

## TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT

**Agency Name:** ELLIS CO. SHERIFF'S OFFICE  
**Reporting Date:** 01/23/2014  
**TCOLE Agency Number:** 139100  
**Chief Administrator:** JOHNNY D. BROWN  
**Agency Contact Information:** Email: [chuck.laubach@co.ellis.tx.us](mailto:chuck.laubach@co.ellis.tx.us)  
Mailing Address:  
ELLIS CO. SHERIFF'S OFFICE  
300 S. Jackson  
Waxahachie, Tx 75165

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1) – Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

ELLIS CO. SHERIFF'S OFFICE has adopted a detailed written policy on racial profiling. Our policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibits peace officers employed by the ELLIS CO. SHERIFF'S OFFICE from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the ELLIS CO. SHERIFF'S OFFICE if the individual believes that a peace officer employed by the ELLIS CO. SHERIFF'S OFFICE has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the agency's complaint process;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the ELLIS CO. SHERIFF'S OFFICE who, after an investigation, is shown to have engaged in racial profiling in violation of the ELLIS CO. SHERIFF'S OFFICE's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
  - (A) the race or ethnicity of the individual detained;
  - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

**TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT**

**Agency Name:** ELLIS CO. SHERIFF'S OFFICE  
**Reporting Date:** 01/23/2014  
**TCOLE Agency Number:** 139100  
**Chief Administrator:** JOHNNY D. BROWN  
**Agency Contact Information:** Email: [chuck.laubach@co.ellis.tx.us](mailto:chuck.laubach@co.ellis.tx.us)  
Mailing Address:  
ELLIS CO. SHERIFF'S OFFICE  
300 S. Jackson  
Waxahachie, Tx 75165

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

**Certification to This Report 2.132 (Tier 1) – Partial Exemption****Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling**

ELLIS CO. SHERIFF'S OFFICE has adopted a detailed written policy on racial profiling. Our policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibits peace officers employed by the ELLIS CO. SHERIFF'S OFFICE from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the ELLIS CO. SHERIFF'S OFFICE if the individual believes that a peace officer employed by the ELLIS CO. SHERIFF'S OFFICE has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the agency's complaint process;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the ELLIS CO. SHERIFF'S OFFICE who, after an investigation, is shown to have engaged in racial profiling in violation of the ELLIS CO. SHERIFF'S OFFICE's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
  - (A) the race or ethnicity of the individual detained;
  - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) The Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

**I certify these policies are in effect.**

Executed by: **JOHNNY D. BROWN**

Chief Administrator

ELLIS CO. SHERIFF'S OFFICE

Date: 01/23/2014

**ELLIS CO. SHERIFF'S OFFICE Motor Vehicle Racial Profiling  
Information**

**Number of motor vehicle stops:**

1. **560** citation only
2. **234** arrest only
3. **8** both
4. **802 Total** (4, 11, 14 and 17 must be equal)

**Race or Ethnicity:**

5. **84** African
6. **3** Asian
7. **456** Caucasian
8. **257** Hispanic
9. **0** Middle Eastern
10. **2** Native American
11. **802 Total** (lines 4, 11, 14 and 17 must be equal)

**Race or Ethnicity known prior to stop?**

12. **0** Yes
13. **802** No
14. **802 Total** (lines 4, 11, 14 and 17 must be equal)

**Search conducted?**

15. **266** Yes
16. **536** No
17. **802 Total** (lines 4, 11, 14 and 17 must be equal)

**Was search consented?**

18. **46** Yes
19. **220** No
20. **266 Total** (must equal line 15)

**TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT**

**Agency Name:** ELLIS CO. CONST. PCT. 2  
**Reporting Date:** 01/31/2014  
**TCOLE Agency Number:** 139102  
**Chief Administrator:** TERRY L. NAY  
**Agency Contact Information:** Phone: 972-825-5027  
Email: [terry.nay@co.ellis.tx.us](mailto:terry.nay@co.ellis.tx.us)  
Mailing Address:  
ELLIS CO. CONST. PCT. 2  
701 S. I-35 E  
Waxahachie, TX 75165

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

**Certification to This Report 2.132 (Tier 1) – Partial Exemption****Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling**

ELLIS CO. CONST. PCT. 2 has adopted a detailed written policy on racial profiling. Our policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibits peace officers employed by the ELLIS CO. CONST. PCT. 2 from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the ELLIS CO. CONST. PCT. 2 if the individual believes that a peace officer employed by the ELLIS CO. CONST. PCT. 2 has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the agency's complaint process;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the ELLIS CO. CONST. PCT. 2 who, after an investigation, is shown to have engaged in racial profiling in violation of the ELLIS CO. CONST. PCT. 2's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
  - (A) the race or ethnicity of the individual detained;
  - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) The Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

**I certify these policies are in effect.**

Executed by: **TERRY L. NAY**

Chief Administrator

ELLIS CO. CONST. PCT. 2

Date: 01/31/2014

**ELLIS CO. CONST. PCT. 2 Motor Vehicle Racial Profiling Information**

**Number of motor vehicle stops:**

- 1. **1116** citation only
- 2. **0** arrest only
- 3. **0** both
- 4. **1116 Total** (4, 11, 14 and 17 must be equal)

**Race or Ethnicity:**

- 5 **128** African
- 6. **2** Asian
- 7. **986** Caucasian
- 8. **0** Hispanic
- 9. **0** Middle Eastern
- 10. **0** Native American
- 11. **1116 Total** (lines 4, 11, 14 and 17 must be equal)

**Race or Ethnicity known prior to stop?**

- 12. **0** Yes
- 13. **1116** No
- 14. **1116 Total** (lines 4, 11, 14 and 17 must be equal)

**Search conducted?**

- 15. **15** Yes
- 16. **1101** No
- 17. **1116 Total** (lines 4, 11, 14 and 17 must be equal)

**Was search consented?**

- 18. **8** Yes
- 19. **7** No
- 20. **15 Total** (must equal line 15)

FI ✓



**ELLIS COUNTY TAX ASSESSOR COLLECTOR**

JOHN BRIDGES, RTA, CTA, CSTA  
Ellis County Tax Assessor/Collector



P.O. Drawer 188  
Waxahachie, TX 75168-0188  
(972) 825-5150  
Fax (972) 825-5151  
E-Mail: [john.bridges@publicans.com](mailto:john.bridges@publicans.com)  
Website: [www.elliscountytax.com](http://www.elliscountytax.com)

January 31, 2014

**Request for Approval of Overpayments  
Commissioners' Court Date February 10, 2014**

<u>Refund to be issued to:</u>	<u>Account</u>	<u>Refund Amount</u>
Gateway Mortgage Group	141423	\$ 4,377.15
Gateway Mortgage Group	187627	\$ 3,436.00
Homeselect Settlement Solutions	201944	\$ 6,226.36
Wells Fargo Home Mortgage	227221	\$ 16,157.04
BB&T Mortgage	229326	\$ 4,472.50
Gateway Mortgage Group	238480	\$ 5,432.44
Gateway Mortgage Group	241153	\$ 5,095.36

*Tax Refunds  
Consent agenda*

*OK  
[Signature]  
1/31/14*

1.2



Detention : (800) 992-5245

Commercial : (888) 215-0987

## VIEW MENU

- [Home](#)
- [Markets](#)
- [Products](#)
- [Services](#)
- [Company](#)
- [Contact](#)

Our Companies: The companies that make us a leading critical security provider



The ISI Detention team has furnished and installed detention equipment for more than 2,000 correctional facilities. The expertise of the individuals within the ISI team and the excellent vendor relations with all the major manufacturers allow clients to have access to the most durable products available in today's marketplace at the most economical prices.

ISI Detention partners with architects, engineers, and contractors to assist in the design and development of plans and specifications with clients' goals in mind. They provide budget figures and technical assistance during the initial design of the facility at no additional cost to the client. Also, ISI explores the different types of materials that may be required, allowing for different budget levels and expenditures. This is of significant benefit to ISI Detention's clients.

The ISI Detention team provides an array of comprehensive solutions to the correctional marketplace, including an extended warranty program to insure all installed components are fully integrated and operate correctly. It has the industry-leading experience to determine the type of equipment that is needed for any correctional facility, from the very minimum to the absolute maximum security levels.

ISI Detention has a complete line of commercial architectural division 08 doors, frames and hardware products. It also provides door and hardware installation to give the client a total package.

**ISI Detention furnishes and installs a wide variety of security equipment for the global correctional industry such as:**

- Security and Non-Security Hollow Metal Doors & Frames
- Wood Doors
- Security and Non- Security Hardware
- Detention Furniture
- Detention Furnishings and Accessories
- Security and Non-Security
- Glass and Glazing
- Security Mesh
- Security Windows
- Hollow Metal Steel Wall
- Panel Systems
- Security Ceilings

As a commitment to client satisfaction, ISI Detention is part of the National Service Call Center (NSCC) to provide 24-hour support for its clients. The NSCC is a call center service that provides ISI Detention's clients with access to its experienced technical and solutions specialists at any time.

MCS was formed in 1988 and specializes in industry-leading electronics installations for county, city, state and federal correctional facilities.

MCS is built on a foundation of strong technical leadership, as well as its solid management, training, and support teams. With exclusive products and extensive experience in planning, installing, and maintaining service and facility programs, MCS has a distinct advantage in developing unique solutions for its loyal client base.

MCS offers cutting edge engineering, programming, and production capabilities with over 8,000 square feet of fabrication floor space. MCS is a UL508A certified fabricator, UL file number NITW E252397. MCS control assemblies are fabricated utilizing non-proprietary UL Listed and UL Recognized components. MCS also has a dedicated Research and Development Department that



**Detention Grade Equipment**

**Detain, Secure and Protect**



**Detention Control Systems**

**Document, Control and View**



**Access Control**



**Control, Document and Oversight**



**Video Surveillance**

continually strives to improve existing product lines as well as develop innovative products and features for its clients.

**MCS is a multi-faceted company responsible for supplying and installing a wide range of detention product lines. MCS designs, supplies, installs and offers architectural assistance for security electronics and low voltage systems including:**

- Touch Screens and Hard Panels
- Wireless PDA's and Tablets
- Door and Utility Control
- Intercom and Paging
- Access Control
- Watch-Tour
- Closed Circuit Television (CCTV)
- Mandown Duress
- Perimeter Security
- Nurse Call
- Video Visitation
- Digital Video Recording
- Video Arraignment
- Data Logging

To complement these services, MCS uses mobile OneLink satellite vans that allow it to establish on-site connections with the project system programmers anywhere in the United States. This innovation results in quicker installations, modifications and additions to the facility systems. With more than 900 installations nationwide, MCS is a leader in the security market with security licensing in over 18 states.

MCS is committed to complete client satisfaction. MCS is part of the National Service Call Center (NSCC) which provides technical assistance, service calls and annual service contracts for all clients' security needs. The NSCC is dedicated to providing on-call 24 hour assistance in order to ensure client satisfaction and reliable support at any time.

View, Record and Identify



**Intrusion Detection**

Detect, Verify and Respond



**Fire & Safety Systems**

Detect, Signal and Evacuate



**Mass Notification**

Alert, Notify and React

Get a **FREE** consultation with a security expert  
**Free Consultation**

Com-Tec is an industry leader in the custom design and manufacturing of electronic security and communication systems. Our primary markets include correctional facilities, city and county jails, and industrial facilities. Com-Tec's integrated systems combine a wide range of functions into a single easily operated control console. Every function of the system is carefully engineered to operate smoothly and efficiently together. Com-Tec's systems include remote diagnostics to aid in trouble shooting which dramatically reduces maintenance labor.

### ISI Security

12903  
Delivery  
Drive  
San Antonio  
TX 78247  
TEL: (210)  
495-5245

### Find Us On:

We design our systems with future updating and expansion in mind, knowing that the needs and requirements of our clients grow and change over time. Com-Tec offers a complete package of services and products from the initial stages of specification development to preventative maintenance contracts during and after the sale.



Client support is provided by our qualified technicians through in-house or on-site technical assistance, service calls and annual service contracts. Experienced technical specialists and engineers are ready to help clients through any and all issues they might face.

Detention:  
(800) 992-  
5245  
Commercial:  
(888) 215-  
0987

PDI manufactures steel and stainless steel detention products that include high security metal barriers, high security observation window systems, detention furniture, and accessories. For thirty years, architects have chosen to specify PDI steel detention products for our expertise and consistency, as well as value and quality. PDI has earned their confidence in a wide variety of projects across the country by providing:

- In-house drafting and design
- Complete product line
- Responsive pre-sale and post-sale support teams
- Comprehensive coast-to-coast coverage

PDI fully supports client satisfaction through the functionality, reliability and quality of each and every product we manufacture. Our in-house detailers and skilled support staff provide the design expertise needed to ensure total compliance, regardless of a project's size or scope.

Email:

Our manufacturing facility located in Orange, CA contains state-of-the-art equipment in a highly automated environment, providing us with the ability to cost effectively produce both standard, or products to clients' precise specifications of exceptional quality.

MCS Fire & Security has more than twenty-five years' experience providing single source integrated security and life safety solutions. At MCS Fire & Security, we design, install, monitor and service integrated access control, video surveillance, intrusion detection, fire detection and mass notification systems for thousands of commercial, government and institutional clients.

MCS Fire & Security solutions are among the most thorough and sophisticated in the electronic security industry and are trusted by security energy companies, critical infrastructure, government facilities, major corporations and businesses of all sizes. Awarded the Safety Act certification by the Department of Homeland Security, MCS has the experience and knowledge to secure government agencies and critical infrastructure across the country.



With our strategic partners such as Software House, EST Fire and many others, MCS can meet the most stringent security requirements. Our belief is that with great products, custom developed solutions and award winning technical teams, MCS is your choice for security today.

[sales@isidet.com](mailto:sales@isidet.com)

FY '2013-14

# EXHIBIT A

## WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: Road & Bridge Pct. 4

Basis of Authority to Provide Service: *Interlocal Agreement dated: January 28<sup>th</sup>, 2013  
per Commissioners Court Minute Order 115.13*

Local Government Requesting Service: City of Midlothian

Description of Project to be Undertaken: SEE ATTACHED - Pursuant to Section 251.012 of the Transportation Code, as all roads are a part of the County road system and the project will fulfill a county purpose

Location of Project to be Undertaken: SEE ATTACHED

Requested by: *Ron Brown*  
*Ron Brown*

Department: *Ellis County Commissioner, Pct. 4*

APPROVED in Open Commissioners Court per Minute Order No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2013/2014.

\_\_\_\_\_  
*Carol Bush*  
*County Judge, Ellis County, Texas*

\*\*\*\*\*

ACCEPTED AND AGREED TO this \_\_\_ day of \_\_\_\_\_, 2013/2014.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

On Behalf of: \_\_\_\_\_

# ROAD AGREEMENT

---

Per conversation between Commissioner Ron Brown, Pct. 4 and Mike Adams, Executive Director of Engineering & Utilities City of Midlothian, on January 9, 2014,

## AGREEMENT:

Ellis County Pct. 4 will reclaim and reseal the City sections of Joe Wilson Rd., Shiloh Rd. and Walnut Grove Rd. which totals approximately one and point one (1.1) miles of road. Pct. 4 has already reclaimed and resurfaced the North section of Walnut Grove area south of Shiloh in 2013. Ellis County agrees to complete the City portions of Shiloh Rd. and Joe Wilson Rd. along with the drainage and extensions of culverts of the portion of Walnut Grove from FM 1387 to Hwy. 287. In return, the City of Midlothian will complete the portion of cement stabilization and 3" asphalt laydown of Walnut Grove between FM 1387 and Hwy. 287. Once all work has been completed, the City of Midlothian will take over complete road maintenance of the City and County sections of Walnut Grove.

---

Commissioner Ron Brown

---

City of Midlothian



Shiloh Rd

Total 7,140'

1,700'

1,080'

Shiloh Rd

Joe Wilson Rd

650'

Holcim

3,030'

Shiloh Rd

Walnut Grove Rd

1,200'

2.2-  
2.4

# IN THE COMMISSIONERS COURT OF ELLIS COUNTY

## ORDER AUTHORIZING THE CREATION OF A COUNTY ENERGY TRANSPORTATION REINVESTMENT ZONE KNOWN AS

### ELLIS COUNTY ENERGY TRANSPORTATION REINVESTMENT ZONE NO. 1

#### **ESTABLISHING A BASE YEAR FOR AD VALOREM TAX VALUES, CREATING AND STATING THE TERMS AND DUTIES OF THE ELLIS COUNTY ENERGY TRANSPORTATION REINVESTMENT ZONE ADVISORY BOARD, AND ESTABLISHING AN AD VALOREM INCREMENT ACCOUNT**

BE IT REMEMBERED, that the Commissioners Court of Ellis County, Texas, prior to this date, has provided public notice by publication in a newspaper of general circulation in the county to be printed not less than seven (7) days prior to a public hearing, and after conducting said public hearing as required by §222.1071 of the Texas Transportation Code on the 19<sup>th</sup> day of December, 2013, the Commissioners Court of Ellis County, Texas does hereby:

1. Make a formal determination that Ellis County has been severely affected by the development of new oil and gas activity within the county generally, and more particularly, adversely affected by the increased heavy truck traffic on county maintained roads, and
2. Further determine that Ellis County would benefit from the availability of funds provided by the State of Texas pursuant to the provisions of Chapter 256 of the Texas Transportation Code, and
3. The area described more fully herein is unproductive and underdeveloped and the creation of a County Energy Transportation Reinvestment Zone would promote the public safety, facilitate the improvement, development or redevelopment of the property affected and enhance the County's ability to sponsor transportation projects within the County to be funded by said zone.
4. Finally, the creation of a County Energy Transportation Reinvestment Zone and the establishment of an ad valorem tax increment account will assist the county in addressing

the fiscal needs of the county, while permitting enhanced stability in the county budgeting process.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Commissioners Court of Ellis County, Texas, hereby establishes and creates a County Energy Transportation Reinvestment Zone as authorized by Chapter 222 of the Texas Transportation Code, such Zone to be titled as Ellis County Energy Transportation Reinvestment Zone No. 1 and operated in compliance with said Chapter, and the Commissioners Court further designates the contiguous territory identified in Exhibit A, attached hereto and incorporated herein by this reference, as the zone in which the captured appraised value of real property located within the zone shall be used to determine the tax increment funds to be devoted to transportation infrastructure projects within the limits of the County to be funded by said zone. The Court reserves the right to supplement this Order with corrections, modifications or other information which may be necessary to permit the correct determination of taxable values in subsequent years by filing an Order of Supplementation, and providing the same to the Ellis County Appraisal District.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the base year for purposes of determining the subsequent tax increment for the Ellis County Energy Transportation Reinvestment Zone No. 1 shall be the tax appraisal year of 2013, being the tax appraisal roll in effect on the adoption of this Order, on the 10<sup>th</sup> day of February, 2014.

In this regard, it is the FURTHER ORDER OF THIS COMMISSIONERS COURT, that an Advisory Board for the Ellis County Energy Transportation Reinvestment Zone No. 1, is hereby created, whose members shall serve for two years terms, and whose successors may be appointed by the Commissioners Court as their terms expire, or as vacancies may occur from time to time. The Advisory Board for the Ellis County Energy Transportation Reinvestment Zone No. 1, shall not be entitled to receive compensation for service on the board, nor entitled to reimbursement for expenses incurred in performing services as a member of the Advisory Board. The Advisory Board shall perform such tasks or functions as provided by law and as the Commissioners Court may from time to time require of the Advisory Board. The Advisory Board shall review all project plans for the zone created by this Order, and shall provide comment and recommendations to the Commissioners Court regarding the development of all plans and expenditure of funds from the Tax Increment Account established to benefit Transportation Infrastructure Projects within the County to be funded by the zone created by this Order. Such

recommendations shall be duly considered by the Commissioners Court, but are not binding upon the Commissioners Court.

Members of the Advisory Board are:

_____	Member

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the County Treasurer shall establish a suitable interest bearing account, to be known as the Ellis County Energy Transportation Reinvestment Zone No. 1 Tax Increment Account, and that such funds as may be accrued, pursuant to the provisions of §222.1701, Texas Transportation Code, shall be deposited annually into said account, together with such other and sundry funds as may be allocated to the said tax increment account by the Commissioners Court of Ellis County, Texas. Such funds may only be expended in compliance with Section 222.1071 (i) and (j), of the Texas Transportation Code, and only by separate Order of the Commissioners Court.

The Ellis County Energy Transportation Reinvestment Zone No. 1 shall remain in full force and effect for the initial term of ten years from the date of formation, and shall terminate on December 31 of the tenth (10<sup>th</sup>) year after designation of the zone, unless terminated earlier in conformity with law.

Read and Adopted this 10th day of February, 2014, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays.

\_\_\_\_\_  
County Judge

\_\_\_\_\_  
Commissioner, Precinct 1

\_\_\_\_\_  
Commissioner, Precinct 2

\_\_\_\_\_  
Commissioner, Precinct 3

\_\_\_\_\_  
Commissioner, Precinct 4

ATTEST:

\_\_\_\_\_  
County Clerk

## EXHIBIT A

Ellis County Energy Transportation Reinvestment Zone No. 1 will include the properties described below, including the full existing right of way of Ray White Road and V.V. Jones Road, where those roads abut or travel across the following properties:

Tax Parcel ID#	Description:
179637	42 R. Berry, 97.9 Acres
179561	42 R. Berry, 95.3 Acres

COUNTY OF ELLIS  
PRECINCT NO. 1

**ANNUAL ROAD REPORT**

1. Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation: See Attached Spreadsheet
2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: \$324,100.00; See Attached Spreadsheet
3. Number of traffic control devices in the precinct defaced or torn down: \_\_\_\_\_
4. Any new road that should be opened in the precinct: None
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: See Attached Spreadsheet

Submitted by the undersigned on this \_\_\_\_\_ day of \_\_\_\_\_.

Commissioner Dennis Robinson, Precinct 1

Subscribed and sworn to, before me, the undersigned authority, this \_\_\_\_\_ day of

\_\_\_\_\_.

Notary Public

Printed Name:

My commission expires: \_\_\_\_\_

COUNTY OF ELLIS  
PRECINCT NO. 2

**ANNUAL ROAD REPORT**

1. Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation: See Attached Spreadsheet
2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: \$1,001,582
3. Number of traffic control devices in the precinct defaced or torn down: \_\_\_\_\_
4. Any new road that should be opened in the precinct: None
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: See Attached Spreadsheet

Submitted by the undersigned on this \_\_\_\_\_ day of \_\_\_\_\_.

Commissioner Bill Dodson, Precinct 2

Subscribed and sworn to, before me, the undersigned authority, this \_\_\_\_\_ day of

\_\_\_\_\_.

Notary Public

Printed Name:

My commission expires: \_\_\_\_\_

COUNTY OF ELLIS  
PRECINCT NO. 3

**ANNUAL ROAD REPORT**

1. Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation: See Attached Spreadsheet
2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: \$775,500
3. Number of traffic control devices in the precinct defaced or torn down: \_\_\_\_\_
4. Any new road that should be opened in the precinct: None
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: See Attached Spreadsheet

Submitted by the undersigned on this \_\_\_\_\_ day of \_\_\_\_\_.

Commissioner Paul Perry, Precinct 3

Subscribed and sworn to, before me, the undersigned authority, this \_\_\_\_\_ day of

\_\_\_\_\_.

Notary Public

Printed Name:

My commission expires: \_\_\_\_\_

COUNTY OF ELLIS  
PRECINCT NO. 4

**ANNUAL ROAD REPORT**

1. Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation: See Attached Spreadsheet
2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: \$792,715
3. Number of traffic control devices in the precinct defaced or torn down: 237
4. Any new road that should be opened in the precinct: None
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: See Attached Spreadsheet

Submitted by the undersigned on this \_\_\_\_\_ day of \_\_\_\_\_.

Commissioner Ron Brown, Precinct 4

Subscribed and sworn to, before me, the undersigned authority, this \_\_\_\_\_ day of

\_\_\_\_\_.

