Reduce Vulnerability of Critical Infrastructures and Key Resources in Texas     |
| <b>Objective 2:</b> | 2.3 Reduce Vulnerability to Natural and Manmade Threats to the Agriculture Industry |

## FY 2011 Submittal of Approved Projects

|                           |  |
|---------------------------|--|
| <b>Grant:</b>             | 2011 SHSP LETPA  |
| <b>Investment Plan:</b>   | Enhance State Fusion Center (I.J. #2)  |
| <b>National Priority:</b> | Strengthen Information Sharing and Collaboration Capabilities                            |
| <b>Project Type:</b>      | Develop/Enhance Homeland Security/Emergency Management Organization and Structure        |
| <b>Project Title:</b>     | <b>Develop/Enhance Homeland Security/Emergency Management Organization and Structure</b> |

### Project Description:

The Rio Grande Intelligence and Information Center will concentrate on and implement the following five priorities: 1. Expansion of existing infrastructure- the center will add additional analyst work area to accommodate additional agencies and analysts. 2. Hiring of three additional analysts. 3. Training and development of the center's staff to continue to develop the center's staff, and improve the center's ability to produce and disseminate quality intelligence. 4. Development and deployment of a regional geospatial application. 5. Sustainment of existing analysts and software maintenance programs.

### Target Capabilities:

|  |  |
|--|--|
| 1. Common: Intelligence and Information Sharing and Dissemination            |  |
| 2. Prevent: Information Gathering and Recognition of Indicators and Warnings |  |
| 3. Prevent: Intelligence Analysis and Production                             |  |
| 4. Prevent: Counter-Terror Investigations and Law Enforcement                |  |
| 5. Respond: Explosive Device Response Operations                             |  |

### State of Texas Strategy

|                      |   |
|----------------------|---|
| <b>Primary Goal:</b> | Goal 1: Prevent Terrorist Attacks in Texas and Prevent Criminal enterprises from Operating Successfully in Texas          |
| <b>Objective 1:</b>  | 1.3 Prevent Terrorists and Criminal Enterprises from Exploiting Texas International Borders, Including Land, Air, and Sea |
| <b>Objective 2:</b>  | 1.2 Ensure a Robust Investigative Capability to Address Terrorism and Criminal Enterprises                                |