Notary Public

Printed Name:

My commission expires: \_\_\_\_\_

# 2012/2013 Ellis County Precinct 1 Annual Road Report

Road Name	Miles	Road Begin	Road End	Concrete miles	Asphalt miles	Chip Seal miles	Gravel miles	Unimproved miles	0=poor to 5 = Excellent	Year rebuilt	Reason for degradation	2014 Maint. Cost
Abner Rd	0.247	490	I 45 Ser Rd			0.247						\$100.00
Almand Rd	1.512	FM 813	291			1.512			5	2013		\$38,000.00
Alsdorf Rd.	4.090					4.09			5	2012		\$0.00
Americana Rd	0.362	FM 983	DE			0.362			3		traffic/weather	\$150.00
Andrews Rd.	1.790					1.79			5	2012		\$0.00
Askew Rd	0.289	DE	Fm 780			0.3			4			\$100.00
Bardwell Cir	0.147	313	DE			0.147			5	2013		\$12,000.00
Batchler Rd	2.904	FM 938	520			2.7			3	2007	over wt. trucks	\$200.00
Bells Chapel Cir	0.050	378	DE			0.05			5	2011		\$150.00
Bent Trail	0.595	307	DE			0.6			5	2013		\$15,000.00
Bennett	0.600					0.6			5	2012		\$50.00
Berkshire Ln.	0.370	300	DE	0.37					5			\$0.00
Blue Ribbon Rd.	1.523					1.523			3	2009	weather	\$175.00
Bluff Springs Rd	2.230	FM 664	FM 983			2.23			3	2008	over wt.trucks/weather	\$200.00
Bobs Run Rd	1.134	385	389			1.134			4	2010		\$100.00
Boyce 1	0.500					0.5			4	2009		\$300.00
Old Boyce Rd.	3.690	329	FM 878			3.69			3	2008	over wt. trucks	\$200.00
Brushy Creek Rd	1.050	FM 983				1.05			3	2008	over wt. trucks	\$150.00
Brushy Way	0.500	564	576			0.5			3	2008	weather	\$100.00
Burl Moore	1.390					1.39			5	2012		\$0.00
Broadhead Rd.	0.500					0.5			5	2012		\$0.00
Cactus Rd	1.240	323	DE			1.24			4	2011		\$100.00
Carmen Dr	0.624	541	557			0.62			3	2007	weather/traffic	\$200.00
Castle Ridge	0.445	541	DE			0.45			3	2007	weather/traffic	\$250.00
Chaparral	1.100					1.1			3		over wt. trucks	\$150.00
Chapel Ct	0.120		DE			0.12			3			\$100.00
Chapel Hill Ln	0.590	378	DE			0.59			3			\$0.00
Chmelar Rd.	1.557					1.557			5	2012		\$0.00
Christian Rd.	2.330					2.33			5	2012		\$0.00
Crisp Rd.	2.710					2.71			3			\$500.00
Chazlin Ct.	0.440			0.44					5			\$0.00
Choice Dr	0.710	319	DE	0.71					5			\$0.00
Church Cir.	0.200					0.2			5	2012		\$100.00
Church St.	1.100					1.1			5	2012		\$0.00
Clouse	0.050	FM 813	DE				0.05					\$100.00
Cochise Dr	0.300	FM 660	DE			0.3			3		over wt. trucks	\$150.00
Coffey	0.300	FM 878	DE			0.3			3	2009	over wt. trucks	\$150.00
Cole Rd	1.000	FM 664	541			1			5	2013		\$14,000.00
Concho Cir	0.100	319	DE	0.1					5			\$50.00
Courtney	0.140			0.14					5			\$0.00
Courtney Meadows	0.300			0.3					5			\$0.00
Cottonwood St	0.456	332	DE			0.46			5	2013		\$16,000.00

Road Name	Miles	Road Begin	Road End	Concrete miles	Asphalt miles	Chip Seal miles	Gravel miles	Unimproved miles	0=poor to 5 = Excellent	Year rebuilt	Reason for degradation	2014 Maint. Cost
Creekview	0.327	316	300			0.33			5	2012		
Crest Brook	0.454	556	FM 664			0.46			3	2009	weather	\$0.00
Carlton Parkway	0.370					0.37			3	2008	weather	\$100.00
Crescent View Dr.	0.480					0.48			5	2012		\$0.00
Dandy Mill	0.392	544	545			0.392			3	2007	over wt, trucks	\$100.00
Davenport	0.370			0.37					5			\$0.00
Deborde Cir	0.670	FM 664	FM 664			0.67			2	2006	weather/traffic	\$200.00
Diane Rd	0.496	FM 660	465			0.5			5	2011		\$100.00
Dublin Ct.	0.130			0.13					5			\$0.00
Eason Rd.	2.600					2.6			2		over wt. trucks/weather	\$300.00
Eagles View Dr.	0.410					0.41			5	2012		\$0.00
Eagles Roost Cir.	0.076					0.41			5	2012		\$0.00
East Campus Dr	1.817	329	FM 878	1.817					5			\$0.00
Eastridge Cir	1.243	527	527			1.243			5	2011		\$0.00
East India Rd.	1.830					1.83			2	2006	traffic/weather	\$600.00
Ebenezer Rd	3.335	FM 878	FM 879			3.335			4	2011		\$100.00
Flower Meadows	0.110			0.11					5			\$0.00
Eleven League	0.600					0.6			5	2013		\$24,000.00
Emil Ln.	0.055						0.055					\$200.00
Emmett Cir	0.449	307	534			0.449			2	2008	weather	\$150.00
Epps Rd	2.387	DE	335			2.387			2	2007	over wt. trucks	\$375.00
Ewing Rd	1.680	FM 983	DE			1.68			5	2013		\$43,000.00
Fallen	0.546					0.546			5	2012		\$0.00
Farrar Rd	5.061	291	323			5.061			3	2009	over wt. trucks	\$300.00
Ferris Rd	0.254	519	Ferris Cylm			0.254			3	2007	traffice/weather	\$150.00
Festus Rd.	1.019	385	DE			1.02			3	2009	over wt. trucks	\$100.00
Garrett Ave	3.628	Pal Cylm	Gar Cylm			3.628			4	2011		\$250.00
Gentle Ridge	0.174	939	DE			0.174			3	2007	weather	\$100.00
Gibson Rd	4.086	FM 813	FM 878			4.086			2	2010	over wt. trucks	\$200.00
Glaspay Rd.	0.530						0.53					\$100.00
Golden Coast Cir	0.080	319	DE	0.08					5			\$0.00
Goliad Cir	0.891	294	297			0.89			5	2013		\$26,000.00
Greenoaks Dr	0.171	320	DE			0.171			4	2010		\$0.00
Hall Rd	1.612	FM 780	FM 780			1.612			4	2009		\$150.00
Hampel Rd.	2.200					2.2			3	2009	over wt. trucks	\$300.00
Hampshire	0.328					0.328			3	2007	traffice/weather	\$100.00
Harper Dr	0.778	Fm 660	DE			0.778			5	2013		\$24,000.00
Hart Cir	0.175	310	DE			0.175			4	2009		\$100.00
Heard Rd.	0.200						0.2					\$100.00
Hearn Ln.	0.550			0.55					5			\$0.00
Heather Ln	0.400	300	316			0.4			4			\$100.00
Henry Ln	0.500	308	DE			0.5			3		weather	\$200.00
Hill Rd	0.376	FM 664	549			0.38			3		over wt. trucks	\$100.00
Honey Tree Dr	0.162	320	DE			0.162			3	2010	weather	\$150.00
Hunsucker Rd	2.880	319	291			2.88			3	2010	traffic	\$100.00

Road Name	Miles	Road Begin	Road End	Concrete miles	Asphalt miles	Chip Seal miles	Gravel miles	Unimproved miles	0=poor to 5 = Excellent	Year rebuilt	Reason for degradation	2014 Maint. Cost
Hurst Cir	1.448	FM 660	FM 660			1.448			1	2005	over wt. trucks	\$300.00
Ike Rd.	1.123					1.123			1		weather	\$200.00
India Rd	0.709	FM 660	FM 780			0.709			2	2005	weather/traffic	\$250.00
India Rd, E	1.838	FM 780	Maint End			1.838			1		over wt. trucks	\$200.00
James	1.310	480 FM 780	483			1.31			3	2009	over wt. trucks	\$100.00
Jason Dr	0.624	557	541			0.62			2		weather	\$150.00
Jeffrey Rd	0.322	813	DE			0.322			5	2013		\$12,000.00
Kings Court	0.370			0.37					5			\$0.00
Kimberly Hill	0.444	FM 813	814			0.444			5	2013		\$17,000.00
La Cresta	0.275	554	551			0.28			3	2009	trafficweather	\$50.00
Lassetter Dr	0.870	541	554			0.87			3	2006	traffic/weather	\$100.00
Link Ct	0.219	542 530	DE			0.219			5	2011		\$0.00
Link Dr	0.409	543/542	527			0.409			5	2011		\$0.00
Littledock Rd	0.886	Ferris Cylm	45B Ser Rd			0.886			3	2009		\$200.00
Loma Linda Rd	0.655	Lock Gate	FM 813			0.655			3	2007		\$400.00
Loycie	0.140					0.14						\$0.00
Lyon Lane	0.327					0.327			5	2013		\$11,000.00
Lynn Anne Dr	0.534	531	527			0.534			5	2011		\$0.00
Magellan Cir	0.602	DE	545			0.602			2	2007	weather	\$150.00
Maple Leaf St	0.170	FM 813	939			0.17			2	2007	weather	\$100.00
Margaret Ln	0.523	309	FM 983			0.523			3	2008	weather	\$200.00
Martinek	0.419					0.419						\$100.00
Matt Rd	0.693	385	I 45 Ser Rd			0.693			3	2010		\$150.00
McDaniel Rd.	1.250	I 45 Ser Rd	Lock Gate			1.26			2	2005	over wt. trucks	\$2,000.00
McKeever Rd	1.201	300	FM 813			1.201			4	2009		\$300.00
McKnight Rd	0.895	469	472			0.895			4	2010		\$0.00
Maree Ct.	0.200					0.2			4	2008		\$50.00
Maree Dr.	0.698					0.689			4	2008		\$50.00
Meadow Glenn Dr.	0.200			0.2					5			\$0.00
Meadow Lark Ln	0.721	307	540			0.721			3	2007	weather	\$350.00
Meandering Way	0.277	932	939			0.277			3	2007	weather	\$100.00
Melanie Ln	0.464	FM 660	469			0.464			1		weather	\$250.00
Mohundro Dr	0.766	FM 780	470			0.766			4	2010		\$0.00
Moyer	1.030	FM 780	Lock Gate			1.03			2	2006	over wt. trucks	\$200.00
Navajo Rd	0.345	FM 660	DE			0.345			5	2011		\$50.00
Neck Rd	4.453	385	FM 813			4.453			2	2009	over wt. trucks	\$500.00
Newton Rd	5.498	I 45 Ser Rd	FM 660			5.5			3	2008	over wt. trucks	\$1,200.00
N. Old Walnut St.	0.110					0.11		0.11	5	2012		\$0.00
S. Old Walnut St.	0.320					0.32		0.32	5	2012		\$0.00
Novy Rd.	2.410					2.41			5	2012		\$0.00

Road Name	Miles	Road Begin	Road End	Concrete miles	Asphalt miles	Chip Seal miles	Gravel miles	Unimproved miles	0=poor to 5 = Excellent	Year rebuilt	Reason for degradation	2014 Maint. Cost
Nolan Rd	0.915	518	Ferris Cylm			0.915			3	2008	over wst. trucks	\$400.00
Norman Rd	2.601	FM 878	300					2.601				\$150.00
Oakcreek Plaza	0.089	816	DE	0.089					5			\$0.00
Oakcreek Rd	0.325	FM 2377	DE	0.325					5			\$0.00
Oates Rd	1.776	FM 813	I 45 Ser Rd			1.776			3	2009	over wt. trucks	\$100.00
Oglesby Rd	1.002	FM 2377	541			1.002			3	2008	weather	\$100.00
Old Elm	0.224					0.224			5	2012		\$0.00
Old Gin Rd.	1.410					1.41			5	2012		\$0.00
Old Oak ST.	0.240					0.24			5	2012		\$0.00
Old Pecan St.	0.243					0.243			5	2012		\$0.00
Orr Cir	0.300	FM 878	DE			0.3			3	2009	over wt. trucks	\$100.00
Otter Rd	0.325	DE	DE			0.325			3	2010	weather	\$100.00
Old Jones	1.300						1.3					\$200.00
Pace Rd	1.096	291	I 45 Ser Rd			1.069			1		over wt. trucks	\$250.00
Palmyra Rd	5.244	Pal Cylm	FM 983			5.244			2	2010	over wt. trucks	\$400.00
Panorama Loop	1.362					1.362			3		weather	\$100.00
Parker Ridge	0.610					0.61			2		weather	\$200.00
Park Crest	0.320	556	555			0.32			2		weather	\$100.00
Park Meadows	0.130			0.13					5			\$0.00
Parker Rd	0.590	DE	294			0.59			3	2008	weather	\$100.00
Parker Hill	4.250					4.25			2	2011	over wt. trucks	\$600.00
Pecos	0.072					0.072						\$100.00
Pine Rd	4.090	482	Maint End					4.09				\$200.00
Pierce Rd.	1.530					1.53			5	2013		\$42,000.00
Pratt Rd	3.318	FM 2377	Dal C/L			3.318			4	2011		\$200.00
Preston Rd	0.592	527	DE			0.592			4	2011		\$0.00
Pritchett Rd	0.800	P/Hill Cylm	378			0.8			2		weather	\$200.00
Pump House	1.380					1.38			3		weather	\$100.00
Quail Run Ct	0.094	541	DE			0.094			3	2008	weather	\$100.00
Rachelle	0.793	527	DE			0.793			4	2011		\$0.00
Ranch One Rd	0.371	303	DE			0.371			4	2010		\$100.00
Ranch Two Rd	0.314	485	DE			0.314			3		over wt. trucks	\$100.00
Ranier Ct	0.119	478	DE			0.119			3	2008	weather	\$0.00
Raintree Rd.	0.050					0.05			2		over wt. trucks	\$50.00
Remington Dr	0.917	323	323			0.917			1		weather	\$200.00
Ridge Crest St	0.453	FM 664	556			0.453			3	2007	weather	\$100.00
Ridge Oak Ct	0.069	577	DE			0.069			3	2008	weather	\$100.00
Ridge Oak Dr	0.809	573	DE			0.809			3	2008	weather	\$200.00
Ridge Way	0.319	555	556			0.319			3	2007	over wt. trucks	\$100.00
Ridgewood Dr	0.767	479	DE			0.767			3	2008	over wt trucks	\$100.00
Rios Rd	0.500	FM878					0.5	0.5				\$100.00

Road Name	Miles	Road Begin	Road End	Concrete miles	Asphalt miles	Chip Seal miles	Gravel miles	Unimproved miles	0=poor to 5 = Excellent	Year rebuilt	Reason for degradation	2014 Maint. Cost
Risinger Rd	2.050		I 45 Ser Rd			2.05			2	2008	over wt. trucks	\$300.00
Robert	0.133					0.133						
Robinett	1.658					1.658			1-Jan	2008	over st. trucks	\$300.00
Rock Creek Ln	0.654	540	307			0.645			3	2007	weather	\$200.00
Rock Creek Dr.	0.172					0.172			3	2007	over wt. trucks	\$100.00
Rock Hill Dr	0.386	536	538			0.386			3	2007	over wt. trucks	\$100.00
Rocky Ridge St	0.913	541	571			0.193			3	2008	over wt. trucks	\$150.00
Ross Rd	0.024	390	Maint End			0.024			5	2011		\$0.00
Rutherford Rd	3.032	300	FM 878			3.032			2	2006	over wt. trucks	\$500.00
Rushy Creek Cir.	0.050					0.05			2		weather	\$300.00
Rushy Creek Trl..	0.420					0.42			2		weather	\$100.00
Shade Tree St.	0.116					0.116			5	2012		\$0.00
Shankle Rd.	2.510					2.51			3		weather	\$400.00
Skrivanek Rd.	0.810					0.81			5	2012		\$0.00
Slate Rock Rd.	3.500					3.5			5	2012		\$0.00
Stacks Rd.	3.250					3.25			5	2012		\$0.00
Sugar Ridge	2.900					2.9			2		over wt. trucks	\$400.00
Sanger Creek	0.690					0.69			2		weather	\$100.00
Sawmill Rd	1.500		FM 660			1.5			3	2005	over wt. trucks	\$200.00
Scenic Ct	0.103	DE	DE			0.103			3	2007	weather	\$50.00
Scenic Dr.	0.360	FM 813	DE			0.36			3	2007	weather	\$100.00
Shadow Dr	0.362	576	541			0.362			3	2008	weather	\$100.00
Shadow Ridge Dr	0.382	564	573			0.382			3	2008	weather	\$100.00
Shady Brook	0.550	307	539			0.55			3	2007	weather	\$100.00
Shady Creek Cir	0.900	307	307			0.9			4	2010		\$0.00
Sharpshire	0.400					0.4			4	2009		\$100.00
Sharpshire East	0.812	FM 387	DE			0.812			3	2007	over wt. trucks	\$200.00
Sharpshire North	0.240					0.24			3	2007	over wt. trucks	\$50.00
Shelby Cir	0.900	FM 983	FM 983			0.9			2		over wt. trucks	\$200.00
Silver Creek Cir	0.080	319		0.08					5			\$0.00
Smith Cemetery Rd	0.227	313	310			0.227			3	2009	over wt. trucks	\$200.00
So. Main St.	0.550					0.55						\$300.00
Southwick	0.550	FM 813	930			0.55						\$100.00
Springdale Ct	0.037	936	DE			0.037				2007		\$50.00
Springsdale Dr	0.199	939	934			0.2			3	2007	weather	\$0.00
Squires Ct.	0.200			0.2					5			\$0.00
Stagecoach St	0.535	541	564			0.535			3	2008	weather	\$100.00
Stainback Rd	3.306	527	Dal C/L			3.306			2		over wt. trucks	\$150.00
Stonebridge Dr	0.145	546	DE			0.145			3	2007	weather	\$100.00
Steeldust Dr.	0.300			0.3					5			\$0.00
Steeldust Ct.	0.300			0.3					5			\$0.00
Summerall Ct	0.669	FM 983	306			0.669			3	2008	weather	\$100.00
Sunrise Ct	0.277	FM 813	DE			0.227			5	2012		\$0.00
Sutton Rd	2.460	FM 813	300			2.46			4	2010		\$0.00
Sunridge	1.200					1.2			3		weather	\$300.00

Road Name	Miles	Road Begin	Road End	Concrete miles	Asphalt miles	Chip Seal miles	Gravel miles	Unimproved miles	0=poor to 5 = Excellent	Year rebuilt	Reason for degradation	2014 Maint. Cost
Tall Willow	0.168					0.168			5	2012		\$0.00
Tanner's Farm Rd	0.510	FM 664	544			0.51			2	2007	over wt. trucks	\$300.00
Ten Mile Rd	2.431	FM 780	Dal 1010 1009			2.431			4	2010		\$200.00
Texas Dr	0.311	291	DE			0.311			3	2008	weather	\$100.00
Thames	0.100			0.1					5			\$0.00
Timberland Dr	0.280	551	554			0.28			3	2007	weather	\$50.00
Trojacek	1.510					1.51			3		over wt. trucks	\$500.00
Tree House Ln	0.385	536	538			0.385			2	2007	over wt. trucks	\$100.00
Trinity Basin Rd	0.700	FM 780/481	Griffin Hill Rd PVT			0.7			3	2005	over wt. trucks	\$300.00
Trunbull Cir.	0.327	384	384			0.327			4	2010		\$0.00
Trumbull Rd	0.971	Spur 561	384			0.971			4	2010		\$0.00
Trumbull Rd	0.060	488	145 Ser Rd			0.06			4	2010		\$0.00
Trumbull Rd	1.264	384	303			1.264			4	2010		\$0.00
Union Hill Rd.	5.945					5.945			5-Jan	2012		\$300.00
Valdez Rd.	0.800					0.8			5	2012		\$0.00
Vannerson Rd.	0.610					0.61			2		over wt. trucks	\$350.00
Vineyard View	0.424	310	DE			0.424			5	2011		\$0.00
Vinson Camco side	0.300			0.3					5			\$0.00
Vinson Ln	1.886	527	307	1.886					5	2013		\$0.00
Walnut	0.255					0.255			5	2012		\$0.00
Westminister Rd.	0.400					0.4			3	2007	weather	\$100.00
Wester Rd	2.627	145 Ser Rd	291			2.627			3	2010	over wt. trucks	\$250.00
Whitehouse Rd.	1.580					1.58			5	2012		\$0.00
Wickliffe Rd	1.973	FM 660	FM 780			1.973			4	2010		\$0.00
Windsor	0.130			0.13					5			\$0.00
Willow Creek	0.500					0.5			5	2013		\$0.00
Wilbrook Rd	0.317	DE	DE			0.317			1		over wt. trucks	\$200.00
Wilshire Cir.	0.200			0.2		0.2			5			\$0.00
Wilson Rd	7.489	FM 879	343			7.489			4	2011		\$100.00
Wolf Springs Rd	1.353	Dal C/L	Ferris Cty Lim			1.353			4	2011		\$100.00
Woodridge Rd	1.933	300	320			1.933			4	2010		\$100.00
Youngblood	1.809					1.809			5	2012		\$0.00
Zodiac Strait	0.337	548	544			0.337			3	2007	weather	\$200.00
<b>Totals</b>	<b>246.32</b>			<b>9.73</b>	<b>0.00</b>	<b>226.84</b>	<b>2.64</b>	<b>7.62</b>	<b>837.00</b>			<b>\$324,100.00</b>

Road Name	Miles	Road Begin	Road End	Concrete miles	Asphalt miles	Chip Seal miles	Gravel miles	Unimproved miles	0=poor to 5 = Excellent	Year rebuilt	Reason for degradation	2014 Maint. Cost
-----------	-------	------------	----------	----------------	---------------	-----------------	--------------	------------------	-------------------------	--------------	------------------------	------------------

Ellis County Roads Pct.2

Road Name	Asphalt	Chip Seal	Gravel	Dirt	Concrete	Condition of Road	Cost of Improvement	Maintenance Cost	Discription of Issue
OLD HWY 287	1.5					Excellent		\$ 250	
Allard Rd		0.5				Poor		\$ 24,000	Age of road and needs additional base
Alma Drive		0.5				Poor		\$ 400	Age of road and needs additional base - Truck Traffic
N ANTHONY RD		1.3				Poor		\$ 1,000	Needs additional base due to Truck and Farm Equipment Traffic
S ANTHONY RD			1.3			Poor		\$ 500	Needs additional base due to Truck and Farm Equipment Traffic
S ARMSTRONG RD			2.6			Poor		\$ 80,000	Needs additional base due to Truck and Farm Equipment Traffic
AUSTONIA RD		3.0				Poor		\$ 8,000	Needs additional base due to Truck and Farm Equipment Traffic
AUTUMN RD		0.5				Fair		\$ 200	Needs additional base due to Truck and Farm Equipment Traffic
BACAK RD			2.1			Poor		\$ 95,000	Needs additional base due to Truck and Farm Equipment Traffic
BARDWELL DAM RD			3.1			Poor		\$ 500	Needs additional base due to Truck and Farm Equipment Traffic
BARKER RD			0.7			Poor		\$ 300	Needs additional base due to Truck and Farm Equipment Traffic
BASINGER RD			3.4			Poor		\$ 15,000	Needs additional base due to Truck and Farm Equipment Traffic
BERRY RD			2.0			Poor		\$ 500	Needs additional base due to Truck and Farm Equipment Traffic
BIGHAM RD		0.1				Fair		\$ 200	Needs additional base due to Truck and Farm Equipment Traffic
BILLS RD			0.6			Poor		\$ 200	Needs additional base due to Truck and Farm Equipment Traffic
BLAZEK RD		1.4				Fair		\$ 200	Needs additional base due to Truck and Farm Equipment Traffic
BOREN RD		0.2				Poor		\$ 10,000	Need additional base
BOYCE FIRST ST		0.7				Poor		\$ 350	Needs additional base due to Truck and Farm Equipment Traffic

Ellis County Roads Pct.2

Road Name	Asphalt	Chip Seal	Gravel	Dirt	Concrete	Condition of Road	Cost of Improvement	Maintenance Cost	Discription of Issue
BOYCE SECOND ST		0.1				Fair		\$ 350	Needs additional base
BOYCE THIRD ST		0.2				Fair		\$ 400	Needs additional base
BOZEK LN		1.7				Fair		\$ 200	Needs additional base due to Truck and Farm Equipment Traffic
BRAZIER RD		1.3				Poor		\$ 1,400	Needs additional base due to Truck and Farm Equipment Traffic
BROWN RD		0.6				Good		\$ 200	Needs additional base due to Truck and Farm Equipment Traffic
BRUCE RD			0.6			Poor		\$ 150	Nees additional base due to Truck and Farm Equipment Traffic
BUCKEYE RD			0.2			Good		\$ 100	Needs additional base due to Truck and Farm Equipment Traffic
BUNKEY RD		1.5				Poor		\$ 3,000	Needs additional base due to Truck and Farm Equipment Traffic
BURNHAM SQUARE RD		0.3				Poor		\$ 200	Needs additional base due to Truck and Farm Equipment Traffic
CANE RD			1.7			Fair		\$ 600	Needs additional base due to Truck and Farm Equipment Traffic
CARTWRIGHT RD		3.2				Poor		\$ 150,000	Needs additional base due to Truck and Farm Equipment Traffic
CATHY LN		0.1				Fair		\$ 200	Needs base
CENTRAL HIGH RD		1.7				Poor		\$ 1,200	Needs additional base due to Truck and Farm Equipment Traffic
CHILDRESS RD			0.5			Poor		\$ 300	Needs base material
CHILDS RD		0.1				Fair		\$ 200	Needs base material
CHISHOLM TRAIL		0.8				Fair		\$ 200	Nees base material
CLEMMONS			0.3			Fair		\$ 300	and Farm Equipment Traffic
CODY RD		2.3				Good		\$ 200	Needs some base material
COLVIN RD			0.3			Poor		\$ 600	Needs additional base due to Truck and Farm Equipment Traffic
COOKE RD		1.8				Fair		\$ 200	and Farm Equipment Traffic
S COOKE RD		1.2				Fair		\$ 500	Needs additional base due to Truck and Farm Equipment Traffic

Ellis County Roads Pct.2

Road Name	Asphalt	Chip Seal	Gravel	Dirt	Concrete	Condition of Road	Cost of Improvement	Maintenance Cost	Discription of Issue
CORRAL RD					0.3	Excellent		\$ 300	
CUMMINS CREEK RD		1.9				Good		\$ 200	and Farm Equipment Traffic
CUT OFF RD			4.7			Poor		\$ 10,000	Needs additional base due to Truck and Farm Equipment Traffic
DAVIS RD			1.4			Poor		\$ 300	Needs additional base due to Truck and Farm Equipment Traffic
DICKINSON RD			0.2			Poor		\$ 200	Needs additional base due to Truck and Farm Equipment Traffic
DRY BRANCH RD		0.9				Fair		\$ 500	Needs additional base due to Truck and Farm Equipment Traffic
DUNKERLY RD		2.3				Fair		\$ 2,500	Needs additional base due to Truck and Farm Equipment Traffic
E B LANE		1.2				Fair		\$ 1,000	Needs additional base due to Truck and Farm Equipment Traffic
E HAVEN RD		0.7				Fair		\$ 250	Needs additional base due to Truck and Farm Equipment Traffic
ELMER LN			0.3			Good		\$ 100	Needs Base
ENNIS PARKWAY		0.3				Good		\$ 100	Needs Base
ENSIGN RD		5.0				Good		\$ 1,000	Needs Base
RD			0.3			Poor		\$ 600	and Farm Equipment Traffic
FARMER RD		1.4				Poor		\$ 1,500	Needs additional base due to Truck and Farm Equipment Traffic
FEASTER RD		4.4				Fair		\$ 10,000	Needs additional base due to Truck and Farm Equipment Traffic
GENTRY RD			1.7			Fair		\$ 2,000	Needs additional base due to Truck and Farm Equipment Traffic
GERRON RD			0.9			Poor		\$ 600	Needs additional base due to Truck and Farm Equipment Traffic
GETZENDANER RD			1.8			Fair		\$ 5,000	Needs additional base due to Truck and Farm Equipment Traffic
GIBSON ST (Garrett)		0.3				Good		\$ 400	Needs base
GILES RD (Off of 77)		0.2				Fair		\$ 250	Needs Base
GILES ST (Avalon)		0.1				Good		\$ 200	Needs Base

Ellis County Roads Pct.2

Road Name	Asphalt	Chip Seal	Gravel	Dirt	Concrete	Condition of Road	Cost of Improvement	Maintenance Cost	Discription of Issue
GILLESPIE RD		1.4				Poor		\$ 1,500	Needs additional base due to Truck and Farm Equipment Traffic
GIN RD		2.0				Poor		\$ 2,000	Needs additional base due to Truck and Farm Equipment Traffic
GOODWYN RD		4.2				Fair		\$ 500	Needs additional base due to Truck and Farm Equipment Traffic
GORMAN RD			1.1			Poor		\$ 7,500	Needs additional base due to Truck and Farm Equipment Traffic
GRAINERY RD		0.2				Fair		\$ 500	Needs additional base due to Truck and Farm Equipment Traffic
GRIFFITH RD			0.7			Poor		\$ 300	Needs additional base due to Truck and Farm Equipment Traffic
HARRINGTON RD			0.6	1.472		Poor		\$ 250	Needs additional base due to Truck and Farm Equipment Traffic
S HAVEN PL		0.1				Good		\$ 200	Needs Gravel
HEMPHILL ST(Avalon)		0.3				Good		\$ 200	Needs Base
HIGHVIEW PARK RD.		0.4				Good		\$ 300	Needs Base
HILLTOP DR		0.5				Poor	\$ 24,340		Needs Base
HODGE RD			2.0			Poor		\$ 800	and Farm Equipment Traffic
HOOPER CEMETERY RD		0.9				Poor		\$ 48,000	Needs Base
HOPEWELL RD		0.6				Good		\$ 200	Needs Base
HORNIK RD		2.1				Fair		\$ 5,000	Needs additional base due to Truck and Farm Equipment Traffic
HUGHES CEMETERY RD		1.9				Poor		\$ 1,200	Needs additional base due to Truck and Farm Equipment Traffic
ISOM RD		0.5	1.0			Poor		\$ 3,500	Needs additional base due to Truck and Farm Equipment Traffic
J C SPENCE RD			1.3			Poor		\$ 1,250	Needs additional base due to Truck and Farm Equipment Traffic
J T RANCH RD			1.1			Poor		\$ 500	Needs additional base due to Truck and Farm Equipment Traffic
J K RD			0.4			Fair		\$ 200	Needs additional base due to Truck and Farm Equipment Traffic

Ellis County Roads Pct.2

Road Name	Asphalt	Chip Seal	Gravel	Dirt	Concrete	Condition of Road	Cost of Improvement	Maintenance Cost	Discription of Issue
JACK EASTHAM RD		1.7				Fair		\$ 500	Needs additional base due to Truck and Farm Equipment Traffic
JAMIE LN			0.3			Poor		\$ 300	Needs additional base due to Truck and Farm Equipment Traffic
JENKINS RD				1.6		Poor		\$ 100	Needs base
KASPAR RD		0.3				Good		\$ 200	Nees Base
KIRBY St (Avalon)		0.3				Good		\$ 250	Needs Base
KIRKPATRICK RD		1.7				Poor	\$ 82,740	\$ 82,746	Needs additional base due to Truck and Farm Equipment Traffic
KRAJCA RD		1.1				Good		\$ 300	Needs Base
LAKE SAWYER RD		0.9				Good		\$ 250	Needs Base
LAKEVIEW RD		1.7				Fair		\$ 1,500	Needs base
LAZA RD		0.2				Good		\$ 200	Needs base
LISKA RD		2.2				Good		\$ 500	Needs base
LOG CABIN RD		2.1				Poor		\$ 85,000	Needs additional base due to Truck and Farm Equipment Traffic
LONE OAK RD		2.3				Good		\$ 300	Needs base
LONG BRANCH CIRCLE		2.2				Poor		\$ 1,200	Need additional base due to Truck and Farm Equipment Traffic
LUMKINS RD		2.5				Poor		\$ 12,000	Needs additional base due to Truck and Farm Equipment Traffic
LYONS RD			0.7			Fair		\$ 500	Needs base
MACH RD			1.5			Fair		\$ 1,000	Needs additional base due to Truck and Farm Equipment Traffic
MALONEY RD			0.2			Poor		\$ 150	Needs additional base due to Truck and Farm Equipment Traffic
MCCRADY RD		1.4				Fair		\$ 5,000	Needs additional base due to Truck and Farm Equipment Traffic
MOSELEY RD		3.4				Good		\$ 300	Needs base
MUSTANG RD		3.0				Good		\$ 250	Needs base
NASH HOWARD RD		3.2				Fair		\$ 1,000	Needs additional base due to Truck and Farm Equipment Traffic

Ellis County Roads Pct.2

Road Name	Asphalt	Chip Seal	Gravel	Dirt	Concrete	Condition of Road	Cost of Improvement	Maintenance Cost	Discription of Issue
NE MAIN (near Elk MFG.)		0.3				Fair		\$ 2,000	Needs additional base due to Truck and Farm Equipment Traffic
NESUDA RD		1.0				Good		\$ 250	Needs base
NEWMAN RD		1.4				Poor		\$ 30,000	Needs additional base due to Truck and Farm Equipment Traffic
NW Main		0.5				God		\$ 250	Needs base
OAK GROVE		2.9				Good		\$ 500	Needs base
OAKLAWN RD		0.3				Good		\$ 150	Needs base
ODOM RD		1.8				Porr		\$ 3,000	Needs additional base due to Truck and Farm Equipment Traffic
OIL FIELD RD			2.8			Poor		\$ 2,500	Needs additional base due to Truck and Farm Equipment Traffic
city to CO Rd 180)			1.2			Good		\$ 150	Needs base
RD/Knighthurst (Lowe's -			0.8			Good		\$ 1,000	Needs base
OLD ALMA RD /Knighthurst (East of Ennis Paint			0.9			Poor		\$ 500	Needs additional base due to Truck and Farm Equipment Traffic
OLD BLOOMING GROVE (Avalon)		0.3				Good		\$ 150	Needs base
OLD BOYCE RD (North of 287)		3.4				Good		\$ 250	Needs base
OLD BOYCE RD (South of 287)		0.8				Fair		\$ 150	Needs additional base due to Truck and Farm Equipment Traffic
OLD CHURCH RD		2.9				Fair		\$ 500	Needs additional base due to Truck and Farm Equipment Traffic
OLD PARK RD		1.8				Poor		\$ 1,000	Needs additional base due to Truck and Farm Equipment Traffic
OLD REAGOR SPRINGS RD		0.3				Poor		\$ 300	Needs base
OLD TELICO RD		3.4				Fair	\$ 165,493		Needs additional base due to Truck and Farm Equipment Traffic
OLD WAXAHACHIE RD		5.1				Fair	\$ 248,240		Needs additional base due to Truck and Farm Equipment Traffic

Ellis County Roads Pct.2

Road Name	Asphalt	Chip Seal	Gravel	Dirt	Concrete	Condition of Road	Cost of Improvement	Maintenance Cost	Discription of Issue
OX LN			0.6			Poor		\$ 750	Needs additional base due to Truck and Farm Equipment Traffic
PARKS SCHOOL HOUSE RD			2.7			Poor		\$ 1,500	Needs additional base due to Truck and Farm Equipment Traffic
PATAK RD			0.4			Fair		\$ 150	Needs base
PECAN GROVE RD		2.9				Fair		\$ 135,736	Needs additional base due to Truck and Farm Equipment Traffic
PIGG RD		2.0				Good		\$ 2,000	Needs additional base due to Truck and Farm Equipment Traffic
PONY RD			0.5			Poor		\$ 100	Needs additional base due to Truck and Farm Equipment Traffic
POWELL St. (Avalon)		0.5				Good		\$ 150	Needs base
PRACHYL RD		1.3				Poor		\$ 300	Needs additional base due to Truck and Farm Equipment Traffic
QUARTER HORSE RD					0.3	Excellent		\$ 100	
RAMONS RD		2.7				Poor		\$ 500	Needs additional base due to Truck and Farm Equipment Traffic
RED BUD CT		0.1				Good		\$ 200	Needs base
REDWINE LN				1.3		Fair		\$ 100	Needs base
Rider Rd		0.6				Good		\$ 350	Needs base
ROACH RD		1.4				Poor		\$ 650	Needs additional base due to Truck and Farm Equipment Traffic
S ROACH RD			0.5			Poor		\$ 150	Needs additional base due to Truck and Farm Equipment Traffic
RODEO RD					0.2	Excellent		\$ 100	
ROY WATSON RD			0.6			Poor		\$ 250	Needs additional base due to Truck and Farm Equipment Traffic
RUDD RD		0.5				Good		\$ 150	Needs base
SANDTOWN RD			0.5			Poor		\$ 300	Needs additional base due to Truck and Farm Equipment Traffic
SANDSWITCH RD		1.7	2.9			Poor		\$ 55,000	Needs additional base due to Truck and Farm Equipment Traffic

Ellis County Roads Pct.2

Road Name	Asphalt	Chip Seal	Gravel	Dirt	Concrete	Condition of Road	Cost of Improvement	Maintenance Cost	Discription of Issue
SECTION HOUSE RD		1.9				Poor		\$ 500	Needs additional base due to Truck and Farm Equipment Traffic
SHAW RD		0.4				Fair		\$ 350	Needs additional base due to Truck and Farm Equipment Traffic
SHERRY LN		1.7				Poor		\$ 1,000	Needs additional base due to Truck and Farm Equipment Traffic
SISSOM AVE. (Avalon)		0.4				Good		\$ 3,000	Needs base
SLAMA RD			1.9			Good		\$ 150	Needs base
SLEEPY HOLLOW RD		1.1				Fair	\$ 52,987		Needs base
SLOVACEK RD		1.4				Poor		\$ 650	Needs additional base due to Truck and Farm Equipment Traffic
SLOVAK RD		0.5				Fair		\$ 350	Needs additional base due to Truck and Farm Equipment Traffic
ST CLAIR RD			1.6			Poor		\$ 1,500	Needs additional base due to Truck and Farm Equipment Traffic
STEVENS RD		2.2				Good		\$ 350	Needs base
STRUNC RD				0.8		Poor		\$ 100	Needs base
SULLIVAN RD		2.3				Poor		\$ 2,500	Needs additional base due to Truck and Farm Equipment Traffic
TEES RD			1.5			Fair		\$ 3,000	Needs additional base due to Truck and Farm Equipment Traffic
W TEES RD			0.3			Fair		\$ 300	Needs additional base due to Truck and Farm Equipment Traffic
TELICO CEMETERY RD		0.4				Fair		\$ 400	Needs Base
THOROUGHbred RD					0.2	Excellent		\$ 150	
TIMS RD			0.9			Poor		\$ 2,000	Needs additional base due to Truck and Farm Equipment Traffic
TOM SAWYER RD		1.2				Good		\$ 250	Needs Base
TOTH RD		1.7				Fair		\$ 800	Needs additional base due to Truck and Farm Equipment Traffic

Ellis County Roads Pct.2

Road Name	Asphalt	Chip Seal	Gravel	Dirt	Concrete	Condition of Road	Cost of Improvement	Maintenance Cost	Discription of Issue
TURNER RD		1.1				Poor		\$ 250	Needs additional base due to Truck and Farm Equipment Traffic
VALEK RD		1.5				Fair		\$ 1,250	Needs base
VRZALIK RD			0.1			Fair		\$ 100	Needs base
W.W. RD			0.3			Poor		\$ 100	Needs additional base due to Truck and Farm Equipment Traffic
WAKELAND RD			2.3			Poor		\$ 1,500	Needs additional base due to Truck and Farm Equipment Traffic
Walker Creek Rd			3.4			Fair		\$ 10,000	Needs additional base due to Truck and Farm Equipment Traffic
WALKER RD				1.0		Poor		\$ 150	Needs additional base due to Truck and Farm Equipment Traffic
WEST RD		3.0				Fair		\$ 12,000	Needs additional base due to Truck and Farm Equipment Traffic
White Rock Rd		2.7				Good		\$ 800	Needs additional base due to Truck and Farm Equipment Traffic
WHITFILL RD		1.3				Good		\$ 350	Needs
ZMOLEK RD		2.4				Poor		\$ 15,000	Needs additional base due to Truck and Farm Equipment Traffic
	1.5	155.3	68.2	6.15	0.933				
<b>Total Miles</b>			<b>232.1</b>					<b>\$ 573,800</b>	<b>\$ 1,001,582</b>

## Annual Road Report for Ellis County, Precinct 3

List of County Road by Name/Number	Road Length (miles)	Road Surface	Road Condition- Rank on a Scale of 1-5: 1=Poor 5=Excellent	Cause of Degradation	Number of Culverts needing repair or replacement	Bridges in need of repair or replacement	Cost of Improvements identified in Report for Specific Road	Usual Cost of Maintenance in Coming Year for Specific Road
Adams Lane	0.07	Gravel	2	Heavy Truck traffic				\$ 200
Alto Road	1.08	Blacktop	3	Heavy Truck traffic				\$ 1,000
Alysa Lane	1.65	Concrete	5	Heavy Truck traffic				\$ 500
Amanda Lane	0.06	Concrete	5	Heavy Truck traffic				\$ 200
Anderson Road	3.11	Blktp/Grvl	2	Farm Eqpt				\$ 4,500
Angus Road	1.39	Blacktop	3	Heavy Truck traffic				\$ 1,600
Arrowhead Road	1.39	Blacktop	5	Heavy Truck traffic				\$ 1,000
Arthur Lane	1.26	Blacktop	4	Heavy Truck traffic				\$ 1,000
Ashford Lane	1.22	Blacktop	4	Heavy Truck traffic				\$ 2,100
Auburn Road	1.53	Blktp/Grvl	5	Heavy Truck traffic				\$ 30,000
Bakers Branch Rd	2.11	Blacktop	4	Heavy Truck Traffic				\$ 2,500
Barton Road	2.33	Blktp/Grvl	3	Heavy Truck Traffic				\$ 7,000
Baucum Road	2.43	Blacktop	3	Heavy Truck Traffic				\$ 5,000
Bearden Road	1.35	Blacktop	3	Heavy Truck Traffic				\$ 5,000
Beaver Creek Cir	0.26	Blacktop	3	Heavy Truck Traffic				\$ 100
Bee Creek Road	7.24	Gravel	2	Heavy Truck Traffic				\$ 2,000
Bee Crk Schl Hse	2.49	Blktp/Grvl	3	Heavy Truck Traffic				\$ 3,500
Bell Branch Road	4.30	Blktp/Grvl	2	Heavy Truck Traffic				\$ 7,200
Bent Creek Court	0.11	Concrete	5	Heavy Truck Traffic				\$ 200
Berry's Chapel Rd	1.06	Gravel/Drt	3	Heavy Truck Traffic				\$ 500
Bethel Road	2.30	Blacktop	3	Heavy Truck Traffic		2		\$ 25,000
Bigham Road	0.83	Blacktop	3	Heavy Truck Traffic				\$ 500
Bill Lewis Road	1.86	Blktp/Grvl	3	Heavy Truck Traffic				\$ 15,000
Blain Road	0.68	Blacktop	3	Heavy Truck Traffic				\$ 3,000
Blair Road	1.45	Blacktop	4	Heavy Truck Traffic				\$ 14,000
Boz Road	1.18	Blacktop	2	Heavy Truck Traffic				\$ 6,500
Bradburry Lane	0.17	Blacktop	3	Heavy Truck Traffic				\$ 200
Brandi Lane	2.18	Blp/Grv/Drt	2	Heavy Truck Traffic				\$ 10,000
Brigman Road	2.66	Blktp/Grvl	3	Heavy Truck Traffic				\$ 4,000
Brindley Road	1.99	Blacktop	3	Heavy Truck Traffic				\$ 2,000
Bud Run Road	0.77	Blacktop	2	Heavy Truck Traffic				\$ 10,000



## Annual Road Report for Ellis County, Precinct 3

List of County Road by Name/Number	Road Length (miles)	Road Surface	Road Condition- Rank on a Scale of 1-5: 1=Poor 5=Excellent	Cause of Degradation	Number of Culverts needing repair or replacement	Bridges in need of repair or replacement	Cost of Improvements identified in Report for Specific Road	Usual Cost of Maintenance in Coming Year for Specific Road
Dale Acres Road	8.71	Blacktop	2	Truck & Farm				\$ 65,000
Dallas Street/Italy	0.90	Blacktop	3	Heavy Truck Traffic				\$ 500
Dawson Road	1.55	Gravel	2	Heavy Truck Traffic				\$ 2,500
Derrs Chapel Road	5.79	Blacktop	2	Truck & Farm				\$ 35,000
Diamond Creek Road	0.51	Blacktop	3	Heavy Truck Traffic				\$ 250
Diana Lynn Road	1.98	Blacktop	3	Heavy Truck Traffic				\$ 1,000
Dilworth Road	1.00	Blktp/Grvl	2	Farm Eqpt				\$ 5,000
Dollie Road	0.46	Blacktop	3	Heavy Truck Traffic				\$ 1,000
Dovie Lane	2.50	Gravel/Dirt	1	Heavy Truck Traffic				\$ 3,000
Drew Lane	0.17	Concrete	4	Heavy Truck Traffic				\$ 250
Dry Branch Road	1.40	Blacktop	4	Heavy Truck Traffic				\$ 8,000
Duke Road	0.67	Gravel	2	Heavy Truck Traffic				\$ 500
Dunaway Road	1.00	Blacktop	3	Heavy Truck Traffic				\$ 1,000
East Old Maypearl	2.60	Blacktop	3	Heavy Truck Traffic				\$ 2,500
East Pecan Tree Rd	2.10	Blacktop	3	Heavy Truck Traffic			\$ 29,500	\$ 1,500
Edmondson Road	2.48	Blacktop	3	Heavy Truck Traffic				\$ 500
Edna Road	0.91	Blacktop	4	Heavy Truck Traffic				\$ 2,500
Eighth St/Forreston	0.16	Blacktop	2	Heavy Truck Traffic				\$ 200
El Camino road	0.31	Blacktop	2	Heavy Truck Traffic				\$ 20,000
EP Dawson Road	2.56	Blktp/Grvl	3	Heavy Truck Traffic				\$ 5,000
Eubanks Road	1.33	Blacktop	3	Heavy Truck Traffic				\$ 500
Falling Leaves	1.25	Blacktop	3	Heavy Truck Traffic				\$ 1,000
Fifth St/Forreston	0.19	Blacktop	2	Heavy Truck Traffic				\$ 500
Finn Road	0.44	Gravel	2	Heavy Truck Traffic				\$ 500
First St/Maypearl	1.25	Blacktop	3	Heavy Truck Traffic				\$ 2,000
Flat Court	0.14	Blacktop	3	Heavy Truck Traffic				\$ 250
Forreston Cemetery	0.16	Blacktop	3	Heavy Truck Traffic				\$ 1,500
Forreston Road	4.30	Blacktop	2	Truck & Farm			\$ 74,000	\$ 6,500
Franks Road	2.40	Blktp/Grvl	2	Heavy Truck Traffic				\$ 2,000
Frost Creek Road	0.35	Blacktop	3	Heavy Truck Traffic				\$ 500



## Annual Road Report for Ellis County, Precinct 3

List of County Road by Name/Number	Road Length (miles)	Road Surface	Road Condition- Rank on a Scale of 1-5: 1=Poor 5=Excellent	Cause of Degradation	Number of Culverts needing repair or replacement	Bridges in need of repair or replacement	Cost of Improvements identified in Report for Specific Road	Usual Cost of Maintenance in Coming Year for Specific Road
Jackson Road	0.78	Gravel/Dirt	1	Heavy Truck Traffic				\$ 3,500
Jaycee Drive	0.16	Blacktop	3	Heavy Truck Traffic				\$ 250
Joanna Lane	2.16	Gravel/Dirt	1	Heavy Truck Traffic				\$ 5,000
Joe's Road	1.81	Dirt	1	Farm Eqpt				\$ 500
Johnny Davis Road	1.11	Blacktop	2	Heavy Truck Traffic				\$ 6,500
Johnston Road	1.67	Blacktop	3	Heavy Truck Traffic				\$ 20,000
Jordan Lane (Run)	0.78	Concrete	4	Heavy Truck Traffic				\$ 250
Judy's Lane	0.40	Gravel	2	Heavy Truck Traffic				\$ 500
Katrina Run	0.06	Concrete	4	Heavy Truck Traffic				\$ 250
Kellem Lynn	0.10	Concrete	4	Heavy Truck Traffic				\$ 250
Kinfolks Lane	1.06	Blacktop	2	Heavy Truck Traffic			\$ 48,500	\$ 2,500
Kolter Lane	0.30	Concrete	4	Heavy Truck Traffic				\$ 250
Lake Grove Loop	0.48	Blacktop	3	Heavy Truck Traffic				\$ 250
Laurie Lane	0.26	Blacktop	3	Heavy Truck Traffic				\$ 500
Lee Road	0.38	Gravel	2	Heavy Truck Traffic				\$ 500
Lexie Drive	0.51	Blacktop	3	Heavy Truck Traffic				\$ 500
Linda Lane	0.20	Blacktop	3	Heavy Truck Traffic				\$ 500
Linkcrest Lane	0.20	Blacktop	3	Heavy Truck Traffic				\$ 500
Lone Elm Road	3.45	Blacktop	3	Heavy Truck Traffic				\$ 3,500
Lo Water Road	1.16	Blktp/Grvl	2	Heavy Truck Traffic				\$ 6,000
Lowell Road	1.91	Blktp/Grvl	1	Heavy Truck Traffic				\$ 7,500
LR Campbell Road	3.59	Blacktop	3	Truck & Farm				\$ 1,500
Lumkins Road	3.46	Blacktop	4	Heavy Truck Traffic				\$ 25,000
Madison Wilson Rd	0.63	Gravel	1	Farm Eqpt				\$ 250
Main St/Forreston	0.50	Blacktop	1	Heavy Truck Traffic				\$ 500
Majors Road	0.65	Gravel	1	Farm Eqpt				\$ 250
Martha Road	0.16	Blacktop	3	Heavy Truck Traffic				\$ 500
Matthews Road	1.22	Blacktop	3	Heavy Truck Traffic				\$ 250
McAlpin Road	0.54	Blacktop	3	Heavy Truck Traffic				\$ 500
McConnell Road	0.42	Blacktop	3	Heavy Truck Traffic				\$ 250





## Annual Road Report for Ellis County, Precinct 3

List of County Road by Name/Number	Road Length (miles)	Road Surface	Road Condition- Rank on a Scale of 1-5: 1=Poor 5=Excellent	Cause of Degradation	Number of Culverts needing repair or replacement	Bridges in need of repair or replacement	Cost of Improvements identified in Report for Specific Road	Usual Cost of Maintenance in Coming Year for Specific Road
Sabine Court	0.16	Concrete	4	Heavy Truck Traffic				\$ 250
Schild Road	3.32	Gravel	2	Heavy Truck Traffic				\$ 6,000
Serene Drive	0.23	Concrete	4	Heavy Truck Traffic				\$ 250
Seventh St/Forreton	0.13	Blacktop	2	Heavy Truck Traffic				\$ 500
Sevier Road	5.27	Blktp/Grvl	3	Heavy Truck Traffic				\$ 5,000
Shallow Creek Court	0.12	Blacktop	3	Heavy Truck Traffic				\$ 250
Shallow Creek Drive	0.87	Blacktop	3	Heavy Truck Traffic				\$ 250
Sheparkon Drive	0.26	Blacktop	4	Heavy Truck Traffic				\$ 2,500
Sherwood Ct	0.13	Blacktop	3	Heavy Truck Traffic				\$ 4,000
Shorty Lane	0.62	Blacktop	3	Heavy Truck Traffic				\$ 2,000
Silver River Road	0.27	Blacktop	3	Heavy Truck Traffic				\$ 250
Sims Road	1.31	Blktp/Grvl	2	Heavy Truck Traffic				\$ 5,000
Singleton Road	2.80	Blktp/Grvl	2	Truck & Farm				\$ 10,000
Sixth St/Forreton	0.12	Blacktop	2	Heavy Truck Traffic				\$ 250
Smith Road	1.67	Blacktop	3	Heavy Truck Traffic				\$ 2,000
Smooth Creek Road	0.22	Concrete	4	Heavy Truck Traffic				\$ 250
South Ward/Italy	0.26	Blacktop	3	Heavy Truck Traffic				\$ 1,500
Spider Road	0.50	Gravel	1	Farm Eqpt				\$ 500
Springbook Drive	0.77	Blacktop	3	Heavy Truck Traffic				\$ 250
Spring Hills Drive	0.28	Blacktop	3	Heavy Truck Traffic				\$ 250
Spring Lake Circle	0.52	Blacktop	3	Heavy Truck Traffic				\$ 250
Spring Valley Drive	0.12	Blacktop	3	Heavy Truck Traffic				\$ 250
Stafford Road	0.78	Blacktop	3	Heavy Truck Traffic				\$ 2,500
Sunbeam Court	0.35	Blacktop	3	Heavy Truck Traffic				\$ 250
Sweet Water Court	0.10	Concrete	4	Heavy Truck Traffic				\$ 250
Sweet Water Crossing	0.10	Concrete	4	Heavy Truck Traffic				
Tahoe Lane	0.26	Blacktop	3	Heavy Truck Traffic				\$ 250
Third St/Forreton	0.05	Blacktop	2	Heavy Truck Traffic				\$ 250
Thunder Road	0.22	Gravel/Drt	2	Heavy Truck Traffic				\$ 500
Tower Road	0.50	Blacktop	3	Heavy Truck Traffic				\$ 500
Trail Circle	0.30	Concrete	4	Heavy Truck Traffic				\$ 250

## Annual Road Report for Ellis County, Precinct 3

List of County Road by Name/Number	Road Length (miles)	Road Surface	Road Condition- Rank on a Scale of 1-5: 1=Poor 5=Excellent	Cause of Degradation	Number of Culverts needing repair or replacement	Bridges in need of repair or replacement	Cost of Improvements identified in Report for Specific Road	Usual Cost of Maintenance in Coming Year for Specific Road
Trophy Court East	0.11	Concrete	4	Heavy Truck Traffic				\$ 250
Trophy Court West	0.28	Concrete	4	Heavy Truck Traffic				\$ 250
Upchurch Road	0.19	Gravel	2	Heavy Truck Traffic				\$ 2,500
Vaca Road	0.14	Blacktop	3	Heavy Truck Traffic				\$ 250
Vinyard Drive	1.16	Blacktop	3	Heavy Truck Traffic				\$ 2,500
Walnut St/Forreston	0.20	Blacktop	2	Heavy Truck Traffic				\$ 500
Waterford Crossing	0.20	Concrete	4	Heavy Truck Traffic				\$ 250
Waterford Drive	0.60	Conc/Blk	4	Heavy Truck Traffic				\$ 500
Weakley Branch Rd	1.68	Gravel	2	Heavy Truck Traffic				\$ 5,000
West Chambers Dr	1.02	Blacktop	3	Heavy Truck Traffic				\$ 250
West Crossmain/Milf	0.20	Blacktop	3	Heavy Truck Traffic				\$ 250
West Pecan Tree Rd	1.09	Gravel	4	Heavy Truck Traffic				\$ 2,500
Whiskers Road	2.78	Gravel	1	Farm Eqpt				\$ 250
Whitehead Lane	0.43	Blacktop	3	Heavy Truck Traffic				\$ 250
Whiterock Road	4.65	Blktp/Grvl	2	Heavy Truck Traffic				\$ 5,000
Wiggins Road	3.22	Blktp/Grvl	2	Heavy Truck Traffic				\$ 3,000
Wilemon Road	1.07	Blacktop	3	Heavy Truck Traffic				\$ 3,000
Willow Bend Drive	0.12	Concrete	4	Heavy Truck Traffic				\$ 250
Windham Lane	0.26	Blktp/Grvl	2	Heavy Truck Traffic				\$ 500
Windmill Court	0.14	Concrete	4	Heavy Truck Traffic				\$ 250
Windridge Court	0.17	Blacktop	3	Heavy Truck Traffic				\$ 250
Witten Road	4.08	Gravel	2	Heavy Truck Traffic				\$ 7,500
Wray Road	0.55	Gravel	2	Heavy Truck Traffic				\$ 500
Wright Road	0.95	Blacktop	3	Heavy Truck Traffic				\$ 1,000
<b>TOTAL</b>	<b>292.40</b>					<b>4</b>	<b>\$ 198,500</b>	<b>\$ 775,500</b>

Ellis County Precinct 4  
Road Report

Road Name	Miles	Concrete miles	Asphalt miles	Chip Seal miles	Gravel miles	Unimproved miles	0=poor to 5 = Excellent	Reason for Condition	Usual Cost of Maint in coming Year for Road
1890 Crossing	0.248			0.248			3	Heavy Loads	\$7,500.00
Aileen Dr	0.209			0.209			3	Heavy Loads	\$400.00
Allen Rd	0.272			0.272			3	Heavy Loads	\$9,440.00
Amy Dr	0.088			0.088			2	Degradation	\$200.00
Anderson Rd	0.818			0.818			3	Heavy Loads	\$800.00
Andrea	0.528			0.528			2	Heavy Loads	\$200.00
Anita Ln	0.502			0.502			3	Heavy Loads	\$600.00
Antelope Tr	0.362			0.362			4	Heavy Loads	\$800.00
Ashely Cir	0.042	0.042					4	Heavy Loads	\$200.00
Ashford Ln	2.774			2.774			2	Heavy Loads	\$2,500.00
Augusta Rd	0.391			0.391			1	Degradation	\$2,000.00
Azalea Dr	0.237			0.237			2	Degradation	\$500.00
Barbra Way	0.258		0.258				1	Heavy Loads	\$100.00
Becky Ln	2.212			2.212			1	Heavy Loads/Degradation	\$2,500.00
Bells Chapel Rd	2.644			2.644			4	Heavy Loads	\$3,500.00
Big Sky Dr	2.112			2.112			3		\$7,580.00
Black Champ Rd	4.247			4.247			3	Heavy Loads/Degradation	\$2,500.00
Blackbird Tr	0.364			0.364			3		\$200.00
Bluebird Dr	0.272			0.272			2	Heavy Loads	\$200.00
Bob White Ln	1.291		1.291				2	Heavy Loads	\$200.00
Bobby Smith Ln	0.320			0.320			1	Degradation	\$2,000.00
Bois D'Arc St	0.872			0.872			3		\$200.00
Bond St	0.431			0.431			0	Heavy Loads	\$1,500.00
Breezy Hill	0.279			0.279			3		\$200.00
Broadhead Rd	3.652			3.652			3	Heavy Loads	\$84,960.00
N. Bryson Ln	1.005						4	Heavy Loads	\$80,240.00
S. Bryson Ln	1.055								
Buchanan Dr	0.430			0.430					\$100.00
Buckhorn Dr	0.373			0.373			2	Heavy Loads	\$200.00
Buffalo St	0.936			0.936			3		\$100.00
Burney Ln	0.120			0.120			1		\$300.00

Ellis County Precinct 4  
Road Report

Road Name	Miles	Concrete miles	Asphalt miles	Chip Seal miles	Gravel miles	Unimproved miles	0=poor to 5 = Excellent	Reason for Condition	Usual Cost of Maint in coming Year for Road
Burr Oak Ln	0.073	0.073					3	Heavy Loads	
Carlton Pwky	0.344	0.344					4		
Carriage Dr	0.220			0.220			4	Heavy Loads	\$14,160.00
Catawba Rd	0.651			0.651			3	Heavy Loads	\$11,800.00
Cecillia Ave	0.487			0.487			3	Heavy Loads	\$350.00
Cedar Ridge Ct	0.482			0.482			0	Heavy Loads	\$100.00
Cedar Tone St	0.258			0.258			0	Heavy Loads	\$600.00
Cedar View	0.416			0.416			0	Heavy Loads	\$300.00
Cement Vally Rd	1.029			1.029			0	Heavy Loads	\$600.00
Chad Ln	0.336		0.336				2		\$300.00
Champion Rd	0.291			0.291			4		\$28,880.00
Charles Ave	0.484			0.484					\$250.00
Chautauqua	0.239			0.239			4	Heavy Loads	\$14,160.00
Clay Ln	0.415			0.415					\$300.00
Coldwater Ct	1.584	1.584					4		\$75.00
County Road 109	1.160			1.160					\$1,200.00
Covey Run	0.058			0.058			4		\$350.00
Crape Myrtle Ln	0.147								
Creek Cir	0.469			0.469					\$150.00
Crest Haven St	0.223			0.223					\$200.00
Cross Creek Ct	0.528	0.528					3		\$75.00
Crystal Springs	0.172			0.172			2	Degradation	\$800.00
Curtis Ct	0.270			0.270			2		\$200.00
Cypress Rd	0.267			0.267			2		\$300.00
Dahl	0.200			0.200					\$200.00
Daniel Rd	0.333			0.333			3		\$250.00
Desert Ln	0.130			0.130			1	Heavy Loads	\$300.00
Dividend St	0.437			0.437			1	Heavy Loads	\$200.00
Dixie Dr	0.338			0.338					\$200.00
Dove Dr	0.317			0.317			3		\$250.00
Eagle Nest	0.582		0.582				2		\$500.00
Eastgate St	0.604			0.604			1	Heavy Loads	\$750.00

Ellis County Precinct 4  
Road Report

Road Name	Miles	Concrete miles	Asphalt miles	Chip Seal miles	Gravel miles	Unimproved miles	0=poor to 5 = Excellent	Reason for Condition	Usual Cost of Maint in coming Year for Road
Elizabeth St	0.352				0.352		1	Degradation	\$150.00
Elk Tr	0.362			0.362			4		\$400.00
Ellis Ave	0.445			0.445			0		\$500.00
Elm Creek Ln	0.126	0.126					2		\$200.00
Emo	1.584	1.584					3		\$175.00
Enterprise Rd	0.055			0.055			1		\$200.00
Falconway	0.592		0.592				4		\$75.00
Fawn Ridge Dr	0.180			0.180			4		\$4,720.00
Forbes Rd	1.533			1.533			1	Degradation	\$1,800.00
Gibson Rd	0.150			0.150			1	Degradation	\$200.00
Gifco Rd	2.838			2.838			3	Heavy Loads/Degradation	\$1,500.00
Glen Eagles Dr								Gated	
Griffing Ave	0.152				0.152		1		\$1,200.00
Grove Creek Rd	1.510			1.510			1	Degradation	\$300.00
Hampton Rd	0.846			0.846			2	Heavy Loads	\$1,375.00
Hays Rd	1.310			1.310			4		\$500.00
Hidden Lake Tr	0.443			0.443			1	Heavy Loads	\$200.00
Hidden Valley	0.159			0.159			1	Heavy Loads	\$200.00
High Ridge	0.332			0.332			1		\$250.00
Highland Rd, W	1.500			1.500				Heavy Loads/Degradation	\$2,500.00
Highland Rd, E	3.400			3.400				Degradation	\$2,500.00
Hillview	0.265			0.265			2	Heavy Loads	\$150.00
Hi-View Rd	0.158	0.158					2		\$250.00
Hiwasee Rd	0.475			0.475			3		\$1,500.00
Hollie Rd	0.547			0.547			2	Heavy Loads	\$300.00
Honey Suckle Rd	1.554			1.554			2	Heavy Loads	\$3,800.00
Honeysuckle Tr	0.258			0.258			2	Heavy Loads	\$3,500.00
Horse Shoe Tr	0.374			0.374			1	Degradation	\$2,000.00
Houston School Rd	0.661			0.661			2		\$2,500.00
Hunters Glenn Dr	2.112	2.112					3		\$200.00

Ellis County Precinct 4  
Road Report

Road Name	Miles	Concrete miles	Asphalt miles	Chip Seal miles	Gravel miles	Unimproved miles	0=poor to 5 = Excellent	Reason for Condition	Usual Cost of Maint in coming Year for Road
Jackson St	0.427			0.427			1	Degradation	\$1,500.00
James Ct	0.087			0.087			1		\$800.00
Janis Ln	0.466			0.466			2		\$800.00
Joe Wilson Rd	2.144			2.144			1	Heavy Loads/Degradation	\$8,200.00
Josey Ln	0.481		0.481				1	Heavy Loads	\$1,200.00
Keowee Cir	0.465			0.465			3		\$1,400.00
Keri Ct	0.037	0.037					3		\$600.00
Keri Ln	0.301	0.301					3		\$650.00
Kyle rd	0.063				0.063		2		\$200.00
La Rinconda	0.261	0.261					3		\$300.00
Lake Crest Cir	0.068			0.068			1	Degradation	\$800.00
Lake Crest Ct	0.127			0.127			1	Degradation	\$500.00
Lake Crest Dr	0.728			0.728			1	Degradation	\$200.00
Lake Crest Pl	0.080			0.080			1	Degradation	\$300.00
Lake View Dr	0.199			0.199			1	Heavy Loads/Degradation	\$200.00
Lake Way	0.618			0.618			1	Heavy Loads/Degradation	\$200.00
Lakefront Dr	0.467			0.467			2		\$250.00
Lakeview Dr	1.168			1.168			2	Heavy Loads/Degradation	\$300.00
Lazy Ln	0.150			0.150			3		\$1,200.00
Lazy Spring Dr	0.594			0.594			3		\$500.00
Lee St	0.703			0.703			1	Degradation	\$350.00
Leigh Erin St	0.171			0.171					\$100.00
Lewis	0.446			0.446			3		\$200.00
Little Branch Rd	0.687			0.687			2	Degradation	\$11,800.00
Long Branch Rd	0.500			0.500					\$18,880.00
Lonquist Ln	0.387	0.387					3		\$200.00
Lorene Ct	0.099			0.099			2		\$1,300.00
Lorene Dr	0.774			0.774			2		\$550.00
Joe Lovett Rd	0.362			0.362			2		\$150.00
Lowrance N & S	0.604			0.604			2		\$400.00
Lynn Way	0.528	0.528					2		\$1,500.00
Mabry Ln	0.664			0.664			2		\$350.00

Ellis County Precinct 4  
Road Report

Road Name	Miles	Concrete miles	Asphalt miles	Chip Seal miles	Gravel miles	Unimproved miles	0=poor to 5 = Excellent	Reason for Condition	Usual Cost of Maint in coming Year for Road
Madison Wilson	0.540								
Magnolia Dr	0.586	0.586					3		\$200.00
Maple Leaf St	0.256			0.256			0	Degradation	\$500.00
Marion Rd	2.113			2.113			0	Degradation	\$350.00
Marshall Rd	0.460			0.460			2	Heavy Loads	\$1,800.00
Mason Ln	2.112	2.112					2		\$3,200.00
Maumee Rd	0.388			0.388			3		\$1,550.00
Mavis	3.168	3.168					2	Heavy Loads	\$6,000.00
McAlpin Rd	3.012			3.012			2	Heavy Loads	\$1,200.00
Meadow Dr	0.196	0.196					3		\$750.00
Meadow Ln	0.115	0.115					3		\$2,200.00
Meadow Ln, E	0.074	0.074					3		\$1,200.00
Meghann Ln	2.64	2.640					2		\$1,300.00
Miller Rd	3.406			3.406			3	Heavy Loads	\$47,200.00
Mockingbird Ln	1.152			1.152			3	Heavy Loads	\$1,100.00
Montgomery Rd	1.585			1.585			5		\$96,000.00
Moose	0.094			0.094			3		\$100.00
Morgan Creek Dr	2.112			2.112			0	Degradation	\$250.00
Mt Zion Rd	0.632			0.632			3	Heavy Loads/Degradation	\$1,300.00
Mulberry Ln	0.809			0.809			2		\$200.00
Mulkey Rd	0.507			0.507			2	Heavy Loads/Degradation	\$2,300.00
Murr Rd	1.774			1.774			0	Degradation	\$13,500.00
Muskingum Rd	0.455			0.455			3		\$150.00
Narrow Rd	1.368			1.368			2	Degradation	\$500.00
Norrell Rd	2.111			2.111			0	Degradation	\$1,200.00
North Armstrong Rd	2.604			2.604			0	Degradation	\$2,400.00
Northview Dr	0.317			0.317			2		\$200.00
Oak Dell Ln	0.423			0.423			0		\$200.00
Oak Hollow Rd	0.592			0.592			2		\$14,160.00
Old Fort Worth Rd	0.863			0.863			2	Degradation	\$300.00

Ellis County Precinct 4  
Road Report

Road Name	Miles	Concrete miles	Asphalt miles	Chip Seal miles	Gravel miles	Unimproved miles	0=poor to 5 = Excellent	Reason for Condition	Usual Cost of Maint in coming Year for Road
Omega Dr	0.528	0.528					2		\$100.00
Paddock Ridge	1.584	1.584					3		
Panorama Loop	1.362			1.362			3		\$1,300.00
Patrick Rd	1.381			1.381			2	Heavy Loads/Degradation	\$2,800.00
Pecan Creek Cir	0.123	0.123					3		\$250.00
Pecan Creek Dr	0.389	0.389					3		\$100.00
Pecos St	0.072			0.072			2		\$250.00
Pierce Rd	2.728			2.728			3	Heavy Loads	\$28,320.00
Plainview Rd	4.010			4.010			2	Heavy Loads	\$1,800.00
Prairie Creek Rd	0.752			0.752			2		\$1,100.00
Prairie Dr	0.093			0.093			2		\$100.00
Prairie View Ln	0.754			0.754			2		\$100.00
Quail Run Ln	0.295	0.295					1	Degradation	\$3,600.00
Quail Nest	0.067	0.067					1	Degradation	\$3,200.00
Ralston Lake Rd	0.451			0.451			2	Heavy Loads	\$1,800.00
Ranch Cedar Rd	0.413			0.413			1	Degradation	\$800.00
Ray White Rd	0.386				0.386		0	Heavy Loads/Degradation	\$200.00
Red Bird Tr	0.369			0.369			3		\$100.00
Red Oak Cir	0.126			0.126					\$200.00
Ring	0.870			0.870			1	Degradation	\$200.00
Robinson Rd	0.164			0.164			0	Heavy Loads/Degradation	\$100.00
Rock Creek Dr	0.172			0.172			3		\$300.00
Rocky Mountain	0.154			0.154					\$250.00
Royal Park	0.600			0.600			2		\$400.00
Ruby Ave	0.397				0.397		1	Heavy Loads	\$200.00
Saddle Horn Ln	1.056	1.056					3		\$300.00
Saddle Ridge	1.056	1.056					3		\$1,200.00
Sand Rd	0.107			0.107			1	Degradation	\$100.00
Sandy Ln	0.282		0.282				1	Heavy Loads	\$300.00
Sanger Creek Way	0.690			0.690			2		\$250.00
Saralovo Rd	1.453			1.453			2	Heavy Loads	\$500.00
Sargent	0.110			0.110			2		\$100.00
Savannah St	0.164			0.164			0		\$75.00

Ellis County Precinct 4  
Road Report

Road Name	Miles	Concrete miles	Asphalt miles	Chip Seal miles	Gravel miles	Unimproved miles	0=poor to 5 = Excellent	Reason for Condition	Usual Cost of Maint in coming Year for Road
Seneca Dr	1.269			1.269			2		\$250.00
Shady Oaks Ln	0.988	0.988					3		\$200.00
Shady Ridge Ct	0.087			0.087			2		\$300.00
Shannon Ct	0.170			0.170			2	Heavy Loads	\$200.00
Shawnee Rd	2.686			2.686			3	Heavy Loads	\$1,275.00
Shenandoah	0.074			0.074			2	Heavy Loads	\$250.00
Shiloh Ct	0.268			0.268			1	Heavy Loads	\$200.00
Shiloh Rd	4.228			4.228			0	Degradation	\$4,000.00
Skinner Rd	2.054			2.054			2		\$450.00
Skyline	0.345			0.345			2		\$375.00
Sleepy Hollow	0.260			0.260			2		\$200.00
Slippery Cir	0.210			0.210			1	Degradation	\$200.00
Slippery Elm Rd	0.240			0.240			2	Degradation	\$200.00
Southridge St	0.272			0.272			2		\$200.00
Southview	0.291			0.291			1		\$100.00
Spring Branch Dr	0.521			0.521			2	Heavy Loads	\$425.00
Spring Branch Rd	0.454			0.454			2	Heavy Loads	\$1,050.00
Spring Cir, E	0.140			0.140			2		\$1,150.00
Spring Cir	0.376			0.376			2		\$1,100.00
Spring Grove Dr	0.540	0.540					3	Heavy Loads	\$75.00
Spring Hill Rd	0.350			0.350			2		\$100.00
Springer Rd	1.215			1.215			2		\$275.00
Squire Pl	0.215			0.215			2	Heavy Loads	\$150.00
Squirrel Dr	0.072			0.072			2	Heavy Loads	\$150.00
St Andrews Dr	0.836	0.836					*	Gated	
St Paul Cemetary Rd	3.696			3.696			0	Heavy Loads/Degradation	\$2,750.00
Steeplechase	0.652			0.652			2		\$14,160.00
Stephenson Rd	1.440				1.44		1	Heavy Loads	\$1,250.00
Sterrett Rd W	1.641			1.641			2	Heavy Loads	\$575.00
Stone	0.140	0.140					3	Gated	
Stones Ct	0.078	0.078					3	Gated	
Sudith Ln	1.488			1.488			3	Heavy Loads	\$575.00
Tar Rd	0.544			0.544			1	Heavy Loads/Degradation	\$1,750.00

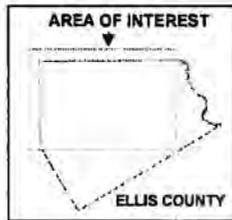
Ellis County Precinct 4  
Road Report

Road Name	Miles	Concrete miles	Asphalt miles	Chip Seal miles	Gravel miles	Unimproved miles	0=poor to 5 = Excellent	Reason for Condition	Usual Cost of Maint in coming Year for Road
Tator Brown Rd	0.964			0.964			0	Heavy Loads	\$2,975.00
Tecumseh Rd	0.721			0.721			2		\$1,300.00
Tishomingo Rd	0.425			0.425			2		\$150.00
Toccoa	0.135			0.135			2		\$175.00
Tracy Ln	0.503			0.503			2		\$100.00
Tranquil Place	1.674	1.674					3		\$1,200.00
Travis St	0.152			0.152			0	Degradation	\$650.00
Tugaloo Cir	0.067			0.067			2		\$450.00
Tumberry Ln	0.528	0.528					3	Gated	
V V Jones Rd	5.450			2.725		2.725	4	Heavy Loads	\$75,520.00
Valley Dr	0.080			0.080			2		\$175.00
Victorian Dr	0.624		0.624				2	Heavy Loads	\$175.00
Victory Ct	1.584	1.584					3		\$185.00
View Dr	0.091			0.091			2		\$185.00
View Dr, E	0.092			0.092			2		\$275.00
Vintage Dr	0.307			0.307			4	Heavy Loads	\$75.00
Walnut Ln	0.224			0.224			4		\$18,160.00
Walnut Grove, N	0.403			0.403			2		\$18,880.00
Walnut Grove, S	0.932			0.932			2		\$1,500.00
Watauga Rd	0.198			0.198			2		\$200.00
Waterworks Rd	3.412			3.412			1	Heavy Loads	\$1,600.00
Weatherford Rd	0.705			0.705			3	Heavy Loads	\$450.00
Westmoreland Rd	0.612			0.612					\$150.00
Westmoreland Rd, S	3.637			3.637			1	Heavy Loads	\$1,300.00
Whispering Hills Ct	0.099		0.099				3	Heavy Loads	\$75.00
Whispering Hills Dr	0.428		0.428				3	Heavy Loads	\$50.00
Whitehead Rd	0.678			0.678			2	Heavy Loads	\$1,200.00
Windham Rd	1.206				1.206		1	Heavy Loads	\$1,200.00
Worth Ct	0.528			0.528			1	Degradation	\$175.00
<b>Total</b>	<b>204.536</b>	<b>28.422</b>	<b>4.973</b>	<b>164.42</b>	<b>3.996</b>	<b>2.725</b>	<b>-</b>	<b>204.536</b>	<b>\$792,715.00</b>

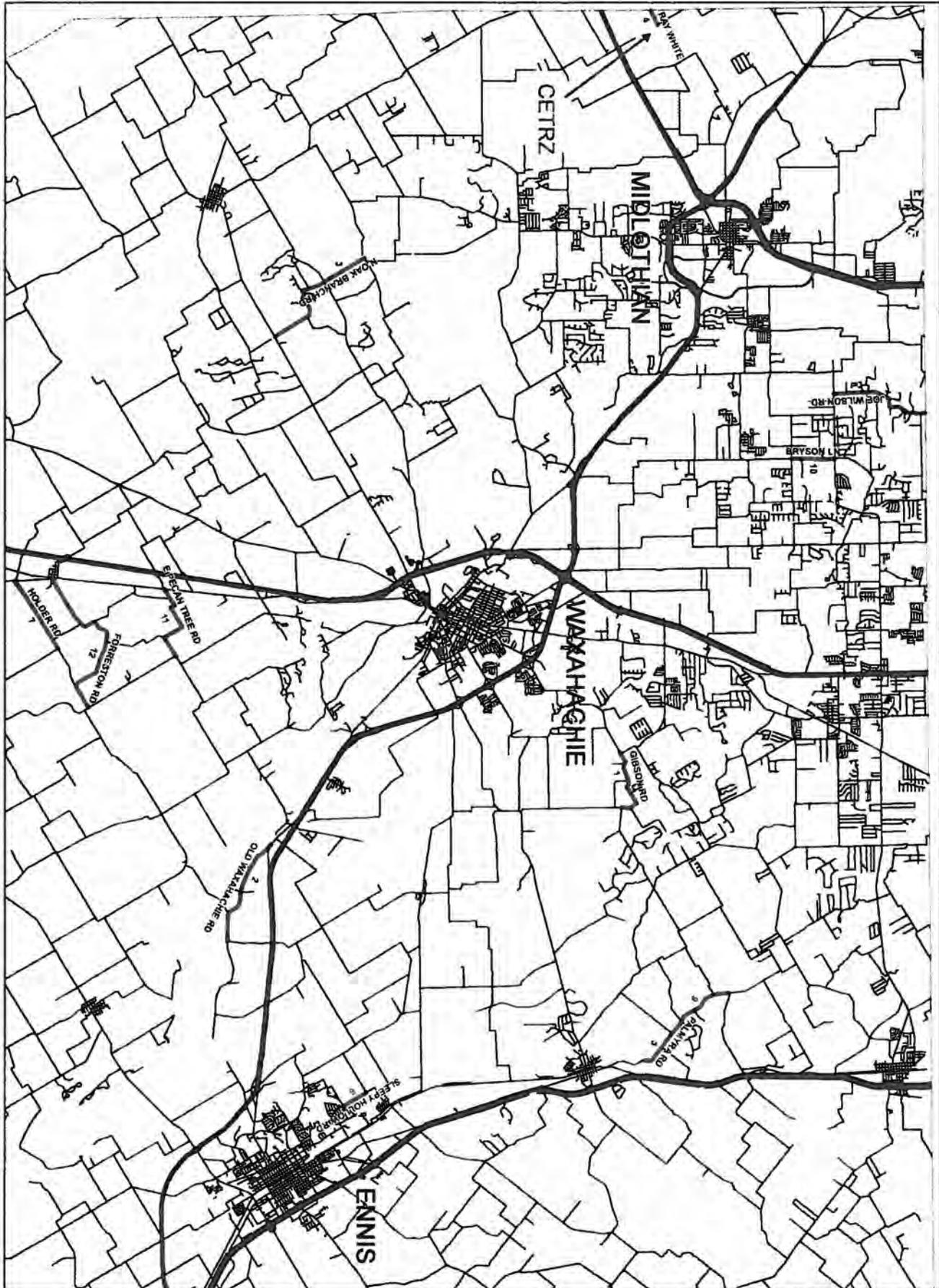


**Legend**

- ROADS
- PROJECTS
- CETRZ
- US & INTERSTATE HWYS
- COUNTY



# COUNTY ENERGY TRANSPORTATION GRANT PROJECTS





Texas Department of Public Safety

2012 Sub-Recipient Award for Ellis County

<b>1. General Award Information</b>		<b>Reference/Encumbrance No:</b>
<b>Date of Award:</b> January 28, 2014	<b>Prepared By:</b> Wilson, Kenneth	<b>3. SAA Award Number:</b> 12-SR 48139-01

<b>4. Sub-Recipient Name and Address</b>  Judge Carol Bush Ellis County 101 W. Main St, Suite 104 Waxahachie, TX 75165	<b>5. Federal Grant Information</b>	
	<b>Federal Grant Title:</b> Homeland Security Grant Program (HSGP) State Homeland Security Program(SHSP)	
	<b>Federal Grant Award Number:</b> EMW-2012-SS-00018-S01	
	<b>Federal Granting Agency:</b> Department of Homeland Security FEMA Grant Programs Directorate	
	<b>Date Federal Grant Awarded to TxDPS:</b> September 6, 2012	
<b>CFDA:</b> 97.067		

<b>6. Award Amount and Grant Breakdowns</b>							
<b>SHSP</b>  <b>\$66,689.17</b>	<table border="1"> <tr><td colspan="2"><b>Grant Period:</b></td></tr> <tr> <td><b>From:</b> Sep 1, 2012</td> <td><b>To:</b> Jan 31, 2014</td> </tr> <tr> <td colspan="2"><small>(The SAA must receive all invoices by the end of grant period)</small></td> </tr> </table>	<b>Grant Period:</b>		<b>From:</b> Sep 1, 2012	<b>To:</b> Jan 31, 2014	<small>(The SAA must receive all invoices by the end of grant period)</small>	
<b>Grant Period:</b>							
<b>From:</b> Sep 1, 2012	<b>To:</b> Jan 31, 2014						
<small>(The SAA must receive all invoices by the end of grant period)</small>							

**7. Statutory Authority for Grant:** The Consolidated Appropriations Act 2012, Division D (Public Law 112-74), and the Homeland Security Act of 2002 (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).

**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 have active Exclusions listed at <https://www.sam.gov/portal/public/SAM/>

<b>10. Agency Approvals</b>	
<b>Approving TxDPS Official:</b> Machelle Pharr Deputy Assistant Director Texas Homeland Security State Administrative Agency Texas Department of Public Safety	<b>Signature of TxDPS Official:</b> 

**11. Sub-Recipient Acceptance**

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

<b>Print name and title of Authorized Sub-Recipient Official:</b>	<b>Signature of Sub-Recipient Official:</b>	
<b>Enter Employer Identification Number (EIN) or Federal Tax Identification Number:</b>	<b>DUNS Number:</b>	<b>Date Signed :</b>

**DUE DATE:** March 14, 2014 Signed Award with Terms and Conditions must be returned to SAA\_SRA@dps.texas.gov on or before the due date.

## 2012 TERMS AND CONDITIONS

### **Instructions:**

The Sub-recipient shall:

1. Fill in the information and sign the Grant Sub-Recipient Award;
2. Certify they have read and understand these Terms and Conditions;
3. Certify to the statements provided in Exhibits A, B, C and D located at the back of this document by filling in contact information and signing all exhibits, and
4. Return all documents via email to SAA\_SRA@dps.texas.gov on or before the date provided in the transmittal letter and/or in this grant.

### **Grant Sub-recipient Agreement**

This Grant Sub-recipient Agreement (consisting of this 2012 Grant Sub-recipient Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Homeland Security State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "DPS/THSSAA," and the funds recipient, hereinafter referred to as the "Sub-recipient" or "Sub-grantee." Furthermore, DPS/THSSAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." This Grant Sub-recipient Agreement (SRA), or otherwise referred to herein as "this Grant" or "this Agreement", is only an offer until Sub-recipient returns the signed copy of this Grant on or before the date provided in the transmittal letter and/or in this Grant Sub-recipient Award.

The FY 2012 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of Presidential Policy Directive – 8 (PPD-8) by supporting the development and sustainment of core capabilities to fulfill the National Preparedness Goal (NPG). HSGP funding shall be used for costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

Sub-recipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/THSSAA. If Sub-recipient issues subawards as part of this Grant project, Sub-recipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The FY 2012 Nonprofit Security Grant Program (NSGP) funding plays an important role in the implementation of Presidential Policy Directive 8 (PPD-8) by supporting the development and sustainment of core capabilities to fulfill the NPG. NSGP provides funding for target hardening and other physical security enhancements and activities to nonprofit organizations that are at high risk of terrorist attack and located within one of the specific Urban Areas Security Initiative (UASI)-eligible Urban Areas. While this funding is provided specifically to high-risk nonprofit organizations, the program seeks to integrate nonprofit preparedness activities with broader State and local preparedness efforts.

The term "Sub-recipient agreement funds" as used in this Grant means funds provided by DPS/THSSAA under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Sub-recipient's funds" or match funds as used in this Grant means funds provided by the Sub-recipient.

### **Overview and Performance Standards**

All allocations and use of funds under this Grant shall be in accordance with the FY 2012 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2012 FOA is incorporated by reference herein. Sub-recipient shall read, understand and accept the FY 2012 Funding Opportunity Announcement as binding.

**Standard of Performance.** Sub-recipient shall perform all activities and projects entered into the DPS/THSSAA web-based grants management system which are approved by DPS/THSSAA. Any change to a project shall receive prior written approval by the appropriate local, regional and state-level grant administrator(s). Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
3. Certifications, hereinafter referred to as "Exhibit C"
4. State of Texas Assurances, hereinafter referred to as "Exhibit D"

**Failure to Perform.** In the event Sub-recipient fails to implement the project(s) entered and approved in the DPS/THSSAA web-based grants management system, or comply with any provision of this Grant, Sub-recipient shall be liable to DPS/THSSAA for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/THSSAA is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.

### **Environmental Review**

Sub-recipient shall assess its federally funded projects for potential impact to environmental resources and historic properties. Sub-recipient shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/THSSAA. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact. Sub-recipient shall include sufficient review time within its project management plan to comply with EHP requirements. **Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/THSSAA will not authorize or release grant funds for non-compliant projects.**

Sub-recipient, as soon as possible upon receiving its grant award, shall provide information to DPS/THSSAA to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/THSSAA for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Sub-recipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances. See FEMA Information Bulletin 329.

Sub-recipient shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings. Sub-recipient shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, Sub-recipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Sub-recipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

### **Funding Obligations**

- A. DPS/THSSAA shall not be liable to Sub-recipient for any costs incurred by Sub-recipient that are not allowable costs.
- B. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/THSSAA under this Grant shall not exceed the Total Award Amount listed on the Grant Sub-recipient Award.
- C. Sub-recipient shall contribute the match funds listed on the Grant Sub-recipient Award.
- D. Sub-recipient shall refund to DPS/THSSAA any sum of these grant funds that has been determined by DPS/THSSAA to be an overpayment to Sub-recipient or that DPS/THSSAA determines has not been spent by Sub-recipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. Sub-recipient shall make such refund to DPS/THSSAA within thirty (30) days after DPS/THSSAA requests such refund.
- E. Notwithstanding any other provisions, the Parties hereto understand and agree that DPS/THSSAA's obligations under this Grant are contingent upon the receipt of adequate funds to meet DPS/THSSAA's liabilities hereunder, except as required by the Homeland Security Grant Program (HSGP). DPS/THSSAA shall not be liable to Sub-recipient for costs which exceed the amount specified in this Grant.

### **Performance Period**

**The performance period for this Grant is listed on the Grant Sub-Recipient Award. All goods and services shall be received within the performance period AND all reimbursement requests shall be submitted to DPS/THSSAA within the performance period.** Sub-recipient shall have expended all grant funds and submitted reimbursement requests, and any invoices, in the DPS/THSSAA grant management system by the end of the performance period. DPS/THSSAA shall not be obligated to reimburse expenses incurred or submitted after the performance period.

### **Uniform Administrative Requirements, Cost Principles and Audit Requirements**

Except as specifically modified by law or this Grant, Sub-recipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below.

#### **A. Administrative Requirements**

- 1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (the A-102 Common Rule);
- 2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).
- 3. 44 C.F.R. Part 10, Environmental Considerations

#### **B. Cost Principles**

- 1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- 2. 2 C.F.R. Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
- 3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
- 4. 48 C.F.R. Subpart 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

#### **C. Audit Requirements**

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

#### **D. Grant Guidance (Funding Opportunity Announcement)**

Sub-recipient agrees that all allocations and use of funds under this Grant shall be in accordance with the applicable FY 2012 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at [http://www.fema.gov/pdf/government/grant/2012/fv12\\_hsgp\\_foa.pdf](http://www.fema.gov/pdf/government/grant/2012/fv12_hsgp_foa.pdf) and the Nonprofit Security Grant Program (NSGP), [http://www.fema.gov/pdf/government/grant/2012/fv12\\_nsgp\\_foa.pdf](http://www.fema.gov/pdf/government/grant/2012/fv12_nsgp_foa.pdf).

## **DHS Specific Acknowledgements and Assurances**

Sub-recipient shall comply with the DHS Standard Administrative Terms and Conditions that are outlined in Part 6.1.1 – Financial Assistance Award Standard Terms and Conditions (January 10, 2011), which is incorporated by reference herein. DHS requires those standard terms and conditions which are approved by the Division of Financial Assistance Policy and Oversight to be applied to all financial assistance awards. [Http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf](http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf).

Sub-recipient acknowledges and agrees, and shall require any sub-recipients, subawardees, contractors, successors, transferees, and assignees to acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipient shall cooperate with any compliance review or complaint investigation conducted by DHS.
2. Sub-recipient shall give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to this grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Sub-recipient shall submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Sub-recipient shall comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three (3) years, Sub-recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Sub-recipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Sub-recipient, or Sub-recipient settles a case or matter alleging such discrimination, Sub-recipient shall forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

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

If Sub-recipient is receiving Operation Stonegarden (OPSG) funds, Sub-recipient is prohibited from obligating or expending OPSG funds provided through this Grant until each unique, specific, or modified county level, tribal or equivalent Operations Order or Fragmentary Order has been reviewed and approved by official notification by FEMA and Customs and Border Protection/Border Patrol (CBP/BP). Each Operations Order will be transferred via the secure portal (CBP/BP) BPETS system from each respective AOR Sector HQ to CBP/BP HQ in Washington, D.C., for review and pre-approval for Operational continuity, then forwarded to FEMA GPD/PGD OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to DPS/THSSAA and CBP/BP HQ in Washington, D.C.

1. Sub-recipient shall develop and submit required operational documents through the border area's Integrated Planning Team.
2. Sub-recipient shall maintain an approved Concept of Operations, consisting of a campaign plan and proposed budget which will articulate the intent of how OPSG funds will be used throughout Sub-recipient's grant performance period.
3. If Sub-recipient intends to spend more than 50 percent of its award on overtime over the course of the performance period, a request for an overtime waiver shall be submitted through the Integrated Planning Team.
4. Sub-recipient shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.
5. Sub-recipient shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and the DPS/THSSAA has issued a Grant Sub-recipient Award or GAN to the jurisdiction.

## **State Requirements for Grants**

Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, State Administrative Agency Information Bulletins, available at [http://www.txdps.state.tx.us/director\\_staff/saa/information\\_bulletins.htm](http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm), Texas Uniform Grants Management Standards (UGMS) at <http://www.governor.state.tx.us/files/state-grants/UGMS062004.doc> and the State Administrative Agency Sub-recipient Manual, 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 shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant, and the approved application.

Sub-recipient shall comply with the State of Texas General Appropriations Act, Art. IX, Part 4, as follows:

1. Grant funds may not be expended for a grant to a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, unless the law enforcement agency requesting the grant is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education or the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.
2. Grant funds may not be granted to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.
3. Grant funds may not be expended to a unit of local government unless the following limitations and reporting requirements are satisfied:

- a. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
- b. Texas Government Code Sections 556.004, 556.005, and 556.006, 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 legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;
- c. Texas Government Code Sections 2113.012 and 2113.101 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, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, including grant funds may only be expended if Sub-recipient timely completes and files its reports.

**Restrictions and General Conditions**

- A. **Use of Funds.** DHS grant funds may only used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
- B. **Lobbying Prohibited.** No funds shall be expended by Sub-Recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions may be found at 31 U.S.C. §1352. Further, Sub-Recipient understands and agrees that it shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of FEMA.
- C. **Transferring Funds.** Sub-recipient is prohibited from transferring funds between grant programs (such as SHSP, UASI, and OPSG) without a properly executed GAN.
- D. **Federal Employee Prohibition.** Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
- E. **Cost Categories.** There may be limitations on the use of HSGP funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2012 HSGP FOA, Appendix C, Funding Guidelines.

- 1. Management and Administration
- 2. Planning
- 3. Organization
- 4. Equipment
- 5. Training
- 6. Exercises
- 7. Maintenance and Sustainment
- 8. Critical Emergency Supplies
- 9. Construction and Renovation

- F. **Governing Board Approval.** In cases where local funding is established by a COG or an Urban Area Security Initiative (UASI) governing board, the release of funds by DPS/THSSAA is contingent upon funding allocation approval by the governing board.
- G. **Notices.** All notices or communications required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express or Loan Star, to the other party at its respective address. For notice to DPS/THSSAA see address set forth below. For Sub-recipient, see the address listed on the Grant Sub-Recipient Award page or Point of Contact address listed for the Sub-recipient in the DPS/THSSAA Grants Management System (SPARS).

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

- H. **Points of Contacts.** Within 30 days of any change, Sub-recipient shall notify DPS/THSSAA of any change or correction to the chief elected official, program, and/or financial points of contact in the DPS/THSSAA grant management system.

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

J. **Central Contractor Registration and Universal Identifier Requirements.** Sub-recipient maintains that it has registered on [www.ccr.gov](http://www.ccr.gov), [www.sam.gov/](http://www.sam.gov/), or other federally established site for contractor registration, and entered DPS/THSSAA-required information. Sub-recipient shall keep current, and then review and update the CCR information at least annually. Sub-recipient shall keep information current in the CCR/SAM database until the later of when it submits this Grant's final financial report or receives final grant award payment. Sub-recipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See section .210 of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

K. **Indirect Cost Allocation Plan.** Sub-recipient shall submit its most recently approved Indirect Cost Allocation Plan signed by Cognizant Agency to DPS/THSSAA within 30 calendar days of the approval. "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 C.F.R. Part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies at <http://harvester.census.gov/sac/dissem/asp/reports.asp>. Unless the basis of the cost plan changes, Sub-recipient only needs to forward the annual Indirect Cost Rate approval letter to DPS/THSSAA within 30 calendar days after approval by the Cognizant Agency. The approved Indirect Cost Plans and approval letters shall be emailed to [SAA\\_RR@dps.texas.gov](mailto:SAA_RR@dps.texas.gov). The Sub-recipient name shall be included in the file name and subject line of the email transmittal.

L. **Reporting Total Compensation of Sub-recipient Executives.** 2 C.F.R. §170.320; see FEMA Information Bulletin 350.

1. **Applicability and what to report:** Sub-recipient shall report whether Sub-recipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §170.320. Sub-recipient shall report whether 80% or more of Sub-recipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Sub-recipient answers "yes" to both questions, Sub-recipient shall report, along with Sub-recipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Sub-recipient's five most highly compensated executives for the preceding completed fiscal year.

2. **Where and when to report:** Sub-recipient shall report executive total compensation at [www.ccr.gov](http://www.ccr.gov), [www.sam.gov/](http://www.sam.gov/), or other federally established replacement site. By signing this Grant, Sub-recipient certifies that, if required, Sub-recipient's jurisdiction has already registered, entered the required information, and shall keep information in the CCR/SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Sub-recipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.

M. **Direct Deposit.** If Sub-recipient has not received HSGP reimbursements from DPS/THSSAA within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/THSSAA. Completed direct deposit forms from Sub-recipient shall be emailed to [SAA\\_RR@dps.texas.gov](mailto:SAA_RR@dps.texas.gov). The email subject line and attachment name shall include the jurisdiction name and identify the document attached (i.e. "Sample County DD form"). The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>. Sub-recipient may simultaneously sign up for the Advance Payment Notification (APN) email feature which provides State of Texas payees with a one-business-day advance notice that a direct deposit payment has been sent to its financial institution. After receiving an APN, a payee may securely access its payment details online.

N. **Procurements.** Sub-recipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 44 C.F.R. §13.36.

O. **Contract Provisions.** All contracts executed using funds granted under this Grant shall contain the contract provisions listed under 44 C.F.R. §13.37(b), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

P. **No Contracts with Debarred or Suspended Parties.** Prior to contracting with any vendor or subawardee using funds granted under this Grant, Sub-recipient shall determine whether the vendor/subawardee is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department and agency and shall confirm the vendor/subawardee does not have any active "Exclusions" by reviewing the vendor/subawardee entity information at <https://www.sam.gov/portal/public/SAM/>.

Q. **Management and Administration.** If this Grant includes a specific award of funds to Sub-recipient for management and administration (M&A), Sub-recipient shall comply with all applicable requirements and limitations with respect to M&A. For additional information on M&A, refer to Information Bulletin 365 located at <http://www.fema.gov/government/grant/bulletins/index.shtm#1/>.

R. **Personnel Cap.** Up to fifty percent (50%) of all HSGP awards received by Sub-recipient may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, use of HSGP funding to pay for staff and/or contractor regular time or overtime/backfill, among other items, are considered personnel-related costs. Sub-recipient may request a waiver to the 50% personnel cap by submitting a waiver request through its respective regional council or urban area working group to DPS/THSSAA at [SAA@dps.texas.gov](mailto:SAA@dps.texas.gov). Requests for waivers shall be submitted on official Sub-recipient letterhead and be signed by an authorized official of Sub-recipient. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.

S. **Property Management and Inventory.** At least every two (2) years, Sub-recipient shall take a physical inventory and shall reconcile the results with property records. Sub-recipient shall maintain Property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. (See sample inventory record format at [http://www.txdps.state.tx.us/director\\_staff/saa/audit\\_and\\_compliance.htm](http://www.txdps.state.tx.us/director_staff/saa/audit_and_compliance.htm) ) Sub-recipient shall develop and implement a control system to prevent loss, damage or theft of property and Sub-recipient shall investigate and document any loss, damage or theft of property funded under this Grant.

T. **Publications.** All publications produced as a result of funding under this Grant, which are submitted for publication in any magazine, journal, or trade paper, shall include the following: "This material is based upon work supported by the U.S. Department of Homeland Security. The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U.S. Department of Homeland Security."

U. **Acknowledgement of Federal Funding from DHS.** Sub-recipient shall comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

V. **Use of DHS, DPS, and DPS/THSSAA Seals and Non-Endorsement.** Sub-recipient shall obtain DHS, DPS, or DPS/THSSAA's prior written approval before using any of these agencies' seal(s), logos, crests or reproductions of flags or likenesses of agency officials. Funding of this Grant does not equate to endorsement of use of funding agencies' seals, etc., including use of the United States Coast Guard seal, logo, crests, or reproductions of flags or likenesses of Coast Guard officials.

W. **Copyright.** Sub-recipient shall comply with requirements regarding publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Grant, including those works published in academic, technical, or professional journals, symposia proceedings, or similar works, Sub-recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. Sub-recipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of Government sponsorship (including award number) to any work first produced under this Grant.

Further, Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. Sub-recipient agrees to consult with DPS/THSSAA regarding the allocation of any patent rights that arise from or are purchased with this funding.

X. **Quarterly Performance Reports.** Sub-recipient shall submit performance reports and progress reviews per DPS/THSSAA and/or FEMA's direction. Reports are entered into the grants management system. Performance reports are due by the twentieth (20th) day after the end of each calendar quarter: January 20, April 20, July 20 and October 20; or as otherwise specified or required by DPS/THSSAA. DPS/THSSAA may require other reports or different timelines to meet federal reporting dates or to respond to information requests. Failure to timely complete a performance report will result in Sub-recipient being unable to request additional reimbursements/advances and may affect future funding.

Y. **Site Visits.** DHS and/or DPS/THSSAA, through its authorized representatives, have the right, at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Sub-recipient or a contractor under this Grant, Sub-recipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

Z. **Limited English Proficiency (Civil Rights Act of 1964, Title VI).** Sub-recipient shall comply with the requirements of EO 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Sub-recipient shall take reasonable steps to ensure that LEP persons have meaningful access to Sub-recipient's programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.

AA. **Protection of Human Subjects.** Sub-recipient shall comply with the requirements of the Federal regulations at 45 C.F.R. Part 46, which requires that Sub-recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Sub-recipient shall comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 C.F.R. Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 C.F.R. Part 46.

BB. **National Flood Insurance Act of 1968.** Sub-recipient shall comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 C.F.R. Part 63.

CC. **USA Patriot Act of 2001.** Sub-recipient shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery systems of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The Act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the Act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

DD. **Fly America Act of 1974.** Sub-recipient shall comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118) and Comptroller General's guidelines.

EE. **Activities Conducted Abroad.** Sub-recipient shall comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**FF. Trafficking Victims Protection Act of 2000.** All recipients of financial assistance shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 C.F.R. Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient: (a) engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) procures a commercial sex act during the period of time that the award is in effect; or (c) uses forced labor in the performance of the award or subawards under the award.

DPS/THSSAA is authorized to terminate this award, without penalty, if the above condition is violated. Sub-recipient shall include this condition in any subawards or contracts it makes as a result of this Grant. Full text of the award term is provided at 2 C.F.R. §175.15.

**GG. Americans with Disabilities Act of 1990.** Sub-recipient shall comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. 42 U.S.C. §§ 12101-12213.

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

**II. Security Concerns/Violations.** Sub-recipient shall inform the THSSAA's Deputy Assistant Director in writing within two (2) calendar days of Sub-recipient being made aware of any security concerns with individuals having access to government facilities or sensitive information. In the event that sensitive information is divulged in violation of Sub-recipient's security procedures, Sub-recipient shall immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action.

#### **JJ. Classified Security Condition**

1. 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.

2. "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.

3. 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.

4. 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/xoppbiz/grants/index.shtm>.

5. 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: DD254AdministrativeSecurj@idhs.gov, Mail: Department of Homeland Security, Office of the Chief Security Officer, ATTN: ASD/Industrial Security Program Branch, Washington, DC. 20528

#### **Other Requirements**

A. During the performance period of this Grant, Sub-recipient, counties, cities, towns, and Indian tribes shall maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in Sub-recipient's plan, Sub-recipient shall correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

B. Projects identified and approved in the DPS/THSSAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of this Grant. Sub-recipient shall submit project plans, milestones, outputs/outcomes, narratives and budget to DPS/THSSAA and FEMA (if required) for approval prior to expending or requesting advances of any funds for this Grant. Sub-recipient shall enter appropriate project milestones into the DPS/THSSAA web-based grants management system within 60 days after award or by the deadline established by DPS/THSSAA, whichever is sooner. Sub-recipient shall report on project status and accomplishments (milestones and outputs/outcomes) in the format(s) and timeframes as required by DPS/THSSAA.

C. During the performance period of this Grant, Sub-recipient shall:

1. Participate in a legally-adopted county and/or regional mutual aid agreement.

2. Implement the National Incident Management System (NIMS) in a manner consistent with the NIMS Implementation Objectives outlined by FEMA at <http://www.fema.gov/implementation-and-compliance-guidance-stakeholders#item4>.

3. Be a registered user of the Texas Regional Response Network (TRRN) (or other response asset inventory management system specified by DPS/THSSAA) and shall identify, resource type, and credential all major deployable resources such as vehicles and trailers, equipment costing \$5,000 or more, and specialized teams/response units equipped and/or trained using grant funds (i.e., hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.  
<http://www.fema.gov/emergency/nims/ResourceMngmnt.shtm#item3>.

D. Regional Planning Commissions/Council of Governments (COGs) shall follow guidelines listed in the DPS/THSSAA FY2012 COG Statement of Work.

### **Monitoring**

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

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

### **Audit**

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

**Right to Audit.** Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of grant funds received and performances rendered under this Grant. Sub-recipient shall permit DPS/THSSAA or its authorized representative to audit Sub-recipient's records. Sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

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

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

**State Auditor's Clause.** Sub-recipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Sub-recipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Sub-recipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Sub-recipient relating to this Grant.

### **Retention and Accessibility of Records**

**Retention of Records.** Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB Circular, 44 CFR Section 13.42, UGMS §\_\_42, and this Grant. Sub-recipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/THSSAA may direct Sub-recipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.

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

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

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

### **Legal Authority**

**Signatory Authority.** Sub-recipient assures and guarantees that Sub-recipient possesses the legal authority to enter into this Grant, receive grant funds and to perform the project Sub-recipient has obligated itself to perform pursuant to this Grant.

**Authorized Representative.** The person or persons signing and executing this Grant on Sub-recipient's behalf do warrant and guarantee that he/she has been duly authorized by Sub-recipient to execute this Grant on Sub-recipient's behalf and to validly and legally bind Sub-recipient to all terms and conditions and performance obligations.

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

## **Notice of Litigation and Claims**

Sub-recipient shall give DPS/THSSAA immediate notice in writing of any action or claim, including any proceeding before an administrative agency, filed against Sub-recipient arising out of performance of this Grant. Except as otherwise directed by DPS/THSSAA, Sub-recipient shall furnish immediately to DPS/THSSAA copies of all documentation or pleadings received by Sub-recipient with respect to such action or claim.

## **No Liability for Employees and Officers**

DPS/THSSAA shall have no liability whatsoever for the actions or omissions of an individual employed or contracted by Sub-recipient, regardless of where the individual's actions or omissions occurred.

## **Non-Waiver of Defaults**

Any failure of DPS/THSSAA, at any time, to enforce or require the strict keeping and performance of any provision of this Grant shall not constitute a waiver of such provision, and shall not affect or impair same or the right of DPS/THSSAA at any time to avail itself of same. A waiver does not become effective unless DPS/THSSAA expressly agrees to such waiver in writing. Any payment by DPS/THSSAA shall not constitute a waiver or otherwise impair or prejudice any right, power, privilege, or remedy available to DPS/THSSAA to enforce its rights, as such rights, powers, privileges, and remedies are specifically preserved.

## **Changes and Amendments**

**Modification.** FEMA or DPS/THSSAA may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Sub-recipient's acceptance of the changes to the award. Any alteration, addition, or deletion to this Grant by Sub-recipient is not valid.

**Written Amendment.** Alterations, additions or deletions to this Grant, such as changes to period of performance and award amounts, shall be made through an executed Grant Adjustment Notice (GAN).

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

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

## **Headings**

Headings and captions of this Grant are only for convenience and reference. These headings and captions shall not affect or modify the terms and conditions or be used to interpret or assist in the construction of this Grant.

## **Venue**

Venue shall lie in Travis County, Texas, and this Grant is governed by the laws of the State of Texas.

## **Suspension**

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

## **Termination**

DPS/THSSAA shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/THSSAA determines that Sub-recipient has failed to comply with any term of this Grant. DPS/THSSAA shall provide written notice of the termination and include:

1. The reason(s) for such termination;
2. The effective date of such termination; and
3. In the case of partial termination, the portion of this Grant to be terminated.

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

## **Enforcement**

If Sub-recipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, DPS/THSSAA or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by Sub-recipient or more severe enforcement action by DPS/THSSAA or DHS;
2. Disallow, that is, deny both use of funds and matching credit for, all or part of the cost of the activity or action not in compliance;

3. Wholly or partially suspend or terminate this Grant for Sub-recipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

In taking an enforcement action, DPS/THSSAA will provide Sub-recipient an opportunity for a hearing, appeal, or other administrative proceeding to which Sub-recipient is entitled under any statute or regulation applicable to the action involved.

The costs of Sub-recipient resulting from obligations incurred by Sub-recipient during a suspension or after termination of this Grant are not allowable unless DPS/THSSAA or DHS expressly authorizes them in the notice of suspension or termination or subsequently. Other Sub-recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by Sub-recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
2. The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Sub-recipient from being subject to "Debarment and Suspension" under E.O. 12549. 44 C.F.R. §13.35.

**Conflict of Interest**

No employee, officer or agent of Sub-recipient shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, is involved or otherwise creates the appearance of impropriety.

**Closing of the Grant**

A. DPS/THSSAA will close a sub-award after receiving Sub-recipient's final quarterly performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to award modifications and payments. If the close out review and reconciliation indicates that Sub-recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to Sub-recipient. If Sub-recipient did not use all the funds received, DPS/THSSAA will issue a 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.

B. At the completion of Sub-recipient's performance period, DPS/THSSAA will de-obligate all uncommitted / unexpended funds.

C. The closeout of this Grant does not affect:

1. DHS or DPS/THSSAA's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Sub-recipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Sub-recipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

***Please fill in the appropriate information and certify by signing below that you have read, understood, and agree to the terms of this Grant.***

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

Title \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

## EXHIBIT A

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

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this 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 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this award. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals .

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

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

***Please fill in the appropriate information and sign to certify this Exhibit A.***

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

Title \_\_\_\_\_

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

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

## EXHIBIT B

### ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this 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. 86-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

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

***Please fill in the appropriate information and sign to certify this Exhibit B, if applicable.***

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

Title \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

## Exhibit C

### Certifications

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all sub-awards at all tiers (including 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) or [www.sam.gov](http://www.sam.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 C.F.R. 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 C.F.R. Part 17. Sub-recipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

H. Sub-recipient 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.

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 to certify this Exhibit C.**

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

Title \_\_\_\_\_

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

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

## EXHIBIT D

### State of Texas Assurances

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

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Sub-recipient's governing body or of the Sub-recipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Sub-recipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Sub-recipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules if the Sub-recipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and sub-recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section \_\_,36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Sub-recipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.>

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

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

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

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

24. 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 have Exclusions listed at

<https://www.sam.gov/portal/public/SAM/>

25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

**Please fill in the appropriate information and sign to certify this Exhibit D.**

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

Title \_\_\_\_\_

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

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

\_\_\_\_\_  
Date



### Texas Department of Public Safety

### 2013 Sub-Recipient Award for Ellis County

<b>1. General Award Information</b>		<b>Reference/Encumbrance No:</b>
<b>Date of Award:</b> January 13, 2014	<b>Prepared By:</b> Lara, Pete H.	<b>3. SAA Award Number:</b> 13-SR 48139-01

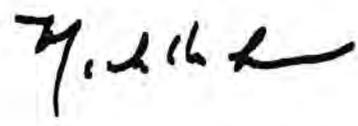
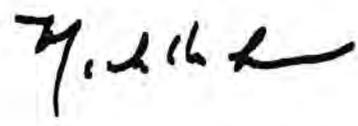
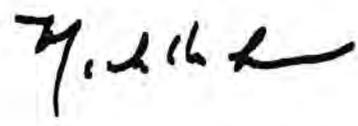
<b>4. Sub-Recipient Name and Address</b>  Judge Carol Bush Ellis County 101 W. Main St, Suite 104 Waxahachle, TX 75165	<b>5. Federal Grant Information</b>	
	<b>Federal Grant Title:</b> Homeland Security Grant Program (HSGP) State Homeland Security Program (SHSP)	
	<b>Federal Grant Award Number:</b> EMW-2013-SS-00045	
	<b>Federal Granting Agency:</b> Department of Homeland Security FEMA Grant Programs Directorate	
<b>Date Federal Grant Awarded to TxDPS:</b> September 1, 2013		
<b>CFDA:</b> 97.067		

<b>6. Award Amount and Grant Breakdowns</b>							
<b>SHSP</b>  <b>\$558,000.00</b>	<table border="1"> <tr> <th colspan="2">Grant Period:</th> </tr> <tr> <td><b>From:</b> Sep 1, 2013</td> <td><b>To:</b> Jan 31, 2015</td> </tr> <tr> <td colspan="2" style="font-size: small;">(The SAA must receive all invoices by the end of grant period)</td> </tr> </table>	Grant Period:		<b>From:</b> Sep 1, 2013	<b>To:</b> Jan 31, 2015	(The SAA must receive all invoices by the end of grant period)	
Grant Period:							
<b>From:</b> Sep 1, 2013	<b>To:</b> Jan 31, 2015						
(The SAA must receive all invoices by the end of grant period)							

**7. Statutory Authority for Grant:** The Department of Homeland Security Appropriations Act, 2013, (Public Law 113-6), and the Homeland Security Act of 2002 (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).

**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 have active Exclusions listed at <https://www.sam.gov/portal/public/SAM/>

<b>10. Agency Approvals</b>		
<table border="1"> <tr> <td> <b>Approving TxDPS Official:</b>  Machelle Pharr  Deputy Assistant Director  Texas Homeland Security  State Administrative Agency  Texas Department of Public Safety </td> <td> <b>Signature of TxDPS Official:</b>   </td> </tr> </table>	<b>Approving TxDPS Official:</b> Machelle Pharr Deputy Assistant Director Texas Homeland Security State Administrative Agency Texas Department of Public Safety	<b>Signature of TxDPS Official:</b> 
<b>Approving TxDPS Official:</b> Machelle Pharr Deputy Assistant Director Texas Homeland Security State Administrative Agency Texas Department of Public Safety	<b>Signature of TxDPS Official:</b> 	

**11. Sub-Recipient Acceptance**

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

<b>Print name and title of Authorized Sub-Recipient Official:</b>	<b>Signature of Sub-Recipient Official:</b>

<b>Enter Employer Identification Number (EIN) or Federal Tax Identification Number:</b>	<b>DUNS Number:</b>	<b>Date Signed :</b>

**DUE DATE:** February 27, 2014 Signed Award with Terms and Conditions must be returned to SAA\_SRA@dps.texas.gov on or before the due date.

## 2013 TERMS AND CONDITIONS

---

### **Instructions:**

The Sub-recipient shall:

1. Fill in the information and sign the Grant Sub-Recipient Award;
2. Certify they have read and understand these Terms and Conditions;
3. Certify to the statements provided in Exhibits A, B, C and D located at the back of this document by filling in contact information and signing all exhibits, and
4. Return all documents via email to SAA\_SRA@dps.texas.gov on or before the date provided in the transmittal letter and/or in this grant.

### **Grant Sub-recipient Agreement**

This Grant Sub-recipient Agreement (consisting of this 2013 Grant Sub-recipient Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Homeland Security State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "DPS/THSSAA," and the funds recipient, hereinafter referred to as the "Sub-recipient" or "Sub-grantee." Furthermore, DPS/THSSAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." This Grant Sub-recipient Agreement (SRA), or otherwise referred to herein as "this Grant" or "this Agreement", is only an offer until Sub-recipient returns the signed copy of this Grant on or before the date provided in the transmittal letter and/or in this Grant Sub-recipient Award.

The FY 2013 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. HSGP funding shall be used for statutorily eligible costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. This program provides an integrated mechanism that builds and sustains core capabilities to support the Nation's Preparedness against terrorist attacks, major disasters, and other emergencies.

The FY 2013 Nonprofit Security Grant Program (NSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the NPG. NSGP provides funding support statutorily eligible costs to include target hardening and other physical security enhancements and activities to nonprofit organizations that are at high risk of terrorist attack and located within one of the specific Urban Areas Security Initiative (UASI)-eligible Urban Areas. While this funding is provided specifically to high-risk nonprofit organizations, the program seeks to integrate nonprofit preparedness activities with broader State and local preparedness efforts. It is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, as well as State and local government agencies.

Sub-recipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/THSSAA. If Sub-recipient issues subawards as part of this Grant project, Sub-recipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Sub-recipient agreement funds" as used in this Grant means funds provided by DPS/THSSAA under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Sub-recipient's funds" or match funds as used in this Grant means funds provided by the Sub-recipient.

### **Overview and Performance Standards**

All allocations and use of funds under this Grant shall be in accordance with the FY 2013 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2013 FOA is incorporated by reference herein. Sub-recipient shall read, understand and accept the FY 2013 Funding Opportunity Announcement as binding.

**Standard of Performance.** Sub-recipient shall perform all activities and projects entered into the DPS/THSSAA web-based grants management system which are approved by DPS/THSSAA. Any change to a project shall receive prior written approval by the appropriate local, regional and state-level grant administrator(s). Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
3. Certifications, hereinafter referred to as "Exhibit C"
4. State of Texas Assurances, hereinafter referred to as "Exhibit D"

**Failure to Perform.** In the event Sub-recipient fails to implement the project(s) entered and approved in the DPS/THSSAA web-based grants management system, or comply with any provision of this Grant, Sub-recipient shall be liable to DPS/THSSAA for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/THSSAA is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.

### **Environmental Review**

Sub-recipient shall assess its federally funded projects for potential impact to environmental resources and historic properties. Sub-recipient shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/THSSAA. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact. Sub-recipient shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's

**EHP review will result in a non-compliance finding and DPS/THSSAA will not authorize or release grant funds for non-compliant projects.**

Sub-recipient, as soon as possible upon receiving its grant award, shall provide information to DPS/THSSAA to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/THSSAA for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Sub-recipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances. See FEMA Information Bulletin 329.

Sub-recipient shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings. Sub-recipient shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, Sub-recipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Sub-recipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

**Funding Obligations**

- A. DPS/THSSAA shall not be liable to Sub-recipient for any costs incurred by Sub-recipient that are not allowable costs.
- B. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/THSSAA under this Grant shall not exceed the Total Award Amount listed on the Grant Sub-recipient Award.
- C. Sub-recipient shall contribute the match funds listed on the Grant Sub-recipient Award.
- D. Sub-recipient shall refund to DPS/THSSAA any sum of these grant funds that has been determined by DPS/THSSAA to be an overpayment to Sub-recipient or that DPS/THSSAA determines has not been spent by Sub-recipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. Sub-recipient shall make such refund to DPS/THSSAA within thirty (30) days after DPS/THSSAA requests such refund.
- E. Notwithstanding any other provisions, the Parties hereto understand and agree that DPS/THSSAA's obligations under this Grant are contingent upon the receipt of adequate funds to meet DPS/THSSAA's liabilities hereunder, except as required by the Homeland Security Grant Program (HSGP). DPS/THSSAA shall not be liable to Sub-recipient for costs which exceed the amount specified in this Grant.

**Performance Period**

**The performance period for this Grant is listed on the Grant Sub-Recipient Award. All goods and services shall be received within the performance period AND all reimbursement requests shall be submitted to DPS/THSSAA within the performance period. Sub-recipient shall have expended all grant funds and submitted reimbursement requests, and any invoices, in the DPS/THSSAA grant management system by the end of the performance period. DPS/THSSAA shall not be obligated to reimburse expenses incurred or submitted after the performance period.**

**Uniform Administrative Requirements, Cost Principles and Audit Requirements**

Except as specifically modified by law or this Grant, Sub-recipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below.

**A. Administrative Requirements**

- 1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (the A-102 Common Rule);
- 2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).
- 3. 44 C.F.R. Part 10, Environmental Considerations

**B. Cost Principles**

- 1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- 2. 2 C.F.R. Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
- 3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
- 4. 48 C.F.R. Subpart 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

**C. Audit Requirements**

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

**D. Grant Guidance (Funding Opportunity Announcement)**

Sub-recipient agrees that all allocations and use of funds under this Grant shall be in accordance with the applicable FY 2013 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at [https://s3-us-gov-west-1.amazonaws.com/dam-production/uploads/20130726-1916-25045-6176/fy\\_2013\\_hsgp\\_foa.pdf](https://s3-us-gov-west-1.amazonaws.com/dam-production/uploads/20130726-1916-25045-6176/fy_2013_hsgp_foa.pdf) and the Nonprofit Security Grant Program (NSGP),

### **DHS Specific Acknowledgements and Assurances**

Sub-recipient shall comply with the DHS Standard Administrative Terms and Conditions that are outlined in Part 6.1.1 – Financial Assistance Award Standard Terms and Conditions (January 10, 2011), which is incorporated by reference herein. DHS requires those standard terms and conditions which are approved by the Division of Financial Assistance Policy and Oversight to be applied to all financial assistance awards <http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf>.

Sub-recipient acknowledges and agrees, and shall require any sub-recipients, subawardees, contractors, successors, transferees, and assignees to acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipient shall cooperate with any compliance review or complaint investigation conducted by DHS.
2. Sub-recipient shall give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to this grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Sub-recipient shall submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Sub-recipient shall comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three (3) years, Sub-recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Sub-recipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Sub-recipient, or Sub-recipient settles a case or matter alleging such discrimination, Sub-recipient shall forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

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

If Sub-recipient is receiving Operation Stonegarden (OPSG) funds, Sub-recipient is prohibited from obligating or expending OPSG funds provided through this Grant until each unique, specific, or modified county level, tribal or equivalent Operations Order or Fragmentary Order has been reviewed and approved by official notification by FEMA and Customs and Border Protection/Border Patrol (CBP/BP). Each Operations Order will be transferred via the secure portal (CBP/BP) BPETS system from each respective AOR Sector HQ to CBP/BP HQ in Washington, D.C., for review and pre-approval for Operational continuity, then forwarded to FEMA GPD/PGD OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to DPS/THSSAA and CBP/BP HQ in Washington, D.C.

1. Sub-recipient shall develop and submit required operational documents through the border area's Integrated Planning Team.
2. Sub-recipient shall maintain an approved Concept of Operations, consisting of a campaign plan and proposed budget which will articulate the intent of how OPSG funds will be used throughout Sub-recipient's grant performance period.
3. If Sub-recipient intends to spend more than 50 percent of its award on overtime over the course of the performance period, a request for an overtime waiver shall be submitted through the Integrated Planning Team.
4. Sub-recipient shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.
5. Sub-recipient shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and the DPS/THSSAA has issued a Grant Sub-recipient Award or GAN to the jurisdiction.

### **State Requirements for Grants**

Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, State Administrative Agency Information Bulletins, available at [http://www.txdps.state.tx.us/director\\_staff/saa/information\\_bulletins.htm](http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm), Texas Uniform Grants Management Standards (UGMS) at <http://www.governor.state.tx.us/files/state-grants/UGMS062004.doc> and the State Administrative Agency Sub-recipient Manual, 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 shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant, and the approved application.

Sub-recipient shall comply with the State of Texas General Appropriations Act, Art. IX, Part 4, as follows:

1. Grant funds may not be expended for a grant to a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, unless the law enforcement agency requesting the grant is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education or the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.
2. Grant funds may not be granted to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

3. Grant funds may not be expended to a unit of local government unless the following limitations and reporting requirements are satisfied:

- a. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
- b. Texas Government Code Sections 556.004, 556.005, and 556.006, 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 legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;
- c. Texas Government Code Sections 2113.012 and 2113.101 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, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, including grant funds may only be expended if Sub-recipient timely completes and files its reports.

### **Restrictions and General Conditions**

A. **Use of Funds.** DHS grant funds may only used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.

B. **Lobbying Prohibited.** No funds shall be expended by Sub-Recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions may be found at 31 U.S.C. §1352. Further, Sub-Recipient understands and agrees that it shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of FEMA.

C. **Transferring Funds.** Sub-recipient is prohibited from transferring funds between grant programs (such as SHSP, UASI, and OPSG) without a properly executed GAN.

D. **Federal Employee Prohibition.** Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.

E. **Cost Categories.** There may be limitations on the use of HSGP funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2013 HSGP FOA, Appendix C, Funding Guidelines.

1. Management and Administration
2. Planning
3. Organization
4. Equipment
5. Training
6. Exercises
7. Maintenance and Sustainment
8. Critical Emergency Supplies
9. Construction and Renovation

F. **Governing Board Approval.** In cases where local funding is established by a COG or an Urban Area Security Initiative (UASI) governing board, the release of funds by DPS/THSSAA is contingent upon funding allocation approval by the governing board.

G. **Notices.** All notices or communications required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express or Lone Star, to the other party at its respective address. For notice to DPS/THSSAA see address set forth below. For Sub-recipient, see the address listed on the Grant Sub-Recipient Award page or Point of Contact address listed for the Sub-recipient in the DPS/THSSAA Grants Management System (SPARS).

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

H. **Points of Contacts.** Within 30 days of any change, Sub-recipient shall notify DPS/THSSAA of any change or correction to the chief elected official, program, and/or financial points of contact in the DPS/THSSAA grant management system.

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

J. **Central Contractor Registration and Universal Identifier Requirements.** Sub-recipient maintains that it has registered on [www.ccr.gov](http://www.ccr.gov), [www.sam.gov](http://www.sam.gov), or other federally established site for contractor registration, and entered DPS/THSSAA-required information. Sub-recipient shall keep current, and then review and update the CCR information at least annually. Sub-recipient shall keep information current in the CCR/SAM database until the later of when it submits this Grant's final financial report or receives final grant award payment. Sub-recipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See section .210 of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

K. **Indirect Cost Allocation Plan.** Sub-recipient shall submit its most recently approved Indirect Cost Allocation Plan signed by Cognizant Agency to DPS/THSSAA within 30 calendar days of the approval. "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 C.F.R. Part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies at <http://harvester.census.gov/sac/dissem/asp/reports.asp>. Unless the basis of the cost plan changes, Sub-recipient only needs to forward the annual Indirect Cost Rate approval letter to DPS/THSSAA within 30 calendar days after approval by the Cognizant Agency. The approved Indirect Cost Plans and approval letters shall be emailed to [SAA\\_SRA@dps.texas.gov](mailto:SAA_SRA@dps.texas.gov). The Sub-recipient name shall be included in the file name and subject line of the email transmittal.

L. **Reporting Total Compensation of Sub-recipient Executives.** 2 C.F.R. §170.320; see FEMA Information Bulletin 350.

1. **Applicability and what to report:** Sub-recipient shall report whether Sub-recipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §170.320. Sub-recipient shall report whether 80% or more of Sub-recipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Sub-recipient answers "yes" to both questions, Sub-recipient shall report, along with Sub-recipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Sub-recipient's five most highly compensated executives for the preceding completed fiscal year.

2. **Where and when to report:** Sub-recipient shall report executive total compensation at [www.ccr.gov](http://www.ccr.gov), [www.sam.gov](http://www.sam.gov), or other federally established replacement site. By signing this Grant, Sub-recipient certifies that, if required, Sub-recipient's jurisdiction has already registered, entered the required information, and shall keep information in the CCR/SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Sub-recipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.

M. **Direct Deposit.** If Sub-recipient has not received HSGP reimbursements from DPS/THSSAA within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/THSSAA. Completed direct deposit forms from Sub-recipient shall be emailed to [SAA\\_RR@dps.texas.gov](mailto:SAA_RR@dps.texas.gov). The email subject line and attachment name shall include the jurisdiction name and identify the document attached (i.e. "Sample County DD form"). The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>. Sub-recipient may simultaneously sign up for the Advance Payment Notification (APN) email feature which provides State of Texas payees with a one-business-day advance notice that a direct deposit payment has been sent to its financial institution. After receiving an APN, a payee may securely access its payment details online.

N. **Procurements.** Sub-recipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 44 C.F.R. §13.36.

O. **Contract Provisions.** All contracts executed using funds granted under this Grant shall contain the contract provisions listed under 44 C.F.R. §13.37(b), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

P. **No Contracts with Debarred or Suspended Parties.** Prior to contracting with any vendor or subawardee using funds granted under this Grant, Sub-recipient shall determine whether the vendor/subawardee is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department and agency and shall confirm the vendor/subawardee does not have any active "Exclusions" by reviewing the vendor/subawardee entity information at <https://www.sam.gov/portal/public/SAM/>.

Q. **Management and Administration.** If this Grant includes a specific award of funds to Sub-recipient for management and administration (M&A), Sub-recipient shall comply with all applicable requirements and limitations with respect to M&A. For additional information on M&A, refer to Information Bulletin 365 located at <http://www.fema.gov/grants/grant-programs-directorate-information-bulletins>.

R. **Personnel Cap.** Up to fifty percent (50%) of all HSGP awards received by Sub-recipient may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, use of HSGP funding to pay for staff and/or contractor regular time or overtime/backfill, among other items, are considered personnel-related costs. Sub-recipient may request a waiver to the 50% personnel cap by submitting a waiver request through its respective regional council or urban area working group to DPS/THSSAA at [SAA@dps.texas.gov](mailto:SAA@dps.texas.gov). Requests for waivers shall be submitted on official Sub-recipient letterhead and be signed by an authorized official of Sub-recipient. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.

S. **Property Management and Inventory.** At least every two (2) years, Sub-recipient shall take a physical inventory and shall reconcile the results with property records. Sub-recipient shall maintain Property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. (See sample inventory record format at [http://www.txdps.state.tx.us/director\\_staff/saa/audit\\_and\\_compliance.htm](http://www.txdps.state.tx.us/director_staff/saa/audit_and_compliance.htm)) Sub-recipient shall develop and implement a control system to prevent loss, damage or theft of property and Sub-recipient shall investigate and document any loss, damage or theft of property funded under this Grant.

T. **Publications.** All publications produced as a result of funding under this Grant, which are submitted for publication in any magazine, journal, or trade paper, shall include the following: "This material is based upon work supported by the U.S. Department of Homeland Security. The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U.S. Department of Homeland Security."

U. **Acknowledgement of Federal Funding from DHS.** Sub-recipient shall comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

V. Use of DHS, DPS, and DPS/THSSAA Seals and Non-Endorsement. Sub-recipient shall obtain DHS, DPS, or DPS/THSSAA's prior written approval before using any of these agencies' seal(s), logos, crests or reproductions of flags or likenesses of agency officials. Funding of this Grant does not equate to endorsement of use of funding agencies' seals, etc., including use of the United States Coast Guard seal, logo, crests, or reproductions of flags or likenesses of Coast Guard officials.

W. Copyright. Sub-recipient shall comply with requirements regarding publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Grant, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Sub-recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. Sub-recipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of Government sponsorship (including award number) to any work first produced under this Grant.

Further, Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. Sub-recipient agrees to consult with DPS/THSSAA regarding the allocation of any patent rights that arise from or are purchased with this funding.

X. Quarterly Performance Reports. Sub-recipient shall submit performance reports and progress reviews per DPS/THSSAA and/or FEMA's direction. Reports are entered into the grants management system. Performance reports are due by the twentieth (20th) day after the end of each calendar quarter: January 20, April 20, July 20 and October 20; or as otherwise specified or required by DPS/THSSAA. DPS/THSSAA may require other reports or different timelines to meet federal reporting dates or to respond to information requests. Failure to timely complete a performance report will result in Sub-recipient being unable to request additional reimbursements/advances and may affect future funding.

Y. Site Visits. DHS and/or DPS/THSSAA, through its authorized representatives, have the right, at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Sub-recipient or a contractor under this Grant, Sub-recipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

Z. Limited English Proficiency (Civil Rights Act of 1964, Title VI). Sub-recipient shall comply with the requirements of EO 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Sub-recipient shall take reasonable steps to ensure that LEP persons have meaningful access to Sub-recipient's programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.

AA. Protection of Human Subjects. Sub-recipient shall comply with the requirements of the Federal regulations at 45 C.F.R. Part 46, which requires that Sub-recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Sub-recipient shall comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 C.F.R. Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 C.F.R. Part 46.

BB. National Flood Insurance Act of 1968. Sub-recipient shall comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 C.F.R. Part 63.

CC. USA Patriot Act of 2001. Sub-recipient shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery systems of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The Act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the Act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

DD. Fly America Act of 1974. Sub-recipient shall comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118) and Comptroller General's guidelines.

EE. Activities Conducted Abroad. Sub-recipient shall comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

FF. Trafficking Victims Protection Act of 2000. All recipients of financial assistance shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 C.F.R. Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient: (a) engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) procures a commercial sex act during the period of time that the award is in effect; or (c) uses forced labor in the performance of the award or subawards under the award.

DPS/THSSAA is authorized to terminate this award, without penalty, if the above condition is violated. Sub-recipient shall include this condition in any subawards or contracts it makes as a result of this Grant. Full text of the award term is provided at 2 C.F.R. §175.15.

**GG. Americans with Disabilities Act of 1990.** Sub-recipient shall comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. 42 U.S.C. §§ 12101-12213.

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

**II. Security Concerns/Violations.** Sub-recipient shall inform the THSSAA's Deputy Assistant Director in writing within two (2) calendar days of Sub-recipient being made aware of any security concerns with individuals having access to government facilities or sensitive information. In the event that sensitive information is divulged in violation of Sub-recipient's security procedures, Sub-recipient shall immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action.

**JJ. Classified Security Condition**

1. 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.

2. "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.

3. 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.

4. 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 (NISPO); and /or other applicable implementing directives or instruction. All security requirement documents are currently located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>.

5. 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: DD254AdministrativeSecur@dhs.gov, Mail: Department of Homeland Security, Office of the Chief Security Officer, ATTN: ASD/Industrial Security Program Branch, Washington, DC. 20528

**KK. Best Practices for Collection and Use of Personally Identifiable Information (PII).** Sub-recipients who collect Personally Identifiable Information (PII) shall have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate. Sub-recipients may also find as a useful resource the DHS Privacy Impact Assessments: [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf) and [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_template.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf).

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

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

**NN. Duplication of Benefits.** State, Local and Tribal Sub-recipients shall comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

**Other Requirements**

A. During the performance period of this Grant, Sub-recipient, counties, cities, towns, and Indian tribes shall maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in Sub-recipient's plan, Sub-recipient shall correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

B. Projects identified and approved in the DPS/THSSAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of this Grant. Sub-recipient shall submit project plans, milestones, outputs/outcomes, narratives and budget to DPS/THSSAA and FEMA (if required) for approval prior to expending or requesting advances of any funds for this Grant. Sub-recipient shall enter appropriate project milestones into the DPS/THSSAA web-based grants management system within 60 days after award or by the deadline established by DPS/THSSAA, whichever is sooner. Sub-recipient shall report on project status and accomplishments (milestones and outputs/outcomes) in the format(s) and timeframes as required by DPS/THSSAA.

C. During the performance period of this Grant, Sub-recipient shall:

1. Participate in a legally-adopted county and/or regional mutual aid agreement.
2. Implement the National Incident Management System (NIMS) in a manner consistent with the NIMS Implementation Objectives

outlined by FEMA at <http://www.fema.gov/implementation-and-compliance-guidance-stakeholders#item4>.

3. Be a registered user of the Texas Regional Response Network (TRRN) (or other response asset inventory management system specified by DPS/THSSAA) and shall identify, resource type, and credential all major deployable resources such as vehicles and trailers, equipment costing \$5,000 or more, and specialized teams/response units equipped and/or trained using grant funds (i.e., hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.  
<http://www.fema.gov/emergency/nims/ResourceMngmnt.shtml#item3>.

D. Regional Planning Commissions/Council of Governments (COGs) shall follow guidelines listed in the DPS/THSSAA FY2013 COG Statement of Work.

## **Monitoring**

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

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

## **Audit**

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

**Right to Audit.** Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of grant funds received and performances rendered under this Grant. Sub-recipient shall permit DPS/THSSAA or its authorized representative to audit Sub-recipient's records. Sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

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

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

**State Auditor's Clause.** Sub-recipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Sub-recipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Sub-recipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Sub-recipient relating to this Grant.

## **Retention and Accessibility of Records**

**Retention of Records.** Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB Circular, 44 CFR Section 13.42, UGMS § 42, and this Grant. Sub-recipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/THSSAA may direct Sub-recipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.

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

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

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

## **Legal Authority**

**Signatory Authority.** Sub-recipient assures and guarantees that Sub-recipient possesses the legal authority to enter into this Grant, receive grant funds and to perform the project Sub-recipient has obligated itself to perform pursuant to this Grant.

**Authorized Representative.** The person or persons signing and executing this Grant on Sub-recipient's behalf do warrant and guarantee

that he/she has been duly authorized by Sub-recipient to execute this Grant on Sub-recipient's behalf and to validly and legally bind Sub-recipient to all terms and conditions and performance obligations.

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

### **Notice of Litigation and Claims**

Sub-recipient shall give DPS/THSSAA immediate notice in writing of any action or claim, including any proceeding before an administrative agency, filed against Sub-recipient arising out of performance of this Grant. Except as otherwise directed by DPS/THSSAA, Sub-recipient shall furnish immediately to DPS/THSSAA copies of all documentation or pleadings received by Sub-recipient with respect to such action or claim.

### **No Liability for Employees and Officers**

DPS/THSSAA shall have no liability whatsoever for the actions or omissions of an individual employed or contracted by Sub-recipient, regardless of where the individual's actions or omissions occurred.

### **Non-Waiver of Defaults**

Any failure of DPS/THSSAA, at any time, to enforce or require the strict keeping and performance of any provision of this Grant shall not constitute a waiver of such provision, and shall not affect or impair same or the right of DPS/THSSAA at any time to avail itself of same. A waiver does not become effective unless DPS/THSSAA expressly agrees to such waiver in writing. Any payment by DPS/THSSAA shall not constitute a waiver or otherwise impair or prejudice any right, power, privilege, or remedy available to DPS/THSSAA to enforce its rights, as such rights, powers, privileges, and remedies are specifically preserved.

### **Changes and Amendments**

**Modification.** FEMA or DPS/THSSAA may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Sub-recipient's acceptance of the changes to the award. Any alteration, addition, or deletion to this Grant by Sub-recipient is not valid.

**Written Amendment.** Alterations, additions or deletions to this Grant, such as changes to period of performance and award amounts, shall be made through an executed Grant Adjustment Notice (GAN).

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

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

### **Headings**

Headings and captions of this Grant are only for convenience and reference. These headings and captions shall not affect or modify the terms and conditions or be used to interpret or assist in the construction of this Grant.

### **Venue**

Venue shall lie in Travis County, Texas, and this Grant is governed by the laws of the State of Texas.

### **Suspension**

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

### **Termination**

DPS/THSSAA shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/THSSAA determines that Sub-recipient has failed to comply with any term of this Grant. DPS/THSSAA shall provide written notice of the termination and include:

1. The reason(s) for such termination;
2. The effective date of such termination; and
3. In the case of partial termination, the portion of this Grant to be terminated.

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

## **Enforcement**

If Sub-recipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, DPS/THSSAA or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by Sub-recipient or more severe enforcement action by DPS/THSSAA or DHS;
2. Disallow, that is, deny both use of funds and matching credit for, all or part of the cost of the activity or action not in compliance;
3. Wholly or partially suspend or terminate this Grant for Sub-recipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

In taking an enforcement action, DPS/THSSAA will provide Sub-recipient an opportunity for a hearing, appeal, or other administrative proceeding to which Sub-recipient is entitled under any statute or regulation applicable to the action involved.

The costs of Sub-recipient resulting from obligations incurred by Sub-recipient during a suspension or after termination of this Grant are not allowable unless DPS/THSSAA or DHS expressly authorizes them in the notice of suspension or termination or subsequently. Other Sub-recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by Sub-recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
2. The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Sub-recipient from being subject to "Debarment and Suspension" under E.O. 12549. 44 C.F.R. §13.35.

## **Conflict of Interest**

No employee, officer or agent of Sub-recipient shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, is involved or otherwise creates the appearance of impropriety.

## **Closing of the Grant**

A. DPS/THSSAA will close a sub-award after receiving Sub-recipient's final quarterly performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to award modifications and payments. If the close out review and reconciliation indicates that Sub-recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to Sub-recipient. If Sub-recipient did not use all the funds received, DPS/THSSAA will issue a 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.

B. At the completion of Sub-recipient's performance period, DPS/THSSAA will de-obligate all uncommitted / unexpended funds.

C. The closeout of this Grant does not affect:

1. DHS or DPS/THSSAA's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Sub-recipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Sub-recipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

***Please fill in the appropriate information and certify by signing below that you have read, understood, and agree to the terms of this Grant.***

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

Title \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

## EXHIBIT A

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

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this 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 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this award. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government

Principals Regarding the Care and Use of Animals

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

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

***Please fill in the appropriate information and sign to certify this Exhibit A.***

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

Title \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

## EXHIBIT B

### ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this 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 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of

1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

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

***Please fill in the appropriate information and sign to certify this Exhibit B, if applicable.***

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

Title \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

## Exhibit C

### Certifications

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all sub-awards at all tiers (including 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) or [www.sam.gov](http://www.sam.gov) and the State Debarred Vendor List [www.window.state.tx.us/procurement/proc/vendor\\_performance/debarred](http://www.window.state.tx.us/procurement/proc/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 C.F.R. 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 C.F.R. Part 17. Sub-recipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

H. Sub-recipient agrees that it is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

I. Sub-recipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

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 to certify this Exhibit C.**

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

Title \_\_\_\_\_

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

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

## EXHIBIT D

### State of Texas Assurances

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

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Sub-recipient's governing body or of the Sub-recipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Sub-recipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Sub-recipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules if the Sub-recipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and sub-recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section \_\_36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Sub-recipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality

control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.>

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

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

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

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

24. 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 have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>

25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

**Please fill in the appropriate information and sign to certify this Exhibit D.**

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

Title \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

# FIREHOUSE Software®



**Dept Name:** Ellis County Fire Marshal  
**Dept Address:** 109 S. Jackson Suite 145  
**Dept City, State, Zip:** Waxahachie, TX 75165  
**Primary Contact:** Joe Stewart  
**Title:** Fire Marshal

**Billing Contact:** [REDACTED]  
**Billing Address:** 109 S. Jackson Suite 145  
**Billing City, State, Zip:** Waxahachie, TX 75165

**Current FH Customer:**  Yes  No  
**Current FH Install:**  Standard  Enterprise  
**Version Number:** 7.12

**IT Contact:** Josh Hibschan  
**Full Name:** Josh Hibschan  
**Primary Phone:** (972) 825-5555  
**Cell Phone:** [REDACTED]  
**Email address:** josh.hibschan@co.ellis.tx.us

**Emergency Contact:** Josh Hibschan  
**Full Name:** Josh Hibschan  
**Primary Phone:** (972) 825-5555  
**Cell Phone:** [REDACTED]  
**Email address:** josh.hibschan@co.ellis.tx.us

**Contract Terms:** Year(s): 5 Start Date: 01/01/2013 End Date: 01/01/2018

**Price:** \* Year 1: \$2,093.00 Year 2: \$2,093.00 Year 3: \$2,093.00 Year 4: \$2,093.00 Year 5: \$2,093.00

**Number of Users:** 2

<u>Modules</u>	<u>Yes or No</u>
Incident Module	<u>Yes</u>
EMS Module	<u>Yes</u>
Staff	<u>Yes</u>
Training and Certifications	<u>Yes</u>
Occupancy Management Module	<u>Yes</u>
Inventory Management Module	<u>Yes</u>
Hydrant Module	<u>Yes</u>
Staff Scheduling	<u>NO</u>
Accounts Receivable	<u>NO</u>
FH Sketch	<u>Yes</u>
CAD Monitor	<u>NO</u>
VPN connection required for CAD data	<u>NO</u>
Transfers	<u>NO</u>

**AGREEMENT FOR APPLICATION HOSTING AND TECHNOLOGY SUPPORT SERVICES**

This Agreement for Application Hosting and Technology Support Services (hereinafter the "Agreement") is entered into by and between Ellis County Fire Marshal with offices located at 109 S. Jackson Suite 145 Waxahachie, TX 75165 (hereinafter "Customer"), and ACS GOVERNMENT SYSTEMS, INC. with offices located at 8260 Willow Oaks Corporate Drive, Fairfax, VA 22031 (hereinafter "ACS"), referred to individually as Party and collectively as Parties

**1.0 BACKGROUND AND OBJECTIVES**

This Agreement is entered into in connection with Customer's decision to engage ACS to provide certain information technology hosting and support services related to Customer's business operations. This Agreement and the Exhibits set forth all terms and conditions governing the relationship between ACS and Customer.

**2.0 TERM**

The term of this Agreement (the "Term") will be for 5 years, from 01/01/2013 to 01/01/2018 , unless earlier terminated or renewed in accordance with the provisions of this Agreement.

**3.0 SERVICES**

ACS shall provide all services, personnel, materials, equipment, and tools (hereinafter jointly referred to as the "Services") as set forth in Exhibit A – Statement of Work, attached hereto and made a part hereof. The Statement of Work constitutes the minimum quantity and level of services and deliverables to be provided in connection with this Agreement. Supplemental services may be procured by Customer in accordance with 4.0 hereof.

**4.0 SUPPLEMENTAL SERVICES**

Any effort, which does not fall within the Statement of Work set forth in Exhibit A, will be subject to the change order process. ACS will be responsible for assisting Customer in defining, documenting and quantifying the change order. A detailed change order proposal will be prepared by ACS and submitted to Customer for its review and approval. Customer will be responsible for timely turnaround of a decision on the approval of the change order request. All terms and conditions of the change order proposal (including any applicable payment terms) will be incorporated into a Supplemental Service Agreement ("SSA") a sample of which is annexed hereto as shown in Schedule 1. ACS will not be required to perform activities that are not specifically stated in the Statement of Work without a fully executed SSA signed by both Parties.

**5.0 CONFIDENTIALITY**

**5.1 Customer Confidential Information**

With respect to information relating to Customer's business which is confidential and clearly so designated ("Customer Confidential Information"), ACS will instruct its personnel to keep such information confidential by using the same degree of care and discretion that they use with similar

information of ACS which ACS regards as confidential. However, ACS shall not be required to keep confidential any information which: (i) is or becomes publicly available; (ii) is already in ACS' possession; (iii) is independently developed by ACS outside the scope of this Agreement; or (iv) is rightfully obtained from third parties. In addition, ACS shall not be required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how or techniques developed by ACS in the course of its services hereunder.

## **5.2 ACS Confidential Information**

Customer agrees that ACS' methodologies, tools, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, proprietary data and software programs, and any other information identified as proprietary or confidential by ACS, which may be disclosed to the Customer, are confidential and proprietary information ("ACS Confidential Information"). With respect to ACS Confidential Information, the Customer shall keep such information confidential by using the same degree of care and discretion that it uses with similar information of its own which Customer regards as confidential. However, Customer shall not be required to keep confidential any information which: (i) is or becomes publicly available; (ii) is already in Customer's possession; (iii) is independently developed by the Customer outside the scope of this Agreement and without any reliance on ACS Confidential Information; or (iv) is rightfully obtained from third parties.

## **5.3 Use of Confidential Information**

ACS and Customer shall use each other's confidential information only for the purposes of this Agreement and shall not disclose such confidential information to any third party, other than as set forth herein, or to each other's employees, ACS' permitted subcontractors, or Customer's permitted consultants on a need-to-know basis, without the other Party's prior written consent.

## **6.0 INTELLECTUAL PROPERTY RIGHTS**

### **6.1 Customer Content**

All data created or transmitted by Customer and stored on ACS servers as part of the Services ("Customer Data") shall at all times be owned by Customer. ACS shall not own or have any interest rights in the Customer Data. Except as instructed by Customer directly or indirectly through instructions provided to the servers through Customer's use of the ACS Software, ACS shall treat Customer Data as Customer Confidential Information. ACS will upon (i) request of Customer at any time, and (ii) the cessation of all Termination/Expiration Assistance, promptly return to Customer, in the format and on the media in use as of the date of the request, all or any requested portion of the Customer Data. Archival tapes containing any Customer Data will be used by ACS solely for back-up purposes. Any conversion of data for porting to other applications will not be provided under this contract.

### **6.2 Proprietary Rights of ACS**

All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by ACS or its suppliers under this Agreement, and any know-how, methodologies, equipment, or processes used by ACS to provide the Services to Customer, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively "ACS Materials") shall remain the sole and

exclusive property of ACS or its suppliers. Customer acknowledges and agrees that ACS is in the business of designing and hosting Web-based applications and ACS shall have the right to provide services to third parties which are the same or similar to the Services and to use any ACS Materials providing such services.

### **6.3 License Grant**

ACS grants Customer a non-exclusive license throughout the Term to perform, display, transmit, participate in the transfer of Customer Data and otherwise use the ACS Materials for the purposes of performing this Agreement. Customer shall have no residual rights to the ACS Materials beyond the term of this Agreement. Customer grants ACS the right to maintain administrative access to the Customer Data during the Term for purposes of performing this Agreement.

## **7.0 INSURANCE; RISK OF LOSS**

### **7.1 Required Insurance Coverage**

Throughout the Term, ACS shall, at its own expense, carry and maintain at least the kinds and minimum amounts of insurance listed below.

1. **Workers' Compensation Insurance:** As required by law.
2. **Commercial General Liability Insurance:** with a combined single limit for bodily injury and property damage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

ACS will furnish proof of coverage, in the form of a standard certificate of insurance, to the Customer's Procurement Officer within ten (10) days of contract execution. If any material policy changes occur during the life of contract, ACS shall provide updated proof of coverage, in the form of standard certificates of insurance, to Customer in a timely manner.

### **7.2 Risk of Loss**

As of the effective date, each Party will be responsible for risk of loss of, and damage to, any equipment, software or other materials in its possession or under its control.

## **8.0 CHARGES**

### **8.1 Charges**

Subject to the other provisions of this Agreement, Customer will pay to ACS the amounts set forth in Exhibit B – Applicable Charges, attached hereto and made a part hereof. Services performed in connection with an authorized Supplemental Services Agreement (Schedule 1) may be performed either on a time and material (T&M) or fixed fee basis as specified in the SSA. The charges applicable during each renewal term will be mutually agreed to by the Parties and incorporated to this Agreement as an SSA.

### **8.2 Taxes**

- (a) ACS will pay any sales, use, excise, value-added, services, consumption, and other taxes and duties imposed on any goods and services acquired, used or consumed by ACS in connection with the Services.
- (b) Customer will pay when due any sales, use, excise, value-added, services, consumption, or other tax imposed by any taxing jurisdiction as of the effective date on the provision of the Services or any component thereof, as the rate of such tax may change from time to time during the applicable Term. If applicable, such taxes will be in addition to the Applicable Charges listed in Exhibit B.
- (c) If any taxing jurisdiction imposes after the effective date a new sales, use, excise, value-added, services, consumption, or other tax on the provision of the Services or any component thereof, the Parties will cooperate in attempting to reduce the amount of such tax to the maximum extent feasible. Customer will be liable for any such new tax, which is imposed on the Charges for the provision of the Services, or any component thereof.

## **9.0 INVOICES AND PAYMENT**

### **9.1 Invoices and Payment**

ACS will issue to Customer, on an annual basis, one (1) invoice for all amounts due with respect to services to be rendered and products to be delivered in the following calendar month. Payment terms for materials and services will be as specified in Exhibit B. Each invoice will separately state all applicable charges, reimbursable expenses and taxes payable. Invoices delivered pursuant to this Section 9.1 will be due and payable within thirty (30) days after invoice issuance, unless other payment terms are mutually agreed to. All periodic charges for any partial year under this Agreement and any applicable authorized SSA shall be prorated.

Invoices shall be submitted to:

Ellis County Fire Marshal  
109 S. Jackson Suite 145  
Waxahachie, TX 75165

### **9.2 Late Payment**

Any sum or credit due either Party under this Agreement that is not paid or granted on the date due will thereafter bear interest until paid or applied, as the case may be, at an annual rate of interest of 9% provided no interest will accrue during any billing dispute between the Parties.

## **10.0 WARRANTIES**

### **10.1 ACS Warranties**

ACS warrants that all services will be provided in a good and workmanlike manner and in accordance with generally applicable industry standards. EXCEPT AS EXPRESSLY PROVIDED IN

SECTION 10.1, ACS DOES NOT MAKE AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

### **10.2 Disclaimed Warranties**

ACS exercises no control over, and accepts no responsibility for, the content of the information passing through ACS host computers, servers, network hubs and points of presence, or the Internet. As a convenience for Customer, ACS shall perform regular daily backup of all Customer Data. ACS shall use commercially reasonable efforts to recover any lost or corrupted data resulting from ACS negligence. Should ACS be unable to recover such lost or corrupted data, ACS' responsibility and liability for the loss of Customer Data shall be limited to restoring the data to the last required daily back up. Further, ACS and its suppliers are not liable for any temporary delay, outages or interruptions of the Services.

### **10.3 Customer Warranties**

Customer warrants, represent and covenants to ACS that: (a) Customer will use the Services only for lawful purposes and in accordance with this Agreement; (b) all Customer content, including the Customer Data, does not and will not infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation or ordinance.

### **11.0 INDEMNIFICATION**

ACS will protect, defend, indemnify, and save whole and harmless the Customer and all of its officers, agents, and employees from and against:

- (a) Any third party claim brought against Customer relating to the death or bodily injury, or the damage, loss or destruction of real or tangible personal property, to the extent caused by the tortious acts or omissions of ACS, its employees, contractors or agents in connection with the performance of the Services;
- (b) Any third party claim brought against Customer relating to the willful or fraudulent misconduct of ACS, its employees, contractors or agents in connection with the performance of the Services;
- (c) Any third party claim brought against Customer relating to an actual infringement of any United State's patent, copyright, or any actual trade secret disclosure, by ACS, its employees, contractors or agents in connection with the performance of the Services.

ACS will have a right of contribution from Customer with respect to any claim to the extent Customer is responsible for contributing to the alleged injury.

### **12.0 LIMITATION OF LIABILITY**

**12.1 Limit on Types of Damages Recoverable**

NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**12.2 Limit on Amount of Direct Damages Recoverable**

EACH PARTY'S TOTAL CUMULATIVE, AGGREGATE LIABILITY TO THE OTHER FOR ANY AND ALL ACTIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED AN AMOUNT EQUAL TO THE U.S. DOLLAR EQUIVALENT OF THE TOTAL AMOUNT OF SERVICES PURCHASED BY THE CUSTOMER PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE EITHER PARTY IS NOTIFIED BY THE OTHER OF ANY CLAIM. THIS LIMITATION WILL NOT APPLY TO ANY FEES OR CHARGES PAYABLE BY CUSTOMER UNDER THE AGREEMENT.

**12.3 Force Majeure**

- (a) Neither Party will be liable for any failure or delay in the performance of its obligations under this Agreement, if any, to the extent such failure is caused, directly or indirectly, without fault by such Party, by: fire, flood, earthquake, elements of nature or acts of God; labor disruptions or strikes; acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action; or any other cause beyond the reasonable control of such Party. Events meeting the criteria set forth above are referred to collectively as "Force Majeure Events."
- (b) Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from any further performance or observance of the affected obligation(s) for as long as such circumstances prevail and such Party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within five (5) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay.

**12.4 Actions of Other Party or Third Parties**

Neither Party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that Party's reasonable control and occurring without its fault or negligence, including, without limitation, failures caused by the other Party or by third party suppliers, subcontractors, and carriers. The Party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

**13.0 TERMINATION**

**13.1 Termination for Cause**

- (a) Customer will have the option, but not the obligation, to terminate this Agreement for Cause for any material breach of the Agreement by ACS that is not cured by ACS within thirty (30) days of the date on which ACS receives Customer's written notice of such breach, or if a cure can not reasonably be fully completed within 30 days, a later date, provided ACS has provided a plan acceptable to Customer for such cure. Customer will exercise its termination option by delivering to ACS written notice of such termination identifying the scope of the termination and the termination date.
- (b) ACS will have the option, but not the obligation, to terminate this Agreement if Customer fails to pay when due undisputed amounts owed to ACS, and Customer fails to cure such failure within sixty (60) days after receipt from ACS of written notice from ACS.

**13.2 Effect of Termination**

Termination of this Agreement for any reason under this Section 13.0 will not affect (i) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination, or (ii) any damages or other remedies to which a Party may be entitled under this Agreement, at law or in equity, arising from any breaches of such liabilities or obligations.

**14.0 APPLICABLE LAW, JURISDICTION, VENUE, AND REMEDIES**

**14.1 Applicable Law**

All questions concerning the validity, interpretation and performance of this Agreement will be governed by and decided in accordance with the laws of the State of New York.

**14.2 Jurisdiction and Venue**

The Parties hereby submit and consent to the exclusive jurisdiction of any state or federal court located in State of New York and irrevocably agree that all actions or proceedings relating to this Agreement, will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of any such action or proceeding in such court.

**14.3 Equitable Remedies**

The Parties agree that in the event of any breach or threatened breach of any provision of this Agreement concerning (i) Confidential Information, or (ii) other matters for which equitable rights may be granted, money damages would be an inadequate remedy. Accordingly, such provisions may be enforced by the preliminary or permanent, mandatory or prohibitory injunction or other order of a court of competent jurisdiction.

**15.0 MISCELLANEOUS**

**15.1 Customer Provided Resources and Technical Working Environment**

Customer shall provide ACS resources with reasonable access to Customer facilities, as well as secure storage areas for materials, equipment and tools. Other specific resource needs may be identified following contract award and will be commensurate with the level of effort required under the Statement of Work.

#### **15.2 Binding Nature and Assignment**

Neither Party may assign, voluntarily or by operation of law, any of its rights or obligations under this Agreement without the prior written consent of the other Party; provided, that either may assign its rights and obligations under this Agreement to an affiliate, or to an entity which acquires all or substantially all of the assets or voting stock of that Party if such Affiliate or entity can demonstrate to the reasonable satisfaction of the other Party that it has the ability to fulfill the obligations of the assigning Party under this Agreement (and in the case of assignment by Customer, such third party agrees to pay any charges imposed by third parties relating to such assignments). No assignment by a Party will relieve such Party of its rights and obligations under this Agreement. Subject to the foregoing, this Agreement will be binding on the Parties and their respective successors and assigns.

#### **15.3 Amendment and Waiver**

No supplement, modification, amendment or waiver of this Agreement will be binding unless executed in writing by the Party against whom enforcement of such supplement, modification, amendment or waiver is sought. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar) nor will such waiver constitute a continuing waiver unless otherwise expressly provided.

#### **15.4 Further Assurances; Consents and Approvals**

Each Party will provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions. Whenever this Agreement requires or contemplates any action, consent or approval, such Party will act reasonably and in good faith and (unless the Agreement expressly allows exercise of a Party's sole discretion) will not unreasonably withhold or delay such action, consent or approval.

#### **15.5 Severability**

Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.

#### **15.6 Entire Agreement**

This Agreement, including the Exhibits thereto, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.

**15.7 Notices**

Any notice, demand or other communication required or permitted to be given under this Agreement will be in writing and will be deemed delivered to a Party (i) when delivered by hand or courier, (ii) when sent by confirmed facsimile with a copy sent by another means specified in this Section 15.7, or (iii) six (6) days after the date of mailing if mailed by United States certified mail, return receipt requested, postage prepaid, in each case to the address of such Party set forth below (or at such other address as the Party may from time to time specify by notice delivered in the foregoing manner):

If to Customer, to:

Ellis County Fire Marshal  
109 S. Jackson Suite 145  
Waxahachie, TX 75165

Attn: Joe Stewart

If to ACS, to:

ACS Government Systems, Inc.  
2900 100<sup>th</sup> Street, Suite 309  
Urbandale, IA 50322

Attn: Accounts Manager

**15.8 Survival**

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement, will survive expiration or termination of this Agreement.

**15.9 Independent Contractors & Use of Subcontractors**

ACS will perform its obligations under this Agreement as an independent contractor of Customer. Nothing in this Agreement will be deemed to constitute ACS and Customer as partners, joint venturers, or principal and agent. ACS has no authority to represent Customer as to any matters, except as expressly authorized in this Agreement or in an authorized Supplemental Service Agreement. ACS has the right to use, if appropriate, qualified third party vendors.

**15.10 Counterparts**

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

Ellis County Fire Marshal

By: Joe Stewart

Name: Joe Stewart

Title: Fire Marshal

Date: 1-4-13

ACS GOVERNMENT SYSTEMS, INC.

By: Allen Shutt

Name: Allen Shutt

Title: Sr Xerox

Date: 1/15/13

**Exhibit A**  
**Statement of Work**

This Statement of Work describes the application hosting services that ACS will provide to Customer in connection with this Agreement. Should additional services be required beyond or not defined in the scope of this Agreement, Customer and ACS may enter into a Supplemental Services Agreement as further described in Section 4.0 of the Agreement, subject to required Customer approvals.

**1.0 Application Software and Related Services**

A key element of this Statement of Work is to provide Customer during the term of the Agreement with licensed access to web version of FIREHOUSE Software Version 7 or above for use in the daily operation of their agency.

**1.1 FIREHOUSE Software Application**

ACS will provide Customer with access to the Applications and modules set forth in Exhibit B during the term of the Agreement, including FIREHOUSE Software Web Version 7 or above.

**1.2 Key Assumptions Concerning Software**

- ACS Software, subject matter experts and network services staff are available on a daily basis from 7:00 am to 6:00 pm (CST), Monday through Friday (except ACS holidays) via a toll-free support number.
- The above listed applications will be available and licensed for up to 2 concurrent users purchased by the Customer. Access to these applications will be provided during the Term of the Agreement, and via a browser based secure connectivity to an ACS Data Center facility where all programs and data will be securely stored and accessible.
- All access to the Services shall be controlled by user names and passwords issued by ACS to Customer from time to time upon request by Customer. Each user name and password will be unique to each staff member that Customer designates is authorized to access the Services. Customer is solely responsible for the security of the user names and passwords issued to Customer's staff members. Any access to the Services using such user names and passwords will be deemed access by Customer.
- All standard software upgrades will be provided to Customer at no additional charge during the term of the Agreement. Upgrades are implemented at ACS' discretion in accordance with ACS' standard general release schedule for upgrades.
- Subject to the clarification contained in the following sentence, Software will be modified for "mandated" State & Federal functional requirements that must be handled by or within the ACS FIREHOUSE Software Application. These mandated modifications / enhancements will be provided by ACS as long as they can reasonably be integrated into the base system architecture. At ACS' discretion, if the requirements are such that they cause major modification to either data structure or the systems base process flow architecture, then ACS will inform the Customer of

options, which may include additional cost, over and above the costs associated with this agreement.

- ACS data center personnel will physically handle and coordinate all software upgrades for any ACS directed base application enhancements or upgrades.
- In certain circumstances and/or to provide specific functionality, ACS may utilize third party application software in conjunction with its own ACS created software. In these instances, ACS will inform the Customer of this third party relationship. ACS will secure all necessary third party software licenses required to ensure proper and legal use by Customer during the Term in accordance with the Agreement.
- Unless otherwise specifically set forth in this Agreement, ACS shall have no responsibility for the correctness, performance or underlying program code relating to third party software (not developed by ACS) used in connection with the Services. However, the ACS Account Manager, as part of this Agreement, will act as a liaison to the appropriate third party vendor/s when problems or concerns arise.

## **2.0 Hardware & Systems Accessibility**

### **ACS Owned Equipment & Software**

- Customer understands that all software applications identified in Section 3 above will be hosted on ACS-owned remote data center computers. ACS will maintain a remote and highly secure data center where appropriate computer processing and wide-area network capabilities are located to serve Customer applications listed in this Agreement. Response times experienced by authorized users within Customer site will be maintained at commercially reasonable levels to accomplish the application and functional tasks set forth herein. Response time will be monitored and tuned by ACS data center operations staff on ACS controlled network links as needed. ACS is not responsible for network performance on network segments outside of ACS control.
- If specific hardware is provided to the customer to connect Customer Local Area Network to ACS data center, it will be properly maintained by ACS. Any maintenance or upgrade needed to this equipment, to meet the deliverables of this agreement, will be the responsibility of ACS.
- Customer will provide a safe, secure, and adequate environment to house necessary ACS owned equipment. Customer will inform ACS if/when these items are damaged or not operating properly.
- ACS will be responsible for the repair or replacement of ACS owned equipment if/when it is deemed not operating properly. ACS owned equipment that is deemed not operating properly, will be repaired or replaced within two (2) business days of ACS being notified of failure.
- The following equipment and software, if any, will be provided to the Customer for use as part of this Agreement. The equipment and software will be owned by ACS, but will be located at a Customer facility. Customer will be responsible for the risk of loss or damage to the equipment and software located at its facility for as long as such equipment and software is within its care, custody or control. ACS will be responsible for providing standard manufacturer maintenance coverage for all equipment supplied as part of this paragraph. ACS will also be responsible for

all shipment costs (both at the time of installation and at the time of retrieval). ACS will have no obligation to refresh the equipment or software in the absence of a contract amendment.

DESCRIPTION	MODEL	QUANTITY	MAINTENANCE
-------------	-------	----------	-------------

Not Applicable

Customer Owned Equipment

- All required hardware, communication infrastructure, and related software will be the responsibility of the Customer.
- Customer will be responsible for maintaining or renewing any hardware maintenance agreements for their own equipment and at their own discretion.
- It is understood and agreed by ACS and Customer that the ACS services and equipment will integrate and connect to Customer equipment and/or network backbone, as a part of Customer's internal infrastructure.
- During the term of this Agreement, any upgrades, changes or additions to Customer owned equipment, or network environment that affects the connectivity, with ACS equipment or communication infrastructure, must be reviewed and approved by ACS. These upgrades, if approved, will be at Customer's expense unless otherwise mutually decided. If the Customer changes inhibit ACS' ability to provide the services of this Agreement, ACS will work with the Customer on a best effort basis to resolve the underlying technical issues. However, if through these efforts a correction is not available, the Customer will be responsible to restore their environment to previous levels of service delivery.
- During the term of this Agreement, any expenses for maintenance, replacement, or repair, of Customer owned equipment or software will be at expense of Customer.

**3.0 Customer Data**

- All data collected on tape or hard copy, or residing on ACS data center computers supplied by Customer to be utilized by ACS in the computer system data base to provide services herein, will remain the property of Customer, and no use will be made thereof beyond that listed in the Agreement, without written permission of Customer.
- ACS will upon request of Customer at any time promptly return to Customer, in either text or Firehouse database format at Customer's option, all or any requested portion of the Customer Data. Any conversion of data for porting to other applications, including conversion to spreadsheet format, will not be provided under this contract. ACS may at its sole discretion provide such conversion pursuant to further negotiations with Customer, including negotiations regarding price.

- All Customer data located on ACS computers in ACS Data Center/s will be backed up routinely, professionally and daily and stored in secure off-site locations; retrievable by ACS for Customer for any contingencies.
- ACS shall be authorized to view and use all reports, data, or other material prepared by it for the Customer under this Agreement, but shall not disclose, nor permit disclosure of, any information designated by Customer as confidential, except authorized recipients as specifically and in writing designated by Customer.

#### **4.0 Professional Support Services**

- ACS Software, subject matter expert and Network Services staff will be available daily from 7:00 am to 6:00 pm (CST), Monday through Friday (other than ACS holidays) via toll free 800 support number. Call-back time from ACS support will average at or under 1 hour.
- All monitoring of the ACS Wide Area Network communications environment and continuous operations, ACS remote data Center operations and security, and secure back-ups and remote storage of Customer Data will be responsibility of ACS.
- There will be no on-site visits by ACS staff on Customer locations. Should Customer request such visits for any reason, ACS will be entitled to compensation for the hours worked (as well as reasonable travel time), as well as reimbursement for travel and living expenses. Services will be billable at the then current ACS labor rate, but not initiated without the written consent of Customer.
- Troubleshooting, repair, and replacement of ACS provided equipment listed in section 2.0 above. Note: The removal of Spyware, Adware, Data Mining, and other infections are outside the scope of these support services and may incur standard time/material support charges. Customer will not incur any additional charges without prior written approval.

#### **5.0 Customer Responsibilities**

While ACS will provide the account management, staffing, and computer hardware and software resources to provide the required services, Customer agrees to provide the following resources to support this effort:

- Identify the Customer Contract Administrator who will be the main contact for the ACS Account Manager, for all service delivery issues.
- Identify Customer personnel in each department that can be the key contacts for the ACS support team with regard to the specific software applications and functions related to the ACS services.
- Customer is responsible for and controls all security on its internal Local Area Network/s, central computing, and desktop computing environments.

- Customer is responsible for all support services (technical and user) on its owned and internal LAN, other WAN connections outside of ACS WAN, Central Computing, and desktop computing environments.
- Customer will provide, and is responsible for, the internal infrastructure necessary to allow ACS to establish secure electronic communications and access to and from the ACS remote data center.
- Customer is responsible for all Customer owned or purchased equipment set-up and integration into their own desktop or network environment.
- Customer shall, at its sole expense, at all times during the term of this Agreement, protect ACS owned materials and/or equipment, which are located on Customer site, from deterioration other than normal wear and tear. Customer shall not use the ACS owned items located on Customer premises for any purposes other than those for which they were designed hereunder. Customer shall bear the risk of loss or damage from fire, the elements, theft or otherwise from the time of and after the delivery of the items to the Customer's delivery address.
- Customer will not move any ACS owned items or permit them to be moved from the original installation address without ACS' prior written consent. Upon the request of ACS, Customer shall make the materials available to ACS during regular business hours for inspection at the place where it is normally located and shall make Customer's records pertaining to the materials available to ACS for inspection.
- Except where the Parties mutually agree to extend the term of the Agreement past the initial term or any successive renewal period, upon termination (by expiration or otherwise) of this Agreement, Customer shall, pursuant to ACS' instructions and at Customer's expense, return the materials and any documentation or other tangible manifestation of the materials to ACS in the same operating order, repair, condition and appearance as when received, except for normal wear and tear. Customer shall return the materials to ACS at its address set forth herein or at such other address within the United States as directed by ACS.
- Customer shall not, without the prior written consent of ACS, affix or install any accessory, equipment or device to any ACS owned items which are located on the Customer site, which may either impair the originally intended function or that cannot be readily removed without causing material damages. The Customer will not, without the prior written consent of ACS and subject to such conditions as ACS may impose for its protection, affix these items to any real property if, as a result thereof, such materials will become a permanent fixture under applicable law.

**Exhibit B**  
**Applicable Charges**

**1.0 Based Yearly Fee**

Customer shall pay ACS an annual fee as outlined below for 5 years for services starting on 01/01/2013 and ending on 01/01/2018 .

Services will be invoiced in advance at the start of the service year, and payments are due on a net 30 day basis.

**Payment Schedule:**

	<b>Yearly Fee</b>
<b>Year 1</b>	\$2,093.00
<b>Year 2</b>	\$2,093.00
<b>Year 3</b>	\$2,093.00
<b>Year 4</b>	\$2,093.00
<b>Year 5</b>	\$2,093.00

**Modules and Concurrent Users**

Customer shall have the following concurrent user access: 2

The following Firehouse Modules will be available to the customer:

<b>MODULES</b>	<b>Yes or No</b>
<b>Incident Module</b>	Yes
<b>EMS Module</b>	Yes
<b>Staff</b>	Yes
<b>Training and Certifications</b>	Yes
<b>Occupancy Management Module</b>	Yes
<b>Inventory Management Module</b>	Yes
<b>Hydrant Module</b>	Yes
<b>Staff Scheduling</b>	NO
<b>Accounts Receivable</b>	NO
<b>FH Sketch</b>	Yes
<b>CAD Monitor</b>	NO
<b>VPN connection required for CAD data transfers</b>	NO

**2.0 Other ACS Services**

Services provided to Customer by ACS, that are beyond the scope of this Agreement, or are in addition to or supplemental to the scope of this Agreement, will be provided at the then current ACS labor rate during the Term. The ACS Account Manager will always obtain prior approval from Customer on the nature of the services, personnel assigned and estimated time and expenses to be incurred. All such services will be performed in accordance with a fully executed Supplemental Service Agreement (Schedule 1).

**Pricing Assumptions:**

- Except as otherwise set forth herein, travel, lodging, meals and incidental expenses for ACS staff that are directly related to performing the specific deliverables of this Agreement will be the responsibility of ACS.
- Any other "expenses" that fall outside the deliverables of this Agreement will be the responsibility of Customer. The ACS Account Manager will establish an approval process by Customer prior to incurring the expense.

**AGREEMENT FOR  
VIDEO STREAMING SERVICES**

**ELLIS COUNTY  
and  
SWAGIT PRODUCTIONS, LLC**

---

This Agreement for Video Streaming Services ("Agreement") is made by and between Ellis County, Texas ("County"), with offices at 109 S. Jackson, Waxahachie, Texas 75165, and Swagit Productions, LLC, ("Provider") a Texas Limited Liability Company, with offices at 850 Central Parkway E., Suite 100, Plano, Texas 75074, effective as of the date written below.

**RECITALS**

- A. The County desires to enter into this Agreement in order to obtain video streaming services for scheduled Commissioners Court meetings as outlined in the Scope of Services attached as Exhibit "A"; and
- B. Provider has available and offers to provide the personnel necessary to provide said services in accordance with the Scope of Services included in this Agreement (see Exhibit A attached hereto and incorporated herein); and
- C. Provider is in the business of providing video streaming services for businesses and governmental entities, and represents and warrants that it has the skills, qualifications, expertise and experience necessary to perform the work and services to provide and implement video streaming services as described herein in an efficient, cost-effective manner with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for other buyers; and
- D. On the basis of and in reliance upon such representations by Provider and others made herein and in Provider's proposal, the County desires to engage Provider to provide the work and services described herein under the terms and conditions of this Agreement.

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Provider agree as follows:

**1. SERVICES TO BE PERFORMED BY PROVIDER**

Provider agrees to perform the following services:

- 1.1 Provider agrees to provide the work and services as set forth in detail in Exhibit "A" (entitled "Scope of Services" and so called herein) attached hereto and hereby incorporated as part of this Agreement. All of the terms and conditions set forth and pertaining to the services in Exhibit "A" shall be incorporated in this Agreement as if fully set forth herein.
- 1.2 Without limiting the foregoing provisions of Section 1.1, the services to be provided by Provider include the installation ("Installation") by Provider of all hardware, software, cameras, wiring, and related equipment and materials identified and described in the Scope of Services (collectively, the "Equipment") within the County of Ellis County Court chambers located at Commissioners Court, 101 West Main St., Waxahachie, Texas 75165 (the "Site"). Before installing the same, Provider shall deliver to the County's Director of Information Technology (the "Director"), for review and consideration of approval, drawings or plans and specifications for such Installation. The County's approval of any Installation or related plans does not and shall not constitute a representation or warranty by the County that the Installation or related plans comply with any specifications therefore or with any applicable governmental laws, rules, codes, standards, or regulations.

## 2. COMPENSATION OF PROVIDER

2.1 Provider agrees to provide all of the services and Equipment set forth in the Scope of Services and as described herein for the following amounts:

- (a) A one-time charge not to exceed:
- (i) **Four Thousand Nine Hundred Thirty-Five and No/100 Dollars** (\$4,935.00) for Swagit EASE hardware/software and other related (including, without limitation, Installation) costs (as identified and detailed on the attached Exhibit "A", page 3, "*Streaming Video Hardware*"); and
  - (ii) **One Thousand Five Hundred and No/100 Dollars** (\$1,500.00) for camera hardware and other related (including, without limitation, Installation) costs (as identified and detailed on the attached Exhibit "A", page 3, "*Video Camera Hardware*"); and
- (b) Following the Installation at the Site of all Equipment by Provider and the acceptance thereof by the Director, the County shall pay to provider a monthly fee in the amount of **Six Hundred Ninety-Five and No/100 Dollars** (\$695.00) for on-demand and live video streaming (as identified and described on the attached Exhibit "A", page 3, "*Streaming Video Monthly Managed Services*").
- 2.2 Except as set forth herein, payments will be processed on a monthly basis with payment available within 30 days after receipt of an invoice for the previous month's service. All payments pursuant to this Agreement shall be paid in accordance with the Texas Prompt Payment Act, Texas Gov't Code Chapter 2251.
- 2.3 Should the County fail to pay any invoice that is outstanding more than 60 days, a

1% service fee may be applied to the total amount of that invoice, not including any shipping or sales tax.

### 3. RIGHTS AND OBLIGATIONS OF PROVIDER

Independent Contractor. The parties agree that Provider performs specialized services and that Provider enters into this Agreement with the County as an independent contractor. Nothing in this Agreement shall be construed to constitute Provider or any of Provider's agents or employees as an agent, employee or representative of the County. As an independent contractor, Provider is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of Provider's performance under this Agreement.

Provider's Control of Work. All services to be provided by Provider shall be performed as determined by the County in accordance with the Scope of Services set forth in Exhibit "A." Provider shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Provider shall be responsible for and in full control of the work of all such personnel.

Reports to the County. Although Provider is responsible for control and supervision of work performed under this Agreement, the services provided shall be acceptable to the County and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports to be provided by Provider to the County and the rights of the County, as set forth in the Scope of Services, and the right of the County to audit Provider's records.

Compliance with All Laws. Provider shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Agreement. Any provision required by laws, ordinances, rules, regulations, or executive orders to be inserted in this Agreement shall be deemed inserted, whether or not such provisions appear in this Agreement.

Organization and Authorization. Provider warrants and represents that: (i) it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas, and which shall remain in good standing throughout the term of this Agreement; (ii) it has the requisite power and authority to carry on its business as it is now being conducted; (iii) it has the legal capacity to enter into this Agreement; (iv) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been authorized and approved by all action required on the part of Provider; (v) it has the right and authority to sell the software to the County; (vi) all software shall be in good working order; and, (vii) all licenses and warranties regarding the software and hardware shall be conveyed to the County.

Warranty. Provider warrants that: (i) any streaming server hardware provided by Swagit not in good working order and used under normal operating conditions, will be fully replaced for a period of three (3) years; (ii) thereafter, all costs of streaming server hardware replacement due to any failure or caused by normal wear and tear, shall be at

the County's expense; (iii) all operating and proprietary software for any streaming server shall be fully replaced or upgraded, at no cost to the County, for the life of the contract; (iv) all hardware and software for the broadcasting equipment (as identified and described in the Scope of Services, page 3, "*Video Camera Hardware*"), shall be replaced or fixed with respect to each components manufacturer's warranties; and (v) in the event of a complete hardware failure within the warranty period, Provider shall overnight replacement parts and/or a new server at its sole expense.

#### 4. NOTICE PROVISIONS

Notice. Any notice concerning this Agreement shall be in writing and (i) sent by certified or registered mail, return receipt requested, postage prepaid, (ii) delivered personally, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight; and addresses for such notice are as follows:

To the County's Authorized Representative:

Carol Bush  
County Judge  
Ellis County  
101 West Main Street  
Waxahachie, Texas 75165  
972/825-5088

To Provider:

David Owusu  
Director of Streaming Media  
Swagit Productions, LLC  
850 Central Parkway East, Suite 100  
Plano, Texas 75074  
800/573-3160

#### 5. INDEMNIFICATION

Provider (hereinafter referred to as "Indemnitor") agrees to indemnify, save and hold harmless the County, any jurisdiction or agency issuing permits for any work under this Agreement, and their respective directors, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter collectively referred to as "Claims") for personal injury (including death) or property damage to the extent caused by the negligent act, omission, negligence or misconduct of the Indemnitor, or any of Indemnitor's directors, officers, agents, employees or volunteers. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree in effect at the time services are rendered. Provider shall be responsible for defense, and judgment costs where this indemnification is applicable.

## 6. INSURANCE

Provider and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Provider, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The County in no way warrants that the minimum limits contained herein are sufficient to protect Provider from liabilities that may arise out of the performance of the work under this Agreement by Provider, its agents, representatives, employees or subcontractors and Provider is free to purchase additional insurance as may be determined necessary.

**A. Minimum Scope and Limits of Insurance.** Provider shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form  
(Form CG 0001, ed. 10/93 or any replacements thereof)

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expense (Any one person)	Optional
  
2. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$ 500,000
Disease-Each Employee	\$ 500,000
Disease-Policy Limit	\$ 500,000
  
3. Professional Liability \$1,000,000

**B. SELF-INSURED RETENTIONS/DEDUCTIBLES:** Any self-insured retentions and deductibles must be declared to and approved by the County. If not approved, the County may require that the insurer reduce or eliminate such self-insured retentions with respect to the County, its officers, agents, employees, and volunteers.

**C. OTHER INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability Coverages:

- a. Ellis County, its officers, officials, agents, and employees are additional insured with respect to liability arising out of activities performed by, or on behalf of, the Provider; products and completed operations of the Provider, and automobiles owned, leased, hired or borrowed by the Provider.
  - b. The Provider's insurance shall contain broad form contractual liability coverage.
  - c. The County, its, officers, officials, agents, employees and volunteers shall be additional insured to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.
  - d. The Provider's insurance coverage shall be primary insurance with respect to the County, its, officers, officials, agents, and employees. Any insurance or self-insurance maintained by the County, its officers, officials, agents, employees, or volunteers shall be in excess to the coverage of the Provider's insurance and shall not contribute to it.
  - e. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - f. Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
  - g. The policies shall contain a waiver of subrogation against the County, its officers, officials, agents, and employees for losses arising from work performed by the Provider for the County.
2. **Workers' Compensation and Employer's Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the County, its officers, officials, agents, employees and volunteers for losses arising from work performed by the Provider for the County.
- 6.1 **Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be amended, suspended, voided or canceled except after sixty (60) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then at least ten (10) days prior notice shall be given to the County. Such notice shall be sent directly to:

**Carol Bush  
County Judge  
Ellis County  
101 West Main Street  
Waxahachie, Texas 75165**

- 6.2 Acceptability of Insurers. Insurance shall be placed with insurers duly licensed or authorized to do business in the State of Texas and with an "A.M. Best" rating of not less than A- VII, or receiving prior approval by the County. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect Provider from potential insurer insolvency.
- 6.3 Verification of Coverage. Prior to commencing work or services, Provider shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements shall be received and approved by the County before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall constitute a material breach of contract.

All certificates required by this Agreement shall be sent directly to **Carol Bush, County Judge, Ellis County, 101 West Main Street, Waxahachie, TX 75165.** The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to request and receive within ten (10) days, complete, certified copies of all insurance policies required by this Agreement at any time. The County shall not be obligated, however, to review same or to advise Provider of any deficiencies in such policies and endorsements, and such receipt shall not relieve Provider from, or be deemed a waiver of the County's right to insist on, strict fulfillment of Provider's obligations under this Agreement.

- 6.4 Subcontractors. Providers' certificate(s) shall include all subcontractors as additional insured under its policies or Provider shall furnish to the County separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 6.5 Approval. Any modification or variation from the insurance requirements in this Agreement shall be made by the County Attorney's office, whose decision shall be final. Such action shall not require a formal amendment to this Agreement, but may be made by administrative action.

## 7. DEFAULT AND TERMINATION

Events of Default Defined. The following shall be Events of Default under this Agreement:

7.1.1 Any material misrepresentation made by Provider to the County;

7.1.2 Any failure by Provider to perform its obligations under this Agreement including, but not limited to, the following:

7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within Provider's reasonable control;

7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time due to a reason or circumstance within Provider's reasonable control;

7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the County;

7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the County as unsatisfactory or erroneous;

7.1.2.5 Discontinuance of the work for reasons not beyond Provider's reasonable control;

7.1.2.6 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; and

7.1.2.7 Any other acts specifically stated in this Agreement as constituting a default or a breach of this Agreement.

7.2 Remedies. The following shall be remedies under this agreement.

7.2.1 Upon the occurrence of any Event of Default, the County may declare Provider in default under this Agreement. The County shall provide written notification of the Event of Default and any intention of the County to terminate this Agreement. Upon the giving of notice, the County may invoke any or all of the following remedies:

7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;

7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;

7.2.1.3 The right to monetary damages;

7.2.1.4 The right to withhold all or any part of Provider's compensation under this Agreement;

7.2.1.5 The right to deem Provider non-responsive in future contracts to be awarded by the County; and

7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.2 The County may elect not to declare an Event of Default or default under this Agreement or to terminate this Agreement upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the County, and that if the County allows Provider to continue to provide the Services despite the occurrence of one or more Events of Default, Provider shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the County be deemed to waive or relinquish any of its rights under this Agreement.

7.3 Right to Offset. Any excess costs incurred by the County in the event of termination of this Agreement for default, or in the event the County exercises any of the remedies available to it under this Agreement, may be offset by use of any payment due for services completed before termination of this Agreement for default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Provider shall be liable for and shall remit promptly to the County the balance upon written demand from the County.

## 8. GENERAL PROVISIONS

8.1 Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

8.2 Jurisdiction and Venue. This Agreement shall be administered and interpreted under the laws of the State of Texas. Provider hereby submits itself to the original jurisdiction of those courts located within Ellis County, Texas.

8.3 Mediation. As a condition precedent to any party to this Agreement filing a lawsuit the parties shall conduct a mediation. The parties to this Agreement covenant, agree, warrant, and represent that they will conduct the mediation in good faith seeking to resolve any dispute between the parties prior to filing a lawsuit. The parties further covenant, agree, warrant, and represent that should a party file a lawsuit without first attending a mediation, the non-filing party shall be entitled to abate the lawsuit until such time as the parties have conducted a mediation. The parties will make a good faith attempt to agree on a mediator. If the parties cannot agree on a mediator, then each party will select a mediator and the two mediators will select a mediator for the parties. The selection of mediator made by the two mediators who are selected by the parties

are binding on the parties. At the conclusion of the mediation, at the time the mediator declares an impasse, or at the time the parties execute a final settlement agreement between the parties, whichever occurs first, the parties will be deemed to have complied with the requirements of this section. Each party agrees to bear its own costs in mediation.

**8.4 Severability.** If any part of this Agreement is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect unless the stricken provision leaves the remaining Agreement unenforceable.

**8.5 Assignment.** This Agreement is binding on the heirs, successors and assigns of the parties hereto. This Agreement may not be assigned by either the County or Provider without prior written consent of the other.

**8.6 Conflict of Interest.** Provider covenants that Provider presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Provider further covenants that in the performance of this Agreement, Provider shall not engage any employee or apprentice having any such interest.

**8.7 Authority to Contract.** Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder, and that it has taken all actions necessary to authorize entering into this Agreement.

**8.8 Integration.** This Agreement represents the entire understanding of County and Provider as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.

**8.9 Non-appropriation.** If the Board of County Commissioners does not appropriate funds to continue this Contract and pay for charges hereunder, the County may terminate this Contract at the end of the current fiscal period, or at the time that funds are no longer available to meet the County's payment obligations hereunder. The County agrees to give written notice of termination to the Provider at least sixty (60) days prior to any termination for a lack of funds and will pay to the Provider all approved charges incurred prior to Provider's receipt of such notice.

**8.10 Subcontractors.** This Agreement or any portion thereof shall not be sub-contracted without the prior written approval of the County. No Subcontractor shall, under any circumstances, relieve Provider of its liability and obligation under this Agreement. The County shall deal through Provider and any Subcontractor shall be dealt with as a worker and representative of Provider. Provider assumes responsibility to the County for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship

between the County and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

8.11 Waiver. No failure to enforce any condition or covenant of this Agreement by the County shall imply or constitute a waiver of the right of the County to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor shall any waiver by the County of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.

8.12 Discrimination. In the performance of this Agreement, the parties agree that they shall not discriminate or permit discrimination against any person because of age, sex, marital status, race, religion, color, or national origin.

8.13 Ownership of Information. Any drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, brochures, illustrations, copy, maps, graphics, slides, and documents prepared, assembled, drafted, or generated by the Provider in connection with this Agreement shall become the exclusive property of the County. Provider may keep copies of such documents for its records.

8.14 Successors and Assigns. This Agreement, and all the terms and provisions hereof, shall be binding upon and shall insure to the benefit of the County and Provider, and their respective legal representatives, successors, and assigns.

8.15 No Third Party Beneficiaries: This Agreement and all of its provisions are solely for the benefit of Provider and the County and are not intended to and shall not create or grant any rights, contractual or otherwise, to any third person or utility.

8.16 Survival of Covenants: Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

## 9. DISCLOSURE OF AGREEMENT; INTERLOCAL ARRANGEMENTS.

9.1 Disclosure of Agreement Terms. The terms and conditions of this Agreement may be disclosed by either party to other public agencies for the purpose of such other agencies purchasing services under this Agreement pursuant to an interlocal or cooperative arrangement with the County. In addition, Provider may disclose the terms and conditions of this Agreement in an effort to show that the terms offered to another public agency are fair and reasonable or to determine the best value. It is understood that the Provider shall not be precluded from disclosing the terms and conditions of its form of Service Agreement to any other third party at Swagit's sole discretion and for any reason.

9.2 Included Parties; Interlocal Agreement. Pursuant to any interlocal, intergovernmental, or other such cooperative agreement with the County, Provider will accept orders from, and will furnish the Provider's Software, Hardware, Professional

Services, and Managed Services as outlined in the Proposal to any governmental agency or other public entity authorized by the County to use the Proposal, based upon substantially the same terms and conditions of this Agreement, with the exception of price schedules.

9.3 Political Subdivision Participation. The Provider agrees to supply, sell, and contract separately with other similar or related political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the County, based upon substantially the same terms and conditions of this Agreement, with the exception of price schedules, in an effort to establish the terms and conditions as fair and reasonable.

10. DURATION

10.1 Length. This Agreement shall become effective on and from the day and year executed by the parties, indicated below, and shall continue in force for an initial term of twelve (12) months, unless sooner terminated as provided above. All pricing is to remain firm during the contract period. This Agreement will automatically renew for additional one-year terms unless this Agreement is terminated by either party providing written notice of its intent to terminate the Agreement to the other party not less than sixty (60) days prior to the end of the then current term.

**Ellis County**

**Swagit Productions, LLC**

\_\_\_\_\_  
Carol Bush, County Judge

\_\_\_\_\_  
Bryan R. Halley, President

Attest:

\_\_\_\_\_  
County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

Date of Execution: