



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, OCTOBER 6, 2020**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Regular Meeting on Tuesday, October 6, 2020 at 5:30 pm pursuant to Section 551.045 of the Texas Open Meetings Act.

This meeting will be closed to in person attendance by the public. A temporary suspension of the Open Meetings Act to allow telephone or videoconference public meetings has been granted by Governor Greg Abbott. These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting and in accordance with Section 418.016 of the Texas Government Code. The meeting will be recorded and uploaded to the City website following the conclusion of the meeting.

Telephonic conferencing capabilities will be utilized to allow member of the public to participate remotely via Toll Free Dial In Number: 1-877-853-5247; Meeting ID: 946 1533 4573.

Members of the public who wish to participate in Public Comment on an agenda item must send their name, address and phone number via email to nacantu@weslacotx.gov by 12:00 pm on October 6, 2020. A staff member will contact you with instructions via phone call to address your public comment.

I. CALL TO ORDER

- A. Certification of Public Notice.
- B. Invocation.
- C. Pledge of Allegiance.
- D. Mayoral Recognition.
 - Proclamation - Dyslexia Awareness Month.
 - Recognition of Mario Valdez, Airport employee
- E. Roll Call.

II. PUBLIC COMMENTS

The Public Comments portion of the meeting promotes a fair and open process for the governance of the City. This portion of the meeting is not intended to be an extended discussion or a debate and is limited to three minutes for each presenter. Due to the Texas Open Meetings Act, the Mayor and City Commissioners do not reply; they listen. Matters under litigation are not to be addressed and comments regarding specific City employees and elected officials may be prohibited.

The Public may comment on anything on the agenda, however if you comment on something not included on the agenda, the Commission cannot take any formal action until it is placed on an agenda and notice of the meeting is properly posted. Registration for Public Comments must be submitted to the City Secretary before the City Commission meeting is called to order. As the Mayor calls upon those who submitted a registration form with the City Secretary, please step to the podium and state your name and address before beginning your presentation.

III. CONSENT AGENDA

The following items are routine or administrative nature. The City Commission has been furnished with background and support material on each item, and/or it had been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote. Possible action.

A. Approval of the following:

- 1) Minutes of the Special Meeting on September 10, 2020;
- 2) Minutes of the Regular Meeting on September 15, 2020. (Staffed by City Secretary's Department.) Attachment.

B. Approval on second and final reading of the following:

- 1) Approve Ordinance 2020-31 a rezone request for 3702 S. Westgate also being West Tract E1065'-S501.97' Farm Tract 790 being 12.27 AC GR 11.92 AC NET Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district and authorize the Mayor to execute any related documents. First reading held September 15, 2020; staffed by Planning & Code Enforcement Department.) Attachment

C. Approval of Special Services Agreement on Hotel/Motel Room Occupancy tax proceeds between City of Weslaco and the following:

- 1) Weslaco Chamber of Commerce for \$242,135;
 - 2) Frontera Audubon Society for \$20,000; and
 - 3) Lower Rio Grande Valley Nature Center for \$25,000
- and authorize the Mayor to execute any related documents. (Staffed by Finance Department.) Attachment

D. Approval on the renewal of a Public Purposes Services Contract with Weslaco Bicultural Museum, d.b.a. Weslaco Museum of Local History and Cultural Art in an amount not to exceed \$63,100 effective October 1, 2020 through September 30, 2021 and authorize the Mayor to execute any related documents. (Staffed by Finance Department.) Attachment

E. Approval on the renewal of a Public Purposes Services Contract with the Boys and Girl Club of Weslaco in the amount not to exceed \$75,000 for the public purposes services and activities in this contract, effective October 1, 2020 through September 30, 2021 and authorize the Mayor to execute any related documents. (Staffed by Finance Department.) Attachment

F. Approval to accept a reimbursement award of \$1,401.88 from the Texas State Library and Archives Commission for Inter-library Loans made to Texas Public Libraries in State Fiscal Year 2020, accept additional funding if awarded, permission to apply for the program fiscal year 2021 and authorize the Mayor to execute any related documents. (Staffed by Library Department.) Attachment

- G. Approval of a Memorandum of Understanding with Region One for provision of free GED, ESL, and other adult education classes within the library and authorize the Mayor to execute any related documents. (Staffed by Library Department.) Attachment
- H. Authorization to accept the 2020 COPS Office School Violence Prevention Program (SVPP) Grant #2020SVWX0124 in the amount of \$330,450.00 with **NO MATCH REQUIRED** and all reoccurring costs paid by WISD to purchase approved radio equipment and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment
- I. Approval of Memorandum of Understanding between Weslaco Police Department First Offender Program (WPD FOP) and Weslaco Counseling Center (WCC), PLLC and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment
- J. Authorization to accept Office of Justice Programs and Department of Justice Edward Byrne Memorial Justice Assistance Grant Program Award #2020-DJ-BX-0825 in the amount of \$10,633.00 with **NO MATCH REQUIRED** to purchase equipment and supplies for the Crime Victims Program and First Offender Program and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment
- K. Approval of Memorandum of Understanding between Weslaco Police Department Crime Victims Compensation (WPD CVC) Program and Weslaco Counseling Center (WCC), PLLC and authorize the Mayor to execute any related documents. (Staffed by Police Department.)
- L. Authorization and approval to continue Memorandum of Understanding between the City of Weslaco and Uniting Neighbors in Drug Abuse Defense Unidad Coalition to agree to collaborate to increase prevention efforts focusing on reducing tobacco, underage drinking, prescription drug abuse, synthetic, and marijuana use in Hidalgo County and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment
- M. Authorization and approval to continue Memorandum of Understanding between City of Weslaco and Behavioral Health Solutions to agree to collaborate in the effort to increase the effectiveness and visibility of prevention efforts focusing on alcohol, tobacco, and other drug misuse and behavioral health issues as well as educate communities and contribute to the reduction of substance abuse among youth and adults and authorize the Mayor to execute any related documents (Staffed by Police Department.) Attachment
- N. Approval to amend a Weslaco Mid Valley Airport lease agreement with Tenant Felipe Leal, from hangar E4 to E7, and authorize the Mayor to execute any related

documents. (Staffed by Airport Department.) Attachment

- O. Approval of Mid Valley Airport Ground Lease Agreements with Tenant John Garric for hangars W23, W27, W33 and authorize the Mayor to execute any related documents. (Staffed by Airport Department.) Attachment

IV. APPOINTMENTS

- A. Discussion and consideration to accept the resignation of Ismael Quiroz from the Parks and Recreation Advisory Board and consider Resolution 2020-28 appointing a member to fill the unexpired term and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.) Attachment

V. OLD BUSINESS

- A. Discussion and consideration after public hearing on behalf of Juan Gonzalez to approve a Conditional Use Permit to operate an indoor shooting range at 2949 N. Texas Blvd., also being Lot C-1, Amended Apostolic Assembly Church Subdivision, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (There was no action on September 15, 2020; staffed by Planning & Code Enforcement Department.) Attachment
- B. Discussion and consideration on approval on the size of the Police and Fire Public Safety Building and authorize the Mayor to execute any related documents. Possible action. (There was no action September 15, 2020; staffed by City Manager.) Attachment

VI. NEW BUSINESS

- A. Discussion and consideration to Purchase an Air Curtain Burner / Brush incinerator in the amount of \$191,217.53 from Air Burners Inc. GSA Contract 47QMCA20D000C and authorize Mayor to execute any related documents. Possible action. (Staffed by City Manager/Public Works.) Attachment
- B. Discussion and consideration to authorize staff to submit a Permit by Rule (PBR) application to Texas Commission on Environmental Quality (TCEQ) Air Permit Division (APD) for burn permit located at 5220 S Midway Road and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.) Attachment
- C. Discussion and consideration on contract agreement for Election Services with Hidalgo County Election Administrator to conduct the General and Special Election on November 3, 2020 for the City of Weslaco and authorize the Mayor to execute any

related documents including interlocal joint agreement with the Weslaco Independent School District as related to this election. Possible action. (Staffed by City Secretary Department.) Attachment

- D. Discussion and consideration on amendments and extension from October 7, 2020 to November 7, 2020 for Disaster Declaration (COVID-19) and any reports related to such executive orders and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)
- E. Discussion and consideration on request from Rotary Club of Weslaco to display flags on Veteran's Day, Memorial Day, Flag Day and 4th of July along 18th Street at Harlon Block Sports Complex Park and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.) Attachment
- F. Discussion and consideration on the purchase of a Quint Fire Truck through HGACBuy Contract FS12-19 at a cost of \$878,232.97 out of the Fire Department Apparatus Replacement Program fund and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.) Attachment
- G. Discussion and consideration to select a Broker from the Request for Qualifications for services to advertise, market and manage the possible sale of real property located at 400 South Illinois and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.) Attachment
- H. Discussion and consideration on naming the Northside Fire Station and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.) Attachment

VII. REPORTS

- A. Report by Public Works.
- B. Report by Parks & Recreation.
- C. Report by Fire Department.
- D. Report by Police Department.

VIII. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

§551.145. Closed Meeting Without Certified Agenda or Tape Recording; Offense; Penalty

(a) A member of a government body commits an offense if the member participates in a closed meeting of the governmental body knowing that a certified agenda of the closed meeting is not being kept or that a tape recording of the closed meeting is not being made.

(b) An offense under Subsection (a) is a Class C misdemeanor.

§551.146. Disclosure of Certified Agenda or Tape Recording of Closed Meeting; Offense; Penalty; Civil Liability

(a) An individual, corporation, or partnership that without lawful authority knowingly discloses to a member of the public the certified agenda or tape recording of a meeting that was lawfully closed to the public under this chapter:

- (1) commits an offense; and
- (2) is liable to a person injured or damaged by the disclosure for:
 - (A) actual damages, including damages for personal injury or damage, lost wages, defamation, or mental or other emotional distress;
 - (B) reasonable attorney fees and court costs; and
 - (C) at the discretion of the trier of fact, exemplary damages.
- (b) An offense under Subsection (a)(1) is a Class B misdemeanor.
- (c) It is a defense to prosecution under Subsection (a)(1) and an affirmative defense to a civil action under Subsection (a)(2) that:
 - (1) the defendant had good reason to believe the disclosure was lawful; or
 - (2) the disclosure was the result of a mistake of fact concerning the nature or content of the certified agenda or tape recording. (Added by Acts 1993, 73rd Leg., ch 268, § 1, eff. Sept. 1, 1993.)

NOTE: Any documentation related to the following items will be maintained as part of the certified agenda.

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by section §551.074 of the Texas Government Code.
- B. Contract Negotiations – Discussion with the City Manager and City Attorney relating to the City’s rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Fire Union (IAFF-WFFA Local 3207) as authorized by section §551.071 of the Texas Government Code.
- C. Real Property - Consultation with City Attorney on the purchase, sale, exchange, lease or value of property from the Lions Club located at 307 W. 3rd Street legally described as E28'-W108'-Lots 11, 12 and E32' out of Lots 11-12, Block 23, Weslaco Original Townsite as authorized by section §551.072 of the Texas Government Code.
- D. Potential Litigation - Consultation with City Attorney regarding Texas Tort Claims Act Notice by Blanca Ramirez as authorized by §551.071 of the Texas Government Code.
- E. Legal Consultation -- Consultation with City Attorney regarding Christopher De Leon as authorized by section §551.071 of the Texas Government Code.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

X. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 2nd day of October 2020 on or before 4:00 p.m. and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Norma A. Cantu, City Secretary

NOTE: If any accommodation for a disability is required, please notify the City Secretary Department at (956) 968-3181, Ext. 1001 prior to the meeting date.

Regular Meetings of the Weslaco City Commission stream live online at <http://www.weslacotx.gov/open-government/open-meetings>. Archived video of some meetings are also available.

Removed from Bulletin Board

Date:

Initials:



Standardized Agenda Request Form

Date of Meeting: October 6, 2020		Agenda Item No. (to be assigned by CSO): 2020-3390	
From:			
Subject: Certification of Public Notice.			
Background: Call to Order, includes the following: A. Certification of Public Notice. B. Invocation. C. Pledge of Allegiance. D. Mayoral Recognition. E. Roll Call.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Norma Cantu		Created/Initiated	
Aida Vega		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Commissioner Farias will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral Recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge & Mission 2019 updated			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem, District 5
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

The Pledge of Allegiance to the Flag

"I PLEDGE ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA AND TO THE REPUBLIC FOR WHICH IT STANDS, ONE NATION UNDER GOD, INDIVISIBLE, WITH LIBERTY AND JUSTICE FOR ALL."

The Pledge of Allegiance to the State Flag

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

**The pledge was amended by House Bill 1034 during the 80th Legislature with the addition of "one state under God." The revised wording became effective on June 15, 2007.*

Preamble to the Constitution of the United States of America

We the people of the United States, in order to form a more perfect union, establish justice, insure domestic tranquility, provide for the common defense, promote the general welfare, and secure the blessings of liberty to ourselves and our posterity, do ordain and establish this Constitution for the United States of America.

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

- *Positive Attitude of Courtesy & Concern
- *Doing it Right the First Time
- *Sensitive to the citizens' needs
- *Friendly Respect for All
- *Service without Hassle



Standardized Agenda Request Form

Date of Meeting: October 6, 2020		Agenda Item No. (to be assigned by CSO): 2020-3395
From:		
Subject: Approval of the following: 1) Minutes of the Special Meeting on September 10, 2020; 2) Minutes of the Regular Meeting on September 15, 2020. (Staffed by City Secretary's Department.) Attachment.		
Background: Record of commission action on special meeting of September 10 and regular meeting on September 15, 2020.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Norma Cantu Aida Vega Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Approve.		
Attachments, if any: 20-09-10 minutes, 20-09-15 minutes		
Responsibilities upon Approval:		



**MINUTES
WESLACO CITY COMMISSION
SPECIAL MEETING
THURSDAY, September 10, 2020**

On this 10th day of September 2020 at 12:00 p.m. the City Commission of the City of Weslaco, Texas convened in a Special Meeting via Zoom.

Mayor Suarez called the meeting to order. The following city officials were present, a quorum was established, and the following proceedings were held.

Mayor	David Suarez
Mayor Pro-Tem	Letty Lopez
Commissioner	Greg Kerr
Commissioner	J.P. Rodriguez
Commissioner	Adrian Farias
Commissioner	Josh Pedraza
City Manager	Mike R. Perez
ACM	Andrew Muñoz
City Secretary	Norma A. Cantu
City Attorney	Juan E. Gonzalez

ABSENT: Commissioner Leo Muñoz

Also present: Vidal Roman, Finance Director, and Martin Vela, IT Director.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Suarez called the meeting to order and certified the public notice of the meeting as properly posted Monday, September 4, 2020.

B. Pledge of Allegiance.

The Mayor led the Pledge of Allegiance and Texas Flag.

C. Roll Call.

Norma A. Cantu, City Secretary, called the roll, noting the absence of Commissioner Muñoz and a quorum present.

II. PUBLIC COMMENTS

None.

III. NEW BUSINESS

A. Discussion and consideration to award the Group Health Insurance to the best qualified, most advantageous bidder and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.)

Commissioner Farias abstained from vote.

Mayor Pro Tem Lopez, seconded by Commissioner Lopez moved to discuss.

Mike Perez, City Manager, stated previous commission action rejected bid received for group health coverage and authorized staff to re-bid; Blue Cross Blue Shield, United Health Care and TML Healthcare Division responded to the re-bid.

Roger Garza, Consultant, stated the bids were evaluated and tabulated by staff; the best value for the city is United Health Care option 3; offers same services as current carrier (Blue Cross Blue Shield); is an HMO and PPO program; has savings to city over current carrier and offers a 9% rate cap if renewed next year. The recommendation is to award United Health Care option 3.

In response to the Mayor and Commission; the Consultant stated Knapp Medical Center is not in network for services; requested to allow staff and consultant pursue to negotiate a fee between parties involved; two facilities in Weslaco are in network; Utilization Report for Knapp Medical has not been received and would be forthcoming. Roger Garza stated health carriers determine responding to a bid based on levels of division; small, large and large employers and normally if less than 500 participants carriers may not respond. The City Manager stated Blue Cross Blue Shield was the initial respondent and had a 34% increase; rebid was 26.5% increase; United Health Carrier is 6.6% increase. The concerns of the commission was the inconvenience of transportation that could arise to the employee and family not having Knapp Medical Center as an option for medical services; if an employee seeks their services would be billed out-of-network; United Health Care is fully funded and pre-existing conditions would be covered that would include COVID. Roger Garza stated prescription drugs and copay are the same as current carrier and enrollment would begin as soon as next week once awarded; contract is for one year.

The City Manager summarized estimated savings to the City would be \$400,000 if awarded to United Health; expressed concerns to Knapp Medical and implored for the parties to negotiate an agreement feasible for all that would have Knapp Medical in network; noted six agents worked on recruitment of respondents and overviewed the agents proposed commission recommending United Health Care for the health insurance and Jeff W. Everitt, Agent of Record for Group Health at a commission level of 3%.

In response to Mayor Suarez, the commission of the agent is not embedded in the rate and invoiced separately. Mayor Suarez, Mayor Pro Tem Lopez and Commission Pedraza stated staff and consultant continue discussions with Knapp Medical and if no success solicit proposals next year.

Mayor Pro Tem Lopez, seconded by Commissioner Pedraza moved to award the Group Health Insurance to United Health Care as presented. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

Commissioner Kerr seconded by Commissioner Rodriguez moved to approve Jeff W. Everitt as Agent of Record for the Group Health Insurance as presented. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

IV. ADJOURNMENT

Commissioner Pedraza, seconded by Commissioner Farias moved to adjourn at 12:35 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

Norma A. Cantu, CITY SECRETARY

MAYOR PRO-TEM, Letty Lopez

ABSENT

COMMISSIONER, Leo Muñoz

COMMISSIONER, Greg Kerr

COMMISSIONER, Jose “J.P.” Rodriguez

COMMISSIONER, Josh Pedraza

COMMISSIONER, Adrian Farias

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**MINUTES OF A REGULAR MEETING
WESLACO CITY COMMISSION
SEPTEMBER 15, 2020**

On Tuesday, September 15, 2020, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting via videoconference with the following member's present:

PRESENT:	Mayor	David Suarez
	Mayor Pro Tem	Letty Lopez
	Commissioner	Greg Kerr
	Commissioner	Josh Pedraza
	Commissioner	Adrian Farias
	Commissioner	J.P. Rodriguez
ABSENT:	Commissioner	Leo Muñoz
STAFF PRESENT:	City Manager	Mike R. Perez
	Asst. City Manager/Aviation Director	Andrew Munoz
	City Secretary	Norma A. Cantu
	City Attorney	Juan E. Gonzalez

Also present: Vidal Roman, Finance Director, Martin Vela, Information Technology Director; Rebekah De La Fuente, Planning Director; Director, Joel Rivera, Police Chief, Antonio Lopez, Fire Chief, Albert Aldana, City Engineer, Pete Garcia. Public Works Director, Omar Rodriguez, Parks & Recreation Director, Rosie Cavazos, Laura Briones and Aida Vega, Deputy City Secretary.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor David Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, September 11, 2020.

B. Invocation.

Commissioner Rodriguez led the invocation.

C. Pledge of Allegiance.

Mayor Suarez led the Pledge of Allegiance and Texas Flag.

D. Mayoral Recognition.

Mayor Suarez proclaimed Small Business Week September 21-25, 2020.

Roll Call.

Norma A. Cantu, City Secretary, called the roll noting the absence of Commissioner Muñoz and a quorum present.

II. PUBLIC COMMENTS

Joel Rivera, Police Chief, advised a grant was received from the U S Department of Justice Office of Community Oriented Policing in the amount of \$330,450 with an initial match of 25% that Weslaco-ISD agreed to pay; city applied for waiver of match and was granted and stated funds will improve the communication operations between school and city.

III. PUBLIC HEARING

Commissioner Kerr, seconded by Commissioner Rodriguez moved to open the public hearing at 5:47 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

A. To solicit input on behalf of Juan Gonzalez to approve Conditional Use Permit to operate an indoor shooting range at 2949 N. Texas Blvd., also being Lot C-1, Amended Apostolic Assembly Church Subdivision, Hidalgo County, Texas.

Juan Gonzalez, applicant, explained his proposed development of an indoor shooting range would meet State standards; comply with OSHA and EPA requirements; would be a seven-lane indoor shooting range; will be utilized by civilians and law enforcement agencies and requested favorable consideration.

Bobby Calvillo voiced concerns on noise and safety to the residential area.

Juan Lopez opposed the request citing safety issues.

B. To solicit input on behalf of Ezequiel Reyna rezone 3702 S. Westgate. Also being West Tract E1065'-S501.97' Farm Tract 790 being 12.27 AC GR 11.92 AC NET Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district.

Nelda Garcia voiced objection to the rezone citing increased traffic; street is unsafe as it has no shoulder and further stated property owners in the area are elderly and/or retired that objected as well.

Rebekah de la Fuente noted objection received from Nora Garza citing noise, increased crime and traffic as concerns.

C. To solicit input on behalf of Cynthia Villa to approve Conditional Use Permit to obtain a Wine and Beer Retailer's Off-Premise Permit at 501 W. Pike Blvd., also being Block 1, Lot 1-4, Hughes Subdivision, Hidalgo County, Texas.

Rebekah de la Fuente noted objection received from Connie Sanchez citing traffic congestion concern.

Commissioner Rodriguez, seconded by Mayor Pro Tem Lopez moved to close the public hearing at 5:55 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

IV. CONSENT AGENDA

The following items are routine or administrative nature. The City Commission has been furnished with background and support material on each item, and/or it had been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote. Possible action.

A. Approval of the Minutes of the Regular Meeting on September 1, 2020 (Staffed by City Secretary Department.)

B. Authorization to purchase PowerPhone Software in an amount not to exceed \$75,509.00 and authorize the Mayor to execute any related documents. (Staffed by Police Department).

C. Authorization to use the Court Technology Fund to pay the annual maintenance fee of the Court Case Management Maintenance, Police (non-Incode Interface to Court) and AcuCorp Run Time not to exceed \$11,734.60 and authorize the Mayor to execute any related documents. (Staffed by Municipal Court.)

D. Authorization on approval of the Texas State Library & Archives Commission CARES Cycle 1 Grant contract, a sub-recipient award from the Institute of Museum and Library Services not to exceed \$24,937.00 and authorize the Mayor to execute any related documents. (Staffed by Library Department.)

E. Approval on First Amendment of the Interlocal Agreement between City of Weslaco and County of Hidalgo on COVID-19 CARES Act and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)

F. Approval to ratify Jeff Everitt & Associates as Agent Record for Group Health Insurance and authorize the Mayor to execute any related documents. (Staffed by Human Resources Department.)

Commissioner Kerr seconded by Commissioner Rodriguez moved to approve consent agenda A, B, C, D, E & F as presented. The motion carried unanimously; Mayor Suarez was present and voting.

V. OLD BUSINESS

A. Discussion and consideration to increase purchase order #20-0829 for Resident Project Representative Services for SWG on the Pleasantview & 11th St Drainage Improvements from \$392,500.00 to \$434,500.00 and authorize the Mayor to execute any related documents. Possible action. (There was no action on September 1, 2020; staffed by Engineering Department.)

Jose Reyes, Sigler, Winston & Greenwood, clarified the resident project representative scope of work was in the initial agreement approved; requisition submitted had the fee for engineering services but did not carry in the fee outlined in the approved agreement for the Resident Project Representative Services.

Commissioner Kerr, seconded by Mayor Pro Tem Lopez, moved to approve purchase order #20-0829 from \$392,500.00 to \$434,500.00 for Resident Project Representative Services as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration to approve Ordinance 2020-27, adopting the City of Weslaco's budget appropriation for Fiscal Year 2020-2021 commencing October 1, 2020 and ending on September 30, 2021 and authorize the Mayor to execute any related documents. Possible action. (First reading held September 1, 2020; staffed by Finance Department.)

Mike Perez, City Manager, stated this was final reading and there were no changes from the first reading held September 1 and recommended approval adopting the City of Weslaco's budget appropriation for Fiscal Year 2020-2021.

Commissioner Rodriguez, seconded by Mayor Pro Tem Lopez, moved to approve Ordinance 2020-27 adopting City of Weslaco's budget appropriation for Fiscal Year 2020-2021 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration to approve Ordinance 2020-28, adopting and levying ad valorem tax rate for Fiscal Year 2020-2021 and authorize the Mayor to execute any related documents. Possible action. (First reading held September 1, 2020; staffed by Finance Department.)

Mike Perez, City Manager, stated this was final reading and there were no changes from the first reading held September 1; recommended approval adopting and levying ad valorem tax rate for Fiscal Year 2020-2021 of \$0.6967 on each \$100 valuation of property.

Commissioner Kerr, seconded by Commissioner Rodriguez, moved to approve Ordinance 2020-28 adopting and levying the ad valorem tax rate for the 2020-2021 fiscal year as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VI. NEW BUSINESS

A. Discussion and consideration to approve the Economic Development Corporation of Weslaco annual budget and work plan for fiscal year 2020-2021 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Weslaco EDC.)

Marie McDermott, EDC Director, presented the Annual 2020-2021 Work Plan founded on the growth in manufacturing/retail, grants for Downtown and quality of life projects; identifying end of the year EDC assisted small businesses with loan/grant up to \$5,000, 232 jobs created, investment of \$15.2 million for 31 projects; development of the Industrial Park will begin and reflected in next years budget; summarized efforts in training, participation in tradeshow and memberships.

Veronica Montamayor presented the 2020-2021 budget stating carryover funds were \$4,090,957; reviewed all expected income totaling \$3,811,224; all expenditures totaling \$4,954,265.44 having a negative balance of \$1,143,041.29 and available carryover funds of \$2,947,915.71 for next year.

Mayor Suarez requested staff ensure eligible promotional expenses does not exceed the allowed 10% of the sales taxes projected.

Mayor Pro Tem Lopez, seconded by Commissioner Farias, moved to approve the Economic Development Corporation of Weslaco annual budget and work plan for Fiscal Year 2020-2021 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration on approval for a 16-month Contract extension with Republic Services for Residential, Commercial and Industrial Services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)

Mike Perez, City Manager stated previous commission action approved and the contract honors the terms and conditions discussed. Staff recommended approval.

Commissioner Rodriguez, seconded by Mayor Pro Tem Lopez, moved to approve the 16-month contract extension with Republic Services as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration on first and final reading to approve Ordinance 2020-30 authorizing the issuance of "City of Weslaco, Texas Limited Tax Refunding Bonds, Taxable Series 2020"; a paying agent/registrar agreement, and an escrow agreement providing for the sale of such bonds; delegating authority to city representatives to select obligations to be refunded and approve final terms of the bonds; and approving all other matters related thereto and authorize the Mayor to execute any related documents. First and final reading on Ordinance 2020-30. Possible action. (Staffed by City Manager)

Commissioner Farias abstained from vote and discussion.

Ann Burger, Hilltop Securities, presented updated market information stating current rate is 2.22% slightly higher but well below rate; yield curve benchmark for City's -AA pricing solid for city; call date for 2013 Series is August 15, 2023 and for 2014 Series is August 15, 2022; projected net savings for Series 2014 is \$370,634 and projected net savings for Series 2014 is \$1,265,075; recommended a Parameter Bond Sale advising allows flexibility in moving forward; authority delegated to allow the refinancing to proceed based on an interest rate that is the most advantageous to the City; parameters for bond sale would include minimum savings threshold 6.50%, maximum true interest rate 3.25%, maximum principal amount \$15,185,000; maximum maturity date August 15, 2034, expiration of delegated authority 180 days and delegation authority is the Mayor, City Manager and/or Finance Director; timetable of events was presented with a closing date on or about November 12, 2020.

The City Manager recommended approval on first and final reading of Ordinance 2020-30, and the parameters for bond sale.

Commissioner Kerr seconded by Commissioner Rodriguez moved to approve Ordinance 2020-30 authorizing issuance of “City of Weslaco, Texas Limited Tax Refunding Bonds, Taxable Series 2020” and parameters for bond sale as presented. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

D. Discussion and consideration adopting policy to disconnect utility customers for nonpayment and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)

The City Manager went over the outstanding utility balances; July 7, 2019 balance was \$57,242.79; has increased monthly; advising balance in August 2020 was \$330,597.51 and will continue to increase. Recommended effective November 1st disconnection of utility service be done; allow payment arrangements on any outstanding balance to avoid disconnection and failure to do so will result in interruption of their services. The City Manager went over the proposed policy outlining purpose, non-qualifying utility expenses and repayment based on balance and presented the proposed contract for payment arrangements.

In response to Commissioner Pedraza; refusal to sign and enter payment arrangements will result in disconnection of services.

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez, moved to adopt policy to disconnect utility customers for non-payment as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration for the Final Plat for Milanos Estates Phase I Subdivision—being a 26.43 acres being out of and forming a portion of Farm Tract 720 and 721, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located on the Northeast corner of Mile 5 ½ West and Mile 6 ½ Road and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente, Director of Planning & Code Enforcement, stated this was a proposed eighty-two (82) lot subdivision; outside the city limits; serviced with water and sewer by the City; applicant requested a variance for minimum lot size; variance to front and rear setbacks and off-site drainage. The Planning and Zoning Commission recommended approval of the final plat with variance to front and rear setbacks and off-site drainage; denied variance on minimum lot size. Staff recommended approval and compliance with the ordinances with developer required to enter into a Development Agreement for inspection of the construction of the water and sanitary sewer line.

In response to the Commission, Rebekah stated minimum lot size is 6,000 sq. ft. and developer proposing 5,000 sq. ft.; minimum front setback is 25’ proposing 20’; minimum rear setback is 20% of lot depth not more than 25’. Past commission action has denied variance to minimum lot size and would set a precedent.

Ivan Garcia, Rio Delta Engineering, stated the developer wished to provide a mixture of affordable lot sizes. The City Manager stated most cities require a minimum of 6,000 sq. ft. to help address traffic congestion and parking concerns.

Commissioner Pedraza, seconded by Farias moved to approve Final Plat for Milanos Estates Phase I Subdivision with variance to off-site drainage, variance to front and rear setback and denial to variance on minimum lot size as recommended. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration for the Final Plat for Airport Heights being 27.080 acre Tract of land of Farm Tract 21 & 22, Block 135, West and Adams Tract Subdivision, Hidalgo County, Texas located approximately on the North corner of Airport and Business 83 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this was a proposed seventy-two (72) lot subdivision; inside city limits; serviced with water and sewer by the City; applicant requested a variance for off-site drainage and received letters of support from Irrigation District and Drainage District and a rear Setback variance of 10 feet. The Planning and Zoning Commission recommended approval of the final plat with variance to rear setbacks and off-site drainage. Staff recommended approval and compliance with the ordinances.

Commissioner Pedraza, seconded by Commissioner Kerr, moved to approve Final Plat for Airport Heights with variances as presented. The motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and consideration for a six-month extension of the Final Plat for Tejas Cuatro Phase II Subdivision – being a 21.21 acre tract of land out of Farm Tract 172, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 2000 ft North of the intersection of W. Sugar Cane Dr. along Mile 5 ½ West and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this was a proposed sixty-four (64) lot subdivision outside the city limits; final plat approval is set to expire; development is still under construction with developer needing additional time for completion. The Planning and Zoning Commission and staff recommended approval.

Commissioner Rodriguez seconded by Mayor Pro Tem Lopez moved to approve six-month extension of the Final Plat for Tejas Cuatro Phase II Subdivision – being 21.21-acre tract of land out of Farm Tract 172, West and Adams Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

H. Discussion and consideration for a six-month extension of the Final Plat for San Jacinto Estates No 10. Phase I Subdivision – being 13.49-acre tract of land out of Farm Tract 94, West & Adams Tract Subdivision, Hidalgo County, Texas. Approximately on the Northwest corner of Mile 10 North Road and Mile 4 West Road and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this was a proposed one-hundred and forty-four (144) lot subdivision outside the city limits; final plat approval is set to expire; additional time needed to address pending matters with staff. The Planning and Zoning Commission and staff recommended approval.

Commissioner Pedraza, seconded by Commissioner Rodriguez, moved to approve a six-month extension to the Final Plat for San Jacinto Estates No. 10 Phase I Subdivision – being 13.49-acre tract of land out of Farm Tract 94, West and Adams Tract Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

I. Discussion and consideration after public hearing on behalf of Juan Gonzalez to approve a Conditional Use Permit to operate an indoor shooting range at 2949 N. Texas Blvd., also being Lot C-1, Amended Apostolic Assembly Church Subdivision, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Commissioner Pedraza seconded by Mayor Pro Tem Lopez moved to discuss.

Rebekah de la Fuente stated there were individuals wishing to voice comments and/or concerns but having problems with the telephonic call in.

The City Manager recommended no action as a super majority is needed and allow for full attendance of the commission. Mayor Suarez stated since there is objection and/or concerns from the area, recommended the applicant meet with residents and explain his proposed development. Commission Pedraza agreed stating the opportunity of comments to be heard. Staff would coordinate a meeting with applicant and residents.

No action.

J. Discussion and consideration after public hearing on behalf of Ezequiel Reyna to approve Ordinance 2020-31 a rezone request for 3702 S. Westgate also being West Tract E1065'-S501.97' Farm Tract 790 being 12.27 AC GR 11.92 AC NET Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district and authorize the Mayor to execute any related documents. First reading on Ordinance 2020-31. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated forty property owners were notified; received two objections against; 2040 Land Use Map designated as residential; applicant is proposing townhomes; existing apartment and duplex use south of the property. The Planning and Zoning Commission recommended approval; staff recommended denial based on 2040 Land Use Map.

In response to Commissioner Farias; a buffer fence during construction phase would be required.

Commissioner Kerr, seconded by Mayor Pro Tem Lopez, moved to approve Ordinance 2020-31 to rezone 3702 S. Westgate also being West Tract E1065' – S501.97' Farm Tract 790 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

K. Discussion and consideration after public hearing on behalf of Cynthia Villa to approve a Conditional Use Permit to obtain a Wine and Beer Retailer's Off-Premise Permit at 501 W. Pike

Blvd., also being Block 1, Lot 1-4, Hughes Subdivision, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated twenty-seven property owners were notified; received one objection citing traffic congestion. The Planning and Zoning Commission and staff recommended approval.

Commissioner Pedraza, seconded by Commissioner Rodriguez, moved to approve Conditional Use Permit to obtain Wine and Beer Retailer's off-premise permit at 501 W. Pike Blvd. as presented. The motion carried unanimously; Mayor Suarez was present and voting.

L. Discussion and consideration of Amendment #1 and Final - Siemens Industry, Inc. Building Technologies Division Performance Contracting Agreement for Facility Improvement Measures on City facilities executed November 21, 2017 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)

Omar Rodriguez, Parks and Recreation Director, stated the amendment reflects actual improvements performed with the water meters and the HVAC Armor; update savings calculation based on actual performance and refers an Annual Period instead of a date. Staff recommended approval.

Commissioner Rodriguez, seconded by Mayor Pro Tem Lopez, moved to approve Amendment #1 and Final Performance Contracting Agreement with Siemens Industry, Inc as presented. The motion carried unanimously; Mayor Suarez was present and voting.

M. Discussion and consideration to accept Siemens Industry Inc. Building Technologies Division - Annual Performance Assurance Report and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department/Siemens Industry.)

Mark Castaneda, Senior Client Service Manager Siemens Industry Inc., presented the one-year annual report period of February 1, 2019 – January 31, 2020; highlighted on the following: installation of over 10,000 Neptune water meters increased revenues to the city; LED Lighting upgrades on nineteen city facilities; upgraded thirteen city owned traffic signals; HVAC Armor and HVAC replacements/upgrades; overall total savings to city of \$1,055,353 exceeding the guaranteed annual saving of \$982,396; had an eight percent polluting emission reduction and inspection findings of improvements resulted in minimal issues.

The City Manager recommended approval to accept the Annual Performance Assurance Report.

Commissioner Rodriguez, seconded by Mayor Pro Tem Lopez, moved to accept and file annual Performance Assurance Report by Siemens Industry Inc as presented. The motion carried unanimously; Mayor Suarez was present and voting.

N. Discussion and consideration on approval on the size of the Police and Fire Public Safety Building and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager)

Mayor Pro Tem Lopez, seconded by Commissioner Kerr moved to discuss.

The City Manager stated the project design previously presented had a budget shortfall of \$3million to the project budget; staff directed to re-evaluate design and decrease the shortage by \$1.5million; staff able to decrease about \$1.1million any further modification may have a building not suitable to the needs of the departments; city has the ability to borrow and small surplus in fund balance if necessary and can be discussed further on how to proceed with the shortfall. Staff recommended to authorize ERO proceed with design of a 39,000 sq. ft. public safety building that would include a detached metal building for the storage of evidence and equipment.

Commissioner Pedraza noted the original design was 39,000 sq. ft. and questioned how the cost reduction was derived if square footage is the same. The City Manager stated a savings factor was the cost of square footage for a metal building. In response to Commissioner Farias, Chief Rivera stated office space was reduced; social services and narcotics would be off-site and the space for storage of evidence and equipment would be in the 3,500 square foot detached metal building costing less in square footage to construct.

In response to the Mayor and Commission; Chief Rivera stated the narcotics division would have more security in the proposed development and social services divisions off-site has worked well; staff could see feasibility and phase out the original design; based on the square miles of the city, sub-station operations may not be feasible and interrogations and interview rooms were not reduced.

The City Manager recommended no action and allow staff to meet with ERO and bring back and present site plan layout and cost analysis based on square footage to include the 3,500 space inside or off-site of the project.

Mayor Suarez stated no reports until next meeting.

VII. REPORTS

- A. Report by Public Works.
- B. Report by Parks & Recreation.
- C. Report by Fire Department.
- D. Report by Police Department.

VIII. EXECUTIVE SESSION

At 7:31 p.m. Commissioner Pedraza seconded by Mayor Pro Tem Lopez, moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 8:30 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by section §551.074 of the Texas Government Code.

No action.

B. Contract Negotiations – Discussion with the City Manager and City Attorney relating to the City’s rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Fire Union (IAFF-WFFA Local 3207) as authorized by section §551.071 of the Texas Government Code.

Commissioner Kerr seconded by Mayor Pro Tem Lopez moved to authorize the City Attorney continue negotiations as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

C. Real Property - Consultation with City Attorney on the purchase, sale, exchange, lease or value of property from the Lions Club located at 307 W. 3rd Street legally described as E28'-W108'-Lots 11, 12 and E32' out of Lots 11-12, Block 23, Weslaco Original Townsite as authorized by section §551.072 of the Texas Government Code.

No action.

D. Economic Development – Consultation with City Attorney regarding Economic Development incentive programs related to Project Z & L as authorized by section §551.087 of the Texas Government Code.

Commissioner Kerr abstained from vote and discussion.

Commissioner Rodriguez seconded by Mayor Pro Tem Lopez moved to approve incentives to Project Z & L as discussed in executive session. The motion carried (4-1); Commissioner Farias against; Commissioner Kerr abstained; Mayor Suarez was present and voting.

X. ADJOURNMENT

Commissioner Rodriguez seconded by Mayor Pro Tem Lopez moved to adjourn the meeting of September 15, 2020 at 8:31 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

Norma A. Cantu, CITY SECRETARY

MAYOR PRO-TEM, Letty Lopez

ABSENT

COMMISSIONER, Leo Muñoz

COMMISSIONER, Jose “J.P.” Rodriguez

COMMISSIONER, Adrian Farias

COMMISSIONER, Greg Kerr

COMMISSIONER, Josh Pedraza



Standardized Agenda Request Form

Date of Meeting: October 6, 2020		Agenda Item No. (to be assigned by CSO): 2020-3598
From: Rebekah De La Fuente		
Subject: Approve Ordinance 2020-31 a rezone request for 3702 S. Westgate also being West Tract E1065'-S501.97' Farm Tract 790 being 12.27 AC GR 11.92 AC NET Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district and authorize the Mayor to execute any related documents. First reading held September 15, 2020; staffed by Planning & Code Enforcement Department.)		
Background: The applicant is requesting to rezone property from R-1 One-family dwelling district to R-2 Duplex and apartment district. Forty (40) property owners within 200 feet of the applicant's property were notified by letter on August 21, 2020.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission appeared in The Monitor on August 17, 2020.		
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning & Zoning Commission recommended approval of the rezone request at the Regular meeting of September 2, 2020.		
Aida Vega Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends denial based on 2040 land use map.		
Attachments, if any: 3702 S Westgate- Aerial, 3702 Westgate Dr- Attachments, Rezone- 3702 S Westgate- Memo, O2020-31 rezone 3702 S Westgate		
Responsibilities upon Approval:		

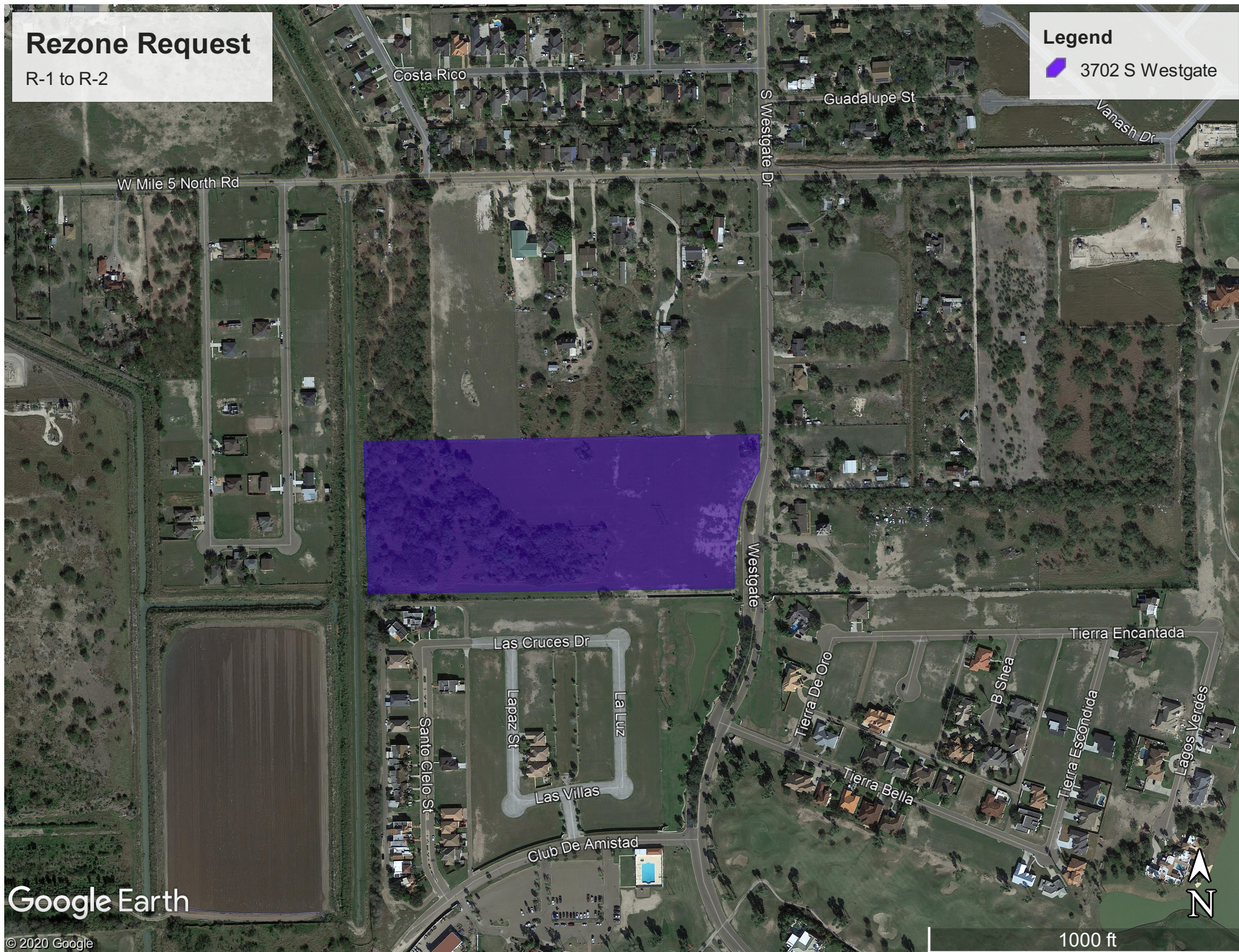
Staff will advise applicant

Rezone Request

R-1 to R-2

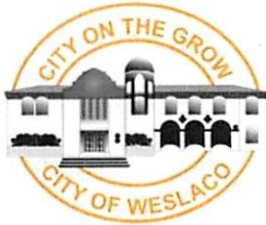
Legend

 3702 S Westgate



Google Earth

© 2020 Google



APPLICATION FOR REZONING

The Planning & Zoning Commission meets every 1st Wednesday of each month at 5:30 pm.

The City Commission meets every 1st and 3rd Tuesday of each month at 5:30 pm

FILE NO.

20-00008

PROPOSED PROJECT

Legal Description of Property to be rezoned: 790.12.27 AC GR 11.92 AC NET

Lot WQA Tract E 1065-5501.97 ft Block _____

Subdivision Name _____

Street Address ³⁷⁰² Westgate Dr. TX

Existing Zoning R1 Single Existing Land Use _____

Proposed Zoning R2 Multi Proposed Land Use _____

_____ \$305.00 non-refundable filing fee.

_____ Detailed dimensioned site plan/map must be submitted with this request.

_____ Survey and metes and bounds if the legal description is a portion of a lot.

_____ City and school tax receipts attached.

_____ I have received a copy of "The Intent of Zoning Application Instructions".

APPLICANT

Name Ezequiel Reyna Jr. Phone (956) 968-2829

Address 702 W. Expressway 83 Fax: (956) 969-9634

City Weslaco State TX Zip Code 78599 E-Mail: Sonia.reynapnp@gmail.com

OWNER

Name Ezequiel Reyna Jr. Phone (956) 968-2829

Address 702 W. Expressway 83 Fax: (956) 969-9634

City Weslaco State TX Zip Code 78599 E-Mail: Sonia.reynapnp@gmail.com

I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable); or I am authorized by the actual owner to submit this application and have attached written evidence of such authorization.

Signature _____ Date 6/11/2020
Owner

Signature _____ Date _____
Applicant

Signature _____ Date _____
Authorized Agent

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

Notice of Public Hearing Sent to Property Owners within
200' of Proposed Site

Date _____

P & Z Notice of Public Hearing Published in Newspaper

Date _____

City Commission Notice of Public Hearing Published

Date _____

Presented to P & Z Commission

Date _____

Approved _____ Disapproved _____ Tabled _____

Presented to City Commission

Date _____

Approved _____ Disapproved _____ Tabled _____

Ordinance No. _____

CITY OF WESLACO
956-968-3181

REC#: 02642760 6/12/2020 10:25 AM
OPER: vm TERM: 041
REF#: 2325
PAID BY:

TRAN: 204.0000 REZONING APPL FEE
EZEQUIEL REYNA JR
WESTGATE DR
101-400-1027
REZONING APPLICATIO 305.00CR

TENDERED: 305.00 CHECK
APPLIED: 305.00-

CH#

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem, District 5
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

PLANNING DEPARTMENT

August 21, 2020

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, September 2, 2020, at 5:30pm and the City Commission will also hold a public hearing on September 15, 2020 at 5:30 p.m. VIA ZOOM MEETING to consider the following request:

Telephonic conferencing capabilities will be utilized to allow member of the public to participate remotely via Toll Free Dial In Number: 1-877-853-5247; Meeting ID: 994 4945 3615

Members of the public who wish to participate in Public Hearing on an agenda item must send their name, address and phone number via email to karevalo@weslacotx.gov by 12:00 pm on September 2, 2020. A staff member will contact you with instructions via phone call to address your public comment.

CONDITIONAL USE PERMIT REQUEST:

Ezequiel Reyna Jr. is requesting to rezone 3702 S. Westgate. Also being West Tract E1065'-S501.97' Farm Tract 790 being 12.27 AC GR 11.92 AC NET Hidalgo County, and Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district.. Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission.

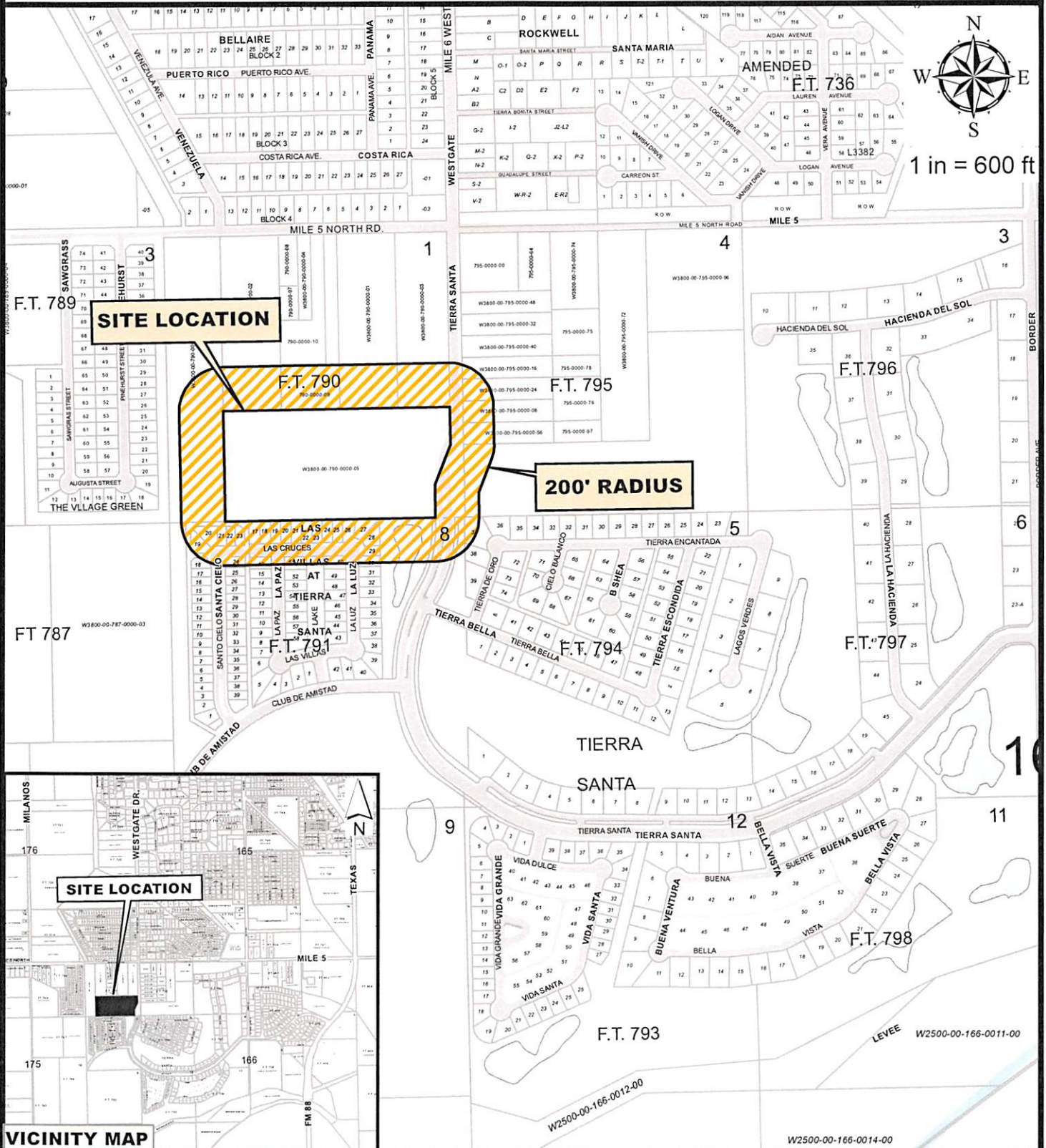
The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

Si desea información en español, por favor llame al departamento de Planeación de la ciudad de Weslaco, (956) 447-3403.

Rebekah de la Fuente, CFM
Planning Director

CITY OF WESLACO

Engineering Department



Ezequiel Reyán Jr.

**3702 South Westgate Drive
WEST TRACT E1065'-S501.97' FT 790
12.27 AC GR 11.92 AC NET
LOT 1, BLOCK 175, F.T. 790**

Purpose for the Rezoning request

Existing zoning: R-1
Existing land use: Vacant Lot
Proposed zoning: R-2
Proposed land use: Multifamily



AUG 18, 2020

LAS VILLAS AT TIERRA SANTA 5221 N MCCOLL RD MCALLEN TX 78504-2202	L3394-00-002-0016-00 LAS VILLAS AT TIERRA SANTA LOT 1 6 BLK 2 0 LA PAZ	L: 10759 B: 0
LAS VILLAS AT TIERRA SANTA 5221 N MCCOLL RD MCALLEN TX 78504-2202	L3394-00-002-0017-00 LAS VILLAS AT TIERRA SANTA LOT 1 7 BLK 2 0 LAS CRUCES	L: 11297 B: 0
LAS VILLAS AT TIERRA SANTA 5221 N MCCOLL RD MCALLEN TX 78504-2202	L3394-00-002-0018-00 LAS VILLAS AT TIERRA SANTA LOT 1 8 BLK 2 0 LAS CRUCES	L: 10018 B: 0
LAS VILLAS AT TIERRA SANTA 5221 N MCCOLL RD MCALLEN TX 78504-2202	L3394-00-002-0019-00 LAS VILLAS AT TIERRA SANTA LOT 1 9 BLK 2 0 LAS CRUCES	L: 10018 B: 0
LAS VILLAS AT TIERRA SANTA 5221 N MCCOLL RD MCALLEN TX 78504-2202	L3394-00-002-0020-00 LAS VILLAS AT TIERRA SANTA LOT 2 0 BLK 2 0 LAS CRUCES	L: 10018 B: 0
LAS VILLAS AT TIERRA SANTA 5221 N MCCOLL RD MCALLEN TX 78504-2202	L3394-00-002-0021-00 LAS VILLAS AT TIERRA SANTA LOT 2 1 BLK 2 0 LAS CRUCES	L: 10018 B: 0
LAS VILLAS AT TIERRA SANTA 5221 N MCCOLL RD MCALLEN TX 78504-2202	L3394-00-002-0022-00 LAS VILLAS AT TIERRA SANTA LOT 2 2 BLK 2 0 LAS CRUCES	L: 10018 B: 0
LAS VILLAS AT TIERRA SANTA 5221 N MCCOLL RD MCALLEN TX 78504-2202	L3394-00-002-0023-00 LAS VILLAS AT TIERRA SANTA LOT 2 3 BLK 2 0 LAS CRUCES	L: 10018 B: 0
LAS VILLAS AT TIERRA SANTA 5221 N MCCOLL RD MCALLEN TX 78504-2202	L3394-00-002-0024-00 LAS VILLAS AT TIERRA SANTA LOT 2 4 BLK 2 0 LAS CRUCES	L: 10018 B: 0
LAS VILLAS AT TIERRA SANTA 5221 N MCCOLL RD MCALLEN TX 78504-2202	L3394-00-002-0025-00 LAS VILLAS AT TIERRA SANTA LOT 2 5 BLK 2 0 LAS CRUCES	L: 10209 B: 0
LAS VILLAS AT TIERRA SANTA 5221 N MCCOLL RD MCALLEN TX 78504-2202	L3394-00-002-0026-00 LAS VILLAS AT TIERRA SANTA LOT 2 6 BLK 2 0 LAS CRUCES	L: 9683 B: 0
LAS VILLAS AT TIERRA SANTA 5221 N MCCOLL RD MCALLEN TX 78504-2202	L3394-00-002-0027-00 LAS VILLAS AT TIERRA SANTA LOT 2 7 BLK 2 0 LAS CRUCES	L: 12080 B: 0

AUG 18, 2020

LAS VILLAS AT TIERRA SANTA 5221 N MCCOLL RD MCALLEN TX 78504-2202	L3394-00-002-0028-00 LAS VILLAS AT TIERRA SANTA LOT 2 8 BLK 2 0 LA LUZ	L: 12497 B: 0
LAS VILLAS AT TIERRA SANTA 5221 N MCCOLL RD MCALLEN TX 78504-2202	L3394-00-002-0029-00 LAS VILLAS AT TIERRA SANTA LOT 2 9 BLK 2 0 LA LUZ	L: 7716 B: 0
LAS VILLAS AT TIERRA SANTA 5221 N MCCOLL RD MCALLEN TX 78504-2202	L3394-00-002-0030-00 LAS VILLAS AT TIERRA SANTA LOT 3 0 BLK 2 0 LA LUZ	L: 9703 B: 0
LAS VILLAS AT TIERRA SANTA 5221 N MCCOLL RD MCALLEN TX 78504-2202	L3394-00-002-0050-00 LAS VILLAS AT TIERRA SANTA LOT 5 0 BLK 2 0 LA LUZ	L: 12180 B: 0
LAS VILLAS AT TIERRA SANTA 5221 N MCCOLL RD MCALLEN TX 78504-2202	L3394-00-002-0051-00 LAS VILLAS AT TIERRA SANTA LOT 5 1 BLK 2 0 LA PAZ	L: 12180 B: 0
HANDY MODESTO & PRISCILLA K 3802 TIERRA DE ORO WESLACO TX 78596-8551	T5438-01-003-0037-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 37 BLK 3 3802 TIERRA DE ORO	L: 37206 B: 231924
REYNA EZEQUIEL JR 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78599-4379	T5438-01-003-0038-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 38 BLK 3 3806 TIERRA DE ORO	L: 17665 B: 0
RAMIREZ ANA LIZA 20003 MASON CREEK DR KATY TX 77449-2203	T5438-01-02A-0018-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 18 BLK 2A 3806 SANTO CIELO	L: 11078 B: 127955
ORTEGON JAY R 2018 LAS CRUCES AVE WESLACO TX 78596-8513	T5438-01-02A-0019-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 19 BLK 2A 2018 LAS CRUCES AVE	L: 16626 B: 118328
GONZALEZ MARISELA 2014 LAS CRUCES ST WESLACO TX 78596	T5438-01-02A-0020-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 20 BLK 2A 2014 LAS CRUCES AVE	L: 18627 B: 101001
GONZALEZ MARIA N 306 LAKEWAY DR WESLACO TX 78596-1865	T5438-01-02A-0021-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 21 & 22 BLK 2A 2010 LAS CRUCES AVE	L: 14616 B: 0
REYNA EZEQUIEL JR & LIVIA 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78599	T5438-01-02A-0022-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 22 BLK 2A 2006 LAS CRUCES AVE	L: 7308 B: 0

AUG 18, 2020

BREMONT ALICIA LIZETH J 1901 CLUB DE AMISTAD WESLACO TX 78596-8576	T5438-01-02A-0023-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 23 BLK 2A 2002 LAS CRUCES AVE	L: 10513 B: 0
ARAUJO JUAN M GANTE 1601 TRAILER LN LOT 121 IRONDALE AL 35210	T5438-01-02A-0024-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 24 BLK 2A 3805 SANTO CIELO	L: 12725 B: 0
MORENO HECTOR MANUEL SOBRON 313 E COMA AVE STE 579 HIDALGO TX 78557-2506	W3800-00-790-0000-00 WEST TRACT W 255' FT 790 7.73 GR 7.61AC NET 2029 W MI 5 N RD	L: 72295 B: 0
CABRERA FRANCISCO 1725 MILE 5 NORTH WESLACO TX 78596	W3800-00-790-0000-01 WEST TRACT W266'-E532'-N818.03'- FT 790 5.00AC GR 4.88AC NET 0	L: 65758 B: 49340
LA CASA DE ORACION 1917 W MILE 5 N WESLACO TX 78596-5057	W3800-00-790-0000-02 WEST TRACT W267'-E1065'-N818.03' FT 790 5.01AC GR 4.89AC NET 1919 W MI 5 N RD	L: 108641 B: 0
GARCIA JULIO & MARYSOL 3402 S WESTGATE DR WESLACO TX 78596-4480	W3800-00-790-0000-03 WEST TRACT E266'-N818.03' FT 790 5.01AC GR 4.52AC NET 3402 S WESTGATE DR	L: 60907 B: 99754
COTTONFIELDS, LTD 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78596-4379	W3800-00-790-0000-05 WEST TRACT E1065'-S501.97' FT 79 0 12.27 AC GR 11.92 AC NET 3700 S WESTGATE DR	L: 0 B: 0
ABELDANO PABLO & ALICE 1801 W MILE 5 N WESLACO TX 78596-9518	W3800-00-790-0000-09 WEST TRACT W266'-E798'-S204.5'-N 818.03' & W60'-E592'-N613.5' FT 1801 W MILE 5 RD	L: 44381 B: 32989
CARRIZALES RAYMUNDO 1805 W MILE 5 N WESLACO TX 78596-9518	W3800-00-790-0000-10 WEST TRACT W206'-E798'-S204.5'-N 613.5' & W60'-E652'-N613.5' FT 7 1805 W MILE 5 RD	L: 40379 B: 81332
REYNA, EZEQUIEL JR & LIVIA 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78596-4379	W3800-00-791-0000-00 WEST TRACT 15.67AC BNG 2 IRR TRS FT 791 GOLF COURSE	L: 124106 B: 569416
REYNA, EZEQUIEL JR & LIVIA 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78596-4379	W3800-00-794-0000-00 WEST TRACT 11.89AC-FT 794 GOLF C OURSE 0 TIERRA SANTA BLVD	L: 56501 B: 33000
GARZA, JOSE 4920 SHERMAN ST HOUSTON TX 77011-3138	W3800-00-795-0000-08 WEST TRACT W440'-S99'-N891' FT 7 95 1AC GR 0.93AC NET 0 MILE 5 NORTH	L: 27555 B: 0

AUG 18, 2020

GARCIA ISMAEL & NELDA G 3605 S WESTGATE DR WESLACO TX 78596-9479	W3800-00-795-0000-16 WEST TRACT W440'-S99'-N693' FT 7 95 1AC GR 0.93AC NET 0 S WESTGATE DR	L: 27555 B: 83144
LOPEZ MELECIO 1005 MARITZA ST WESLACO TX 78596-2078	W3800-00-795-0000-24 WEST TRACT W440'-S99'-N792' FT 7 95 1AC GR 0.93AC NET 3609 S WESTGATE DR	L: 27555 B: 0
GARZA AMERICO & ARISTEO 3621 S WESTGATE DR WESLACO TX 78596-9479	W3800-00-795-0000-56 WEST TRACT W440'-S99'-N990' FT 7 95 1AC GR 0.93AC NET 3621	L: 27555 B: 8388
COTTONFIELDS, LTD 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78596-4379	W3800-00-795-0000-80 WEST TRACT S330' & E440'-S495'-N 990' FT 795 15 AC GR 14.77 AC NE 0 S WESTGATE DR	L: 23750 B: 72106

TAX RECEIPT



PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
PO BOX 178
EDINBURG, TEXAS 78540

Certified Owner:

COTTONFIELDS LTD
702 W EXPRESSWAY 83 STE 100
WESLACO, TX 78599-4379

Legal Description:

WEST TRACT E1065'-S501.97' FT 790 12.27
AC GR 11.92 AC NET

Parcel Address: 0 WESTGATE DR

Legal Acres: 11.9200

Deposit No: WS2016348A
Validation No: 900000058378660

Account No: **W3800-00-790-0000-05**
Operator Code: YOLANDA48

Remit Seq No: 44300499
Receipt Date: 06/11/2020
Deposit Date: 06/11/2020
Print Date: 06/11/2020 04:01 PM
Printed By: YOLANDA48
Appr. Dist. No.: 503955

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2019	Hidalgo County	TL	5,078	0.575000	29.20	4.38	0.00	33.58
2019	Drainage Dist #1	TL	5,078	0.105100	5.34	0.80	0.00	6.14
2019	City Of Weslaco	TL	5,078	0.696700	35.38	5.31	0.00	40.69
2019	Weslaco Isd	TL	5,078	1.068700	54.27	8.14	0.00	62.41
2019	South Texas Isd	TL	5,078	0.049200	2.50	0.38	0.00	2.88
2019	South Texas College	TL	5,078	0.173300	8.80	1.32	0.00	10.12
2018	Hidalgo County	TL	5,030	0.580000	29.17	8.46	5.64	43.27
2018	Drainage Dist #1	TL	5,030	0.095100	4.78	1.39	0.93	7.10
2018	City Of Weslaco	TL	5,030	0.666700	33.54	9.73	6.49	49.76
2018	Weslaco Isd	TL	5,030	1.159700	58.33	16.92	11.29	86.54
2018	South Texas Isd	TL	5,030	0.049200	2.47	0.72	0.48	3.67
2018	South Texas College	TL	5,030	0.178000	8.95	2.60	1.73	13.28
					\$272.73	\$60.15	\$26.56	\$359.44

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Check Number(s):
2320

PAYMENT TYPE:

Checks: \$359.44

Exemptions on this property:
OPEN SPACE 1-D-1

Total Applied: \$359.44
Total Tendered: \$359.44
(for accounts paid on 06/11/2020)
Change Paid: \$0.00

PAYER: 1476825
REYNA FAMILY DEVELOPMENT LTD
702 WEST EXPRESSWAY 83 SUITE 100
WESLACO, TX 78596

Property Identification #: 503955

Property Information: 2020

Owner Identification #: 339054

Geo ID: W3800-00-790-0000-05

Situs Address: WESTGATE DR TX

Property Type: Real

State Code: D1

Legal WEST TRACT E1065'-S501.97' FT

Description: 790 12.27 AC GR 11.92 AC NET

Abstract: W380000

Neighborhood: WEST TRACT

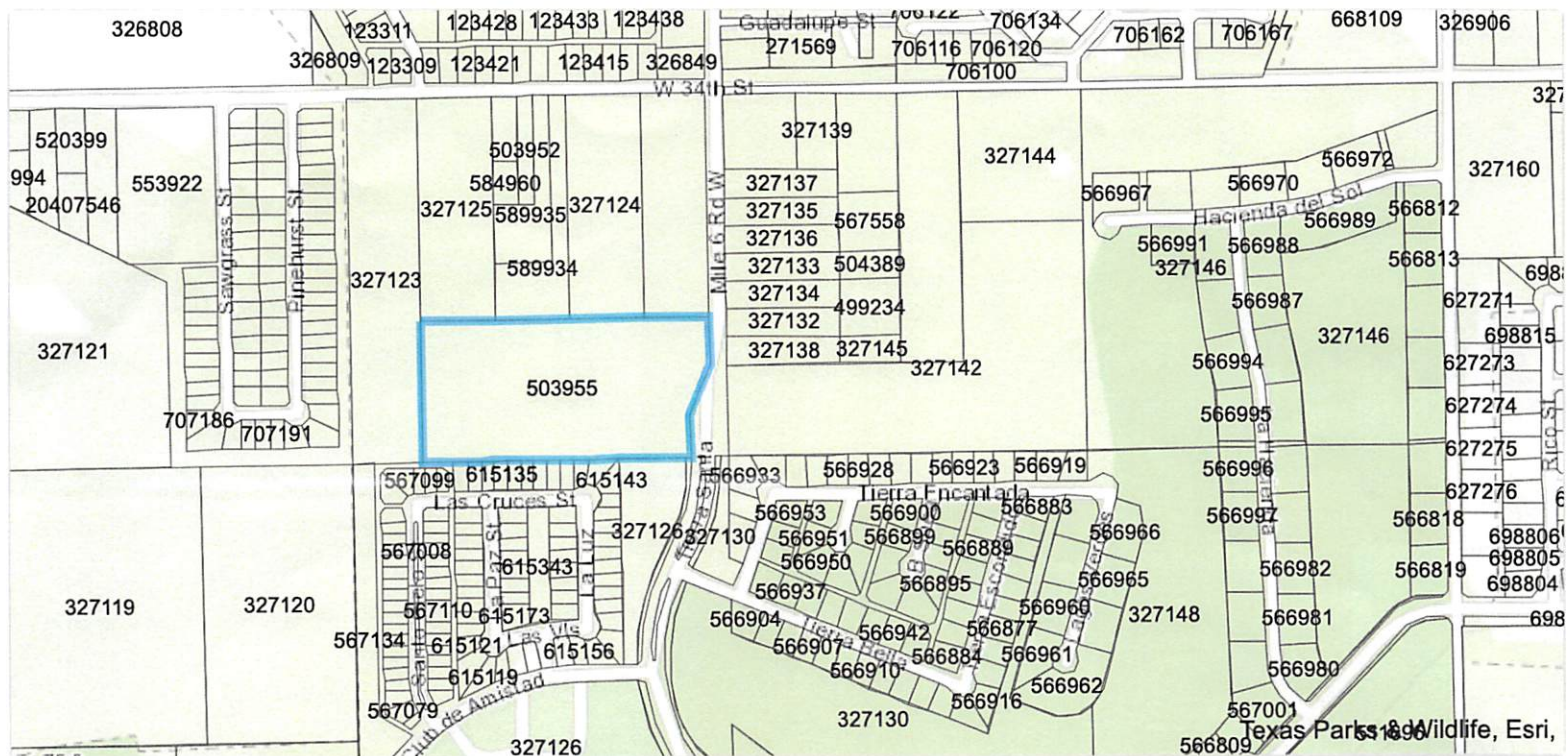
Appraised Value: \$4,804.00

Jurisdictions: DR1, JCC, CWL, CAD, GHD, SST,
R02, SWL

Name: COTTONFIELDS LTD

Exemptions:

DBA: Null



Hidalgo County Map Search

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The San Juan County Assessor expressly disclaims any and all liability in connection herewith.

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem, District 5
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

MEMO

TO: Mayor and City Commission

FROM: Rebekah de la Fuente, Planning & Code Enforcement Director

RE: Rezone- 3702 S Westgate Drive

DATE: September 15, 2020

The applicant is proposing to construction between 80 to 100 townhomes. The proposed site is located just north of Tierra Santa Golf Course & Community on the eastside of Westgate Drive. The 2040 Future Land Use Map does identify for this area to remain single family residential, however at the City Commission meeting of July 21st the property on the westside of Westgate Drive was approved for rezone to an R-2 Apartment and Duplex. Furthermore, there are existing townhomes within the Tierra Santa Golf Course & Community immediately south of this proposed location.

Thank you,

Rebekah de la Fuente, CFM

ORDINANCE NO. 2020-31

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 3702 S. WESTGATE. ALSO BEING WEST TRACT E1065'-S501.97' FARM TRACT 790 BEING 12.27 AC GR 11.92 AC NET HIDALGO COUNTY, TEXAS FROM R-1 ONE-FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT. BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: R-1 One-family dwelling district to R-2 Duplex and apartment district. being 3702 S. Westgate. also being West Tract E1065'-S501.97' Farm Tract 790 being 12.27 ac gr 11.92 ac net Hidalgo County, and Texas

SECTION II: That this ordinance shall become effective upon its passage.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 15th day of September 2020.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 6th day of October 2020.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: October 6, 2020		Agenda Item No. (to be assigned by CSO): 2020-3611
From:		
Subject: Approval of Special Services Agreement on Hotel/Motel Room Occupancy tax proceeds between City of Weslaco and the following: 1) Weslaco Chamber of Commerce for \$242,135; 2) Frontera Audubon Society for \$20,000; and 3) Lower Rio Grande Valley Nature Center for \$25,000 and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Vidal Roman	Created/Initiated	
Vidal Roman	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Special Services Contract Memo, Chamber 2020-2021 SSA, Frontera Audubon 2020-2021 SSA, Valley Nature Cntr 2020-2021 SSA		
Responsibilities upon Approval:		

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem, District 5
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

Date: October 07, 2020

To: Mayor and City Commission

CC: Mike R. Perez, City Manager

FR: Vidal Roman, Finance Director

Re: Special Services Contract

The City solicited applications for H.O.T. early July for services for the purpose of attracting and promoting tourism in the City. Weslaco Chamber of Commerce, Frontera Audubon, and Lower Rio Grande Valley Nature Center submitted their respective applications. A meeting with the H.O.T. committee was held on August 17, 2020 where they made their respective presentations. The committee recommended to fund the agencies on their respective requests.

This year there a nominal increase with the Chamber and reductions on the other two agencies.

Staff recommends approval.

STATE OF TEXAS	§	SPECIAL SERVICES AGREEMENT ON
		HOTEL/MOTEL ROOM OCCUPANCY
COUNTY OF HIDALGO	§	TAX PROCEEDS BETWEEN THE CITY OF
		WESLACO AND THE WESLACO AREA
CITY OF WESLACO	§	CHAMBER OF COMMERCE.

PUBLICITY AND TOURISM AGREEMENT

This agreement made this the ____ day of October 2020, by and between THE CITY OF WESLACO, a home-ruled municipal corporation located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas hereinafter called “The City” and THE WESLACO AREA CHAMBER OF COMMERCE located at 275 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter called “The Chamber of Commerce”.

I.

The City by authority of powers granted to it under state statutes and its home-rule charter has heretofore enacted a hotel/motel occupancy tax on occupants of hotels or motels within the City.

II.

As part of its obligation under state statutes (primarily V.A.T.S. Tax Code, Section 351.101) to use hotel/motel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, the City hereby agrees to pay to the Chamber of Commerce an amount not to exceed \$242,135.00, of which \$242,135.00 will be funded through the hotel/motel occupancy tax funds. The Chamber of Commerce agrees to spend all allocated funds during the term of this contract. The monies received by the City from the hotel/motel occupancy tax and used by the Chamber of Commerce for advertising and promoting tourism in the City derives direct tourism income benefit to the City.

The Chamber of Commerce agrees that any hotel/motel occupancy tax funds paid to it by the City shall be used only in the following specific areas shown on Exhibit “A” Application for Funding. The Chamber of Commerce agrees to conduct a continued program of advertising and promotion for the purpose of attracting visitors, tourists, and conventions to the local area and to the City by publishing and distributing brochures and community information packets, by advertising in various tourist publications and general media publications which are appropriate, by representing the City at travel shows and other such events, by participating with state and regional agencies in tourist development programs of benefit to the local area and to the City, and by using all appropriate means to increase the traveling public’s awareness of the resort and recreational advantages of the local area and the City.

The Chamber of Commerce further agrees that it will seek to achieve economic benefit for the City through all of such activities, that it will provide tourist-related information about the City upon request and that it will serve as an advisory body to the City, on request, in matters related to expanding the tourist-derived economy.

The Chamber of Commerce further agrees that it will undertake all reasonable efforts to spend at least 25% of the hotel/motel occupancy tax funds received from the City in the Weslaco Market area.

III. Performance Measures

The Chamber of Commerce further agrees that it will undertake all reasonable efforts to quantify performance measurements for the purpose of comparative analysis on the efficiency and effectiveness of various inputs and outcomes. Such data should include, but is not limited to, the following: amount of promotional literature distributed, by type and locations; tabulation of advertising expenditures and reported viewership; visitations to the Chamber of Commerce website, by content page; number of visitations to the center; number of tourism-related activities conducted and their attendance; number and duration of overnight hotel stays; and receipts in Hotel Occupancy Tax and Sales Tax, by month. The Chamber of Commerce should incorporate this data into its monthly activity report (see section VI), provide an analysis of trends, and upon request of the Weslaco City Commission or its staff, shall make these performance measurements available for inspection and review.

IV.

It is expressly understood and agreed by and between the parties that the Chamber of Commerce is contracted and engaged as an independent contractor and is not an officer, agent or employee of the City.

V.

The Chamber of Commerce shall secure sufficient numbers of employees to comply with the terms of this Agreement. The Chamber of Commerce shall further provide such office space, equipment, supplies and other materials as may be necessary to accomplish the purpose of this Agreement.

VI.

The Chamber of Commerce shall provide to the City, prior to obtaining any hotel/motel occupancy tax proceeds, a proposed budget for the upcoming year, said budget to be approved by the City Commission in writing in advance of the release of any hotel/motel occupancy tax funds. It is understood and agreed by and between the parties that, upon budget approval by the municipality, a fiduciary duty is created in the Chamber of Commerce with respect to expenditure of revenue provided.

Thereafter, the Chamber of Commerce shall provide to the City monthly financial and activity reports, on the approved projects that are conducted to benefit the City of Weslaco, as well as an end-of-the-year financial report listing the expenditures made from the revenues from the hotel/motel occupancy tax. It is further agreed by the Chamber of Commerce that it shall maintain said revenue in a separate account established for that purpose and that it shall not commingle the revenues with any other money or maintain it in any other account. The Chamber of Commerce shall maintain complete and accurate financial records of each expenditure of hotel/motel occupancy tax revenue and, upon request of the Weslaco City Commission or its staff, shall make the records available for inspection and review. The Chamber of Commerce will cooperate with

the City of Weslaco on an annual independent audit of the hotel/motel tax funds received by the Chamber of Commerce from the City of Weslaco. The audit will be performed in conjunction with the City of Weslaco Annual Audit.

It is understood and agreed by and between the parties that the hotel/motel tax proceeds may be spent by the Chamber of Commerce for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, if same have been previously approved in the budget and does not exceed the percentage of cost that is attributed to the activities funded by the hotel/motel occupancy tax and if directly related to the promotion of tourism and marketing that will have an economic impact for the City.

VII.

This Agreement shall begin the ____ day of October 2020 and shall continue in force ending September 30, 2021. The City shall have the option to terminate this Agreement at any time and for any reason within thirty (30) days after giving such notice of its intent to the Chamber of Commerce.

VIII.

Any notice that is sent pursuant to this Agreement shall be sent to the following addresses:

If to the City of Weslaco:

Mike R. Perez
City Manager
City of Weslaco
255 S. Kansas Avenue
Weslaco, Texas 78596

If to the Weslaco Area Chamber of Commerce:

Barbara Jean Garza, President/CEO
Weslaco Area Chamber of Commerce
275 S. Kansas Avenue
Weslaco, Texas 78596

IX.

No part of this Agreement may be assigned without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit the Chamber of Commerce from participating with regional or state tourism programs or to contract for joint promotion with other agencies as long as these programs or promotions do not conflict with the work plan.

X.

The Chamber of Commerce agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees for expenses of litigation, court costs, attorney's fees and from any and all claims, losses, causes of action and damages, suits, and liability of every kind including injury arising from or in connection with the operations of the Chamber of Commerce, its officers, agents and employees carried out in furtherance of this Agreement. The Chamber of Commerce shall carry or cause to be carried public liability, bodily injury insurance on all automobiles used in the operations embraced by this agreement in the amount of \$1,000,000 million combined single limits. The Chamber of Commerce shall carry or cause to be carried general liability insurance in the amount of \$1,000,000 million per occurrence naming the City as a covered party. Said insurance policies shall name the City as an additional insured and covered party. Said policies, or duplicate originals thereof, must be filed with the City before any operations contemplated by the Agreement are begun.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY

**WESLACO AREA
CHAMBER OF COMMERCE**

Robert Calvillo, CHAIRMAN

ATTEST:

Barbara Jean Garza, CEO/PRESIDENT

STATE OF TEXAS § SPECIAL SERVICES AGREEMENT ON
 HOTEL/MOTEL ROOM OCCUPANCY
COUNTY OF HIDALGO § TAX PROCEEDS BETWEEN THE CITY OF
 WESLACO AND THE FRONTERA
CITY OF WESLACO § AUDUBON SOCIETY.

PUBLICITY AND TOURISM AGREEMENT

This agreement made this the _____ day of October 2020, by and between THE CITY OF WESLACO, a home-ruled municipal corporation located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas hereinafter called “The City” and THE FRONTERA AUDUBON SOCIETY located at 1101 S. Texas Blvd., Weslaco, Hidalgo County, Texas, hereinafter called “The Frontera Audubon”.

I.

The City by authority of powers granted to it under state statutes and its home-rule charter has heretofore enacted a local hotel/motel occupancy tax on occupants of hotels or motels within the City.

II.

As part of its obligation under state statutes (primarily V.A.T.S. Tax Code, Section 351.101) to use local hotel/motel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, the City hereby agrees to pay to the Frontera Audubon an amount not to exceed \$20,000.00, of which \$20,000.00 will be funded through the hotel/motel occupancy tax funds. The Frontera Audubon agrees to spend all allocated funds during the term of this contract. The monies received by the City from the local hotel/motel occupancy tax and used by the Frontera Audubon for digital marketing, and solicitations and promotional materials that attract tourists to the city, derives direct tourism income benefit to the City.

The Frontera Audubon agrees that any local hotel/motel occupancy tax funds paid to it by the City shall be used only in the following specific areas shown on Exhibit “A” Application for Funding. The Frontera Audubon agrees to conduct a continued program of preserving and promoting the natural environment, historical restoration and preservation for the purpose of attracting visitors and tourists to the local area and to the City, and by using all appropriate means to increase the traveling public’s awareness of the historic and recreational advantages of the local area and the City.

The Frontera Audubon further agrees that it will seek to achieve economic benefit for the City through all of such activities, and that it will provide tourist-related information about the City upon request.

The Frontera Audubon further agrees that it will undertake all reasonable efforts to spend at least 25% of the hotel/motel occupancy tax funds received from the City in the Weslaco Market area.

III. Performance Measures

The Frontera Audubon further agrees that it will undertake all reasonable efforts to quantify performance measurements for the purpose of comparative analysis on the efficiency and effectiveness of various inputs and outcomes. Such data should include, but is not limited to, the following: amount of promotional literature distributed; tabulation of digital marketing and advertising expenditures and reported viewership; visitations to the Frontera Audubon website; number of visitations to the Frontera Audubon Nature Park; percentage of visitors staying in a local hotel; number of tourism-related activities conducted and their attendance, by month. The Frontera Audubon should incorporate this data into its monthly activity report (see section VI), and upon request of the Weslaco City Commission or its staff, shall make these performance measurements available for inspection and review.

IV.

It is expressly understood and agreed by and between the parties that the Frontera Audubon is contracted and engaged as an independent contractor and is not an officer, agent or employee of the City.

V.

The Frontera Audubon shall secure sufficient numbers of employees to comply with the terms of this Agreement. The Frontera Audubon shall further provide such office space, equipment, supplies and other materials as may be necessary to accomplish the purpose of this Agreement.

VI.

The Frontera Audubon shall provide to the City, prior to obtaining any hotel/motel occupancy tax proceeds, a proposed budget for the upcoming year, said budget to be approved by the City Commission in writing in advance of the release of any local hotel/motel occupancy tax funds. It is understood and agreed by and between the parties that, upon budget approval by the municipality, a fiduciary duty is created in the Frontera Audubon with respect to expenditure of revenue provided.

Thereafter, the Frontera Audubon shall provide to the City monthly financial and activity reports, on the approved projects that are conducted to benefit the City of Weslaco, as well as an end-of-the-year financial report listing the expenditures made from the revenues from the local hotel/motel occupancy tax. It is further agreed by the Frontera Audubon that it shall maintain said revenue in a separate account established for that purpose and that it shall not commingle the revenues with any other money or maintain it in any other account. The Frontera Audubon shall maintain complete and accurate financial records of each expenditure of hotel/motel occupancy

tax revenue and, upon request of the Weslaco City Commission or its staff, shall make the records available for inspection and review. The Frontera Audubon will cooperate with the City of Weslaco on an annual independent audit of the hotel/motel tax funds received by the Frontera Audubon from the City of Weslaco. The audit will be performed in conjunction with the City of Weslaco Annual Audit.

VII.

This Agreement shall begin the ____ day of October 2020 and shall continue in force ending September 30, 2021. The City shall have the option to terminate this Agreement at any time and for any reason within thirty (30) days after giving such notice of its intent to the Frontera Audubon.

VIII.

Any notice that is sent pursuant to this Agreement shall be sent to the following addresses:

If to the City of Weslaco:

Mike R. Perez
City Manager
City of Weslaco
255 S. Kansas Avenue
Weslaco, Texas 78596

If to the Frontera Audubon Society:

Christine Warren
Frontera Audubon Society
1101 S. Texas Blvd.
Weslaco, Texas 78596

IX.

No part of this Agreement may be assigned without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit the Frontera Audubon from participating with regional or state tourism programs or to contract for joint promotion with other agencies as long as these programs or promotions do not conflict with the Application for Funding.

X.

The Frontera Audubon agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees for expenses of litigation, court costs, attorney's fees and from any and all claims, losses, causes of action and damages, suits, and liability of every kind including injury arising from or in connection with the operations of the Frontera Audubon, its officers, agents and employees carried out in furtherance of this Agreement. The Frontera Audubon shall carry or cause to be carried public liability, bodily injury insurance on all automobiles used in the operations embraced by this agreement in the amount of \$1,000,000 million combined single limits. The Frontera Audubon shall carry or cause to be carried general liability insurance in the amount of \$1,000,000 million per occurrence naming the City as a covered party. Said insurance policies shall name the City as an additional insured and covered party. Said policies, or duplicate originals thereof, must be filed with the City before any operations contemplated by the Agreement are begun.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY

FRONTERA AUDUBON

Jenna Grado-Gonzalez, President

ATTEST:

**Christine Warren,
Director**

**STATE OF TEXAS § SPECIAL SERVICES AGREEMENT ON
COUNTY OF HIDALGO § HOTEL/MOTEL ROOM OCCUPANCY
CITY OF WESLACO § TAX PROCEEDS AND SALES TAX
 § PROCEEDS BETWEEN THE CITY OF
 § WESLACO AND THE LOWER RIO
 § GRANDE VALLEY NATURE CENTER.**

PUBLICITY AND TOURISM AGREEMENT

This agreement made this the ____ day of October 2020, by and between THE CITY OF WESLACO, a home-ruled municipal corporation located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas hereinafter called “The City” and THE LOWER RIO GRANDE VALLEY NATURE CENTER located at 301 S. Border Avenue, Weslaco, Hidalgo County, Texas, hereinafter called “The Valley Nature Center”.

I.

The City by authority of powers granted to it under state statutes and its home-rule charter has heretofore enacted a local hotel/motel occupancy tax on occupants of hotels or motels within the City.

II.

As part of its obligation under state statutes (primarily V.A.T.S. Tax Code, Section 351.101) to use local hotel/motel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, the City hereby agrees to pay to the Valley Nature Center an amount not to exceed \$25,000, of which \$25,000 will be funded through the hotel/motel occupancy tax funds. The Valley Nature Center agrees to spend all allocated funds during the term of this contract. The monies received by the City from the hotel/motel occupancy tax and used by the Valley Nature Center for preserving and promoting the unique natural environment of the Lower Rio Grande Valley and promoting tourism in the City derives direct tourism income benefit to the City.

The Valley Nature Center agrees that any hotel/motel occupancy tax funds paid to it by the City shall be used only in the following specific areas shown on Exhibit “A” Application for Funding. The Valley Nature Center agrees to attend and participate in at least three (3) domestic Nature Trade Shows, and develop a Spring Festival that will highlight spring migration and wildflowers, and by using all appropriate means to increase the traveling public’s awareness of the historic and recreational advantages of the local area and the City.

The Valley Nature Center further agrees that it will seek to achieve economic benefit for the City through all such activities, and that it will provide tourist-related information about the City upon request.

The Valley Nature Center further agrees that it will undertake all reasonable efforts to spend at least 25% of the hotel/motel occupancy tax funds received from the City in the Weslaco Market area.

III. Performance Measures

The Valley Nature Center further agrees that it will undertake all reasonable efforts to quantify performance measurements for the purpose of comparative analysis on the efficiency and effectiveness of various inputs and outcomes. Such data should include, but is not limited to, the following: amount of promotional literature distributed; tabulation of advertising expenditures and reported viewership; visitations to the Valley Nature Center website; number of visitations to the Valley Nature Center; percentage of visitors staying in a local hotel; number of tourism-related activities conducted and their attendance, by month. The Valley Nature Center should incorporate this data into its monthly activity report (see section VI), and upon request of the Weslaco City Commission or its staff, shall make these performance measurements available for inspection and review.

IV.

It is expressly understood and agreed by and between the parties that the Valley Nature Center is contracted and engaged as an independent contractor and is not an officer, agent or employee of the City.

V.

The Valley Nature Center shall secure sufficient numbers of employees to comply with the terms of this Agreement. The Valley Nature Center shall further provide such office space, equipment, supplies and other materials as may be necessary to accomplish the purpose of this Agreement.

VI.

The Valley Nature Center shall provide to the City, prior to obtaining any hotel/motel occupancy tax proceeds, a proposed budget for the upcoming year, said budget to be approved by the City Commission in writing in advance of the release of any hotel/motel occupancy tax funds. It is understood and agreed by and between the parties that, upon budget approval by the municipality, a fiduciary duty is created in the Valley Nature Center with respect to expenditure of revenue provided.

Thereafter, the Valley Nature Center shall provide to the City monthly financial and activity reports, on the approved projects that are conducted to benefit the City of Weslaco, as well as an end-of-the-year financial report listing the expenditures made from the revenues from the hotel/motel occupancy tax. It is further agreed by the Valley Nature Center that it shall maintain said revenue in a separate account established for that purpose and that it shall not commingle the revenues with any other money or maintain it in any other account. The Valley Nature Center shall maintain complete and accurate financial records of each expenditure of hotel/motel

occupancy tax revenue and, upon request of the Weslaco City Commission or its staff, shall make the records available for inspection and review. The Valley Nature Center will cooperate with the City of Weslaco on an annual independent audit of the hotel/motel tax funds received by the Valley Nature Center from the City of Weslaco. The audit will be performed in conjunction with the City of Weslaco Annual Audit.

VII.

This Agreement shall begin the _____ day of October 2020 and shall continue in force ending September 30, 2021. The City shall have the option to terminate this Agreement at any time and for any reason within thirty (30) days after giving such notice of its intent to the Valley Nature Center.

VIII.

Any notice that is sent pursuant to this Agreement shall be sent to the following addresses:

If to the City of Weslaco:

Mike R. Perez
City Manager
City of Weslaco
255 S. Kansas Avenue
Weslaco, Texas 78596

If to the Valley Nature Center:

Ms. Hollie Johnston
Lower Rio Grande Valley Nature Center
301 S. Border Avenue
Weslaco, Texas 78596

IX.

No part of this Agreement may be assigned without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit the Valley Nature Center from participating with regional or state tourism programs or to contract for joint promotion with other agencies as long as these programs or promotions do not conflict with the Application for Funding.

X.

The Valley Nature Center agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees for expenses of litigation, court costs, attorney's fees and from any and all claims, losses, causes of action and damages, suits, and liability of every kind including injury arising from or in connection with the operations of the Valley Nature Center, its officers, agents and employees carried out in furtherance of this Agreement. The Valley Nature Center shall carry or cause to be carried public liability, bodily injury insurance on all automobiles used in the operations embraced by this agreement in the amount of \$1,000,000 million combined single limits. The Valley Nature Center shall carry or cause to be carried general liability insurance in the amount of \$1,000,000 million per occurrence naming the City as a covered party. Said insurance policies shall name the City as an additional insured and covered party. Said policies, or duplicate originals thereof, must be filed with the City before any operations contemplated by the Agreement are begun.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY

VALLEY NATURE CENTER

Laura Summy, President

ATTEST:

Hollie Johnston, Director



Standardized Agenda Request Form

Date of Meeting: October 6, 2020		Agenda Item No. (to be assigned by CSO): 2020-3618
From:		
Subject: Approval on the renewal of a Public Purposes Services Contract with Weslaco Bicultural Museum, d.b.a. Weslaco Musuem of Local History and Cultural Art in an amount not to exceed \$63,100 effective October 1, 2020 through September 30, 2021 and authorize the Mayor to execute any related documents. (Staffed by Finance Department)		
Background: The city annually promotes cultural activities and one agency that is funded year after year is the Weslaco Museum that depicts the history of Weslaco and other events.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Vidal Roman	Created/Initiated	
Vidal Roman	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval		
Attachments, if any: Weslaco Musuem Memo, Weslaco Museum Public Purpose Services Contract		
Responsibilities upon Approval:		

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem, District 5
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

Date: October 06, 2020

To: Mayor and City Commission

CC: Mike R. Perez, City Manager

FR: Vidal Roman, Finance Director

Re: Weslaco Museum Public Purposes Services Contract

The City has annually promoted cultural programs for its citizens. This program informs its citizens of history and other cultural events. Whereas the City wishes to continue these services and will extend funding for these services for another year.

Funding will remain the same as the previous year.

Staff recommends approval.

THE STATE OF TEXAS	§	PUBLIC PURPOSE SERVICES
	§	CONTRACT BETWEEN THE CITY
CITY OF WESLACO	§	OF WESLACO AND THE WESLACO
	§	BICULTURAL MUSEUM d.b.a.
COUNTY OF HIDALGO	§	WESLACO MUSEUM OF LOCAL
	§	HISTORY AND CULTURAL ART

This Contract is entered into on this the day of October 2020, by and between the City of Weslaco, a Home-ruled Municipal Corporation of Hidalgo County, Texas (hereinafter called "City") and The Weslaco Bicultural Museum d.b.a. Weslaco Museum of Local History and Cultural Art (hereinafter called "Contractor").

Whereas, City is interested in assisting Contractor in providing the city and citizens of Weslaco with such services that accomplish a legitimate public purpose, as is mandated by Article III, Section 52(a) of the Texas Constitution and such services are desirable by the City of Weslaco and such services are identified below and incorporated herein for all purposes; and

Whereas, City has available certain public funds that may be spent for services which accomplish legitimate public purposes; and

Whereas, the City has negotiated with Contractor to provide these public purpose services to the City of Weslaco; and

Whereas, the Contractor, upon accepting these public funds obligates and commits itself to provide these public purpose services during the duration of this contract; and

Whereas, Contractor is the sole source and only organization or entity that can provide the public purpose services that are described in this contract.

SECTION I.

Contractor agrees to use the public funds it to receive from City to provide the public purpose services described in Exhibit "A" for the duration of the term of this contract and under the conditions set forth herein. Contractor will be acting as an Independent Contractor in the performance of the terms and conditions of this contract. In consideration of the continued provision of the services in the quality and quantity as represented by Contractor to City, City shall make payment to Contractor as provided in Section VII of this contract.

progress of the activities will be submitted on a monthly basis to City. Contractor will, if requested by City, make presentations to the Weslaco City Commission, of the status of the expenditures of public monies and the status of these activities contracted for in this Contract. Contractor acknowledges and agrees that records (as the term is defined under the Texas Open Records Act) produced by the expenditure of funds received from the City hereunder are and will be subject to public disclosure. Contractor will develop procedures to disclose this information to the public. Contractor will have fiduciary duty to the City with respect to the public funds Contractor receives from the City.

SECTION III. DISCRIMINATION PROHIBITED

Contractor agrees not to exclude any person from participating in or be subject to discrimination under any of the program's activities receiving City financial assistance on the ground of race, color, religion, sex, national origin or disability.

SECTION IV. SUSPENSION AND TERMINATION

If Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or Contractor violates any of the agreements or stipulation of this contract, then the Contractor shall have thirty (30) days after the date of notice, in writing, from City to cure or correct such defect or failure unless City requires that the defect should be cured in a shorter time period as set out in such notice, in which case the earlier requirement for correction shall apply. The City may terminate this contract and seek reimbursement of all funds from the City to Contractor hereunder after such period. Contractor shall not be relieved of the liability to the City for damages sustained by the City by virtue of any breach of this contract by Contractor and the City may withhold any payments to Contractor for the purpose as set out and until such time as the exact amount of damages due the City from Contractor is determined. The failure of the City to exercise any right shall in no way constitute a waiver by the City of Weslaco to otherwise demand payment or seek any other relief in law or in equity to which it may justly be entitled.

SECTION V. REVERSION OF ASSETS

Contractor agrees that should it discontinue the operations as provided for herein, then it shall remit all monies relating to any funds to the City upon receipt after the discontinuance of such program. Upon such event, the City is hereby appointed as agent for the purpose of collection of such funds and any unexpended funds remaining will be appropriated to eligible City activities in keeping with the City's budgetary process.

SECTION VI. TIME OF PERFORMANCE

Time of performance for this Contract shall be for seasonal activities during the city's fiscal year, which begins October 1, 2020 and ends September 30, 2021.

SECTION VII. PAYMENTS TO CONTRACTOR

City hereby agrees to pay Contractor Sixty-Three Thousand One Hundred Dollars (\$63,100.00) in twelve (12) equally monthly installments of Five Thousand Two Hundred Fifty-Eight and 33/100 Dollars (\$5,258.33) each for public purpose services and activities in this contract. Contractor shall invoice City and City shall make payment within twenty-one (21) days of invoice date. The invoice shall detail all activities Contractor, expenses incurred, the number of visitors and the activities engaged in that are contracted for in this contract.

SECTION VIII. AUDIT

Contractor agrees to furnish City with an audit certified by a certified public accountant covering the contract year with specific receipts and disbursements of the payments to Contractor hereunder. Contractor agrees to require any such auditor to cooperate with City relating to any inquiries by City as to the provisions of such audit. City may conduct service and/or expenditure audits during the term or for one year after the expiration date hereof. Contractor agrees to furnish any records requested by City and to otherwise cooperate with City in relation to any inquiries made by City in the City audit hereunder.

SECTION IX. DEFAULT

Any signatory party to this Contract, who because of the other party's breach hereof may be required to institute any legal proceedings in relationship to this Contract, and who should prevail in any such legal proceedings, shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing party. The term prevailing party shall mean in the case of the Plaintiff, the party who receives in substantial form or amount the relief sought by such party as set out in the final petition before the court; and as to any Defendant, it shall be considered a prevailing party where the Plaintiff did not substantially recover the relief sought.

SECTION X. VENUE AND REMEDIES

Venue in any suit right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas. This Contract shall be governed, interpreted and enforceable according to the laws of the State of Texas. In addition to any other remedy available by law, it is specifically provided that either party hereto may enforce this Contract by specific performance in a court of competent jurisdiction.

SECTION XI. NOTICES AND ADDRESS

All notices provided to given under this Contract shall be given by certified mail, return receipt requested addressed to the proper party. The date of mailing of any notice under this Contract shall be deemed to be the date such notice is received and shall be effective from such date. The addresses of the parties to this Contract are as follows:

CITY

CITY OF WESLACO

255 S. Kansas Avenue
Weslaco, TX 78596
Attn. City Manager

CONTRACTOR

WESLACO MUSEUM OF LOCAL HISTORY

AND CULTURAL ART
500 S. Texas Avenue
Weslaco, TX 78596
Attn. Executive Director

SECTION XII. PARTIES BOUND

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Contract. The persons signing this Contract on behalf of the City and Contractor warrant that he/she has been duly authorized to execute this Contract and legally bind the City and Contractor to this Contract.

SECTION XIII. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SECTION XIV. AMENDMENT

No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated and subsequent to the date hereof and duly executed by the parties hereto after proper authority has been obtained.

SECTION XV. WAIVER OF DEFAULT

No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Contract shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

SECTION XVI. ENUMERATION OF CONTRACT DOCUMENTS

This Contract shall be in accordance with and subject to the provisions of all documents enumerated herein or which may be attached hereto by mutual consent of the contracting parties at any future date, and are hereby made a part of this Contract unless otherwise provided for. This Contract contains the entire agreement of the parties and cannot be changed except by express written agreement. The Contract document so enumerated is:

- (I) Activities and Public Purpose Services (Exhibit A") (2)
- Intent of Public Purpose Activities (Exhibit "B")

SECTION XVII. LIABILITY INSURANCE

Contractor will provide, upon execution of this Contract, City with a certificate of general liability insurance naming the City of Weslaco as an additional insured, protecting and insuring

Contract will hold harmless and indemnify the City of Weslaco, its elected officials, employees, agents or representatives from all claims, actions and damages that are made and assessed against the City of Weslaco, its elected officials, employees, agents or representatives as a result of Contractor's performance of activities and services under this Contract.

IN WITNESS THEREOF, City and Contractor have executed two (2) conformed copies of this Contract effective as of the date first above written.

CITY OF WESLACO

By: _____
David Suarez, Mayor

ATTEST:

Norma A. Cantu, City Secretary

WESLACO MUSEUM

By: _____
(Executive Director)

Approved as to form:

Juan E. Gonzalez, City Attorney

Exhibit "A"

ACTIVITIES AND PUBLIC PURPOSE SERVICES

Contractor will, for the public funds it is receiving from City, operate and maintain a building facility that will house historical information on Weslaco, works of art such as paintings, displays, present cultural programs to citizens of Weslaco and to the general public.

Exhibit "B"

INTENT OF PUBLIC PURPOSE ACTIVITIES

The City of Weslaco desires that Contractor provide exhibits to citizens of the City of Weslaco that will benefit and assist them in developing an appreciation to cultural arts.



Standardized Agenda Request Form

Date of Meeting: October 6, 2020		Agenda Item No. (to be assigned by CSO): 2020-3619
From:		
Subject: Approval on the renewal of a Public Purposes Services Contract with the Boys and Girl Club of Weslaco in the amount not to exceed \$75,000 for the public purposes services and activities in this contract, effective October 1, 2020 through September 30, 2021 and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)		
Background: The city annually funds the Weslaco Boys & Girls Club to provide services and activities for the children of the community.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Vidal Roman	Created/Initiated	
Vidal Roman	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval		
Attachments, if any: Boys & Girls Club Memo, PUBLIC PURPOSE B&G CLUB OF WESLACO		
Responsibilities upon Approval:		

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem, District 5
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

Date: October 06, 2020

To: Mayor and City Commission

CC: Mike R. Perez, City Manager

FR: Vidal Roman, Finance Director

Re: Weslaco Boys & Girls Club Public Purposes Services Contract

The City has annually promoted cultural and recreational programs for its citizens. The city will continue these services and will extend funding for these services for another year.

Funding will remain the same as the previous year.

Staff recommends approval.

THE STATE OF TEXAS	§	PUBLIC PURPOSE SERVICES
	§	CONTRACT BETWEEN THE
CITY OF WESLACO	§	CITY OF WESLACO AND THE BOYS
	§	BOYS AND GIRLS CLUB OF
COUNTY OF HIDALGO	§	WESLACO

This Contract is entered into on this the__day of October 2020, by and between the City of Weslaco, a Home-ruled Municipal Corporation of Hidalgo County, Texas (hereinafter called "City") and The Boys and Girls Club of Weslaco, Inc. (hereinafter called "Contractor").

Whereas, City is interested in assisting Contractor in providing the city and citizens of Weslaco with such services that accomplish a legitimate public purpose, as is mandated by Article III, Section 52(a) of the Texas Constitution and such services are desirable by the City of Weslaco and such services are identified below and incorporated herein for all purposes; and

Whereas, City has available certain public funds that may be spent for services which accomplish legitimate public purposes; and

Whereas, the City desires to negotiate with Contractor to provide these public purpose services to the City of Weslaco; and

Whereas, the Contractor, upon accepting these public funds obligates and commits itself to provide these public purpose services during the duration of this contract; and

Whereas, Contractor is the sole source and only organization or entity that can provide the public purpose services that are described in this contract.

SECTION I.

Contractor agrees to use the public funds it is to receive from City to provide the public purpose services described in Exhibit "A" for the duration of the term of this contract and under the conditions set forth herein. Contractor will be acting as an Independent Contractor in the performance of the terms and conditions of this contract. In consideration of the continued provision of the services in the quality and quantity as represented by Contractor to City, City shall make payment to Contractor as provided in Section VII of this contract.

SECTION II. RECORDS AND REPORTING

Contractor agrees to furnish City its budget and all related expenditures for the duration of this contract. Contractor will maintain all records of operation for the period of this contract that confirms and establishes that the funds furnished by City are and have been used exclusively for the purposes as outlined and detailed herein. A written report of expenditures and the progress of the activities will be submitted on a monthly basis to City. Contractor will, if requested by City, make presentations to the Weslaco City Commission, of the status of the expenditures of public monies and the status of the activities contracted for in this Contract. Contractor acknowledges and agrees that records (as the term is defined under the Texas Open Records Act) produced by the expenditure of funds received from the City hereunder are and will be subject to public disclosure. Contractor will develop procedures to disclose this information to the public. Contractor will have fiduciary duty to the City with respect to the public funds Contractor receives from the City.

SECTION III. DISCRIMINATION PROHIBITED

Contractor agrees not to exclude any person from participating in or be subject to discrimination under any of the program's activities receiving City financial assistance on the ground of race, color, religion, sex, national origin or disability.

SECTION IV. SUSPENSION AND TERMINATION

If Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or Contractor violates any of the agreements or stipulation of this contract, then the Contractor shall have thirty (30) days after the date of notice, in writing, from City to cure or correct such defect or failure unless City requires that the defect should be cured in a shorter time period as set out in such notice, in which case the earlier requirement for correction shall apply. The City may terminate this contract and seek reimbursement of all funds from the City to Contractor hereunder after such period. Contractor shall not be relieved of the liability to the City for damages sustained by the City by virtue of any breach of this contract by Contractor and the City may withhold any payments to Contractor for the purpose as set out and until such time as the exact amount of damages due the City from Contractor is determined. The failure of the City to exercise any right shall in no way constitute a waiver by the City of Weslaco to otherwise demand payment or seek any other relief in law or in equity to which it may justly entitled.

SECTION V.
REVERSION OF ASSETS

Contractor agrees that should it discontinue the operations as provided for herein, then it shall remit all monies relating to any funds to the City upon receipt after the discontinuance of such program. Upon such event, the City is hereby appointed as agent for the purpose of collection of such funds and any unexpended funds still remaining will be appropriated to eligible City activities in keeping with the City's budgetary process.

SECTION VI.
TIME OF PERFORMANCE

Time of performance for this Contract shall be for seasonal activities during the city's fiscal year, which begins October 1, 2020 and ends September 30, 2021.

SECTION VII.
PAYMENTS TO CONTRACTOR

City hereby agrees to pay Contractor Fifty Thousand and 00/ 100 Dollars (\$75,000.00) in twelve (12) equally monthly installments of Six Thousand Two Hundred Fifty Dollars (\$6,250.00) each for public purpose services and activities in this contract. Contractor shall invoice City and City shall make payment within twenty-one (21) days of invoice date. The invoice shall detail all activities Contractor, expenses incurred, the number of boys and girls served and the activities engaged in that are contracted for in this contract.

SECTION VIII.
AUDIT

Contractor agrees to furnish City with an audit certified by a certified public accountant covering the contract year with specific receipts and disbursements of the payments to Contractor hereunder. Contractor agrees to require any such auditor to cooperate with City relating to any inquiries by City as to the provisions of such audit. City may conduct service and/or expenditure audits during the term or for one year after the expiration date hereof. Contractor agrees to furnish any records requested by City and to otherwise cooperate with City in relation to any inquiries made by City in the City audit hereunder.

SECTION IX.
DEFAULT

Any signatory party to this Contract, who because of the other party's breach hereof may be required to institute any legal proceedings in relationship to this Contract, and who should prevail in any such legal proceedings, shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing party. The term prevailing party shall mean in the case of the Plaintiff, the party who receives in substantial form or amount the relief sought by such party as set out in the final petition before the court; and as to any Defendant, it shall be considered a prevailing party where the Plaintiff did not substantially recover the relief sought.

SECTION X.
VENUE AND REMEDIES

Venue in any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas. This Contract shall be governed, interpreted and enforceable according to the laws of the State of Texas. In addition to any other remedy available by law, it is specifically provided that either party hereto may enforce this Contract by specific performance in a court of competent jurisdiction.

SECTION XI.
NOTICES AND ADDRESS

All notices provided to given under this Contract shall be given by certified mail, return receipt requested, addressed to the proper party. The date of mailing of any notice under this Contract shall be deemed to be the date such notice is received and shall be effective from such date. The addresses of the parties to this Contract are as follows:

CITY

CITY OF WESLACO
255 S. Kansas Avenue
Weslaco, TX 78596
Attn.: City Manager

CONTRACTOR

BOYS' AND GIRLS' CLUB OF
WESLACO
300 N. Airport Drive Suite A
Weslaco, TX 78596
Att n .: Executive Director

SECTION XII.
PARTIES BOUND

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Contract. The persons signing this Contract on behalf of the City and Contractor warrant that he/she has been duly authorized to execute this Contract and legally bind the City and Contractor to this Contract.

SECTION XIII.
LEGAL CONSTRUCTION

In case anyone or more of the provision contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SECTION XIV.
AMENDMENT

No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated and subsequent to the date hereof and duly executed by the parties hereto after proper authority has been obtained.

SECTION XV.
WAIVER OF DEFAULT

No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Contract shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

SECTION XVI.
ENUMERATION OF CONTRACT DOCUMENTS

This Contract shall be in accordance with and subject to the provisions of all documents enumerated herein or which may be attached hereto by mutual consent of the contracting parties at any future date and are hereby made a part of this Contract unless otherwise provided for. This Contract contains the entire agreement of the parties and cannot be changed except by express written agreement. The Contract document so enumerated is:

Statement of Work, EXHIBIT "A"
Attachment, Definition of FIVE SERVICE CORE PROGRAM

SECTION XVII.
LIABILITY INSURANCE

Contractor will provide, upon execution of this Contract, City with a certificate of general liability insurance naming the City of Weslaco as an additional insured, protecting and insuring the City against claims for liability for bodily injury or other damages by youth or other individuals engaged in the activities funded by this Contract. Contract will hold harmless and indemnify the City of Weslaco, its elected officials, employees, agents or representatives from all claims, actions and damages that are made and assessed against the City of Weslaco, its elected officials, employees, agents or representatives as a result of Contractor's performance of activities and services under this Contract.

IN WITNESS THEREOF, City and Contractor have executed two (2) conformed copies of this Contract effective as of the date first above written.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY**

SECRETARY APPROVED AS

TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

BOYS' AND GIRLS' CLUB OF WESLACO

Mary Lopez, **CHIEF PROFESSIONAL
OFFICER (EXECUTIVE DIRECTOR)**

Five Service Core Programs

CHARACTER DEVELOPMENT AND LEADERSHIP DEVELOPMENT empower youth to support and influence their Club and Community, sustain meaningful relationships with others, develop a positive self-image, participate in the democratic process and respect their own and other cultural identities.

Programs include: Teen Supreme Keystone Clubs, Torch Clubs, Youth of the Year, Talking with T.J., Street Smart, SMART Girls, Leadership training for junior staff, voter registration drives, community service project, town hall meetings, youth councils, etc.

EDUCATION AND CAREER DEVELOPMENT enable youth to become proficient in basic educational disciplines, apply learning to everyday situations and embrace technology to optimize employability.

Programs include: Power Hour, Homework help, the Ultimate Journey, tutoring, newspaper Clubs, puzzles, education games (Scrabble, Boggle, Trivial Pursuit, Voyagers, etc.), motivational reading programs, typing skills, Internet exploration, utilizing computer technology to improve the quality of life.

HEALTH AND LIFE SKILLS develop young people's capacity to engage in positive behaviors that nurture their own well being, set personal goals and develop the competencies to live successfully as self sufficient adults.

Programs include: SMART Moves, Broader Horizons, Goals for Growth, youth entrepreneur programs, health and prevention programs, independent living classes.

THE ARTS enable youth to develop their creativity and cultural awareness through knowledge and appreciation to visual and tactile arts and crafts, performing arts and creative writing.

Programs include: Drawing, dance, folk festivals, origami, painting photography, puppetry, sculpture, story telling, and woodworking.

SPORTS, FITNESS AND RECREATION develop fitness, positive use of leisure time, skills for stress management, appreciation for the environment and social and interpersonal skills.

Program includes: Team sports (baseball, basketball, football, soccer, volleyball), individual sports (track & field, tennis, golf, gymnastics, billiards, table tennis, board and table games, martial arts, wrestling), fitness testing aerobics relay races, athletic leagues and tournaments.

EXHIBIT"A"

Statement of Work

The funding of\$ 50,000 will be for paying staff salaries, membership insurance, BGCA Dues, and all equipment necessary to maintain the every day programs of The Boys and Girls Club of Weslaco, INC.

The following services will be performed in the following via the 5 Service Core Programs (see attached for definition of service core program):

1. Provide guidance in behavior and promote health, social education, vocational, and characters development of boys and girls.
2. Provide educational enhancement of computer applications.
3. Provide community- wide programs such as flag football, t-ball, slow pitch, softball, senior and peewee basketball, gymnastics, karate and volleyball.
4. Enhance leadership skill and provide opportunities for planning, decision making and contributing to the club and the community.
5. Provide opportunities for career explorations.
6. Provide a highly enriched remedial program, which concentrates in reading, writing, and arithmetic, arts and crafts, outdoor and environmental education, liberal arts and music.
7. Provide preventive programs such as "SMART Moves," which deal with alcohol abuse, drug abuse, pregnancy prevention, violence prevention, gangs and school dropouts.
8. Provide guidance and counseling for the youth who are referred to Club for community service.

The following services will be maintained as a result of the City fund expenditures:

1. Teen outreach program;
2. Violence prevention programs;
3. on- the Job training program;
4. Promote Membership;
5. Expend the number of members participating daily;
6. Help at risk youth realize their potential growth and development; and
7. Extend our service to teens.

The following type of beneficiaries will be served:

1. At risk youth 6-18 years of age; and
2. Low income children.

The services **will** be provided at the following address/ location(s):

Mayor Pablo G. Pena City Park, at 300 N Airport Dr., 78596



Standardized Agenda Request Form

Date of Meeting: October 6, 2020		Agenda Item No. (to be assigned by CSO): 2020-3634
From: Arnold Becho		
Subject: Approval to accept a reimbursement award of \$1,401.88 from the Texas State Library and Archives Commission for Inter-library Loans made to Texas Public Libraries in State Fiscal Year 2020, accept additional funding if awarded, permission to apply for the program fiscal year 2021 and authorize the Mayor to execute any related documents. (Staffed by Library Department.)		
Background: The Mayor Joe V Sanchez Public Library is eligible to receive a federally funded reimbursement award from the Texas State Library and Archives Commission for participation in the state wide Inter-Library Loan (ILL) program. ILL is a statewide resource sharing initiative and your support helps meet the information needs of Texans. The amount reimbursed depends on the amount of libraries statewide that qualify and can not be estimated at this time. Last year the library was awarded upwards of \$2,000 in reimbursements. Weslaco has one of the most popular ILL programs within Hidalgo County and the library is happy to provide ILL services to the residents of Weslaco. ILL allows residents to checkout books from libraries across the United States. The Federal Reimbursement program further incentivizes this activity. We would also like permission to continue to participate within this program within the new fiscal year.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission: NA		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: NA		
Advisory Review, if any (name of board/committee, date of action, recommendation): None at this time		
Aida Vega Arnold Becho Vidal Roman Mike Perez	Created/Initiated Approved Approved Final Approval	
City Manager Comments: Approve.		
Staff Recommendation:		

Staff recommends approval
Attachments, if any: 2020 Guidelines ILL Lending Reimbursement Program (1), memo - accept award for TSL ILL reimbursement program and reapply for program
Responsibilities upon Approval: Apply for reimbursement and coordinate with Finance for deposit upon receipt.



TEXAS STATE LIBRARY
AND
ARCHIVES COMMISSION



SFY2020 ILL LENDING REIMBURSEMENT PROGRAM GUIDELINES AND TERMS & CONDITIONS

QUESTIONS? Contact Sara Hayes at shayes@tsl.texas.gov or 512-463-5406

Program Description

The Texas State Library and Archives Commission (TSLAC) supports a statewide interlibrary loan program to help assure that Texans will have access to shared library resources to meet learning and information needs.

The Interlibrary Loan Lending Reimbursement Program helps support Texas libraries with partial reimbursements for direct, out-of-pocket costs associated with participating in statewide resource sharing such as staff time, postage, courier, and shipping material costs.

The reimbursements apply to lends made between August 1, 2019 – July 31, 2020. While dispersed after the end of SFY2020, the reimbursement payments do need to be applied to costs associated with resource sharing costs expended *during* the time lends were made. **Please discuss this program with your legal entity's accounting office so they are aware this is federal money and, if approved, to expect the payment after the end of the state fiscal year (August 31, 2020).**

Additional information is available online at <https://www.tsl.texas.gov/ld/ill2020>.

Award Information

The reimbursements are sub awards (or pass through awards) of the Grants to States program from the Texas State Library and Archives Commission's federal funder, Institute of Museum and Library Services (IMLS).

Federal Award Identification Number (FAIN): LS-00-19-0044-19

Catalog of Federal Domestic Assistance (CFDA) Number: 45.310

Eligible participants will receive a flat rate reimbursement for each lend provided to other Texas libraries through the Navigator ILL system between **August 1, 2019 – July 31, 2020**.

Eligibility Information

Public libraries, through their governing authority (city, county, board, or district), are eligible to apply for a reimbursement payment through this program.

Texas academic libraries that have agreed to lend materials to Texas public libraries are also eligible for reimbursement payments based on the number of lends made to Texas Navigator libraries during the eligible time period.

Libraries must lend items to other Texas public libraries using OCLC's Navigator system to be eligible for a reimbursement. OCLC will provide Navigator lending statistics to TSLAC for calculating reimbursements.

Before receiving payment, the library's legal entity (city, county, library board, school) must have a DUNS® Number and current, active System for Award Management (SAM) registration. If the entity's SAM registration is not active and current at the time of the award, payment cannot be dispersed. More information here: <https://www.grants.gov/web/grants/applicants/organization-registration.html>

Libraries' legal entities must also have an Active Direct Deposit Account and Texas Identification Number.

State agencies will be asked for additional information by TSLAC's grants accountant.

There is no requirement for cost sharing, matching funds, or cost participation with this program.

Application and Submission Information

TSLAC recommends potential participants discuss this program with the accounting office of their legal entity due to the payments of federal funds arriving after the close of the state fiscal year ending August 31, 2020.

Application Components:

1. Opt into the program through TSLAC's Grant Management System portal and print out the system generated Grant Application Certification form.
2. Complete and submit the Grant Application Certification form into the Grant Management System portal by July 24, 2020.
*Signed by Legal Entity (City, County, Library Board, University)
3. Complete and submit a Performance Certification form in the Grant Management System by August 31, 2020 after receiving the library's award amount from TSLAC mid-August.
*Signed by Library Director
4. Complete and submit a Single Audit Certification form and submit to TSLAC by December 31, 2020.

Required forms are available in the GMS portal at grants.tsl.texas.gov under the Documents tab in the folder titled "2020 ILL Lending Reimbursement Program".

To request print copies of these forms, contact Sara Hayes at shayes@tsl.texas.gov or 512-463-5406.

Forms submitted after stated deadlines may not be considered for reimbursement.

Submit forms:

Through TSLAC's Grant Management System portal at grants.tsl.texas.gov.

Program Timeline

April 15, 2020	Program opens in GMS
July 24, 2020	Signed Grant Application Certification form due in GMS portal
August 17, 2020	Participants receive notice of reimbursement amount
August 31, 2020	Participation Certification forms due in GMS portal
September 2020	Payments dispersed

Texas State Library and Archives Commission
Library Services and Technology Act (LSTA) – Terms and Conditions

I. GENERAL TERMS AND CONDITIONS

- A. The Subrecipient will comply with the Texas Comptroller of Public Accounts UGMS revised June 2004, located at: <http://www.window.state.tx.us/procurement/catrad/ugms.pdf>
- B. The Subrecipient will comply with Grant Reform 2 CFR Parts §200 and §3187.
- C. *Subrecipient 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, religion 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 disability and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.*
- D. The Subrecipient, *if a private entity*, will comply with Federal law pertaining to trafficking in persons. Subrecipient and its employees may not
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect.
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the award.
- E. The Subrecipient certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Subrecipient shall complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly, as specified in Title 31 U.S. Code, Sec. 1352.
- F. *Subrecipient's authorized representative certifies to the best of his or her knowledge and belief that neither subrecipient nor any of its principals (a) are presently excluded or disqualified; (b) have been convicted within the preceding three years of any of the offenses listed in 2 CFR Part*

§180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 CFR

§180.800 (a); or (d) have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default. Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to these Terms and Conditions.

- G. Subrecipient understands that acceptance of funds under this contract acts as acceptance of duly authorized representatives of TSLAC, IMLS, the Comptroller General of the United States, and the Texas State Auditor's Office, or any successor agencies, to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with said representatives in the conduct of the audit or investigation and agrees to provide access to all records requested necessary to conduct the audit and/or investigation. Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by Sub-Contractors through Subrecipient, and the requirement to cooperate, is included in any sub-grant awarded.
- H. The Subrecipient agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three years after the last State Program Report for the Texas LSTA 5-Year Plan 2018-2022, is submitted on December 31, 2023. The Subrecipient will maintain their records through December 31, 2026.
- I. The Subrecipient agrees to develop or revise, as necessary, any specific written documentation of its current procedures for (1) collecting and reporting performance measures; (2) conducting a fixed asset inventory; and or, (3) any other issues identified in Subrecipient's internal audit report or grant activities. Drafts of this procedural documentation will be submitted to TSLAC by dates established mutually between TSLAC and Subrecipient. TSLAC will provide review and guidance to enable final versions to be approved on or before established deadlines.
- J. Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. Subrecipient understands that the federal awarding agency, IMLS, and TSLAC reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use; and to authorize others to use, for Federal purposes (2 CFR §200.315).
- K. The Subrecipient agrees to submit an audit certification form for the auditable period encompassing August 31, 2020 to TSLAC no later than December 31, 2020, or other deadline as specified by TSLAC.
- L. If a single audit is required, the Subrecipient will comply with the Super Circular (2 CFR §200.512 Report Submission). The audit shall be completed and the required data collection form submitted to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the state agency that provided the funding or a different period is specified in a program-specific audit guide.

II. ENFORCEMENT

- A. Remedies for noncompliance. If Subrecipient materially fails to comply with any term of the contract, whether stated in a state or federal statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TSLAC may take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient, or more severe enforcement action by TSLAC;
 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 partly suspend or terminate the current contract for the Subrecipient's program;
 4. Withhold further awards for the program; or
 5. Take other remedies that may be legally available.
- B. Hearings, appeals. In taking an enforcement action, TSLAC will provide the Subrecipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved.
- C. Effects of suspension and termination. Costs of Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of an award are not allowable unless TSLAC expressly authorized in the notice of suspension or termination, or subsequently. Other Subrecipient costs during suspension or after termination that are necessary, and not reasonably avoidable, are allowable if:
1. The costs resulting from obligations that were properly incurred by the Subrecipient before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are non-cancelable; and,
 2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- D. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under Executive Order 12549 (see UGMS Part III, Subpart C, Sec 35) and state law.
1. The costs resulting from obligations that were properly incurred by the Subrecipient before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are non-cancelable; and,
 2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- E. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under Executive Order 12549 (see UGMS Part III, Subpart C, Sec 35) and state law.

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem, District 5
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

September 15, 2020

To: David Suarez, Mayor; Letty Lopez, Mayor Pro-Tem; Leo Muñoz, Commissioner; Greg Kerr, Commissioner; Jose "J.P." Rodriguez, Commissioner; Adrian Farias, Commissioner; Josh Pedraza, Commissioner; Mike Perez, City Manager
CC: Martin J. Mata, Vidal Roman, MariCarmen Garcia
Fr: Arnoldo Becho, Library Director
Re: Request to approve funding reimbursement award from the Texas State Library Inter Library Loan Reimbursement (ILL) Program

As a service to community members the Mayor Joe V. Sanchez Public Library will borrow books which they do not own from other institutions. The library will in turn loan books from their collection to other institutions as well. The library typically lends between 50 to 100 books per month to partner institutions. Loss of books is very rare, but institutions do cover cost for any lost or damaged book.

As incentive for participation in the ILL program, the Texas State Library will reimburse institutions for postage, material expenditure and other costs. This year the library has been granted approximately \$1,401.88 as a result of its ILL partnership.

The library would also like permission to apply for the program within the 2021 Texas State Library fiscal year.

This agenda item requires no additional funding and adds no cost to the library budget. The funds will be deposited into the general fund unless otherwise directed by Commission. Library staff strongly supports the program and encourages patrons to request inter-library loan books. Please feel free to contact me with any questions, I will be happy to provide additional information. Thank you for the time.

Arnoldo Becho
Library Director, City of Weslaco
Phone: 956.973.3144
Email: abecho@weslacopl.us



Standardized Agenda Request Form

Date of Meeting: October 6, 2020		Agenda Item No. (to be assigned by CSO): 2017-1030	
From: Arnold Becho			
Subject: Approval of a Memorandum of Understanding with Region One for provision of free GED, ESL, and other adult education classes within the library and authorize the Mayor to execute any related documents. (Staffed by Library Department.)			
Background: For greater than 7 years now the library has partnered with Region One to provide free GED and ESL classes to the public. The classes provided by Region One have a proven track record of success and the partnership has been mutually beneficial. There are no financial obligations, and the staff commitment is minimal. The program is administered on a first come first serve basis and has helped many local residents attain their GED and learn English. The program will be instructed virtually until the pandemic subsides to the point that classes may be held in person.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: NA			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: NA			
Advisory Review, if any (name of board/committee, date of action, recommendation): None at this time.			
Arnold Becho		Created/Initiated	
Arnold Becho		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Memo-Collaboration agreement with Region 1 for GED and other adult education classes , Letter_of_Collaboration_Weslaco_Library_2020_to_2021			
Responsibilities upon Approval: The library will provide the space for the classes if they return to in person sessions			

and assist with the needs of instructors. For the time being the library will assist in any way they may to implement the online instruction program.

City Secretary's office: please have Mayor sign the MOU and retain the original.
Please provide an electronic copy of the document to library administration (Martin and Arnoldo).

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem, District 5
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

September 15, 2020

To: David Suarez, Mayor; Letty Lopez, Mayor Pro-Tem; Leo Muñoz, Commissioner; Gregory Kerr, Commissioner; Jose "J.P." Rodriguez, Commissioner; Adrian Farias, Commissioner; Josh Pedraza, Commissioner; Mike Perez, City Manager

CC: Martin J. Mata

Fr: Arnoldo Becho, Library Director

Re: Request to approve a Memorandum of Understanding with Region One for provision of free GED classes and other adult education opportunities within the library

For greater than 7 years now the library has partnered with Region One to provide free GED and ESL classes to the public. The classes provided by Region One have a proven track record of success and the partnership has been mutually beneficial. The Memorandum of Understanding (MOU) in question outlines the responsibilities of both parties for execution of the partnership. The program will be instructed virtually until the pandemic subsides to the point that classes may be held in person.

This year's MOU is virtually unchanged from the previous seven iterations which served us well. There are no financial obligations, and the staff commitment is minimal, especially considering the benefit to the public. The program is administered on a first come first serve basis and has helped many local residents attain their GED. The library strongly supports approval.

This program is an excellent public service that we are happy to have the opportunity to provide to our customers. Please feel free to contact me with any questions, I will be happy to provide additional information. Thank you for the time.

Arnoldo Becho
Library Director, City of Weslaco
Phone: 956.973.3144
Email: abecho@weslacopl.us

Memorandum of Understanding

Between

**Region One Education Service Center
Office of Adult Education**

And

**Mayor Joe V. Sanchez Public Library
(Weslaco Public Library)**

This Agreement is entered into between the Region One Education Service Center's Adult Education Program, hereinafter referred to as "Region One ESC " and the Mayor Joe V. Sanchez Public Library (Weslaco Public Library), a local institution hereinafter referred to as "Weslaco Public Library" for the purpose of establishing an adult education and literacy program for eligible participants under provisions of the Adult Education and Family Literacy Act, Title II of the Workforce Innovation and Opportunity Act for a period beginning July 1, 2020 and ending June 30, 2021.

I. SCOPE OF SERVICES

Region One ESC agrees to provide:

- qualified instructional and administrative personnel to provide a well-designed adult education and literacy instructional program
- professional development for adult education personnel
- instructional materials for adult education courses
- instructional supplies as appropriate
- assessment instruments to establish academic functional levels and/or progress of participants
- appropriate fiscal accountability
- end of year programmatic performance reports

Weslaco Public Library agrees to provide:

- appropriate, safe and secure facilities for the implementation of instructional services to adult learners
- assistance to Region One staff with the recruitment of students
- access to Internet services

II. CIVIL RIGHTS STATEMENT

The parties to this Agreement shall:

Comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), The American Disabilities Act of 1990 (P.L. 101-336), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, the parties agree to comply with Title 40, Chapter 73, of the Texas Administrative Code. These provide in part that no persons shall, on the grounds of race, color, national origin, sex, age, disability, political, or religious beliefs be excluded from participation in, or denied, any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination and the Texas Revised Civil Statutes Article 4419b-4, Sections 5.03 and 5.04 (relating to workplace and confidentiality guidelines regarding AIDS and HIV).

III. TERMINATION OF MEMORANDUM OF UNDERSTANDING

During the term of this Agreement, if either party becomes unable or fails to satisfactorily provide the services under this Agreement or decides to terminate for no cause, the Agreement may be terminated by either party with a thirty (30) day written notice.

The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

Executed this ____ day of _____, 20____.

Grantor : Weslaco Public Library

Address: 525 S. Kansas Avenue

City/St/Zip: Weslaco, TX 78596

Contractor: Region One Education Service Center

Address: 1900 W. Schunior

City/St/Zip: Edinburg, TX 78541

Superintendent or Designee

Dr. Cornelio Gonzalez
Dr. Cornelio Gonzalez, Executive Director



Standardized Agenda Request Form

Date of Meeting: October 6, 2020		Agenda Item No. (to be assigned by CSO): 2020-3614	
From: Joel Rivera			
Subject: Authorization to accept the 2020 COPS Office School Violence Prevention Program (SVPP) Grant #2020SVWX0124 in the amount of \$330,450.00 with NO MATCH REQUIRED and all reoccurring costs paid by WISD to purchase approved radio equipment and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The FY 2020 COPS Office School Violence Prevention Program (SVPP) provides funding directly to states, units of local government, Indian tribes, and its public agencies to improve security at schools and on school grounds in the jurisdiction of the grantee through evidence-based school safety programs.			
Funding Source (budget code, if applicable): COPS Office			
Amount: \$330,450.00		Term of Impact: 36 months	Identified in Current Budget: No
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Robert Lopez		Created/Initiated	
Robert Lopez		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Recommend Approval			
Attachments, if any: COPS Office School Violence Prevention Program Award #2020SVWX0124			
Responsibilities upon Approval: The awarded Government Executive/Financial Officer (GE/FO) will need to establish an electronic signature in NexGen in order to electronically sign important documents in the grant management process and accept the award. Please contact the COPS Office Response Center at 800-421-6770 or send an email to askCopsRC@usdoj.gov to learn more about the award acceptance process and establish e-signatures.			



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

September 1, 2020

Mayor David Suarez
Weslaco Police Department
901 North Airport Drive

Weslaco, TX 78596

Re: COPS Office School Violence Prevention Program Award #2020SVWX0124
ORI#: TX10814

Dear Mayor Suarez:

Congratulations on your agency's award for \$330,450.00 in federal funds over a three-year award period under the 2020 COPS Office School Violence Prevention Program (SVPP). The local cash match required for this award will be \$0.00. Your agency may use SVPP award funds to improve security at schools and on school grounds within your jurisdiction through evidence-based school safety programs.

A list of conditions that apply to your award is included in the SVPP Award Terms and Conditions in your award package. If applicable to your agency, Additional Award Notifications are included at the end of this letter and are incorporated by reference as part of this letter. In addition, a limited number of agencies may be subject to Special Conditions because of high risk designation or other unique circumstances. If applicable to your agency, these Special Conditions will be found in an Award Document Supplement in your award package. You should read and familiarize yourself with these conditions. **To officially accept your award, the Award Document must be signed electronically via the Account Access tab in the COPS Office website at www.cops.usdoj.gov.**

The awarded Government Executive/Financial Officer (GE/FO) will need to establish an electronic signature in NexGen in order to electronically sign important documents in the grant management process and accept the award. Please contact the COPS Office Response Center at 800-421-6770 or send an email to askCopsRC@usdoj.gov to learn more about the award acceptance process and establish e-signatures.

Please note that the Account Access tab will link to additional award acceptance guidance after September 22, 2020. After this date, the NexGen Agency Portal Login will also no longer be available.

Recipients that have not signed the award document prior to September 22, 2020, will be required to complete the award acceptance process and all future award management activities in the Department of Justice's [Justice Grants System \(JustGrants\)](#) which will launch on October 15, 2020. To accommodate this transition, the COPS Office has extended the award acceptance period from 45 to 65 days from the date of this letter.

The official award start date is 09/01/2020. Therefore, you can be reimbursed for allowable and approved expenditures made on or after this date. Please carefully review the Financial Clearance Memorandum (FCM) included in your award package to determine your approved budget, as the COPS Office may not have approved some of your requested items during the budget review process. The FCM will specify the final award amount and will identify any disallowed costs.

Supplemental materials for FY 2020 SVPP award recipients can be found at <https://cops.usdoj.gov/svpp>. We strongly encourage you to visit this site as soon as possible to access a



variety of important and helpful documents that will assist you with the implementation and management of your award. Helpful items include the FY 2020 SVPP Award Owner's Manual, which specifies the legal, programmatic, and financial terms, conditions, and requirements of your award. In addition, the above website link include the forms and instructions necessary to begin drawing down funds for your award. Please also ensure that you print out a copy of your application and maintain it with your award file records.

Once again, congratulations on your FY 2020 SVPP award. If you have any questions about your award, please do not hesitate to call your Grant Program Specialist through the COPS Office Response Center at 800-421-6770.

Sincerely,

A handwritten signature in black ink that reads "Phil Keith". The signature is written in a cursive, flowing style.

Phillip E. Keith, Director

Additional Award Notification





U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

Award Document

COPS Office School Violence Prevention Program (SVPP)
CFDA – 16.710 – Public Safety Partnership and Community Policing Grants
Treasury Account Symbol (TAS) 15X0406

Award Number: 2020SVWX0124

ORI Number: TX10814

OJP Vendor Number: 746002544

Applicant Organization's Legal Name: Weslaco Police Department

Applicant's System for Award Management (SAM) name: Weslaco, City Of

DUNS Number: 0365627670000

Government Executive: Mayor David Suarez

Award Start Date: 09/01/2020

Award End Date: 08/31/2023

Award Amount: \$330,450.00

The FY 2020 COPS Office School Violence Prevention Program (SVPP) provides funding directly to states, units of local government, Indian tribes, and its public agencies to improve security at schools and on school grounds in the jurisdiction of the grantee through evidence-based school safety programs. The COPS Office SVPP award is for two years in duration and provides up to 75 percent of the approved budget with a maximum federal share of \$500,000 per award. SVPP recipients must contribute a minimum local cash share of 25 percent towards the total cost of the approved project during the award period.

The Financial Clearance Memorandum (FCM) included in your award package is incorporated by reference into this Award Document and shall become part of this Award Document. By signing this Award Document, the recipient agrees to abide by all FY 2020 COPS Office School Violence Prevention Program (SVPP) Award Terms and Conditions; the approved budget in the FCM; and, if applicable, the Special Award Conditions and/or High Risk Conditions in the Award Document Supplement.

Phillip E. Keith, Director

Date: 09/09/2020

(Signature Pending)

Signature of the Financial Official with the Authority to

(Date Pending)

Date

Accept this Grant Award

False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any remedy available by law to the Federal Government.

U.S. Department of Justice
Office of Community Oriented Policing Services

**2020 COPS Office School Violence Prevention Program (SVPP)
Award Terms and Conditions**

By signing the Award Document to accept this COPS Office **School Violence Prevention Program (SVPP)** award, your agency agrees to abide by the following award terms and conditions:

1. Award Owner's Manual. The recipient agrees to comply with the terms and conditions in the applicable 2020 COPS Office Program Award Owner's Manual; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.); the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

2. Assurances and Certifications. The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

3. Allowable Costs. The funding under this award is for the payment of approved costs for SVPP purposes. The allowable costs approved for your agency's award are limited to those listed in the Financial Clearance Memorandum (FCM), which is included in your agency's award package. The FCM specifies the costs that your agency is allowed to fund with your award. In accordance with 2 C.F.R. § 200.400(g), the recipient must forgo any profit or management fee. Your agency may not use award funds for any costs not identified as allowable in the FCM.

4. Comprehensive School Safety Assessments. Recipients awarded funding through the SVPP must conduct comprehensive school safety assessments for all schools involved in the funded project within 12 months of accepting the award. The assessments should be completed as soon as possible as they can be used as strategic evaluation tools to identify school safety issues and potential resolutions. This condition can be waived for recipients that can demonstrate that comprehensive school safety assessments have already been performed or updated within the previous three years for the affected schools. The COPS Office will monitor SVPP grants to ensure that recipients comply with this condition.

5. Extensions. Your agency may request an extension of the award period to receive additional time to implement your award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. § 200.308(d)(2).

6. Modifications. Award modifications under the SVPP are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308. For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, all modification requests involving new budget items or any budget modification that changes the scope of the project requires prior written approval by the COPS Office prior to their implementation. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

7. Information Sharing with Law Enforcement. Recipients are required to ensure that schools within their jurisdiction share school threat information and data with the appropriate local law enforcement agencies. In order to ensure that first responders have adequate familiarity with school-specific safety features and

procedures (target hardening, evacuation plans, etc.):

1. Within 90 days after accepting the award, recipients are required to notify local law enforcement and fire agencies in their jurisdiction of the award and the planned school safety improvements under the award.
2. Provide local law enforcement and fire agencies in their jurisdiction with copies of school safety plans unless sharing such information is prohibited by local laws. Recipients will report that this has been completed through regular progress report submissions.

Depending on the project funded, the COPS Office may require a memorandum of understanding (MOU) or letter agreement between major partners describing roles and responsibilities in order to ensure proper collaboration and coordination. Your COPS Office Grant Program Specialist will be able to answer any questions you may have about these important information sharing and coordination requirements.

8. Reports/Performance Goals. To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic progress reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R §§ 200.327 – 200.328. The progress report is used to track your agency's progress toward implementing school safety strategies and to collect data to gauge the effectiveness of increasing the recipient's capacity to improve school safety through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

9. Award Monitoring Activities. Federal regulations requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and implementing evidence-based school safety strategies and programs. Both aspects of award implementation — compliance and programmatic benefits — are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office may include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after submission of the final expenditure report. 2 C.F.R. § 200.328(e), and 2 C.F.R. §§ 200.333 and 200.336.

10. Federal Civil Rights. The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition —

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also

may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

11. Equal Employment Opportunity Plan (EEOP). All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

12. False Statements. False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Duplicative Funding. The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

14. Additional High-Risk Recipient Requirements. The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.207.

15. System for Award Management (SAM) and Universal Identifier Requirements. The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management and Universal Identifier Requirements

A. *Requirement for System for Award Management*

Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. *Requirement for unique entity identifier*

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.

2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. *Definitions*

For purposes of this award term:

1. *System for Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 C.F.R. Part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.330).
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. *Subrecipient* means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.

16. Reporting Subawards and Executive Compensation. The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

- I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. You must report each obligating action described in paragraph a.1. of this award term to <https://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.*

You must report the information about each obligating action that the submission instructions posted at <https://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if —
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received —
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total

compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <https://www.sam.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. Entity means all of the following, as defined in 2 C.F.R. Part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. *Executive* means officers, managing partners, or any other employees in management positions.
3. *Subaward*:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. *Subrecipient* means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
 - i. *Salary and bonus.*
 - ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all

salaried employees.

- iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- v. *Above-market earnings on deferred compensation which is not tax-qualified.*
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

17. Debarment and Suspension. The recipient agrees not to award federal funds under this program to any party, which is debarred or suspended from participation in Federal assistance programs. 2 C.F.R. Part 180 (Governmentwide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

18. Employment Eligibility. The recipient agrees to complete and keep on file, as appropriate, a Department of Homeland Security, U.S. Citizenship and Immigration Services Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

19. Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information. The recipient agrees not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award; a gross waste of federal funds; an abuse of authority relating to a federal contract or award; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. The recipient also agrees to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

20. Mandatory Disclosure. Recipients and subrecipients must timely disclose in writing to the COPS Office or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM, and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.338.

21. Conflict of Interest. Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in accordance with 2 C.F.R. § 200.112.

22. Contract Provision. All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200 — Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

23. Restrictions on Internal Confidentiality Agreements. No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department

or agency authorized to receive such information. *Consolidated Appropriations Act, 2020, Public Law 116-93, Division C, Title VII, Section 742.*

24. Recipient Integrity and Performance Matters. For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active awards, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2. of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of an award, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5. of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:

- i. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
- ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
- iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2. of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. *Reporting Frequency*

During any period of time when you are subject to the requirement in paragraph 1. of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, award, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. *Definitions*

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or award. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active awards, cooperative agreements, and procurement contracts includes —

- (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
- (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

25. Computer Network Requirement. The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. *Consolidated Appropriations Act, 2020, Public Law 116-93, Division B, Title V, Section 527.*

26. Travel Costs. Travel costs for transportation, lodging and subsistence, and related items are allowable under the SVPP with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.474.

27. Sole Source Justification. Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of \$250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.324(b)(2).

28. Public Release Information. The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, reports, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

"This project was supported, in whole or in part, by federal award 2020SVWX0124 awarded to Weslaco Police Department by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

The Internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity."

29. Criminal Intelligence Systems. Recipients using award funds to operate an interjurisdictional criminal intelligence system must comply with the operating principles of 28 C.F.R. Part 23. By signing the Reviews and Certifications in the application, the recipient assured the COPS Office that it will comply with the requirements of 28 C.F.R. Part 23.

30. State Information Technology Point of Contact. The recipient agrees to ensure that the appropriate State Information Technology Point of Contact receives written notification regarding any technology or information-sharing project funded by this award during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

31. News Media. The recipient agrees to comply with the COPS Office policy on contact with the news media. The

policy establishes the COPS Office Communications Division as the principal point of contact for the news media for issues relevant to the COPS Office or parameters of this award. The recipient agrees to refer all media inquiries on these topics directly to the COPS Office Communications Division at 202-514-9079.

32. Paperwork Reduction Act Clearance and Privacy Act Review. The recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

33. Copyright. If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

"This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes, and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only."

34. Local Match. Recipients are required to contribute a local match of at least 25 percent toward the total cost of the approved award project, unless waived in writing by the COPS Office. The local match must be a cash match and must be paid during the award period. 34 U.S.C. § 10551(f).

35. Contracts and/MOUs with Other Jurisdictions. The recipient understands and agrees that the equipment, technology, supplies, services, training, civilian positions, and other costs funded with this SVPP award may only be used to benefit schools within the recipient's jurisdiction.



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

Financial Clearance Memorandum

COPS Office School Violence Prevention Program (SVPP)

To: Mayor Suarez

Re: Financial Clearance Memorandum

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions/Adjustments are noted below.

ORI#: TX10814 Award #: 2020SVWX0124

Budget Category	Proposed	Approved	Change
B. Civilian and Non-Sworn Personnel	\$0.00	\$0.00	\$0.00
C. Equipment and Technology	\$319,840.00	\$319,840.00	\$0.00
D. Supplies	\$0.00	\$0.00	\$0.00
E. Travel, Training, and Conferences	\$0.00	\$0.00	\$0.00
F. Contracts and Consultants	\$0.00	\$0.00	\$0.00
G. Other Costs	\$10,775.00	\$10,610.00	-\$165.00
H. Indirect Costs	\$0.00	\$0.00	\$0.00

B. Civilian and Non-Sworn Personnel

Item	Cost	Qty	Total	Change	Reason
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C. Equipment and Technology

Item	Cost	Qty	Total	Change	Reason
P25 Trunking 7/800 Encrypted Portable Radios	\$1,999.00	160	\$319,840.00	\$0.00	

D. Supplies

Item	Cost	Qty	Total	Change	Reason
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E. Travel, Training, and Conferences

Item	Cost	Qty	Total	Change	Reason
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F. Contracts and Consultants

Item	Cost	Qty	Total	Change	Reason
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G. Other Costs

Item	Cost	Qty	Total	Change	Reason
P25 Portable Radio Programming	\$45.00	160	\$7,200.00	\$0.00	
P25 Portable Radio Template Fee	\$150.00	1	\$150.00	\$0.00	
Trip Charge	\$0.00	0	\$0.00	\$165.00	-
Shipping	\$100.00	1	\$100.00	\$0.00	
P25 Portable Radio Re-programming	\$20.00	158	\$3,160.00	\$0.00	

H. Indirect Costs

Item	Cost	Qty	Total	Change	Reason
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Total Budget Costs: 330,450.00	Federal Share: 330,450.00	Applicant Share: 0.00
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Budget Cleared Date: 09/15/2020

Overall Comments:

All costs listed in this budget were programmatically approved based on the final Budget Detail Worksheets submitted by your agency to the COPS Office. Warranties, maintenance and/or service contracts must not exceed 36 months. Prior to the obligation, expenditure or drawdown of award funds for non-competitive contracts in excess of \$250,000, the recipient must submit a sole source justification to the COPS Office for review and approval. Prior to the obligation, expenditure, or drawdown of award funds for consultant fees in excess of \$650 per day when the consultant is hired through a noncompetitive bidding process, approval must be obtained from the COPS Office. If the

vendor number on this form differs from the EIN number included in your application, then for administrative purposes only, we are assigning a different vendor number to your agency. The reason for this administrative change is that your original EIN number has been assigned to another agency. If this applies to your agency, please use the new vendor number on all financial documents related to this award. The vendor number should not be used for IRS purposes and only applies to this award.

Budget is approved for the COPS Office SVPP purpose areas under 34 U.S.C. § 10551(b)(5)-(9). Technology and Equipment funded under SVPP must be compliant with all applicable codes, including building and life safety codes. Equipment items with a per unit cost of less than \$5,000 were reallocated into Supplies based on cost criteria. Software and licenses were reallocated to the Other Costs Category. SVPP award recipients are required to contribute a local match of at least 25 percent towards the total cost of the approved award project, unless waived in writing by the COPS Office. 34 U.S.C. § 10551(f). The local match must be a cash match and must be paid during the award period.

Award funds must not be intermingled with funding from previous grants.

Additional Comments:

N/A

Local match waiver granted.



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment Special Condition

By signing the Award Document to accept this award, the recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR § 200.216.

Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.

2. C.F.R. § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232





Standardized Agenda Request Form

Date of Meeting: October 6, 2020		Agenda Item No. (to be assigned by CSO): 2020-3617
From:		
Subject: Approval of Memorandum of Understanding between Weslaco Police Department First Offender Program(WPD FOP) and Weslaco Counseling Center (WCC), PLLC and authorize the Mayor to execute any related documents. (Staffed by Police Department.)		
Background: The purpose of this MOU is to establish a collaborative relationship between WPD FOP and WCC PLLC to promote emotional wellness of individuals and their families by providing supportive, psycho educational, and therapeutic counseling services by WCC, PLLC		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Roxanne Saavedra		Created/Initiated
Robert Lopez		Approved
Mike Perez		Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Weslaco Police Department recommends acceptance of this memorandum.		
Attachments, if any: MOU WPD First Offender Program and Weslaco Counseling Center PLLC		
Responsibilities upon Approval: Upon approval, Weslaco Police Administration will process and submit appropriately.		



Psychotherapy for individuals, couples, and families

1009 S. Utah Avenue Suite A
Weslaco, Texas 78596
Weslacocounseling@gmail.com
<https://weslaco-counseling.weebly.com>

Memorandum of Understanding
Between
Weslaco Police Department First Offender Program
And
Weslaco Counseling Center, PLLC.

This Memorandum of Understanding (MOU) is executed between Weslaco Police Department First Offender Program and Weslaco Counseling Center, PLLC. (WCC, PLLC). The First Offender Program is a program designed to help divert juveniles from the juvenile justice system and to reduce repeated offenses.

This MOU is for the purpose of establishing a collaborative relationship between Weslaco Police Department First Offender Program and Weslaco Counseling Center, PLLC. to promote emotional wellness of individuals and their families by providing supportive, psychoeducational, and therapeutic counseling services by WCC, PLLC.

The First Offender Program agrees to:

- Refer clients by use of the Referral Form provided by WCC, PLLC.
- Complete the form in its entirety, including entering accurate insurance information for each referral.
- Coordinate on behalf of their client and WCC, PLLC clinicians by providing the needed forms to the clients and/or guardians for signatures for those families who may be computer illiterate or who do not have the technology necessary to produce and send the signed forms to WCC, PLLC.

WCC, PLLC agrees to:

- Provide the referred client with an appointment within two weeks of receiving the referral.
- Immediately inform the First Offender Program representative if an appointment is not available within the two weeks period.
- Provide the First Offender Program representative with a Treatment Summary of every referred client at inception and termination of treatment.
- Clinician will provide First Offender Program representative with attendance and client progress information over the telephone when requested by the representative or as considered necessary by the Clinician.

Each party to this MOU hereby agrees to indemnify, defend, and hold harmless the other party, including officers, directors, and employees, and property from the indemnified party, against

any and all claims, demands, losses, liabilities, actions, liens, lawsuits, and other proceeding judgments and awards, and from all costs and expenses including without negligence, willful misconduct or performance of services or work beyond the scope of the Memorandum of Understanding of the indemnifying party for any of its partners, officers, directors, agents, or employees.

This collaborate agreement will be enforced in effect from September 1, 2020 through August 31, 2021. This MOU may be terminated by either of the parties when conditions indicate inefficient or ineffective use of resources provided a written notice is received thirty days prior to the proposed termination date.



Marisa G. Ugalde, DPC, LCSW-S
Administrative Director
Weslaco Counseling Center, PLLC.

9-17-20
Date

Joel Rivera
Chief of Police
Weslaco Police Department

Date



Standardized Agenda Request Form

Date of Meeting: October 6, 2020		Agenda Item No. (to be assigned by CSO): 2020-3626	
From: Joel Rivera			
Subject: Authorization to accept Office of Justice Programs and Department of Justice Edward Byrne Memorial Justice Assistance Grant Program Award #2020-DJ-BX-0825 in the amount of \$10,633.00 with NO MATCH REQUIRED to purchase equipment and supplies for the Crime Victims Program and First Offender Program and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: JAG funds awarded to a unit of local government under this FY 2020 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice.			
Funding Source (budget code, if applicable): BJA Grant Funding			
Amount: \$10,633.00		Term of Impact: 24 months	Identified in Current Budget: No
Additional Action Prompted: Mayor's Signature Budget Amendment			
If item previously considered, provide date and action by Commission: Approved on regular Meeting 08/04/2020, Consent Item 2020-3475.			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Robert Lopez		Created/Initiated	
Robert Lopez		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Recommend Approval			
Attachments, if any: JAG AWARD REPORT Grant #2020-DJ-BX-0825 \$10,633.00, JAG PostAwardInstructions \$10,633, JAG OCFO_2014Financial_Guide, \$10,633			

Responsibilities upon Approval:

Finance will be responsible for FSR. HR will ensure EEOP is up to date and complete.



Department of Justice (DOJ)

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 19, 2020

Chief Joel Rivera
City of Weslaco
255 S. Kansas Ave
Weslaco, TX 78596-6158

Dear Chief Rivera:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Weslaco for an award under the OJP funding opportunity entitled "JAG Local: Eligible Allocation Amounts of Less than \$25,000." The approved award amount is \$10,633. These funds are for the project entitled Weslaco Police Department Crime Victims and First Offender Programs.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Weslaco accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Kandia Conaway, Program Manager at (202) 514-9205; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan", is located below the "Sincerely," text.

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)

Office of Justice Programs

Office of Civil Rights

Washington, DC 20531

September 19, 2020

Chief Joel Rivera
City of Weslaco
255 S. Kansas Ave
Weslaco, TX 78596-6158

Dear Chief Rivera:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 30

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

City of Weslaco
255 S. Kansas Ave
Weslaco, TX 78596-6158

4. AWARD NUMBER: 2020-DJ-BX-0825

5. PROJECT PERIOD: FROM 10/01/2019 TO 09/30/2021
BUDGET PERIOD: FROM 10/01/2019 TO 09/30/2021

6. AWARD DATE 09/19/2020

7. ACTION

Initial

2a. GRANTEE IRS/VENDOR NO.

746002545

8. SUPPLEMENT NUMBER

00

2b. GRANTEE DUNS NO.

036562767

9. PREVIOUS AWARD AMOUNT

\$ 0

3. PROJECT TITLE

Weslaco Police Department Crime Victims and First Offender Programs

10. AMOUNT OF THIS AWARD

\$ 10,633

11. TOTAL AWARD

\$ 10,633

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.738 - Edward Byrne Memorial Justice Assistance Grant Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Joel Rivera
Chief of Police

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	OFC.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		10633

21. VDJUGT3604



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 30

PROJECT NUMBER 2020-DJ-BX-0825

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 30

PROJECT NUMBER 2020-DJ-BX-0825

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2020-DJ-BX-0825

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 5 OF 30

PROJECT NUMBER 2020-DJ-BX-0825

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 6 OF 30

PROJECT NUMBER 2020-DJ-BX-0825

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.



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31. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; unallowable costs; notification
1. If the recipient is a "State," a local government, or a "public" institution of higher education:
- A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded wholly or partly with award funds is subject to any "information-communication restriction."
- B. Also, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in par. 1.A of this condition) that would be reimbursed wholly or partly with award funds was subject to any information-communication restriction.
- C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in par. 1.A of this condition, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: information-communication restrictions; ongoing compliance."
- D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in par. 1.A of this condition, may be subject to any information-communication restriction. Also, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.
2. Any subaward (at any tier) to a subrecipient described in par. 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.
3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... information-communication restrictions; ongoing compliance" award condition.
4. Rules of Construction
- A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition.
- B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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32. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: information-communication restrictions; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in paragraph 1.A of this condition) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in paragraph 1.A of this condition, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in paragraph 1.A of this condition, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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33. Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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34. No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance

1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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SPECIAL CONDITIONS

35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

- A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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37. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



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38. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



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39. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" funded (wholly or partly) by this award, as of the date the recipient accepts the award, and throughout the rest of the award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations--including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain" in the U.S., and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside" the U.S.--within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of-

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under 34 USC 10251(a)(7)) as of January 1, 2020.

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that-

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.



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- (7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.
- (8) A "public" institution of higher education is one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")
- (9) "Program or activity" means what it means under 42 USC 2000d-4a.
- B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.
- IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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40. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 USC 10251(a)(7)).

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or



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(b) has the effect of preventing or of significantly delaying or complicating.

(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

41. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

43. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.



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44. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

45. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

46. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.



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47. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

48. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2020-DJ-BX-0825

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

49. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

50. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

51. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

52. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

53. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

54. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.



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SPECIAL CONDITIONS

55. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

56. JAG FY 2020 - Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019 [BJA]

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2019), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

57. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

58. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at [https:// www.bja.gov/ Login.aspx](https://www.bja.gov/Login.aspx) to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at [https:// www.bja.gov/ profile.aspx](https://www.bja.gov/profile.aspx). Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at [https:// www.bja.gov/ SuccessStoryList.aspx](https://www.bja.gov/ SuccessStoryList.aspx).



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SPECIAL CONDITIONS

59. Initial period of performance; requests for extension

The recipient understands that the initial period of performance for this award is two years. The recipient further understands that any requests for an extension of the period of performance for this award will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Weslaco

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

 Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance	GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY	
	Grant	
	PROJECT NUMBER 2020-DJ-BX-0825	PAGE 1 OF 1
This project is supported under FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)		
1. STAFF CONTACT (Name & telephone number) Kandia Conaway (202) 514-9205	2. PROJECT DIRECTOR (Name, address & telephone number) Robert Lopez Assistant Chief 255 S. Kansas Ave Weslaco, TX 78596-6158 (956) 968-8591 ext.2010	
3a. TITLE OF THE PROGRAM JAG Local: Eligible Allocation Amounts of Less than \$25,000		3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)
4. TITLE OF PROJECT Weslaco Police Department Crime Victims and First Offender Programs		
5. NAME & ADDRESS OF GRANTEE City of Weslaco 255 S. Kansas Ave Weslaco, TX 78596-6158	6. NAME & ADDRESS OF SUBGRANTEE	
7. PROGRAM PERIOD FROM: 10/01/2019 TO: 09/30/2021	8. BUDGET PERIOD FROM: 10/01/2019 TO: 09/30/2021	
9. AMOUNT OF AWARD \$ 10,633	10. DATE OF AWARD 09/19/2020	
11. SECOND YEAR'S BUDGET	12. SECOND YEAR'S BUDGET AMOUNT	
13. THIRD YEAR'S BUDGET PERIOD	14. THIRD YEAR'S BUDGET AMOUNT	
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs. This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information		

sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.

NCA/NCF



Office of the Chief Financial Officer
Grant Award and Financial Management Information

Postaward Instructions

April 2020

Postaward Instructions

Grantees should take the following steps for the financial administration of awards from the Office of Justice Programs (OJP) and the Office on Violence Against Women (OVW).

Step 1. Complete financial point of contact registration

Step 2. Review the award and special conditions

Step 3. Read the guidelines

Step 4. Complete and return the Automated Clearing House form

Step 5. Access payment using the Grant Payment Request System

Step 6. Fulfill reporting requirements

Step 7. Initiate closeout

Step 8. Review top 10 frequently asked questions

Office of the Chief Financial Officer Postaward Instructions

STEP 1 – Complete Financial Point of Contact Registration

The Office of Justice Programs (OJP) and the Office on Violence Against Women (OVW) process awards through the OJP Grants Management System (GMS). OJP and OVW notify grantees of award approval by email through GMS. Once OJP and OVW approve an award, they send a notice through GMS to the email address of the Grant Point of Contact (GPOC), as well as to the authorized grantee official. OJP and OVW also notify grantees by email through GMS when they release awards. OJP and OVW do not mail paper copies of awards to award recipients.

When the GPOC receives an email notification announcing award of a grant, the GPOC should go to GMS to assign a Financial Point of Contact (FPOC).

The GPOC will not be able to access the award until registration for at least one FPOC is complete.

GMS is accessible at:

<https://grants.ojp.usdoj.gov>

Instructions on assigning, registering, and approving an FPOC is accessible at:

http://www.ojp.usdoj.gov/training/pdfs/gms_userguide.pdf

OJP grantees may contact the GMS Helpdesk at 1–888–549–9901 (choose option 3) or
GMS.HelpDesk@usdoj.gov

OVW grantees may contact OVW GMS Support at 1–866–655–4482 or
OVW.GMSSupport@usdoj.gov.

Once the FPOC completes registration, the GPOC may then access the award.

April 2020

Office of the Chief Financial Officer Postaward Instructions

STEP 2 - Review Award and Special Conditions

Once a financial point of contact (FPOC) completes registration (see step 1), the grant point of contact (GPOC) will be able to view the award online.

If in agreement with the terms and conditions, the **authorized recipient official** must sign and date the agreement (**electronic or physical ink “wet” signature**), initial the special conditions, and email both the signed agreement and initialed special condition pages to the OJP Control Desk or OVW to:

OJP	OVW
acceptance@usdoj.gov	OVW.Acceptance@usdoj.gov

The GPOC must approve an FPOC before an award can be accessed in the GMS.

If the authorized recipient official has changed, the grantee should not alter the preprinted name in box 18 of the award. The GPOC will have to initiate a grant adjustment notice (GAN) in GMS to notify the Program Office of this change. Grantees have the capability to initiate a GAN by logging in to GMS at <https://grants.ojp.usdoj.gov> and selecting the GAN tab. For assistance accessing GMS or initiating the GAN, OJP grantees may contact the GMS Helpdesk at 1-888-549-9901 (choose option 3) or via email at GMS.HelpDesk@usdoj.gov. OVW grantees may contact OVW GMS Support at 1-866-655-4482 or OVW.GMSSupport@usdoj.gov. Once the GAN is approved by the Program Office, the agreement should be signed (**electronic or physical ink “wet” signature**) by the new authorized recipient official. The former authorized recipient’s name should remain unaltered in box 18. The authorized recipient official should also initial each page of special conditions and return the approved GAN, signed agreement, and initialed special condition pages to the OJP Control Desk or OVW by email to:

OJP	OVW
acceptance@usdoj.gov	OVW.Acceptance@usdoj.gov

The GPOC should notify the Program Office when special conditions have been met.

Note: The grantee should maintain the original signed documents for presentation in the event of an audit.

April 2020

Community Oriented Policing Services (COPS) and U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) grantees should not send acceptance documents to OJP or OVW. Grantees may contact COPS at 1-800-421-6770 or DHS at 1-866-927-5646 for instructions on the return of their award documents.

If the grantee does not agree with the terms and conditions, it may contact the awarding Program Office as noted in the award package to decline, withdraw, or request modification.

Grantees have 45 days from the award date to accept the award. The grantee should notify the Program Office if the organization is unable to accept the award within this time. Grantees' failure to accept the award within 45 days may result in the awarding agency deobligating funds.

Following are sample pages from GMS of the award and special conditions pages that award recipients will need to, sign, and return to OJP or OVW to accept the award.

 Department of Justice Office of Justice Programs <OJP Program Office>		Grant		PAGE 1 OF 2	
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) <Grantee County> <Grantee Address> <City, State, Zip>		4. AWARD NUMBER: 2005-XX-XX-1234 5. PROJECT PERIOD: FROM mm/dd/yyyy TO mm/dd/yyyy BUDGET PERIOD: FROM mm/dd/yyyy TO mm/dd/yyyy 6. AWARD DATE mm/dd/yyyy 7. ACTION Initial 8. SUPPLEMENT NUMBER 9. PREVIOUS AWARD AMOUNT \$ 0			
1A. GRANTEE IRS/VENDOR NO. XXXXXXXXXX		10. AMOUNT OF THIS AWARD \$ xxx 11. TOTAL AWARD \$ xxx			
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).					
13. STATUTORY AUTHORITY FOR		Sample			
15. METHOD OF PAYMENT PAPRS					
AGENCY APPROVAL 16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Assistant Attorney General		GRANTEE ACCEPTANCE 18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Chief Administrative Officer			
17. SIGNATURE OF APPROVING OFFICIAL		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL		19A. DATE	
AGENCY USE ONLY					
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT x B xxx 00 00 00 xxx		21. VT05U00005			

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice
Office of Justice Programs
<OJP Program Office>

**AWARD CONTINUATION
SHEET**
Grant

PAGE 2 OF 2

PROJECT NUMBER 2005-__-__-__

AWARD DATE mm/dd/yyyy

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands that any change in the law, including the enactment, repeal, or amendment of any law, without the express prior written approval of the Department of Justice, Office of Justice Programs, may constitute a violation of the terms of the award.
5. The recipient further certifies that it will not use grant funds or program match funds to promote, support, or advocate the legalization or practice of prostitution, nor will it use grant funds or program match funds to promote, support, or advocate the legalization or practice of prostitution.
6. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
7. The applicant budget is pending review or approval. The recipient may not obligate, expend or draw down any grant funds until the Office of the Comptroller, Office of Justice Programs has issued clearance of the application budget and budget narrative, and a Grant Adjustment Notice has been issued removing this special condition.
8. Recipient may not obligate, expend or drawdown funds until the Office of Justice Programs (OJP) has reviewed and approved the Program Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.
9. Recipient certifies that it does not promote, support, or advocate the legalization or practice of prostitution, nor will it use grant funds or program match funds to promote, support, or advocate the legalization or practice of prostitution.

Sample

Office of the Chief Financial Officer Postaward Instructions

STEP 3 - Read the Guidelines

There are Office of Management and Budget (OMB) Circulars and Common Rules and other important information grantees will need to know for the administration of awards. The most up-to-date versions of these documents are available through the Internet, as noted:

OMB Grants Management Circulars, <https://www.whitehouse.gov/wp-content/uploads/2017/11/Grants-Management-Grants-Circular-Attachments.pdf>

Code of Federal Regulations, <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>

DOJ Grants Financial Guide, <http://ojp.gov/financialguide/DOJ/index.htm> for grants awarded in fiscal year (FY) 2015 and later.

2014 OJP *Financial Guide*, <http://www.ojp.gov/financialguide/index.htm> for grants awarded in FY 2014 and earlier.

OJP grantees with questions may contact:

**Office of Justice Programs
Office of the Chief Financial Officer
Customer Service Center
1-800-458-0786
or
ask.ocfo@usdoj.gov**

OVW grantees with questions may contact:

**Office on Violence Against Women
Grants Financial Management Division
1-888-514-8556
or
ovw.gfmd@usdoj.gov**

OMB Circulars and Common Rules For Grant Management

Administrative requirements for all federal award recipients are contained in governmentwide common rules. On December 26, 2013, OMB issued new guidance that provides a governmentwide framework for grants management ([Federal Register, 12/26/2013](#)). The new guidance, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ([2 Code of Federal Regulation \(CFR\) Part 200](#)), streamlines the Federal Government's administrative, cost, and audit requirements, and has been implemented by DOJ via DOJ regulation at [2 CFR Part 2800](#). These new requirements, as implemented by DOJ, apply to federal awards made after December 26, 2014, and the audit requirements apply to audits for fiscal years beginning on or after December 26, 2014. For federal awards made before December 26, 2014, absent an agreement otherwise in a federal award issued after that date, the requirements in place at the time of award continue to apply.

The new guidance supersedes the following OMB requirements:

- OMB Circular A-21, Cost Principles for Educational Institutions
- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments
- OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations
- OMB Circular A-122, Cost Principles for Nonprofit Organizations
- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (codified at CFR Part 66 and Part 70).

The following requirements remain in place:

- Governmentwide Debarment and Suspension (Nonprocurement) (codified at [2 CFR Part 180](#)).
- Governmentwide Requirements for Drug-Free Workplace (Grants) (codified at [28 CFR Part 83](#)).
- Restrictions on Lobbying (codified at [28 CFR Part 69](#)).
- Contracts With Commercial Organizations (codified at [48 CFR 31.2](#)).
- Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals (codified at [45 CFR 74, Appendix E](#)).

Office of the Chief Financial Officer Postaward Instructions

STEP 4 - Complete and Return the Automated Clearing House Form

The U.S. Department of the Treasury (Treasury) uses Automated Clearing House (ACH) information to transmit payment data using electronic funds transfer to the recipient's designated financial institution.

Without a current, valid, and complete ACH form on file, payment requests for the same grant on the same day must be a total of less than \$10 million.

With a current, valid, and complete ACH form on file, payment requests for the same grant on the same day must be a total of less than \$100 million.

For questions, please contact the OCFO Customer Service Center at 1-800-458-0786 or ask.ocfo@usdoj.gov.

The ACH form (ACH Vendor/Miscellaneous Payment Enrollment Form, SF 3881), located at <http://ojp.gov/funding/Apply/Resources/ACHVendor.pdf>, is required for:

- New grantees who have never submitted an ACH form for an OJP grant.
- Existing grantees who need to change their banking information (for example, depositor account or bank routing number or banking institution).
- Repeat grantees that are linked to a vendor number for which there is no banking information on file.

Unless banking information has changed, grantees should not submit a new ACH form for a new grant if the grant falls under a vendor number for which there is already banking information on file.

Note: If submitting a new or updated ACH form, please contact the OCFO Customer Service Center at 1-800-458-0786 to confirm banking information has been updated before proceeding with payment requests.

If the grantee accepts the terms and conditions specified in the award, the grantee must submit a completed ACH form, signed (electronic or physical ink “wet” signature) by a preferred financial institution.

ACH Information

There are three sections on the ACH form:

- Agency Information section – Preprinted on form.
- Payee Information Section – Payee (also known as grantee) enters the following: identifying information (i.e., name of grantee organization and street address), e-mail address and telephone number.

The Depositor Account Title and the name of the organization that received the award should be exactly the same (e.g., award recipient “ABC Police Department” would be considered a different entity from the depositor title “City of ABC”). If the award recipient differs from the Depositor Account Title, a letter of explanation is required. This letter must be sent with the ACH form and submitted on the recipient’s letterhead, signed by an authorized official, and must explain why the funds are to be deposited into an account belonging to an entity other than the direct recipient of the award.

- Financial Institution Information Section – This section should be filled out by the financial institution/bank official ONLY. The type of account should be checked, and the signature, title, and telephone number of the appropriate financial institution official should be included as well. **Only the authorized financial institution/bank official should sign (electronically or physical ink “wet” signature) the last line in the “Financial Institution Information” section of the ACH form.**

OCFO will confirm the banking information with the financial institution prior to entry into OJP records.

When the form is completed and signed by a bank official, please send the form via:

Email to Control.DeskOJP@ojp.usdoj.gov, or

Mail, UPS, FedEx, DHL, or other carrier:

Office of Justice Programs
810 Seventh Street, NW.
Attn: Office of the Chief Financial Officer
Washington, DC 20531

The ACH form must be received before payments are processed.

**ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

OMB No. 1510-0056

This form is used for Automated Clearinghouse (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this for completion.

PRIVACY ACT STATEMENT
The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the U.S. Department of the Treasury to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearinghouse Payment System.

AGENCY INFORMATION	
FEDERAL PROGRAM AGENCY	OFFICE OF JUSTICE PROGRAMS
AGENCY IDENTIFIER: OJP	AGENCY LOCATION CODE (ALC): 15-04-0001
ADDRESS: 810 Seventh Street, NW., Attn: Office of the Chief Financial Officer (OCFO) Control Desk Washington, D.C. 20531	
AGENCY CONTACT: OCFO - Customer Service Center	TELEPHONE NUMBER 1-800-438-0786

Grantee Employer/Taxpayer
Identification Number:

PAYEE/COMPANY INFORMATION	
NAME:	OJP Vendor Number:
ADDRESS:	
	E-MAIL ADDRESS:
CONTACT PERSON NAME:	TELEPHONE NUMBER: ()

TO BE COMPLETED BY FINANCIAL INSTITUTION	
NAME:	
ADDRESS:	
NAME OF BANK OFFICIAL OR ACH COORDINATOR:	TELEPHONE NUMBER: ()
NINE-DIGIT ROUTING TRANSIT NUMBER: XXXXXXXXXX	
DEPOSITOR ACCOUNT TITLE:	
DEPOSITOR ACCOUNT NUMBER:	LOCKBOX NUMBER:
TYPE OF ACCOUNT: ☐ CHECKING ☐ SAVINGS ☐ LOCKBOX	
SIGNATURE AND TITLE OF AUTHORIZED BANK OFFICIAL OR ACH COORDINATOR:	DATE:

Office of the Chief Financial Officer Postaward Instructions

STEP 5 - Access Payment Using the Grant Payment Request System (GPRS)

Treasury electronically deposits payments to the recipient's account using banking information the recipient provides on the ACH form. Before attempting to access payment, the recipient must submit an ACH form to OJP. For ACH instructions, see step 4.

OJP and OVW require financial points of contact (FPOCs) to register in the Grants Management System (GMS) and COPS requires FPOCs to register directly in GPRS. As of June 18, 2016, OJP requires GPRS users to consolidate usernames for the same grantee organization, regardless of whether the awards are OJP, OVW, or COPS awards. See the [GPRS User Guide](http://ojp.gov/funding/Implement/Resources/GPRSUserGuide.pdf), <http://ojp.gov/funding/Implement/Resources/GPRSUserGuide.pdf>, for information in registering in GPRS and the [GPRS Job Aid](http://ojp.gov/about/pdfs/gprsjobaid.pdf), <http://ojp.gov/about/pdfs/gprsjobaid.pdf>, for information on consolidating usernames.

OJP/OVW Registration Process for GPRS

OJP and OVW grantees must be registered as FPOCs in GMS at <https://grants.ojp.usdoj.gov> before they can register as a drawdown specialist in GPRS (see step 1).

Once FPOCs are registered in GMS, grantees can then access GPRS at <https://grants.ojp.usdoj.gov/gprs>.

All grantees with accounts in GPRS will have the role of drawdown specialists. A grantee who is a GMS FPOC may request to be a GPRS drawdown specialist by accessing the GPRS Web site and selecting the "New GPRS User Registration for GMS" link. Once the registration is approved, GPRS sends an automated confirmation email to the GPOC and FPOC that the FPOC has been granted access to GPRS as a drawdown specialist. The confirmation email is sent the same day the registration request is made. Once GPRS sends the confirmation email, the drawdown specialist will be granted access to GPRS. Once GPRS grants access, the FPOC will use its GMS FPOC user identification (ID) and password to log in to GPRS.

COPS Registration Process for GPRS

COPS grantees with accounts in GPRS have the role of drawdown specialists. A COPS grantee may request to be a GPRS drawdown specialist by accessing the GPRS Web site and selecting the “New GPRS User Registration for COPS” link.

Once the COPS Response Center approves registration, it sends a confirmation email to the FPOC, granting access to GPRS as a drawdown specialist. Once access is granted, the FPOC will use the user ID entered during the self-registration process and a temporary password (sent in the confirmation email) to log in to GPRS.

Note: Important Banking Information

Treasury will electronically disburse all funds to the grantee’s designated financial institution for deposit into its bank account. For this reason, grantees must ensure that they complete and return the ACH banking information form (entitled ACH Vendor/Miscellaneous Payment Enrollment Form). The ACH form must bear the electronic or physical ink “wet” signature of the authorized bank official.

OJP does not process payments during the last 4 business days of each month.

For more information about payments or GPRS, the grantee may contact the OCFO Customer Service Center at 1–800–458–0786 or email ask.ocfo@usdoj.gov.

Office of the Chief Financial Officer Postaward Instructions

STEP 6 – Fulfill Reporting Requirements

Grantees must meet reporting requirements during the life of the grant. Grantees may find a full explanation of these requirements in the DOJ *Grants Financial Guide*, <http://ojp.gov/financialguide/DOJ/index.htm>, and the OJP *Financial Guide*, <http://www.ojp.usdoj.gov/financialguide/index.htm>. Grantees should also check special conditions on awards for additional reporting requirements. The Grant Payment Request System (see step 5) will not permit access to funds if financial reporting is delinquent.

The following reports are required:

- Single Audit Reports
- Categorical Progress Reports
- Federal Financial Reports

Single Audit Reports

A special condition may be included with awards that details reporting requirements for audit reports. Grantees should review and comply with that special condition. Grantees may find information and instructions on submitting single audit reports in the DOJ *Grants Financial Guide* and OJP *Financial Guide* under Part III, Postaward Requirements, Chapter 3.19: Audit Requirements and in [OMB Circular No. A-133](#), Audits of States, Local Governments, and Non-Profit Organizations.

Grantees should submit audit reports as follows:

- **State and Local Governments, Institutions of Higher Education, and Nonprofit Institutions.** Completed audit reports for fiscal years earlier than 2007 should be mailed to the Federal Audit Clearinghouse, Bureau of Census, 1201 East 10th Street, Jeffersonville, IN 47132. Completed audit reports for fiscal years 2008 and later should

be submitted on the Federal Audit Clearinghouse's Web site at <https://harvester.census.gov/facweb/default.aspx/>. **Grantees should NOT submit audit reports to OJP unless specifically requested.**

- **Commercial Organizations and Individuals.** One copy of all audit reports should be mailed to Office of Justice Programs, Office of the Chief Financial Officer, ATTN: Control Desk, 810 Seventh Street NW., Room 5303, Washington, DC 20531.

Categorical Assistance Progress Reports

OJP and OVW require grantees to report on the progress of the grant. Some grants may require an annual submission of progress report information. Most programs require semiannual reporting. Reporting requirements are specified in the grant solicitation and in the special conditions specified in the award. Grantees must submit Progress Reports via GMS. OJP grantees may contact the GMS Helpdesk at 1-888-549-9901 (choose option 3) or GMS.HelpDesk@usdoj.gov and OVW grantees may contact OVW GMS Support at 1-866-655-4482 or OVW.GMSSupport@usdoj.gov for assistance with submissions. Questions concerning progress reporting should be directed to the Program Manager for the award.

Semiannual reports are due:

Reporting period:

January 1–June 30

July 1–December 31

Due no later than:

July 30

January 30

The final Progress Report is due 90 days after the grant end date.

Federal Financial Reports (SF-425)

This report (also called FFR) is used to track actual expenditures and unliquidated obligations.

OJP and OVW require grantees to file the SF-425 quarterly via GMS at <https://grants.ojp.usdoj.gov>.

COPS requires grantees to submit quarterly SF-425 reports on the COPS Web site at <http://www.cops.usdoj.gov>. For assistance accessing the system or completing the SF-425, grantees may contact the COPS Resource Center at 1-800-421-6670.

The schedule for submitting the SF-425 is as follows:

<u>Reporting quarter:</u>	<u>Due not later than:</u>
January 1–March 31	April 30
April 1–June 30	July 30
July 1–September 30	October 30
October 1–December 31	January 30

The final SF-425 is due 90 days after the grant end date.

Filing the SF-425 online. OJP and OVW require grantees to designate and approve at least one FPOC in GMS before they can file the SF-425. An FPOC must be registered and approved by the GPOC through GMS at <https://grants.ojp.usdoj.gov>. Instructions on assigning, registering, and approving an FPOC are available at http://www.ojp.usdoj.gov/training/pdfs/gms_userguide.pdf

OJP grantees may contact the GMS Helpdesk by phone at 1–888–549–9901 (choose option 3) or by email at GMS.HelpDesk@usdoj.gov and OVW grantees may contact OVW GMS Support at 1–866–655–4482 or OVW.GMSSupport@usdoj.gov for help in accessing or using GMS.

Office of the Chief Financial Officer Postaward Instructions

STEP 7 – Initiate Closeout

Within 90 days after the end date of the grant, grantees must initiate closeout of the grant in GMS.

Grantees should:

- Submit a Final Progress Report
- Submit a Final FFR
- Perform a financial reconciliation. If the reported unobligated balance of federal funds is more than draw downs, the grantee should draw down the difference. If the reported unobligated balance of federal funds is less than draw downs, the grantee must submit a payment for the difference to OJP. Grantees can submit deposits to OJP via paper negotiable instruments (for example, checks or money orders) or electronic transmission (for example, Automated Clearing House (ACH) credits, Pay.gov, or Fedwire transfers). OJP does not accept cash "money" as a physical form of currency.

To coordinate electronic payments, the grantee may contact the OCFO Customer Service Center at 1–800–458–0786 or email ask.ocfo@usdoj.gov.

For paper negotiable instruments, the grantee should make the check payable to the Office of Justice Programs, and clearly mark it with the grant number and vendor number to ensure proper credit. The grantee should specify if funds are being returned to the grant or to be applied to program income. If sending funds for both, the grantee should specify what amount is for each.

DOJ/Office of Justice Programs
Office of the Chief Financial Officer
ATTN: Accounting Control and Reconciliation Branch
810 Seventh Street, NW. – Fifth Floor
Washington, DC 20531

Staff will review grants submitted for closeout in GMS and contact grantees as necessary to complete closeout.

April 2020

**Office of the Chief Financial Officer
Postaward Instructions**

STEP 8 – Review Top 10 Frequently Asked Questions

1. How will I know that my application has been approved?

If you are the person who applied for the award or the authorized official of the organization named in the application, you will receive an email notifying you of your award. Once registration of at least one financial point of contact (FPOC) is completed in GMS, you may access the award by clicking on the “Awards” tab. For instructions on registering an FPOC, see http://www.ojp.usdoj.gov/training/pdfs/gms_userguide.pdf.

2. Who do I contact for assistance in using the Grants Management System?

Agency:	OJP	OVW
Help Desk:	GMS Help Desk	OVW GMS Support
Time:	7 a.m. to 9 p.m. eastern standard time (EST)	8 a.m. to 4 p.m. EST
Phone:	1-888-549-9901 (choose option 3)	1-866-655-4482
Email:	GMS.HelpDesk@usdoj.gov	OVW.GMSSupport@usdoj.gov

3. How do I accept my award?

If you are the person who applied for the award or the authorized official of the organization named in the application, you will receive an email notifying you of your award. Once registration of at least one FPOC is completed in GMS, you may access the award by clicking on the “Awards” tab. For instructions on registering an FPOC, see http://www.ojp.usdoj.gov/training/pdfs/gms_userguide.pdf

Review the award and special conditions right away. **If you accept** the terms and conditions of the award, have your authorized recipient official **sign (electronically or ink pen)** a copy of the award and initial the Special Condition pages and submit both the signed agreement and initialed Special Condition pages to the OJP Control Desk or OVW.

Note: The signature in box 19 should be the same as the preprinted name in box 18. If the authorized recipient official has changed, do not alter the preprinted name in box 18. A grant adjustment notice (GAN) will have to be initiated in GMS notifying your Program Office of this change. Once the Program Office approves the GAN, have the new authorized

recipient official sign (electronically or ink pen) in box 19 and initial every page with special conditions. The documents should be emailed to the OJP Control Desk or OVW at:

OJP acceptance@usdoj.gov	OVW OVW.Acceptance@usdoj.gov
--	--

Note: OJP will not disburse funds unless the award is submitted correctly.

Maintain the signed documents in the event of an audit.

Note: Acceptance documents for Community Oriented Policing Services (COPS) or U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency grants should not be sent to OJP or OVW. Please contact COPS at 1–800–421–6770 or DHS at 1–866–927–5646 for instructions on the return of their acceptance documents.

If you do not accept the terms/conditions, contact the OJP Program Office noted in the award letter immediately.

4. How do I obtain payment?

Award recipients should first submit a completed ACH form with the electronic or physical ink “wet” signature of the bank representative via

Email to Control.DeskOJP@ojp.usdoj.gov or

Mail, UPS, FedEx, DHL, or other carrier to:

Office of Justice Programs
810 Seventh Street, NW.
Attn: Office of the Chief Financial Officer
Washington, DC 20531

Note: If submitting a new or updated ACH form, please contact the OCFO Customer Service Center at 1–800–458–0786) to confirm banking information has been updated before proceeding with payment requests.

Once OCFO has been received and verified the ACH form, you may request funds (“draw down”) using OJP’s Grant Payment Request System (GPRS). Grantees and vendors can access GPRS at <https://grants.ojp.usdoj.gov/gprs>. Without a current, valid, and complete ACH form on file, payment requests for the same grant on the same day must be a total of less than \$10 million.

With a current, valid, and complete ACH form on file, payment requests for the same grant on the same day must be a total of less than \$100 million.

Upon successful completion of a draw down, the U.S. Department of the Treasury will deposit

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funds electronically into an account designated by the grantee on the ACH form.

5. How can I access GPRS?

OJP and OVW grantees must register FPOCs in GMS at <https://grants.ojp.usdoj.gov> before they can successfully register drawdown specialists in GPRS. Once FPOC registration is complete, OJP and OVW grantees may then access the GPRS Web site and select the “New GPRS User Registration for GMS” link to register.

COPS grantees may request to be GPRS drawdown specialists by accessing the GPRS Web site, <https://grants.ojp.usdoj.gov/gprs/welcome>, and selecting the “New GPRS User Registration for COPS” link to register.

GPRS users are required to consolidate usernames for the same grantee organization, regardless of whether the awards are OJP, OVW, or COPS awards. See the GPRS User Guide, <http://ojp.gov/funding/Implement/Resources/GPRSUserGuide.pdf>, for details in registering in GPRS and the GPRS Job Aid, <http://ojp.gov/about/pdfs/gprsjobaid.pdf>, to consolidate usernames.

6. Why was my payment request denied?

Payment requests may be unsuccessful for various reasons, the most common of which are: (1) award was not accepted; (2) special conditions of the grant were not met; 3) certain reporting requirements throughout the life of the grant were not fulfilled; (4) legislation and federal grant management procedures during the life of a grant were not followed; (5) amount requested exceeded what was available; (6) financial reports (i.e. SF-425, Progress, or Audit) were not submitted by the due date; (7) the grant end date passed and an administrative closeout was initiated.

Compliance may affect the timing or the amount of the funds made available at any time.

7. What are my award responsibilities?

Upon initial award: Sign and email the agreement and special conditions to confirm award acceptance. Complete and return the ACH form according to the instructions in the award.

Follow the instructions in the award to notify your Program Manager of your compliance with applicable special conditions.

Reporting: Grantees are required to submit the SF-425 30 days after the end of each quarter as follows:

<u>Reporting Quarter:</u>	<u>Due Not Later Than:</u>
January 1–March 31	April 30
April 1–June 30	July 30
July 1–September 30	October 30
October 1–December 31	January 30

Final reports are due 90 days after the grant end date.

If your organization has a match requirement (refer to Program Announcement), the match should be reported on the report.

OJP and OVW grantees are required to submit reports online via GMS at <https://grants.ojp.usdoj.gov>. An FPOC must be registered before the report can be submitted. For instructions on registering an FPOC, see http://www.ojp.usdoj.gov/training/pdfs/gms_userguide.pdf.

COPS grantees are required to submit quarterly SF-425 reports on the COPS Web site at <http://www.cops.usdoj.gov>. For assistance accessing the system or completing the SF-425, contact the COPS Resource Center at 1–800–421–6670.

Progress Reports are usually due as follows or as listed in the solicitation:

<u>Reporting Period:</u>	<u>Due Not Later Than:</u>
January 1–June 30	July 30
July 1–December 31	January 30

Single **Audit Reports** may be required. A special condition is included with your award that details the reporting requirements for the audit reports. Please review that special condition.

Funds Management: Your organization should request funds based upon immediate disbursement/reimbursement requirements. Funds will not be paid in a lump sum, but rather disbursed over time as project costs are incurred or anticipated (with the exception of block grant programs such as the Byrne Justice Assistance Grant Program, Juvenile Accountability Block Grant Program, and State Criminal Alien Assistance Program awards, which may be drawn or are paid out in a lump sum).

Time requests to ensure that federal cash on hand is the minimum needed for disbursements/reimbursements to be made immediately or within 10 days. If the funds are not spent or disbursed within 10 days, you must return them to the awarding agency.

8. How do I submit reports?

SF-425 and semiannual/annual **Progress Reports** should be filed online via GMS at:

<https://grants.ojp.usdoj.gov>

OJP grantees may contact the GMS Helpdesk by phone at 1-888-549-9901 (choose option 3) or by email at GMS.HelpDesk@usdoj.gov and OVW grantees may contact OVW GMS Support at 1-866-655-4482 or OVW.GMSSupport@usdoj.gov for assistance.

Submit **Audit Reports** as follows:

- **State and Local Governments, Institutions of Higher Education, and Nonprofit Institutions.** Mail completed audit reports for fiscal years earlier than 2007 to the Federal Audit Clearinghouse, Bureau of Census, 1201 East 10th Street, Jeffersonville, IN 47132. Submit completed audit reports for fiscal years 2008 and later on the Federal Audit Clearinghouse's Web site at <http://harvester.census.gov/sac>. **Do NOT submit your audit reports to OJP unless specifically requested.**
- **Commercial Organizations and Individuals.** Mail one copy of all audit reports to Office of Justice Programs, Office of the Chief Financial Officer, ATTN: Control Desk, 810 Seventh Street NW., Room 5303, Washington, DC 20531.

9. If I have questions about my grant, whom do I contact?

Program questions:

Contact the Program Manager identified in the award letter.

Financial questions:

Agency:	OJP	OVW
Help Desk:	OCFO Customer Service Center	Grants Financial Management Division
Time:	8:30 a.m. to 6 p.m. EST	8 a.m. to 4 p.m. EST
Phone:	1-800-458-0786	1-888-514-8556
Email	Ask.ocfo@usdoj.gov	OVW.GFMD@usdoj.gov

10. What are the addresses for OCFO and OVW?

Office of Justice Programs

Office of the Chief Financial Officer

Attn: Control Desk

810 Seventh Street, NW.

Washington, DC 20531

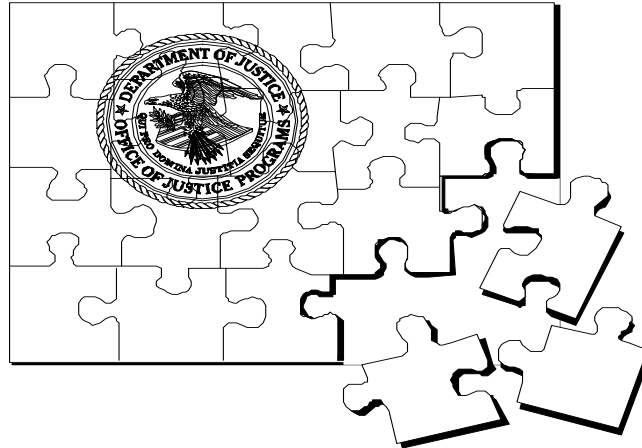
Office on Violence Against Women

145 N Street, NE.

Suite 10W.121

Washington, DC 20530

Fax: 202-514-7045



Making the Pieces Fit
Assisting grant recipients in
resolving financial questions.

OCFO Customer Service Center

8:30 a.m.–6 p.m. EST, Monday through Friday
1–800–458–0786
OJP Web site address: <http://www.ojp.usdoj.gov>
Email: ask.ocfo@usdoj.gov

OVW Grants Financial Management Division

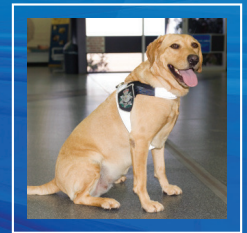
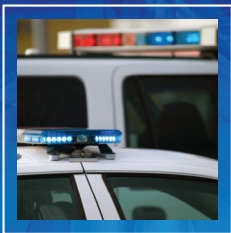
8 a.m.–4 p.m. EST, Monday through Friday
1–888–514–8556
<http://www.usdoj.gov/ovw>
Email: OVW.GFMD@usdoj.gov
Fax: 202–514–7045

COPS Resource Center

9 a.m.–5 p.m. EST, Monday through Friday
1–800–421–6770
<http://www.cops.usdoj.gov>
Email: askCOPSRC@usdoj.gov
Fax: 202–616–9004

2014 Financial Guide

Last Updated 06-14



U.S. DEPARTMENT OF JUSTICE | OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE CHIEF FINANCIAL OFFICER

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Foreword

We hope you find this guide useful and informative. If you have any questions or comments, please contact the [OCFO Customer Service Center](#).

TOP 10 TOPICS

- | | |
|---|---|
| 1. Financial Management Systems | 6. Audit Requirements |
| 2. Allowable Costs | 7. Conference Costs |
| 3. Unallowable Costs | 8. Inventory |
| 4. Federal Financial Reports | 9. Accounting by Approved Budget Category |
| 5. Progress and Performance Reports | 10. Subrecipient Monitoring |
-

The Office of Justice Programs (OJP) provides Federal leadership in developing the nation's capacity to prevent and control crime, administer justice, and assist crime victims. The Office of the Chief Financial Officer (OCFO) provides policy guidance, financial control, and support services to OJP's Program Offices and Bureaus in the areas of grants, accounting, and financial management. The OCFO also provides technical assistance and training to OJP grantees in our grants financial management seminars.

The OJP *Financial Guide* serves as the primary reference manual to assist award recipients in fulfilling their fiduciary responsibility to safeguard grant funds and ensure funds are used for the purposes for which they were awarded. It compiles a variety of laws, rules and regulations that affect the financial and administrative management of your award. We have provided the references to the underlying laws and regulations as much as possible. The Guide should be the starting point for all recipients and subrecipients in ensuring the effective day to day management of your awards. The provisions of the Guide apply to Department of Justice awards.

For additional information on grants management, please visit the Office of Management and Budget's (OMB) Web site at http://www.whitehouse.gov/omb/circulars_default to obtain copies of current circulars. The Government Printing Office also maintains electronic copies of the Code of Federal Regulations at <http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and e-CFR at <http://www.ecfr.gov>.

The OCFO also conducts financial monitoring of recipients through site visits and desk reviews. The purpose of financial monitoring is to review compliance with the regulations compiled in the *Guide* and to provide training and technical assistance as appropriate.

We are pleased to respond to any questions not covered by this *Guide* and welcome suggestions to improve the utility of the Guide and its content. Please feel free to contact the OCFO's Customer Service Center at 1-800-458-0786 with any financial management questions or suggested revisions. In addition, questions and comments can also be directed to the OCFO via e-mail at ask.ocfo@usdoj.gov.

Leigh Benda
Chief Financial Officer

I. General Information

1.1 USERS

This *Financial Guide* is provided for the use of all recipients and their subrecipients of Federal grant programs administered by the Office of Justice Programs (OJP). We have developed the *Guide* to serve as a compilation of the various laws and regulations governing Department of Justice grants financial management and administration.

Direct Recipients

- A direct recipient is an individual or entity that receives funds directly from OJP (for example, via block, formula, or discretionary grants or cooperative agreements).
- Direct recipients (except for those who receive funds via a contract) are required to adhere to applicable law of their jurisdiction, and the financial and administrative rules summarized in this *Guide*. Other programmatic and technical requirements (for example, as set out in award conditions or contained in program-specific guidelines) may also apply.
- Direct recipients are required to adhere to the requirements of Office of Management and Budget (OMB) circulars and Federal Government-wide common rules contained in the Code of Federal Regulations (CFR).

Subrecipients

- A subrecipient is any organization receiving Federal funds from a direct recipient of Federal funds.
- Subrecipients are required to adhere to the applicable law of their jurisdiction and the financial and administrative rules summarized in this *Guide*. The direct recipient may also impose additional financial and administrative requirements.
- Subrecipients are also required to adhere to the requirements of Office of Management and Budget (OMB) circulars and Federal Government-wide common rules contained in the Code of Federal Regulations (CFR).

Individuals

- Any individual who works for a direct recipient or subrecipient should use this *Guide* as a reference for financial and administrative management of OJP-funded grant programs or projects.
- These individuals may include administrators, financial management specialists, grants management specialists, accountants, and auditors.
- This *Guide* may also be used as a training resource for new employees.

Contractors

- This *Guide* is not for the direct use of entities or individuals contracting directly with OJP.
- However, direct recipients should ensure that they are monitoring any organizations they have contracted with to make sure they are in compliance with Federal financial management requirements.

FINANCIAL MANAGEMENT TIP

When determining whether an activity has been subcontracted or subawarded, the legal document is NOT the driving determinant. The *substance* of the activity that has been contracted or subawarded will be the major factor considered. If you delegate program activities to another entity, that delegation will generally be considered a subaward. On the other hand, if you purchase or procure goods or services from another entity, that activity will generally be considered a subcontract.

I. General Information

1.2 RESOURCES

Introduction

This *Guide* includes references to the provisions and policies that are issued by the Office of Management and Budget (OMB). The largest division of the Executive Office of the President, OMB is responsible for implementing and enforcing the President's policies across the entire Federal Government.

- These policies are detailed in OMB circulars and the Code of Federal Regulations (CFR) and identified as Government-wide common rules applicable to grants and cooperative agreements.
- In concurrence with the OMB policies applicable across all Federal agencies, each Federal agency also has supplemental policies described in the CFR that are applicable to grants and cooperative agreements.

Office of Management and Budget Circulars/Code of Federal Regulations

Where can I find...	If I am part of a...	Resources	
		OMB	U.S. Department of Justice (DOJ)
Administrative Requirements	Educational Institution	Title 2 CFR, Part 215 (OMB A-110)	Title 28 CFR 70
	State or Local Unit of Government, or Tribal Organization	OMB A-102 Replaced by Uniform Administrative Requirements, also known as "common rule"	Title 28 CFR 66
	Nonprofit Organization	Title 2 CFR, Part 215 (OMB A-110)	Title 28 CFR 70
Cost Principles	Educational Institution	Title 2 CFR, Part 220 (OMB A-21)	US DOJ Administrative Requirements Reference Cost Principles in 28 CFR 66.22 and 28 CFR 70.27
	State or Local Unit of Government, or Tribal Organization	Title 2 CFR, Part 225 (OMB A-87)	
	Nonprofit Organization	Title 2 CFR, Part 230 (OMB A-122)	
Audit Requirements	Educational Institution	OMB A-133	US DOJ Administrative Requirements Reference Cost Principles in 28 CFR 66.26 and 28 CFR 70.26
	State or Local Unit of Government		
	Nonprofit Organization		

Government-Wide Common Rules

The uniform administrative requirements for grants and cooperative agreements to State and local units of government (also known as Grants Management Common Rule for State and Local Units of Government) for the Department of Justice (DOJ) are codified at [Title 28 CFR Part 66](#).

The uniform administrative requirements for grants and cooperative agreements with institutions of higher education, hospitals, and other nonprofit organizations for DOJ are codified at [Title 28 CFR Part 70](#).

Additional Government-wide requirements:

- Government-wide Debarment and Suspension (Nonprocurement) is codified at Title 2 CFR Part 180, with DOJ-specific rules at Title 2 CFR Part 2867.
- Government-wide requirements for drug-free workplace (grants) rules are codified at [Title 28 CFR Part 83](#).
- Restrictions on lobbying are codified at [Title 28 CFR Part 69](#).

I. General Information

1.2 RESOURCES

For additional information on grants management and to obtain copies of current circulars, please visit the OMB website at http://www.whitehouse.gov/omb/circulars_default. The most recently updated version of the CFR can be found on the U.S. Government Printing Office's website at [FDsys - Browse Code of Federal Regulations \(Annual Edition\)](#).

Office of the Inspector General Fraud Hotline

Grantees should report any allegations of fraud, waste, and abuse of grant funds to the Customer Service Branch (CSB) of the Office of the Chief Financial Officer (OCFO) via email to ask.ocfo@usdoj.gov. In addition to or instead of reporting allegations to the OCFO CSB, you may report them to the DOJ Office of the Inspector General via email to oig.hotline@usdoj.gov or fraud hotline at 1-800-869-4499.

Other Available Resources

- The OJP procurement guide [Procurement Procedures for Recipients of DOJ Grants](#).
- [Postaward Instructions](#) for OJP grant recipients and subrecipients
- Federal Government regulation information is accessible at <http://www.regulations.gov>.
- Grant information related to the American Recovery and Reinvestment Act of 2009 (Recovery Act) is available at <http://www.ojp.usdoj.gov/recovery/>.
- Grants Management System (GMS) Training and Technical Assistance can be found at <http://www.ojp.usdoj.gov/training/gmstraining.htm>.
- The GMS HelpDesk is available via email at GMS.HelpDesk@usdoj.gov or phone at 202-514-2024.
- The Federal Funding Accountability and Transparency Act (FFATA) is available at <https://www.ftrs.gov>.

II. Preaward Requirements

2.1 APPLICATION PROCESS

Eligible Recipients

You can find the eligibility requirements for block, formula, and discretionary awards in the grant program guidelines.

- **Block and formula awards:** Generally, States, territories, and sometimes Indian tribes and local units of government are eligible for awards under OJP's various block and formula grant programs. Specific eligibility criteria for each program is set forth in the program's governing statute and rules.
- **Discretionary awards:** OJP may award funds under its discretionary grant programs to some or all of the following types of recipients, depending on authorizing legislations and selected program strategies: States, units of local government, Indian tribes and tribal organizations, individuals, educational institutions, hospitals, and private nonprofit and private commercial organizations.

Program Announcements

For programmatic and technical requirements relating to block and formula award applications, contact OJP or the awarding agency to request program guidelines.

OJP or the awarding agency will announce in the [Federal Register](#), Grants.gov, and/or the Grants Management System (GMS) any programs that they have developed for funding under their discretionary programs. Additionally, OJP funding opportunities are posted on the OJP website at <http://www.ojp.usdoj.gov/funding/funding.htm>, as well as OJP bureau and program office websites. You can also find a collection of available assistance programs in the [Catalog of Federal Domestic Assistance](#) published by the [U.S. General Services Administration](#).

Certified Assurances (Nondiscrimination Requirements)

As an applicant, you must assure and certify that you are in compliance with all applicable civil rights nondiscrimination requirements that are prescribed on the OJP Assurances Form 4000/3 (attached to the Application for Federal Assistance Standard Form 424 [SF-424]). You must assure that your subrecipients are in compliance as well.

Additional responsibility in the event of a finding of discrimination:

- This responsibility will apply to you if you are a recipient of Federal funds and a Federal or State court or administrative agency finds through a due process hearing that you have, or a subrecipient or a contractor has, discriminated on the grounds of race, color, national origin, sex, or disability.
- If these conditions apply, then you need to forward a copy of the hearing findings to the [OJP Office for Civil Rights \(OCR\)](#).

If you are a recipient of Federal funds and your award is \$500,000 or more, you must submit an Equal Employment Opportunity Plan to OCR. Your subrecipients are required to submit one as well if they receive \$500,000 or more in Federal funds.

Intergovernmental Review

Intergovernmental review is a process issued under [Executive Order 12372](#) to review Federal programs and activities. Additional information is available at http://www.whitehouse.gov/omb/grants_spoc.

- If your State has established a process for intergovernmental review and the program that you are applying for is selected for review, then you must submit a copy of your application to the State's single point of contact for intergovernmental review prior to or at the same time that you submit your application to OJP or the awarding agency.
- If you need any additional information regarding this requirement, please check http://www.whitehouse.gov/omb/grants_spoc.

II. Preaward Requirements

2.1 APPLICATION PROCESS

Application Submittal

Applicants for OJP funding (or funding through other Department of Justice components that follow this *Financial Guide*) submit applications online through either the Federal grants portal Grants.Gov (<http://www.grants.gov>) or the Department of Justice's Grants Management System (GMS) (<https://grants.ojp.usdoj.gov>). Each program solicitation will specify which system should be used for that program, and will contain detailed technical instructions on how to register with the system and apply for funding. Applicants for formula/block funding, earmarked funding, and continuation funding, are generally required to register and create a profile in GMS. Applicants for competitive funding are generally required to register in Grants.Gov. It is best to register well in advance of the application deadline, as processing registration into these systems may take some time (in most cases, approximately one week).

Most OJP discretionary solicitations require, at a minimum, a number of elements. These generally include the Standard Form (SF) 424 (Application for Federal Assistance), a program narrative, budget detail worksheet and budget narrative. There are also a number of certifications that may be required, and other elements as specified in the program solicitation.

- **Note regarding SF424 question regarding determination of applicant type:** Applicants must specify what type of entity they are on the SF424. Generally, applicants for OJP grants are one of the following types of entities: States, units of local government, Indian tribes or units of tribal government, not-for-profit organizations, for-profit organizations, educational institutions, and (in limited circumstances) individuals. It is possible to select other applicant types as well, as appropriate.
- **Note regarding SF424 question regarding delinquency on Federal debt:** The question on the SF 424 applies to the *organization* that is requesting Federal assistance, *not* the person who signs the application as the authorized representative of the organization. Federal debt includes delinquent audit disallowances, loans, taxes, and any outstanding debts with the Treasury.

Application Review

OJP or the awarding agency is required to ensure that awards meet certain legislative, regulatory, and administrative requirements. This policy requires that OJP or other awarding agency makes sure of the following:

- The applicant is eligible for the specified program.
- The costs and activities in the application are for allowable, allocable, necessary, and reasonable costs.
- The applicant possesses the responsibility, financial management, fiscal integrity, and financial capability to administer Federal funds adequately and appropriately.

Applicant Type

Examples of types of applicants include, but are not limited to:

- An individual
- Not-for-profit organization
- For-profit organization
- State
- Local unit of government
- Tribe
- Educational institution

II. Preaward Requirements

2.1 APPLICATION PROCESS

Decision and Designation Regarding Risk Status of Applicant

When an applicant is designated as high risk by the Office of Audit, Assessment and Management, (OAAM), all DOJ components must consider the applicant high risk.

- Under the DOJ High Risk Grantee Designation Program, OAAM may designate a grantee as high risk if the grantee:
 - ▶ Has a history of unsatisfactory performance;
 - ▶ Is not financially stable;
 - ▶ Has an accounting system that does not meet the standards set forth in [Title 28 CFR §66.20](#) (which details standards for financial management systems);
 - ▶ Has not conformed to the terms and conditions of previous awards;
 - ▶ Is otherwise not responsible;
 - ▶ Has open a single audit report or Office of the Inspector General (OIG) audit report recommendations that have been open for more than a year, whereby an adequate corrective action plan has not been submitted by the grantee to OJP;
 - ▶ Does not respond to requests from OJP to address an open single audit or OIG audit report recommendations;
 - ▶ Has significant noncompliance issues that were identified through the normal award administration process (i.e., financial or programmatic monitoring);
 - ▶ Is subject to an OIG investigation where award noncompliance issues were noted that require corrective action;
 - ▶ Is included on the list of grantees currently barred from receiving funding from the Office of Community Oriented Policing Services; and/or
 - ▶ Was referred to the U.S. Department of Treasury (Treasury) under the Treasury Offset Program for collection of award funds owed to OJP.
- The DOJ may also impose additional restrictions on awards to grant recipients designated as high risk in accordance with [Title 28 CFR §66.12](#) and [Title 28 CFR §70.14](#).

Audit Issues

- OJP may not approve you for an award if you have an overdue audit report or an open audit report that you have not responded to or tried to resolve.
- If you are not in compliance with audit requirements, your application for an award may be rejected, or your funds may be withheld until audit compliance is achieved.

Verification of Taxpayer Identification Number

- OJP or the awarding agency will verify the employer identification number (EIN) provided on the application.
- OJP may assign a vendor number very similar to your EIN. This is done so that when a sub-agency within your government receives awards directly, they will have a separate identifier from that of the parent agency.
 - ▶ For example, you are a State government and your EIN is 123456777. A police department within your government applies for and receives an award from OJP, but since the EIN is the same, we assign them an OJP vendor number of 123456778 so that we can identify them as a sub-agency within your government.

Review of Applicant Federal Debt

The SF-424 asks if the applicant is delinquent on any Federal debt.

- The applicant is the organization that is requesting Federal assistance, not the person who signs the application as the authorized representative of the organization.
- Federal debt includes delinquent audit disallowances, loans, taxes, and any outstanding debts with the Treasury.

II. Preaward Requirements

2.1 APPLICATION PROCESS

Assessment of Applicant's Financial Capability

If you are a nongovernmental organization and you do not have any history with OJP within 3 years, then you are required to complete a [Financial Capability Questionnaire](#) and submit it to OJP before you can be approved for an award.

Confirmation of Dun & Bradstreet Data Universal Numbering System Number

All organizational grant applicants must have a Data Universal Numbering System (DUNS) number when applying for Federal awards and cooperative agreements (initial or supplemental awards). For more information, see the [White House memo](#) regarding the authority to collect a DUNS number.

- As an organization, you can obtain a DUNS number at no cost by calling the toll-free DUNS number request line at 1-866-705-5711.
- Individuals who apply for grant awards or cooperative agreements from the Federal Government are exempt from this requirement.

Confirmation of Listing in System for Award Management

[The System for Award Management \(SAM\)](#) is the Official U.S. Government system that consolidated the capabilities of the Central Contractor Registration (CCR), Federal Agency Registration (FedReg), the Online Representations and Certifications Application (ORCA), and the Excluded Parties List System (EPLS). It became operational in August 2012. It is where organizations (Entities) register if they want to do business with the Federal Government.

- SAM collects, validates, stores, and disseminates data on organizations to help agencies in their acquisition missions, including Federal agency contract and assistance awards. The term “assistance awards” includes grants, cooperative agreements, and other forms of Federal assistance.
- If you had an active record in the CCR in August 2012, your Entity’s record was migrated and included in SAM.
- You must update or renew your registration at least once per year to maintain an active status. SAM will send notifications to the registered user via email 60, 30, and 15 days prior to the expiration of the record.
- To update or renew your Entity record(s) in SAM, you will need to create a SAM User Account and link it to your migrated (existing) Entity records.
- It takes 2 to 3 days for SAM to complete record updates. You will be notified via email when the process is complete and your record is active in SAM.
- If your organization is new to doing business with the Federal Government, the initial registration in SAM takes up to 5 days to become active. Registration with SAM requires a DUNS number and your Entity’s Tax ID number (TIN).

Federal Debt (Office of Management and Budget Circular A-129)

Recipients of OJP awards will be held accountable for all debts owed to the Federal Government. A debt may be incurred as a result of the following actions:

- Receiving an overpayment of Federal funds.
- Audit disallowances.
- Costs disallowed during monitoring reviews.
- Doing anything else that amounts to a breach of award.

Under the Debt Collection Improvement Act of 1996, if after written notification, the amount owed to the Federal Government continues to be delinquent, your debt will be referred to a collection agency or the Treasury for further action.

As required by the Federal Claims Collection Standards and [Office of Management and Budget \(OMB\) Circular A-129](#), OJP or the awarding agency will apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor or award recipient.

II. Preaward Requirements

2.1 APPLICATION PROCESS

Financial Analysis

OJP will complete a financial review of your application to ensure that you are financially capable and have the financial integrity to administer Federal funds. As part of this review, OJP will take all of the following steps:

- Perform a cost analysis of your project.
 - ▶ OJP will obtain cost breakdowns, verify cost data, evaluate specific elements of cost, and examine data to determine the necessity, reasonableness, allowability, allocability, and appropriateness of your proposed cost.
- Review your current indirect cost rates approved by DOJ or rates approved by other Federal agencies.
 - ▶ If you do not have an approved rate, you must submit an indirect cost proposal to your [cognizant Federal agency](#).
- Determine the adequacy of your accounting system and operations to ensure that Federal funds, if awarded, will be expended in a reasonable manner.
 - ▶ If you are a nongovernmental organization and you have not received an award from OJP in the past 3 years, then you are required to complete a Financial Capability Questionnaire and submit it to OJP before you can be approved for an award.
- Review your credit reports, the status of any Federal debt that you may have to ensure you are not delinquent, and other prescreening information, including checking SAM to ensure your organization is not suspended or debarred from receiving Federal funds.

Certifications

OJP requires most award applicants to certify certain conditions and behaviors before it will recommend the applicant for award. In order to comply with the certification requirements provided in the common rules, applicants must complete and submit OJP [Form 4061/6](#) entitled “Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements.”

Debarment and Suspension Certification

Debarment and suspension certification requires that agencies establish and implement procedures to ensure that Federal assistance is not awarded to entities that are prohibited from receiving Federal funds. Those procedures should also include a review of the information in SAM regarding exclusion status. Such procedures help the Federal government and your agency to conduct business only with responsible persons.

- This certification must be completed and submitted to OJP’s program offices during the application review process.
- The Government-wide common rule for debarment and suspension, codified in [Title 28 CFR Part 67](#), (DOJ specific provisions), and in [Title 2 CFR Part 180](#) (government-wide provisions), sets out the guidance that Federal agencies use to implement debarment and suspension procedures.
- Debarment or suspension of a participant in a program by one agency has a Government-wide effect.

Responsibilities for prospective block/formula recipients:

- If you are applying for this type of award, then you are not required to submit this certification.
- However, you are responsible for monitoring subrecipient submissions of the OJP Form 4061/1, “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions (Sub-Recipient),” and for maintaining these submissions at the State level.

Responsibilities for individuals or corporations with critical influence or high levels of control over the prospective award:

- If you fall into this category, then you must complete OJP Form 4061/1 (or a similar form).
- You will be responsible for monitoring the submission and maintaining the official subrecipient certifications.
- Subcontractors are not required to complete certification if their subaward is less than \$100,000.

II. Preaward Requirements

2.1 APPLICATION PROCESS

Drug-Free Workplace Certification

All applicants must meet the requirements in [Title 28 CFR Part 83](#) in order to receive Federal funds. Subpart B of Title 28 CFR Part 83 implements the statutory requirements of the Drug-Free Workplace Act of 1988.

If you are applying for a Federal award, you must certify that you will maintain a drug-free workplace. If you make a false certification, you are subject to suspension, termination, and debarment. All applicants are required to certify, regardless of award amount.

Additional requirements:

- Direct recipients of Federal discretionary awards must certify that they will comply with the Drug-Free Workplace Act of 1988.
- State agencies that administer block/formula awards:
 - ▶ Must submit this certification to the awarding agency.
 - ▶ Must obtain certification from each State agency that is subawarded funds.
 - ▶ If the subrecipient is not a State agency, it is not required to submit the certification.
- Applicants with more than one prospective award are required to submit a certification for each award.
- There is one exception to the rule which is a State, including a State agency, may submit a single annual certification to each awarding agency rather than one for each award.

There are different certifications for individuals and organizations:

- If you are an **individual**, you must certify that you will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in conducting any activity with the award.
- If you are an **organization**, you must certify that you will provide a drug-free workplace by ensuring the following:
 - ▶ Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or uses of a controlled substance are prohibited in your workplace and specifying that actions will be taken against employees for violation of such prohibition.
 - ▶ Establish a drug-free awareness program to make employees aware of:
 - The dangers of drug abuse in the workplace;
 - Your policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation, and employee assistance programs; and
 - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - ▶ Require that each employee engaged in the performance of the award be given a copy of the employer's statement about drugs in the workplace.
 - ▶ Notify the employee that, as a condition of employment under the award, he or she must:
 - Abide by the terms of the statement; and
 - Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than 5 days after such conviction.
 - ▶ Notify the awarding agency within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
 - ▶ Take one of the following actions, within 30 days of receiving notice, with respect to any employee who is so convicted:
 - Take appropriate personnel action against such an employee, up to and including termination; or
 - Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

II. Preaward Requirements

2.1 APPLICATION PROCESS

Lobbying Certification

You must complete this certification before OJP will recommend you for an award. You can find guidance on lobbying certification and restrictions in [Title 28 CFR Part 69](#). These restrictions on lobbying apply to all recipients and subrecipients.

Additional restrictions on lobbying applicable to all recipients and subrecipients are:

- [18 United States Code \(U.S.C.\) 1913](#)
- [Interim Financial Guidance for New Restrictions on Lobbying](#)
- [Lobbying Disclosure Act of 1995](#)

In addition to the restrictions above, you are required to adhere to restrictions on lobbying included in 31 U.S.C. 1352. These restrictions include the following:

- If you have a Federal award, cooperative agreement, or contract, you cannot use Federal funds to pay a 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 of a member of Congress in connection with any of the following covered Federal actions:
 - ▶ The awarding of any Federal contract;
 - ▶ The making of any Federal grant;
 - ▶ The entering into of any cooperative agreement;
 - ▶ The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, or cooperative agreement.
- Individuals who receive an initial Federal award, contract, or cooperative agreement of more than \$100,000 must submit a Lobbying Certification to that awarding agency certifying that:
 - ▶ You have not made and will not make any payment for a lobbying activity;
 - ▶ If you have used or will use non-Federal funds to pay anyone for lobbying activities, then you will submit a Disclosure of Lobbying Activities form;
 - ▶ The information from this certification will be included in your award documents for all subawards at all tiers (including subcontracts, subawards and contracts under awards, and cooperative agreements), and all of your subrecipients must provide certification and disclosure;
 - ▶ You will submit the disclosure form to the awarding agency;
 - ▶ You or your subrecipient is responsible for reporting lobbying activities of your/its employees if the employee's tenure is less than 130 working days within 1 year immediately preceding the date of your or your subrecipient's application or proposal submission; and
 - ▶ If you are a subrecipient who requests or receives Federal funds exceeding \$100,000 you will submit a certification and a disclosure form to your awarding agency.

All certifications will be maintained by the awarding agency and all disclosure forms will be forwarded from tier to tier until received by OJP.

The disclosure form must contain the following information:

- Name and address of reporting entity;
- Federal program name;
- Federal award number;
- Federal award amount;
- Name and address of lobbying registrant.

II. Preaward Requirements

2.1 APPLICATION PROCESS

If an event occurs that requires disclosure or materially affects the accuracy of the information contained in any disclosure form previously filed, then you must file a disclosure form at the end of each quarter. We provide examples of such events below:

- A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action.
- A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action.
- A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.

Penalties and enforcement of lobbying restrictions will be as follows:

- If you make an expenditure prohibited by the new restrictions on lobbying you will be subject to a civil penalty of \$10,000 to \$100,000 for each expenditure.
- If you fail to file or amend the disclosure form as required, you will be subject to a civil penalty of \$10,000 to \$100,000 for each such failure.

See [Chapter 3.13: Unallowable Costs](#) for cost restrictions relating to lobbying.

Seat Belt Use by Government Contractors, Subcontractors, and Grantees

If you are a Federal Government contractor, subcontractor, award recipient, or subrecipient, you are encouraged to enforce policies that require employees, contractors, or subrecipients to wear seat belts when driving company-owned, rented, or personal vehicles while they are on the job. For the Federal policy on seat belt use, refer to the [Highway Safety Act](#).

Text Messaging While Driving by Government Contractors, Subcontractors, Award Recipients, and Subrecipients

If you are a Federal Government contractor, subcontractor, award recipient, or subrecipient, you are encouraged to enforce policies that ban text messaging while driving company-owned, rented, or Government-owned vehicles; while driving privately owned vehicles when on official Government business; or when performing any work for or on behalf of the Government. For more on this topic, see the [Federal policy on reducing text messaging while driving](#).

Tribal Eligibility—Government Discount Airfare

If you are a tribal organization carrying out a contract, grant, or cooperative agreement, you are eligible to have access to Federal sources of supply, including lodging providers, airlines, and other transportation providers.

Section 201(a) of the Federal Property and Administrative Services Act of 1949, 40 U.S.C. 481(a), indicates that employees of tribal organizations are eligible to have access to sources of supply on the same basis as employees of an executive agency if a request is made by the tribal organization.

II. Preaward Requirements

2.2 CONDITIONS OF AWARD AND ACCEPTANCE

Award Notification and Acceptance Procedures

Your application has gone through the review process and you have just been approved for an award. The next step in this process is award notification. Here are the details:

- The Office of Justice Programs (OJP) sends award notifications by email through the Grants Management System (GMS) to the individuals listed in your application as the point of contact and the authorizing official.
- GMS automatically issues the notifications after 12:01 a.m. eastern time on the award date.
- The email notification includes detailed instructions on how to access and view the award documents and how to accept the award in GMS.

The award document serves as the official document binding the recipient and OJP to the grant agreement. A sample award document is included in [Appendix I](#). It includes the name of recipient, project title, award period, budget period, type of Federal funds (awards and cooperative agreements), amount of Federal funds, award number, and special conditions that must be met during the award period.

ACTION ITEM

You have 45 days from the award date to accept the award document or the award may be terminated. The Office of Community Oriented Policing Services (COPS) awards have a 90-day acceptance time frame.

To accept the award, you must log into GMS and designate a Financial Point of Contact (FPOC). You can find instructions for designating a FPOC in the [GMS User Guide](#).

Here are some important points about the FPOC:

- He or she will be responsible for the financial administration of the award.
- He or she may be the same as the Principal Point of Contact (PPOC). Alternatively, the FPOC may be one or more separate individuals designated by the recipient.
- The designation of the FPOC must be completed in GMS before the award acceptance documents can be printed.

Once the FPOC has been designated, recipients should:

- Print and read the award document carefully.
- Have the award document signed and dated by the authorized recipient official designated in the application to indicate full acceptance of all terms and conditions. The name of this person is preprinted on the award document. An electronic signature will not be accepted.
- The authorized recipient official should also initial the bottom right corner of each page of the special conditions to signify agreement.

FINANCIAL MANAGEMENT TIP

- If the name of the person accepting the award is not the name preprinted on the award document, then the recipient must submit a Grant Adjustment Notice (GAN) to explain the reason for the change. Submission of the GAN is done through the GMS. The award acceptance document will be **rejected** if it is signed by anyone other than the authorizing recipient official named on the award document unless a GAN has been approved.
- If the signature on the award document is not legible enough for OJP to tell that the signature is that of the authorized recipient official, it will delay final award document acceptance, and may even cause rejection of the award document.

II. Preaward Requirements

2.2 CONDITIONS OF AWARD AND ACCEPTANCE

Do not make any changes to the award document! Doing so will make it null and void.

The signed award document and the special conditions should be submitted to the Office of the Chief Financial Officer (OCFO) Control Desk using any of the following methods:

- Email to acceptance@usdoj.gov
- Toll-free fax to 866-388-3055
- Local fax (Washington, DC) to 202-354-4081
- Alternate fax to 202-353-8475

ACTION ITEM

Select **only one** of these submission options to avoid duplicate submissions. The original signed award document should be retained by the award recipient in its official award file.

If you decide not to accept the award, please contact your program manager to discuss any changes that need to be made. No Federal funds will be disbursed to a recipient until OJP has received the signed award document indicating acceptance of the award and all special conditions.

FINANCIAL MANAGEMENT TIP

By signing the award acceptance document, the recipient confirms that the project director is an employee of the recipient's organization.

You may direct questions concerning award notification and/or acceptance to [OCFO Customer Service](#).

Special Conditions

[Special conditions](#) are terms and conditions that are included with your award. Special conditions may include additional requirements covering areas such as programmatic and financial reporting, prohibited uses of Federal funds, consultant rates, changes in key personnel, and proper disposition of program income.

Some special conditions may be based on the program or the nature of the award itself. Regardless of the program office or the award, there are several special conditions that you will have with any OJP award. These conditions include but are not limited to the following:

- Compliance with this *Financial Guide*
- Submission of an Equal Employment Opportunity Plan if required
- Compliance with audit requirements
- Compliance with the Anti-Lobbying Act
- Compliance with the False Claims Act or committing fraud with grant funds
- Compliance with Recovery Act requirements, if applicable
- Compliance with FFATA requirements

FINANCIAL MANAGEMENT TIP

Failure to comply with special conditions will result in withholding of funds.

II. Preaward Requirements

2.2 CONDITIONS OF AWARD AND ACCEPTANCE

The recipient, upon accepting the award, also agrees to complete and keep on file, as appropriate, the U.S. Citizenship and Immigration Services' Employment Eligibility Verification Form I-9. This form is to be used by recipients of Federal funds to verify that persons are eligible to work in the United States.

Specific types of recipients and program awards have their own special conditions, as described below.

Commercial or For-Profit Organizations

If you are a commercial or for-profit organization, you have additional special conditions on your award. You must agree to:

- Not make a profit on the award and not charge a management fee for the performance of the award.
- Comply with Federal Acquisition Regulation (FAR) cost principles.

Information Technology Awards

If you have received an information technology (IT) award, you must agree to send written notification to the State IT Point of Contact regarding any IT project that is being funded by this award. Here are the details of this condition:

- This correspondence should include a brief description of the project.
- A copy of the correspondence should be sent to the grant manager.
- Once the copy has been received, the grant manager will remove this condition and inform the recipient that he or she has done so.
- If there is no State IT Point of Contact, the recipient agrees to submit a letter to the grant manager stating that this condition is not applicable for that reason.
- The intent of this condition is to facilitate information system communication.
- This condition does not require that the State IT Point of Contact concur with or approve the IT project.
- For a list of State IT Points of Contact, go to [Justice Information Sharing State and Territory Points of Contact](#).

Cooperative Agreements—Reporting on Events

If you have received a cooperative agreement award and you hold or sponsor a conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under the cooperative agreement, and the total cost of any one event exceeds \$20,000 in award funds, you must email your report utilizing the [conference form](#) to OJPConferenceCostReporting@ojp.usdoj.gov within 45 days after the end of the event. You will need the following information in order to submit each report:

- Name of event
- Event dates
- Location of event
- Number of Federal attendees
- Number of non-Federal attendees
- Cost of event space, including rooms for breakout sessions
- Cost of audiovisual services
- Other equipment costs (e.g., computer fees, telephone fees, etc.)
- Cost of printing and distribution
- Cost of meals provided during the event (generally not allowable)
- Cost of refreshments provided during the event (generally not allowable)
- Cost of event planner (logistical & programmatic)
- Cost of event facilitators
- Any other costs associated with the event

II. Preaward Requirements

2.2 CONDITIONS OF AWARD AND ACCEPTANCE

Additionally, you must itemize and report the following costs, which are paid for or reimbursed with cooperative agreement funds, for any attendee (including participants, presenters, and speakers):

- Meals and incidental expenses portion of per diem
- Lodging
- Transportation to/from event location (e.g., common carrier, privately owned vehicle [POV])
- Local transportation (e.g., rental car, POV) at event location
- Lodging

FINANCIAL MANAGEMENT TIP

Items paid for with registration fees, or other non-award funding, do not need to be reported on the conference form.

State Block or Formula Subawards

If you have received a block or formula subaward from your State, your project must be operational within a specified time frame or face the possibility of it being cancelled. The State is required to pass on to you the following conditions:

- If a project is not operational within 60 days of the original start date of the award period, the State requires you to send a letter explaining the steps taken to initiate the project, the reasons for the delay, and the expected revised start date.
- If a project is not operational within 90 days of the original start date of the award period, the State will require from you a second letter explaining the implementation delay.
 - ▶ Upon receipt of the 90-day letter, the State may cancel the project and request OJP approval to redistribute the funds to other project areas.
 - ▶ The State may also, under extenuating circumstances, extend the implementation date of the project past the 90-day period.
 - ▶ When this occurs, a note must be added to the appropriate subaward files explaining the extension.

ACTION ITEM

States should evaluate all special conditions of their direct award and document whether each special condition will be passed to its subrecipients. If a special condition is not passed to the subrecipient, the State should document why it made this decision.

Federal Obligation Process

When you are approved for an award, the Federal agency that is granting you the award will reserve (set aside) the amount of the money that they are giving you and record it in their books. Any funds or monies that are set-aside funds are reserved against the award until you and the subrecipient spend all of these funds.

If the funds are not used within statutory or other time limits, the funds that were set aside will revert back to OJP or the awarding agency through de-obligation of the unused balance.

Funding process:

- On the award date, you are notified of award approval and obligation, as described previously.
- Once you accept the award, in order for you to receive payment of funds obligated in OJP's accounting system, you must be in compliance with the special conditions listed in the award document. You also must be in compliance with all reporting requirements.

II. Preaward Requirements

2.2 CONDITIONS OF AWARD AND ACCEPTANCE

- All recipients are required to submit the SF-425 (also known as the Federal Financial Report or FFR) for each award on a quarterly basis for the life of the grant. A copy of the FFR is located in [Appendix II](#).
- For discretionary awards, performance and progress reports are also required on a semiannual basis.
- Funds will not be disbursed if reports are delinquent.

FINANCIAL MANAGEMENT TIP

If the award date is after the start date of the award, the first FFR submitted to OJP should cover the time period from the actual award date to the end of the calendar quarter in which the award was made.

Automated Clearinghouse Enrollment

Before you can start [drawing down](#) and spending your money, you must complete and submit an Automated Clearinghouse (ACH) form. This form will have your banking information on it, which enables your award funds to be electronically transferred into your bank account.

ACTION ITEM

The completed ACH form you are required to submit must have the original signature of the authorized official of your financial institution. You can find the ACH form at [OJP Standard Forms and Instructions](#), along with instructions on where to submit the original, signed document.

The U.S. Department of the Treasury uses the ACH information to transmit payment data using electronic funds transfer to the recipient's designated financial institution. Payments cannot be made without a current, valid, and complete ACH form on file.

[Chapter 3.1](#) of this *Guide* provides additional information on payments and the Grants Payment Request System (GPRS).

FINANCIAL MANAGEMENT TIP

If you have an active award, you do not have to submit a new ACH form for each new award. However, if you would like to revise your current banking information, a new ACH form must be submitted.

II. Preaward Requirements

2.3 STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS

Accounting System

All recipients and subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. As a recipient, you must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. You should keep detailed accounting records and documentation to track all of the following information:

- Federal funds awarded
- Federal funds drawn down
- Matching funds of State, local, and private organizations, when applicable
- Program income
- Subawards (amount, purpose, award conditions, and current status)
- Contracts expensed against the award
- Expenditures

Please consult [Title 28 CFR Part 66](#) and [Title 28 CFR Part 70](#) for more information.

What Is An Adequate Accounting System?

- An adequate accounting system can be used to generate reports required by award and Federal regulations. Your system must support all of the following:
 - ▶ Financial reporting that is accurate, current, complete, and compliant with all financial reporting requirements of your award or subaward
 - ▶ If you are a recipient, establishment of reasonable procedures to ensure the receipt of reports on subrecipients' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency
 - ▶ Accounting systems should be able to account for award funds separately (no commingling of funds).
- An adequate accounting system allows you to maintain documentation to support all receipts and expenditures and obligations of Federal funds.
- An adequate accounting system collects and reports financial data for planning, controlling, measuring, and evaluating direct and indirect costs. Your system should help you capture all relevant expenses to make sure that you obtain approval from your [cognizant Federal agency](#) for all indirect costs.
- Your system should have all of the following capabilities:
 - ▶ **Internal control.** Your system should allow you to exercise effective control and accountability for all grant and subgrant cash, real and personal property, and other assets. As a recipient or subrecipient, you must adequately safeguard all such property and assure that it is used solely for authorized purposes. Please consult [these resources](#) for additional information.
 - ▶ **Budget control.** Your system should let you compare actual expenditures or outlays with budgeted amounts for each award and subaward. It also must relate financial information to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the award or subaward agreement.
 - ▶ **Allowable cost.** Your system should support you in making sure that you follow applicable Office of Management and Budget cost principles, agency program regulations, and the terms of grant and subgrant agreements in determining the reasonableness, allowability, and allocability of costs.
 - ▶ **Source documentation.** Your system should require you to support accounting records with source documentation (e.g., cancelled checks, paid bills, payrolls, time and attendance records, and contract and subgrant award documents).

II. Preaward Requirements

2.3 STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS

- ▶ **Cash management.** An adequate system will require you to follow procedures for minimizing the time between the transfer of funds from the U.S. Department of the Treasury and disbursement by recipients and subrecipients whenever advance payment procedures are used. Also, when advances are made by electronic funds transfer, or EFT, methods, your system should help you as the recipient to make draw downs as close as possible to the time of making disbursements.
- ▶ **Subrecipient monitoring support.** Your system should involve monitoring of cash draw downs by subrecipients to assure that they conform substantially to the same standards of timing and amount as apply to advances to you as the direct recipient.
- An adequate accounting system for a recipient must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients.

The adequacy of your financial management system may be reviewed as part of the application process or at any time subsequent to the award.

Block and Formula Awards

To properly account for block and formula awards, the State should establish and maintain program accounts which will enable separate identification and accounting for:

- Block and formula grant funds expended through subrecipients
- Formula funds utilized to develop a State plan and to pay that portion of expenditures necessary for administration

Discretionary Awards

To properly account for discretionary awards, all recipients should establish and maintain program accounts which will separately identify and account for:

- Receipt and disposition of all funds (including program income)
- Funds applied to each budget category included within the approved award
- Expenditures governed by any special and general provisions
- Non-Federal matching contribution, if required

The American Recovery and Reinvestment Act Awards

- All recipients must track, account for, and report on American Recovery and Reinvestment Act of 2009 (Recovery Act) award funds separately from all other funds (including funds from other U.S. Department of Justice awards).
- Recovery Act funds may be used with other non-Recovery Act funding sources to assist in the completion of the same or similar projects, but tracking and reporting of Recovery Act funds must be separate.
- If a position is funded partially with Recovery Act funds, then Recovery Act-funded hours must be tracked separately.
- Additional details on the management of Recovery Act awards can be found in [Chapter 3.20: The American Recovery and Reinvestment Act of 2009](#) of this *Guide*.

FINANCIAL MANAGEMENT TIP

Recommendations for separately tracking and reporting on Recovery Act awards: 1) At a minimum, use a spreadsheet to track each Recovery Act award; 2) Automated systems must have codes or accounts specific to Recovery Act-funded programs and identify all Recovery Act transactions with the new codes (e.g., ARRA-BJA, ARRA-OVW-STOP, ARRA-COPS).

II. Preaward Requirements

2.3 STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS

Total Cost Budgeting and Accounting

To ensure adequate fiscal administration, accounting, and auditability of all Federal funds received, your records should be established using the Federal agency “total program cost” basis. This includes all of the following types of funding sources:

- Federal funds
- State funds
- Match
- Program income
- Any other funds received for the program

You should submit budgets based upon the total estimated costs for the project including all funding sources. List anticipated expenditures according to the funding source from which they will be paid. The example below displays one sheet of a sample budget; additional back-up pages will further break out personnel and other costs, as well as the anticipated source(s) for match and program income.

Sample Budget

Budget Expenditure Categories	Projected Project Costs	Federal Award	15% Match	Program Income	Balance
Personnel/Direct Labor	\$69,732	\$59,272	\$10,490	—	\$(30)
Fringe @ 33% Actual	\$23,012	\$19,560	\$3,462	—	\$(10)
Subtotal	\$92,744	\$78,832	\$13,952	—	\$(40)
Travel	\$4,620	\$4,620	—	—	—
Equipment	—	—	—	—	—
Office Supplies	\$720	\$220	\$500	—	—
Contractual	\$4,000	\$4,000	—	—	—
Other	\$2,618	\$2,037	—	—	\$581
Training Supplies	\$2,250	\$1,200	\$500	—	\$550
Registration Fees	—	—	—	\$1,200	\$(1,200)
Indirect @ 10% Actual	\$10,695	\$9,091	\$1,495	—	\$109
Total Project Costs	\$117,647	\$100,000	\$16,447	\$1,200	—

Commingling of Funds

Although Federal regulations do not require physical segregation of cash deposits, the accounting systems of all recipients and subrecipients must ensure that agency funds are not commingled with funds from other Federal agencies.

- You must account for each award separately.
- Recipients and subrecipients are prohibited from commingling funds on either a program-by-program or project-by-project basis.
- Funds specifically budgeted and/or received for one project may not be used to support another.

II. Preaward Requirements

2.3 STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS

- If your automated general ledger accounting system cannot comply with this requirement, you should establish a system to adequately track funds according to each budget category.

FINANCIAL MANAGEMENT TIP

Some programs, such as the Justice Assistance Grant program, require the deposit of funds into a trust fund. In addition, sometimes a high-risk designation will require a recipient to segregate awards into separate bank accounts.

Example

How a recipient can avoid commingling funds:

A recipient with three awards has a bank account with a balance of \$47,948. The subsidiary accounting ledgers for the cash account clearly show how much cash is available for each award: for award 1, \$15,000; for award 2, \$30,068; and for award 3, \$2,880.

Sample Ledger	Award 1	Award 2	Award 3
Grant Award	\$23,500.00	\$50,000.00	\$10,800.00
Program Income	\$1,169.00	0.00	0.00
In-Kind	0.00	0.00	0.00
Total Project	\$24,669.00	\$50,000.00	\$10,800.00
Personnel/Direct Labor	\$4,750.00	\$10,600.00	\$1,950.00
Fringe @ 33% Actual	\$1,567.50	\$3,498.00	\$643.50
Subtotal	\$6,317.50	\$14,098.00	\$2,593.50
Travel	0.00	\$45.00	0.00
Equipment	0.00	\$3,610.00	\$4,606.50
Supplies	\$2,042.50	\$263.80	0.00
Contractual	0.00	0.00	0.00
Other	\$430.00	\$103.20	0.00
Indirect @ 10% Actual	\$879.00	\$1,812.00	\$720.00
Total Expense	\$9,669.00	\$19,932.00	\$7,920.00
Cash Balance	\$15,000.00	\$30,068.00	\$2,880.00

If your accounting system does not make it possible to identify funds and expenditures with a particular program (with the identification supported by source documentation), a site visit or an audit of that program may result in those costs being questioned or disallowed.

Example

How a recipient can make sure that funds and expenditures are clearly identifiable with specific programs within the accounting system:

A recipient has three active awards and four staff members who charge a portion of their time to all three awards. One expense account with payroll costs for all four staff members is not sufficient for purposes of accounting for each award. Each staff member must complete time and attendance records which clearly show the time each spent on each award by name or code; the recipient must maintain the time and attendance records and use them to distribute actual payroll costs to each award.

II. Preaward Requirements

2.3 STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS

Recipient and Subrecipient Accounting Responsibilities

Direct recipients must have established, written policies on subrecipient monitoring.

Reviewing Financial Operations

- Direct recipients should be familiar with, and periodically monitor, their subrecipients' financial operations, records, systems, and procedures.
- As a recipient, you should direct particular attention to the subrecipient's maintenance of current financial data.
- Please refer to [Chapter 3.14](#) for additional information about subrecipient monitoring.

Recording Financial Activities

- The recipient should record in its books in summary form the subrecipient's award or contract obligation, as well as cash advances and other financial activities.
- The recipient should record on its books the expenditures of its subrecipients. Alternatively the subrecipient may file report forms for tracking of its financial activities.
- Non-Federal contributions applied to programs or projects by subrecipients should likewise be recorded, as should any program income resulting from program operations.

Budgeting and Budget Review

- The recipient should ensure that each subrecipient prepares an adequate budget on which its award commitment will be based.
- The detail of each project budget should be kept on file by the recipient.

Accounting for Non-Federal Contributions

- Non-Federal contributions may include in-kind services (donated services such as volunteered time) or cash.
- Recipients should ensure that the requirements, limitations, and regulations pertinent to non-Federal contributions are applied.

Ensuring that Subrecipients Meet Audit Requirements

- Recipients must ensure that subrecipients have met the necessary audit requirements contained in this *Guide* (see [Chapter 3.19](#)).

Reporting Irregularities

- Recipients and their subrecipients are responsible for promptly notifying the awarding agency and the Federal cognizant audit agency of any illegal acts, irregularities, and/or proposed or actual actions.
- Illegal acts and irregularities include conflicts of interest, falsification of records or reports, and misappropriation of funds or other assets.
- Please notify the appropriate OJP Bureau or Program Office of any irregularities that occur.

Avoiding Business with Debarred and Suspended Organizations

- Recipients and subrecipients must not award or permit any award at any level to any party which is debarred or suspended from participation in Federal assistance programs.
- For details regarding debarment procedures, see [Title 28 CFR Part 67, "Government-wide Debarment and Suspension."](#)

II. Preaward Requirements

2.3 STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS

Bonding

- The awarding agency may require adequate fidelity bond coverage where a recipient lacks sufficient coverage to protect the Federal Government interest (see [Title 2 CFR Part 215, Subpart C](#)).

Minority-Owned Banks

Consistent with the national goal of expanding the opportunities for women-owned and minority-owned business enterprises, recipients shall be encouraged to use women-owned and minority-owned banks (a bank which is owned at least 50 percent by women or minority group members). For more information see [Title 2 CFR Part 215.22 \(j\)](#).

A list of minority-owned banks may be obtained from the following agency:

Minority Business Development Agency
U.S. Department of Commerce
Washington, DC 20230

Supplanting

Federal funds must be used to **supplement** existing State and local funds for program activities and must not supplant those funds that have been appropriated for the same purpose.

- Supplanting will be reviewed during the application process, post-award monitoring, and audit.
- If reviewers think that supplanting may have occurred, then the applicant or recipient will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.
- For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds.

Example

To help clarify the difference between supplementing and supplanting, we provide the following example:

State funds are appropriated to hire 50 new police officers, and Federal funds are awarded for hiring 60 new police officers. At the end of the year, the State has hired 60 new police officers, and the Federal funds have been exhausted. The State has not used its funds towards hiring new officers, but instead reduced its appropriation for that purpose and assigned or appropriated the funds to another purpose. In this case, the State has supplanted its appropriation with the Federal funds. If supplanting had not occurred, 110 new officers would have been hired using Federal funds for 60 officers and State funds for 50 officers.

ACTION ITEM

Where the conduct of a program or one of its components is delegated to a subrecipient, the direct recipient is responsible for all aspects of the program including proper accounting and financial recordkeeping by the subrecipient. The recipient is responsible for the accounting of receipts and expenditures, cash management, maintenance of adequate financial records, and refunding of expenditures disallowed by audits.

III. Postaward Requirements

3.1 PAYMENTS

Using the Grant Payment Request System

Frequently Asked Questions	
Q	What does it mean when we use the term “draw down”?
A	“Draw down” is the term used to describe the process when a recipient requests and receives money under an award agreement.
Q	How does the money reach our organization?
A	Electronic funds transfer from the U.S. Department of the Treasury based on the information you provided on the Automated Clearinghouse (ACH) form.
Q	How do I request payment for my organization’s award?
A	Through the Grant Payment Request System, or GPRS.
Q	I tried to draw down funds but the system won’t let me?
A	We suggest that you follow up in one or more of the following ways: • Check any error messages you may have received in GPRS. Sometimes minor data entry errors are the cause of the error messages. Also, if you need to call Customer Service, having the error messages will assist us in determining how to resolve your issues. • Check to see if all award special conditions, including high-risk special conditions, if applicable, have been met. Many special conditions lead to the withholding of funds until the conditions have been met and cleared with a Grant Adjustment Notice, or GAN. • Check to see that all Federal Financial Reports (FFRs) and Progress Reports have been submitted. The system has automatic edits in place that will prevent you from drawing your funds until all the required reports have been submitted. • Call Customer Service.
Q	What if I am not a Financial Point of Contact (FPOC) in the Grants Management System (GMS)? Can I still register for GPRS?
A	No. You must first register in GMS as an FPOC.
Q	How do I register as an FPOC in GMS?
A	Please go to the GMS website at https://grants.ojp.usdoj.gov/gmsexternal to register. Also visit Chapter 2.2: Conditions of Award and Acceptance for additional information.

GPRS is the method for requesting payment of award funds. It is an online system that allows you to view your active award balances and history of draw downs to date. You can access GPRS at <https://grants.ojp.usdoj.gov/gprs>. The [GPRS User Guide](#) provides information on using GPRS.

Some benefits of the GPRS:

- Ability to view and print a transaction history for an award
- Summary of award information
- Award amount
- Hold amounts
- Last submission of Standard Form 425 (SF-425)
- Ability to cancel pending payment request
- Secure individual login

The username and password used to access GPRS will vary based on the Federal organization that issued your award.

III. Postaward Requirements

3.1 PAYMENTS

If your award was issued by the Office of Justice Programs (OJP) or the Office on Violence Against Women (OVW), only user(s) within your organization that have been designated as the FPOC for the award in GMS may access GPRS.

- To log in and submit payment requests, the FPOC must first register in GPRS.
- To complete the GPRS registration, the FPOC will need their GMS username and password.
- Once the registration has been successfully submitted, the information will be verified against GMS.
- During this time, the FPOC will not be able to log into GPRS until receiving an email from GPRS approving his or her access.
- After the FPOC receives the approval email, he or she may log into GPRS using his or her existing GMS username and password.

If your award was issued by the Office of Community Oriented Policing Services (COPS) and you have received a preregistration email from GPRS, then you may log into GPRS using the username and temporary password provided in the email. If you have not received a preregistration email, then the person(s) within your organization responsible for payment requests must register in GPRS.

- To register in GPRS for COPS awards, you will need to enter the following:
 - ▶ A unique username and response to a secret question
 - ▶ Name and contact information
 - ▶ Vendor number found on your COPS award document
- You must also indicate the awards to which you wish to have access for submitting payment requests.
Note: You will only be able to submit payment requests for the COPS awards selected.
- Once the registration has been successfully submitted, the user and award information will be verified by COPS. During this time, you will not be able to log into GPRS until you receive an approval email from GPRS with your login information. The approval email will also list the COPS awards to which you have been given access. If access was denied for any award selected during registration, the rejection reason will be included in the GPRS email.
- After you receive the approval email, you may log into GPRS using the username and temporary password provided in the email.

FINANCIAL MANAGEMENT TIP

Recipients with both OJP/OVW and COPS awards will be required to maintain two separate accounts in GPRS.

If you have an OJP or OVW award and have questions on GPRS, please contact the [OCFO Customer Service Center](#).

If you have an award through COPS and have questions on GPRS, please contact the [COPS-U.S. Department of Justice Response Center](#).

III. Postaward Requirements

3.1 PAYMENTS

Payment Transaction Timeline

Top Ten Tips for the GPRS Process	
1	Make sure the award document has been signed and returned.
2	Be current on the required quarterly FFRs.
3	Make sure all special conditions affecting payment have been met.
4	Make sure a signed ACH Enrollment form has been submitted.
5	If registering with OJP/OWV, you must be the FPOC in GMS, and have your GMS login ID and password.
6	If registering with COPS, you must also have an OJP vendor number and input your award number(s).
7	Know if you are requesting an advance or reimbursement (advances must be spent within 10 days of receipt).
8	Double-check dates to avoid a duplicate request (the funding request cannot overlap dates used previously for draw downs).
9	Know the amount you are requesting.
10	Pay attention to any error messages.

The GPRS process and timeline for payment transactions is as follows:

- Awardees access GPRS via the web to request payment of funds.
- Once you have made a request, GPRS checks several items, including but not limited to:
 - ▶ Whether funds are available to be drawn on the award;
 - ▶ Whether all withholding special conditions have been met; and
 - ▶ Whether all required reports have been filed.
- Once GPRS has approved the payment, the information is transmitted to the U.S. Department of the Treasury (Treasury).
- Payment is electronically deposited into your organization's bank account, typically within 72 hours.

The Debt Collection Improvement Act of 1996 states that all eligible recipients of Federal payments must receive funds electronically. In addition to the payment, the bank also receives what is called an addendum record.

The U.S. Department of Treasury uses ACH information to transmit payment data using electronic funds transfer to the recipient's designated financial institution. Without a current, valid and complete ACH form on file, payment requests for the same grant on the same day must be less than \$10 million.

If you have a current, valid and complete ACH form on file, payment requests for the same grant on the same day must be less than \$100 million. For questions please contact the OCFO Customer Service Center at 1-800-458-0786 or by email at ask.ocfo@usdoj.gov.

In order to properly close out our books at the end of each month, OJP does not process payment requests during the last 5 business days of each month.

FINANCIAL MANAGEMENT TIPS

- Treasury will deposit payments into the bank account designated by your signed and filed ACH form.
- Remember that your FFR and Progress Reports must be current in order to draw down funds.

III. Postaward Requirements

3.1 PAYMENTS

ACTION ITEMS

- Please contact your bank to arrange access to addendum records for your account.
- OJP strongly suggests that recipients make payment requests before the last 5 working days of each month.
- At the end of the award period, draw down any remaining allowable expenses within 90 days!

Understanding the Withholding of Funds

Under certain circumstances, the recipient may be unable to access or draw down funds on an award. The awarding agency may withhold funds from your organization if any of the following conditions exist:

- Program or project goals have not been met.
- You have drawn down cash in excess of immediate needs for disbursement.
- Award special conditions or guidelines have not been met.
- Program/financial monitoring or Office of the Inspector General or single audits revealed serious concerns regarding the administration of the award, subawards, or contracts.
- [FFRs](#), Progress Reports, and/or Audit Reports have not been submitted by the due date.
- You have not initiated closeout of the award within 90 days of the end of the project period.
- You have been designated as a DOJ high-risk grantee.

Drawing Only What is Needed

Your organization should request funds based upon immediate disbursement/reimbursement requirements. Funds will not be paid in a lump sum, but rather disbursed over time as project costs are incurred or anticipated (with the exception of block grant programs such as the Byrne Justice Assistance Grant [JAG] Program, Juvenile Accountability Block Grant [JABG] Program, and State Criminal Alien Assistance Program [SCAAP] awards, which may be drawn or paid out in a lump sum).

You should time your draw down requests to ensure that Federal cash on hand is the minimum needed for disbursements/reimbursements to be made immediately or within 10 days. If the funds are not spent or disbursed within 10 days, you must return them to the awarding agency.

Fund requests from subrecipients create a continuing cash demand on award balances of the State. States should keep in mind that idle funds in the hands of subrecipients will impair the goals of effective cash management.

You should develop written procedures for cash management of funds to ensure that Federal cash on hand is kept at or near zero. OCFO periodically conducts financial reviews to ensure that this requirement is met.

Managing Interest Earned

Both you and your subrecipients should minimize the time elapsing between receiving Federal funds and the disbursement of those funds to pay for program expenses. Various laws and regulations affect how you should account for, use, and return interest income earned on Federal funds to the Federal Government. How you should handle interest income is determined by the:

- Organization structure (State, local, nonprofit, tribal, or for-profit)
- Award type

III. Postaward Requirements

3.1 PAYMENTS

Please refer to the *How to Manage Interest Income* [table](#) at the end of this chapter to determine how your organization should handle interest income.

Interest income on block grants such as JAG and JABG must be accounted for and reported as program income. See [Chapter 3.4: Program Income](#) of this *Guide* for more information. In general, interest income for all other awards must be remitted to the U.S. Department of Health and Human Services.

Understanding the Cash Management Improvement Act of 1990

[The Cash Management Improvement Act of 1990](#) was an amendment to the Intergovernmental Cooperation Act of 1968, 31 United States Code (U.S.C.) 6503. Under the provision 31 U.S.C. 5(b) of Public Law 101-453, States are no longer exempt from returning interest to the Federal Government for drawing down funds prior to the need to pay off obligations incurred. The provisions of 31 U.S.C. 6503(c)(1) require States to pay interest in the event that the State draws down funds before the funds are needed to pay for program expenses.

Recipients and subrecipients that administer confidential funds may establish different procedures for administering confidential funds to provide quick access to funds to meet the needs of the project. Written policies and procedures must be in place to address confidential funds. [Chapter 3.12: Confidential Funds](#) defines and discusses confidential funds.

The Cash Management Improvement Act of 1990 and other laws will have different impacts on different kinds of award recipients. The table in the [How to Manage Interest Income](#) section of this chapter provides information by specific types of recipient organization: States, tribal government organizations, localities, and nonprofit organizations.

III. Postaward Requirements

3.1 PAYMENTS

How to Manage Interest Income

Award Type	Regulatory Reference	How to Manage Interest Income	Where to Send Interest Income
State Entities <i>Including State Agencies, State Higher Education, State Hospitals, and State Instrumentalities</i>			
JAG JABG	Section 203 of the Intergovernmental Cooperation Act of 1968 (Pub L. 90-577; 31 United States Code [U.S.C.] 6503(a)).	Account for and report as program income. Use for program purposes. Return unused interest income.	Office of Justice Programs Office of the Chief Financial Officer ATTN: Accounting Control Branch Washington, DC 20531
All other	Cash Management Improvement Act of 1990, an amendment to the Intergovernmental Cooperation Act of 1968, 31 U.S.C. 6503.	Return interest income to the U.S. Department of Health and Human Services.	U.S. Department of Health and Human Services Division of Payment Management Services P.O. Box 6021 Rockville, MD 20852
Tribal Governmental Organizations			
All	Sections 102, 103, and 104 of the Indian Self-Determination Act and Education Act (Pub. L. 93-638; U.S.C. 450(j)).	Account for and report as program income. Use for program purposes.	N/A
Localities <i>Including Cities, Counties, Towns, Parishes, Police and Sheriffs' Departments, and Special Districts Created by State Law</i>			
JAG JABG	Section 203 of the Intergovernmental Cooperation Act of 1968 (Pub L. 90-577; 31 United States Code [U.S.C.] 6503(a)).	Account for and report as program income. Use for program purposes. Return unused interest income.	Office of Justice Programs Office of the Chief Financial Officer ATTN: Accounting Control Branch Washington, DC 20531
All other	Cash Management Improvement Act of 1990, an amendment to the Intergovernmental Cooperation Act of 1968, 31 U.S.C. 6503, under the provision 31 U.S.C. 5(b) of Public Law 101-453.	Return interest income in excess of \$100 per Federal fiscal year to the U.S. Department of Health and Human Services.	U.S. Department of Health and Human Services Division of Payment Management Services P.O. Box 6021 Rockville, MD 20852
Nonprofit Organizations			
All		Return interest income in excess of \$250 per Federal fiscal year to the U.S. Department of Health and Human Services.	U.S. Department of Health and Human Services Division of Payment Management Services P.O. Box 6021 Rockville, MD 20852

III. Postaward Requirements

3.2 PERIOD OF AVAILABILITY OF FUNDS

Availability of Awards

Office of Justice Programs (OJP) awards have different periods for the availability of funds and the performance of the program. This information is stated on the award document. Please review your award document in detail and pay particular attention to the program start and end dates.

Some block/formula awards administered by the Bureau of Justice Assistance (BJA) and the Office of Juvenile Justice and Delinquency Prevention (OJJDP) are awarded for the Federal fiscal year of the appropriation plus two additional Federal fiscal years, and some formula grants administered by the Office for Victims of Crime (OVC) are available for the fiscal year of the award plus three additional fiscal years. Discretionary awards made by OJP offices and bureaus are awarded for a specified time, and a particular award period is established for each award (usually 12 or 18 months). See the discussion of no-cost extensions in the [Criteria for Award Extension](#) section for more information.

Obligation of Funds

An obligation is a program, contract, purchase order, or subaward to which your organization has committed. For example, if you place an order for a piece of equipment to be purchased with award funds, the order is an [obligation](#).

Obligations must occur during the project period stated on your award documents. An obligation occurs when funds are committed, such as in a valid purchase order or requisition to cover the cost of purchasing an authorized item on or after the begin date and up to the last day of the project period.

FINANCIAL MANAGEMENT TIP

If you enter into a contract prior to the start of the project period, the entire cost of the contract may not be an allowable expense.

Any funds not obligated by the recipient within the award period will lapse and revert to the awarding agency. The obligation deadline is the last day of the grant award period unless otherwise stipulated. No additional obligations can be incurred after the end of the award. For example, if the award period is October 1, 2009 to September 30, 2011, the obligation deadline is September 30, 2011.

ACTION ITEM

Expenditures paid after the end of the award period but within the expenditure period MUST have documentation to demonstrate that the obligation was incurred BEFORE the end of the award period. For example, an invoice paid 25 days after the end of the award period must have an invoice date, purchase order date, or other documentation showing the date services were rendered prior to the end of the award period.

Recipients and subrecipients must complete performance during the obligation period. Performance as a result of a contract under a block/formula award may be completed during the expenditure period not to exceed 90 days after the end date of the award.

Expenditure of Funds

An expenditure is a payment or disbursement. The [expenditure](#) may be for the purchase of an asset, the reduction of a liability, or a distribution to the owners. It may or may not be considered an expense. For instance, an expenditure to eliminate a liability is not an expense, while expenditures for advertising, salaries, etc., will likely be recorded immediately as expenses.

III. Postaward Requirements

3.2 PERIOD OF AVAILABILITY OF FUNDS

To illustrate the difference between an expenditure and an expense from an accounting perspective, we provide the following example:

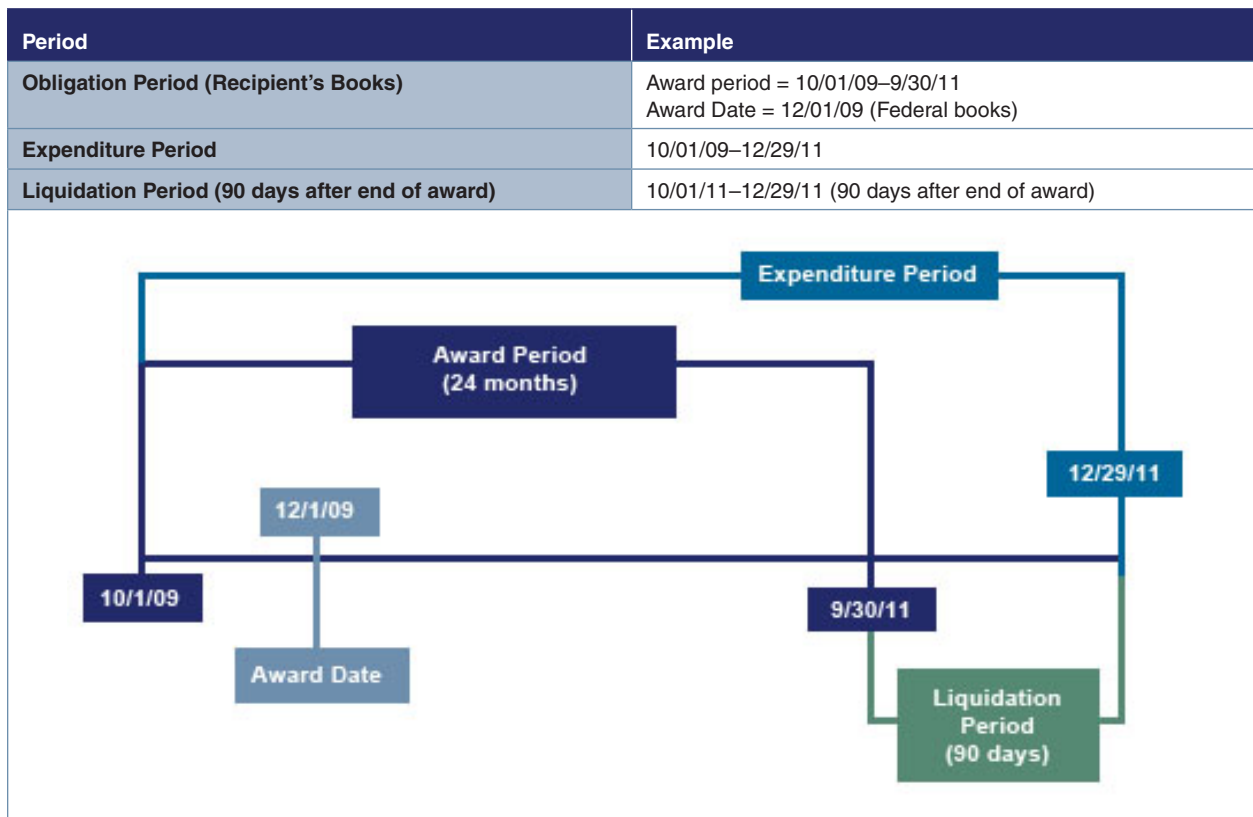
Example:

A recipient purchases a \$50,000 police car with award funds. The cost of the car is an expenditure of award funds, and all \$50,000 is deducted from the available award funds for purposes of accounting for the award fund balance. However, for purposes of an entity's financial statements, the car will be capitalized as an asset and depreciated over the life of the car.

Expenditure of funds may occur during the award liquidation period, which is no later than **90 days** after the end date of the award. If your award has been properly obligated, you will have the full liquidation period for remaining expenditures. Any funds not liquidated at the end of the **90-day period** will revert to the awarding agency.

The liquidation period exists to allow projects time to receive ordered goods and make final payments. No new obligations may be made during the [liquidation period](#).

Example of Obligation, Expenditure, and Liquidation Periods



FINANCIAL MANAGEMENT TIP

The Grant Payment Request System automatically freezes funds 90 days after the end of the award!

III. Postaward Requirements

3.2 PERIOD OF AVAILABILITY OF FUNDS

Criteria for Award Extension

Requests for a no-cost extension of an award period must be submitted through the Grants Management System (GMS). Recipients are to use the Grant Adjustment Notice (GAN) module in GMS to request the extension.

ACTION ITEM

Award recipients may request a no-cost extension by submitting a GAN at any time after accepting the award, but no later than 30 days prior to the end of the award.

The recipient should act as soon as possible so that the appropriate signatures are received prior to the end of the award period, allowing the program office sufficient time to process the GAN.

All awards (except for Victims Compensation and Assistance funds) may be awarded an extension of the obligation date in response to a GAN request. The request for extension must state the need for the extension and indicate the additional time required.

The criteria for extending the obligation or expenditure deadline for a project or program include the following:

- All applicable Federal Financial Reports and Progress Reports must be on file and current.
- All special conditions attached to the award must be satisfied, except for those conditions that must be fulfilled in the remaining period of the award. This criterion also includes the performance and resolution of audits in a timely manner.
- A narrative justification must be submitted with the project or program extension request. Complete details must be provided, including the justification and the extraordinary circumstances which require the proposed extension. The recipient must explain the effect a denial of the request will have on the project or program.
- You should receive a response from us within **15 working days** of receipt of the request.
- To avoid the need to make a request to extend the obligation or expenditure deadline of a block/formula program, all subawards should have been completed at least six months prior to the end of the obligation deadline for the award.

ACTION ITEM

Justice Assistance Grant (JAG) Program awards have new requirements for requesting no-cost extensions. The recipient should contact the [BJA](#) grant manager for the additional requirements.

Project Extension Facts

- The maximum extension allowable for any project period is generally 12 months.
- Generally, requests for retroactive extension of project periods may not be considered.
- Generally, only one extension per award will be permitted.
- A request for an extension of the obligation period of a program beyond 12 months must be justified by extraordinary circumstances beyond the control of the recipient and subrecipient.
- Extension of the expenditure deadline date is allowable for all awards (including the State Victim Assistance Grant Program and State Victim Compensation Grant Program) upon email notification that the submission of the request through the GAN module in GMS was approved by the awarding agency.

III. Postaward Requirements

3.3 MATCHING OR COST SHARING REQUIREMENTS

Match Requirements

Matching requirements vary across Office of Justice Programs (OJP) programs. Funds provided for a match must be used to support a Federally funded project and must be in addition to (and therefore supplement) funds that would otherwise be made available for the stated program purpose. For example, in the case of Edward Byrne Memorial Justice Assistance formula awards, the program area would be law enforcement. Match for a block/formula award program is to be provided on a project-by-project basis, unless otherwise stated in the program guidelines.

Any departure from the program guidelines must receive prior written approval from OJP.

FINANCIAL MANAGEMENT TIP

Match is restricted to the same use of funds as allowed for the Federal funds. If it is **not allowable** under the Federal award, it is **not allowable** as match.

Types of Match

Match is typically stated as a percentage of the total project costs for an award. For example, a 20 percent match on a \$100,000 project would be \$20,000, where \$80,000 is provided by the Federal Government and \$20,000 is provided by the recipient. There are two kinds of match:

- Cash match (hard) includes cash spent for project-related costs. An allowable cash match must include costs which are allowable with Federal funds, except acquisition of land, when applicable.
- In-kind match (soft) includes, but is not limited to, the valuation of non-cash contributions. “In-kind” may be in the form of services, supplies, real property, and equipment.

For example, if in-kind match is permitted by law (other than cash payments), then you can use the value of donated services to comply with the match requirement. Also, third party in-kind contributions may count toward satisfying match requirements, provided the recipient of the contributions expends them as allowable costs.

Documentation supporting the market value of in-kind match must be maintained in the award recipient files. Valuation of in-kind match may take one of the following forms:

- Valuation of donated services.
 - ▶ **Volunteer services.** Unpaid services provided to a grantee or subgrantee by individuals will be valued at rates consistent with those ordinarily paid for similar work in the grantee’s or subgrantee’s organization. If the grantee or subgrantee does not have employees performing similar work, the rates will be consistent with those ordinarily paid by other employers for similar work in the same labor market. In either case, a reasonable amount for fringe benefits may be included in the valuation.
 - ▶ **Employees of other organizations.** When an employer other than a grantee, subgrantee, or cost-type contractor furnishes free of charge the services of an employee in the employee’s normal line of work, the services will be valued at the employee’s regular rate of pay exclusive of the employee’s fringe benefits and overhead costs. If the services are in a different line of work, please review the Code of Federal Regulations link referenced below.
- Valuation of third party donated supplies and loaned equipment or space.
 - ▶ If a third party donates supplies, the contribution will be valued at the market value of the supplies at the time of donation.
 - ▶ If a third party donates the use of equipment or space in a building but retains title, the contribution will be valued at the fair rental rate of the equipment or space.

III. Postaward Requirements

3.3 MATCHING OR COST SHARING REQUIREMENTS

- Valuation of third party donated equipment, buildings, and land.
 - ▶ If a third party donates equipment, buildings, or land, and title passes to a grantee or subgrantee, the treatment of the donated property will depend upon the purpose of the grant or subgrant, as follows:
 - **Awards for capital expenditures.** If the purpose of the grant or subgrant is to assist the grantee or subgrantee in the acquisition of property, the market value of that property at the time of donation may be counted as cost sharing or matching.
 - **Other awards (1).** If assisting in the acquisition of property is not the purpose of the grant or subgrant, and *approval is obtained* from the awarding agency, the market value at the time of donation of the donated equipment or building and the fair rental rate of the donation may be counted as cost sharing or matching. In the case of a subgrant, the terms of the grant agreement may require that the approval be obtained from the Federal agency as well as the grantee. In all cases, the approval may be given only if a purchase of the equipment or rental of the land would be approved as an allowable direct cost. If any part of the donated property was acquired with Federal funds, only the non-Federal share of the property may be counted as cost-sharing or matching.
 - **Other awards (2).** If assisting in the acquisition of property is not the purpose of the grant or subgrant, and *approval is not obtained* from the awarding agency, no amount may be counted as donation, and only depreciation or use allowances may be counted as an allowable expense. The depreciation or use allowances for this property are not treated as third party in-kind contributions. Instead, they are treated as costs incurred by the grantee or subgrantee. They are computed and allocated (usually as indirect costs) in accordance with the cost principles specified in Title 28 CFR Part 66.22, in the same way as depreciation or use allowances for purchased equipment and buildings. The amount of depreciation or use allowances for donated equipment and buildings is based on the property's market value at the time it was donated.

Please refer to [Title 28 Code of Federal Regulations \(CFR\) §66.24](#) for more information about types of match and match requirements.

Figure 8-1 explains how match calculation works.

Figure 8-1: How to Calculate Match

Formula					
Step 1	Award Amount	÷	% of Federal Share	=	Total (Adjusted) Project Cost
Step 2	Total (Adjusted) Project Cost	x	% of Recipient's Share	=	Required Match
Example					
Match Requirement = 80/20 (Federal/Recipient)					
Federal Award = \$100,000					
Step 1	\$100,000	÷	80% Federal Share	=	\$125,000
Step 2	\$125,000	x	20% Recipient's Share	=	\$25,000

Source and Type of Funds

Cash match (hard) may be applied from the following sources:

- Funds from States and local units of government that have a binding commitment of matching funds for programs or projects (meaning the State or local unit of government has legally appropriated and obligated the funds to you).
- Housing and Community Development Act of 1974, 42 United States Code (U.S.C.) 5301, et seq. (subject to the applicable policies and restrictions of the U.S. Department of Housing and Urban Development).
- Appalachian Regional Development Act of 1965, 40 U.S.C. 214.

III. Postaward Requirements

3.3 MATCHING OR COST SHARING REQUIREMENTS

- Equitable Sharing Program, 21 U.S.C. §881(e) (current guidelines developed by the U.S. Department of Justice Asset Forfeiture Office apply). Forfeited assets used as match from the Equitable Sharing Program would be adjudicated by a Federal court.
- Program income funds earned from seized assets and forfeitures (adjudicated by a State court, as State law permits).
- Funds contributed from private sources.
- Program income generated from projects and the related interest earned on that program income, provided these projects are identified and approved as part of the budget and award application.
- Funds appropriated by Congress for the activities of any agency of a tribal government or the Bureau of Indian Affairs for performing law enforcement functions on tribal lands.
- Sources otherwise authorized by law.

Timing of Matching Contributions

Matching contributions do not need to be applied at the exact time or in proportion to the obligation of the Federal funds. However, the full matching share must be contributed by the end of the award period.

FINANCIAL MANAGEMENT TIP

Time-phased matching may be required as a special condition by the awarding agency on awards to nongovernmental recipients.

Records for Match

You and your subrecipients must maintain records which clearly show the source, amount, and timing for all matched contributions.

- In addition, if a program or project has included a match that exceeds the required matching portion within its approved budget, you must include and maintain the records of those additional amounts as if they are a part of the regular match amount.
- For all block/formula funds, the State has primary responsibility for subrecipient compliance with the requirements.
- For all discretionary funds, the recipient and the subrecipients or contractual recipient have shared (joint) responsibility for ensuring compliance with all the requirements regarding matching shares, including proper reporting.

ACTION ITEM

The most common error found during the final financial reconciliation and closeout of an award is the failure to properly report matching funds. The full matching share provided (both cash and in-kind) must be reported on the Federal Financial Report (FFR) submitted at the end of the award period. If the matching share is not reported, OJP will assume the recipient did not meet the required match and will initiate collection of a cash match from the recipient.

Waiver of Match

- For American Indian or Alaskan Native tribes that perform law enforcement functions (as determined by the Secretary of the Interior) for any program or project described in 42 U.S.C. §3752 of the Omnibus Crime Control and Safe Streets Act of 1968, [42 U.S.C. Section 3750–3769](#) the Federal portion of grant awards shall be 100 percent of such cost.

III. Postaward Requirements

3.3 MATCHING OR COST SHARING REQUIREMENTS

- The Office of Juvenile Justice and Delinquency Prevention Administrator may increase the Federal share of your project cost to the extent deemed necessary if:
 - ▶ You are part of an American Indian or Alaska Native tribe, and
 - ▶ Your tribe does not have sufficient funds to meet the local share of the cost of any program or project award to be funded under Title II of the Juvenile Justice Act.
- An awarding agency, in its discretion, may waive any requirement for matching funds under \$200,000 for ALL awards made to American Samoa, Guam, U.S. Virgin Islands, and Northern Mariana Islands unless otherwise required by law to be provided ([48 U.S.C. Section 1469a](#)).

III. Postaward Requirements

3.4 PROGRAM INCOME

Introduction

Any income you make from your award is considered program income.

- You can use program income to advance your program objectives, or you can refund the income back to your awarding agency.
- For most awards, the program income may only be used for **allowable program costs** and must be **spent prior to draw downs**. The draw down restriction **does not** apply to Juvenile Accountability Block Grant (JABG) and Justice Assistance Grant (JAG) awards.

FINANCIAL MANAGEMENT TIP

If the cost is allowable under your program award, then it is allowable to apply program income to that cost.

Accounting Processes for Program Income

If you have program income, it must be accounted for up to the same ratio of Federal participation as funded in your project or program. For example:

- A discretionary award project funded with 100% Federal funds must account for and report on 100% of the total program income earned. If the total program income earned was \$20,000, the recipient must account for and report the \$20,000 as program income on the Federal Financial Report (FFR), SF-425.
- If a recipient was funded by block/formula funds at 75% Federal funds and 25% non-Federal funds, and the total program income earned by the grant was \$100,000, then \$75,000 must be accounted for and reported by the recipient as program income on the FFR.
- Unless otherwise stipulated in the award, any program income earned during the project period but not utilized for the project must be refunded to the awarding agency.

ACTION ITEM

Discretionary Awards

If there is any program income left over at the end of the award period, you should request a no-cost extension. Such an extension gives you additional time to spend the program income for purposes of the award. If your award is not subject to provisions that limit use of program income earned after the funding period, then that program income can be used at your discretion.

Examples of Program Income

Sale of Property

In the case of real property purchased in part with Federal funds, the recipient and/or subrecipient may be permitted to retain title upon paying the awarding agency for its fair share of the property. You must compute the Federal share of the property by applying the percentage of Federal participation in the total cost of the project for which the property was acquired to the current fair market value of the property. Be sure to contact your program manager prior to the disposal or sale of any property purchased with Federal funds.

Royalties

You may keep all royalties received from copyrights or other works developed under projects or from patents and inventions, unless the terms and conditions of the project provide otherwise, or a specific agreement governing such royalties has been negotiated between the awarding agency and the recipient.

III. Postaward Requirements

3.4 PROGRAM INCOME

Attorney's Fees and Costs

If you receive income after completion of the project related to a court-ordered award of attorney's fees or costs, it is program income to the extent that it represents a reimbursement for attorney's fees and costs originally paid under the award. This type of program income is subject to the restrictions stated in the award.

Registration/Tuition Fees

These types of program income must be treated in accordance with the instructions stated in the project's terms and conditions.

Asset Seizures and Forfeitures

Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity). Income received from the sale of seized and forfeited assets (personal or real property) or from seized and forfeited money must follow the "Addition Method" of handling program income unless an alternate method is designated in the recipient's award document. The following policies apply to program income from asset seizures and forfeitures:

- Subrecipient program income, with the approval of the recipient, may be retained by the entity organization earning the program income or used by the recipient for any purpose that furthers the objectives of the legislation under which the award was made.
- States or local units of government *may use program income funds from seized and forfeiture assets as match* when assets are given a ruling by a State court, in accordance with the State law. In addition, State and local units of government may use cash received under the equitable sharing program for the non-Federal portion (match) of program costs, as provided for in the guidelines established by the U.S. Department of Justice Asset Forfeiture Office, when the assets are judged by a Federal court organization.

DNA Testing Fees/DNA Backlog Reduction Program

NIJ grantees may not use DNA Backlog Reduction Program grant funds to generate revenue for their lab or parent agency. If your lab or parent agency receives any revenue for DNA testing and your agency has NIJ DNA Backlog Reduction program awards, you must place the prorated amount of program income back into your award program.

Instructions on how to compute and report on this type of program income are available online at:

http://www.ojp.usdoj.gov/financialguide/PDFs/DNA_BacklogReductionGuide.pdf

An example of how to calculate program income from revenues generated is available online at:

<http://www.ojp.usdoj.gov/financialguide/PDFs/ProgramIncomeCalculator.xls>

Interest Earned on JAG and JABG Funds

Interest earned on JAG and JABG funds is considered program income and should be spent only on allowable purpose areas under these programs. You are required to use all funds within the fixed expenditure period. No extension to the project period will be approved. JAG and JABG recipients are not required to spend program income before spending Federal funds.

Membership Fees

If an organization's only source of income is Federal award funds, then when it receives membership fees, those fees will generally be considered program income.

- When an organization receives non-member income and uses that income to provide services to its members, then membership income may be considered program income. *How much* of the membership income is considered program income will be in proportion to the amount of Federal and non-Federal funds that the organization receives.
- An organization need not report its membership fees as program income if the fees were received before the organization began to receive Federal award funds, or if they are used to provide member services that are separate and distinct from grant-funded services.

III. Postaward Requirements

3.4 PROGRAM INCOME

FINANCIAL MANAGEMENT TIP

Fines as a result of law enforcement activities are not considered program income.

Procedures for Recovery of Costs Incurred

In some instances, a State or local law enforcement agency provides information to the Internal Revenue Service (IRS) that substantially contributes to the recovery of Federal taxes imposed with respect to illegal drug-related activities (or money laundering in connection with such activities).

- In these cases, the IRS may reimburse the State or local law enforcement agency for costs incurred in the investigation (including but not limited to reasonable expenses, per diem, salary, and overtime). The total reimbursement will not exceed 10 percent of the amount recovered.
- If you are part of a State or local law enforcement agency that has provided such information to the IRS, your agency will receive notification from the IRS when monies have been recovered as a result of the information supplied. Following such notification, and based on documentation, your agency will be required to submit a statement detailing the investigative costs it incurred.
- If more than one State or local agency has provided information, the IRS shall equitably allocate investigative costs among the agencies not to exceed an aggregate amount of 10 percent of the taxes recovered.
- No State or local agency may receive reimbursement for investigative expenses under Internal Revenue Code Section 7624 if reimbursement has been received from another source, such as a Federal or State forfeiture program or under State revenue laws.
- If the information/investigation is performed with awarding agency funds, the reimbursement received from the IRS is considered to be program income and subject to the aforementioned guidelines.

FINANCIAL MANAGEMENT TIPS

1. Spend program income prior to requesting additional award funds.
 2. Supplement the award-supported project with program income dollars.
 3. Reduce project costs with program income.
 4. Send back any unused program income funds.
-

III. Postaward Requirements

3.5 ADJUSTMENTS TO AWARDS

Grant Adjustment Notice

A Grant Adjustment Notice (GAN) is a request to make a programmatic, administrative, or financial change to a grant. GANs may be submitted by the recipient, grant manager, or automatically generated by the Grant Management System (GMS). All GANs must be submitted electronically through the GAN module in the Grants Management System (GMS).

All GANs are reviewed by the Office of Justice Programs (OJP) Grant Manager and/or the Grants Financial Management Division. Upon submission of a GAN, an email is automatically sent to the OJP Grant Manager as notification.

Once a decision has been made on the proposed adjustment, you will receive an email notification that will become a permanent part of the award file, and the record will be updated as appropriate.

FINANCIAL MANAGEMENT TIP

After submission of a GAN, you should keep an eye out for returned GANs in case additional information or changes are required. If you do not respond in a timely manner, this can hold up the processing of the GAN. An untimely response may result in the request being denied, and the grantee having to start over. This can be a problem, especially if you are trying to extend the grant period and the project end date is near.

You are limited to specific grant award adjustment(s). In the sections that follow, we describe situations in which you may—or must—initiate a GAN.

Budget Modifications

You **may** initiate a GAN for a budget modification if the request is to modify an approved budget to reallocate funds among the budget categories. This GAN can also be used to de-obligate a portion of the award amount; however, the original award amount may not be *increased* by this procedure.

You **must** initiate a GAN for budget modification if:

- The proposed cumulative change is greater than 10 percent of the total award amount. The 10% rule does not apply to an award of less than \$100,000.
- There is any dollar increase or decrease to the indirect cost category of an approved budget.
- The budget modification changes the scope of the project. Examples include altering the purpose of the project, authorizing use of a subcontractor or other organization that was not identified in the original approved budget, or contracting for or transferring of award-supported efforts.
- A budget adjustment affects a cost category that was not included in the original budget. For example, if the direct cost category “Travel” did not exist in the original budget, the adjustment to transfer funds from Equipment to Travel requires a GAN.

FINANCIAL MANAGEMENT TIP

For recordkeeping purposes and audit documentation, it is advised to submit a GAN even if the proposed budget modification is less than 10 percent of the total award amount. This also provides the Program Grant Manager with notification.

Changes in the Recipient's Authorized Signing Official and/or Official's Contact Information

You **must** initiate a GAN if you want to make changes to the person who is responsible for authorizing and signing official documents (such as award documents, Progress Reports, Standard 424 documents, etc.). The request must include the name, address, phone number, e-mail address, fax number, and title of the new Authorized Signing Official.

III. Postaward Requirements

3.5 ADJUSTMENTS TO AWARDS

Changes in the Recipient's Contact Name or Contact Information

You **may** initiate a GAN request to change the name and contact information of the recipient or key recipient staff due to a permanent withdrawal, change in staff, or in a case of temporary absence.

FINANCIAL MANAGEMENT TIP

The contact name used on the GAN must exactly match the name in the GMS.

ACTION ITEM

Many awards require **prior approval** for changes in key staff.

Change in Grantee Name

You **must** initiate a request to change the name of a recipient organization on record with OJP.

Changes to the Scope of the Award

You are not required to initiate a GAN if you make minor changes in methodology, approach, or other aspects of the award to expedite achievement of the award's objectives.

However, you **must** initiate a GAN for changes in scope, duration, activities, or other significant areas. These changes include but are not limited to:

- Altering programmatic activities
- Changing the purpose of the project
- Changing the project site
- Experiencing or making changes to the organization or staff with primary responsibility for implementation of the award, contracting out, subawarding (if authorized by law), or otherwise obtaining the services of a third party to perform activities which are central to the purpose of the award
- Changes in scope that affect the budget

FINANCIAL MANAGEMENT TIP

If you are not sure whether your change would be considered minor or would require a GAN, contact your OJP Grant Manager.

Change in Project Period

A request to change the **start date** may be submitted by the recipient or the Grant Manager. There is no systematic time limit on when a Start Date GAN can be submitted. These requests are rarely approved except for programs that are, by statute, allowed to change the start date based on the draw down date. In general, in order for a Start Date GAN to be approved, you must not have drawn down funds.

The request to change the **end date** may be submitted by the recipient within 30 calendar days before the project period end date or at any time by the Grant Manager. Extensions for no more than 12 months past the original end date are typically granted. A request to extend the project period for more than 12 months requires justification of extraordinary circumstances.

Some awards have statutory maximum grant periods beyond which they cannot be extended.

III. Postaward Requirements

3.5 ADJUSTMENTS TO AWARDS

Changes in Indirect Costs

- Transferring funds into or out of the indirect cost category is not allowable without prior approval from the awarding agency. A budget modification is required.

Changes to the Organization

You **may** initiate a GAN to request a change to the organization's mailing address or to the organization's name.

You **may not** initiate a GAN to request a change to the vendor number and the type of organization (e.g., profit vs. nonprofit).

Data Universal Numbering System, or DUNS, Changes

You **may** initiate a GAN to request a change to your organization's DUNS number.

Sole Source Approval

You **may** initiate a GAN to request to enter into a subcontract relationship with a vendor under a grant where the subcontracted cost exceeds \$100,000. Please see the [Chapter 3.8: Procurement Under Awards of Federal Assistance](#) for more information.

Incurring of Certain Costs for Which Program Office Approval is Required

You must obtain written prior approval for some costs, as specified in the applicable Title 2 Code of Federal Regulations (CFR) section (Parts 215, 220, 225, and/or 230), and as discussed in [Chapter 3.6: Costs Requiring Prior Approval](#). The following are examples of costs that require a GAN for prior approval:

- Compensation for consultant services in excess of [current OJP consultant rate maximum limit](#)
- Sole source procurements in excess of \$150,000
- Publication plans
- Purchase of Automatic Data Processing, or ADP, equipment and software
- Costs incurred prior to the date of the subaward period
- Foreign travel

Reprogramming of Funds

States may not reprogram their awards to delete or add programs or move funds from one subrecipient to another without prior approval. Retroactive approval will be considered only in extreme and unusual circumstances. The award amount may be reduced by unauthorized reprogrammed funds.

For general information concerning the online processing of GANs, Grants Management System staff members are available by email at GMS.helpdesk@usdoj.gov or by phone at 1-888-549-9901.

III. Postaward Requirements

3.6 COSTS REQUIRING PRIOR APPROVAL

Introduction

You must obtain written approval or authorization for those costs specified in [Title 2 Code of Federal Regulations \(CFR\) Part 220 \(Educational Institutions\)](#), [Title 2 CFR Part 225 \(State, Local, and Indian Tribal Governments\)](#), or [Title 2 CFR Part 230 \(Non-Profit Organizations\)](#) as costs that are allowable only with approval of the awarding agency, or costs which contain special limitations (such as expenditure ceilings).

All conferences (defined broadly to include meetings, retreats, seminars, symposiums, events, and group training activity) conducted by Cooperative Agreement recipients or contractors funded by OJP must receive written prior approval. An approved award budget is not a prior approval. All prior approval requests must be submitted within the required number of days (90 or 120) in advance of the start date. See [Chapter 3.10: Conference Approval, Planning and Reporting](#) for more information.

Responsibility for Prior Approval

For discretionary awards, the awarding agency reviews all costs identified as requiring prior approval when the recipient is the direct beneficiary of the goods or services to be purchased or supplied.

For block/formula awards, the State reviews all costs identified in this section for subrecipients where the State is the recipient of the award, but not the program-implementing agency.

Procedures for Requesting Prior Approval

Your cost approval requests must be in writing and must include an explanation justifying the expenditure and the request for prior approval. You may submit your request in the application or separately in other components of the award or subaward.

Listing of Costs Requiring Prior Approval

Automatic Data Processing Equipment and Software

You may request to purchase Automatic Data Processing (ADP) equipment; however, the application must be written in a manner consistent with maximum, open, free, and fair competition in the procurement of hardware and services.

You should not specify brand names when such ADP equipment includes the following types and requirements:

- Digital, analog, or hybrid computer equipment and automated fingerprint equipment
- Auxiliary or accessorial equipment, such as data communications terminals, source data automation recording equipment (e.g., optical character recognition equipment and other data acquisition devices), and data output equipment (e.g., digital plotters, computer output microfilms) to be used in support of digital, analog, or hybrid computer equipment, whether cable-connected, wire-connected, radio-connected, or self-standing, and whether selected or acquired with a computer or separately
- Data transmission or communications equipment that is selected and acquired solely or primarily for use with a configuration of ADP equipment that includes a computer
- Qualification and exclusions:
 - ▶ Analog computers are covered only when being used as support or assistance to a digital computer.
 - ▶ Items of ADP equipment that are (a) physically incorporated in a weapon or (b) manufactured under a development contract are excluded from the above definition.
 - ▶ Accessories, such as tape cleaners, tape testers, magnetic tapes, paper tapes, disk packs, or anything similar are also excluded.

III. Postaward Requirements

3.6 COSTS REQUIRING PRIOR APPROVAL

Criminal Justice Information and Communication Systems

You should arrange for design and programming of Criminal Justice Information and Communication Systems (CJICS) to maximize the use of standard and readily available computer equipment and programs. Identification of such systems will be made on a case-by-case basis.

- Any recipient interested in development of a CJICS should utilize the past experience of other agencies that have successfully implemented such systems.
- A detailed requirements analysis and a search for existing software that could meet the identified requirements must be performed before new software is developed.
- If new software is developed, it must be designed and documented so that other criminal justice agencies will be able to use it with minor modifications and at minimum cost.
- As a recipient or subrecipient, you must request approval prior to arranging for patent of computer software and programs.
- You do not have to obtain prior approval for the lease or rental of such equipment. However, you should have documentation that the total lease or rental amount that is greater than \$100,000 is obtained in accordance with Federal procurement standards.
- If the amount of the acquisition exceeds \$100,000, prior approval from the awarding agency is required for the outright purchase, lease-purchase agreement, or other method of purchase.
- The request for [ADP](#) equipment must be in writing and the awarding agency must certify that the procurement is consistent with the following requirements:
 - ▶ The ADP equipment is of the type identified within the award applications, and it is necessary and sufficient to meet the project goals;
 - ▶ The ADP equipment procurement is in compliance with existing Federal agency, State, and local laws and regulations;
 - ▶ A purchase/lease comparison has been conducted demonstrating that it is more advantageous to purchase rather than lease the ADP equipment under consideration;
 - ▶ If software development is involved, it has been demonstrated that computer software already produced and available will not meet the needs of the award; and
 - ▶ If the ADP equipment procurement is to be sole source and that procurement is more than \$150,000, then documentation must have been submitted to justify the action.

Equipment and Other Capital Expenditures

If as a recipient or subrecipient you have received prior approval for expenditures for equipment and other capital assets, including repairs which materially increase the useful life of equipment, then these expenditures are allowable.

- If you do not fully justify the expenditures for equipment in your budget and budget narrative, the awarding agency may require that the type, quantity estimated, unit, or other information be provided before the final budget can be issued.
- In reviewing equipment acquisition budgets and proposals, the following principles should be followed:
 - ▶ No other equipment owned by the recipient/subrecipient is suitable for the project;
 - ▶ No luxury vehicles will be approved;
 - ▶ If the vehicle request is approved, the vehicle should be reasonable, and the recipients must follow the Internal Revenue Service guidelines;
 - ▶ If the vehicle(s) was purchased as part of a unit of government fleet by the State or local central procurement activities, it is generally accepted as reasonable;
 - ▶ Federal funds are not used to provide reimbursement for the purchase of equipment already owned by the recipient/subrecipient; and
 - ▶ Equipment purchased and used commonly for two or more programs should be appropriately divided among each activity.

III. Postaward Requirements

3.6 COSTS REQUIRING PRIOR APPROVAL

- An expenditure for equipment purchased for a common pool is generally allowable as a charge to the award at cost value.
- Equipment that has already been purchased and charged to other activities of the organization is not an allowable expense to the award.

Pre-Agreement Costs

Prior approval is required for pre-agreement costs.

- **Block/Formula Funds.** Costs incurred prior to the date of the award period may be charged to the project when the award recipient specifically requests support for pre-agreement costs. States may approve pre-agreement costs for subrecipients if incurred after the beginning of the Federal fiscal year of the award.
- **Discretionary Awards.** Costs incurred prior to the start date of the award may be charged to the project only if the award recipient receives written prior approval from the awarding agency.

Proposal Costs

Costs to projects for preparing proposals for potential Federal awards require written prior approval from the awarding agency.

Consultant Rates

Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace.

- Each grant-making agency periodically establishes a consultant rate maximum limit.
- Effective June 1, 2014, the OJP consultant rate maximum limit is \$650 per day or \$81.25 per hour.
- This limit is specified in the terms and special conditions of the award.
- When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required from the awarding agency. Prior approval requests require additional justification.
- An 8-hour day may include preparation, evaluation, and travel time in addition to the time required for actual performance.
- Please note, however, that this does not mean that the rate can or should be the maximum limit for all consultants.
- Consultants who are contracted through a competitive bidding process (not sole source) are not subject to the maximum consultant rate threshold.
- Those consultants who have been hired without a competitive bidding process are subject to the maximum consultant rate threshold.
- Rates will be reviewed on a case-by-case basis.
- In order to calculate a rate of compensation for consultants associated with and employed by educational institutions, divide the total compensation projected for 12 months by 260.
 - ▶ If the resulting rate of compensation exceeds the maximum consultant rate established by the grant-making agency, written prior approval must be obtained.
- Compensation for consultants employed by State and local government will only be allowed when the unit of government will not provide these services without cost.
 - ▶ If a State or local government employee has been contracted to provide services that are related to his or her employment with the State or local government, the rate of compensation is not to exceed the daily salary rate for the employee paid by the unit of government.
 - ▶ If the State or local government employee has been contracted to provide services that are unrelated to his or her employment with the State or local government, then the rate of compensation is based on the necessary and reasonable cost principles which cannot exceed the maximum rate allowed by the awarding agency without prior written approval.

III. Postaward Requirements

3.6 COSTS REQUIRING PRIOR APPROVAL

Interest Expense

This expense includes all interest on debt incurred for the following:

- Acquisition of equipment and buildings
- Building construction
- Fabrication
- Reconstruction
- Remodeling (allowable with prior approval)
 - ▶ This interest applies only to buildings completed on or after October 1, 1980 for State and local units of government, and September 29, 1995 for nonprofit organizations.

Foreign Travel

Foreign travel is defined as any travel outside of Mexico, Canada, and the United States and its Territories and possessions. However, for organizations located in foreign countries, the term “foreign travel” means travel outside that country.

- Each separate foreign trip must be pre-approved.
- Direct charges for foreign travel costs are not allowable unless the travel has prior approval from the awarding agency.
- Indirect charges for foreign travel are allowable without prior approval from the awarding agency when they are included as part of a Federally approved indirect cost rate and have a beneficial relationship to the project.

Indirect Costs

Transferring funds into or out of the indirect cost category is not allowable without prior approval from the Office of Justice Programs. A budget modification is required as indicated in [Chapter 3.5: Adjustments to Awards](#). A copy of the current approved indirect cost agreement from your Cognizant Federal Agency must be attached.

Moving Money between Categories

Moving monies into any budget category with a zero dollar amount is not allowable without prior approval from the awarding agency. A budget modification is required.

Confidential Funds

Confidential funds are subject to prior approval.

III. Postaward Requirements

3.7 PROPERTY AND EQUIPMENT

Acquisition of Property and Equipment

When purchasing and managing property paid for by Federal funds, we expect you to use good judgment. If you use your award funds to purchase new property when suitable property is already available within your or your subrecipient's organization, this use will be considered an unnecessary expenditure.

Screening

Careful screening should take place before purchasing property/equipment to ensure that it is needed. If you do not establish and maintain an effective property management system, your project costs associated with the acquisition of the property may be disallowed.

- Take stock of the equipment that you have or your subrecipient already has and see if it meets the identified needs.
- Consider establishing a screening committee to make decisions about purchases.
- You or your subrecipient may utilize other effective management techniques as a basis for determining that property/equipment is needed.
- Program monitors from the awarding agency will ensure a screening process takes place and that you and your subrecipient have an effective system for property management.

Loss, Damage, or Theft of Equipment

Recipients/subrecipients are responsible for replacing or repairing property which is willfully or negligently lost, stolen, damaged, or destroyed.

- You must investigate and fully document any loss, damage, or theft of the property and make the documentation part of the official project records.

Equipment Acquired With Crime Control Act Block/Formula Funds

If you have acquired equipment with Crime Control Act award funds through the Bureau of Justice Assistance (BJA), then the law requires that you ensure this equipment is used for criminal justice purposes. The following standards and procedures govern ownership, use, management, and disposition of this type of equipment:

- The [Omnibus Crime Control and Safe Streets Act of 1968](#), as amended, [42 United States Code \(U.S.C.\) § 3789 \(2009\)](#), et seq., requires that the title to all equipment and supplies purchased with Crime Control Act funds vest in the criminal justice agency or nonprofit organization that purchased the property. However, this requirement only holds if the agency or organization provides written certification to the State office that it will use the property for criminal justice purposes. If the agency or organization does not provide such written certification, title to the property vests in the State office. In this case, under this law, the State should seek to use the equipment and supplies for criminal justice purposes elsewhere in the State prior to using or disposing of it in any other manner.
- A subrecipient or State should use and manage equipment in accordance with its procedures as long as the equipment is used for criminal justice purposes.
- When equipment is no longer needed for criminal justice purposes, a State should dispose of equipment (for both the State and subrecipients) in accordance with State procedures, with no further obligation to the awarding agency.

III. Postaward Requirements

3.7 PROPERTY AND EQUIPMENT

Equipment Acquired With Juvenile Justice Act Formula and Victims of Crime Act Assistance (Formula) Funds

If you have acquired equipment using one of these funds from the Office of Juvenile Justice and Delinquency Prevention (OJJDP) or the Office for Victims of Crime (OVC), then you are legally required to ensure that the equipment is used for criminal justice purposes. The following standards and procedures govern ownership, use, management, and disposition of this type of equipment:

- Title to equipment acquired under an award or subaward will vest in you or your subrecipient organization with the right of immediate or future legal ownership upon acquisition, subject to the obligations and conditions set forth in [Title 2 Code of Federal Regulations \(CFR\) §215.34](#).
- A State should use equipment acquired under an award in accordance with State laws and procedures. The awarding agency encourages the States to follow the procedures that are in this *Guide*.
- Recipients and subrecipients other than States should use equipment in accordance with the following requirements:
 - ▶ Equipment must be used by you or your subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.
 - ▶ You or your subrecipient must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided the use does not interfere with the work on the projects or programs for which it was originally acquired. First preference for other use should be given to other programs or projects supported by the awarding agency. User fees should be considered and treated as program income to the project, if appropriate.
 - ▶ Aside from program income you or your subrecipient should not use equipment acquired with these funds to provide services for a fee or to compete unfairly with private companies that provide equivalent services, unless specifically permitted, or contemplated by Federal law.
 - ▶ When acquiring replacement equipment, you or your subrecipients may use the equipment to be replaced as a trade-in or may sell the equipment and use the proceeds to offset the cost of the replacement equipment, subject to the written approval of the awarding agency.
- A State should ensure equipment acquired under an award to the State is managed in accordance with State laws and procedures for property.
- The procedures recipients and subrecipients other than States must use for maintaining equipment acquired in whole or in part with project funds (including replacements) must, at a minimum, meet the following requirements:
 - ▶ You must maintain property records which include all of the following information:
 - Description of the property
 - Serial number or other identification number
 - Source of the property
 - Identification of the title holder
 - Acquisition date
 - Cost of the property
 - Percentage of Federal participation in the cost of the property
 - Location of the property
 - Use and condition of the property
 - Disposition data, including the date of disposal and sale price
 - ▶ You must take a physical inventory of the property and reconcile the results with the property records at least once every 2 years.

III. Postaward Requirements

3.7 PROPERTY AND EQUIPMENT

- ▶ Loss, damage, or theft:
 - You must have a control system in place with adequate safeguards to prevent these occurrences.
 - As the recipient or subrecipient, you must promptly and properly investigate any loss, damage, or theft.
 - You must establish and use adequate maintenance procedures to keep the property in good condition.
 - If authorized or required to sell the property, the recipient or subrecipient must establish proper sales procedures to ensure the highest possible return.
- If you are a State recipient, you must dispose of equipment acquired under your award in accordance with State laws and procedures. Other recipients and subrecipients must dispose of the equipment when original or replacement equipment acquired under the award or subaward is no longer needed for the original project. They are also required to dispose of equipment acquired under the award when the equipment will be used for other activities currently or previously supported by a Federal agency.
 - ▶ You must adhere to the following rules in equipment disposition:
 - If the item to be disposed of has a current per-unit fair market value of less than \$5,000, you may retain, sell, or otherwise dispose of it with no further obligation to the awarding agency.
 - If the item has a current per-unit fair market value of \$5,000 or more, you may retain and sell it, but the awarding agency will have a right to a specific dollar amount. Calculate this amount by multiplying the current market value or proceeds from the item sale by the awarding agency's share of the equipment. The seller is also eligible for sale costs.
 - In cases where you or your subrecipient fails to take appropriate disposition actions, the awarding agency may direct you to take other disposition actions.

Equipment and Nonexpendable Personal Property Acquired With Discretionary Funds

If as a recipient you use discretionary funds to acquire equipment and nonexpendable personal property, the following standards and procedures govern ownership, use, management, and disposition of this type of equipment:

- When you use discretionary funds to acquire equipment and nonexpendable personal property, title settles on your organization, subject to the obligations and conditions set forth in [Title 28 CFR Part 66](#) for State and local units of government, and in [Title 28 CFR Part 70](#) for other recipients.

FINANCIAL MANAGEMENT TIP

Your organization should use its own capitalization policy for classification of a nonexpendable item. If your organization does not have a capitalization policy in place, you must use the Federal policy that states that a nonexpendable item with a fair market value of \$5,000 or more and a useful life of more than one year is considered equipment.

- A State should use equipment acquired under an award in accordance with State laws and procedures. Local government recipients and subrecipients must ensure equipment acquired under an award is in accordance with the requirements contained in the section "[Equipment Acquired with Juvenile Justice Act Formula and Victims of Crime Act Assistance \(Formula\) Funds](#)."
- Other recipients should use nonexpendable personal property in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds.
- When it is longer needed for the original project or program, you may use the nonexpendable personal property in connection with other Federally sponsored activities in the following order of priority:
 - ▶ Other projects of the awarding agency needing the property
 - ▶ Grants of a State needing the property
 - ▶ Projects of other Federal agencies needing the property

III. Postaward Requirements

3.7 PROPERTY AND EQUIPMENT

- A State must ensure its equipment acquired under an award is managed in accordance with State laws and procedures over property.
- Other recipients' property management standards for nonexpendable personal property must include the following requirements:
 - ▶ Property records should be maintained accurately and include the following information:
 - A description of the property
 - Manufacturer's serial number, model number, Federal stock number, or other identification number
 - Source of the property, including the award number
 - Whether title settles with the recipient or the Federal Government
 - Acquisition date (or date received, if the property was furnished by the Federal Government) and cost
 - Percentage (at the end of the budget year) of Federal participation in the cost of the project or program for which the property was acquired (not applicable to property furnished by the Federal Government)
 - Location, use, and condition of the property at the date the information was reported
 - Unit acquisition cost
 - Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a recipient compensates the Federal awarding agency for its share
 - ▶ You must take a physical inventory of property and reconcile the results with the property records at least once every 2 years.
 - Any differences between quantities determined by the physical inspection and those shown in the accounting records should be investigated to determine the causes of the difference.
 - You should, in connection with the inventory, verify the existence, current utilization, and continued need for the property.
 - Control systems should be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the property.
 - Any loss, damage, or theft of nonexpendable property should be investigated and fully documented. If the property was owned by the Federal Government, the recipient must promptly notify the Federal agency.
 - ▶ You are required to implement adequate maintenance procedures to keep the property in good condition.
 - ▶ Where you are authorized or required to sell the property, proper sales procedures should be established which would provide for competition to the extent practicable and result in the highest possible return.
- A State should dispose of its equipment acquired under the award by the State in accordance with State laws and procedures.
- Local recipients and subrecipients should follow the disposition requirements in the section "[Equipment Acquired with Juvenile Justice Act Formula and Victims of Crime Act Assistance \(Formula\) Funds](#)."
- Other recipients should use the following disposition requirements for nonexpendable personal property:
 - ▶ If the nonexpendable personal property has a fair market value of less than \$5,000, you may use it for other activities without reimbursement to the Federal Government, or you may sell the property and retain the proceeds.
 - ▶ If the nonexpendable personal property has a fair market value at or above \$5,000, you may retain it for other uses provided that compensation is made to the awarding agency.
 - Compute the amount of compensation by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value of the property.
 - If you have no need for the property and the property can still be used, you should request disposition instructions from the awarding agency.
 - The awarding agency should determine whether the property can be used to meet the agency's requirements.

III. Postaward Requirements

3.7 PROPERTY AND EQUIPMENT

- If no requirement exists within that agency, then the agency should report the availability of the property to the U.S. General Services Administration to determine whether a requirement for the property exists in other Federal agencies.
- The awarding agency should issue instructions to you no later than 120 days after receiving your request, and apply the following procedures: (a) If instructed, or if disposition instructions are not issued within 120 calendar days after your request, you should sell the property and reimburse the awarding agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the grant; (b) however, you should be permitted to deduct and retain from the Federal share \$100 or 10 percent of the proceeds, whichever is greater, for your selling and handling expenses.
- ▶ If you are instructed to ship the property to other agencies needing the property, the benefiting Federal agency should reimburse you with an amount computed by applying the percentage of your organization's participation in the cost of the project or program to the current fair market value of the property, plus any reasonable shipping or interim storage costs incurred.
- ▶ If you are instructed to otherwise dispose of the property, you should be reimbursed by the awarding agency for costs incurred in its disposition.
- The awarding agency may reserve the right to transfer title to property with a fair market value of \$5,000 or more if that property was acquired with Federal funds. The agency can transfer the title to the Federal Government or a third party named by the agency, when such a third party is otherwise eligible under existing laws.
- These transfers are subject to the following standards:
 - ▶ The property must be identified in the award, or it must otherwise be made known to you as the recipient in writing.
 - ▶ The awarding agency should issue disposition instructions within 120 calendar days after the end of the Federal support of the project for which it was acquired.
 - ▶ If the awarding agency fails to issue disposition instructions within the 120-calendar-day period, the recipient should follow standards set in [Title 28 CFR Part 66](#) and [Title 28 CFR Part 70](#).
 - When title to property is transferred, you should be paid an amount equal to the percentage of participation in the purchase applied to the current fair market value of the property.

Real Property Acquired With Formula Funds

Block/formula funds cannot be used for land acquisition.

- Subject to the obligations and conditions in the award, title to real property acquired under an award or subaward upon acquisition settles on you as the recipient, or your subrecipient.
- You and your subrecipients may use real property acquired, in whole or in part, with Federal funds for the authorized purposes of the original grant or subaward as long as needed for that purpose.
 - ▶ Subrecipients should maintain an inventory report which identifies real property acquired, in whole or in part, with block or formula funds.
 - ▶ You or your subrecipient should not dispose of or encumber its title or other interests.
- When your subrecipient determines that real property is no longer needed for the original grant purposes, it should obtain approval for the use of the real property in other projects.
 - ▶ Use in other projects should be limited to those under other Federally sponsored projects or programs that have purposes consistent with those authorized for support by the State.
 - ▶ When the real property is no longer needed as provided above, the subrecipient should request disposition instructions from the State. The State should exercise one of the following:
 - Direct the real property to be transferred to another subrecipient or a criminal justice activity needing the property, provided that use of such real property is consistent with those objectives authorized for support by the State.
 - Return all real property furnished or purchased wholly with Federal funds to the control of the awarding agency.

III. Postaward Requirements

3.7 PROPERTY AND EQUIPMENT

- In the case of real property purchased in part with Federal funds, the subrecipient may be permitted to retain title upon compensating the awarding agency for its fair share of the property.
 - ▶ To compute the Federal share of the property, apply the percentage of the Federal participation in the total cost of the project for which the property was acquired to the current fair market value of the property.
- In those instances where the subrecipient does not wish to purchase real property originally purchased in part with Federal funds, disposition instructions should be obtained from the awarding agency.

Real Property Acquired With Discretionary Funds

Discretionary funds cannot be used for land acquisition.

- Subject to obligations and conditions set forth in [Title 28 CFR Part 66](#) and [Title 28 CFR Part 70](#), when real property is acquired under an award, the title to the property vests with the recipient.
- The use of property by you as the recipient is subject to the same principles and standards outlined for property acquired with formula funds.
- You must follow the same principles and standards outlined for subrecipients, except you must request disposition instructions from the Federal agency, not the State.
- With regard to the transfer of title to the awarding agency or to a third party designated/approved by the awarding agency, you or your subrecipient shall be paid an amount equal to your or your subrecipient's percentage of participation in the purchase of the real property applied to the current fair market value of the property.

Federal Equipment

When you or your subrecipient is provided Federally owned equipment, the following requirements apply:

- Title remains vested in the Federal Government.
- You or your subrecipients must manage the equipment in accordance with the awarding agency's rules and procedures and submit an annual inventory listing.
- When the equipment is no longer needed, you or your subrecipient must request disposition instructions from the awarding agency.

Replacement of Property (Equipment and Nonexpendable Personal Property)

When an item of property is no longer efficient or serviceable but you continue or your subrecipient continues to need the property in your or its criminal justice system, you or your subrecipient may replace the property through trade-in or sale and subsequent purchase of new property. In this case, the following conditions must be met:

- Replacement property must serve the same function as the original property and be of the same nature or character, although not necessarily of the same grade or quality.
- Value credited for the property, if the property is traded in, must be related to its fair market value.
- Purchase of replacement property must take place soon enough after the sale of the property to show that the sale and the purchase are related.
- When acquiring replacement property, you or your subrecipient may use the property to be replaced as a trade-in. You or your subrecipient may also use the proceeds from the sale of the property to offset the cost of the new property.
- State subrecipients must obtain the written permission of the State to use the provisions of this section prior to entering into negotiation for the replacement or trade-in of property.

III. Postaward Requirements

3.7 PROPERTY AND EQUIPMENT

Retention of Property Records

You must retain records for equipment, nonexpendable personal property, and real property for a period of 3 years from the date of disposition, replacement, or transfer at the discretion of the awarding agency.

- If any litigation, claim, or audit is started before the expiration of the 3-year period, you must retain records until all litigations, claims, or audit findings involving the records have been resolved.

Supplies

For supplies acquired under an award, the title to the supplies vests with you as the recipient upon acquisition. For supplies acquired under a subaward, the title vests with the subrecipient upon acquisition.

- You or your subrecipient must compensate the awarding agency for its share of residual inventory of unused supplies if both of the following apply:
 - ▶ The residual inventory of unused supplies exceeds \$5,000 in total aggregate fair market value upon termination or completion of the funding support.
 - ▶ The supplies are not needed for any other Federally sponsored programs or projects.
 - Compute the compensation amount in the same manner as for nonexpendable personal property or equipment.

Copyrights

The awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal Government purposes the following:

- The copyright in any work developed under an award or subaward; and
- Any rights of copyright to which you or your subrecipient purchases ownership with support.

Patents, Patent Rights, and Inventions

If any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored by the Federal award or subaward funds, such facts must be promptly and fully reported to the awarding agency.

- Unless there is a prior agreement between you as the recipient and the awarding agency on disposition of such items, the awarding agency may determine whether protection on the invention or discovery will be sought.
- The awarding agency will also determine how rights in the invention or discovery (including rights under any patents issued) will be allocated and administered in order to protect the public interest consistent with "Government Patent Policy" ("President's Memorandum for Heads of Executive Departments and Agencies," dated August 23, 1971, and statement of Government patent policy, as printed in 36 Federal Register 16839).
- Government regulations have been issued in [Title 37 CFR Part 401](#) by the U.S. Department of Commerce.

III. Postaward Requirements

3.8 PROCUREMENT UNDER AWARDS OF FEDERAL ASSISTANCE

Procurement Standards—General Guidance

States have their own regulations and should follow their same policies and procedures used for procurement with non-Federal funds.

- The State must ensure that every purchase order or other contract utilizing Federal funding includes any clauses required by Federal statutes, executive orders, and related implementing regulations.

FINANCIAL MANAGEMENT TIP

Subrecipients of State award funding should follow the procurement requirements imposed upon them by the State.

Adequate Competition

As an award recipient or subrecipient, you must conduct all procurement transactions in an open, free, and fair competition. This requirement holds whether procurement transactions are negotiated or competitively bid, and without regard to dollar value. Please see the [DOJ Guide to Procurement Procedures](#) for more information.

- The Uniform Administrative Requirements codified in Title 2 Code of Federal Regulations (CFR) Part 215 (U.S. Department of Justice [Title 28 CFR §66.36](#) and [Title 28 CFR §70.44](#)) require competition on contract awards.
- In your application, you should indicate that a competitive process will occur in which a contractor will be selected, but you may not name a specific contractor without competition.
- A commercial organization that is ineligible to receive a direct award under a specific appropriation or program cannot be named as a sole source contractor in a grant application by an eligible applicant. The eligible applicant should indicate that a competitive process will occur in which a contractor will be selected, but a specific contractor cannot be named without competition. Under certain circumstances, however, this sole source rule can be waived when the applicant can document that there is only one contractor qualified or available to perform the function. These circumstances should be discussed with a program manager's direct supervisor and an Office of General Counsel representative.

A sole source procurement process may be used when you can document:

- The item or service is available only from a single source;
- A true public exigency or emergency exists; or
- After competitive solicitation, competition is considered inadequate.

ACTION ITEM

For all [sole source procurements](#) in excess of \$150,000, you must receive prior approval from the awarding agency.

You cannot award a sole source contract to an entity not eligible to be a direct recipient. For example, many grant program awards cannot be distributed to a commercial or for-profit organization as a sole source contractor if that organization is ineligible to receive a direct award under a specific appropriation or program.

III. Postaward Requirements

3.8 PROCUREMENT UNDER AWARDS OF FEDERAL ASSISTANCE

Figure 13-1: Sole Source Justification Sample Outline

Paragraph	Content
1	Brief description of program and the product or service being contracted.
2	Explanation of why it is necessary to contract non-competitively, including the following contractor qualities: a. Organizational expertise b. Management c. Knowledge of the program d. Responsiveness e. Expertise of personnel
3	Statement of when contractual coverage is required and, if dates are not met, what impact it will have on the program (for example, how long it would take another contractor to reach the same level of competence). Make sure to include the financial impact in dollars.
4	Outline of the unique qualities of the contractor.
5	Other points to “sell the case.”
6	Declaration that this action is in the “best interest” of the grantor agency and/or the Federal Government.
7	Conflict of Interest Review

Note: Time constraints will not be considered a factor if the award recipient has not sought competitive bids in a timely manner.

Noncompetitive Practices

As an award recipient or subrecipient, you must have a documented process to check for organizational conflicts of interest with potential contractors.

- You must have a process in place to ensure that contracts are not awarded to contractors or individuals on the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs. A review of potential contractors or individuals should be performed at the [SAM](#) website.
- For a specific procurement, you must exclude from bidding or proposal submission any contractors who have been involved in development of the procurement. For example, you must not accept bids or proposals from contractors who have developed or drafted specifications, requirements, statements of work, and/or requests for proposals for the procurement.
- If you would like an exemption from noncompetitive practices rules, you must submit a request in writing for approval prior to bidding the contract.

ACTION ITEM

Contracting Do's

- You must compete contracts.
- You must prepare an Invitation for Bid (IFB)/Request for Proposal (RFP).
- You must maintain a bidder list.
- You must conduct interviews.
- You must obtain prior approval from your awarding agency.
- You must make documentation available to the awarding agency.

Contracting Don't's

- Don't place unreasonable requirements on your contractor.
- Don't require that your contractor have unnecessary experience.
- Don't engage in noncompetitive pricing.
- Don't engage in organizational conflicts of interest.
- Don't place unreasonable time frames on your contractor.

III. Postaward Requirements

3.8 PROCUREMENT UNDER AWARDS OF FEDERAL ASSISTANCE

Construction Requirements

Qualifications

If you are a recipient or subrecipient considering the use of agency funds for construction, be aware of the following qualifications:

- Costs incurred as an incidental and necessary part of a program for renovation, remodeling, maintenance, and repair costs that do not constitute capital expenditures ARE generally allowable, subject to provisions of program-authorizing legislation.
- The total cost of a construction project includes the cost of site preparation and demolition of existing structures. You must apply to the project any proceeds (program income) realized for site preparation activities (e.g., salvage value of structures demolished or proceeds from the sale of timber). Use these proceeds to reduce the total cost of the construction project.
- You must pay relocation costs in accordance with the [Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970](#), 42 United States Code §4601, et seq.
- OJP will not obligate funds for construction until you have contacted and assisted us in satisfactorily completing any applicable OJP procedures by complying with the National Historic Preservation Act, the National Environmental Policy Act, and other related Federal environmental impact analysis requirements.

FINANCIAL MANAGEMENT TIP

All income generated as a direct result of an agency-funded project is considered program income (see [Chapter 3.4](#)).

Special Fiscal Conditions for Construction Projects

The awarding agency (e.g., State) may accept the bonding policy and requirements of subrecipients if they adequately protect agency funding (and, by extension, Federal dollars). If the awarding agency determines that the recipients do not have adequate policies that protect Federal dollars, the awarding agency must require all of the following:

- A bid guarantee equivalent to 5 percent of the bid price
 - ▶ The bid guarantee must consist of a firm commitment—such as bid bond, certified check, or negotiable instrument accompanying a bid—as assurance that the bidder will, upon bid acceptance, execute such contractual documents as may be required within the time specified after the forms are presented.
- A performance bond on the part of the contractor for 100 percent of the contract price
 - ▶ A performance bond is a bond executed in connection with a contract to secure fulfillment of all the contractor's obligations under such a contract.
- A payment bond on the part of the contractor for 100 percent of the contract price
 - ▶ A payment bond is a bond executed in connection with a contract to ensure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

FINANCIAL MANAGEMENT TIP

The customary fixed fee or profit allowance in cost-type contracts may not exceed 10 percent of the total estimated costs. This rule applies to contracts executed under grants.

III. Postaward Requirements

3.8 PROCUREMENT UNDER AWARDS OF FEDERAL ASSISTANCE

Payment of Money Guaranteed by the Federal Government

The Federal Government guarantees the payment of money borrowed by a recipient or subrecipient.

- The State may, at its discretion, require bonding and insurance to protect the interest of the Federal Government.
- If a project is considering construction of facility improvements for less than \$100,000 and the subrecipient does not have any requirements for bid guarantees, performance bonds, and payments bonds, the subrecipient must meet the requirements of the State.

Executive Requirements 13202

Preservation of Open Competition and Government Contractors' Labor Relations on Federal and Federally Funded Construction Contracts

These requirements apply to recipients and subrecipients of awards and cooperative agreements and to any manager of a construction project acting on their behalf. If you are one of these people or an employee of one of these organizations, then you must ensure that the bid specifications, project agreements, and other controlling documents do not:

- Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or
- Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories, or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).
- Contractors or subcontractors are not prohibited from voluntarily entering into agreements.

III. Postaward Requirements

3.9 ALLOWABLE COSTS

Introduction

Federal grant funds are governed by the cost principles of the Office of Management and Budget (OMB). Allowable costs are those costs identified in the relevant OMB circulars and in the grant program's authorizing legislation. To be allowable under Federal awards, costs must be reasonable, allocable, and necessary to the project, and they must also comply with the funding statute requirements. In this chapter we highlight certain elements of allowable costs. For more information about specific factors that affect whether costs are allowable, refer to the appropriate cost principle-related section of the Code of Federal Regulations (CFR):

- Cost Principles for Educational Institutions [Title 2 CFR Part 220](#)
- Cost Principles for State, Local, and Indian Tribal Governments [Title 2 CFR Part 225](#) or
- Cost Principles for Non-Profit Organizations [Title 2 CFR Part 230](#)

Compensation for Personal Services

Limit on Use of Grant Funds for Salaries of Grantees' Employees

You may not use Federal grant funds to pay cash compensation (salary plus bonuses) to any employee at a rate that exceeds 110 percent of the annual salary payable to someone at the Federal Government's Senior Executive Service (SES) level.

- The 2013 salary table for SES employees is available at the U.S. Office of Personnel Management's [2013 Pay Tables for Executive and Senior Level Employees web page](#).
- A recipient may compensate an employee at a higher rate, provided the amount in excess of the limitation is paid with non-Federal funds.

FINANCIAL MANAGEMENT TIP

Any additional compensation beyond 110 percent of the U.S. Government SES level will not be considered matching funds where matching requirements apply.

Support of Salaries, Wages, and Fringe Benefits

Charges made to Federal awards for salaries, wages, and fringe benefits will be based on payroll records approved by a responsible official(s) and in accordance with the generally accepted practice of the organization.

- Where recipient employees are expected to work solely on a single Federal award, charges for their salaries must be supported by periodic certifications.
- These certifications must be prepared at least every 6 months and signed by the employee and supervisory official having firsthand knowledge of the employee's work.
- Where grant recipients work on multiple grant programs or cost activities, a reasonable allocation of costs to each activity must be made based on time and/or effort reports (e.g., timesheets). These reports must:
 - ▶ Reflect an after-the-fact distribution of the actual activity of each employee;
 - ▶ Account for the total activity for which each employee is compensated;
 - ▶ Be prepared monthly and coincide with one or more pay periods; and
 - ▶ Be signed by the employee and approved by a supervisory official having firsthand knowledge of the work performed.
- In cases where two or more grants constitute one identified activity or program, salary charges to one grant may be allowable after written permission is obtained from the awarding agency.

III. Postaward Requirements

3.9 ALLOWABLE COSTS

FINANCIAL MANAGEMENT TIP

The awarding agency must approve all salary supplements, including severance provisions and other benefits with non-Federal funds. Refer to the appropriate cost principle section of the CFR referenced [previously](#) for further details.

Added Work

As a recipient or subrecipient, you may employ a State or local government worker to complete tasks in addition to his or her full-time job, provided the work is performed on the employee's own time and:

- You pay him or her compensation that is reasonable and consistent with that paid for similar work in other activities of State or local government;
- The employment arrangement is approved and proper under State or local regulations (e.g., no conflict of interest); and
- The time and/or services provided are supported by adequate documentation.

Overtime Compensation

You should compensate recipient and subrecipient employees with overtime payments for work performed in excess of the established work week (usually 40 hours).

- Payment of more than occasional overtime is subject to periodic review by the awarding agency.
- In addition, overtime compensation is typically reviewed during site visits and audits.

Executives, such as the president or executive director of an organization, may not be reimbursed for overtime or compensatory time under grants and cooperative agreements.

FINANCIAL MANAGEMENT TIP

In no case is [dual compensation](#) allowable. That is, an employee of a unit of Federal, State, or local government may not receive compensation from his/her unit or agency of government AND from an award for a single period of time (e.g., 1 to 5 p.m.), even though such work may benefit both activities.

Conferences and Workshops

Allowable costs for conferences **may** include amounts you pay for the following:

- Conference or meeting arrangements
- Publicity
- Registration
- Salaries of personnel
- Rental of staff offices
- Conference space
- Recording or translation services
- Postage
- Telephone charges
- Travel expenses (this includes transportation and subsistence for speakers or participants)
- Lodging (restrictions apply—please see below)

III. Postaward Requirements

3.9 ALLOWABLE COSTS

All contracts funded by Office of Justice Programs (OJP) awards for events that include 30 or more participants (both Federal and non-Federal) must ensure that lodging costs for any number of attendees do not exceed the prevailing Federal per diem rate for lodging. If the lodging rate is not the Federal per diem rate or less, none of the lodging costs associated with the event are allowable costs to the award. As a result, as the recipient, you would be required to pay for all lodging costs for the event with non-award funds, not just the amount in excess of the Federal per diem. For example, if the Federal per diem for lodging is \$78 per night, and the event lodging rate is \$100 per night, you would be required to pay the full \$100 per night, not just the difference of \$22 per night.

Travel

Travel expenses are allowable costs for employees who are in travel status on official business related to the award. These costs must be in accordance with Federal policy or an organizationally approved travel policy.

For domestic travel, award recipients may follow their own established travel rates.

- The Office of the Chief Financial Officer reserves the right to determine the reasonableness of those rates.
- If you do not have a written travel policy, you must abide by the Federal travel policy.
- Subrecipients of States must follow their State's established travel policies.
- If a State does not have an established travel policy, the subrecipient must abide by the Federal travel policy including per diem rates.
- The current travel policy and per diem rate information is available at the [Per Diem Rates section of the U.S. General Services Administration website](#).

Foreign travel is defined as any travel outside of Mexico, Canada, and the United States and its Territories and possessions.

- For an award recipient or subrecipient located outside Mexico, Canada, and the United States and its Territories and possessions, foreign travel means travel outside that country.
- Prior approval is required for all foreign travel (see [Chapter 3.6](#)).

Project Site

The cost of space in privately or publicly owned buildings used for the benefit of the project is allowable subject to the conditions stated below:

- The total cost of space does not exceed the rental cost of comparable space and facilities in a privately owned building in the same locality.
- You do not charge the cost of space procured for project usage to the program for periods of non-occupancy without authorization of the Federal awarding agency.
- The rental cost for space in a privately owned building is allowable. Rental costs may not be charged to the grant if you as the recipient own the building or have a financial interest in the property. However, the cost of ownership is an allowable expense.
- Cost of ownership expenses for a publicly owned building are allowable where "rental rate" systems, or equivalent systems that adequately reflect actual costs, are employed.
- Such charges must be determined on the basis of actual cost (including depreciation based on the useful life of the building, operation and maintenance, and other allowable costs). Where these costs are included in rental charges, they may not be charged elsewhere.
- No rental costs may be charged for building purchases or construction originally financed by the Federal Government.

The cost of utilities, insurance, security, janitorial services, elevator service, upkeep of grounds, normal repairs and maintenance, and the like are allowable to the extent they are not otherwise included in rental or other charges for space.

III. Postaward Requirements

3.9 ALLOWABLE COSTS

Costs incurred for rearrangement and alteration of facilities required specifically for the award program, or that materially increase the value or useful life of the facility, are allowable when specifically approved by the awarding agency.

Depreciation or use allowance on idle or excess facilities is NOT ALLOWABLE, except when specifically authorized by the Federal awarding agency.

The cost of space procured under rental-purchase or a lease-with-option to purchase agreement is allowable when specifically approved by the awarding agency. This type of arrangement may require application of special matching share requirements under construction programs.

Printing

For the purposes of determining allowable costs, OJP defines printing to include and apply to the following:

- Composition, platemaking, presswork, binding, and microfilm processes;
- The equipment classified in Title II of the Government Printing and Binding Regulations, published by the Joint Committee on Printing, Congress of the United States, and used in such processes; and
- The end items produced by these processes and equipment.

Pursuant to the Government Printing and Binding Regulations, no project may be awarded primarily or substantially for the purpose of having material printed for the awarding agency. The Government Printing and Binding Regulations allow:

- The issuance of a project for the support of non-Government publications, provided such projects were issued pursuant to an authorization of law, and were not made primarily or substantially for the purpose of having material printed for the awarding agency
- The publication of findings by recipients/subrecipients within the terms of their project provided such publication is not primarily or substantially for the purpose of having such findings printed for the awarding agency

Publication

To be considered allowable, publication costs must be incurred for work done according to a process that the recipient has described in writing. This process should include writing, editing, and preparing the illustrated material (including videos). Alternatively, it may include only the internal printing requirements from the recipients/subrecipients in accordance with the terms of the project.

- OJP has authorized any recipient or subrecipient employee to make or have made by any means available to him or her, without regard to the journal copyright and without royalty, a single copy of any such article for his or her own use.

Project directors are encouraged to make the results and accomplishments of their activities available to the public. If you publicize project activities and results, you must adhere to the following parameters:

- Responsibility for the direction of the project activity should not be ascribed to the awarding agency.
 - ▶ The publication must include the following statement: “The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice.”
 - ▶ The publication must not convey the agency’s official recognition or endorsement of your project simply based on having received funding.
 - ▶ You may file a separate application for Official Recognition with the awarding agency.
- In all materials publicizing or resulting from award activities, you must acknowledge awarding agency assistance. An acknowledgement of support shall be made through use of the following or comparable footnote:
 - ▶ “This project was supported by Award No. ____ awarded by the (name of specific office/bureau), Office of Justice Programs.”

III. Postaward Requirements

3.9 ALLOWABLE COSTS

- ▶ If the awarding agency is not OJP, you or your subrecipient must use the proper agency name. For example, the Americans with Disabilities Act Technical Assistance Grant Program and the Office of Special Counsel for Immigration-Related Unfair Employment Practices Grant Program are awarded through the U.S. Department of Justice's Civil Rights Division.
- You and any subrecipient are expected to publish or otherwise make widely available to the public, as requested by the awarding agency, the results of work conducted or produced under an award.
- All publication and distribution agreements with a publisher must include provisions giving the Federal Government a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use the publication for Federal Government purposes (see [Chapter 3.7](#)). The agreements with a publisher should contain information on the awarding agency requirements.
- Unless otherwise specified in the award, you or your subrecipient may copyright any books, publications, films, or other copyrightable material developed or purchased as a result of award activities. Copyrighted material will be subject to the same provisions of the Federal Government.
- You and any subrecipient are permitted to display the official awarding agency logo in connection with the activities supported by the award. In this respect, the logo must appear in a separate space, apart from any other symbol or credit.
- The words "Funded/Funded in part by OJP" shall be printed as a legend, either below or beside the logo, each time it is displayed. Use of the logo must be approved by the awarding agency.
- You shall submit a publication and distribution plan to the awarding agency before materials developed under an award are commercially published or distributed.
 - ▶ The plan must include a description of the materials, the rationale for commercial publication and distribution, the criteria to be used in the selection of a publisher, and—to assure reasonable competition—the identification of firms that will be approached.
 - ▶ You or your subrecipient must obtain prior agency approval of this plan for publishing project activities and results when it uses Federal funds to pay for the publication.

Duplication

If you or a subrecipient needs to duplicate less than 5,000 units of only 1 page, or less than 25,000 units in the aggregate of multiple pages, of its findings for the awarding agency, OJP will not consider this duplication to constitute printing primarily or substantially for the awarding agency (e.g., 5,000 copies of 5 pages, etc.). Duplicated pages may not exceed a maximum image size of 10¾ by 14¼ inches.

Other Allowable Costs

- You can expense costs associated with software development in the period when you incur it, subject to the limits outlined in the budget and budget narrative.
- You may not use an accelerated method to calculate depreciation.
- Post-employment benefits are allowable costs if funded in accordance with actuarial requirements. The funds must be paid within 6 months of accrual.
- You may be prohibited from drawing down information technology award funds until the State Information Technology Point of Contact has received written notification of the project and a Grant Adjustment Notice has been issued by the awarding agency (see [Chapter 2.2](#)).
- In accordance with Title 2 CFR Part 225 (see [Introduction](#) in this chapter) costs of contingency fee contracts incurred by State and local governments for recovery of erroneous and improper payments charged against Federal programs are allowable costs.
 - ▶ State and local governments may use a portion of the recovered erroneous or fraudulent payments from Federal programs to pay for recovery contracts.
 - ▶ You should claim the portion used to pay for such contingency fees as administrative costs.

III. Postaward Requirements

3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

Introduction

The purpose of this section is to provide guidance to Office of Justice Programs (OJP) awardees (including cooperative agreement recipients) and contractors (including subrecipients) that conduct training sessions, meetings, or conferences.

Click here to sign up for email notifications for any changes to the Conference Cost Policy pages:

[Email Notification \(Click to Subscribe\)](#)

What's New

Conference Policy Last Updated March 18, 2013

- “When No Prior Approval is Required” page published with checklist to help recipients determine which events are exempt from the prior approval process.
- Guidance on application of indirect cost rates to conference costs.
- New FAQs.
- Delinquent reports may result in a hold on remaining award funds.

[Policy Overview](#)

[Definitions](#)

[No Prior Approval Required](#)

[Prior Approval Required](#)

[Blanket Request](#)

[Event Planning Guidance](#)

[Conference Cost Categories](#)

[Post Event Reporting](#)

[FAQs](#)

[Resources](#)

Policy Overview

All conferences (defined broadly to include meetings, retreats, seminars, symposia, events, and group training activity) conducted by cooperative agreement recipients or contractors funded by OJP must receive written prior approval. An approved award budget is not a prior approval. All prior approval requests for conferences costing \$100,000 or less and not exceeding any cost thresholds must be submitted a minimum of 90 days in advance of the start date. All conferences costing over \$100,000 or exceeding any one cost threshold must be submitted a minimum of 120 days in advance of the start date. See the [Prior Approval Required](#) section for more information.

In addition, cooperative agreement recipients and contractors conducting conferences that cost more than \$20,000 must report actual conference expenses within 45 days after the last day of the event. See the [Post-Event Reporting](#) section for more information.

No hotel/venue or audio-visual contracts may be entered into before such prior approval has been obtained in writing from OJP.

Grants

Conferences conducted by grant recipients do not require prior approval. However, grant recipients must ensure compliance with the food/beverage, meeting room/audio-visual, logistical planner, and programmatic planner limitations and cost thresholds. (Note – if you do not have a “K” in the last 4 characters of your award number, your award is a grant.)

Cooperative Agreements

Cooperative agreement recipients must receive written prior approval for all conferences. Cooperative agreement recipients may not proceed with a conference until appropriate approval has been received, must comply with the approval process regarding logistical conference planning and must keep your program manager informed of all decisions being made during the conference planning process. (Note – if you have a “K” in the last 4 characters of your award number, your award is a cooperative agreement.)

III. Postaward Requirements

3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

Contracts

Contract recipients must receive written prior approval for all conferences.

Cost Thresholds

Cost thresholds and limitations are in place for the following items:

- Meeting room/audio-visual services (lesser of \$25 per day per attendee or \$20,000)
- Logistical planners (lesser of \$50 per attendee or \$8,750)
- Programmatic planners (lesser of \$200 per attendee or \$35,000)
- Food and beverage (generally not allowed)
- Refreshments (generally not allowed)

While there are exceptions to these thresholds and limitations, they are rare and require extraordinary justification as well as approval outside and above OJP. See the [Conference Costs](#) and [Prior Approval Required](#) sections for more information.

Definitions

The following definitions pertain specifically to conference costs. Additional definitions can be found in the [Glossary of Terms, Appendix 5.2](#).

Agenda means a formal agenda that provides a list of all activities that shall occur during the event, using an hour-by-hour timeline. It must specifically include the times during the event when food and/or beverages will be provided.

Conference is defined broadly, and includes meetings, retreats, seminars, symposia, or training activities. See 41 CFR § 300-3.1.

- A conference typically is a prearranged formal event with at least some of the following characteristics: designated participants and/or registration, a published substantive agenda, and scheduled speakers or discussion panels on a particular topic.
- A conference typically is not a routine operational meeting, a law enforcement operation or prosecutorial activity in connection with a specific case or criminal activity, a testing activity, or a technical assistance visit. Please refer to the definitions of these set out below to decide whether your event requires prior approval and reporting under this guidance.

Conference costs and conference expenses mean all costs using DOJ funds associated with planning, hosting, sponsoring, or otherwise holding any conference, including all of the categories of costs listed below:

1. Conference meeting space (including rooms for breakout sessions)
2. Audio-visual equipment and services
3. Printing and distribution
4. Meals provided at the event (generally unallowable)
5. Refreshments (generally unallowable)
6. Meals and incidental expenses (M&IE portion of per diem)
7. Lodging
8. Air travel to/from conference
9. Local transportation (e.g., rental car, privately owned vehicle to-and-from-the airport, taxi)
10. Logistical conference planner
11. Programmatic conference planner
12. Trainers, instructors presenters or facilitators
13. Other costs which must be identified individually

III. Postaward Requirements

3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

14. Staff time associated with planning and holding the conference
15. Indirect costs/overhead rates applied to direct costs associated with the conference (In accordance with negotiated agreements, all indirect costs associated with a conference must be applied to the above categories as appropriate and reported as conference costs.)

Law enforcement operation means events that involve staging (as well as victim service provider staging related to a law enforcement operation), surveillance, investigation, intelligence, and undercover activities, and other activities directly related to active law enforcement operations. For example:

- A meeting between the police department and local trafficking service providers related to an impending raid on a labor trafficking site would be a law enforcement operation.
- However, a conference about human trafficking that brought together the police department and local trafficking service providers to train, discuss their overall trafficking initiatives, and develop professional relationships, would not be a law enforcement operation.

A **routine operational meeting** typically does not have a formal published agenda, scheduled speakers, or discussion panels, and is defined as an event where the:

- Primary focus is the recipient's day-to-day operations and concerns (e.g., staff meetings, all hands meetings);
- Attendees overwhelmingly are internal to the organization holding the meeting; and
- Answer to all ten questions on the checklist on the [No Prior Approval Required](#) page is "No."

Technical assistance visit means travel by an individual or a small group of grantee/contractor staff members or consultants to provide training or technical assistance to a particular entity, where there are no costs to DOJ funds for meeting rooms, conference planning, or trinkets. Reasonable travel costs (lodging, transportation, local transportation, audio-visual, printing, and meals and incidental expenses [M&IE]) for technical assistance staff may be reimbursed.

Testing activity means an event where the primary purpose is to evaluate an individual's qualifications to perform certain duties necessary to perform his or her job. The most common examples include events held for firearms and weaponry proficiency testing and certifications. A majority of the event must be devoted to the administration and taking of the test. An event that includes testing that is merely incidental to the event, or where such testing is given upon the completion of the event to evaluate the event or determine participation in the event, is not a testing activity.

Federal facility means property or building space owned, leased, or substantially controlled by the Federal Government or the government of the District of Columbia.

Non-Federal facility is any facility that is not a Federal facility. State and local facilities are considered "non-Federal facilities". For further clarification see 5 U.S.C. 4101(6).

Logistical conference planners perform the logistical planning necessary to hold a conference, which may include: recommending venues, advertising, setting the stage and arranging for audio-visual equipment, securing hotel rooms, interacting with caterers, and other non-programmatic functions.

Programmatic conference planners develop the conference agenda, content, and written materials. They may also identify and/or provide appropriate subject matter experts and conference participants.

Total Costs are defined as direct and indirect costs.

Per Attendee means all attendees, Federal and non-Federal.

Subaward/Subcontract means any agreement under which the award recipient outsources work, goods, or services related to the conference; indirect cost rates may only be allocated to the first \$25,000 of incurred cost.

III. Postaward Requirements

3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

No Prior Approval Required

Prior approval is not required for the following types of award recipients and/or activities.

Grantees Who Do NOT Have a Cooperative Agreement Type of Grant Award

Reasonable conference-related activity costs are allowable uses of OJP funding as long as the grant budget has been approved by OJP. Meals, refreshments, and trinkets generally are not allowable.

- OJP does not require non-cooperative agreement grantees to obtain additional prior approval from OJP for specific conference costs.
- Cost limits apply. Even though prior approval of most conference costs by OJP is not required, OJP expects grantees to make every effort to stay within the cost limitation thresholds on meeting space, audio-visual equipment/services, and conference planning, as set out in this guidance. Where grantees plan to exceed (or do exceed) these cost limitations, they must maintain adequate documentation that such costs were reviewed by the grantee through some internal process, and that the costs were determined to be justified by the grantee. This documentation will be subject to review during monitoring and audits.

ACTION ITEM

In very limited circumstances, grantees may seek prior approval for an exception to provide meals, refreshments, or trinkets with grant funds. OJP rarely approves such requests.

Operational Meetings and Technical Assistance

In response to questions regarding what qualifies as operational meetings and technical assistance visits, OJP developed a checklist to alleviate some of the uncertainty regarding whether an event requires prior approval. Incorporated onto the top of Sheet A of the [Conference & Events Submission Form](#) are ten questions. If all the answers to the ten questions are “No,” the event does not require prior approval:

1. Is the cost of the event greater than \$20,000?
2. Are there meeting room costs?
3. Are audio-visual costs greater than \$25 per attendee or more than \$1,000 in total?
4. Are there any food and beverage costs?
5. Did the request for the meeting come from multiple jurisdictions or agencies?
6. Do the participants represent multiple agencies that are not co-located or joined by an agreement (e.g., task force with MOU)?
7. Are there trinkets being purchased?
8. Is there a formal published [agenda](#)?
9. Are formal discussions or presentation panels planned?
10. Are there logistical planning costs beyond incidental internal administrative costs necessary to arrange travel and lodging for a small number of individuals?

The above checklist should be utilized to assist with questions regarding the definition and differences between technical assistant visits and trainings. If the answers for an event are all “No” to the above questions, it does not require prior approval.

III. Postaward Requirements

3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

Law Enforcement Activity

Events that involve staging (as well as victim service provider staging related to a law enforcement operation), surveillance, investigation, intelligence, and undercover activities, and other activities directly related to active law enforcement operations, do not require prior approval.

Training or Speaking at a Non-DOJ-Sponsored Conference

Providing training or speakers at a non-DOJ-sponsored conference, (i.e., conduct training, providing speaker(s), etc.) but not contributing to overall conference planning or costs is generally considered a technical assistance event. These events do not require prior approval if the answer to all the following questions is “No”:

1. Is the cost of the event greater than \$20,000?
2. Are there meeting room costs that will be paid for with DOJ Federal or match funds?
3. Are the audio-visual costs (if any) greater than \$25 per attendee or more than \$1,000 in total for this specific event?
4. Are there any food and beverage costs that that will be paid for with Federal funds (does not include per diem reimbursements to grantee staff or consultants)?
5. Are there logistical planning costs beyond incidental internal administrative costs necessary to arrange travel and lodging?
6. Is any other type of participation being provided in the event (e.g., exhibit booth sponsorship, overall conference sponsorship, sponsorship or provision of non-workshop good/services)?

Note: Providing multiple speakers to a conference (generally exceeding \$20,000 in total costs) or providing other types of direct or indirect support (e.g., sponsoring an exhibit booth using Federal funding) that offsets the costs of the non-DOJ sponsored conference hosted by a third-party may be considered a Federally-funded “sponsor,” which some may construe as OJP-sponsorship of the overall conference. For these reasons, OJP may require these types of situations be approved as a “DOJ-sponsored” event, on a case by case basis.

Testing Activity

The primary purpose is to evaluate an individual’s qualifications to perform certain duties necessary to his or her job. The majority of the event must be devoted to the administration and taking of the test. The most common examples include events held for firearms and weaponry proficiency testing and certification. An event that includes testing that is merely incidental to the event, or where such testing is given upon the completion of the event to evaluate the event or determine participation in the event, is not a testing activity.

Video Conferences and Webinars

Webinars and video conferences do not require prior approval if there are no costs for logistical conference planning or for Government-provided food or beverages.

Prior Approval Required

Prior approval is required for the following types of award recipients and/or activities.

Grantees Who Have a Cooperative Agreement Type of Grant Award

Cooperative agreement recipients must seek and obtain OJP’s prior written approval for each event held with OJP funds, and for all conference costs associated with that event that are paid by OJP funds.

- No conference (regardless of the number of attendees) can proceed, nor can conference-related contracts (e.g., hotel contracts and travel arrangements/reservations) be signed, or conference implementation funding be obligated/work

III. Postaward Requirements

3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

authorized (whether performed by cooperative agreement staff or outside staff), until the cooperative agreement recipient has obtained DOJ's approval in writing.

- Approval of the overall cooperative agreement proposal or budget does not grant prior approval to use Federal funds for events anticipated in the budget.
- The reasonable minimal costs of identifying conference locations and developing the itemized cost estimates required to assemble and submit a conference cost approval request are allowable without prior approval by OJP. However, cooperative agreement recipients should work with the relevant program office to ensure that any costs authorized are reasonable and minimal.
- Those entities with conference planning contracts providing support for planning as well as implementation logistics should only authorize the tasks absolutely necessary to identify the most cost-effective conference locations/services, and to prepare and negotiate cost proposals for submission to DOJ.

Contracts

Contractors must seek and obtain OJP's prior written approval for each event held with OJP funds, and for all conference costs associated with that event that are paid by OJP funds.

Timing of Requests for Prior Approval

Event Parameters	Mandatory Timeframe for Prior Approval Request
Conferences costing <u>\$100,000 or less, and not exceeding any cost thresholds</u> (conference space & audio-visual equipment/services, logistical conference planner, <u>and</u> programmatic conference planner)	Requests must be submitted to OJP <u>90 calendar days in advance</u> of the earliest of the following: ■ Start date of the conference; ■ Deadline for signing conference-related contracts, or ■ Obligation of funds for conference costs (except for minimal costs required to assemble and submit the approval request).
Conferences costing <u>over \$100,000, or exceeding any one cost threshold</u> (conference space & audio-visual equipment/services, logistical conference planner, <u>or</u> programmatic conference planner)	Requests must be submitted to OJP <u>120 calendar days in advance</u> of the earliest of the following: ■ Start date of the conference; ■ Start date of the conference; ■ Deadline for signing conference-related contracts, or ■ Obligation of funds for conference costs (except for minimal costs required to assemble and submit the approval request).

ACTION ITEM

OJP may, at its sole discretion, consider prior approval event requests that are submitted late, but cannot assure that such requests will receive a decision in time to avoid having to cancel the conference (particularly if there are any issues that arise with specific items of cost in the request). Cancellation costs associated with conferences that are submitted for late prior approval may be determined to be unallowable costs by OJP.

III. Postaward Requirements

3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

Submitting an Event Request

All cooperative agreement and contract recipients must complete the [Conference & Events Submission Form](#) and obtain OJP's prior written approval for each event held with OJP funds. Each submission must contain all the applicable information (e.g., start date, end date, conference planner, M&IE) to assist in a thorough review. The recipient must provide justification where required by the form. If additional space is needed, please add a tab to the form. All supporting documentation should be embedded and included within the spreadsheet file. This ensures one file per submission, reduces the number of questions, and reduces the possibility of necessary information getting lost or separated from the main submission file. Note: Supporting calculations and agendas (submitted on a separate tab) must be included in all submissions.

To obtain a blank copy of the form [click here](#).

Submitting a Blanket Request

A Conference & Events Submission Form may be completed to host a series of the same or similar pre-arranged events containing multiple delivery dates scheduled to take place within the *same* fiscal year. The recipient must first estimate the average cost of each event and select the highest cost from each event to complete the submission form. [Click here](#) to obtain instructions for submitting a blanket request.

Submit completed prior approval requests on the Conference & Events Submission Form to the following email addresses:
Bureau of Justice Assistance (BJA): BJAConferenceReport@usdoj.gov
All other OJP Bureaus and Offices: OJPConferenceCosts@ojp.usdoj.gov

Prior Approval Submission Issues

- The conference has not occurred and additional costs have been identified:
 - ▶ If additional costs not represented in the submitted prior approval request are estimated to exceed 10% and \$1,000 of the original prior approval amount in any conference cost category or in total, the contractor/cooperative agreement recipient should submit an amended conference request form containing the new amounts for prior approval.
 - ▶ If the conference now exceeds \$150,000 in total costs, or if any cost category thresholds are exceeded, additional review is required beyond OJP. The new request for prior approval should be submitted 120 days prior to the conference date. If the resubmission is outside of that timeframe, OJP may not have adequate time for the review and approval process.
- Conference was not approved in advance:
 - ▶ If the conference has occurred without advance approval, the contractor/cooperative agreement recipient must submit the required conference approval form with detailed justification as to why the event was not submitted for advance approval. The conference approval form must be reviewed/approved by the bureaus and program offices. OJP may, in its sole discretion, consider approving the event retroactively. If OJP considers costs ineligible for approval, the costs will be unallowable.
- Cost estimates:
 - ▶ Cooperative agreement and contract recipients must provide detailed cost estimates for each conference cost category (e.g., lodging rate per attendee, itemized audio-visual cost, transportation). Cost comparisons should be conducted to minimize costs of contracts for services, unless a specific provider is required by a facility. See [Location Selection](#) for a discussion of facility and venue selection.

Determining Costs

When determining the total cost of a DOJ-funded conference, all costs incurred by the recipient under the award must be included (see specific categories below).

- Actual or estimated costs.
 - ▶ Recipients must provide actual costs where possible, but may provide estimates for purposes of submitting requests for prior approval. For post-event reporting, actual costs must be provided.

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3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

- Co-sponsors.
 - ▶ Costs covered by non-DOJ co-sponsors are not subject to the conference cost limits and restrictions, do not require prior approval by OJP, and do not have to be reported as part of the DOJ-funded event. Such co-sponsor funding generally is not considered program income.
- Program income/fees.
 - ▶ Conference costs covered by program income (for example, from conference fees) are not subject to the conference cost thresholds and restrictions, do not require prior approval by OJP, and do not have to be reported as part of the DOJ-funded event. For purposes of overall conference prior approval, however, if program income will be used to offset a conference cost line item, please demonstrate that in the supporting calculations. Also ensure that any agendas with meals or refreshments funded by program income or other non-DOJ funding are clearly labeled as not funded by DOJ. Recipients that are permitted to charge fees, or otherwise generate program income, must account for those funds up to the same ratio of Federal participation as funded in the project or program. Example: A discretionary award project funded with 100% Federal must account for and report on 100% of the total program income earned. If the total program income earned was \$20,000, the recipient must account for and report the \$20,000 as program income on the Federal Financial Report (FFR), SF-425.
- Individual purchases.
 - ▶ Individual purchases of goods or services by attendees of the conference at the conference location are not considered to be “conference fees.” An independent contractor (e.g., hotel, vendor), without any Federal involvement whatsoever, may collect fees from recipients to cover the costs of specific goods or services that cannot be purchased with Federal funding or are otherwise not approvable, so long as the good or service is not prohibited (e.g., alcoholic beverages). These fees are not considered program income and should only be collected to offset the costs incurred.
- Ticketed events.
 - ▶ Related to individual purchases, a recipient may hold a session where attendees have the option of purchasing a meal or refreshment directly from the hotel (a “ticketed event”). A recipient may communicate the availability of such a session to conference attendees, and as long as the recipient is not involved in the collection of the fees, the fees are not considered program income. The costs for services provided by the independent vendor with such fees are not subject to the conference cost thresholds and restrictions, do not require prior approval by OJP, and do not have to be reported as part of the DOJ-funded event.
- Attendee costs.
 - ▶ For prior approval and reporting purposes, a cooperative agreement recipient must report all costs of attendance supported by the award, including conference scholarships where that recipient administers the scholarships. (When determining overall conference costs, OJP may supplement the recipient’s data with available data on attendance costs related to Department employees, and non-Department attendees whose attendance is supported by scholarships administered by an entity other than that primarily responsible for planning and/or hosting the conference.)

Event Planning Guidance

Minimize Costs Where Possible

All OJP funding recipients must thoroughly review all planned conference costs to ensure that such costs are reasonable and absolutely necessary. **Every effort should be made to conduct conferences via webinar, teleconference, or video conference.** In-person, face-to-face conferences should only be held when necessary and no other option exists to conduct the business without travel and related costs. Note: Your submission should include a statement discussing why the event cannot be conducted via webinar, teleconference, or video conference. This can be done on a separate tab on the form.

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Location Selection

■ Cost comparisons.

- ▶ All funding recipients should conduct pricing comparisons of multiple *facilities* in multiple *locations*. Minimizing costs must be a critical consideration when determining the city and facility in which to hold a conference. Cost comparisons should include the following:
 - Overall facility cost;
 - Availability of lodging at per diem rates;
 - Convenience of location;
 - Availability of meeting space, equipment, and supplies, and
 - Commuting/travel distance for attendees.

In conducting cost comparisons of facilities, recipients should send the same detailed requirements to all potential facilities, and refrain from making commitments to any particular facility until the comparison is complete (and written approvals have been obtained).

■ Location.

- ▶ Recipients should compare multiple locations.
 - Cooperative agreement and contract recipients must consider multiple locations (i.e., multiple cities). Where cooperative agreement and contract recipients consider only facilities in one city, they must include in their request for approval a written justification for that location.
 - Grant recipients *should* consider multiple locations, and should maintain written documentation justifying their decision to select the chosen location in the event of a future audit.

■ Facility.

- ▶ Recipients should compare three or more facilities in a location. Facilities in the comparison should have given a positive response/quote and be able to accommodate the event as detailed in the requirements.
 - *Federal facilities or no-cost facilities preferred.* Recipients must make every effort to use no-cost facilities, including available governmental facilities, to the extent practicable. (See list of Federal facilities posted [here](#).) Grantees may use non-Federal facilities. Grantees are not required to consider or use Federal facilities, but are encouraged to do so where feasible.
 - *Non-Federal facilities.* If no Federal facility is available, or the Federal facility would be more costly or otherwise does not meet the requirements of the event, a cooperative agreement or contract recipient may use a non-Federal facility. Grantees may use non-Federal facilities. Grantees are not required to consider or use Federal facilities, but are encouraged to do so where feasible.
 - *Primarily Federal events.* If the conference attendees will be primarily Federal employees (more than 50%, based on a reasonable estimate), recipients may be required to submit additional justification for a non-Federal facility, and should contact their OJP point of contact for additional information.

■ Appearance considerations.

- ▶ Conference planners must exercise special care when considering holding a conference in any location that may give rise to appearance issues. Conference planners must ensure that the choice to hold a conference in such a location is made only when there is a determination that it is the most cost-effective option.

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3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

Conference Fees

Grant and cooperative agreement recipients may charge fees to cover part or all conference costs if prior approval from the awarding agency is obtained. Such fees are considered program income and are subject to the rules applicable to program income (see [Chapter 3.4: Program Income](#)).

Conference Planning Services and Staff Time

All cooperative agreement and contract recipients (but not grant recipients) must obtain prior written approval from OJP before incurring conference planning costs in accordance with the previously described approval process, except for such costs that are the reasonable minimal costs of identifying conference locations and developing the itemized cost estimates required to assemble and submit a conference cost approval request. This requirement applies whether the work is performed by the recipient's staff or subcontracted out.

- In-house versus subcontracted planning.
 - Recipients often provide conference planning services either through their own staff and resources, or through contracted external conference planners. Minimizing costs must be a critical consideration in this decision.
 - Recipients often are selected based on their ability to provide programmatic conference planning services (e.g., developing the conference agenda), but may also need to undertake logistical planning functions as well. In some cases, such logistical planning functions (e.g., negotiating hotel contracts, sending invitations, managing registration) may be performed at lower cost by a logistical planning service, which may be able to charge lower rates than the funding recipient for staff time, and may be more experienced in negotiating hotel and other necessary conference-related contracts.
 - Generally, a recipient should consider procuring logistical conference planning services when it does not have in-house expertise in such logistical planning, and when such services would result in lower overall costs to the Federal Government.
- Cost limits.
 - ▶ All conference planner costs must be reasonable for the scale of the conference. Cooperative agreement and contract recipients providing conference planning, either in-house, or through subcontracted planning services, must adhere to the following cost limits:
 - *Logistical conference planners* perform the logistical planning necessary to hold a conference, which may include: recommending venues, advertising, setting the stage and audio-visual equipment, securing hotel rooms, interacting with caterers, and other non-programmatic functions. The cost of logistical conference planners may not exceed \$50 per attendee, not to exceed \$8,750. For example, if the number of attendees at a two day conference is 100, the maximum cost allowed for a logistical planner is \$5,000 (\$50 X 100 attendees). Logistical planning costs anticipated to exceed this amount require additional justification and approval prior to incurring the costs
 - *Programmatic conference planners* develop the conference agenda, content, and written materials. They may also identify and/or provide appropriate subject matter experts and conference participants. The cost of programmatic conference planners may not exceed \$200 per attendee, not to exceed \$35,000. For example, if the number of attendees at a 2-day conference is 100, the maximum cost allowed for a logistical planner is \$20,000 (\$200 x 100 attendees). Programmatic planning costs anticipated to exceed this amount require additional justification and approval prior to incurring the costs.

Conference Cost Categories

The following cost categories relating to conferences and events are items included on the Conference & Events Submission Form.

Meeting Rooms and Audio-Visual

- Total cost limit, \$25 per day per attendee, not to exceed \$20,000.

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- The cost allowed for conference space and audio-visual equipment and services is limited to \$25 per day per attendee not to exceed a cumulative total cost of \$20,000. Total costs are defined as direct and indirect costs. Costs in excess of these established limits require additional justification and approval outside of OJP.

Printing

Every effort should be made to provide conference materials to participants electronically or via print-on-demand services/options. Printed materials should maximize paper usage (printing on both sides) and minimize higher cost options (color printing) where possible.

Meals and Refreshments

- Generally unallowable.
 - ▶ Meals and refreshments are generally not allowable costs for conferences funded under OJP awards, unless the recipient obtains written prior approval from OJP. *This applies to all awards, including contracts, grants, and cooperative agreements.* In general, DOJ may approve such costs only in cases where:
 - Sustenance is not otherwise available (e.g., extremely remote areas);
 - The size of the event and nearby food/beverage vendors would make it impractical to not provide meals and/or refreshments; or
 - A special presentation at a conference requires a plenary address where there is no other time for sustenance to be obtained.
 - ▶ Water provided at no cost to the OJP award is, of course, allowable without prior approval.
- Cost limits on meals.
 - ▶ If prior approval is obtained to provide food and/or beverages at an event, the DOJ and its grantees, cooperative agreement recipients, and contractors must all follow the limits in the [Food and Beverage](#) policy on meals.

Meals and Incidental Expenses Reimbursement

- Deduction of meals from M&IE.
 - ▶ All conference attendees must ensure that any provided meal is deducted from their claimed M&IE. For example, if lunch is provided, the recipient must deduct the value of the lunch from the amount of M&IE claimed (even if non-DOJ funds are used to provide the meal). The General Services Administration (GSA) M&IE breakdown can be found at <http://www.gsa.gov/portal/content/101518>.

Lodging

- Federal per diem rates preferred.
 - ▶ OJP is aware that some DOJ funding recipients may have received a DOJ memorandum entitled, *Restrictions on Per Diem Rates for Attendance at Conferences*, dated April 27, 2012. At this time, the referenced memorandum only applies to DOJ (Federal) personnel; however funding recipients should anticipate that staying within Federal per diem rates is strongly preferred and OJP will not likely approve grantee requests for waivers to the Federal per diem rate, or cooperative agreement recipient's organizational per diem rate (whichever is applicable).
 - ▶ See [Chapter 3.9: Allowable Costs](#) for more guidance on travel costs.

Transportation

Include all costs, including baggage fees, related to common carrier transportation to and from the conference location paid with OJP funds.

Local Transportation

Include rental car, mileage to and from the airport or the conference (if local), and taxi charges.

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Logistical Conference Planner

- The total cost limit is \$50 per attendee or \$8,750, whichever is lower.
- Cooperative agreement recipients should include all staff time related to logistical planning in this category and should be able to track these costs separately in their accounting records. All contracted, subcontracted, or subawarded logistical planning costs should also be included in this category. Total costs are defined as direct and indirect costs. Costs in excess of the established limits require additional justification and approval outside of OJP.

Programmatic Conference Planner

- The total cost limit is \$200 per attendee or \$35,000, whichever is lower.
- Cooperative agreement recipients should include all staff time related to programmatic planning in this category and should be able to track these costs separately in their accounting records. All contracted, subcontracted or subawarded programmatic planning costs should be also be included in this category. Total costs are defined as direct and indirect costs. Costs in excess of the established limits require additional justification and approval outside of OJP.

Conference Facilitator/Trainer/Instructor/Presenter

Include all trainer and speaker fees. If the fee exceeds the [maximum consultant rate](#), please include a copy of the consultant rate approval with the Conference & Events Submission Form on one of the available extra tabs. Also include a copy of the agenda (a draft version is acceptable) in one of the available tabs with the prior approval submission.

Other

All “Other” costs must be itemized on the Conference & Events Submission Form. Detailed descriptions and justification of the Other cost line items must be provided in the additional tabs.

Indirect Rate Costs

Indirect cost associated with the direct costs necessary to plan and hold a conference must be included in all conference costs reporting. The submission form contains a column allowing for the allocation of indirect rate cost to each category.

Cooperative agreement recipients should pay particular attention to the two areas listed below to ensure that the application of indirect cost rate is in compliance with the existing requirements of the Government-wide grant rules set out in the Office of Management and Budget (OMB) Circulars and regulations:

- **\$25,000 Subcontract/Subaward Limitation.** For Educational Institutions and Non-Profit Organizations, indirect cost rates negotiated on the basis of modified total direct costs may only be applied against the first \$25,000 of any subcontract or subaward under the agreement. This limitation must be applied to all conference-related subcontracts and subawards. A subcontract or subaward is any agreement under which the awardee outsources work, goods, or services related to the conference, including those with hotels and travel agents. (2 CFR Part 220 [Educational Institutions, formerly Circular A-21], Appendix A, G[2], and 2 CFR Part 230 [Non-Profit Organizations, formerly Circular A-122], Appendix A, D[3][f])
- **Participant Support Costs.** For Non-Profit Organizations, in accordance with 2 CFR part 230, Appendix A, D(2)(C), participant support costs are generally excluded from the distribution base. “*The distribution base may be total direct costs (excluding capital expenditures and other distorting items, such as major subcontracts or subgrants), direct salaries and wages, or other base which results in an equitable distribution. The distribution base shall generally exclude participant support costs as defined in paragraph 32 of Appendix B. {in 2 CFR 230}*” Participant support costs are direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with meetings, conferences, symposia, or training projects. This exclusion applies to the entirety of any subcontracts for the lodging and travel of conference participants or trainees (but not employees).

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Please note that only employees of the Non-Profit Organization are excluded from the definition of participant support costs. Costs related to contractors of the Non-Profit Organization who are acting in the capacity of a “Conference Trainer/Instructor/Presenter/Facilitator” are considered participant support costs.

Gifts/Trinkets/Memorabilia/Commemorative Items

Trinkets (items such as hats, mugs, portfolios, t-shirts, coins, gift bags, etc., regardless of whether they include the conference name or OJP/DOJ logo) must not be purchased with DOJ funds as giveaways for conferences. Basic supplies that are necessary for use during the conference (e.g., folders, name tags) may be purchased.

Post Event Reporting

All conference costs for events held by cooperative agreement recipients or contractors costing more than \$20,000, or where more than 50% of attendees are DOJ employees, must be reported within 45 calendar days after the last day of the event.

Cooperative agreement recipients and contractors must submit the completed [Conference & Events Submission Form](#) showing the prior approval amounts compared to the actual costs and explain all variances greater than 10% and \$1,000. Completed reports should be emailed to OJPConferenceCostReporting@ojp.usdoj.gov.

If the pre-approved costs were exceeded by more than 10% and \$1,000, during post-event reporting, the contractor or cooperative agreement recipient should submit a detailed explanation with their Conference & Events Submission Form to support the additional costs.

The following situations and costs require additional explanation and will be considered unauthorized until OJP has reviewed the additional documentation:

- If the prior approval cost category contains no cost, but the post-event report contains costs in that category.
- If the prior approval audio-visual/meeting room, logistical, and programmatic planner costs are less than the thresholds, but actual costs exceed the thresholds.
- If the prior approval total cost is less than \$100,000, but the actual costs exceed \$100,000.
- If the prior approval total cost is less than \$500,000, but the actual costs exceed \$500,000.

Grant recipients are not required to file post-event reports, but should maintain documentation for purposes of monitoring and audit.

Deadlines

All conference costs must be reported no later than 45 calendar days after the end of any event that meets the following criteria:

- Total cost of the event exceeds \$20,000, or
- More than 50% of attendees are DOJ employees.

The conference report should include the purpose of the conference, number of participants in attendance, a detailed breakout of all cost categories, etc. Other costs must be detailed on the form. If extra lines are needed, please list in one of the additional spreadsheet tabs.

When a prior approval amount exceeds \$20,000, OJP expects a post-event report. If the actual costs are less than \$20,000, please either file the report with the actual costs or notify your program manager or OJP point of contact that a report is not required. Note: After the prior approval portion of the submission form has been approved, a copy of the submission form which contains the OJP event identifier will be returned to you. It is important to use this form for the post-event report.

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Delinquent Submissions and Non-Reporters

The Conference & Events Submission Form must be emailed to OJPConferenceCostReporting@ojp.usdoj.gov within 45 calendar days after the last day of the event. If your Conference & Events Form is not submitted by the due date, the report is considered to be delinquent and, for cooperative agreement recipients, you may not be permitted to draw down funds through the Grant Payment Request System (GPRS). You will receive an automatic email notification if this occurs. For non-reporters, a hold may be placed on the remaining funds associated with the award and any future payment requests will be denied. For contractors, remedies for non-compliance are outlined in your contract.

Reporting Exemption

If any item(s) are paid for with registration fees or other non-award funds, then that portion of expenses does not need to be reported on the Conference & Events Submission Form. Contractors may not charge registration fees.

Determining Costs

When determining the total cost of a DOJ-funded conference, all costs incurred by the recipient under the award must be included (see specific categories below).

- *Actual.* Post event reports must contain actual costs.
- *Fees/program income.* Post event conference reporting should exclude costs covered by other non-DOJ funding (e.g., non-DOJ co-sponsors) or program income.
- *Logistical and programmatic planner costs.* These costs should include cooperative agreement staff time spent on these activities and any contracted planner costs.
- *Attendee costs.* For post-event reporting purposes, a cooperative agreement recipient or contractor must report all costs of attendance supported by the contract or award, or by DOJ-funded conference scholarships where that recipient administers the scholarships. (When determining overall conference costs, OJP may supplement the recipient's data with available data on attendance costs related to DOJ employees, and non-DOJ attendees whose attendance is supported by scholarships administered by an entity other than that primarily responsible for planning and/or hosting the conference.)
- *Indirect costs.* Recipients are required to include indirect costs when determining how much was spent in each conference cost category. For example, where a recipient has a 10% indirect cost rate, the reported cost of each conference item against which this indirect cost rate is charged should be augmented by 10% to take into account the rate charged.

Public Reporting

- All post-event reports for conferences costing more than \$100,000 in Federal funding will be posted publicly on the DOJ website.
- If the pre-event Conference & Events Submission Form was approved for less than \$100,000, the actual costs reported on the post-event report cannot exceed \$100,000 without additional review and approval. This requirement is also applicable to events pre-approved for less than \$500,000.
- Conferences costing more than \$500,000 in DOJ funds are prohibited unless a waiver is granted by the Attorney General.

FAQs

Prior Approval

1. [Approximately how long should it take to adequately complete the Conference & Events Submission Form?](#)
2. [Which types of events DO NOT require prior approval?](#)
3. [Where should staff time working on the conference, which is not related to planning, be captured?](#)

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4. [If a cooperative agreement recipient/contractor is able to obtain a no-cost site for the event, are we still required to look into other facilities and provide justification for not selecting the other facilities?](#)
5. [Is there a timeframe after OJP accepts a conference request that a recipient/contractor can expect notification of approval?](#)
6. [Once an event is approved, how do we handle any increases and/or decreases in the amount of attendees originally proposed on the cost analysis spreadsheet submitted to DOJ for approval?](#)
7. [Does the \\$25 per person per day limit for meeting rooms and audio-visual costs also include service fees and taxes?](#)
8. [What if there are multiple meetings occurring within the larger event offered to all the attendees? Is the \\$25 per day per attendee limit applicable to each meeting? Example: A general session meeting contains all attendees and later breakout sessions are offered to the groups. Can each breakout/meeting have its own \\$25 per person per day limit?](#)
9. [Can we accept complimentary food and beverage?](#)
10. [Are the thresholds \(\\$8,750 for logistical planner, \\$35,000 for programmatic planner, and \\$20,000 for conference space and audio-visual equipment\) a cumulative cost for the entire event or a per day cost?](#)
11. [To whom should I submit event requests?](#)
12. [How far in advance do I have to submit an event for review and approval?](#)
13. [What are the most common mistakes made on the forms, so that I can avoid them in the future and increase the likelihood of a quick review and approval decision for my event?](#)
14. [Should I continue to exclude all food and beverage costs in my event submissions?](#)
15. [Can you summarize what I can do to prevent follow-up questions about my submitted event\(s\) that delay the review and approval process?](#)
16. [What events qualify for the expedited review process?](#)

Reporting

17. [Where can I find the most updated version of the conference reporting form to use for my submissions?](#)
18. [If I have a question about conference reporting, to whom should I send it?](#)
19. [Are we expected to have our staff track their time hour for hour for time spent on the event for planning, etc. or are reasonable estimates adequate for cost reporting purposes?](#)
20. [With conference cost reports now being due 30 days after the event, how should we handle costs for invoices that have not been received yet? Many invoices \(such as hotels\) are not received within 30 days of the end of the event. Should estimates be included on the cost report?](#)
21. [On the DOJ Conference & Events Submission Form, Item #19 Reporting Period under A. General Conference Information — is this the period in which the actual cost of the event is being reported or should this be based on the end date of the event?](#)

Prior Approval

Question 1: [Approximately how long should it take to adequately complete the Conference & Events Submission form?](#)

Answer: The amount of time required to adequately complete the Conference & Events Submission Form will vary depending on the complexity of the proposed event. A small event (in terms of number of attendees, total cost, etc.) may only require an hour or 2 to complete the form because the event is basic/routine and data are not required in all of the available categories. On the other hand, a large event (in terms of number of attendees, multiple sessions occurring at the same time, etc.) may require several hours and/or days depending on the amount of required data (categories) and level of justification needed to support the event. Regardless of the size of any event, the supporting justification should be sufficient to support the agency's mission for conducting the event.

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3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

Question 2: Which types of events DO NOT require prior approval?

Answer: Currently there are six types of events which DO NOT require prior approval:

1. Conferences held by grant recipients (note: conferences held by cooperative agreement recipients do require prior approval).
2. Law enforcement operational activities, including staging, surveillance, investigation, intelligence, and undercover activities.
3. Routine operational meetings (e.g., staff meetings, all-hands meetings), if held in a Federal facility. In addition, meetings that are held by cooperative agreement recipients in a non-Federal facility that does not charge for its use, and where there are no costs to DOJ for logistical conference planning or Government-provided food or beverages; in this instance, the answer to all the questions on the [Prior Approval Not Required Checklist](#) must be “No.” Site visits are considered routine operational meetings regardless of location so long as there are no costs to DOJ for meeting rooms, logistical conference planning, or food and beverages.
4. Testing activities where the primary purpose of the event is to evaluate an applicant’s qualifications to perform certain duties necessary to perform his or her job. This includes firearms and weaponry proficiency testing and certifications. A majority of the event must be devoted to the administration and taking of the test. Testing activities that are incidental to a training course or conference or are given upon its completion to determine satisfactory participation are not exempt from this policy.
5. Video conferences and webinars where there are no costs to DOJ for logistical conference planning and/or Government-provided food or beverages.
6. Technical assistance visits where travel made by an individual or a small group of project staff members to provide training or technical assistance to a particular entity; in this instance, the answer to all the questions on the [Prior Approval Not Required Checklist](#) must be “No.”

Question 3: Where should staff time working on the conference that is not related to planning be captured?

Answer: Time spent working on a conference by staff or contractors can be classified as either *Logistical* planning time or *Programmatic* planning time. Programmatic planning includes time spent on activities such as developing the conference content and agenda, identifying and recruiting subject matter experts, and preparing written materials. Logistical planning includes time spent on tasks such as venue selection, ordering and setting up of audio-video equipment, securing hotel rooms, processing registrations, onsite support during the event, and other non-programmatic functions.

Question 4: If a cooperative agreement recipient/contractor is able to obtain a no-cost site for the event, are we still required to look into other facilities and provide justification for not selecting the other facilities?

Answer: Yes. Cooperative Agreement recipients and contractors should compare three or more facilities in a location. Facilities in the comparison should have given a positive response/quote and be able to accommodate the event as detailed in the requirements. A desired hotel may offer an incentive of no overall facility cost (meeting room[s] and/or audio-visual), but may not be economical in other cost comparison items such as the availability of lodging at per diem rates, commuting/travel distance for attendees, etc. Also, the recipient/contractor should maintain written documentation justifying their decision to select the chosen location in the event of a future audit.

Question 5: Is there a timeframe after OJP accepts a conference request that a recipient/contractor can expect notification of approval?

Answer: Each conference request is unique in reference to how the event will accomplish OJP’s mission (meeting, conference, webinar, etc.). The key to any conference/event moving through the review process will depend on whether the package is complete. A complete package contains a detailed cost analysis and sufficient justification to support all categories within the package. *Example:* An event is submitted for approval which consists of the following categories: printing and distribution, M&IE, lodging, transportation, and trainer/facilitator costs. The

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package contains a detailed cost analysis of each cost category (e.g., one trainer at \$450 per day x 2 days = \$900) and adequate justification explaining the purpose of the event and the role of the trainer. This package can move through the review process in a few days and allow ample time for travelers to make reservations, if the package was submitted within the required timeframe. However, based on the example above, if the package was submitted and the trainer/facilitator's costs exceeded OJP's threshold, and supporting justification was not included with the package, a delay may occur while this justification is being retrieved. To avoid delays in the approval process, all recipients/contractors should adhere to the timeframe requirements for the dollar amount of their proposed event.

Question 6: Once an event is approved, how do we handle any increases and/or decreases in the amount of attendees originally proposed on the cost analysis spreadsheet submitted to DOJ for approval?

Answer: After receiving notification of approval from DOJ/OJP, all subsequent changes prior to the start day of the event should be sent to the Conference Cost email address at ConferenceCosts.OJP@ojp.usdoj.gov. *Example:* If an event was approved by OJP on 9/1/20XX for an event scheduled for 12/15/20XX, the recipient/contractor should notify OJP as soon as possible of any changes in attendees (preferably 30 days or more in advance). This scenario holds true for changes to start and end date, location, and any other cost-related category.

Question 7: Does the \$25 per person per day limit for meeting rooms and audio-visual costs also include service fees and taxes?

Answer: Yes. The cost allowed for conference space and audio-visual equipment and services (fees and taxes) is limited to \$25 per day per attendee not to exceed a cumulative total cost of \$20,000. Total costs are defined as direct and indirect costs.

Question 8: What if there are multiple meetings occurring within the larger event offered to all the attendees? Is the \$25 per day per attendee limit applicable to each meeting? Example: A general session meeting contains all attendees and later breakout sessions are offered to the groups. Can each breakout/meeting have its own \$25 per person per day limit?

Answer: No. Despite the multiple meetings offered within the larger event, DOJ/OJP considers and approves this type of event as a single event.

Question 9: Can we accept complimentary food and beverage?

Answer: Yes. Complimentary food and beverages may be accepted if offered to everyone. *Example:* Hotel W offers a complimentary continental breakfast to all its overnight customers regardless of any status they may have with the hotel chain. This type of complimentary offer is considered a business strategy of the hotel to promote an increase in overnight stays. You are not required to reduce your M&IE by the value of the food and beverage if offered to all customers as noted in this example.

Question 10: Are the thresholds (\$8,750 for logistical planner, \$35,000 for programmatic planner, and \$20,000 for conference space and audio-visual equipment/services) a cumulative cost for the entire event or a per day cost?

Answer: The cost allowed for conference space and audio-visual equipment and services (fees and taxes) is limited to \$25 per day per attendee not to exceed a cumulative total cost of \$20,000. The cost allowed for a logistical planner is the lesser of \$50 per attendee or \$8,750 per event. The cost allowed for a programmatic planner is the lesser of \$200 per attendee or \$35,000 per event.

Question 11: To whom should I submit event requests?

Answer: For all BJA events, the forms should be sent to: BJAConferenceReport@usdoj.gov. All other event forms should be sent to: OJPConferenceCosts@ojp.usdoj.gov. Please do not send questions or other correspondence to either

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email address. These mailboxes should be used only for the submission of conference forms and supporting documentation (e.g., hotel contracts).

Question 12: How far in advance do I have to submit an event for review and approval?

Answer: Requests for conferences costing \$100,000 or less, and not exceeding any cost thresholds (conference space and audio-visual equipment and services, logistical conference planner, and programmatic conference planner) must be submitted to OJP 90 calendar days in advance of the earliest of the following:

- Start date of the conference;
- Deadline for signing conference-related contracts, or
- Obligation of funds for conference costs (except for minimal costs required to assemble and submit the approval request).

Requests for conferences costing *more than \$100,000, or exceeding any one cost threshold* (conference space and audio-visual equipment and services, logistical conference planner, or programmatic conference planner), must be submitted to OJP 120 calendar days in advance of the earliest of the following:

- Start date of the conference;
- Deadline for signing conference-related contracts, or
- Obligation of funds for conference costs (except for minimal costs required to assemble and submit the approval request).

Approval Requests Submitted Less than the Required Number of Days in Advance (as noted above)—OJP may, in its sole discretion, consider requests that are submitted late, but cannot assure that these requests will receive a decision in time to avoid having to cancel the conference (particularly if there are any issues that arise with specific items of cost in the request). Cancellation costs associated with conferences that are submitted for late prior approval may be determined to be unallowable costs by OJP.

Question 13: What are the most common mistakes made on the forms, so that I can avoid them in the future and increase the likelihood of a quick review and approval decision for my event?

Answer: Below are the most common mistakes found:

- *Inaccurate calculation of daily per diem.* Daily per diem rates for locations across the Nation can be found at: <http://www.gsa.gov/portal/category/100120>. Please ensure the daily rate utilized in the calculations corresponds to the specific location and dates of the meeting. In addition, please remember that travel days are reimbursed at a slightly lower rate than meeting days. The lower rates must be used for days of travel both before and after the event. The following chart includes these lower rates:

Full Per Diem Rate	Corresponding Travel Day Rate (75%)
■ \$46.00	■ \$34.50
■ \$51.00	■ \$38.25
■ \$56.00	■ \$42.00
■ \$61.00	■ \$45.75
■ \$66.00	■ \$49.50
■ \$71.00	■ \$53.25

EXCEPTION: If your organization has its own formal, written travel policy, your event submissions can reflect that policy, instead of the rates in the chart above. In these instances, please state that you have a formal, written

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travel policy, and clearly explain the rates in the policy, and how the corresponding numbers in your submission were derived.

- *Insufficient explanation and justification of transportation costs.* Please remember to “break out” and briefly describe/justify the transportation costs that are included. *Example:* If participants are flying to your event and the tickets are being paid for with DOJ funding, you should include the anticipated number of people flying multiplied by the estimated cost per ticket. If cars will be rented you should include a brief justification for why rental cars are being used instead of another form of ground transportation, such as taxis or shuttles.
- *Insufficient explanation and justification of audio-visual costs.* All audio-visual costs should be “broken out” and briefly described. The quantity of equipment to be rented (e.g., number of microphones, projectors, etc.) should be included, along with relevant costs and a brief justification for why the proposed equipment is required to conduct a successful meeting. A discussion of how the audio-visual services provider was selected should be included (for example, did you obtain three quotes?).
- *Insufficient explanation and justification of printing costs.* Proposed printing costs for participant materials should also be itemized and briefly described. Specifically, it is important to articulate why printed materials are needed instead of making materials available electronically (at low or no cost) to attendees before and/or after the event.
- *Insufficient explanation and justification of shipping costs.* Please provide an itemization of these costs, along with a brief description of why the equipment and other materials being shipped are essential to hosting a successful conference.
- *Insufficient explanation and justification of consultant costs.* The maximum daily rate for subject matter experts who are being reimbursed for their time is noted [here](#). Please describe all consultant costs in detail and include a brief yet compelling justification for the proposed costs. Daily rates for subject matter experts above [the maximum daily rate](#) require prior approval by DOJ/OJP. In cases where higher rates are included in the event submission, written documentation of prior approval is required and should be attached.

Question 14: Should I continue to exclude all food and beverage costs in my event submissions?

Answer: Yes. The inclusion of food and beverage costs will delay the review process and these costs are not likely to be approved. The only exception is when the location of the conference does not allow attendees to obtain food or beverages on their own, or when this restriction would greatly disrupt the conference schedule. If you believe your event qualifies for such a rare exception, please contact your program manager to discuss it before completing and submitting your form. If meals are included in your event submission, please remember that attendees must subtract the meal costs from the M&IE reimbursement for the days on which the meals will occur.

Question 15: Can you summarize what I can do to prevent follow up questions about my submitted event(s) that delay the review and approval process?

Answer: As a general rule, please explain how you derived every cost that you include in the conference submission form. The form can be challenging to complete and there are lines where it is not possible to add descriptive narrative. Please include your explanations and specific cost breakdowns in a separate tab, or in a separate document that is submitted with the form. In addition, please include the cooperative agreement or contract number on the form.

Question 16: What events qualify for the expedited review process?

Answer: There is no “expedited review process.” Every effort is made to review all events as quickly as possible. Most delays result from a need for additional information. Events are prioritized for review by balancing the following three criteria:

1. The start date of the event;
2. The date the event submission was received by OJP; AND
3. The overall cost and complexity of the conference. For example, conferences requiring Deputy Attorney General approval (over \$100,000) typically take longer to process as they have to go through OJP and DOJ reviews, result in more questions, and are more likely to have issues related to cost thresholds.

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3.10 CONFERENCE APPROVAL, PLANNING, AND REPORTING

Reporting

Question 17: Where can I find the most updated version of the conference reporting form to use for my submissions?

Answer: The most updated version of the conference reporting form can be found under the [Resources](#) section of the OJP website.

Question 18: If I have a question about conference reporting, to whom should I send it?

Answer: Please send your questions to your designated Program Manager. They are great resources and will be happy to assist you. You may also direct your question to Ask.OCFO@usdoj.gov.

Question 19: Are we expected to have our staff track their time hour for hour for time spent on the event for planning, etc., or are reasonable estimates adequate for cost reporting purposes?

Answer: Post event reports must contain actual costs. These costs should include *logistical* and *programmatic planner* staff time spent on these activities and any *contracted planner* costs.

Question 20: With conference cost reports now being due 30 days after the event, how should we handle costs for invoices that have not been received yet? Many invoices (such as hotels) are not received within 30 days of the end of the event. Should estimates be included on the cost report?

Answer: All conference costs for events held by cooperative agreement recipients or contractors costing over \$20,000, or where more than 50% of attendees are DOJ employees, must be reported within *45 calendar days after the last day of the event*.

Question 21: On the DOJ Conference & Events Submission Form, Item #19 Reporting Period under A. General Conference Information — is this the period in which the actual cost of the event is being reported or should this be based on the end date of the event?

Answer: This reporting requirement is based on the end date of the event. All conference costs for events held by cooperative agreement recipients or contractors costing over \$20,000, or where more than 50% of attendees are DOJ employees, must be reported within 45 calendar days after the last day of the event. **Example:** An OJP-approved conference/event was conducted from 3/16/20XX through 3/20/20XX. A completed Conference & Events Submission Form must be submitted showing the prior approval amounts compared to the actual costs and explain all variances greater than 10% and \$1,000. Reports should be emailed to OJPConferenceCostReporting@ojp.usdoj.gov.

Resources

- [Conference & Events Submission Instructions](#)
- [Conference & Events Submission Form](#)
- [Federal Facilities List](#)
- [Quick Reference Guide to Conference Cost Policy and Guidance](#)
- [Food and Beverage Policy](#)

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3.11 INDIRECT COSTS

Introduction

Indirect costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. Examples of costs usually treated as indirect include those incurred for facility operation and maintenance, depreciation, and administrative salaries.

Federal Indirect Cost Rate—Negotiated Agreements

If a Federal awarding agency has approved your indirect cost rate or allocation plan in the recent past, then another awarding agency may accept the same indirect cost rate or allocation plan, provided the rate or plan is based on allocation methods substantially in accord with those set forth in the applicable cost circulars.

Where the approved provisional indirect cost rate is lower than the actual indirect cost rate incurred, you may not charge expenses included in overhead pools (e.g., accounting services, legal services, building occupancy and maintenance) as direct costs.

Exclusion of some [subawards](#) or subcontracts from overhead recovery:

- **\$25,000 Subcontract/Subaward Limitation:** For Educational Institutions and Non-Profit Organizations, indirect cost rates negotiated on the basis of modified total direct costs may only be applied against the first \$25,000 of any subcontract or subaward under the agreement. This limitation must be applied to all related subcontracts and subawards. A subcontract or subaward is any agreement under which the awardee outsources work, goods, or services. (2 C.F.R. part 220 (Educational Institutions, formerly Circular A-21), Appendix A, G(2) and 2 C.F.R. part 230 (Non-Profit Organizations, formerly Circular A-122), Appendix A, D(3)(f)).
- **Participant Support Costs:** For Non-Profit Organizations, in accordance with 2 C.F.R. part 230, Appendix A, D(2) (C), participant support costs are generally excluded from the distribution base. “The distribution base may be total direct costs (excluding capital expenditures and other distorting items, such as major subcontracts or subgrants), direct salaries and wages, or other base which results in an equitable distribution. The distribution base shall generally exclude participant support costs as defined in paragraph 32 of Appendix B.{in 2 CFR 230}” Participant support costs are direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with meetings, conferences, symposia, or training projects. This exclusion applies to the entirety of any subcontracts for the lodging and travel of conference participants or trainees (but not employees).

No Approved Plan

If you do not have an approved Federal indirect cost rate, you will be unable to recover funds budgeted for indirect costs until a rate is approved.

- A special condition will be added to the award prohibiting the obligation, expenditure, or drawdown of funds reimbursement for indirect costs until an indirect cost rate has been approved by your [cognizant Federal agency](#), and a Grant Adjustment Notice has been issued retiring the special condition.
- **There is an exception:** If you are a unit of government within a local jurisdiction to which the Office of Management and Budget (OMB) has not assigned a cognizant Federal agency, then you are not required to submit your indirect cost proposal, unless the awarding agency requires a copy of the proposal.

Establishment of Indirect Cost Rates

In order to be reimbursed for indirect costs, you must first establish an appropriate indirect cost rate.

- To do this, you must prepare an indirect cost rate proposal and submit it to your cognizant Federal agency.
- Instructions on how to prepare an indirect cost rate proposal are available in the [Indirect Costs resource document](#) at the Office of Justice Programs (OJP): Funding Resources web page.

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3.11 INDIRECT COSTS

FINANCIAL MANAGEMENT TIPS

There is an exception: If you are a local unit of government, you are not required to submit an indirect rate cost agreement. However, you are required to retain your cost allocation plan on file for review.

ACTION ITEM

Generally, if an indirect cost proposal is not submitted within 90 days after the award date, indirect costs may not be recovered for the period prior to submission of the proposal.

- To support the indirect cost proposal, as an award recipient you are responsible for ensuring that independent audits of your organization are conducted in accordance with existing Federal auditing and reporting standards set forth in [OMB Circular A-133 Compliance Supplement](#). A copy of the audit report must be submitted to your cognizant Federal agency to support the indirect cost proposal.
- As part of requesting an indirect cost rate, you must submit with your indirect cost allocation plan a signed certification stating that the plan only includes allowable costs.
- Additional guidance for completing an indirect cost proposal as an award recipient, as well as examples of how certain information should be provided, is available through the U.S. Department of Health and Human Services (HHS) Program Support Center [website](#).

After negotiations, your cognizant Federal agency will establish either a provisional, final, or fixed-with-carry-forward indirect cost rate, depending on the cost principles that apply to your type of organization.

Indirect Cost Distribution Bases

Irrespective of the allocation method used by the organization, only the following three “direct cost” bases for a percentage share of indirect costs will be allowed by OJP and are available to you as a distribution base:

- **Modified Total Direct Cost, or MTDC.** This base includes all direct costs incurred by the organization with the exception of distorting items such as equipment, capital expenditures, pass-through funds, and each major subcontract or subaward over \$25,000.
- **Direct Salaries and Wages.** This base includes only the costs of direct salaries and wages incurred by the organization.
- **Direct Salaries and Wages plus Fringe Benefits.** This base includes the costs of direct salary and wages and the direct fringe benefits incurred by the organization.

Transferring funds into or out of the indirect cost category is not allowable without prior approval from the awarding agency. A budget modification is required.

Cost Allocation Plans—Central Support Services

- State agencies and local units of government may not charge to an award the cost of central support services supplied by the State or local units of government, except pursuant to a cost allocation plan approved by [HHS](#).
- The rate to be applied may be on a [fixed rate with carry forward provision](#).

Lobbying Costs and the Indirect Cost Pool

When an organization seeks reimbursement for indirect costs, total [lobbying](#) costs must be separately identified in the indirect cost rate proposal and thereafter treated as other unallowable activity costs in accordance with the above procedures and the instructions found in the appropriate [Appendix A section of Title 2 CFR \(Part 215, Part 220, Part 225, or Part 230\)](#).

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3.11 INDIRECT COSTS

Requirements for recipient organizations:

- Unallowable costs associated with the indirect cost pool (e.g., lobbying) must be added to the base.
- Organizations must submit, as part of their annual indirect cost rate proposal, a certification that they are in compliance with all the requirements and standards.
- Organizations must maintain adequate records to demonstrate that they have identified costs as allowable or unallowable in line with [Appendix B of Title 2 CFR Part 225 or Part 230](#), as applicable.

Exemption from some record-keeping requirements:

- Recipient organizations will not be required to create time logs, calendars, or similar records for purposes of complying with this section during any particular calendar month when:
 - ▶ The employee engages in lobbying;
 - ▶ Twenty-five percent or less of the employee's compensated hours of employment during that calendar month constitutes lobbying; and
 - ▶ Within the preceding 5-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs.
- When the first two conditions listed above are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained.
- Also when the first two conditions are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.

Approval of Indirect Cost Rates for Subrecipients

As the direct recipient of Federal funding, you are responsible for approving indirect cost rates for your subrecipients. The Federal awarding agency will not approve indirect cost rates beyond the direct recipient level.

FINANCIAL MANAGEMENT TIP

Subrecipients who are also direct recipients of Federal awards may already have a federally approved indirect cost rate.

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3.12 CONFIDENTIAL FUNDS

Introduction

The provisions outlined in this chapter apply to all awarding agency professional personnel, recipients, and subrecipients involved in the administration of grants containing confidential funds. Confidential funds are those monies allocated to:

- **Purchase of Services (P/S).** This category includes travel or transportation of a non-Federal officer or an informant; the lease of an apartment, business front, luxury-type automobile, aircraft or boat, or similar effects to create or establish the appearance of affluence; and/or meals, beverages, entertainment, and similar expenses (including buy money, flash rolls, etc.) for undercover purposes, within reasonable limits.
- **Purchase of Evidence (P/E).** This category is for purchase of evidence and/or contraband, such as narcotics and dangerous drugs, firearms, stolen property, counterfeit tax stamps, and so forth, required to determine the existence of a crime or to establish the identity of a participant in a crime.
- **Purchase of Specific Information (P/I).** This category includes the payment of monies to an informant for specific information. All other informant expenses would be classified under P/S and charged accordingly.

FINANCIAL MANAGEMENT TIP

Confidential funds should only be allocated when 1) the merit of a program/investigation warrants the expenditure of these funds, and 2) you are unable to obtain these funds from other sources.

Confidential funds are subject to prior approval.

- You will receive approval for confidential fund expenditures if it is found that these expenditures are reasonable and necessary elements of project operations.
- The approving agency must also ensure that the controls over disbursement of confidential funds are adequate to safeguard against the misuse of such funds.

Approval Authorities

If you are a block/formula award recipient or a discretionary award recipient, then the approval authority for the allocation of confidential funds is your awarding agency. (This includes Regional Information Sharing Systems [RISS] Program projects).

If you are a block/formula subrecipient, your approval authority is the original recipient agency.

Confidential Funds Certification

For all projects involved with confidential funds from either Federal or matching funds, the U.S. Department of Justice requires signed certification that the Project Director has read, understands, and agrees to abide by the conditions described below. The signed certification must be submitted at the time of grant application. A sample Confidential Funds Certification form for use is included here.

Download sample [Confidential Funds Certification form](#).

ACTION ITEM

Each Project Director involved with confidential funds from either Federal or matching funds must provide a signed certification to show that he or she has read, understands, and agrees to abide by the conditions for confidential funds.

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3.12 CONFIDENTIAL FUNDS

Written Procedures

Each Project Director and Regional Information Sharing Systems [RISS](#) member agency authorized to disburse confidential funds must develop and follow internal procedures which incorporate the elements listed below. If the Project Director and/or RISS member agency deviates from these elements, they must receive prior approval of the awarding agency.

- The funds authorized will be established in an [imprest fund](#) which is controlled by a bonded cashier.
- The supervisor of the unit to which the imprest fund is assigned must authorize all advances of funds for the purchase of information. In the authorization the supervisor must specify the information to be received, the amount of expenditures, and the assumed name of the informant.
- Informant files are confidential files of the true names, assumed names, and signatures of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee(s) should also be maintained. In the RISS Program, the informant files are to be maintained at the member agencies only. Project headquarters may maintain case files.
- The agent or officer authorized to make a confidential payment will provide the cashier with a receipt for cash advanced for such purposes. The informant payee must provide the agent or officer a receipt for cash paid to them. A sample [informant payee receipt](#) is provided as an example.

An informant payee receipt must identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed, **no alteration is allowed**. As shown above, the agent must prepare an informant payee receipt containing all of the following information:

- The jurisdiction initiating the payment
- A description of the information/evidence received
- The amount of payment in both numerical and word format (e.g., one hundred dollars [\$100.00])
- The date on which the payment was made
- The signature of the informant payee
- The signature of the case agent or officer making payment
- The signature of at least one other officer witnessing the payment
- The signature of the first-line supervisor authorizing and certifying the payment

The signed receipt from the informant payee with a memorandum detailing the information received must be forwarded to the agent or officer in charge.

- The agent or officer in charge must compare the signatures.
- He/she must also evaluate the information received in relation to the expense incurred and enter his/her evaluation remarks in the report of the agent or officer who made the expenditure from the imprest fund.
- The certification will be witnessed by the agent or officer in charge on the basis of the report and informant payee's receipt.

Each Project Director must prepare a reconciliation report on the imprest fund on a quarterly basis.

- The reconciliation report must include the assumed name of each informant given and to what extent each informant contributed to the investigation.
- As the recipient, you should retain the reconciliation report in your files and have it available for review.
- Subrecipients should retain the reconciliation report in their files and have it available for review unless the State agency requests that the report be submitted to them on a quarterly basis.

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3.12 CONFIDENTIAL FUNDS

Each Project Director and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (including the review and approval/disapproval), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures.

- Refer to the documentation in the [Informant Files](#) section of this chapter for a list of documents which should be included in the informant files.
- In projects where award funds are used for confidential expenditures, please note that all of the above records are subject to the record retention and audit requirements of the awarding agency and program legislation.
- However, only under extraordinary and rare circumstances would such access include a review of the true name of confidential informants.
- When access to the true name of confidential informants is necessary, appropriate steps to protect this sensitive information must and will be taken by your organization, the awarding agency, and the auditing agency.
- Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by both the OJP Program Office Head and the OJP Chief Financial Officer.

ACTION ITEM

If the Project Director and RISS member agency authorized to disburse confidential funds deviate from these written procedures, they must receive prior approval of the awarding agency.

Informant Files

A separate file should be securely established for each informant for accounting purposes.

- Informant files should be kept in a separate and secure storage facility and under the exclusive control of the Project Director, manager, or an employee designated by him/her.
- The facility should be locked at all times when unattended.
- Access to these files should be limited to those employees who have a necessary and legitimate need.
- An informant file should not leave its immediate area within the storage facility, except for review by a management official or the handling agent, and should be returned prior to the close of business on the day of its review.
- Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.

Each file should include the following documentation:

- Informant Payment Record easily accessible on top of the file. This record provides a summary of informant payments.
- Informant Establishment Record, including complete identifying and locating data, plus any other documents connected with the informant's establishment.
- Current photograph and fingerprint card (or Federal Bureau of Investigation[FBI]/State criminal identification number).
- Agreement with cooperating individual.
- Receipt for [P/I](#).
- Copies of all debriefing reports (except for the headquarters case file).
- Copies of case initiation reports showing the use of an informant (except for the headquarters case file).
- Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
- Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
- Any deactivation report or declaration of an unsatisfactory informant.

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3.12 CONFIDENTIAL FUNDS

Regional Information Sharing Systems (RISS) Program

[RISS](#) is a national Federally funded program of regionally oriented services designed to enhance the ability of local, State, Federal, and tribal criminal justice agencies to:

- Identify, target, and remove criminal conspiracies and activities spanning multijurisdictional, multistate, and sometimes international boundaries.
- Facilitate rapid exchange and sharing of information among the agencies pertaining to known suspected criminals or criminal activity.
- Enhance coordination and communication among agencies that are in pursuit of criminal conspiracies determined to be interjurisdictional in nature.

RISS Processing Procedures

The agency must provide a statement agreeing to establish control, accounting, and reporting procedures consistent with the procedures outlined in this chapter. The project policy board establishes the maximum level the Project Director may authorize in disbursements to member agencies.

- The Project Director, or his/her designee, may authorize payment of funds to member agencies and their officers for [P/I](#) and evidence up to this maximum level.
- The Project Director must refer all requests for amounts in excess of the maximum level to the project policy board for review and approval.
- Any member agency requesting funds from the project will do so in writing. The request must contain the amount needed, the purpose of the funds, and a statement that the funds requested are to be used to further the project's objectives.

The Project Director, or his/her designee when appropriate, will approve or disapprove the request in writing.

- If approved, the request will be forwarded to the project cashier, who will record the request and transmit the monies, along with a receipt form, to the member agency.
- Upon receipt of the monies, the member agency will immediately sign and return the receipt form to the cashier.

Each Project Director must record and maintain on file the assumed name and signature of all informants to whom member agencies make payments from project funds for all transactions involving P/I.

- The original signed informant payee receipt, with a summary of the information received, will be forwarded to the Project Director by the member agency.
- The Project Director will then verify the receipt by comparing the signature of the informant payee on the receipt with the signature maintained by the project in a secure and confidential file.
- If discrepancies exist, the Project Director, or his/her designee, will take immediate steps to notify the member agency and find out the reason(s) for the discrepancies.
- The member agency must forward written justification to deal with discrepancies identified by the Project Director. If the justification is sufficient, it will be attached to the informant payee receipt.

Informant Management and Utilization

Anyone used as an informant should be identified as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

- Assign an informant code name to protect the informant's identity.
- Create an informant code book controlled by the Project Director or their designee containing:
 - ▶ Informant's code name;
 - ▶ Type of informant (i.e., informant, defendant/informant, restricted-use informant);

III. Postaward Requirements

3.12 CONFIDENTIAL FUNDS

- ▶ Informant's true name;
- ▶ Name of establishing law enforcement officer;
- ▶ Date the establishment of the informant is approved; and
- ▶ Date of deactivation.
- Establish each informant's files in accordance with the documentation listing under the [Informant Files](#) section of this chapter.
- Search all available criminal records for informants.
 - ▶ If a verified FBI number is available, request a copy of the criminal records from the FBI.
 - ▶ Where a verified FBI number is not available, fingerprint the informant and send a copy to the FBI and appropriate State authorities for analysis.
 - ▶ The informant may be used on a temporary basis while awaiting a response from the FBI.
- Review all active-status informant files on a quarterly basis to assure they contain all relevant and current information.
 - ▶ Where a substantive fact that was earlier reported on the Establishment Record is no longer correct (e.g., a change in criminal status or in means of locating the informant), a supplemental establishing report should be submitted with the correct entry.

Payment to Informants

Anyone who receives payments charged against [P/E](#) or P/I funds should be established as an informant.

- This includes anyone who may otherwise be categorized as a source of information or an informant under the control of another agency.
- The amount of payment should match the value of services and/or information provided and should be based on the following factors:
 - ▶ The level of the targeted individual, organization, or operation
 - ▶ The amount of the actual or potential seizure
 - ▶ The significance of the contribution made by the informant to the desired objectives
- Payments to informants may be made under various circumstances:
 - ▶ When an informant assists in developing an investigation, either through supplying information or actively participating in it, they may be paid for their service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be on a minimum basis.
 - ▶ When an informant needs protection, law enforcement agencies (LEAs) may absorb the expenses of relocation. These expenses may include travel for the informant and their immediate family, movement and/or storage of household goods, and living expenses at the new location for a specific period of time (not to exceed 6 months). Payments for these expenses may be either lump-sum or as they occur and should not exceed the amounts authorized by law enforcement employees for these activities.
 - ▶ To use or pay another agency's informant, the person should be identified as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.
- Documentation of payments to informants is critical and must be noted on a receipt for P/I.
 - ▶ Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first-line supervisory level.
 - ▶ In unusual circumstances, a non-officer employee or an officer of another LEA may serve as a witness.
 - ▶ In all instances, the original signed receipt must be submitted to the Project Director for review and recordkeeping.

III. Postaward Requirements

3.12 CONFIDENTIAL FUNDS

ACTION ITEM

Stress with staff the importance of maintaining complete records for informants, including documentation of payments.

Accounting and Control Procedures

Special accounting and control procedures should direct the use and handling of confidential expenditures. We describe these procedures below:

- It is important that expenditures identified as P/E, P/I, and [P/S](#) expenses are in fact allocated and charged to the proper category. This is the only way that these funds may be properly managed at all levels and accurate projections of future needs be made.
- Each law enforcement entity should apportion its P/E, P/I, or P/S allowance throughout its jurisdiction and delegate authority to approve P/E, P/I, and P/S expenditures to those offices as necessary.
- Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any one investigation.
- In exercising their authority to approve these expenditures, the supervisor should consider:
 - ▶ The significance of the investigation;
 - ▶ The need for this expenditure to further that investigation; and
 - ▶ Anticipated expenditures in other investigations.
- Funds for P/E, P/I, and P/S expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. The funds should not be used for another purpose (including another category) without first returning them and repeating the authorization and advance process based on the new purpose.
- Funds for P/E, P/I, or P/S expenditures should be advanced to the officer on a suitable receipt form. A receipt for P/I or a voucher for P/E should be completed to document funds used in P/E or funds paid or advanced to an informant.
- For security purposes, there should be a 48-hour limit on the amount of time for which funds advanced for P/E, P/I, or P/S expenditure may be held outstanding.
 - ▶ If it becomes apparent at any point within the 48-hour period that the funds will not be used, then the funds should be returned to the advancing cashier as soon as possible. An extension to the 48-hour limit may be granted by the level of management that approved the advance.
 - ▶ Factors to consider in granting an extension are the amount of funds involved, safeguarding of funds, length of extension required, and importance of the expenditure.
 - ▶ Extensions are generally limited to no more than an additional 48 hours. Recipients should consult with the program office prior to determining the final course of action. Beyond this time period, the funds should be returned and re-advanced, if necessary.
 - ▶ Regardless of circumstances, within 48 hours of the advance, the fund cashier should be presented with either the unexpended funds, an executed receipt for P/I or P/E, or written notification by management that an extension has been granted.

III. Postaward Requirements

3.12 CONFIDENTIAL FUNDS

- P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by cancelled tickets, receipts, lease agreements, and any other relevant documentation. If supporting documents are unavailable, the Project Director or his or her immediate subordinate must certify that the expenditures were necessary and justify why supporting materials were not obtained.

ACTION ITEM

For security purposes, establish a limit of 48 hours on the amount of time for which funds advanced for P/E, P/I, or P/S expenditure may be held outstanding.

III. Postaward Requirements

3.13 UNALLOWABLE COSTS

Introduction

Federal awards generally supply you and your subrecipients with the funds necessary to cover costs associated with the award program. There are other costs, however, categorized as [unallowable costs](#), that will not be reimbursed. To manage unallowable costs, separate accounts must be established for these types of expenses. Also within the category of unallowable costs are any costs considered inappropriate by your awarding agency.

Standard unallowable costs are identified in the following Code of Federal Regulations (CFR) sections:

- [Title 2 CFR Part 220](#); (Appendix A) (also Office of Management and Budget, or OMB, Circular A-21)
- [Title 2 CFR Part 225](#); (Appendix A and Appendix B)
- [Title 2 CFR Part 230](#); (Appendix A and Appendix B)
- [Federal Acquisition Regulation \(FAR\) Subpart 31.2—Contracts with Commercial Organizations](#)

Unallowable Cost Categories

Land Acquisition

No Federal funds that were awarded for renting, leasing, or construction of buildings or other physical facilities shall be used for land acquisition.

Compensation of Federal Employees

This category of unallowable costs includes salary payments, consulting fees, or other compensation to full-time Federal employees.

Travel of Federal Employees

You may not spend award funds on transportation, lodging, subsistence, and related travel expenses of awarding agency employees.

- The Office of Justice Programs (OJP) does consider to be allowable the travel expenses of other Federal employees, such as those persons serving on advisory committees or other program or project duties or assistance, if travel expenses have been:
 - ▶ Approved by the Federal employee's department or agency; and
 - ▶ Included as an identifiable item in the funds budgeted for the project or subsequently approved by the awarding agency.

Bonuses or Commissions

You or your subrecipient cannot pay any bonus or commission to any individual or organization to obtain approval of an application for award assistance.

- Bonuses to officers or board members of for-profit or nonprofit organizations are determined to be a profit or fee and are unallowable.
- Some programs do not allow reimbursement for bonuses to employees.

ACTION ITEM

Be sure to check your award document and, if applicable, financial clearance memorandum, to determine which salaries, fringe benefits, and other personnel costs are allowable under your specific award.

III. Postaward Requirements

3.13 UNALLOWABLE COSTS

Military-Type Equipment

This category of unallowable costs includes such items as armored vehicles, explosive devices, and other items typically associated with the military arsenal, excluding automatic weapons.

- If as a recipient you submit a written request and justification, the awarding agency may make an exception to this rule.

Lobbying

You and your subrecipients must comply with the provisions of the Government-wide common rule on restrictions on lobbying, as appropriate. Refer to [Chapter 2.2](#) of this *Guide* for more specifics about restrictions on lobbying.

- The lobbying cost prohibition applies to all award recipients.
- You cannot use your grant funds for the following purposes:
 - ▶ Attempting to influence the outcome of any Federal, State, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or similar activity;
 - ▶ Establishing, administering, contributing to, or paying for the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcome of elections;
 - ▶ Attempting to influence (a) the introduction of Federal or State legislation; or (b) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
 - ▶ Engaging in or supporting the development of publicity or propaganda designed to support or defeat legislation pending before legislative bodies;
 - ▶ Paying, directly or indirectly, for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence a member of Congress or of a State legislature to favor or oppose, by vote or otherwise, any legislation or appropriation by either Congress or a State legislature, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation;
 - ▶ Engaging in legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried out in support of or in knowing preparation for an effort to engage in unallowable lobbying;
 - ▶ Paying a publicity expert; or
 - ▶ Attempting to improperly influence, either directly or indirectly, an employee or officer of the executive branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter.
- The [Anti-Lobbying Act, 18 United States Code \(U.S.C.\) 1913](#), was recently amended to expand significantly the restriction on use of appropriated funding for lobbying.
 - ▶ This expansion also makes the anti-lobbying restrictions enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per each individual occurrence of lobbying activity.
 - ▶ These restrictions are in addition to the anti-lobbying and lobbying disclosure restrictions imposed by [31 U.S.C. 1352](#).
- All grantees must understand that no Federally appropriated funding made available under the grant program may be used, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express approval of OJP.
- Any violation of this prohibition is subject to a minimum \$10,000 fine for each occurrence. This prohibition applies to all activity, even if currently allowed within the parameters of the existing [OMB](#) circulars.
- Any question(s) relating to this statute should be submitted in writing to the DOJ Office of General Counsel through your program manager.

III. Postaward Requirements

3.13 UNALLOWABLE COSTS

Fundraising

You may not charge as direct or indirect costs against your award the costs of organized fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions.

- Neither the salary of persons engaged in such activities nor indirect costs associated with those salaries may be charged to the award.
- An organization may accept donations (e.g., goods, space, services) towards fundraising, as long as the value of the donations is not charged as a direct or indirect cost to the award.
- Nothing in this section should be read to prohibit a recipient from engaging in fundraising activities, as long as such activities are not financed by Federal or matching funds.

Corporate Formation

Unless specifically stated in your award agreement, the cost for corporate formation (startup costs) may not be charged either as direct or indirect costs against the award.

State and Local Sales Taxes

Taxes that a governmental unit is legally required to pay are allowable, except for self-assessed taxes that disproportionately affect Federal programs or changes in tax policies that disproportionately affect Federal programs.

- This provision becomes effective for taxes paid during the governmental unit's first fiscal year that begins on or after January 1, 1998, and applies thereafter.
- Gasoline taxes, motor vehicle fees, and other taxes that are in effect user fees for benefits provided to the Federal Government are allowable.
- This provision does not restrict the authority of Federal agencies to identify taxes where Federal participation is inappropriate.
- Where the identification of the amount of unallowable taxes would require an inordinate amount of effort, the cognizant Federal agency may accept a reasonable approximation thereof.

Other Unallowable Costs

These other categories of unallowable costs include:

- Entertainment, including amusement, diversion, and social activities, and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities);
- Fines and penalties (except when incurred as a result of compliance with specific provisions of an award or instructions in writing from the awarding agency);
- Credit card fees;
- Passport charges;
- Tips;
- Bar charges/alcoholic beverages;
- Membership fees to organizations whose primary activity is lobbying; and
- Premium (overtime) pay.
 - ▶ You should not pay overtime costs solely because you are using Federal funds.
 - ▶ Any overtime pay must be authorized in advance through written approval from the awarding agency.

Costs Incurred Outside the Project Period

Any costs that are incurred either before the start of the project period or after the expiration of the project period are not allowable, unless written approval covering pre-agreement costs or a no-cost extension is granted by the awarding agency.

III. Postaward Requirements

3.14 SUBRECIPIENT MONITORING

Introduction

Subawards, also known as subcontracts or subgrants, refer to the award of financial assistance in the form of money (or property in lieu of money), made by you under your award to an eligible subrecipient.

- Subawards are used when the intent is to have another organization help carry out a portion of the scope of work described in your award application.
- It does not matter what the legal agreement between your organization and the subrecipient is called (subaward, subcontract, subgrant). A subaward is designed to help you carry out the program for which you were awarded funding.
- A subaward does not apply to the procurement of goods or services.

None of the principal activities of the award or project-supported effort can be subawarded to another organization without specific prior approval by the awarding agency.

All such arrangements must be formalized in a contract or other written agreement between the parties involved. The contract or other written agreement must not affect your overall responsibility and accountability to the Federal Government as the original award recipient for the duration of the project. As the primary recipient of the award, you are responsible for monitoring the subrecipient and ascertaining that all fiscal and programmatic responsibilities are fulfilled.

Subrecipient Monitoring

The purpose of subrecipient monitoring is to ensure that Federal program funds are being spent in accordance with the Federal program and grant requirements, laws, and regulations. Subrecipient monitoring requirements apply equally to state, local and tribal governments as well as for-profit and non-profit organizations. The requirements for subrecipient monitoring can be found in:

- [Title 28 CFR Part 66](#) and [Title 28 CFR Part 70](#)
- [31 U.S.C. Section 7502](#)
- [Office of Management and Budget \(OMB\) Circular A-133](#)
- [OMB Circular A-102](#)
- [Title 2 CFR Part 215](#) (formerly OMB Circular A-110)
- [Title 2 CFR Part 176](#) (for American Recovery and Reinvestment Act of 2009 Section 1512 awards)

Additional requirements can be found in the program legislation and the terms and conditions of your award.

FINANCIAL MANAGEMENT TIP

To effectively monitor your subrecipient, you need to ensure that Federal award information and compliance requirements are identified to the subrecipient at the time of the award and that subrecipient activities are monitored throughout the grant period.

As part of your organization's subrecipient monitoring process, you need to develop systems, policies, and procedures to ensure that subrecipient activities are conducted in accordance with Federal program and grant requirements, laws, and regulations.

Additionally, your organization should develop, implement, and perform procedures to ensure that the subrecipient obtains the required audits, and that audit findings identified in subrecipient audit reports are timely and effectively resolved and corrected.

III. Postaward Requirements

3.14 SUBRECIPIENT MONITORING

Subrecipient Agreements

When you make an award to a subrecipient, you must ensure you identify the Federal award information and applicable compliance requirements, including applicable special conditions, are clearly designated in the subrecipient award agreement. The award or agreement must, at a minimum, include the following information:

- Catalog of Federal Domestic Assistance (CFDA) title and number
- Award name and number
- Name of the Federal awarding agency
- Activities to be performed
- Period of Performance
- Project policies
- Original award flow-through requirements that are applicable to the subrecipient
- Other policies and procedures to be followed
- Dollar limitation of the agreement
- Cost principles to be used in determining allowable costs

Additional contractual elements to consider including in the agreement are listed in this chapter in the [Best Practices](#) section.

American Recovery and Reinvestment Act Requirements

If your award was made under the American Recovery and Reinvestment Act of 2009 (Recovery Act), there are additional requirements in the original award that must be passed through in the subaward agreement. Your organization must ensure that subrecipients receiving Recovery Act funding have current SAM registrations, and you need to perform periodic checks to ensure that subrecipients are updating information, as necessary. In addition, you must require the subrecipient to perform the following:

- Maintain records that adequately identify the sources and application of Recovery Act funds.
- Separately identify to each subrecipient, and document at the time of the subawards and disbursement of funds, the Federal award number, CFDA number, the amount of the Recovery Act funds, and any related Recovery Act special conditions.
- If the direct recipient did not delegate Section 1512(c) reporting responsibility to the subrecipient, the subrecipient must provide required 1512(c) information to the direct recipient to submit quarterly reports on subrecipient activity.

Subrecipient Monitoring Procedures

As the award recipient, you are required during the program period to monitor the subrecipient's use of Federal funds. The methods of monitoring may vary; some of the factors you may want to consider in determining the nature, timing, and extent of monitoring are as follows:

- Programs with complex compliance requirements have a higher risk of non-compliance.
- The larger the percentage of program awards passed through, the greater the need for subrecipient monitoring.
- Larger dollar awards are of greater risk.
- Subrecipients may be evaluated as higher risk or lower risk to determine the need for closer monitoring. Generally, new subrecipients may require closer monitoring. For existing subrecipients, based on results noted during monitoring and subrecipient audits, a subrecipient may warrant closer monitoring (e.g., the subrecipient has a history of non-compliance as either a recipient or subrecipient, new personnel, or new or substantially changed systems).

III. Postaward Requirements

3.14 SUBRECIPIENT MONITORING

Some of the mechanisms you may use to monitor subrecipient activities throughout the year are the following:

- Review monthly financial and performance reports submitted by the subrecipient.
- Perform subrecipient site visits to examine financial and programmatic records and observe operations.
- Review detailed financial and program data and information submitted by the subrecipient when no site visit is conducted. Documents to review might include timesheets, invoices, contracts, and ledgers that tie back to financial reports.
- Regular communication with subrecipients and appropriate inquiries concerning program activities.

The purpose of these monitoring activities is to provide reasonable assurance that the subrecipient has administered the pass-through funding in compliance with the laws, regulations, and the provisions of the award and that the required performance goals are being achieved.

ACTION ITEM

You must have written subrecipient monitoring policies and procedures.

Subrecipient Audits

Your organization needs to develop procedures to ensure that subrecipients expending \$500,000 or more in Federal awards during the subrecipient's fiscal year provide you with the required completed audit within 9 months after their year-end or one month after the issuance of their audit. Upon receipt of the subrecipient audit you need to:

- Evaluate the impact of subrecipient activities on your organization's ability to comply with applicable Federal regulations,
- Issue a management decision on audit findings within 6 months after receipt of the subrecipients's audit report, and
- Ensure that the subrecipient takes timely and appropriate corrective action on all audit findings.

In cases of continued inability or unwillingness of a subrecipient to have the required audits conducted, you, as the Federal awardee, shall take appropriate action using sanctions. It is important that you have policies and procedures in place to properly exercise your fiduciary responsibility in executing your own award requirements should a subrecipient not comply with requirements, laws, and regulations.

As prescribed in [OMB Circular A-133](#), subrecipients are not required to submit a copy of the reporting package to you when there are "no audit findings," i.e., when the schedule of findings and questioned costs does not disclose audit findings relating to the Federal award requirements that you provided in the agreement with your subrecipient, and the summary schedule of prior audit findings does not report the status of audit findings relating to Federal awards.

FINANCIAL MANAGEMENT TIP

You may use the information in the Federal Audit Clearinghouse (FAC) database as evidence to verify that the required audit was performed and the subrecipient had "no audit findings." This verification is in lieu of reviewing submissions from the subrecipient when there are no audit findings. The FAC database is available [online](#).

Best Practices

Listed below are best practices that pass-through organizations may consider in developing policies and procedures around subrecipient monitoring.

III. Postaward Requirements

3.14 SUBRECIPIENT MONITORING

Subrecipient Pre-Award and Monitoring Procedures

- Develop Request for Application with detailed Statement of Work (SOW).
- Require a time-phased milestone plan of action based on accomplishments defined in their SOW.
- Integrate budget line items into the performance plan.
- Require performance/progress reports and supporting documentation with monthly invoices. Performance reports should discuss:
 - ▶ Milestones achieved/to be achieved
 - ▶ Any significant problem, issues, or concerns
 - ▶ Timely accomplishments and delays
 - ▶ Actual cost incurred compared to each budget line item with variances explained.

Subrecipient Legal Agreement/Contract

- Award information: CFDA title, agreement number, amount of award, award name, name of Federal agency
- Requirements imposed by law or regulation, special conditions
- Approved budget line items
- Agreement conditions:
 - ▶ Period of performance;
 - ▶ Level of authorized funding from budget;
 - ▶ Cost, billing, and payment (cost reimbursable);
 - ▶ Records and audits;
 - ▶ Key personnel;
 - ▶ Subcontracting and assignment consent;
 - ▶ Termination and disputes;
 - ▶ Subrecipient invoice format:
 - Monthly and cumulative columns
 - Incurred cost should be the same as the budget line items from SF 424a as rows
 - Line item expenses should have an internal crosswalk to natural accounts
 - Show total authorized funding
 - Show backlog: authorized funding less costs to date.
- Financial Reporting—Frequency (at a minimum, quarterly, and at the end of the award).

Award Agreement Penalties & Sanctions

- Withholding of disbursements or further awards
- Disallowance of cost
- Suspension/termination of award
- Suspension/Debarment
- Civil lawsuit, or
- Criminal prosecution.

III. Postaward Requirements

3.14 SUBRECIPIENT MONITORING

FINANCIAL MANAGEMENT TIP

To proactively monitor subrecipients:

- Read award/contract documents carefully.
 - Ask for explanation and clarity; don't assume.
 - Request a deviation or exception if needed as issues arise.
 - Document transactions, agency guidance, performance evaluations, etc., in writing.
 - Keep documentation on hand.
 - Document, document, document! If it isn't documented, it doesn't exist!
-

III. Postaward Requirements

3.15 REPORTING REQUIREMENTS

Introduction

The Office of Justice Programs (OJP) requires award recipients to submit both financial and program reports. These reports describe the status of the funds or the project, compare actual accomplishments to objectives, and provide other pertinent information. The specific requirements, reporting periods, and submission deadlines are identified below. Your award documents may also include information regarding reporting requirements specific to your particular award.

ACTION ITEM

Be sure to read ALL the special conditions in your award carefully!

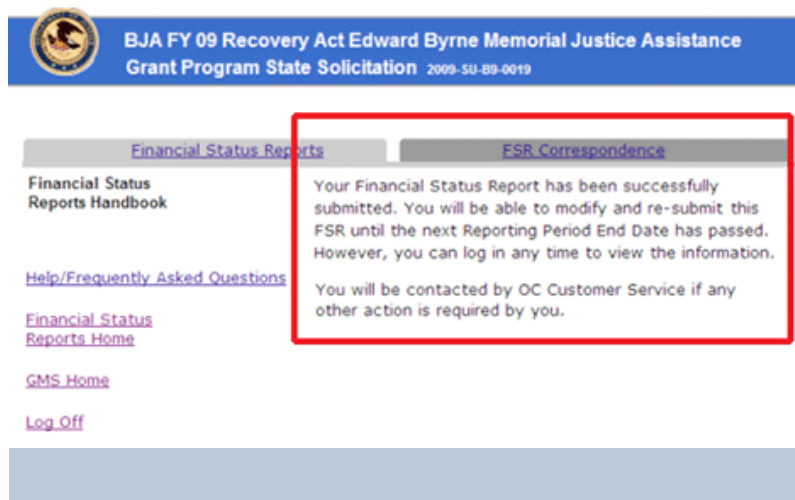
SF-425 Federal Financial Reports

The SF-425 Federal Financial Report (FFR) should show the actual funds you have spent (expenditures) and any bills you are going to pay (unliquidated obligations incurred) at the recipient/subrecipient level, both for the reporting period and cumulatively, for each award. A copy of the SF-425 FFR is available in [Appendix II](#).

You will report the summary information on expenditures, unliquidated obligations incurred, the money from your own organization (match), program income, and indirect costs for each quarter of the project. You will also indicate if you are using a [cash-](#) or [accrual-based](#) accounting system for reporting.

- Your SF-425 must be submitted online through the Grants Management System (GMS) Financial Status Reports Module. This module will allow authorized users to view current and past SF-425s and file or amend the SF-425 for the current quarter. The form presented in Appendix II is a slightly different version than the version in GMS.
- The GMS screens were designed by OJP to allow you to complete the report more quickly by including the previously reported amounts where possible.
- Once you hit the submit button for your SF-425, a system message, such as the sample provided in Figure 1, will appear on your screen indicating that your report has been successfully submitted. Please note that your system message may look different from the sample message in Figure 1 if you have a different type of award.

Figure 1



III. Postaward Requirements

3.15 REPORTING REQUIREMENTS

The quarterly SF-425 must be submitted online no later than 30 days after the last day of each quarter. If your SF-425 is not submitted by the due date, the GMS will automatically consider it to be delinquent and you will not be permitted to draw down funds from the Grants Payment Request System (GPRS). You will receive an automatic email notification if this occurs.

SF-425 Federal Financial Reports—Due Quarterly		
Reporting Period	Due By Date	Delinquent After
October 1–December 31	January 30	January 30
January 1–March 31	April 30	April 30
April 1–June 30	July 30	July 30
July 1–September 30	October 30	October 30

FINANCIAL MANAGEMENT TIP

If your Federal Financial Report (SF-425) or progress report is delinquent, an **automatic hold will be placed on the remaining funds associated with each award** and any payments requested through the [GPRS](#) will be denied. In addition, any new awards for all OJP programs may be restricted, and any Grant Adjustment Notices that release funds to retire special conditions will not be approved until your SF-425 or progress report is current.

The final FFR is due within 90 days after the end date of the award, but may be submitted as soon as all outstanding expenditures have been captured.

Important Reminders

- Report actual funds spent, NOT your draw down amounts from the Federal Government.
- Report all allowable costs incurred, both at the recipient and subrecipient level.
- Report the cumulative matching expenditures.
- Report program income as the cumulative amount, NOT the quarterly amount.
- Report correct indirect cost rate and/or base supplied by your cognizant Federal agency.
- Report correct indirect cost rate type (provisional, final, or fixed).

ACTION ITEM

Although there is no section on the FFR to report funds that are passed through the State or recipient and given to another entity (pass-through or subawarded funds), the State should continue to track and/or maintain the information and have it readily available for review during an audit or monitoring visit. This information is required for all block and formula awards.

For information concerning online filing of SF-425 reports, go to the [OJP Training And Technical Assistance GMS User Guide; GMS Financial Status Reports Module \(SF-425\) for Recipients](#) or contact the OCFO Customer Service Center by phone at 1-800-458-0786 (option 2) or by email at ask.ocfo@usdoj.gov.

III. Postaward Requirements

3.15 REPORTING REQUIREMENTS

Progress/Program Reports

Progress/program reports provide information relevant to the performance and activities of a plan, program, or project and are due at the intervals noted below. Unless otherwise indicated, the final report is due within 90 days after the end date of the award. Program reports must be submitted online through the [OJP GMS](#). Questions concerning GMS may be addressed to the [GMS Helpdesk](#).

FINANCIAL MANAGEMENT TIP

Technical questions concerning GMS should be addressed to the GMS Helpdesk at 1-888-549-9901. Programmatic questions should be directed to the program office grant manager identified in your award documents.

Progress/program reports include all the following items:

- **BJA Block and Formula Funds—Annual Performance Reports**
- [BJA's programs](#)

Each year States must submit a report to BJA which contains information as required by the legislation and the Director. This report must be submitted to BJA no later than **December 31** for the activities undertaken and results achieved during the prior Federal fiscal year (October 1 through September 30).

- **Narrative Report for Juvenile Justice Act (JJA) Formula Funds**
- [Juvenile Justice Programs](#)
- [Office of Juvenile Justice and Delinquency Prevention \(OJJDP\) Performance Measures](#)

The reporting requirement of [Sections 223\(2\) and 223\(a\)\(22\)](#) may be met through the submission of the Annual Plan and its updates to the OJJDP. The Annual Plan may provide a performance report on the previously planned activities utilizing JJA formula funds. Instructions for the preparation of the SF-424 by the State are contained in [Title 28 CFR Part 31](#).

- **Crime Victims' Compensation Program**

A State receiving funds for a crime victims' compensation program is required to submit an annual performance report on the effect the Federal funds had on the program. The report is due by **November 30** each year and must report on activities for the prior Federal fiscal year (October 1 through September 30). Please see the [crime victims' compensation guidelines](#) for specific reporting instructions.

- **Crime Victims' Assistance Program**
- [Office for Victims of Crime - Managing Grants](#)

[Crime victims' assistance program reporting requirements](#) are set forth in the victims' assistance award program guidelines. The State crime victims' assistance agency receiving Federal victims' assistance award funds is required to submit a performance report 90 days after the end of each award. The performance report will provide information on the effect the Federal funds have had on services to crime victims in the State and serve as a basis for information prepared for the report to Congress on the Victims of Crime Act.

- **Progress Report**
- **OJP Form 4587/1**

This report is prepared twice a year and is used to describe the performance of activities or the accomplishment of objectives as set forth in the approved award application. Progress reports must be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. The awarding agency may opt, by special condition to the award, to combine the first report into the subsequent reporting period. For example, if the begin date on the award is June 1, the awarding agency may opt to receive the first report 30 days after the December 31 reporting period.

III. Postaward Requirements

3.15 REPORTING REQUIREMENTS

FINANCIAL MANAGEMENT TIP

FFRs and progress reports are not applicable to awards under the State Criminal Alien Assistance Program, Southwest Border Prosecution Initiative, Northern Border Prosecution Initiative, and Bulletproof Vest Partnership Program.

Special Reports

In the review and approval process for plans and applications, it is sometimes necessary for the awarding agency to require that special or unique conditions be met in order to make an award. These special conditions will vary from award to award; however, acceptance of the award constitutes an agreement that the conditions will be met either prior to the project or during the course of the award period.

Reports Required under the American Recovery and Reinvestment Act of 2009

If you received Recovery Act funding, you must submit quarterly reports, which require both financial and programmatic data. The reports are due within 10 calendar days of the end of each calendar quarter.

Reporting Periods	Due Dates
July–September	October 10
October–December	January 10
January–March	April 10
April–June	July 10

The Recovery Act Section 1512(c) report must be submitted online through FederalReporting.gov. For additional information about the Recovery Act reporting requirements, refer to [Chapter 3.20: The American Recovery and Reinvestment Act of 2009](#) or visit the referenced reporting link.

Government Performance and Results Act (GPRA)

As the award recipient, you must agree to collect data appropriate for facilitating reporting requirements established by Public Law 103–62 for the Government Performance and Results Act.

- You must ensure that valid and auditable source documentation is available to support all data collected for each performance measure specified in the program solicitation.

Reports Required under the Federal Funding Accountability and Transparency Act

The Federal Funding Accountability and Transparency Act of 2006 (referred to as FFATA or The Transparency Act) requires the Office of Management and Budget to maintain a single, searchable website that provides the public with information about how tax dollars are spent and gives them the ability to hold the Federal Government accountable for each spending decision. That site is <http://www.usaspending.gov>.

Federal direct recipients that award \$25,000 or more to subrecipients are required to submit data in the [FFATA Subaward Reporting System](#). Per [Title 2 CFR Volume 1, Part 170—Reporting Subaward and Executive Compensation Information](#), prime grant recipients awarded a new Federal grant greater than or equal to \$25,000 as of October 1, 2010 are subject to FFATA sub-award reporting requirements as outlined in the OMB guidance issued August 27, 2010. The prime awardee is required to file a FFATA sub-award report through the FFATA Subaward Reporting System (FSRS), <https://www.fsr.gov/>, by the end of the month following the month in which the direct recipient awards any sub-grant greater than or equal to \$25,000.

III. Postaward Requirements

3.15 REPORTING REQUIREMENTS

The reporting requirements for Federal award recipients of both formula and discretionary grants awarded on or after October 1, 2010 are:

- All subaward information must be reported by the Federal recipient.
- If the initial subaward is at least \$25,000, the award recipient must report the subawards and the names and annual compensation of the subawardee's five highest paid executives.
- If the initial award is below \$25,000 but subsequent award modifications result in a total award equal to or over \$25,000, the award will be subject to the reporting requirements as of the date the award reaches \$25,000.
- If the initial award is equal to or greater than \$25,000 but de-obligation of funding causes the total award amount to fall below \$25,000, you will continue to be subject to the reporting requirements.

The reporting requirements do NOT apply to the following:

- Recovery Act awards
- Awards to individuals
- Recipients that had a gross income of \$300,000 or less in their previous tax year
- Classified information

ACTION ITEM

Reporting requirements for U.S. Department of Justice awards may change from year to year. Please read your award documents carefully.

III. Postaward Requirements

3.16 RETENTION AND ACCESS REQUIREMENTS FOR RECORDS

Retention of Records

You must retain all financial records, supporting documents, statistical records, and all other records pertinent to the award for at least 3 years after receiving notification from the awarding agency that the award has been financially and programmatically closed.

- Retention is required for purposes of Federal examination and audit.
- Records may be retained in an electronic format.

FINANCIAL MANAGEMENT TIP

State or local governments may impose record retention and maintenance requirements in addition to those described in this chapter.

Coverage

The retention requirement includes, if applicable, books of original entry, source documents, supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents and records.

- Source documents may include copies of all awards, applications, and required recipient financial and narrative reports.
- Personnel and payroll records must include the time and attendance reports for all full-time and/or part-time individuals reimbursed under the award.
- Time and effort reports are also required for consultants.

Retention Period

The 3-year retention period starts from whichever is later: the date when the awarding agency notifies you of financial and programmatic closure of the award, OR when the closure of a single audit report covering the entire award period is submitted.

- If any legal claim, negotiation, audit, or other action involving the records has started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular 3-year period, whichever is later.

ACTION ITEM

Please note that if your award has been monitored or audited, the 3-year time frame begins after the closure of all recommendations in the audit or the closure of the grant, whichever is later.

Maintenance of Records

You must maintain and separately identify all records for each Federal fiscal period so that information desired may be readily located.

- You are obligated to protect the records adequately against fire or other damage.
- You may store the records away from the recipient's principal office; however, a list of the documents must be available if needed.

III. Postaward Requirements

3.16 RETENTION AND ACCESS REQUIREMENTS FOR RECORDS

Access to Records

The awarding agency, the Federal agency, the U.S. Department of Justice Office of the Inspector General, the Comptroller General of the United States, or any of their authorized representatives must have access to any pertinent books, documents, papers, or other records of recipients which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts.

- The right of access must not be limited to the required retention period; it will last as long as the records are retained.
- However, only under extraordinary and rare circumstances would such access include review of the true name of confidential informants or victims of crime.
- When access to the true name of confidential informants or victims of crime is necessary, appropriate steps to protect this sensitive information must and will be taken by the recipient and awarding agency (see [Chapter 3.12: Confidential Funds](#)).
- Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by both the Office of Justice Programs Program Office Head and the Chief Financial Officer.

III. Postaward Requirements

3.17 SUSPENSION OR TERMINATION FOR CONVENIENCE

Provisions of the Grant

If the Office of Justice Programs (OJP) finds that you, as the award recipient, have failed to comply with any of the following items listed below, the award is subject to suspension or termination in whole or in part after a reasonable notice and opportunity for a hearing.

Applicable provisions include all provisions (including non-discrimination provisions) of the:

- [Omnibus Crime Control and Safe Streets Act of 1968](#)
- [Juvenile Justice and Delinquency Prevention Act](#)
- [Victims of Crime Act \(VOCA\)](#)
- [Violent Crime Control and Law Enforcement Act of 1994](#)
- [Victims of Child Abuse Act](#)

In addition:

- Any other statutory provision administered by OJP
- Regulations or guidelines publicized by the U.S. Department of Justice, OJP, and its component organizations
- A plan or application submitted by the award recipient, or
- The provisions of any other applicable Federal act, regulation, or guideline

Suspension or Termination of the Grant

Suspension of a grant or cooperative agreement award creates a temporary interruption of Federal funds to the award recipient under the grant or cooperative agreement being suspended.

- The suspension may sometimes be lifted by corrective action taken by the recipient, or may be the first step in making a decision to terminate the award.
- Termination of a grant or cooperative agreement award means the cancellation of Federal funds, in whole or in part, when you, as the recipient, fail to comply with the terms and conditions of an award, which includes the unauthorized use of personal identification information to access Federal grant funds by someone other than the recipient of record.
- In the event that a project is terminated, the awarding agency will:
 - ▶ Notify you, the recipient, in writing of its decision;
 - ▶ Specify the reason;
 - ▶ Afford you and your subrecipients a reasonable time to terminate project operations; and
 - ▶ Request you seek support from other sources.

An awarded project which is prematurely terminated will be subject to the same requirements regarding audit, recordkeeping, and submission of reports as an awarded project that runs for the duration of the project period. Refer to [OJP Appeal and Hearing Procedures \(Title 28 CFR Part 18\)](#) for appeal rights in event of termination.

Termination of Grant and Cooperative Agreement Awards

An award recipient or awarding agency may terminate a grant or cooperative agreement award. As the recipient, you may terminate the award upon written notification to the awarding agency, which will formalize the termination of the agreement.

- A termination agreement specifies the conditions for termination, including the effective date of the termination, the recipient's continuing responsibility to comply with audit and closeout procedures, and, in the case of partial terminations, the portion of the award being terminated.
- If possible, a final determination of allowable costs is also included in the termination agreement.

III. Postaward Requirements

3.18 CLOSEOUT

First Step

You should initiate the closeout process for each of your organization's awards by using the Closeout Module in the Grants Management System (GMS). All award recipients have 90 days after the project period end date to close out the award.

- If you do not initiate the closeout within 90 days of project period end date, the Office of Justice Programs (OJP) will begin the closeout process without your consent. This is referred to as an administrative closeout.

FINANCIAL MANAGEMENT TIP

Recipients should start the closeout process as soon as the program is completed and all Federal and matching funds have been spent.

Closeout of Discretionary/Categorical and Block/Formula Awards

Cash Reconciliation and Final Draw Down

As the award recipient, you should conduct a financial reconciliation of your accounting records to the Federal Financial Report (FFR) at closeout.

- Any match must be reported on the final FFR (SF-425).
- Obligations incurred prior to the project period end date must be liquidated no more than 90 days after the project period end date.
- Recipients must request final reimbursement (draw down) of Federal expenditures made within the approved project period in conjunction with the final SF-425.

Recipient Closeout Requirements

Within 90 days of the end date of the award (or any approved extension), the following must be submitted by the recipient to the awarding agency:

- Final SF-425
 - ▶ This FINAL report of expenditures must have no unliquidated obligations.
 - ▶ Any unobligated or unexpended funds will be de-obligated from the award amount. Make sure you have obligated all of your funds prior to the award end date.
 - ▶ Match requirements must be met by the end of the award period and included in the report.
 - ▶ Recipients who have drawn down funds in excess of their Federal expenditures must return unused funds to the awarding agency when they submit the final report.
 - ▶ Be sure to reconcile your final [FFR](#) to your internal accounting records. All entries in the accounting system must be supported by adequate source documentation (for example, original invoices and contracts).
 - ▶ Report all allowable costs incurred, both at the recipient and subrecipient level.
- The final progress report should be prepared in accordance with instructions provided by the awarding agency's program office.
- All inventions that were conceived or first actually reduced to practice during the course of work under the award project must be listed on an invention report before closeout.

ACTION ITEM

Submit your final SF-425, final progress report, and an invention report (if applicable) well in advance of the end of the 90-day period. Once an administrative closeout begins, you will be unable to draw any additional funds on the award.

III. Postaward Requirements

3.18 CLOSEOUT

Refund of Federal Grant Monies and/or Program Income

Award recipients should report the amount of Federal funds returned (unobligated balance of Federal funds) on line 10(h) of the final SF-425, and any unexpended program income returned on line 10(o) of the final SF-425.

If funds must be returned at award closeout, you should remit:

- A check made payable to the U.S. Department of Justice/Office of Justice Programs;
- A cover letter or voucher containing the grant award number for the refund, the unobligated balance, and an itemization of funds (e.g., the amount to be applied to excess payments, interest, income, program income, questioned costs, and so forth); and
- A copy of the final SF-425 report which reconciles the amount of the refund.

If the financial reconciliation process reveals that a refund is due to OJP, the Office of the Chief Financial Officer (OCFO) Customer Service Branch will contact you to request the funds owed. All refunds must be submitted to OJP by check.

- All checks will be converted into an electronic funds transfer (EFT).
- The account information from the check will be scanned and stored. OJP will debit the account for the amount specified on the check within 24 hours.
- You will not receive a cancelled check from the bank.
- OJP will destroy all checks; however, the information from the check necessary to process the payment will be stored electronically.

If the EFT is returned for insufficient funds, OJP will process the transfer two more times. OJP may charge a processing fee for insufficient funds.

All refund checks and letters should be submitted to:

Office of Justice Programs
Office of the Chief Financial Officer
ATTN: Accounting Control Branch
810 Seventh Street, N.W.
Washington, DC 20531

Failure to Remit Funds Owed

If you fail to return any funds owed to OJP, [OCFO](#) will refer the debt to the U.S. Department of the Treasury for collection, as provided by Federal laws.

- Treasury may add fees, fines, and penalties to the original amount of the debt owed to the Federal agency.
- Failure to return any funds due to OJP may result in a high-risk designation for future awards, withholding or freezing of funds, or special conditions on all other awards to your organization. It may also impact future financial integrity reviews, which in turn will affect future grant awards.

III. Postaward Requirements

3.19 AUDIT REQUIREMENTS

Audit Threshold

If you are a non-Federal entity that expended \$500,000 or more in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), then you are required to arrange for a single organization-wide audit conducted in accordance with the provisions of [Office of Management and Budget \(OMB\) Circular A-133](#).

If you are a non-Federal entity that expended less than \$500,000 a year in Federal awards, you are exempt from Federal audit requirements for that year. However, you must keep records that are available for review or audit by appropriate officials including the Federal agency, pass-through entity, and U.S. Government Accountability Office (GAO).

Audit Objectives

Awards are subject to conditions of fiscal, program, and general administration to which the recipient expressly agrees upon acceptance of the award.

- The audit objective is to review the recipient's accountability of funds and required non-Federal contributions to determine whether the recipient has done all of the following:
 - ▶ Established an accounting system with adequate internal controls that provide full accountability for revenues, expenditures, assets, and liabilities.
 - ▶ Prepared financial statements which are presented fairly and in accordance with generally accepted accounting principles.
 - ▶ Submitted financial reports (including Federal Financial Reports [SF-425s]; or; cash reports; and claims for advances and reimbursements) that contain accurate and reliable financial data and are presented in accordance with the terms of applicable agreements.
 - ▶ Expended Federal funds in accordance with the terms of award agreements and those provisions of Federal law or regulations that could have a material effect on the financial statements or on the awards tested.

Audit Reporting Requirements

Independent auditors should follow the requirements prescribed in [Office of Management and Budget \(OMB\) Circular A-133](#).

- The recipient's accounting records must support all amounts reported to the Office of Justice Programs (OJP).
- The recipient's financial activity reported to OJP should reconcile to the amounts reported on the recipient's audited financial statements.
- If there are any differences between the recipient's audited financial statements and the financial activity reported to OJP, the recipient must be able to explain the differences.
- If the auditor becomes aware of illegal acts or other irregularities, he or she must give prompt notice to the recipient's management officials above the level of involvement.
- The recipient, in turn, must promptly notify the Federal cognizant agency and/or awarding agency of the illegal acts or irregularities and of proposed and actual actions, if any.
- All awarding agency personnel are responsible for informing the following individuals and groups of any known violations of the law within their respective area of jurisdiction:
 - ▶ OJP Office of the Chief Financial Officer
 - ▶ OJP Office of the General Counsel
 - ▶ U.S. Department of Justice Office of the Inspector General (OIG)
 - ▶ State and local law enforcement agencies or prosecuting authorities, as appropriate (see [Chapter 3.21: Grant Fraud, Waste, and Abuse](#)).

III. Postaward Requirements

3.19 AUDIT REQUIREMENTS

FINANCIAL MANAGEMENT TIP

Costs for audits not required or not performed in accordance with OMB Circular A-133 are unallowable. If you did not expend \$500,000 or more in Federal funds during your organization's fiscal year, but contracted with a certified public accountant to perform an audit, those costs may not be charged to the grant.

ACTION ITEM

Audit costs, if allowable by your award, should be prorated and charged to the grant based on the ratio of all Federal grants being audited.

Audit Submission Requirements

The Federal Audit Clearinghouse (FAC) requires all grant award recipients to use the Internet Data Entry System (IDES) to submit Standard Form-Single Audit Component (SF-SAC) and the Single Audit Reporting package online.

- Recipients will use IDES to:
 - ▶ Enter SF-SAC data online;
 - ▶ Check SF-SAC data for errors using the "Check Data" feature;
 - ▶ Upload a PDF copy of the Single Audit Reporting package;
 - ▶ Certify SF-SAC electronically using a signature code provided by the IDES; and
 - ▶ Submit their complete certified SF-FAC and Single Audit Reporting package to the FAC electronically.
- To review the submission requirements and create an online report ID, visit FAC's website at <http://harvester.census.gov/fac/collect/ddeindex.html>.

Submission of Audit Reports

Recipients must submit audit reports as follows:

- For State and local governments, institutions of higher education, and nonprofit institutions:
 - ▶ Completed audit reports for fiscal years 2008 and later must be submitted electronically, rather than in paper format, to the [FAC](#).
 - ▶ Instructions for submitting paper and online audit reports on FAC's website are listed at the [FAC Data Collection Form Options web page](#).
 - ▶ Completed audit reports for fiscal years ending 2007 and earlier must be mailed to:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

FINANCIAL MANAGEMENT TIP

Completed audit reports should not be mailed to OJP unless requested by an agency official.

III. Postaward Requirements

3.19 AUDIT REQUIREMENTS

- For commercial organizations and individuals:
 - ▶ One copy of all audit reports should be mailed to:
U.S. Department of Justice
Office of Justice Programs
Office of the Chief Financial Officer
ATTN: Control Desk
810 Seventh Street, N.W.
Room 5303
Washington, DC 20531

Audit Report Confirmation Requests

When an independent audit has been completed, recipients need to mail an audit confirmation request to:

Office of the Chief Financial Officer
Attention: Grants Financial Management Division
810 Seventh Street, N.W.
Washington, DC 20531

Due Dates for Audit Reports

Audits are due no later than 9 months after the close of each fiscal year during the term of the award. Federal agencies no longer grant due date extensions for single audit submissions.

Audit Compliance

When an organization-wide audit has not been conducted, the following materials may be reviewed to determine recipient compliance with Federal requirements:

- Audits from recipients that were made in accordance with the Government auditing standards found in [OMB Circular A-133](#)
- Previous audits performed on recipients' operations
- Desk reviews of project documentation
- Project audits by auditors obtained by recipients
- Evaluations of recipients' operations by program officials

Resolution of Audit Reports

For an audit to be effective, it is important for a recipient to have policies and procedures in place to ensure timely action on audit recommendations.

Each recipient must designate officials responsible for the following tasks:

- Following up on audit recommendations
- Maintaining a record of the action taken on recommendations and time schedules for completing corrective action, such as those stated in a Corrective Action Plan (CAP)
 - ▶ The CAP letter will include a description of the finding, specific steps to take to implement the recommendation, a timetable for performance of each corrective action, and a description of monitoring to be performed to ensure implementation of the CAP.
 - ▶ The recipient must generate a response to the CAP letter within the specified timeframe, usually within 30 days after receipt of the letter.

III. Postaward Requirements

3.19 AUDIT REQUIREMENTS

- Implementing audit recommendations
- Submitting periodic reports to the cognizant Federal audit agency on recommendations and actions taken
- Providing an audit special condition on all subawards
 - ▶ This special condition should include the audit report period, required audit report submission date, and name and address of the cognizant Federal agency.
 - ▶ The policy of the awarding agency is to not make new awards to applicants who are not in compliance with the audit requirements.
 - ▶ A special condition will be placed on new awards if an audit report is delinquent.

FINANCIAL MANAGEMENT TIP

The awarding agency monitors the audit requirements through its audit tracking system and is responsible for tracking audit reports received through the audit process until the audit has been resolved and closed.

Top Audit Findings (Fiscal Year 2012)

Below are the most common findings from audits of DOJ awards in Fiscal Year 2012, the most recent year for which this information is available. We provide these findings to make you aware of some areas to monitor closely in managing your award so that you are in compliance with all requirements and your own audits go smoothly.

Top Audit Findings (Fiscal Year 2012)	
1	Internal control procedures were not documented or needed improvement.
2	Accounting procedures were not documented or needed improvement.
3	Payroll procedures were not documented or needed improvement.
4	Award recipient did not meet special conditions regarding expenditures or drawdowns.
5	The Federal Financial Report (FFR) amounts did not reconcile to the recipients accounting system.
6	Inventory procedures were not documented or needed improvement.
7	Subrecipient monitoring procedures were not documented or needed improvement.
8	Verification of status regarding suspension and debarment not performed or not properly documented.
9	Accounting system inadequate or not effectively utilized when accounting for award funds.
10	Financial or other program reporting requirements were not filed accurately or in a timely manner.

Audit of Subrecipients

When subawards are made by the direct recipient to another organization or organizations, the direct recipient is responsible for making sure that subrecipients comply with the audit requirements set forth in this chapter.

- It is the direct recipient's responsibility to ensure that subrecipient audit reports are received and that all audit findings have been resolved.
- The subrecipient must convey to the recipient any known or suspected violations of law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities.

III. Postaward Requirements

3.19 AUDIT REQUIREMENTS

ACTION ITEM

If a subrecipient is not required to have an audit as stipulated in OMB Circular A-133, the direct recipient is still responsible for monitoring the subrecipient's activities to provide reasonable assurance that the subrecipient administers Federal awards in compliance with Federal requirements.

Technical Assistance

If DOJ is your assigned cognizant agency or has oversight responsibilities because it has provided the preponderance of direct Federal funding to your organization, then the DOJ [OIG](#) is available to provide technical assistance to you in implementing the audit requirements of this chapter. Requests for technical assistance should be addressed to the appropriate DOJ Regional Inspector General's Office (see the [listing of regional offices](#) at the end of this chapter).

This assistance is available for areas such as:

- Review of the audit arrangements and/or negotiations
- Review of the audit program or guide to be used for conducting the audit
- Onsite assistance in the performance of the audit, when deemed necessary, as a result of universal or complex problems that may arise

Full-Scope Auditing

In addition to arranging and providing for the organizational, financial, and compliance audits required by OMB Circular A-133, direct recipients and subrecipients are encouraged to provide for additional audit coverage, as deemed appropriate.

- The additional audit coverage to be provided should be determined based on the circumstances surrounding the particular organization, function, program, or activity to be audited; management needs; and available audit capability.
- As a direct recipient or subrecipient, you can determine the need for additional audit coverage by considering answers to the following questions about the organization that may need the coverage:
 - ▶ Are resources managed and used economically and efficiently?
 - ▶ Are desired results and objectives achieved effectively?
 - ▶ Is the accounting system and system of internal controls acceptable prior to the receipt of awarding agency funds?
 - ▶ Are the systems and controls adequate to detect fraud, waste, and abuse?

Commercial (For-Profit) Organizations

These organizations must have financial and compliance audits conducted by qualified individuals who are organizationally, personally, and externally independent from those who authorize the expenditure of Federal funds.

- This audit must be performed in accordance with the [Government Auditing Standards \(December 2011 Revision\)](#), as found on the [GAO](#) website.
- The purpose of this audit is to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the award.
- Usually, these audits must be conducted annually. They must be conducted no less frequently than every 2 years. The dollar threshold applies that is established for audit reports in OMB Circular A-133, as amended.

Failure to Comply

Failure to have audits performed as required will result in the withholding of new discretionary awards and/or withholding of funds or change in the method of payment on active awards.

III. Postaward Requirements

3.19 AUDIT REQUIREMENTS

Office of Inspector General Regional Offices

As mentioned previously, if DOJ is your assigned cognizant agency or has oversight responsibilities because it has provided the preponderance of direct Federal funding to your organization, then you are eligible to receive technical assistance from the DOJ [OIG](#). Direct your request to the appropriate regional audit office of the DOJ OIG in the table in this section.

Regional Audit Office	Geographical Area
Atlanta Region (40) Ferris B. Polk, Regional Audit Manager 75 Spring Street, Suite 1130 Atlanta, GA 30303 Phone: 404-331-5928 Fax: 404-331-5046	Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, North Carolina, Puerto Rico, South Carolina, Tennessee, and Virgin Islands
Chicago Region (50) Carol S. Taraszka, Regional Audit Manager 500 West Madison, Suite 1121 Chicago, IL 60661 Phone: 312-353-1203 Fax: 312-886-0513	Illinois, Indiana, Iowa, Kentucky, Michigan, Minnesota, Missouri, Ohio, and Wisconsin
Denver Region (60) David M. Sheeren, Regional Audit Manager 1120 Lincoln Street, Suite 1500 Denver, CO 80203 Phone: 303-864-2000 Fax: 303-864-2004	Arizona, Colorado, Idaho, Kansas, Montana, Nebraska, New Mexico, North Dakota, Oklahoma, South Dakota, Texas, Utah, and Wyoming
Philadelphia Region (70) Thomas O. Puerzer, Regional Audit Manager 701 Market Street, Suite 201 Philadelphia, PA 19106 Phone: 215-580-2111 Fax: 215-597-1348	Connecticut, Delaware, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont
San Francisco Region (90) David J. Gaschke, Regional Audit Manager 1200 Bayhill Drive, Suite 201 San Bruno, CA 94066 Phone: 650-876-9220 Fax: 650-876-0902	Alaska, American Samoa, California, Guam, Hawaii, Nevada, Oregon, Trust Territory of the Commonwealth of Northern Mariana Islands, and Washington
Washington Region (30) Troy M. Meyer, Regional Audit Manager 1300 North 17th Street, Suite 3400 Arlington, VA 22209 Phone: 202-616-4688 Fax: 202-616-4581	District of Columbia, Maryland, Virginia, and West Virginia

III. Postaward Requirements

3.20 THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

Background

On February 17, 2009, President Barack Obama signed into law the American Recovery and Reinvestment Act of 2009 (Recovery Act or ARRA). It was an unprecedented effort to jump-start the United States economy, create and save millions of jobs, and, over time, address long-neglected challenges to enable the country to thrive in the 21st century.

- The Recovery Act places great emphasis on accountability and transparency in the use of taxpayer dollars. Among other things, it creates a new group, the [Recovery Accountability and Transparency Board](#), to provide information to the public, including access to detailed information on grants and contracts made with Recovery Act funds.
- The Recovery Act includes \$4 billion to the U.S. Department of Justice (DOJ) for grant funding to enhance State, local, and tribal law enforcement and other criminal and juvenile justice activities that will help to prevent crime and improve the criminal justice system in the United States. The Recovery Act provides much-needed resources to help States and local communities improve law enforcement and criminal justice. It also supports the creation of jobs in these areas.
- For additional guidance regarding the Recovery Act and the Recovery Accountability and Transparency Board, refer to the website <http://www.Recovery.gov>.

Recovery Act Programs Administered by the Office of Justice Programs

The Office of Justice Programs (OJP) has five component bureaus to aid in the implementation of the Recovery Act of 2009:

- The Bureau of Justice Assistance (BJA)
- The Bureau of Justice Statistics (BJS)
- The National Institute of Justice (NIJ)
- The Office of Juvenile Justice and Delinquency Prevention (OJJDP)
- The Office for Victims of Crime (OVC)

BJA, OJJDP, and OVC play a significant role in implementing the various programs from the Recovery Act. To learn more about OJP programs and related Recovery Act funding, please refer to Table 1 on the next page.

III. Postaward Requirements

3.20 THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

Table 1: OJP Programs Receiving Recovery Act Funding

Program Name	Total Funding Available	Description
Edward Byrne Memorial Justice Assistance Grant Program	\$2 billion	This formula program is based on population and violent crime statistics. Recovery Act funding through the program supports a broad range of activities to prevent and control crimes and improve the criminal and juvenile justice systems.
Victims of Crime Act (VOCA) State Crime Victim Compensation Program	\$47.5 million	This formula program supports State efforts to compensate crime victims.
VOCA Assistance Formula Grant Program	\$47.5 million	This formula program supports State services to crime victims.
Internet Crimes Against Children (ICAC) Task Force Formula Grant Program	\$50 million	This formula program supports the national network of ICAC task forces. Recovery Act funding through this program is available for discretionary awards for research, training, and technical assistance programs.
Edward Byrne Competitive Grant Program	\$120.75 million	Program categories include: • Data-driven and evidence-based approaches, • Neighborhood-based probation and parole, • Mortgage fraud, • Hiring civilian law enforcement, • Enhancing forensic and crime scene investigations, • Victim assistance, and • Problem-solving courts.
Mentoring Programs	\$97.5 million	Recovery Act funding through these programs supports local youth mentoring initiatives and national youth mentoring programs.
Research and Evaluation	\$2.25 million	Recovery Act funding supports research on and evaluation of Recovery Act State and local law enforcement assistance.
Correctional Facilities on Tribal Lands Program	\$225 million	Recovery Act funding through this program supports construction or renovation of correctional facilities on tribal lands.
Assistance to Rural Law Enforcement To Combat Crime and Drugs	\$123.75 million	The Recovery Act funding for these programs can be used to assist State and local law enforcement in rural States and rural areas in preventing and combating crime, especially drug-related crime. State and local law enforcement agencies include State and local prosecutors, parole, probation, and community corrections agencies.
Combating Criminal Narcotics Activity Stemming From the Southern Border of the United States	\$29.7 million	These programs provide assistance and equipment to State and local law enforcement along the southern border and in other places identified as high-intensity drug trafficking areas. For these programs, the definition of State and local law enforcement agencies is the same as the definition used for Assistance to Rural Law Enforcement to Combat Crime and Drugs funding.
Crime Victims Competitive Grants	\$5 million	Recovery Act funding can be used through these grants to support training, technical assistance, and demonstration projects that are national in scope.

III. Postaward Requirements

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Supplanting Rules within the Recovery Act Programs

The Recovery Act does not impose any new or unique non-supplanting requirements on OJP programs. As specifically indicated in the solicitations, the following OJP Recovery Act programs allow supplanting:

- OJJDP FY 2009 Recovery Act [ICAC](#) Task Force Program grants
- OJJDP FY 2009 Recovery Act ICAC Task Force Training and Technical Assistance grants
- OJJDP FY 2009 Recovery Act ICAC Research grants
- OJJDP FY 2009 Recovery Act National ICAC Data System
- OJJDP FY 2009 Recovery Act Local Youth Mentoring Initiative
- OJJDP FY 2009 Recovery Act National Youth Mentoring Programs
- Recovery Act: Assistance to Rural Law Enforcement To Combat Crime and Drugs
- Edward Byrne Memorial Competitive Grant Program Recovery Act State and Local Law Enforcement Assistance Program
- Combating Criminal Narcotics Activity Stemming From Southern Border of the United States (Recovery Act)
- Evaluation of Internet Child Safety Materials Used by ICAC Task Forces in School and Community Settings (Recovery Act)
- Research and Evaluation of Recovery Act State and Local Law Enforcement Assistance

Special Conditions

The following special conditions may apply to some, but not all, of the Recovery Act programs. Please refer to your program award document for the exact set of terms and conditions.

FINANCIAL MANAGEMENT TIP

As a direct recipient or subrecipient, you are responsible for knowing and complying with the specific terms and special conditions of your award.

Separate Tracking and Reporting of Funds

- For the majority of Recovery Act programs, the recipient must track, account for, and report on all funds received from the Recovery Act award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all funds, including [DOJ](#) award funds from non-Recovery Act grants awarded for the same or similar purposes or programs.
- Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but you must track and report on Recovery Act funds separately.

Activity Reporting and Registration Requirements

- For many awards involving Recovery Act funding, the recipient must report on the use of Recovery Act funds. Information from these reports will be made available to the public.
- The reports are due no later than 10 calendar days after the end of each calendar quarter for the life of each Recovery Act award.

III. Postaward Requirements

3.20 THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

Active System for Award Management Registration

- You and your first-tier subrecipients must maintain current registrations in The System for Award Management (SAM) as long as you have active Federal awards funded under the Recovery Act. (See also [Chapter 3.15: Reporting Requirements](#).)
- As the recipient, you agree to expeditiously obtain active registration with the CCR database if you do not currently have one, and to notify the relevant program office in writing of your updated registration.
- Following satisfaction of this requirement, a Grant Adjustment Notice (GAN) will be issued to remove this special condition.

Provisions of Section 1512(c)

For awards of \$25,000 or more with Recovery Act funding, each recipient must submit a quarterly progress report no later than 10 days after the end of each calendar quarter through the [data collection website](#).

- The report must contain the following data:
 - ▶ The total amount of Recovery Act funds received from that agency;
 - ▶ The amount of Recovery Act funds received that were expended or obligated to projects or activities; and
 - ▶ A detailed list of all projects or activities for which Recovery Act funds were expended or obligated.
- The detailed list must include the following information for each project or activity:
 - ▶ Its name;
 - ▶ Its description;
 - ▶ An evaluation of its completion status;
 - ▶ An estimate of the number of jobs the project or activity has created or retained; and
 - ▶ For infrastructure investments made by State and local governments, the purposes, total cost, and rationale of the agency for funding the Recovery Act.

Data Universal Numbering System (DUNS)

As the prime recipient, you must ensure that each of your first-tier subrecipients has a valid DUNS profile no later than the due date of your first quarterly report after a subaward is made.

Protecting State and Local Government and Contractor Whistleblowers

If you are the recipient of Recovery Act funds, be aware that the Act protects employees of non-Federal organizations against reprisal if they disclose information reasonably believed to be evidence of gross mismanagement, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to the award.

National Environmental Policy Act (NEPA) and Related Laws

- All OJP awards are subject to NEPA and other related Federal laws (including the National Historic Preservation Act).
- If as a recipient you plan to use Recovery Act funds (directly or through subaward or contract) to undertake any activity that triggers the requirements of NEPA and related laws (e.g., renovation or construction), then you agree to assist OJP in carrying out its responsibilities under these laws.
- As a recipient of Recovery Act funds, in accepting your award, you also agree to comply with all Federal, State, and local environmental laws and regulations applicable to the activities under each award.

Inapplicability of Non-Supplanting Requirement

If your award is funded entirely or in part by Recovery Act dollars, then the general non-supplanting requirement described in [Chapter 2.3: Standards for Financial Management Systems](#) of this *Guide* does not apply to you.

III. Postaward Requirements

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Reporting on Potential Fraud, Waste, and Abuse, and Similar Misconduct

This condition applies to all recipients and subrecipients of awards with any amount of Recovery Act funding.

- Under the False Claims Act, the recipient must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either submitted a false claim for Recovery Act funds or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds.
- You can report potential fraud, waste, abuse, or misconduct to the OIG via email at oig.hotline@usdoj.gov, telephone at 1-800-869-4499, fax at 202-616-9881, or mail to the following address: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W., Room 4706, Washington, DC 20530.

Subaward Monitoring

- As the award recipient, you agree to monitor subawards under the Recovery Act in accordance with applicable statutes, regulations, Office of Management and Budget (OMB) circulars, and guidelines, including the OJP *Financial Guide*. You also agree to pass through the applicable award conditions to any subawards.
- As the award recipient, you are responsible for oversight of your subrecipient spending and monitoring of specific outcomes and benefits of the use of Recovery Act funds.
- You must submit, upon request, documentation of your policies and procedures for monitoring of subawards under the Recovery Act.

Access to Records

DOJ (including OJP and OIG) and its representatives, as well as officials from the Government Accountability Office, have the right to examine all records (including but not limited to books, papers, and documents) related to each Recovery Act award, including such records of any subrecipient, contractor, or subcontractor.

“Buy American” Notification Section 1605

Any Recovery Act award is subject to the provisions of Section 1605 of the Recovery Act. This section says that no recipient may use award funds for iron, steel, or manufactured goods for the construction, alteration, maintenance, or repair of a public building or public work. However, an exception to this rule may be made if the recipient provides advance written notification to the appropriate OJP program office, and a GAN is issued that modifies this special condition to add Government-wide standard conditions. These conditions (anticipated to be published in Subpart B of [Title 2 CFR Part 176](#)) will further implement the specific requirements or exceptions of Section 1605.

Reporting Requirements for the Recovery Act

OJP award recipients must continue to comply with the usual and customary reporting requirements of the individual OJP program, in addition to specific Recovery Act reporting. This includes quarterly financial status reports (SF 425), progress reports, and performance measurement data (see [Chapter 3.15: Reporting Requirements](#)).

The recipients of Recovery Act funds must comply with additional reporting requirements as provided by the Act.

- As the recipient, you must submit quarterly Section 1512 (c) reports with both financial and programmatic data within 10 calendar days after the end of each calendar quarter to Federalreporting.gov.
- Each report must contain the following information:
 - ▶ The total amount of Recovery Act funds received from the awarding agency.
 - ▶ The cumulative amount of Recovery Act funds expended or obligated to projects or activities.
 - ▶ A detailed list of all projects or activities for which Recovery Act funds were expended or obligated, including the name of the project or activity, a description of the project or activity, an evaluation of the completion status of the project or activity, and an estimate of the number of jobs created by and retained because of the project or activity.

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Please note that the jobs data are for the reporting quarter only and are not cumulative (additional information on calculating jobs is available at <http://www.ojp.gov/recovery/recipientreporting.htm#data>).

- ▶ For infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act and the recipient point of contact for infrastructure investment issues.
- ▶ Detailed information on any subcontracts or subawards. This information should include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 ([Public Law 109-282](#)) related to aggregate reporting on awards below \$25,000 (see [Chapter 3.15: Reporting Requirements](#)) or to individuals as prescribed by the Director of [OMB](#).

Table 2: Reporting Periods and Due Dates

Reporting Periods	Due Dates
July–September	October 10
October–December	January 10
January–March	April 10
April–June	July 10

Government-Wide Data Reporting Requirements

As noted previously, Section 1512(c) of the Recovery Act requires that recipients submit activity reports on the use of Recovery Act funding through the Government-wide data collection system at <http://www.FederalReporting.gov>. The FederalReporting.gov website provides a guide for usage and frequent updates regarding use of the system.

- As a recipient, you must register as an authorized party prior to submitting or reviewing activity reports at <http://www.FederalReporting.gov>.
- Since registration requires that you be registered in SAM and have a valid DUNS number, recipients that do not already meet these requirements are encouraged to register no later than 35 days prior to the end of the quarter.
- The registration process may take up to 8 days. When you have successfully concluded website registration, you will receive an email confirmation.

Direct recipients and delegated subrecipients (see the section on [Delegation of Reporting Requirements Under the Recovery Act](#)) that have not submitted their reports by the end of the 10th day will be considered in noncompliance with the reporting requirements.

Technical Requirements

You can submit the quarterly reports in three ways:

- **Online data entry.** The website provides a data entry form for you to use. A commercial web browser, such as Microsoft's Internet Explorer or Mozilla Firefox, is required for this option.
- **Excel spreadsheet.** A Microsoft Excel spreadsheet can be downloaded, filled in, and uploaded to FederalReporting.gov. Be sure to use the Microsoft Excel file titled FederalReportingTemplate—Grants and Loans.xls. The spreadsheet is locked to restrict modification and only allows data to be entered in the required fields. You must have Microsoft Office Excel in 2003 or a newer version to open and edit the spreadsheet. You also must have a commercial web browser for this option.

III. Postaward Requirements

3.20 THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

ACTION ITEM

Please do not modify the structure of the Excel spreadsheet for reporting through FederalReporting.gov. If you do so, your submission will be invalid.

- ▶ **Custom software system extract in Extensible Markup Language (XML).** You will need a data dictionary and XML schema to format and structure the XML system extracts. You can access the XML schema and a service for validating the structure of the XML extracts at FederalReporting.gov. This submission option requires a commercial web browser.

Direct recipients and subrecipients that have been delegated to report will be required to enter their FederalReportingPIN (FRPIN) that was provided to the organization's Point of Contact serving as the Federal Reporting DUNS administrator. For additional information on acquiring a FRPIN, see [Chapter 3—FederalReportingPIN](#) of the FederalReporting.gov User Guide.

- The Marketing Partner ID Number (MPIN) is a password created by a user in SAM. In relation to reporting on Recovery Act funds, the MPIN is used to identify the submitter of the report as the direct recipient.
- Prime recipients will not be able to view subrecipient reports until the direct recipient report is submitted using a valid MPIN for the entity associated with the award.

Delegation of Reporting Requirements under the Recovery Act

For all Federal programs identified in Section 1512(c) of the Recovery Act, the direct recipient is responsible for reporting on funded activities and projects at FederalReporting.gov.

- However, the direct recipient may choose to delegate certain reporting responsibilities to the subrecipient with a subaward of \$25,000 or more for those data elements related to subrecipient activities.
- As direct recipient, you must clearly communicate the details of the delegation and closely monitor reporting to avoid mistakes or double counting (i.e., separate reporting by the direct recipient and the subrecipient on the same activity).
- The direct recipient should design and implement a process and policy for reporting (including delegation of reporting) through FederalReporting.gov. The process and policy will help to minimize potential reporting errors and mistakes.
- Make sure that any policy developed clearly identifies which user (prime or subrecipient) is authorized to correct data after first submission.

Key Reporting Time Frames

As previously mentioned, direct recipients and delegated subrecipients of Recovery Act funds must submit quarterly reports at <http://www.FederalReporting.gov> not later than the 10th day following the end of each previous quarter.

- The statute requires that reported information be made available to the public no later than the 30th day after the end of each calendar quarter.
- Summary statistics for reported data will appear on <http://www.Recovery.gov>. Late and delinquent reporters are identified on the website.

III. Postaward Requirements

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Time frame for reporting activities and their sequence
During the first 10 days following the end of the quarter: • Prime recipients and delegated subrecipients prepare and enter their reporting information. • Recipients using the web-based form will be allowed to store draft versions of their reports online. • Only the individual creating the report will be able to access the draft versions. • Recipients using the spreadsheet or system-extracted XML options may store draft versions outside of the system on computers or workstations owned by their organization. • Only when the person doing the reporting actually submits a report using the website functions will the data assume the status of “submitted” and be considered in conformity with Section 1512 reporting requirements. • Submitted reports will be viewable by the appropriate prime recipient and by the awarding agency.
During days 11–21 following the end of the quarter: • Prime recipients must ensure they have submitted complete and accurate reporting information by performing a quality review and verifying submitted information for all Recovery Act funds for which they are responsible. This work must be done prior to the Federal agency comment period beginning on the 22nd day. • The prime recipient must notify all subrecipients of reporting errors or omissions and ensure that any data corrections are completed in a timely manner. The prime recipient is responsible for coordinating with subrecipients on any identified data corrections.
During days 22–29 following the end of the quarter: • Federal agencies can review and comment on the submitted reporting information. • Submitted reports will not be editable by the prime recipients or delegated subrecipients during this period, unless the Federal agencies request revisions. • The Federal agencies will perform a data quality review and notify the prime recipients and the delegated subrecipients of any data anomalies or questions utilizing the http://www.FederalReporting.gov solution. • This notification will unlock the notated report and include instructions from the Federal agencies on any corrections to be made. • The original submitter must complete data corrections no later than the 29th day following the end of the quarter.
No later than 30 days following the end of the quarter: • Detailed recipient reports are made available to the public on the http://www.Recovery.gov website. • Any data issues identified beyond the date of publication must be corrected or addressed in the next quarterly report.

Sample Reporting Schedule

Dates	Period	Dates	Period
July 1–10	Initial Submission Period	August 24	Recovery.gov Updated
July 11–14	Extended Submission Period	August 25–September 5	Continuous QA–Period 2
July 15–18	Prime Recipient Review	September 6	Office of Management and Budget Review
July 19–29	Agency Review	September 7	Recovery.gov Updated
July 30	Recipient Data Published on Recovery.gov	September 8–19	Continuous QA–Period 3 (ends at 11:59 P.M. EST)
August 2–August 22	Continuous QA–Period 1	September 20	Office of Management and Budget Review
August 23	Office of Management and Budget Review	September 21	Recovery.gov Updated

III. Postaward Requirements

3.20 THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

Data Quality Requirements

Data quality reviews (i.e., accuracy, completeness, and timely reporting of information) are intended to identify and avoid two key data problems: material omissions and significant reporting errors, as defined in OMB guidance, M-09-21:

- Material omission is defined as an instance in which the direct recipient or delegated subrecipient fails to report required data. This type of omission can result in significant risk to the public on the status of a Recovery Act activity or project.
- A significant reporting error is defined as an instance in which required data is not reported accurately. Such erroneous reporting results in significant risk that the public will be misled or confused by the recipient report in question. Appropriate action should be taken to reduce the risk of significant reporting errors.

The quarterly activities/project descriptions required in the Section 1512 (c) report are narratives on the overall purpose and expected outputs and outcomes of the award and first-tier subaward(s), including significant deliverables. Information entered in these fields must clearly explain the activities that were planned and performed within the respective quarter.

For the award and project descriptions to be considered complete and adequate, they must include, but are not limited to, the following attributes:

- Adherence to instructions and examples for narrative fields in OMB and agency-specific guidance.
- Clear and complete information on the award's purpose, scope, nature of activities, outcomes, and status of activities (at a minimum).
- The use of complete sentences.
- An explanation of all abbreviations or acronyms that may be unfamiliar to the general public.

Additional Recovery Act guidance and tools are available on OJP's Recovery Act Recipient Reporting page at: <http://www.ojp.gov/recovery/recipientreporting.htm>.

III. Postaward Requirements

3.21 GRANT FRAUD, WASTE, AND ABUSE

Introduction

The U.S. Department of Justice (DOJ) awards Federal grant funds to recipients for specific purposes and requires them to use the funds within established guidelines. Unfortunately, some recipients and subrecipients have misused award funds in multiple ways ranging from award mismanagement to intentional criminal fraud. With this chapter, we aim to help you avoid misuse of award funds and the resulting penalties.

Detection of Grant Fraud

You are encouraged to:

- Be aware of common grant fraud schemes. This knowledge is the best way to reduce or even eliminate the risk of fraud.
- Adopt effective fraud risk-management efforts within your organization, and encourage your subrecipients of your award to do the same in order to prevent and detect fraud as early as possible.

FINANCIAL MANAGEMENT TIP

Detecting grant fraud schemes early allows you every chance of success with your award and ensures taxpayer dollars are used as efficiently and effectively as possible.

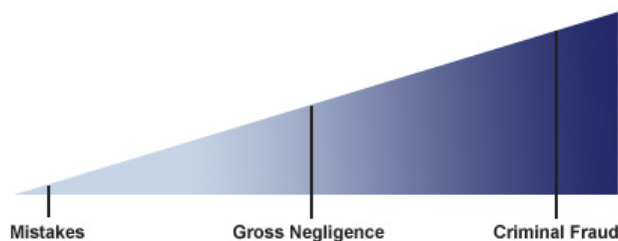
Penalties of Grant Fraud

If you are found guilty of grant fraud, you may be subject to any or all of the following:

- A ban from receiving future funding;
- Administrative recoveries of funds;
- Civil lawsuits and criminal prosecution; or
- A combination of all or some of these remedies.

Fraud Indicators

The indicators or markers of fraud, waste, and/or misuse of award funds are varied and can be due to a range of causes. Follow-up on all such concerns is important.



FINANCIAL MANAGEMENT TIP

As you manage your award, you may need to investigate an area or activity for possible fraud. Look for clues or hints of possible fraud in the following three areas: employee behavior; employee communications; and employee performance.

III. Postaward Requirements

3.21 GRANT FRAUD, WASTE, AND ABUSE

Common Grant Fraud Schemes

Most misuse of funds falls into one or more of three general categories:

- Conflicts of Interest
- Failure to Properly Support the Use of Award Funds
- Theft

We will examine each of these categories in the sections that follow.

Conflicts of Interest

You are required to use Federal funds in the best interest of your award program. Your decisions related to these funds must be free of hidden personal or organizational conflicts of interest, both in advice and in appearance.

- **Advice.** In the use of award funds (direct or indirect), a recipient or subrecipient should not participate in any decisions, approval, disapproval, recommendations, investigation decisions, or any other proceeding concerning any of the following people or groups:
 - ▶ An immediate family member;
 - ▶ A partner;
 - ▶ An organization in which they are serving as an officer, director, trustee, partner, or employee;
 - ▶ Any person or organization with whom they are negotiating or who has an arrangement concerning prospective employment, has a financial interest, or for other reasons can have less than an unbiased transaction with the recipient or subrecipient.
- **Appearance.** In the use of award funds, you and your subrecipients should avoid any action which might result in, or create the appearance of:
 - ▶ Using your official position for private gain;
 - ▶ Giving special treatment to any person;
 - ▶ Losing complete independence or objectivity;
 - ▶ Making an official decision outside official channels; or
 - ▶ Affecting negatively the confidence of the public in the integrity of the Government or the program.

Typical conflict-of-interest issues include:

- Less-than-arm's-length transactions—the act of purchasing goods or services or hiring an individual from a related party such as a family member or a business associated with an employee of the recipient.
- Not using fair and transparent processes for subrecipient decisions and vendor selection. These processes must be free of undue influence, and fair and transparent. Most procurement requires full and open competition.
- Consultants can play an important role in award programs; however, as a recipient or subrecipient, you must ensure that their work for you conforms to all regulations governing a fair consultant selection process, reasonable pay rates, and specific verifiable work product.

Case Example #1

Background	Possible Fraud Indicators	Scheme Identified	Result
An individual was assigned to purchase equipment using a Federal award.	Circumvention of the established procurement process; vendor complaints.	Individual stole over \$100,000 by directing contracts to bogus companies that he had established.	240-month prison sentence

III. Postaward Requirements

3.21 GRANT FRAUD, WASTE, AND ABUSE

Failure to Properly Support the Use of Award Funds

A Federal award agreement is a legally binding contract. As a direct recipient or a subrecipient, it obligates you to:

- Use your award as outlined in the agreement.
- Act with integrity when applying for and reporting your actual use of funds.
- Properly track the use of funds and maintain adequate supporting documentation.

If you or your subrecipient fails to comply with the terms and conditions of an award, including civil rights requirements, whether stated in a Federal law, regulation, assurance, application, or notice of award, the awarding agency may take one or more of the following actions against you or your subrecipient:

- Temporarily freeze payments of the award.
- Disallow Federal and matching funds for all or part of the award.
- Wholly or partly suspend or terminate the current award.
- Withhold further awards.
- Take any other remedies legally available.

Typical issues involving failure to properly support the use of award funds include:

- Deliberate redirection of the use of funds in a manner different from the purpose outlined in the award agreement.
- Failure to adequately account for, track, or support transactions such as personnel costs, contracts, indirect cost rates, matching funds, program income, or other sources of revenue.

FINANCIAL MANAGEMENT TIP

Grant applicants and award recipients must represent their eligibility for funding accurately and cannot provide false or misleading information in their application, subsequent narrative progress reports, or Federal financial reports.

Case Example #2

Background	Possible Fraud Indicators	Scheme Identified	Result
A recipient received a Federal award for specific purposes.	An inability to provide sufficient and verifiable supporting documentation concerning the actual use of those funds.		Recipient paid the Federal government over \$300,000 to settle civil fraud allegations.

Theft

Theft is the most common issue in almost all organizations—including those that receive Federal awards. You are encouraged to keep the following in mind:

- People who embezzle funds can be extremely creative, while often appearing very trustworthy. These abilities are precisely why they can do so much damage to an organization and remain undetected for extended periods of time.
- Poor or no internal controls provide an opening for theft. A lack of proper separation of duties is one of the most common weaknesses.

III. Postaward Requirements

3.21 GRANT FRAUD, WASTE, AND ABUSE

ACTION ITEM

Checks routinely written to employees for the “reimbursement” of expenses, and the routine use of ATM/debit/gift/credit cards for award costs, must be carefully controlled and require strong oversight.

Case Example #3

Background	Possible Fraud Indicators	Scheme Identified	Result
A nonprofit received \$2.7 million in Federal award funds to assist underprivileged children.	Unsuccessful program, lack of internal controls, unexplained income.	Funds had been diverted to pay for a wedding reception, building construction, plasma TV, and personal credit card bills, with an estimated total loss of \$450,000.	36- and 66-month prison sentences and full restitution.

Ways to Reduce the Risk of Fraud

There are several things that you can do to reduce or even eliminate the risk of fraudulent use of your Federal award:

- Examine your operations and internal controls to identify your fraud vulnerabilities.
- Implement specific fraud prevention strategies including educating others about the risks. The more people are aware of the issues, the more they can help prevent problems or detect them as early as possible.
- Maintain a well-designed and -tested system of internal controls.
- Ensure all financial or other certifications and progress reports are adequately supported with appropriate documentation and evidence.
- Identify any potential conflict-of-interest issues and disclose them to the awarding agency for specific guidance and advice.
- Follow a fair and transparent procurement process, especially when using consultants. Ensure that the rate of pay is reasonable and justifiable, and that the work product is well-defined and documented.

Contact the [DOJ Office of the Inspector General](#) for more information.

FINANCIAL MANAGEMENT TIP

Information on designing and testing internal controls may be found in the following references:

- A-133 Compliance Supplement, Part 6, Internal Control, http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2012, (updated annually).
- OMB Circular, A123, Management’s Responsibility for Internal Control, http://www.whitehouse.gov/omb/circulars_default/, (although this is written for Federal Agencies, its guidance on internal control systems and testing those systems may be a useful reference resource).
- Committee of Sponsoring Organizations of the Treadway Commission (COSO), <http://www.coso.org/IC.htm>, (this site has guidance available on internal control framework and testing and has been designed for the private sector, but may be a useful reference resource).

III. Postaward Requirements

3.22 PAYMENT PROGRAMS

Introduction

The Office of Justice Programs (OJP) has several payment or reimbursement programs that are available to eligible applicants: the Bulletproof Vest Partnership (BVP), the State Criminal Alien Assistance Program (SCAAP), the Northern Border Prosecution Initiative (NBPI), and the Southwest Border Prosecution Initiative (SWBPI). We briefly introduce each of these programs below; please visit the related websites for recently updated information and each program's specific guidelines.

Bulletproof Vest Partnership

The BVP was created for the sole purpose of purchasing bullet-resistant body armor for sworn law enforcement officers. The program is administered by OJP's Bureau of Justice Assistance (BJA). It was enacted in 1998 by the Bulletproof Vest Partnership Grant Act (Public Law 105-181).

Eligibility and Guidelines

- Eligible jurisdictions that employ law enforcement officers may participate in this program. A jurisdiction is a State, town, city, village, borough, parish, or Indian tribe.
- Through the BVP program, recipients are reimbursed for up to 50 percent of the cost of each unit of eligible body armor purchased for law enforcement officers.
- Under current legislation, jurisdictions with fewer than 100,000 residents receive priority funding. Any remaining funds are distributed on a pro rata basis to jurisdictions with 100,000 residents or more.
- In order to qualify for this reimbursement, body armor must comply with the National Institute of Justice (NIJ) standards as of the date the body armor was ordered. Information pertaining to the current NIJ standards is available online at the [NIJ Definition of Eligible Body Armor web page](#).

Application and Funding Process

You can obtain current information and manage the entire BVP program process from application through payment using the online BVP system located at [http://OJP/Bulletproof Vest Partnership Program](http://OJP/BulletproofVestPartnershipProgram). To participate in the BVP program, State, local, and tribal jurisdictions must follow four steps:

- Register as a jurisdiction
 - ▶ Jurisdictions that have never participated in the BVP program can register at any time throughout the year by contacting BVP Customer Support via phone at 1-877-758-3787 or email at vests@usdoj.gov.
 - ▶ If an eligible jurisdiction has more than one law enforcement agency (LEA), each LEA should register in the BVP system, and the application will be submitted by the jurisdiction on behalf of all of its LEAs.
 - ▶ Once registered with the BVP program, jurisdictions are responsible for regularly updating their own critical information.
- Submit application
 - ▶ When submitting an application, jurisdictions must make sure to identify the total number, type, and projected cost of vests for all eligible, participating law enforcement officers.
 - ▶ Applications may be submitted only during the annual 6-week open application period.
 - ▶ Funding decisions are made within 3 months after the application period closes.
 - ▶ Applicants are notified via email regarding approved funding levels.
 - ▶ BVP funds are dispersed when the LEA receives the vests and the jurisdiction submits a request for payment through the BVP system.

III. Postaward Requirements

3.22 PAYMENT PROGRAMS

- Purchase vests
 - ▶ BVP funds may only be used to purchase vests that meet the current NIJ bullet-resistant body armor standards.
 - ▶ A list of vest models that meet the current NIJ standards is available at https://www.justnet.org/body_armor/index.html.
- Submit receipt information
 - ▶ Once vests are received, jurisdictions can submit a request for payment through the [BVP System](#).
 - ▶ Recipients have up to 2 years from the date of the award to submit payment requests.
 - ▶ Once the payment request is submitted, BJA reviews the request for accuracy and processes payments on a monthly schedule.

Key Points about the BVP Program	
1	All purchased body armor must comply with NIJ body armor standards, which are available at the NIJ Definition of Eligible Body Armor web page .
2	BVP funds can be used to purchase only one vest per officer during the jurisdiction's stated replacement cycle.
3	BVP funds may be used toward the purchase of tactical-level vests, but if a tactical-level vest is purchased for an officer, it must be the officer's primary vest; a regular-duty vest cannot be purchased for the same officer, during the same replacement cycle, using BVP funds.
4	Beginning in fiscal year 2009, during the payment request process, jurisdictions may request, based on financial hardship, a waiver of the 50 percent match requirement. Jurisdictions that request the waiver must cite the nature of the financial hardship and maintain documentation pertaining to the hardship.
5	BJA strongly recommends that every LEA implement a mandatory body armor wear policy, if one is not currently in place. A mandatory wear concepts and issues paper and model policy are available by contacting the International Association of Chiefs of Police at policycenter@theiacp.org .
6	BJA recognizes that LEA operational and equipment needs may change. Consequently, participating agencies are not required to purchase the exact number, type, or model of vests contained in the approved application. Vests may be purchased at any threat level, make, or model and from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable NIJ ballistic or stab standards.

FINANCIAL MANAGEMENT TIP

Justice Assistance Grant funds also may be used to purchase vests for an agency, but they may not be used to pay for that portion of the bulletproof vest (50 percent) that is not covered by BVP funds.

State Criminal Alien Assistance Program

Through SCAAP, the U.S. Government provides payments to States and localities that incurred correctional officer salary costs for incarcerating undocumented criminal aliens who had at least one felony or two misdemeanor convictions for violations of State or local law, and were incarcerated for at least 4 consecutive days during a reporting period. [BJA](#) administers SCAAP in cooperation with the U.S. Department of Homeland Security (DHS).

Eligibility and Guidelines

Beginning with Federal fiscal year 2007, SCAAP awards must be used for correctional purposes only. To be considered for SCAAP funding, States and localities must prove that inmate records, convictions, and length of custody to meet the following eligibility requirements:

III. Postaward Requirements

3.22 PAYMENT PROGRAMS

- **Inmate records**—for the purposes of SCAAP, an inmate is defined as a person who did one of the following things or was in one of the following situations:
 - ▶ Entered the United States without inspection or at any time or place other than as designated by the Attorney General.
 - ▶ Was in deportation or exclusion proceedings at the time he or she was taken into custody.
 - ▶ Is a nonimmigrant who failed to maintain his or her nonimmigrant status at the time he or she was taken into custody.
 - ▶ Is part of a subset of Mariel Cubans who otherwise meet these requirements.
- **Convictions and custody information**—to apply for SCAAP funds, an entity must be a State or unit of government with authority over correctional facilities that incarcerate or detain undocumented criminal aliens for terms of 4 or more consecutive days. Applicants may submit records of eligible inmates in their custody during the reporting period who meet all of the following criteria:
 - ▶ Were born outside the United States or one of its Territories and have no reported or documented claim to U.S. citizenship;
 - ▶ Were in the applicant's custody for 4 or more consecutive days during the reporting period;
 - ▶ Were convicted of a felony or second misdemeanor for violations of State or local law; and
 - ▶ Were identified and reported using due diligence.
- DHS makes the final determination on whether the documentation submitted supports the status of the inmate as an undocumented alien.

Application and Funding Process

The application and payment process for [SCAAP](#) is managed using the Grants Management System (GMS).

- The SCAAP system is available at the main GMS log-in page at [GMS Log-in page](#).
- SCAAP payments must go directly to eligible States and localities (see [above](#)).
- Authorized jurisdiction employees for SCAAP purposes must be listed as either the Authorized Representative or Alternate Contact in the GMS user profile.
- The chief executive officer (CEO) of an eligible jurisdiction may apply directly or delegate authority to another jurisdiction official. The CEO is generally considered the highest ranking elected or appointed official of a unit of government.

FINANCIAL MANAGEMENT TIP

A SCAAP application without the CEO information included will be significantly delayed.

III. Postaward Requirements

3.22 PAYMENT PROGRAMS

Key Points about the SCAAP	
1	Each SCAAP reporting period is based on the previous year's cases and salary. For example, the reporting period for fiscal year 2010 was July 1, 2008 through June 30, 2009.
2	Correctional officer salaries reported in the SCAAP application may only include base salary, overtime, and shift differential pay. Fringe benefits should not be included in the total salary.
3	The "total all inmate days" is the cumulative number of incarceration or detention days attributable to all inmates housed in the jurisdiction's facilities during the reporting period. It includes all inmates, regardless of their status, citizenship, disposition, or length of stay, including inmates held at contract facilities. A jurisdiction can use the sum of all nightly facility head counts for the 365 days in the reporting period.
4	All SCAAP payments must go to the jurisdiction's general fund. Please use the jurisdiction's Employer Identification Number (tax identification), jurisdiction name, and vendor number when applying for SCAAP funds. For example, police department and sheriff's offices may not apply directly for SCAAP funding.
5	See the SCAAP 2013 SCAAP Guidelines for more information.

Northern Border Prosecution Initiative and Southwest Border Prosecution Initiative

The NBPI and SWBPI programs were created to reimburse eligible State and local jurisdictions for prosecution and pretrial detention costs for cases that the Federal Government declined and referred to these jurisdictions. While applicant jurisdictions may use funds from NBPI/SWBPI Federal payments for any purpose not otherwise prohibited by Federal law, the programs encourage the jurisdictions to use the funds to support and enhance prosecutorial and detention services.

Eligibility and Guidelines

- A Federally initiated and referred criminal case is eligible if it was prosecuted by a State or county prosecutor and disposed of during one of the eligibility periods.
- An applicant must be the chief executive or an authorized designee of any eligible jurisdiction.
- Only employees, such as a sheriff or county prosecutor, of the applicant jurisdiction can serve as an authorized designee for SWBPI or NBPI applications.
- The following border State and county governments are eligible to receive funding under the border prosecution initiatives:
 - ▶ Northern border: Alaska, Idaho, Maine, Michigan, Minnesota, Montana, New Hampshire, New York, North Dakota, Ohio, Pennsylvania, Vermont, Washington, and Wisconsin
 - ▶ Southwest Border: Arizona, California, New Mexico, and Texas
- In addition to being an approved border State, submitted cases must meet the following criteria to be considered for NBPI and SWBPI funding:
 - ▶ The criminal case was Federally initiated.
 - ▶ The case was declined or referred to a county or State jurisdiction after October 1, 2005.
 - ▶ The case was prosecuted by a State or county prosecutor.
 - ▶ The case was disposed of during a designated reporting period.
- Each defendant listed represents a separate case. If one case has multiple defendants, each defendant should be listed as a separate case.
- If one defendant was charged in multiple cases and the cases were investigated or prosecuted during concurrent periods of time, all cases are claimed as one case.

III. Postaward Requirements

3.22 PAYMENT PROGRAMS

Application and Funding Process

- The annual application-through-payment processes for the NBPI and SWBPI programs are managed via online systems.
- The NBPI program is available at <http://www.ojp.gov/nbpi>, and guidelines are available in the document [Northern Border Prosecution Initiative Guidelines](#).
- The SWBPI program can be found at <http://www.ojp.gov/swbpi>, and guidelines are available in the document [Southwest Border Prosecution Initiative Guidelines](#).

Key Points about the NBPI and SWBPI Programs	
1	In order to qualify for pretrial detention costs, an eligible jurisdiction must have held the case defendant in a secure facility for 24 hours or more.
2	Each NBPI/SWBPI reporting period is based on the previous year's cases and salary. For example, the reporting period for fiscal year 2010 was October 1, 2008 through September 30, 2009.
3	Court and arrest records for each case submitted for NBPI/SWBPI funding may be requested by BJA for pre- and post-award review. Any cases that do not have the corresponding court and arrest records will not be considered for funding.
4	Documentation must be maintained to support that NBPI/SWBPI funds, when combined with other Federal prosecution and pretrial detention funds, do not exceed 100 percent of the prosecution and detention costs for the cases.
5	Time spent by prosecutors on judicial appeals and incarceration time for sentenced offenders are not allowable program costs and should not be reported on the application.

IV. Organization Structure

4.1 ORGANIZATION CHARTS

[United States Department of Justice Organization Chart](#)

[Office of Justice Programs Organization Chart](#)

V. Appendices

5.1 ACRONYMS

A Note for Readers

To reduce clutter and ease reading, we have used acronyms instead of the full phrasings for organizations, positions, and other items referenced more than once in the *Guide*. For the reader's convenience, the list of acronyms is organized alphabetically.

A	
ACH	Automated Clearing House
ADP	Automatic Data Processing
ARRA	The American Recovery and Reinvestment Act of 2009
B	
BJA	Bureau of Justice Assistance
BPIs	Border Prosecution Initiatives
BVP	Bulletproof Vest Partnership
C	
CAP	Corrective Action Plan
CCR	Central Contractor Registration
CEO	Chief Executive Officer
CFDA	Catalog of Federal Domestic Assistance
CFR	Code of Federal Regulations
CJICS	Criminal Justice Information and Communication Systems
COPS	Office of Community Oriented Policing Services
CSB	Customer Service Branch (of the Office of the Chief Financial Officer)
D	
DHS	U.S. Department of Homeland Security
DOJ	U.S. Department of Justice
DUNS	Data Universal Numbering System
E	
EFT	Electronic funds transfer
EIN	Employer Identification Number
F	
FAC	Federal Audit Clearinghouse
FAQs	Frequently Asked Questions
FAR	Federal Acquisition Regulation
FBI	Federal Bureau of Investigation
FFATA	Federal Funding Accountability and Transparency Act
FFR	Federal Financial Report (SF-425)
FPOC	Financial Point of Contact
FSR	Financial Status Report
FSRS	FFATA Subaward Reporting System
FTR	Federal Travel Regulation
FY	Fiscal Year

G	
GAN	Grant Adjustment Notice
GAO	U.S. Government Accountability Office
GMS	Grants Management System
GPRS	Grant Payment Request System
GSA	U.S. General Services Administration
H	
HHS	U.S. Department of Health and Human Services
I	
ICAC	Internet Crimes Against Children
IDES	Internet Data Entry System
IFB	Invitation for Bid
IRS	Internal Revenue Service
IT	Information Technology
J	
JABG	Juvenile Accountability Block Grant
JAG	Justice Assistance Grant
JJA	Juvenile Justice Act
L	
LEA	Law Enforcement Agency
M	
M&IE	Meals and Incidental Expenses
MPIN	Marketing Partner Identification Number
MTDC	Modified Total Direct Cost
N	
NBPI	Northern Border Prosecution Initiative
NEPA	National Environmental Policy Act
NIJ	National Institute of Justice
O	
OCFO	Office of the Chief Financial Officer
OCR	Office for Civil Rights (of the Office of Justice Programs)
OIG	Office of the Inspector General
OJJDP	Office of Juvenile Justice and Delinquency Prevention
OJP	Office of Justice Programs
OMB	Office of Management and Budget
OVC	Office for Victims of Crime
OVW	Office on Violence Against Women

V. Appendices

5.1 ACRONYMS

P	
PAPRS	Phone Activated Payment Request System (replaced by GPRS)
P/E	Purchase of Evidence
P/I	Purchase of Specific Information
PMT	Performance Measurement Tool
POV	Privately owned vehicle
PPOC	Programmatic point of contact
P/S	Purchase of Services
R	
RFP	Request for Proposal
RISS	Regional Information Sharing Systems
S	
SAM	System for Award Management
SCAAP	State Criminal Alien Assistance Program
SES	Senior Executive Service
SF-424	Standard Form 424
SF-425	Standard Form 425
SF-SAC	Standard Form-Single Audit Component
SOW	Statement of Work
STOP	Services Training Officers Prosecutors (Violence Against Women OVW formula grant program)
SWBPI	Southwest Border Prosecution Initiative
T	
Treasury	U.S. Department of the Treasury
U	
U.S.C.	United States Code
V	
VOCA	Victims of Crime Act
X	
XML	Extensible Markup Language

V. Appendices

5.2 GLOSSARY OF TERMS

A

Accrual Basis is the method of recording revenues in the period in which they are earned, regardless of when cash is received, and reporting expenses in the period when the charges are incurred, regardless of when payment is made.

Addendum Record is what the bank receives that explains what a payment is for and gives the detail necessary for accurate posting into the correct account.

Administrative Requirements are set forth at [Title 28 CFR Part 66](#) for State and local units of government, and [Title 28 CFR Part 70](#) for nongovernmental organizations.

Amusement/social event is an informal gathering which is not mandatory for all participants to attain the necessary information. An indicator of a social/amusement event is a cash bar.

Awarding agency is the Federal Government or the next highest authority, that is, the State agency administering the formula award or the Federal agency administering the discretionary award.

Awards may include funding mechanisms, such as grants, cooperative agreements, interagency agreements, contracts, and/or other agreements.

B

Blanket Request a series of the same or similar pre-arranged events containing multiple delivery dates scheduled to take place within the same fiscal year.

Block/formula awards are awarded to the States to provide assistance to State and local units of government for programs in accordance with legislative requirements.

Break foods consist of cookies, sodas, and fruits or other snack items, and may be served at a training program, a meeting, or a conference.

Breaks are short pauses in an ongoing informational program at trainings, meetings, conferences, or retreats. Typically, an all-day event may include one break during a morning session and one break during an afternoon session.

Budget Period is the period for which a budget is approved for an award. The budget period may be equal to or shorter than the project period for an award, but cannot be longer than the project period.

C

Cash Basis is the method of reporting revenues and expenses when cash is actually received or paid out.

Closeout is a process in which the awarding agency determines that all applicable administrative actions and all required work of the award have been completed by the recipient and the awarding agency.

Cognizant Federal Agency is the Federal agency that generally provides the most Federal financial assistance to you, the recipient of funds. Cognizance is assigned by OMB. Cognizant agency assignments for the largest cities and counties are published in the Federal Register. The most recent publication was dated January 6, 1986.

Conference or meeting is a formal event involving topical matters of general interest to Federal agency and non-Federal agency participants (i.e., matters that will contribute to improved conduct, supervision, or management of the agency's functions or activities), rather than a routine business meeting primarily involving day-to-day agency operations and concerns. "Meeting" includes other designations, such as a conference, congress, convention, seminar, symposium, training for grantees or contractors, and workshop. See [5 U.S.C. 4110 \(1994\)](#).

Consultant is an individual who provides professional advice or services.

Continental breakfast means a light breakfast that may include a selection of coffees, teas, juices, fruits, and assorted pastries, and is allowable provided several hours of substantive material directly follows the continental breakfast. Grant recipients are reminded that the least expensive of the available selections should be chosen.

Contracts are entered into by the awarding agency, recipients or subrecipients, and commercial (profit-making) and nonprofit organizations. With the exception of a few justified sole-source situations, contracts are awarded via competitive processes to procure a good or service.

Cooperative agreements are awarded to States, units of local government, or private organizations at the discretion of the awarding agency. Cooperative agreements are utilized when substantial involvement is anticipated between the awarding agency and the recipient during performance of the contemplated activity.

D

Direct Recipient is an individual and/or organization that receives Federal financial assistance directly from a Federal agency.

Discretionary awards are made to States, units of local government, or private organizations at the discretion of the awarding agency. Most discretionary awards are competitive in nature in that there are limited funds available and a large number of potential recipients.

Domestic travel includes travel within and between Canada and the United States and its territories and possessions.

Draw or Drawing Down refers to the payments made by the Federal Government to the grantee which deplete the total grant award amount. DOJ grantees draw down or receive payments of their grant funding through the active grant period.

E

Earmarks are legislative provisions that direct funds to be spent on specific projects, groups, or organizations.

Equipment is tangible, nonexpendable personal property having a useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit. A recipient/subrecipient may use its own definition of equipment provided that such definition would at least include all equipment defined above.

Expenditure is a payment, outlay, or disbursement that may or may not be an expense.

V. Appendices

5.2 GLOSSARY OF TERMS

F

Federal contractor is a person or entity that contracts with the Federal Government to provide supplies, services, or experimental, developmental, or research work. Entities may include commercial organizations, educational institutions, construction and architect-engineer companies, State and local governments, and nonprofit organizations. See Title 48 CFR 31.103-105, 31.107-108 (1995).

Federal employees are those persons employed in or under an agency of the United States Federal Government or the District of Columbia. See [5 U.S.C. 4101 \(1994\)](#).

Federal grantee means the component of a State, local, or Federally recognized Indian tribal government, educational institution, hospital, or a for-profit or nonprofit organization which is responsible for the performance or administration of all or some part of a Federal award. See Title 2 CFR Part 225, Attachment A and Title 2 CFR Part 215, Attachment A.

Fixed Rate with Carry Forward Provision is similar to a predetermined rate in that a permanent rate is established for a specific future period (usually one fiscal year) based on an estimate of the costs for that period. However, fixed rates also require an adjustment to actual costs once actual costs have been determined. The difference between the estimated costs used to establish the fixed rate and the actual costs of the fiscal year covered by the rate is “carry forward” as an adjustment to the next rate negotiation.

Focus group means a gathering of Federal Government employees to discuss results and improvements of programs in the field. The focus group should follow a prepared agenda, be led by an expert in the subject matter, and serve to educate the Federal employees.

Food and/or beverages retain their common meanings. Food or beverages are considered in the context of formal meals and in the context of refreshments served at short, intermittent breaks during an activity. Beverages do not include alcoholic drinks.

Foreign travel includes any travel outside of Canada and the United States and its territories and possessions. For an organization located in a foreign country, this means travel outside that country.

Formal agenda provides a list of all activities that shall occur during the event, using an hour-by-hour timeline. It must specifically include the times during the event when food and beverages will be provided.

G

Grants are awarded to States, units of local government, or private organizations at the discretion of the awarding agency or on the basis of a formula. Grants are used to support a public purpose.

Grants Management System (GMS) is a web-based, data-driven computer application that provides support for the application, award, and management of grants at OJP. It consists of the following modules: Applications; Award Processing; Peer Review; Grant Adjustment Notice; Financial Reporting; Progress Reporting, Monitoring, and Closeouts.

H

High risk is a determination made by the awarding agency of a recipient's ability to administer Federal project funds based on issues such as a history of unsatisfactory performance; financial instability; inadequate financial management system; non-conformance to terms and conditions of previous awards; or is otherwise not responsible. Additional reporting requirements are imposed on high-risk recipients.

I

Imprest Funds are fixed- or petty-cash funds in the form of currency or coin that have been advanced as funds held outside of the usual secure account. Agencies typically use imprest funds to reimburse employees for expenses, to make small purchases, to make emergency beneficiary payments, and to pay informants, among other uses.

Incidental means relating to a formal event where full participation by participants mandates the provision of food and beverages.

Interagency agreements and purchase of service arrangements are usually entered into by two governmental units or agencies. Such funding arrangements are negotiated by the entities involved.

Internal Controls are the implemented processes and procedures that allow the organization to achieve specific goals and objectives, both in overall program management and in the use of resources.

L

Liquidation period provides awardees time to receive ordered goods or services, and make final payments on trailing costs. It is usually a 90 day period after award end date.

Lobbying is generally considered to be the act of trying to influence legislation. An organization will be regarded as attempting to influence legislation if it contacts, or urges the public to contact, members or employees of a legislative body for the purpose of proposing, supporting, or opposing legislation, or if the organization advocates the adoption or rejection of legislation.

M

Match is the recipient share of the project costs. Match may either be “in-kind” or “cash.” In-kind match includes the value of donated services. Cash match includes actual cash spent by the recipient and must have a cost relationship to the Federal award that is being matched. (Example: Match on administrative costs should be other administrative costs, not other matching on program costs).

V. Appendices

5.2 GLOSSARY OF TERMS

N

Nonexpendable personal property includes tangible personal property having a useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit. A recipient may use its own definition of nonexpendable personal property provided that the definition would at least include all tangible personal property as defined below.

O

Obligation means a legal liability to pay under a grant, subgrant, and/or contract determinable sums for services or goods incurred during the grant period.

P

Passthrough is an obligation on the part of the States to make funds available to units of local governments, combinations of local units, or other specified groups or organizations.

Personal property means property of any kind except real property. It may be tangible (having physical existence) or intangible (having no physical existence, such as patents, inventions, and copyrights).

Preagreement costs are defined as those costs which are considered necessary to the project but occur prior to the starting date of the award period.

Prior approval means written approval by the authorized official (the next highest authority except for sole source evidencing consent prior to a budgetary or programmatic change in the award).

Program income means gross income earned by the recipient during the funding period as a direct result of the award. Direct result is defined as a specific act or set of activities that are directly attributable to grant funds and which are directly related to the goals and objectives of the project. Determinations of "direct result" will be made by the awarding agency for discretionary grants and by the State for block/formula subawards. Fines/penalties are not considered program income. Program income may be used only for allowable program expenses.

Project Period is the period for which implementation of a project is authorized. The project period may be equal to or longer than the budget period for an award, but cannot be shorter than the budget period.

Purchase of evidence (P/E) is the purchase of evidence and/or contraband, such as narcotics and dangerous drugs, firearms, stolen property, counterfeit tax stamps, and so forth, required to determine the existence of a crime or to establish the identity of a participant in a crime.

Purchase of services (P/S) includes travel or transportation of a non-Federal officer or an informant; the lease of an apartment, business front, luxury-type automobiles, aircraft or boat, or similar effects to create or establish the appearance of affluence; and/or meals, beverages, entertainment, and similar expenses (including buy money and flash rolls, etc.) for undercover purposes, within reasonable limits.

Purchase of specific information (P/I) includes the payment of monies to an informant for specific information. All other informant expenses would be classified under P/S and charged accordingly.

R

Real property means land, land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.

Reasonable means those costs that a prudent person would have incurred under the circumstances prevailing at the time the decision to incur the cost was made. Costs to consider when making judgments about reasonableness include the cost of food and beverage, total cost of the event, and costs incurred relative to costs in the geographical area. The exception to this definition is lodging costs for events of 30 or more participants, when the event is funded with an OJP award. For these events, reasonable is defined as the Federal per diem rate for lodging.

Reception means an informal gathering which is not mandatory for all event participants to obtain necessary information. Indicators of a reception include a cash bar, inadequate seating for the entire group, food items from a reception menu (such as finger foods), and a longer break (than utilized throughout the day) between the substantive meetings and the reception. Receptions are expressly prohibited and are considered to be an unallowable cost with Federal funds.

Regional Information Sharing Systems (RISS) is a national program of regionally oriented services designed to facilitate the coordination and communication capabilities of local, state, Federal, and tribal criminal justice agencies.

S

Separation of Duties is a key internal control concept that establishes procedures for certain types of financial transactions where no one person is able to execute the entire procedure alone. The most commonly used example concerns initiating a payment (writing the check) and authorizing a payment (signing the check).

Social event is any event with alcoholic beverages served, available, or present.

Special Conditions are contractual terms and conditions that are included with your award. Examples of special conditions include additional reports, audits, conferences, and disposition of program income.

Stipend is an allowance for living expenses. Examples of these expenses include, but are not limited to, rent, utilities, incidentals, etc.

Subaward is an award of financial assistance in the form of money to an eligible subrecipient or a procurement contract made under an award by a recipient.

Subrecipient is an individual and/or organization that receives Federal financial assistance from the direct recipient of Federal funds. This may include entities receiving funds as a result of block or formula awards.

V. Appendices

5.2 GLOSSARY OF TERMS

Supplanting is to deliberately reduce State or local funds because of the existence of Federal funds. For example, when State funds are appropriated for a stated purpose and Federal funds are awarded for that same purpose, the State replaces its State funds with Federal funds, thereby reducing the total amount available for the stated purpose.

U

Unallowable costs are costs the government is unwilling to pay as a direct charge or through an indirect cost pool applied to the Federal grant or contract. An organization is not prohibited from incurring unallowable costs but they cannot be recovered either directly or indirectly under Federal grants or contracts.

W

Working dinner means a formal and mandatory dinner necessary for all participants to have full participation in the conference or event. A working dinner must include a formal agenda including a program or speakers that will impart necessary information important for full understanding of the subject matter of the conference. There should be several hours of informative sessions providing substantive information scheduled both before and after a working dinner. Indicators of a working dinner include seating for all participants. A cash bar is expressly prohibited.

Working lunch is a formal and mandatory lunch necessary for all participants to have full participation in the conference or event. A working lunch must include a formal agenda including a program or speakers that will impart necessary information important for full understanding of the subject matter of the conference. There should be several hours of informative sessions providing substantive information scheduled both before and after a working lunch (exhibits are not included). Indicators of a working lunch include seating for all participants. A cash bar is expressly prohibited.

Work-related event is a conference or meeting involving a topical matter of interest within the purview of the agency's mission and function.

V. Appendices

5.3 APPENDICES I AND II

Appendix I: Sample Award Document

The following is a sample award document, as issued by the Office of Justice Programs, Department of Justice.

[Sample Award Document](#)

Appendix II: Sample Federal Financial Report Form (SF-425)

The Federal Financial Report Form (SF-425) is a standard form that grantees must use to report cumulative expenses incurred under each award. SF-425s must be submitted every quarter and no later than 30 days after the last day of each reporting quarter. OJP grantees should use the online SF-425 found in the Grants Management System (GMS).

[Sample SF-425 Form](#)



Standardized Agenda Request Form

Date of Meeting: October 6, 2020		Agenda Item No. (to be assigned by CSO): 2020-3629	
From:			
Subject: Approval of Memorandum of Understanding between Weslaco Police Department Crime Victims Compensation (WPD CVC) Program and Weslaco Counseling Center (WCC), PLLC and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The purpose of this MOU is to establish a collaborative relationship between WPD CVC and WCC PLLC to promote emotional wellness of individuals and their families who are victims of crime by providing supportive, psycho educational, and therapeutic counseling services by WCC, PLLC			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Roxanne Saavedra Robert Lopez Mike Perez		Created/Initiated New	
City Manager Comments: Approve.			
Staff Recommendation: Weslaco Police Department recommends acceptance of this memorandum.			
Attachments, if any: MOU WPD Crime Victims Compensation Program and Weslaco Counseling Center PLLC, MOU WPD Crime Victims Compensation Program and Weslaco Counseling Center PLLC			
Responsibilities upon Approval: Upon approval, Weslaco Police Administration will process and submit appropriately.			



Psychotherapy for Individuals, couples, and families

1009 S. Utah Avenue Suite A
Weslaco, Texas 78596
Weslacocounseling@gmail.com
<https://weslaco-counseling.weebly.com>

Memorandum of Understanding
Between
Weslaco Police Department
And
Weslaco Counseling Center, PLLC.

This Memorandum of Understanding (MOU) is executed between Weslaco Police Department and Weslaco Counseling Center, PLLC. (WCC, PLLC) to service the Crime Victims Compensation Program (CVC). The CVC Program offers services that the victims of crime can receive when they apply for them. These services help with the financial costs of crime not covered by other sources.

This MOU is for the purpose of establishing a collaborative relationship between Weslaco Police Department Crime Victims Compensation Program and Weslaco Counseling Center, PLLC. to promote emotional wellness of individuals and their families who are victims of crime by providing supportive, psychoeducational, and therapeutic counseling services by WCC, PLLC.

The CVC Program agrees to:

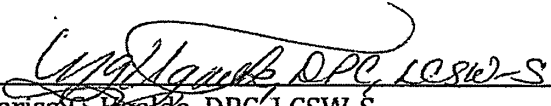
- Refer clients by use of the Referral Form provided by WCC, PLLC.
- Complete the form in its entirety, including entering accurate insurance information for each referral.
- Coordinate on behalf of their client and WCC, PLLC Receptionist by providing the needed forms to the clients and/or guardians for signatures for those families who may be computer illiterate or who do not have the technology necessary to produce and send the signed forms to WCC, PLLC.
- Help coordinate between WCC, PLLC and the CVC Program's administrative office in Austin, TX for documentation, program eligibility, and reimbursement purposes.
- Refer an average of 10 to 20 clients per month and to inform of any foreseen shortage thereof.

WCC, PLLC agrees to:

- Provide the referred client with an appointment within two weeks of receiving the referral.
- Immediately inform the CVC Program representative if an appointment is not available within the two weeks period.
- Clinician will provide the CVC Program representative with attendance and client progress information over the telephone when requested by the representative or as considered necessary by the Clinician.
- The reimbursement process from Austin, TX which may delay more than 60 days.

Each party to this MOU hereby agrees to indemnify, defend, and hold harmless the other party, including officers, directors, and employees, and property from the indemnified party, against any and all claims, demands, losses, liabilities, actions, liens, lawsuits, and other proceeding judgments and awards, and from all costs and expenses including without negligence, willful misconduct or performance of services or work beyond the scope of the Memorandum of Understanding of the indemnifying party for any of its partners, officers, directors, agents, or employees.

This collaborate agreement will be enforced in effect from September 1, 2020 through August 31, 2021. This MOU may be terminated by either of the parties when conditions indicate inefficient or ineffective use of resources provided a written notice is received thirty days prior to the proposed termination date.



Marisa G. Ugalde, DPC, LCSW-S
Administrative Director
Weslaco Counseling Center, PLLC.

9-17-20
Date

Joel Rivera
Chief of Police
Weslaco Police Department

Date



Standardized Agenda Request Form

Date of Meeting: October 6, 2020		Agenda Item No. (to be assigned by CSO): 2020-3630
From: Joel Rivera		
Subject: Authorization and approval to continue Memorandum of Understanding between the City of Weslaco and Uniting Neighbors in Drug Abuse Defense Unidad Coalition to agree to collaborate to increase prevention efforts focusing on reducing tobacco, underage drinking, prescription drug abuse, synthetic, and marijuana use in Hidalgo County and authorize the Mayor to execute any related documents. (Staffed by Police Department.)		
Background: The Uniting Neighbors in Drug Abuse Defense (UNIDAD) Coalition's mission is to promote a drug free environment in Hidalgo County by bringing communities together through collaborative efforts.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Robert Lopez	Created/Initiated	
Robert Lopez	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Recommend Approval		
Attachments, if any: Unidad		
Responsibilities upon Approval:		



UNITING NEIGHBORS IN DRUG ABUSE DEFENSE UNIDAD COALITION

A Hidalgo County coalition effort of the Behavioral Health Solutions of South Texas

*Eddie Quintanilla,
Chair*

*Eluterio Blanco Jr.,
Vice-Chair*

*Minerva Garcia,
Secretary*

*Vianca Vieyra,
Treasurer*

5510 N. Cage Blvd., Ste. R
Pharr, TX 78577
Phone: (956) 783-7897 Ext. 224
Fax: (956) 781-2233

Memorandum of Understanding

The Uniting Neighbors In Drug Abuse Defense (UNIDAD) Coalition's mission is to promote a drug free environment in Hidalgo County by bringing communities together through collaborative efforts. The UNIDAD Coalition and **WESLACO POLICE DEPARTMENT** (representing the Law Enforcement sector) agree to collaborate to increase prevention efforts focusing on reducing tobacco, underage drinking, prescription drug abuse, synthetic, and marijuana use in Hidalgo County. Our collaborative efforts will serve to enhance community-planned and implementation of comprehensive prevention activities.

Our commitment to this collaboration will consist of the following:

1. UNIDAD Coalition Staff will coordinate with UNIDAD Coalition members to conduct monthly coalition meetings; notify members in advance of coalition meeting schedule;
2. UNIDAD Coalition Staff will coordinate and provide training specific to coalition functions and focus;
3. **WESLACO POLICE DEPARTMENT** agrees to participate in implementing the Strategic Prevention Framework in an effort to ensure successful prevention activities are rendered. Activities to be completed by **WESLACO POLICE DEPARTMENT** include:
 - Attending all meetings related to monthly and sub-committee involvement
 - Provide assistance with epidemiological and planning efforts
 - Provide assistance with media and education efforts
4. The UNIDAD Coalition Staff and **WESLACO POLICE DEPARTMENT** will cooperate fully by:
 - Notifying each other of local events such as health fairs, conferences, and/or celebrations that relate to or are aligned with coalition efforts.
 - Offer networking assistance to strengthen prevention efforts in the community.
 - Refer individuals and/or agencies to each other for presentations and other prevention-related activities, and/or applicable resources.

5. All Behavioral Health Solutions of South Texas staff will maintain confidentiality requirements in accordance to Federal Confidentiality rules (42CFR 2).
6. Funding for these services is provided by a grant from the Texas Health and Human Service Commission and no other fees or cost will be incurred by the **WESLACO POLICE DEPARTMENT**.
7. This collaborative agreement will be enforced from September 01, 2019 through August 31, 2023 and may be amended or terminated by either party by submitting a written request at any time.

Chief Joel Rivera
Weslaco Police Department

Date



Eddie Quintanilla
Chairperson
UNIDAD Coalition

8/31/20
Date



Standardized Agenda Request Form

Date of Meeting: October 6, 2020		Agenda Item No. (to be assigned by CSO): 2020-3631
From: Joel Rivera		
Subject: Authorization and approval to continue Memorandum of Understanding between City of Weslaco and Behavioral Health Solutions to agree to collaborate in the effort to increase the effectiveness and visibility of prevention efforts focusing on alcohol, tobacco, and other drug misuse and behavioral health issues as well as educate communities and contribute to the reduction of substance abuse among youth and adults and authorize the Mayor to execute any related documents (Staffed by Police Department.)		
Background: Behavioral Health Solution of South Texas (BHSST) is a non-profit organization providing substance abuse prevention, intervention, recovery, and treatment services.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Robert Lopez	Created/Initiated	
Robert Lopez	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Recommend Approval		
Attachments, if any: Weslaco Police Department - YP Programs		
Responsibilities upon Approval:		



Since 1991

BEHAVIORAL HEALTH SOLUTIONS

A non-profit center for Integrated Prevention, Intervention, Treatment, Recovery & Research

Ricardo D. Torres, O.T. Board President
Jose G. Gonzalez, LCSW, Chief Executive Officer
Primarily Funded by: HHSC & SAMHSA

5510 N. Cage Blvd. • Ste. A, C, E, N, & R • Pharr, TX 78577
Phone: (956) 787-7111 • Fax: (956) 781-2233
www.bhsst.org

Community Agreement

(Non-Financial)

Behavioral Health Solutions of South Texas (BHSST) is a non-profit organization providing substance abuse prevention, intervention, recovery, and treatment services. BHSST and **Weslaco Police Department** agree to collaborate in an effort to increase the effectiveness and visibility of prevention efforts focusing on alcohol, tobacco and other drug misuse and behavioral health issues as well as educate communities and contribute to the reduction of substance misuse among youth and adults.

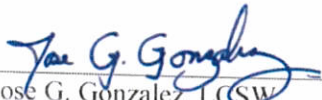
Our commitment to this collaboration will consist of the following:

1. Designated Prevention Specialist will coordinate services with the designated agency personnel. Services will be rendered according to the agreed upon schedule and referral protocol.
2. **Weslaco Police Department** understands this agreement to be inclusive of services to BHSST Youth Prevention programs. Youth Prevention programs include Youth Prevention Selective PA (Positive Action), Youth Prevention Selective TND (Towards No Drugs), Youth Prevention Selective SFP (Strengthening Families Program), Youth Prevention Indicated PA (Positive Action), Youth Prevention Indicated SFP (Strengthening Families Program), and/or Youth Prevention Universal PA (Positive Action). Services include:
 - Dissemination of information related to alcohol, tobacco, and other drug use/abuse/addiction, and individual/family/community impact.
 - In-person and/or virtual services that include presentations, positive alternative activities, and participation in health fairs and/or any community events presenting opportunities for ATOD prevention for youth and adults incorporating information and skills related to deterring alcohol, tobacco, and other drug use, reducing risk factor, and promoting increase of protective factors.
 - Youth prevention program staff will refer participants and/or family members identified as having individual need(s) for information and resources provided by **Weslaco Police Department**.
3. BHSST understands this agreement to be inclusive of services and referrals to the following **Weslaco Police Department** programs:
Call (956) 968-8591 or visit 901 N Airport Dr, Weslaco, TX 78596, Weslaco Police Department for more information.
4. BHSST understands the eligibility criteria to access **Weslaco Police Department** to be the following:
Servicing area of Weslaco.
5. All referrals to the Prevention Specialists will be attained through the designated **Weslaco Police Department** representative. At no time will the Prevention Specialist solicit participants for the program.
 - For presentations, positive alternatives, or ATOD information – requests for services for youth and adults are available with a minimum of 5 days' notice preferred.
 - Confirmation of total participants and participants residing in a "Colonia" upon service completion will be needed.

6. BHSST and **Weslaco Police Department** will cooperate fully to make it possible for individuals to access **Weslaco Police Department** and BHSST Youth Prevention Program services. Cooperative efforts include:
- Notification of local events such as health fairs, conferences, and/or celebrations that relate to prevention.
 - Offer networking assistance to strengthen prevention efforts in the community.
 - Refer individuals and/or agencies to each other for presentations or other prevention-focused activities and/or applicable resources.
7. BHSST and **Weslaco Police Department** will collaborate to ensure there is no duplication of services.
- YP program staff will coordinate in-person or virtual services with **Weslaco Police Department** to avoid duplication of program services by:
 - **Weslaco Police Department** agrees to request presentations and participation in health fairs and other events from BHSST that will not be duplicated services.
 - BHSST will accommodate requests for presentations and participation in health fairs and other events by scheduling request with the YP program with staff available for the date/time requested. At no time will more than one type of YP program staff be scheduled to avoid duplicating services.
8. The Prevention Specialist will follow the BHSST policies and adhere to **Weslaco Police Department** policies and procedures when conducting services at the **Weslaco Police Department** site.
9. **Weslaco Police Department** will provide adequate space for the BHSST staff to complete and provide education, information and referral services to participants.
10. **Weslaco Police Department** representatives and BHSST staff will maintain confidentiality requirements in accordance to Federal Confidentiality rules (42CFR 2) as well as State of Texas confidentiality rules.
11. Funding for BHSST services is provided by the Texas Health and Human Services Commission and no fees or cost will be incurred by **Weslaco Police Department** in association with the Youth Prevention program services.
12. This collaborative agreement will be in effect on September 01, 2019 through August 31, 2023 and reviewed annually. Either party may terminate without cause by giving the other party written notice of termination.

Joel Rivera
Chief
Weslaco Police Department

Date



Jose G. Gonzalez, LCSW
Chief Executive Officer
Behavioral Health Solutions of South Texas

09/23/2020
Date



Standardized Agenda Request Form

Date of Meeting: October 6, 2020		Agenda Item No. (to be assigned by CSO): 2020-3625
From:		
Subject: Approval to amend a Weslaco Mid Valley Airport lease agreement with Tenant Felipe Leal, from hangar E4 to E7, and authorize the Mayor to execute any related documents. (Staffed by Airport Department.)		
Background: The request is to amend the agreement to correctly state the assigned hangar from E4 to E7.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation): The advisory board does not approve lease agreements.		
Joanna Fernandez Andrew Muñoz Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: FELIPE LEAL LEASE CORRECTION E7		
Responsibilities upon Approval:		

Lease Agreement

STATE OF TEXAS)
CITY OF WESLACO) **KNOW ALL PERSONS BY THESE PRESENTS:**
HIDALGO COUNTY)

This lease is entered into this 4 day of August, 2020, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and Felipe Leal, hereinafter referred to as "Lessee" who covenant and agree as follows:

WHEREAS, Lessor owns and operates the Airport and all grounds within the area designated as the Weslaco Mid Valley Airport for aeronautical and non-aeronautical purposes to include landings, takeoffs, storage of aircraft and sales of fuel; and

WHEREAS, Lessor and Lessee are committed to the proper operation, improvement, and continued development of the Airport; and

WHEREAS, Lessor deems it advantageous to itself and to the operation of the Airport to lease to Lessee certain land/hangar/building/office as stated herein;

NOW THEREFORE, in consideration of the terms, premises, and mutual covenants contained herein and other good and valuable considerations, the sufficiency of which is hereby acknowledged, Lessor and Lessee covenant and agree as follows:

Section 1. **Lease Premises**

- A) Lessor does hereby lease to Lessee Hangar E-7 more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. **Term**

- A) This lease shall be for the term of 2 years. Thereafter, this lease may be renewed for a subsequent two (2) year extension upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding year lease term and upon mutual and written agreement by Lessor as provided for in this lease.
- B) **Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises in good and serviceable condition, reasonable wear and tear excepted. Thereafter, the Lessor shall have the right to enter


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Standardized Agenda Request Form

Date of Meeting: October 6, 2020		Agenda Item No. (to be assigned by CSO): 2020-3632
From:		
Subject: Approval of Mid Valley Airport Ground Lease Agreements with Tenant John Garric for hangars W23, W27, W33 and authorize the Mayor to execute any related documents. (Staffed by Airport Department.)		
Background: The ground lease agreement being presented are for hangars W23, W27 and W33, located on the westside of the airport. The proposed ground lease agreements are for seven (7) years at a rate of \$0.22 per square foot. There is a capped 3% CPI review every three years.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation): The advisory board does not approve lease agreements.		
Joanna Fernandez Andrew Muñoz Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: W23 John Garric, W27 John Garric, W33 John Garric		
Responsibilities upon Approval:		

Lease Agreement

STATE OF TEXAS)
CITY OF WESLACO) KNOW ALL PERSONS BY THESE PRESENTS:
HIDALGO COUNTY)

This lease is entered into this ____ day of _____, 2020, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and John Garric, hereinafter referred to as "Lessee" who covenant and agree as follows:

WHEREAS, Lessor owns and operates the Airport and all grounds within the area designated as the Weslaco Mid Valley Airport for aeronautical and non-aeronautical purposes to include landings, takeoffs, storage of aircraft and sales of fuel; and

WHEREAS, Lessor and Lessee are committed to the proper operation, improvement, and continued development of the Airport; and

WHEREAS, Lessor deems it advantageous to itself and to the operation of the Airport to lease to Lessee certain land/hangar/building/office as stated herein;

NOW THEREFORE, in consideration of the terms, premises, and mutual covenants contained herein and other good and valuable considerations, the sufficiency of which is hereby acknowledged, Lessor and Lessee covenant and agree as follows:

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee approximately **1,290 sq. ft.** (W23) of land more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. Term

- A) This lease shall be for the term of **7 years**. Thereafter, this lease may not be renewed or extended.

B) **Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises and Improvements in good and serviceable condition, reasonable wear and tear excepted. Thereafter, the Lessor shall have the right to enter and take possession of the Premises and Improvements, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises at the end of



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the Initial Term or the Extended Term shall not be construed to be the granting or exercise of any additional term.

Any Improvements erected or constructed on the Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written approval of the Lessor. Upon termination or expiration of this Lease, title to the Premises and Improvements shall vest in the Lessor; provided, however, that the Lessor shall have the option to require Lessee to remove any Improvement (or a portion thereof) and restore the Premises and surrounding areas to the condition existing immediately prior to the construction of such Improvement.

Section 3. Consideration

- A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay yearly the sum of \$ 283.80. The first year's payment is to be made at lease execution. Thereafter, all future payments shall be made on or before the first working day of the month/year due for the term of this agreement plus any extensions thereto.

Lessee agrees that the lease payment listed herein shall be subject to review and adjustment by Lessor at three (3) year intervals throughout the term of the lease and prior to any extensions granted. Any adjustment to the lease payment shall be based on the U.S. Department of Commerce's Consumer Price Index (CPI). The adjusted lease fee shall be calculated on the third (3rd) year anniversary of this lease and recalculated at subsequent three (3) year intervals. Such increase in the lease payment shall begin immediately upon request from Lessor and continue at that rate until the next three-year anniversary. Upon review, if the CPI shall have decreased as compared to the previous review date, the lease fee for the subject Land/Hangar/Building/Office shall not be decreased, but shall remain at the same level as was charged during the preceding three (3) year period.

- B) All lease payments shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Weslaco, Hidalgo County, Texas by mail or delivery as specified in Section 13. Notice Requirements of this agreement.
- C) In the event Lessee fails to remit any payments when the same are due, interest at the rate of 10 % shall be charged by Lessor beginning on the tenth (10) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than thirty (30) days, this lease may be terminated by Lessor.
- D) Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor owned real property located at the Airport under Lessor's policy which shall be for the sole benefit and



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protection of Lessor. Lessee should provide his own insurance coverage for any personal property located in or on the Land/Hangar/Building/Office and is required herein to provide business liability insurance in an amount of \$1,000,000.00 per occurrence. Certificates of such required insurance shall be furnished by Lessee to Lessor and certificates presently then in effect shall be on file at all times and Lessor shall be listed as an additional insured with the condition that said insurance shall provide Lessor notice of any cancellation of said insurance. Any changes in those certificates must have prior written approval of Lessor.

- E) Any sum that Lessee is obligated to pay to Lessor arising from or relating to this agreement or Lessee's use, occupancy or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed by Lessor), fines, civil penalties, damages, claims, interest, charges and utility charges.
- F) Lessee shall pay all taxes, fees, assessments, and levies that relate to Lessee's use, occupancy, or operation at the lease premises or the Airport and all other obligations for which a lien may be created relating thereto. Within thirty (30) days Lessee shall remove any such lien that may be created or commence a protest of such lien by depositing with Lessor cash or other security acceptable to Lessor in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the lease premises, Lessee shall include in such agreement a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against Lessor's real property or any interest therein.

Section 4. Use of Lease Premises

- A) Lessee and Lessee's associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulation that are applicable to Lessee's use, occupancy, or operations at the lease premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law and other pronouncements of any kind having the effect of law including, but not limited, to the Airport Rules and Regulations, City of Weslaco master plans and zoning codes, and all laws and regulations pertaining to the environment, any and all plans and programs developed in compliance with such requirements and all lawful, reasonable, and nondiscriminatory airport policies and other requirements.
- B) Lessee agrees that the leased Land/Hangar/Building/Office may be used for any noncommercial aeronautical activity which must be made known to and agreed upon by Lessor and for no other purposes.
- C) Lessee may park his and/or his passenger's privately owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.
- D) Lessee may store containers of aviation oil, in accordance with the Airport Rules and Regulations, inside the Hangar for aircraft use so long, and only so long, as such oil is



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contained in marked, approved containers. Such storage will be at the discretion of and with written approval from the local fire marshal if such storage is allowed under local fire codes.

- E) Lessee agrees that he will at all times keep the premises of the Land/Hangar/Building/Office, including the inside and the outside of the Hangar/Building/Office, clean and free of trash, litter, tall grass, weeds, junked automobiles, and scrap aircraft parts. Lessee shall abide by all applicable rules and regulations of the Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil. Lessee further agrees to abide by the manufacturer's directions in regards to the use, storage, and disposal of all pesticides, herbicides, and other chemicals plus their containers used at the airport. Should Lessee fail to keep the leased Land/Hangar/Building/Office clean and free of hazards, Lessor may, after thirty (30) days written notice, arrange for the cleanup of the littered or hazardous area. Such cleanup shall be charged to Lessee and payable on demand. Failure to render proper payment for such cleanup and/or general disregard for the considerations and restrictions listed in this lease agreement are grounds for Lessor to terminate this lease.
- F) Lessee agrees that the usage of the Land/Hangar plus any associated apron shall be limited to the parking/hangaring of his personal/company owned aircraft. No automobile, bus, truck, or other transportation mode may be permanently or habitually parked or stored on/in the Land/Hangar except in approved automobile parking areas and as agreed upon by Lessor.
- G) Lessee agrees that he will not conduct any commercial activity such as pilot instruction, aerial spraying, charter flights, air taxi, sight-seeing, aerial photography, aircraft engine or airframe repair, avionics repair, or any other at the Airport without the written consent of Lessor. Any such approved commercial operation must be in accordance with a separate agreement with Lessor.
- H) Lessee agrees that he will not store or permit the storage of any fuel or hazardous, volatile, and/or dangerous chemicals on/inside the Land/Hangar/Building/Office except as authorized in this agreement without the written consent of Lessor.
- I) Lessee agrees not to fuel or defuel any aircraft parked inside the Hangar.
- J) Lessee agrees to have a sufficient number of fire extinguishers of acceptable size as determined by the local fire marshal inside the Hangar/Building/Office. Such fire extinguisher(s) shall be readily accessible in the event of a fire.
- K) Lessee agrees that he will not operate any non-aviation related business or activity on/in the Land/Hangar/Building/Office without the expressed written consent of



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Lessor. Any such non-aviation related business or activity must be so established by a separate agreement.

- L) Lessee agrees that none of the leased premises shall be used for residential purposes or any other purpose prohibited by any federal, state or municipal law, statute, regulation or ordinance

Section 5. Sublease, Assignment, or Sale

- A) The Lessee shall not sublease, assign, sell, or transfer this agreement or any right hereunder to any person, corporation, or association. Any such sublease, assignment, sale, or transfer shall be grounds, at the option of the Lessor, to immediately terminate this lease agreement. Lessor shall have the right, in Lessor's sole discretion, to assign any of its rights under this agreement and upon any such assignment, Lessee agrees that Lessee shall perform its obligations under this agreement in favor of such assignee.

Section 6. Termination

- A) This contract agreement may be prematurely terminated by Lessor or Lessee if either fails to abide by the terms and conditions expressed herein and due the complainant and so decreed by a court of competent jurisdiction. Lessee shall have no more than fifteen (15) days upon notification to resolve said violation(s). Should Lessee be declared bankrupt or incompetent, this contract agreement shall immediately terminate. In the event Lessee fails to make timely payments of all taxes or fees, fails to provide proof of required insurance, uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for thirty (30) consecutive days, or violates any of the terms and conditions of this contract agreement, Lessor has the right to terminate this contract agreement and retake possession of any Airport property leased to or under the control of Lessee.
- B) Lessee agrees and understands that Lessor reserves the right to further expand, develop, or improve the airport, including the termination of this lease agreement, in such instance that the continued leasing of the Land/Hangar/Building/Office would have a negative impact on any proposed development or improvements at the Airport. This contract agreement may be terminated regardless of the desires, wishes, or views of Lessee and without interference or hindrance from Lessee, but only so long as such expansion, development, or improvements are shown on a Texas Department of Transportation and/or FAA approved Airport Layout Plan or Master Plan.
- C) This agreement may be prematurely terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this contract hereunder, and neither Lessor nor Lessee shall have any derogatory remarks or entries made upon their resumés or upon any public or private records which would indicate failure to successfully fulfill the conditions of this agreement.



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- D) At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall be liable for any and all expenses incurred by Lessor in such action.
- E) Upon any expiration or termination of this Agreement, Lessee, at Lessee's sole cost, shall (i) promptly and peaceably surrender to Lessor the lease premises "broom clean", free of debris, and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the lease premises or the Airport that arises from or relates to Lessee's use, occupancy, or operations under this Agreement (iii) deliver to Lessor all keys and access credentials relating to the Airport (iv) perform Lessee's environmental obligations as provided in this Agreement; and (v) remove all movable personal property and trade fixtures that are not owned by Lessor. All property that Lessee leaves on the lease premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to and without any obligation to account to Lessee or any other person. Lessee shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Lessee shall not be released from Lessee's obligations under this Agreement in connection with surrender of the lease premises until lessor has inspected the lease premises and delivered to Lessee a written acceptance of such surrender.

Section 7. Hold Harmless

- A) Lessee agrees to save and hold harmless Lessor and its agents, servants, and employees of and from any and all liabilities, expenses, causes of action, damages, and/or attorney's fees resulting from or as a result of any of Lessee's businesses, operation, occupancy, or use of the Airport or from any act or omission of Lessee's agents, servants, or employees.

Section 8. Maintenance of Landing Area

- A) Lessee understands and agrees that Lessor reserves the right, but not the obligation, to maintain the Airport to at least the minimum standards as recommended by the FAA and/or the Texas Department of Transportation. Such right includes the right to maintain and keep in repair all public use areas at the Airport and the right to direct and control all activities as necessary at the Airport.

Section 9. Non-Discrimination


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- A) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant/Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.
- B) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and other applicable Laws and Regulations, and shall obtain such compliance from any sub-leases or other parties holding lower tier agreements (to the extent the same are permitted by this Agreement).

Section 10. Exclusions

- A) Nothing in this Agreement shall be construed to grant to Lessee any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Lessee's exclusive use as provided herein).
- B) This Agreement shall be interpreted to preserve Lessor's rights and powers to comply with Lessor's Federal and other governmental obligations.
- C) This Agreement is subordinate to the provisions of any agreement between Lessor and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of Lessor entering any agreement or participating in any program applicable to the Airport (including, but not limited to, those providing funding), Lessee agrees to consent to any such modification. If a governmental authority determines that any act or omission of Lessee or Lessee's Associates has caused or will cause Lessor to be noncompliant with any of Lessor's government


Lessee Initials

commitments (including, but not limited to, any assurances or covenants required of Lessor or obligations imposed by law), Lessee shall immediately take all actions that may be necessary to preserve Lessor's compliance with the same. Without liability to Lessor, Lessor shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

Section 11. Force Majeure

- A) No act or event, whether foreseen or unforeseen, shall operate to excuse Lessee from the prompt payment of rent or any other amounts required to be paid under this Agreement. If Lessor (or Lessee in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and that such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.

Section 12. Rights and Remedies

- A) Except as expressly set forth in this Agreement, the rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist.

Section 13. Notice Requirements

- A) This Agreement has specific and strict notice requirements. All payments by Lessee are to be made to Lessor through the Aviation Director at Weslaco Mid-Valley Airport, 1909 Joe Stephens, Weslaco, TX 78596.**

All notices between the Lessor and Lessee shall be sent to the following addresses for Lessor in paragraph B and for Lessee in paragraph C. All notices shall be sent regular mail and certified mail return receipt requested. No other form of payment or notice will be accepted. Notice by email is not accepted.

- B) Notice to Lessor is to be sent to:


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Aviation Director
Weslaco Mid-Valley Airport
1909 Joe Stephens
Weslaco, TX 78596

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596



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C) Notice to Lessee to be sent to:

Lessee Name: John Garric
Address: 5301 Guava Dr.
Harlingen, TX 78552



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- D) Either Lessor or Lessee may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

Section 14. Miscellaneous

- A) This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Texas. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the District Court for the State of Texas sitting in Hidalgo County, Texas so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING



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TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.

- B) No amendment to this Agreement shall be binding on Lessor or Lessee unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.
- C) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates is not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
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- E) Lessee acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Lessee shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Lessee complies with the same Lessee shall have the right to defend any such request for confidentiality at Lessee's expense.
- F) This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.
- G) Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.
- H) The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Lessee shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Lessee consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in


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this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

- I) Lessee is not authorized to install or operate any signage outside of enclosed structures on the lease premises or at the Airport, except with the prior written approval of Lessor, which may be given or withheld in Lessor's sole discretion. Any approved signage shall be at Lessee's expense and shall comply with local, state or federal laws and regulation. Lessee shall not advertise or permit other to advertise at the Airport by any means, whether or not such advertising is for profit.
- J) Lessor and its associates, agents or employees reserve the right to enter the lease premises at any time and the same does not constitute a trespass on the lease premises or a violation of any of Lessee's rights.
- K) Lessee warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this agreement as a legal, valid, and binding obligation of Lessee.
- L) Time is of the essence of this Agreement.



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EXECUTED this _____ day of _____, 2020.

City of Weslaco, Hidalgo County, Texas

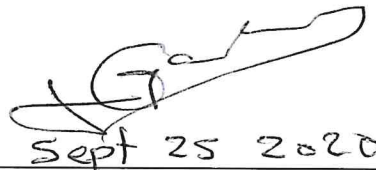
Mayor

City Manager

Approved as to Form:

City Attorney

Attest: _____
City Secretary


Sept 25 2020

Lessee



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“EXHIBIT A”

HANGAR W23
43' x 30'



A handwritten signature in black ink, consisting of a stylized 'L' and 'S' followed by a flourish.

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Lease Agreement

STATE OF TEXAS)
 CITY OF WESLACO) **KNOW ALL PERSONS BY THESE PRESENTS:**
 HIDALGO COUNTY)

This lease is entered into this ____ day of _____, 2020, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and John Garric, hereinafter referred to as "Lessee" who covenant and agree as follows:

WHEREAS, Lessor owns and operates the Airport and all grounds within the area designated as the Weslaco Mid Valley Airport for aeronautical and non-aeronautical purposes to include landings, takeoffs, storage of aircraft and sales of fuel; and

WHEREAS, Lessor and Lessee are committed to the proper operation, improvement, and continued development of the Airport; and

WHEREAS, Lessor deems it advantageous to itself and to the operation of the Airport to lease to Lessee certain land/hangar/building/office as stated herein;

NOW THEREFORE, in consideration of the terms, premises, and mutual covenants contained herein and other good and valuable considerations, the sufficiency of which is hereby acknowledged, Lessor and Lessee covenant and agree as follows:

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee approximately **1,290 sq. ft.** (W27) of land more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. Term

- A) This lease shall be for the term of **7 years**. Thereafter, this lease may not be renewed or extended.
- B) **Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises and Improvements in good and serviceable condition, reasonable wear and tear excepted. Thereafter, the Lessor shall have the right to enter and take possession of the Premises and Improvements, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises at the end of



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the Initial Term or the Extended Term shall not be construed to be the granting or exercise of any additional term.

Any Improvements erected or constructed on the Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written approval of the Lessor. Upon termination or expiration of this Lease, title to the Premises and Improvements shall vest in the Lessor; provided, however, that the Lessor shall have the option to require Lessee to remove any Improvement (or a portion thereof) and restore the Premises and surrounding areas to the condition existing immediately prior to the construction of such Improvement.

Section 3. Consideration

- A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay yearly the sum of \$ 283.80. The first year's payment is to be made at lease execution. Thereafter, all future payments shall be made on or before the first working day of the month/year due for the term of this agreement plus any extensions thereto.

Lessee agrees that the lease payment listed herein shall be subject to review and adjustment by Lessor at three (3) year intervals throughout the term of the lease and prior to any extensions granted. Any adjustment to the lease payment shall be based on the U.S. Department of Commerce's Consumer Price Index (CPI). The adjusted lease fee shall be calculated on the third (3rd) year anniversary of this lease and recalculated at subsequent three (3) year intervals. Such increase in the lease payment shall begin immediately upon request from Lessor and continue at that rate until the next three-year anniversary. Upon review, if the CPI shall have decreased as compared to the previous review date, the lease fee for the subject Land/Hangar/Building/Office shall not be decreased, but shall remain at the same level as was charged during the preceding three (3) year period.

- B) All lease payments shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Weslaco, Hidalgo County, Texas by mail or delivery as specified in Section 13. Notice Requirements of this agreement.
- C) In the event Lessee fails to remit any payments when the same are due, interest at the rate of 10 % shall be charged by Lessor beginning on the tenth (10) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than thirty (30) days, this lease may be terminated by Lessor.
- D) Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor owned real property located at the Airport under Lessor's policy which shall be for the sole benefit and



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protection of Lessor. Lessee should provide his own insurance coverage for any personal property located in or on the Land/Hangar/Building/Office and is required herein to provide business liability insurance in an amount of \$1,000,000.00 per occurrence. Certificates of such required insurance shall be furnished by Lessee to Lessor and certificates presently then in effect shall be on file at all times and Lessor shall be listed as an additional insured with the condition that said insurance shall provide Lessor notice of any cancellation of said insurance. Any changes in those certificates must have prior written approval of Lessor.

- E) Any sum that Lessee is obligated to pay to Lessor arising from or relating to this agreement or Lessee's use, occupancy or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed by Lessor), fines, civil penalties, damages, claims, interest, charges and utility charges.
- F) Lessee shall pay all taxes, fees, assessments, and levies that relate to Lessee's use, occupancy, or operation at the lease premises or the Airport and all other obligations for which a lien may be created relating thereto. Within thirty (30) days Lessee shall remove any such lien that may be created or commence a protest of such lien by depositing with Lessor cash or other security acceptable to Lessor in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the lease premises, Lessee shall include in such agreement a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against Lessor's real property or any interest therein.

Section 4. Use of Lease Premises

- A) Lessee and Lessee's associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulation that are applicable to Lessee's use, occupancy, or operations at the lease premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law and other pronouncements of any kind having the effect of law including, but not limited, to the Airport Rules and Regulations, City of Weslaco master plans and zoning codes, and all laws and regulations pertaining to the environment, any and all plans and programs developed in compliance with such requirements and all lawful, reasonable, and nondiscriminatory airport policies and other requirements.
- B) Lessee agrees that the leased Land/Hangar/Building/Office may be used for any noncommercial aeronautical activity which must be made known to and agreed upon by Lessor and for no other purposes.
- C) Lessee may park his and/or his passenger's privately owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.
- D) Lessee may store containers of aviation oil, in accordance with the Airport Rules and Regulations, inside the Hangar for aircraft use so long, and only so long, as such oil is


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contained in marked, approved containers. Such storage will be at the discretion of and with written approval from the local fire marshal if such storage is allowed under local fire codes.

- E) Lessee agrees that he will at all times keep the premises of the Land/Hangar/Building/Office, including the inside and the outside of the Hangar/Building/Office, clean and free of trash, litter, tall grass, weeds, junked automobiles, and scrap aircraft parts. Lessee shall abide by all applicable rules and regulations of the Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil. Lessee further agrees to abide by the manufacturer's directions in regards to the use, storage, and disposal of all pesticides, herbicides, and other chemicals plus their containers used at the airport. Should Lessee fail to keep the leased Land/Hangar/Building/Office clean and free of hazards, Lessor may, after thirty (30) days written notice, arrange for the cleanup of the littered or hazardous area. Such cleanup shall be charged to Lessee and payable on demand. Failure to render proper payment for such cleanup and/or general disregard for the considerations and restrictions listed in this lease agreement are grounds for Lessor to terminate this lease.
- F) Lessee agrees that the usage of the Land/Hangar plus any associated apron shall be limited to the parking/hangaring of his personal/company owned aircraft. No automobile, bus, truck, or other transportation mode may be permanently or habitually parked or stored on/in the Land/Hangar except in approved automobile parking areas and as agreed upon by Lessor.
- G) Lessee agrees that he will not conduct any commercial activity such as pilot instruction, aerial spraying, charter flights, air taxi, sight-seeing, aerial photography, aircraft engine or airframe repair, avionics repair, or any other at the Airport without the written consent of Lessor. Any such approved commercial operation must be in accordance with a separate agreement with Lessor.
- H) Lessee agrees that he will not store or permit the storage of any fuel or hazardous, volatile, and/or dangerous chemicals on/inside the Land/Hangar/Building/Office except as authorized in this agreement without the written consent of Lessor.
- I) Lessee agrees not to fuel or defuel any aircraft parked inside the Hangar.
- J) Lessee agrees to have a sufficient number of fire extinguishers of acceptable size as determined by the local fire marshal inside the Hangar/Building/Office. Such fire extinguisher(s) shall be readily accessible in the event of a fire.
- K) Lessee agrees that he will not operate any non-aviation related business or activity on/in the Land/Hangar/Building/Office without the expressed written consent of



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Lessor. Any such non-aviation related business or activity must be so established by a separate agreement.

- L) Lessee agrees that none of the leased premises shall be used for residential purposes or any other purpose prohibited by any federal, state or municipal law, statute, regulation or ordinance

Section 5. Sublease, Assignment, or Sale

- A) The Lessee shall not sublease, assign, sell, or transfer this agreement or any right hereunder to any person, corporation, or association. Any such sublease, assignment, sale, or transfer shall be grounds, at the option of the Lessor, to immediately terminate this lease agreement. Lessor shall have the right, in Lessor's sole discretion, to assign any of its rights under this agreement and upon any such assignment, Lessee agrees that Lessee shall perform its obligations under this agreement in favor of such assignee.

Section 6. Termination

- A) This contract agreement may be prematurely terminated by Lessor or Lessee if either fails to abide by the terms and conditions expressed herein and due the complainant and so decreed by a court of competent jurisdiction. Lessee shall have no more than fifteen (15) days upon notification to resolve said violation(s). Should Lessee be declared bankrupt or incompetent, this contract agreement shall immediately terminate. In the event Lessee fails to make timely payments of all taxes or fees, fails to provide proof of required insurance, uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for thirty (30) consecutive days, or violates any of the terms and conditions of this contract agreement, Lessor has the right to terminate this contract agreement and retake possession of any Airport property leased to or under the control of Lessee.
- B) Lessee agrees and understands that Lessor reserves the right to further expand, develop, or improve the airport, including the termination of this lease agreement, in such instance that the continued leasing of the Land/Hangar/Building/Office would have a negative impact on any proposed development or improvements at the Airport. This contract agreement may be terminated regardless of the desires, wishes, or views of Lessee and without interference or hindrance from Lessee, but only so long as such expansion, development, or improvements are shown on a Texas Department of Transportation and/or FAA approved Airport Layout Plan or Master Plan.
- C) This agreement may be prematurely terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this contract hereunder, and neither Lessor nor Lessee shall have any derogatory remarks or entries made upon their resumés or upon any public or private records which would indicate failure to successfully fulfill the conditions of this agreement.


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- D) At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall be liable for any and all expenses incurred by Lessor in such action.
- E) Upon any expiration or termination of this Agreement, Lessee, at Lessee's sole cost, shall (i) promptly and peaceably surrender to Lessor the lease premises "broom clean", free of debris, and in good order and condition: (ii) repair in a good and workmanlike manner any damage to the lease premises or the Airport that arises from or relates to Lessee's use, occupancy, or operations under this Agreement (iii) deliver to Lessor all keys and access credentials relating to the Airport (iv) perform Lessee's environmental obligations as provided in this Agreement; and (v) remove all movable personal property and trade fixtures that are not owned by Lessor. All property that Lessee leaves on the lease premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to and without any obligation to account to Lessee or any other person. Lessee shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Lessee shall not be released from Lessee's obligations under this Agreement in connection with surrender of the lease premises until lessor has inspected the lease premises and delivered to Lessee a written acceptance of such surrender.

Section 7. Hold Harmless

- A) Lessee agrees to save and hold harmless Lessor and its agents, servants, and employees of and from any and all liabilities, expenses, causes of action, damages, and/or attorney's fees resulting from or as a result of any of Lessee's businesses, operation, occupancy, or use of the Airport or from any act or omission of Lessee's agents, servants, or employees.

Section 8. Maintenance of Landing Area

- A) Lessee understands and agrees that Lessor reserves the right, but not the obligation, to maintain the Airport to at least the minimum standards as recommended by the FAA and/or the Texas Department of Transportation. Such right includes the right to maintain and keep in repair all public use areas at the Airport and the right to direct and control all activities as necessary at the Airport.

Section 9. Non-Discrimination



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- A) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant/Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.
- B) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and other applicable Laws and Regulations, and shall obtain such compliance from any sub-leases or other parties holding lower tier agreements (to the extent the same are permitted by this Agreement).

Section 10. Exclusions

- A) Nothing in this Agreement shall be construed to grant to Lessee any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Lessee's exclusive use as provided herein).
- B) This Agreement shall be interpreted to preserve Lessor's rights and powers to comply with Lessor's Federal and other governmental obligations.
- C) This Agreement is subordinate to the provisions of any agreement between Lessor and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of Lessor entering any agreement or participating in any program applicable to the Airport (including, but not limited to, those providing funding), Lessee agrees to consent to any such modification. If a governmental authority determines that any act or omission of Lessee or Lessee's Associates has caused or will cause Lessor to be noncompliant with any of Lessor's government



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commitments (including, but not limited to, any assurances or covenants required of Lessor or obligations imposed by law), Lessee shall immediately take all actions that may be necessary to preserve Lessor's compliance with the same. Without liability to Lessor, Lessor shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

Section 11. Force Majeure

- A) No act or event, whether foreseen or unforeseen, shall operate to excuse Lessee from the prompt payment of rent or any other amounts required to be paid under this Agreement. If Lessor (or Lessee in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and that such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.

Section 12. Rights and Remedies

- A) Except as expressly set forth in this Agreement, the rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist.

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Aviation Director
Weslaco Mid-Valley Airport
1909 Joe Stephens
Weslaco, TX 78596

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596

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C) Notice to Lessee to be sent to:

Lessee Name: John Garric
Address: 5301 Guava Dr.
Harlingen, TX 78552

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- D) Either Lessor or Lessee may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

Section 14. Miscellaneous

- A) This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Texas. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the District Court for the State of Texas sitting in Hidalgo County, Texas so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING

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TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.

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- C) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates is not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
- D) This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.
- E) Lessee acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Lessee shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Lessee complies with the same Lessee shall have the right to defend any such request for confidentiality at Lessee's expense.
- F) This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.
- G) Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.
- H) The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Lessee shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Lessee consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in


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this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

- I) Lessee is not authorized to install or operate any signage outside of enclosed structures on the lease premises or at the Airport, except with the prior written approval of Lessor, which may be given or withheld in Lessor's sole discretion. Any approved signage shall be at Lessee's expense and shall comply with local, state or federal laws and regulation. Lessee shall not advertise or permit other to advertise at the Airport by any means, whether or not such advertising is for profit.
- J) Lessor and its associates, agents or employees reserve the right to enter the lease premises at any time and the same does not constitute a trespass on the lease premises or a violation of any of Lessee's rights.
- K) Lessee warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this agreement as a legal, valid, and binding obligation of Lessee.
- L) Time is of the essence of this Agreement.


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EXECUTED this _____ day of _____, 2020.

City of Weslaco, Hidalgo County, Texas

Mayor

City Manager

Approved as to Form:

City Attorney

Attest: _____
City Secretary


Sept 25 2020

Lessee



Lessee Initials

“EXHIBIT A”

HANGAR W27
43' x 30'



A handwritten signature in black ink, consisting of a stylized 'S' and 'A'.

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Lease Agreement

STATE OF TEXAS)
 CITY OF WESLACO) **KNOW ALL PERSONS BY THESE PRESENTS:**
 HIDALGO COUNTY)

This lease is entered into this ____ day of _____, 2020, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and John Garric, hereinafter referred to as "Lessee" who covenant and agree as follows:

WHEREAS, Lessor owns and operates the Airport and all grounds within the area designated as the Weslaco Mid Valley Airport for aeronautical and non-aeronautical purposes to include landings, takeoffs, storage of aircraft and sales of fuel; and

WHEREAS, Lessor and Lessee are committed to the proper operation, improvement, and continued development of the Airport; and

WHEREAS, Lessor deems it advantageous to itself and to the operation of the Airport to lease to Lessee certain land/hangar/building/office as stated herein;

NOW THEREFORE, in consideration of the terms, premises, and mutual covenants contained herein and other good and valuable considerations, the sufficiency of which is hereby acknowledged, Lessor and Lessee covenant and agree as follows:

Section 1. Lease Premises

A) Lessor does hereby lease to Lessee approximately **2,800 sq. ft.** (W33) of land more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. Term

A) This lease shall be for the term of **7 years**. Thereafter, this lease may not be renewed or extended.

B) **Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises and Improvements in good and serviceable condition, reasonable wear and tear excepted. Thereafter, the Lessor shall have the right to enter and take possession of the Premises and Improvements, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises at the end of



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the Initial Term or the Extended Term shall not be construed to be the granting or exercise of any additional term.

Any Improvements erected or constructed on the Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written approval of the Lessor. Upon termination or expiration of this Lease, title to the Premises and Improvements shall vest in the Lessor; provided, however, that the Lessor shall have the option to require Lessee to remove any Improvement (or a portion thereof) and restore the Premises and surrounding areas to the condition existing immediately prior to the construction of such Improvement.

Section 3. Consideration

- A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay yearly the sum of \$ 616.00. The first year's payment is to be made at lease execution. Thereafter, all future payments shall be made on or before the first working day of the month/year due for the term of this agreement plus any extensions thereto.

Lessee agrees that the lease payment listed herein shall be subject to review and adjustment by Lessor at three (3) year intervals throughout the term of the lease and prior to any extensions granted. Any adjustment to the lease payment shall be based on the U.S. Department of Commerce's Consumer Price Index (CPI). The adjusted lease fee shall be calculated on the third (3rd) year anniversary of this lease and recalculated at subsequent three (3) year intervals. Such increase in the lease payment shall begin immediately upon request from Lessor and continue at that rate until the next three-year anniversary. Upon review, if the CPI shall have decreased as compared to the previous review date, the lease fee for the subject Land/Hangar/Building/Office shall not be decreased, but shall remain at the same level as was charged during the preceding three (3) year period.

- B) All lease payments shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Weslaco, Hidalgo County, Texas by mail or delivery as specified in Section 13. Notice Requirements of this agreement.
- C) In the event Lessee fails to remit any payments when the same are due, interest at the rate of 10 % shall be charged by Lessor beginning on the tenth (10) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than thirty (30) days, this lease may be terminated by Lessor.
- D) Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor owned real property located at the Airport under Lessor's policy which shall be for the sole benefit and



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protection of Lessor. Lessee should provide his own insurance coverage for any personal property located in or on the Land/Hangar/Building/Office and is required herein to provide business liability insurance in an amount of \$1,000,000.00 per occurrence. Certificates of such required insurance shall be furnished by Lessee to Lessor and certificates presently then in effect shall be on file at all times and Lessor shall be listed as an additional insured with the condition that said insurance shall provide Lessor notice of any cancellation of said insurance. Any changes in those certificates must have prior written approval of Lessor.

- E) Any sum that Lessee is obligated to pay to Lessor arising from or relating to this agreement or Lessee's use, occupancy or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed by Lessor), fines, civil penalties, damages, claims, interest, charges and utility charges.
- F) Lessee shall pay all taxes, fees, assessments, and levies that relate to Lessee's use, occupancy, or operation at the lease premises or the Airport and all other obligations for which a lien may be created relating thereto. Within thirty (30) days Lessee shall remove any such lien that may be created or commence a protest of such lien by depositing with Lessor cash or other security acceptable to Lessor in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the lease premises, Lessee shall include in such agreement a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against Lessor's real property or any interest therein.

Section 4. Use of Lease Premises

- A) Lessee and Lessee's associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulation that are applicable to Lessee's use, occupancy, or operations at the lease premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law and other pronouncements of any kind having the effect of law including, but not limited, to the Airport Rules and Regulations, City of Weslaco master plans and zoning codes, and all laws and regulations pertaining to the environment, any and all plans and programs developed in compliance with such requirements and all lawful, reasonable, and nondiscriminatory airport policies and other requirements.
- B) Lessee agrees that the leased Land/Hangar/Building/Office may be used for any noncommercial aeronautical activity which must be made known to and agreed upon by Lessor and for no other purposes.
- C) Lessee may park his and/or his passenger's privately owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.
- D) Lessee may store containers of aviation oil, in accordance with the Airport Rules and Regulations, inside the Hangar for aircraft use so long, and only so long, as such oil is



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contained in marked, approved containers. Such storage will be at the discretion of and with written approval from the local fire marshal if such storage is allowed under local fire codes.

- E) Lessee agrees that he will at all times keep the premises of the Land/Hangar/Building/Office, including the inside and the outside of the Hangar/Building/Office, clean and free of trash, litter, tall grass, weeds, junked automobiles, and scrap aircraft parts. Lessee shall abide by all applicable rules and regulations of the Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil. Lessee further agrees to abide by the manufacturer's directions in regards to the use, storage, and disposal of all pesticides, herbicides, and other chemicals plus their containers used at the airport. Should Lessee fail to keep the leased Land/Hangar/Building/Office clean and free of hazards, Lessor may, after thirty (30) days written notice, arrange for the cleanup of the littered or hazardous area. Such cleanup shall be charged to Lessee and payable on demand. Failure to render proper payment for such cleanup and/or general disregard for the considerations and restrictions listed in this lease agreement are grounds for Lessor to terminate this lease.
- F) Lessee agrees that the usage of the Land/Hangar plus any associated apron shall be limited to the parking/hangaring of his personal/company owned aircraft. No automobile, bus, truck, or other transportation mode may be permanently or habitually parked or stored on/in the Land/Hangar except in approved automobile parking areas and as agreed upon by Lessor.
- G) Lessee agrees that he will not conduct any commercial activity such as pilot instruction, aerial spraying, charter flights, air taxi, sight-seeing, aerial photography, aircraft engine or airframe repair, avionics repair, or any other at the Airport without the written consent of Lessor. Any such approved commercial operation must be in accordance with a separate agreement with Lessor.
- H) Lessee agrees that he will not store or permit the storage of any fuel or hazardous, volatile, and/or dangerous chemicals on/inside the Land/Hangar/Building/Office except as authorized in this agreement without the written consent of Lessor.
- I) Lessee agrees not to fuel or defuel any aircraft parked inside the Hangar.
- J) Lessee agrees to have a sufficient number of fire extinguishers of acceptable size as determined by the local fire marshal inside the Hangar/Building/Office. Such fire extinguisher(s) shall be readily accessible in the event of a fire.
- K) Lessee agrees that he will not operate any non-aviation related business or activity on/in the Land/Hangar/Building/Office without the expressed written consent of



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Lessor. Any such non-aviation related business or activity must be so established by a separate agreement.

- L) Lessee agrees that none of the leased premises shall be used for residential purposes or any other purpose prohibited by any federal, state or municipal law, statute, regulation or ordinance

Section 5. Sublease, Assignment, or Sale

- A) The Lessee shall not sublease, assign, sell, or transfer this agreement or any right hereunder to any person, corporation, or association. Any such sublease, assignment, sale, or transfer shall be grounds, at the option of the Lessor, to immediately terminate this lease agreement. Lessor shall have the right, in Lessor's sole discretion, to assign any of its rights under this agreement and upon any such assignment, Lessee agrees that Lessee shall perform its obligations under this agreement in favor of such assignee.

Section 6. Termination

- A) This contract agreement may be prematurely terminated by Lessor or Lessee if either fails to abide by the terms and conditions expressed herein and due the complainant and so decreed by a court of competent jurisdiction. Lessee shall have no more than fifteen (15) days upon notification to resolve said violation(s). Should Lessee be declared bankrupt or incompetent, this contract agreement shall immediately terminate. In the event Lessee fails to make timely payments of all taxes or fees, fails to provide proof of required insurance, uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for thirty (30) consecutive days, or violates any of the terms and conditions of this contract agreement, Lessor has the right to terminate this contract agreement and retake possession of any Airport property leased to or under the control of Lessee.
- B) Lessee agrees and understands that Lessor reserves the right to further expand, develop, or improve the airport, including the termination of this lease agreement, in such instance that the continued leasing of the Land/Hangar/Building/Office would have a negative impact on any proposed development or improvements at the Airport. This contract agreement may be terminated regardless of the desires, wishes, or views of Lessee and without interference or hindrance from Lessee, but only so long as such expansion, development, or improvements are shown on a Texas Department of Transportation and/or FAA approved Airport Layout Plan or Master Plan.
- C) This agreement may be prematurely terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this contract hereunder, and neither Lessor nor Lessee shall have any derogatory remarks or entries made upon their resumés or upon any public or private records which would indicate failure to successfully fulfill the conditions of this agreement.


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- D) At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall be liable for any and all expenses incurred by Lessor in such action.
- E) Upon any expiration or termination of this Agreement, Lessee, at Lessee's sole cost, shall (i) promptly and peaceably surrender to Lessor the lease premises "broom clean", free of debris, and in good order and condition: (ii) repair in a good and workmanlike manner any damage to the lease premises or the Airport that arises from or relates to Lessee's use, occupancy, or operations under this Agreement (iii) deliver to Lessor all keys and access credentials relating to the Airport (iv) perform Lessee's environmental obligations as provided in this Agreement; and (v) remove all movable personal property and trade fixtures that are not owned by Lessor. All property that Lessee leaves on the lease premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to and without any obligation to account to Lessee or any other person. Lessee shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Lessee shall not be released from Lessee's obligations under this Agreement in connection with surrender of the lease premises until lessor has inspected the lease premises and delivered to Lessee a written acceptance of such surrender.

Section 7. Hold Harmless

- A) Lessee agrees to save and hold harmless Lessor and its agents, servants, and employees of and from any and all liabilities, expenses, causes of action, damages, and/or attorney's fees resulting from or as a result of any of Lessee's businesses, operation, occupancy, or use of the Airport or from any act or omission of Lessee's agents, servants, or employees.

Section 8. Maintenance of Landing Area

- A) Lessee understands and agrees that Lessor reserves the right, but not the obligation, to maintain the Airport to at least the minimum standards as recommended by the FAA and/or the Texas Department of Transportation. Such right includes the right to maintain and keep in repair all public use areas at the Airport and the right to direct and control all activities as necessary at the Airport.

Section 9. Non-Discrimination



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- A) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant/Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.
- B) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and other applicable Laws and Regulations, and shall obtain such compliance from any sub-leases or other parties holding lower tier agreements (to the extent the same are permitted by this Agreement).

Section 10. Exclusions

- A) Nothing in this Agreement shall be construed to grant to Lessee any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Lessee's exclusive use as provided herein).
- B) This Agreement shall be interpreted to preserve Lessor's rights and powers to comply with Lessor's Federal and other governmental obligations.
- C) This Agreement is subordinate to the provisions of any agreement between Lessor and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of Lessor entering any agreement or participating in any program applicable to the Airport (including, but not limited to, those providing funding), Lessee agrees to consent to any such modification. If a governmental authority determines that any act or omission of Lessee or Lessee's Associates has caused or will cause Lessor to be noncompliant with any of Lessor's government


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commitments (including, but not limited to, any assurances or covenants required of Lessor or obligations imposed by law), Lessee shall immediately take all actions that may be necessary to preserve Lessor's compliance with the same. Without liability to Lessor, Lessor shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

Section 11. Force Majeure

- A) No act or event, whether foreseen or unforeseen, shall operate to excuse Lessee from the prompt payment of rent or any other amounts required to be paid under this Agreement. If Lessor (or Lessee in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and that such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.

Section 12. Rights and Remedies

- A) Except as expressly set forth in this Agreement, the rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist.

Section 13. Notice Requirements

- A) This Agreement has specific and strict notice requirements. All payments by Lessee are to be made to Lessor through the Aviation Director at Weslaco Mid-Valley Airport, 1909 Joe Stephens, Weslaco, TX 78596.**

All notices between the Lessor and Lessee shall be sent to the following addresses for Lessor in paragraph B and for Lessee in paragraph C. All notices shall be sent regular mail and certified mail return receipt requested. No other form of payment or notice will be accepted. Notice by email is not accepted.

- B) Notice to Lessor is to be sent to:


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Aviation Director
Weslaco Mid-Valley Airport
1909 Joe Stephens
Weslaco, TX 78596

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596

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C) Notice to Lessee to be sent to:

Lessee Name: John Garric
Address: 5301 Guava Dr.
Harlingen, TX 78552

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D) Either Lessor or Lessee may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

Section 14. Miscellaneous

A) This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Texas. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the District Court for the State of Texas sitting in Hidalgo County, Texas so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING

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TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.

- B) No amendment to this Agreement shall be binding on Lessor or Lessee unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.
- C) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates is not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
- D) This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.
- E) Lessee acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Lessee shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Lessee complies with the same Lessee shall have the right to defend any such request for confidentiality at Lessee's expense.
- F) This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.
- G) Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.
- H) The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Lessee shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Lessee consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in



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this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

- I) Lessee is not authorized to install or operate any signage outside of enclosed structures on the lease premises or at the Airport, except with the prior written approval of Lessor, which may be given or withheld in Lessor's sole discretion. Any approved signage shall be at Lessee's expense and shall comply with local, state or federal laws and regulation. Lessee shall not advertise or permit other to advertise at the Airport by any means, whether or not such advertising is for profit.
- J) Lessor and its associates, agents or employees reserve the right to enter the lease premises at any time and the same does not constitute a trespass on the lease premises or a violation of any of Lessee's rights.
- K) Lessee warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this agreement as a legal, valid, and binding obligation of Lessee.
- L) Time is of the essence of this Agreement.


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EXECUTED this _____ day of _____, 2020.

City of Weslaco, Hidalgo County, Texas

Mayor

City Manager

Approved as to Form:

City Attorney

Attest: _____
City Secretary


Sept 25 2020

Lessee



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“EXHIBIT A”

HANGAR W33
70' X40'



A handwritten signature in black ink, appearing to be "JLH", written over a horizontal line.

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Standardized Agenda Request Form

Date of Meeting: October 6, 2020		Agenda Item No. (to be assigned by CSO): 2020-3616	
From:			
Subject: Discussion and consideration to accept the resignation of Ismael Quiroz from the Parks and Recreation Advisory Board and consider Resolution 2020-28 appointing a member to fill the unexpired term and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Omar Rodriguez Mike Perez		Created/Initiated Approved New	
City Manager Comments: Accept resignation.			
Staff Recommendation:			
Attachments, if any: Resignation Ismael Quiroz, Jr, Parks Recreation Advisory Board, Parks and Recreation applicant roster as of 100220, R2020-28 Parks member unexpired term			
Responsibilities upon Approval:			

Omar Rodriguez

From: Ismael Quiroz, Jr. [REDACTED]
Sent: Wednesday, September 16, 2020 10:02 AM
To: Omar Rodriguez
Cc: Mike Perez

Dear Omar Rodriguez,

It is with regret that I need to inform you about my decision to leave my position as Advisory Board Member of the Weslaco Parks Board. This will be effective immediately. As past president of the parks board, I was also a board member of The Valley Nature Center. I have already informed the VNC that I am leaving my position as a board member as well.

My daily family commitments and a heavy workload have made it very challenging for me to give the board the time it requires to be truly effective in my position.

I thank the City of Weslaco for the opportunity to make a contribution and I wish you, the board, and the Parks and Recreation Department the best and hope you can continue to provide our community with the best outdoor recreation.

Sincerely,

Ismael Quiroz

PARKS & RECREATION ADVISORY BOARD

<u>NAME</u>	<u>TERM SET TO EXPIRE</u>	<u>TERM EXPIRES</u>
Alejandro Livas	08/01/2020	08/01/2023
Caleb Joseph Cavazos	09/20/2020	08/01/2023
Ismael Quiroz	03/05/2021	08/01/2021
Oscar Caballero	10/09/2022	08/01/2022
Johnny Cavazos	10/16/2022	08/01/2022
Nina Torkelson	10/22/2022	08/01/2022
Enrique "Ricky" Rodriguez	11/18/2022	08/01/2022

Please note: Resolution 2020-25 that the following members terms will expire on the first (1st) day of August of each year in compliance with Ordinance 83-15 Section 98-86 for the Parks & Recreation Board.

APPLICANTS PARKS AND RECREATION BOARD

FIRST NAME	LAST NAME	APPLICATION DATE
Carla	Mcaleb	10/1/2020

As of 10.02.20

RESOLUTION NO. 2020-28

**A RESOLUTION OF THE CITY OF WESLACO
APPOINTING A MEMBER TO AN UNEXPIRED TERM
ON THE PARKS & RECREATION BOARD**

WHEREAS, the City of Weslaco established the Parks & Recreation Board pursuant to the Weslaco Municipal Code of Ordinance codified as Part II Chapter 98 – Parks and Recreation; and

WHEREAS, The Parks and Recreation board shall be an advisory board and make recommendations to the city commission. The city commission shall have final approval of all goals and objectives that will be implemented within the parks and playgrounds of the city; and

WHEREAS, Article IV, Section 98-86 Parks and Recreation Board states members shall be appointed for terms of three years; provided that where the appointment is to fill a vacancy of an existing member prior to the expiration of his term, such appointment shall be for the remainder of the term of the predecessor. Upon the expiration of each term of each of these seven members, a like number of those whose terms shall expire shall be appointed to serve for a term of three years from **August 1st of each year** until their successors are appointed and shall qualify.

WHEREAS, the resignation of Board member Ismael Quiroz necessitates the appointment of a member to fill the vacancy for the remainder of the term.

WHEREAS, the Parks & Recreation Board members shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS that the following member is appointed for the remainder of the term expiring on the first (1st) day of August 2021.

NAME

UNEXPIRED TERM

08/01/2021

PASSED AND APPROVED on this 6th day of October 2020.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: October 6, 2020		Agenda Item No. (to be assigned by CSO): 2020-3598	
From: Rebekah De La Fuente			
Subject: Discussion and consideration after public hearing on behalf of Juan Gonzalez to approve a Conditional Use Permit to operate an indoor shooting range at 2949 N. Texas Blvd., also being Lot C-1, Amended Apostolic Assembly Church Subdivision, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (There was no action on September 15, 2020; staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to obtain a Conditional Use Permit to operate an indoor shooting range. Seventeen (17) property owners within 200 feet of the applicant's property were notified by letter on August 21, 2020			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on August 17, 2020			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning & Zoning Commission recommended denial of the conditional use permit at the Regular meeting of September 2, 2020.			
Aida Vega Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Deny.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 2949 N Texas- Aerial, 2949 N Texas Blvd- attachments, Email from property owner, Preliminary Range Design 25yd 7 lanes, CUP- 2949 N Texas- Memo			
Responsibilities upon Approval: Staff will advise applicant			

Conditional Use Permit

Indoor Shooting Range

Legend

 2942 N Texas



Google Earth

© 2020 Google

W Merida St

88

Texas Blvd N

Austin St

N Illinois Ave

N

700 ft



APPLICATION FOR CONDITIONAL USE PERMIT

The Planning & Zoning Commission meets every 1st Wednesday of each month at 5:30 pm.

The City Commission meets every 1st and 3rd Tuesday of each month at 5:30 pm

CUP
FILE NO. 20-00009

PROPOSED PROJECT

Legal Description of Property for which Conditional Use Permit is requested:

Lot C-1 Block _____

Subdivision Name 2949 APOSTOLIC ASSEMBLY CHURCH SUBDIVISION

Street Address 2949 NORTH TEXAS

Existing Zoning B-1 Existing Land Use VACANT

Purpose for the Conditional Use Permit Request CONSTRUCTION OF INDOOR SHOOTING RANGE

What, if anything, is planned to minimize the impact on the surrounding land uses: INDOOR SHOOTING RANGE WILL MEET OR EXCEEDS ALL MICH, OSHA/NRA LEAD SAFETY STANDARDS

- ☒ \$300.00 non-refundable filing fee, plus a \$5.00 processing fee
- ☒ Detailed dimensioned site plan/map must be submitted with this request.
- ☒ Survey and metes and bounds if the legal description is a portion of a lot.
- ☒ City and school tax receipts attached.
- ☒ I have received a copy of "CUP Application Instructions"

APPLICANT

Name JUAN/NELDA GONZALEZ Phone 956-314-2575

Address 3308 ROSEWOOD DRIVE Fax: _____

City Weslaco State TX Zip Code 78599 E-Mail: Nelda027@yahoo.com

OWNER

Name JUAN/NELDA GONZALEZ Phone 956-314-2575

Address 3308 ROSEWOOD DRIVE Fax: _____

City Weslaco State TX Zip Code 78599 E-Mail: Nelda027@yahoo.com

To the best of your knowledge are there any deed restrictions, restrictive covenants, etc., which would prevent the utilization of the property in the manner indicated?

Yes _____ No ✓

I certify that I am the actual owner of the property described above and this application is being submitted with my consent or I am authorized by the actual owner to submit this application and have attached written evidence of such authorization.

Signature [Signature] Date 07/27/2020
Owner
Signature [Signature] Date 07/27/2020
Applicant
Signature [Signature] Date 07/27/2020
Authorized Agent

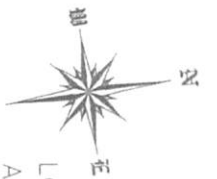
Accepted By _____ Date Paid _____
Notice of Public Hearing 200' of Proposed Site REC#: 02656324 1/29/2020 8:50 AM
P & Z Notice of Public Hearing OPER: VM TERM: 041
City Commission Notice in Newspaper AUTH #: 00398D
Presented to P & Z Commission Approved _____ Disapproved _____
Presented to City Commission Approved _____ Disapproved _____
TRAN: 202.0000 CONDITIONAL USE PERM
JUAN/NELDA GONZALEZ
2941 N TEXAS
101-400-1026
CONDITIONAL USE PER 305.00CR
TENDERED: 305.00 CREDIT CARD
APPLIED: 305.00-
CHANGE: 0.00

Escala

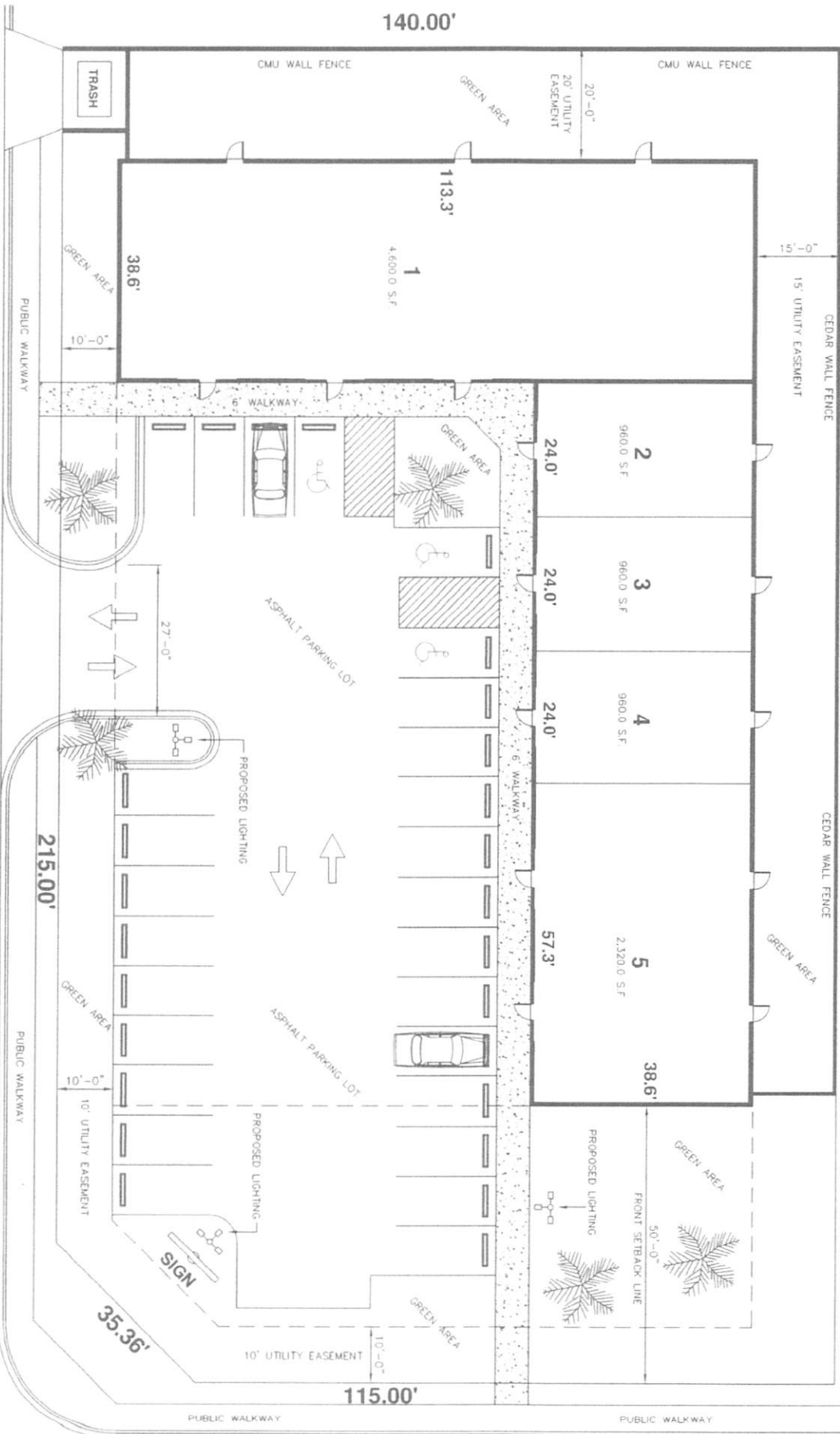
Design * Build
Residential & Commercial
956-458-6623

240.00'

LOT C1
APOSTOLIC ASSEMBLY CHURCH SUBDIVISION
WESLACO, TEXAS



140.00'



TOTAL BUILDING AREA: 9,800.0 S.F.

STREET

TEXAS BLVD.

2020

Account

Property ID: 1125948
 Geographic ID: A5508-00-000-00C1-00
 Type: Real
 Property Use Code: ARB20
 Property Use Description: ARB METHOD 2020

Legal Description: APOSTOLIC ASSEMBLY CHURCH LOT C1
 Zoning: CO
 Agent Code:

Location

Address: TEXAS BLVD
 TX
 Neighborhood: SWL TEXAS PROJECT
 Neighborhood CD: SWLTEX

Mapscot:
 Map ID: CWL DOC# 2844947

Owner

Name: GONZALEZ NELDA G & JUAN
 Mailing Address: 3308 ROSEWOOD DR
 WESLACO, TX 78599-3625

Owner ID: 1165603
 % Ownership: 100.000000000000%

Exemptions:

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$150,000	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$150,000
(-) Ag or Timber Use Value Reduction:	-	\$0

(=) Appraised Value	=	\$150,000
(-) HS Cap:	-	\$0

(=) Assessed Value:	=	\$150,000
---------------------	---	-----------

Owner: GONZALEZ NELDA G & JUAN
 % Ownership: 100.000000000000%
 Total Value: \$150,000

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	\$150,000	\$150,000	\$0.00
CWL	CITY OF WESLACO	0.696700	\$150,000	\$150,000	\$1,045.05
DR1	DRAINAGE DISTRICT #1	0.105100	\$150,000	\$150,000	\$157.65
GHD	HIDALGO COUNTY	0.575000	\$150,000	\$150,000	\$862.50
JCC	SOUTH TEXAS COLLEGE	0.173300	\$150,000	\$150,000	\$259.95
R02	ROAD DIST 02	0.000000	\$150,000	\$150,000	\$0.00

SST	SOUTH TEXAS SCHOOL	0.049200	\$150,000	\$150,000	\$73.80
SWL	WESLACO ISD	1.068700	\$150,000	\$150,000	\$1,603.05
W09	HIDALGO & CAMERON IRRG DISTRICT #9	0.000000	\$150,000	\$150,000	\$0.00
Total Tax Rate:		2.668000			
				Taxes w/Current Exemptions:	\$4,002.00
				Taxes w/o Exemptions:	\$4,002.00

No improvements exist for this property.

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	AC	ACREAGE	0.7640	33279.84	0.00	0.00	\$150,000	\$0

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2020	\$0	\$150,000	0	150,000	\$0	\$150,000
2019	\$0	\$166,399	0	166,399	\$0	\$166,399
2018	\$0	\$166,399	0	166,399	\$0	\$166,399

Date: July 27th, 2020
To: City of Weslaco
Planning & Zoning Department
From: Juan & Nelda Gonzalez
3308 Rosewood Drive, Weslaco, Texas 78599
Ref: Application for Conditional Use Permit

To whom it may concern, attached you will find the Application for Conditional Use Permit and the responses requested in the application. The proposed Indoor Shooting Range will be constructed as per all standards set forth under OSHA, NIOSH & NRA standards. Attached is our preliminary site plan and design of the facility that includes location of structure, landscaping, green area, fence, parking lot, proposed lighting, proposed signage, ingress and egress for traffic flow. No alcoholic beverages will be sold, and the tentative hours of operation will be from 7am-10pm. If you have any further questions, please call me at 956-314-2575 or email at nedla027@yahoo.com.



Juan/Nelda Gonzalez.



City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem, District 5
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

PLANNING DEPARTMENT

August 21, 2020

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, September 2, 2020, at 5:30pm and the City Commission will also hold a public hearing on September 15, 2020 at 5:30 p.m. VIA ZOOM MEETING to consider the following request:

Telephonic conferencing capabilities will be utilized to allow member of the public to participate remotely via Toll Free Dial In Number: 1-877-853-5247; Meeting ID: 994 4945 3615

Members of the public who wish to participate in Public Hearing on an agenda item must send their name, address and phone number via email to karevalo@weslacotx.gov by 12:00 pm on September 2, 2020. A staff member will contact you with instructions via phone call to address your public comment.

CONDITIONAL USE PERMIT REQUEST:

Juan Gonzalez is requesting a Conditional Use Permit to operate an indoor shooting range at 2949 N. Texas Blvd., also being Lot C-1, Amended Apostolic Assembly Church Subdivision, Hidalgo County, and Texas. Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission.

The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

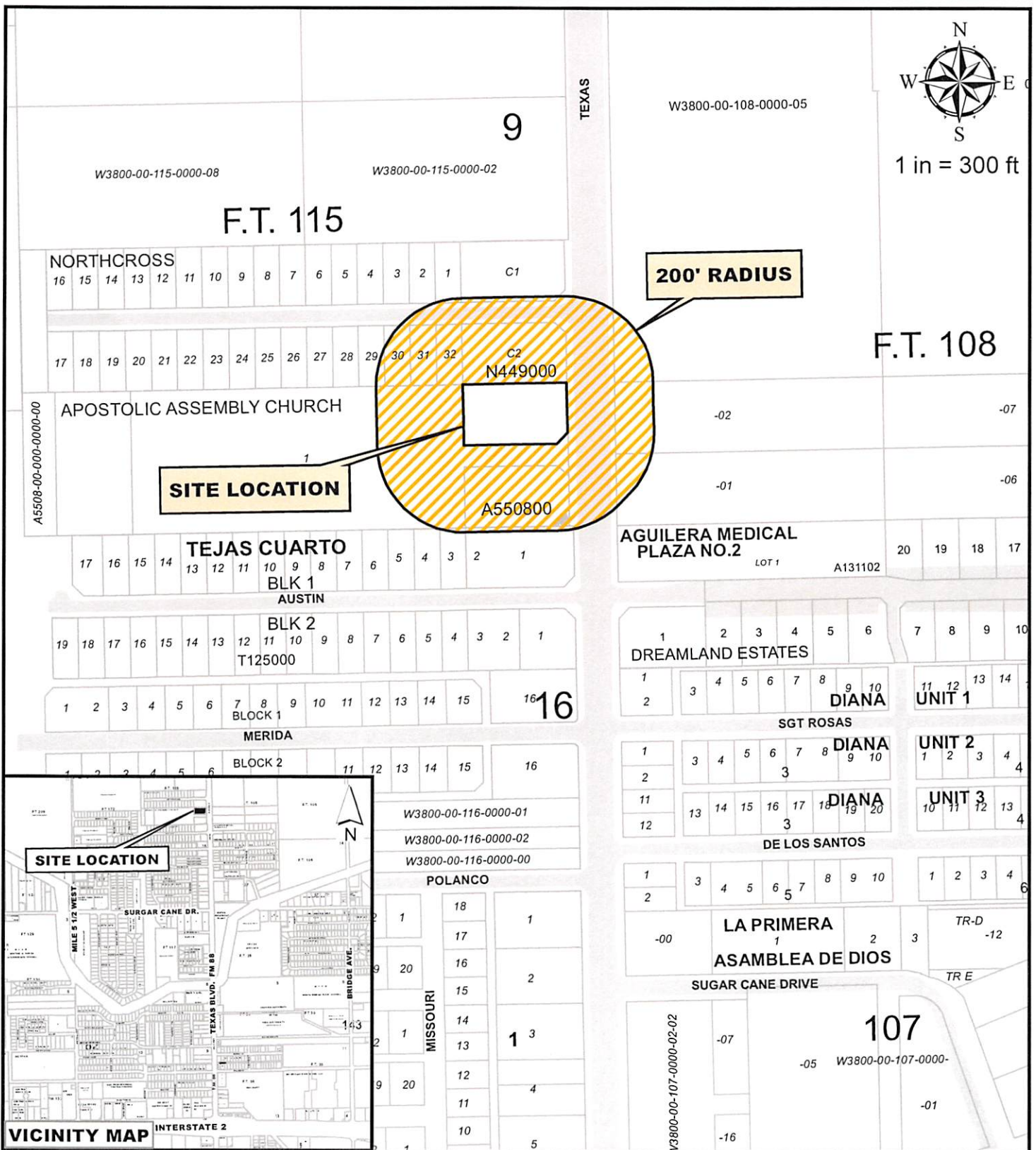
Si desea información en español, por favor llame al departamento de Planeación de la ciudad de Weslaco, (956) 447-3403.

Sincerely,

Rebekah de la Fuente, CFM
Planning Director

CITY OF WESLACO

Engineering Department



Juan / Nelda Gonzalez
2949 North Texas Blvd.
APOSTOLIC ASSEMBLY CHURCH, LOT C1
LOT 9, BLOCK 161, F.T. 115

Purpose for the Conditional Use Permit request

Existing zoning: B-1
Existing land use: Vacant
CUP request: Indoor Shooting Range



AUG 18, 2020

OCANAS JOSE G & MARIA 2921 N TEXAS BLVD WESLACO TX 78599-9696	T1250-00-001-0001-00 TEJAS CUATRO LOT 1 & LOT 2 BLK 1 2921 N TEXAS BLVD	L: 95392 B: 112301
CARR JOHN L & LINDA K 202 AUSTIN ST WESLACO TX 78599-9785	T1250-00-001-0003-00 TEJAS CUATRO LOT 3 BLK 1 202 AUSTIN ST	L: 22680 B: 105258
JUAREZ JULIO C & MARIA S 206 AUSTIN ST WESLACO TX 78599-9785	T1250-00-001-0004-00 TEJAS CUATRO LOT 4 BLK 1 206 AUSTIN ST	L: 22680 B: 48574
GARZA CARLOS I PO BOX 6105 MCALLEN TX 78502-6105	W3800-00-108-0000-01 WEST TRACT-E660'-N165'-S495' FT 108 2.50AC	L: 0 B: 0
COLUMBUS CLUB OF WESLACO 850 S IOWA AVE WESLACO TX 78596-7038	W3800-00-108-0000-02 WEST TRACT-THE WEST 2.5 ACRES OF THE NORTH 5 ACRES OF THE SOUTH	L: 20500 B: 82780
RODOLODO LTD 420 MALONE ST HOUSTON TX 77007-7115	W3800-00-108-0000-05 WEST TRACT-THE WEST 10.0ACRES OF THE NORTH 20.0ACRES OF FARM TRA 0	L: 410000 B: 0
APOSTOLIC ASSEMBLY OF THE FAITH IN CHRIST JESUS PO BOX 1894 WESLACO TX 78599-1894	A5508-00-000-0001-00 APOSTOLIC ASSEMBLY CHURCH LOT 1 2941 N TEXAS BLVD	L: 165165 B: 0
FISCAL ALMA DELIA 200 NORTHCROSS LN WESLACO TX 78599-8723	N4490-00-000-0001-00 NORTHCROSS LOT 1	L: 22680 B: 79820
AFFORDABLE HOMES OF SOUTH 1420 ERIE AVE MCALLEN TX 78501-5220	N4490-00-000-0002-00 NORTHCROSS LOT 2	L: 22680 B: 0
SCOTT STEVEN 207 NORTHCROSS AVE WESLACO TX 78599-8724	N4490-00-000-0029-00 NORTHCROSS LOT 29	L: 22680 B: 73770
AFFORDABLE HOMES OF SOUTH 1420 ERIE AVE MCALLEN TX 78501-5220	N4490-00-000-0030-00 NORTHCROSS LOT 30	L: 22680 B: 0
AFFORDABLE HOMES OF SOUTH 1420 ERIE AVE MCALLEN TX 78501-5220	N4490-00-000-0031-00 NORTHCROSS LOT 31	L: 22680 B: 0

AUG 18, 2020

VALERO ORLANDO & NANCY A 201 NORTHCROSS LN WESLACO TX 78599-8724	N4490-00-000-0032-00 NORTHCROSS LOT 32	L: 22680 B: 78012
AFFORDABLE HOMES OF SOUTH 1420 ERIE AVE MCALLEN TX 78501-5220	N4490-00-000-00C1-00 NORTHCROSS LOT C1	L: 166440 B: 0
GARCIA JUAN M DBA JJ HOME 2025 W MILE 11 N WESLACO TX 78599-1685	N4490-00-000-00C2-00 NORTHCROSS LOT C2	L: 99864 B: 0
APOSTOLIC ASSEMBLY OF THE PO BOX 1894 WESLACO TX 78599-1894	A5508-00-000-00C1-00 APOSTOLIC ASSEMBLY CHURCH LOT C1	L: 166399 B: 0
APOSTOLIC ASSEMBLY OF THE PO BOX 1894 WESLACO TX 78599-1894	A5508-00-000-00C2-00 APOSTOLIC ASSEMBLY CHURCH LOT C2	L: 166399 B: 0

Rebekah M. De La Fuente

From: valortraining <valortraining@yahoo.com>
Sent: Thursday, September 3, 2020 3:03 PM
To: Rebekah M. De La Fuente
Subject: Re: P & Z Agenda Item
Attachments: Sampe Range Design 25yd 7 lanes.pdf; Indoore Shooting Range Preliminary Design.pdf

Mrs. De La Fuente, here is the sample range drawings and update structure design plan that includes the suite (1) that will be used for indoor shooting range.

Just as a note, the construction of the walls will be four solid concrete walls (tilt up, filled with CMU). This is an addition to a bullet trap rubber berm that is required for an indoor shooting range.

Also, it will be built with a large HVAC system (roughly the size of a school bus), which will be installed at the roof-top to have the required airflow inside the structure.

The range will be a combination of a fixed position firing range, which are your standard ranges used by civilians and a tactical firing range which are design for use by law enforcement agencies. The design criteria is on page Z002 of the range plan designs on the top left.

I just wanted to provide with some insight. Thank you.

Police | Security | Civilian | Training | Consultants | Personal Protection Services

On Thursday, September 3, 2020, 01:59:52 p.m. CDT, Rebekah M. De La Fuente <rdelafuente@weslacotx.gov> wrote:

I will be sure to note it on the agenda item

Rebekah de la Fuente, CFM

Planning & Code Enforcement Director

City of Weslaco

255 S. Kansas Avenue

Weslaco, TX 78596

Ph: (956) 447-3401

Fax: (956) 973-3128

rdelafuente@weslacotx.gov

From: valortraining <valortraining@yahoo.com>

Sent: Thursday, September 3, 2020 9:24 AM

To: Rebekah M. De La Fuente <rdelafuente@weslacotx.gov>; valortraining <valortraining@yahoo.com>

Subject: Re: P & Z Agenda Item

Thank you. Sounds good. The big suite was the one for indoor shooting range. I will make that add on for city commission. Yes, I understand everything is by local, state and federal regulation.

Thank you for the response.

Sent from Yahoo Mail for iPhone

On Thursday, September 3, 2020, 9:21 AM, Rebekah M. De La Fuente <rdelafuente@weslacotx.gov> wrote:

>
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>
>
> They were mostly questioning the state regulations and wanting to know what you would have to do to the building to ensure its safe and sound proof. They also wanted to know which suite on your plaza would be used for the shooting range
>
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>
> Rebekah de la Fuente, CFM
>
> Planning & Code Enforcement Director
>
> City of Weslaco
>
> 255 S. Kansas Avenue

>
> Weslaco, TX 78596
>
> Ph: (956) 447-3401
>
> Fax: (956) 973-3128
>
> rdelafuente@weslacotx.gov
>
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>
> From: valortraining <valortraining@yahoo.com>
> Sent: Thursday, September 3, 2020 8:25 AM
> To: Rebekah M. De La Fuente <rdelafuente@weslacotx.gov>; valortraining <valortraining@yahoo.com>
> Subject: Re: P & Z Agenda Item
>
>
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>
> Thank you. Ok. Can you advise me what are the questions or concerns so I can prepare to have the right answers.
Thanks.
>
>
> Sent from Yahoo Mail for iPhone
>
> On Thursday, September 3, 2020, 8:21 AM, Rebekah M. De La Fuente <rdelafuente@weslacotx.gov> wrote:
>
>>
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>> Good Morning,
>>
>>
>>
>> We did have several residents that called in to speak out about the item. The P&Z Commission also had questions for you, however since you were not logged into the meeting they did not feel comfortable approving the item. They have recommended denial of the item at this time. Your item will still be presented to the City Commission on September 15th for final approval. It is highly encouraged that login to the Zoom meeting for the City Commission incase similar questions come up. Once it is posted I can send you the Zoom information for that meeting.
>>
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>>
>> Rebekah de la Fuente, CFM
>>
>> Planning & Code Enforcement Director

>>
>> City of Weslaco
>>
>> 255 S. Kansas Avenue
>>
>> Weslaco, TX 78596
>>
>> Ph: (956) 447-3401
>>
>> Fax: (956) 973-3128
>>
>> rdelafuente@weslacotx.gov
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>> From: valortraining <valortraining@yahoo.com>
>> Sent: Wednesday, September 2, 2020 8:32 PM
>> To: Rebekah M. De La Fuente <rdelafuente@weslacotx.gov>
>> Subject: Re: P & Z Agenda Item
>>
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>>
>> Rebekah, sorry I could big join the meeting. Please advise on the outcome. Thank you.
>>
>>
>> Sent from Yahoo Mail for iPhone
>>
>> On Monday, August 31, 2020, 9:56 AM, Rebekah M. De La Fuente <rdelafuente@weslacotx.gov> wrote:
>>
>>>
>>>
>>>
>>> My apologies, your item is on the meeting Wednesday. Kayla will be sending out the login information today
>>>
>>>
>>>
>>>
>>> Rebekah de la Fuente, CFM
>>>
>>> Planning & Code Enforcement Director
>>>
>>> City of Weslaco
>>>
>>> 255 S. Kansas Avenue
>>>

>>> Weslaco, TX 78596
>>>
>>> Ph: (956) 447-3401
>>>
>>> Fax: (956) 973-3128
>>>
>>> rdelafuente@weslacotx.gov
>>>
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>>>
>>> From: valortraining <valortraining@yahoo.com>
>>> Sent: Monday, August 31, 2020 8:55 AM
>>> To: Rebekah M. De La Fuente <rdelafuente@weslacotx.gov>
>>> Subject: Re: P & Z Agenda Item
>>>
>>>
>>>
>>>
>>>
>>> GM. Indoor shooting range CUP!
>>>
>>>
>>> Sent from Yahoo Mail for iPhone
>>>
>>> On Monday, August 31, 2020, 8:14 AM, Rebekah M. De La Fuente <rdelafuente@weslacotx.gov> wrote:
>>>
>>>>
>>>>
>>>> Please advise which item this is for
>>>>
>>>> Rebekah de la Fuente, CFM
>>>> Planning & Code Enforcement Director
>>>> City of Weslaco
>>>> 255 S. Kansas Avenue
>>>> Weslaco, TX 78596
>>>> Ph: (956) 447-3401
>>>> Fax: (956) 973-3128
>>>> rdelafuente@weslacotx.gov
>>>>
>>>>
>>>>
>>>> -----Original Message-----
>>>> From: valortraining <valortraining@yahoo.com>
>>>> Sent: Sunday, August 30, 2020 10:54 AM
>>>> To: Rebekah M. De La Fuente <rdelafuente@weslacotx.gov>; Virginia Mendoza <vmendoza@weslacotx.gov>
>>>> Subject: P & Z Agenda Item
>>>>
>>>> Good morning, please advise on status for Tuesdays meeting. Thank you.

>>>>

>>>> Police | Security | Civilian | Training | Consultants | Personal Protection Services

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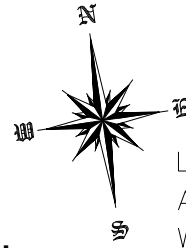
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>

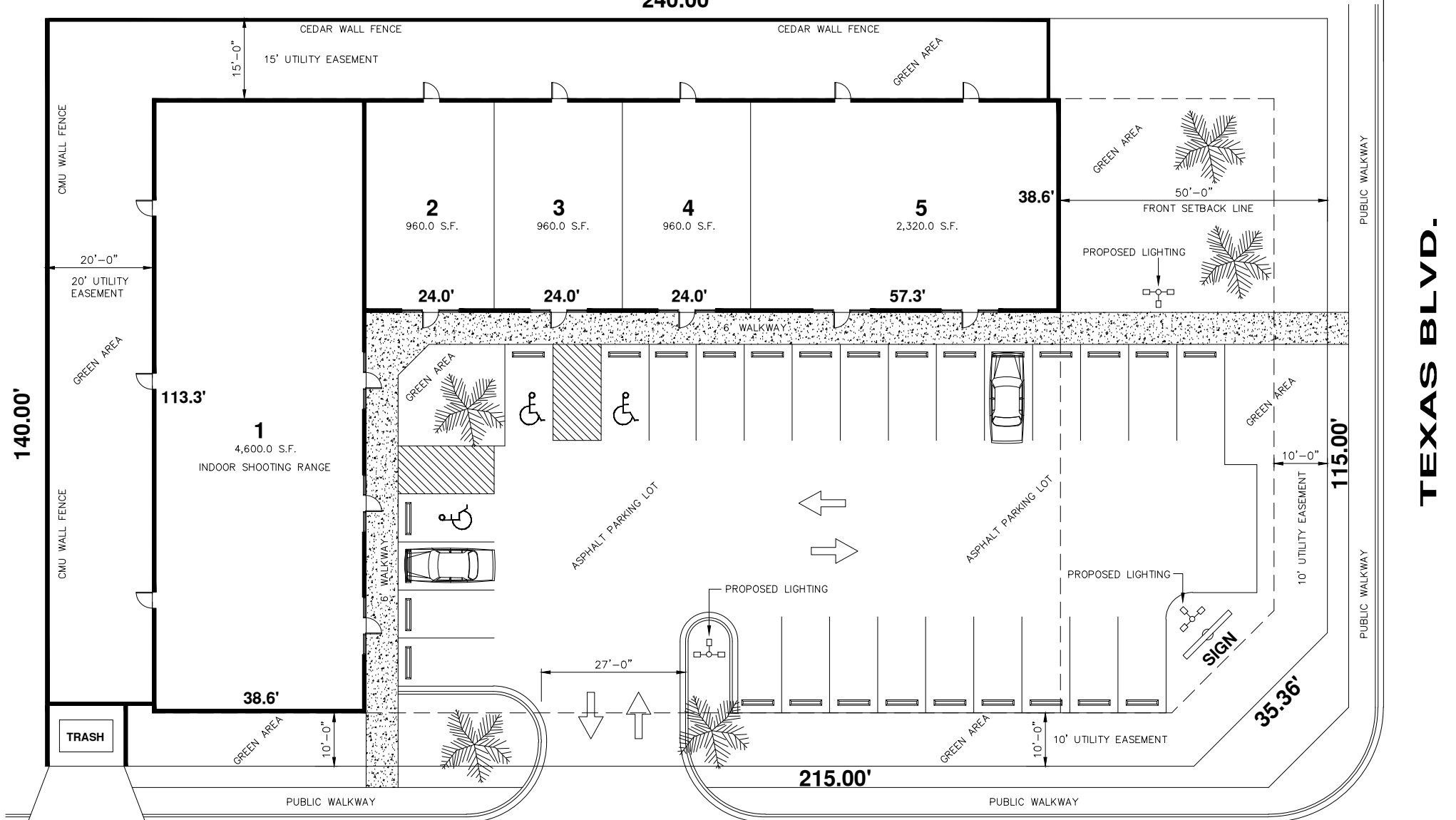
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>

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LOT C1
APOSTOLIC ASSEMBLY CHURCH SUBDIVISION
WESLACO, TEXAS



TOTAL BUILDING AREA: 9,800.0 S.F.

STREET

TEXAS BLVD.

SAVED: 2015-1-28 14:18:24 BY: WSHELLEY AT: S:\RDT(DRAFTING)\PROJECTS\OPEN\CLAYTON LOWERY #2\CAD_WORKING\STANDARD 7 LANE RBT.DWG

The logo for Action Target is displayed in a light gray, semi-transparent style. It features a target icon on the left, composed of concentric circles and a central bullseye, with a horizontal line passing through the center. To the right of the target, the words "ACTION" and "TARGET" are written in a bold, sans-serif, uppercase font, stacked vertically. The entire logo is positioned in the upper left quadrant of the page.

THE USE OF THESE PLANS SHALL BE RESTRICTED TO THE ORIGINAL PROJECT SITE FOR WHICH THEY WERE PREPARED. PUBLICATIONS EXPRESSLY LIMITED TO SUCH USE. RE-USE, REPRODUCTION, OR PUBLICATION BY ANY METHOD IN WHOLE OR PART IS PROHIBITED. DRAWINGS REMAIN THE PROPERTY OF ACTION TARGET INC. WITHOUT RESERVATION.

2012 ALL RIGHTS RESERVED

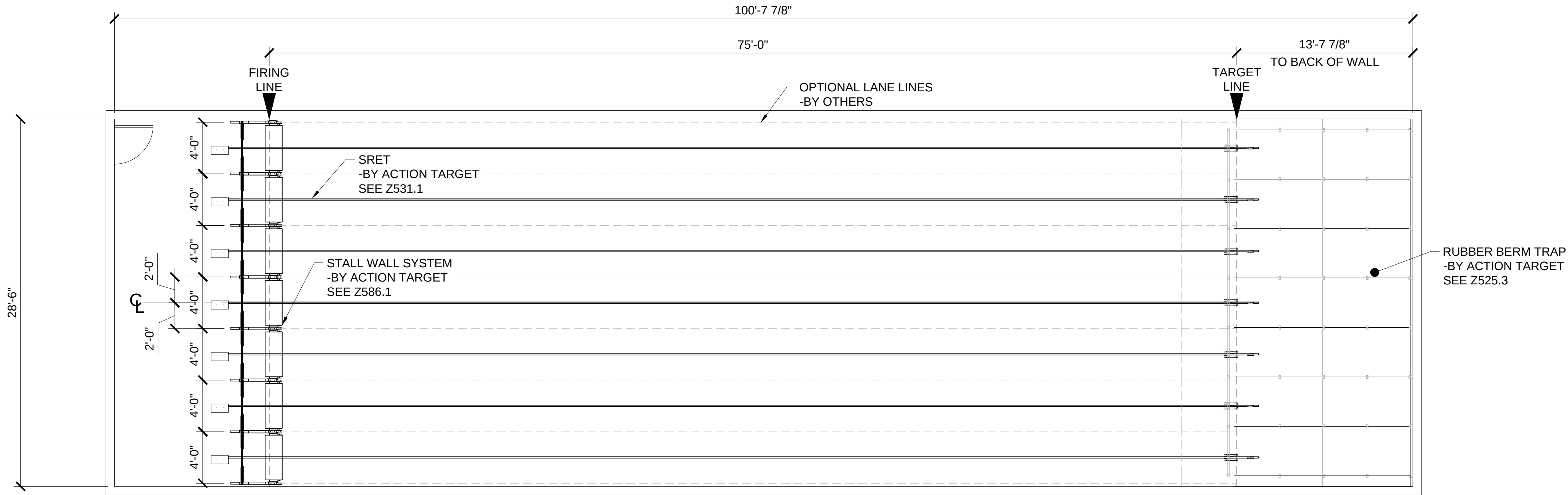
[illegible]

SCALED FOR ORIGINAL DRAWING AT 22" X 34"

Z001

ACTION TARGET INC.
2012 ALL RIGHTS RESERVED

NOT FOR CONSTRUCTION



RANGE PLAN
SCALE - 3/16" = 1'-0"

7 LANE RUBBER BERM RANGE		PROJECT NUMBER	11
		PROJECT DESIGNER	AARON LUDWIG
		PROJECT ENGINEER	JEREMY HADERLIE
		DRAWN BY	JACOB SHELLEY
		APPROVED BY	KEVIN HILL
		DATE	1-28-2015
		NOTES / KEY:	
No	BY	REVISION	DATE

Drawing Title:

RANGE
PLAN

SCALED FOR ORIGINAL DRAWING AT 22" X 34"

Drawing Number:

Z101

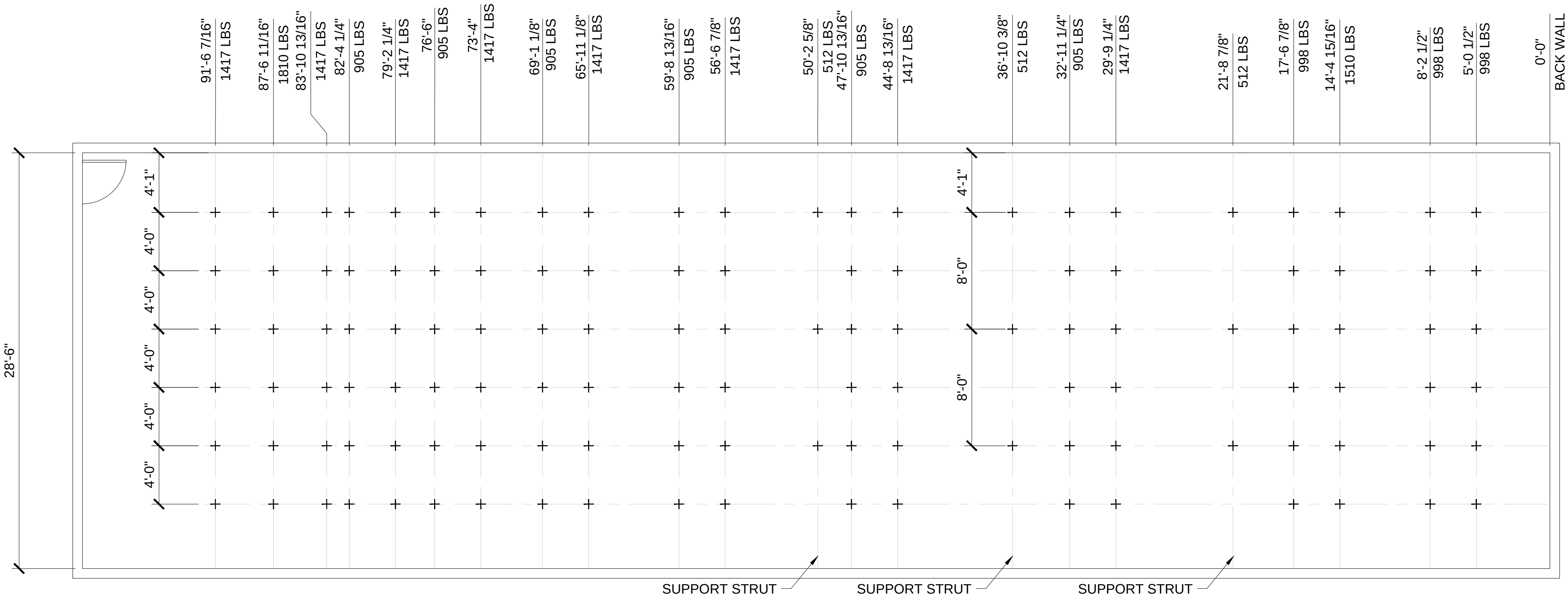


P.O. Box 636
Provo UT, 846030M
(801) 377-8033
(801) 377-8096 (Fax)
WWW.ACTIONTARGET.COM

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ACTION TARGET INC.
2012 ALL RIGHTS RESERVED

PRELIM
NOT FOR CONSTRUCTION



1
 Z102

BAFFLE HANGING POINTS
 SCALE - 3/16" = 1'-0"

NOTE:

WEIGHTS REFLECT ENTIRE ROW FROM INSIDE OF WALL TO INSIDE OF WALL.

NOTE:

CURRENT BAFFLES WEIGHTS SHOWN INCLUDE 7 S-RET RETRIEVERS. WEIGHTS WILL CHANGE IF ANOTHER RETRIEVER SYSTEM IS USED, RANGE WIDTH CHANGES, OR BAFFLE THICKNESS CHANGES.

7 LANE RUBBER BERM RANGE			DATE	
No	BY	REVISION	DATE	

Drawing Title:

BAFFLE
 HANGING POINTS

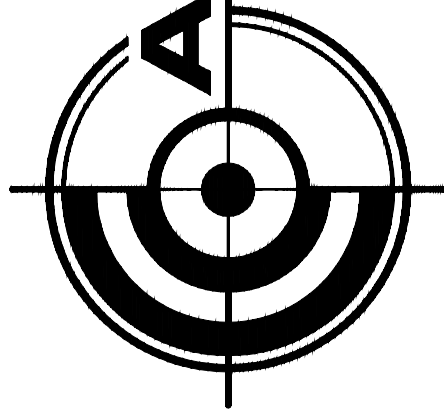
SCALED FOR ORIGINAL DRAWING AT 22" X 34"

Drawing Number:

Z102

PROJECT NUMBER	11
PROJECT DESIGNER	AARON LUDWIG
PROJECT ENGINEER	JEREMY HADERLIE
DRAWN BY	JACOB SHELLEY
APPROVED BY	KEVIN HILL
DATE	1-28-2015

NOTES / KEY:



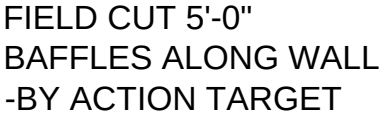
PRELIM
 NOT FOR CONSTRUCTION

(801) 377-8033
 (801) 377-8096 (FAX)
 WWW.ACTIONTARGET.COM
 P O BOX 636
 PROVO UT, 846030M

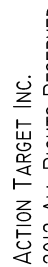
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REFLECTED CEILING PLAN



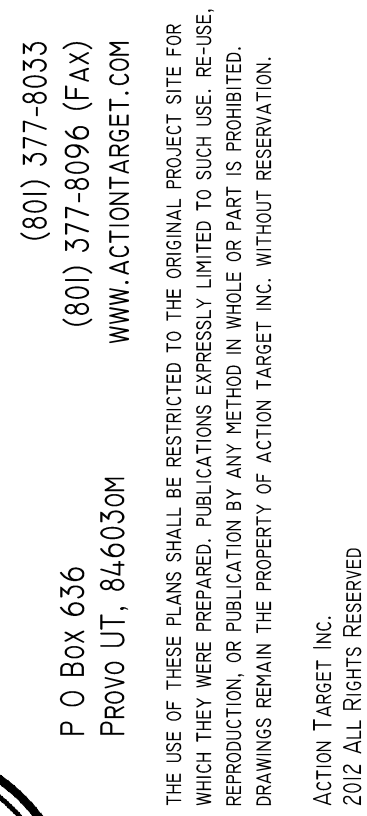
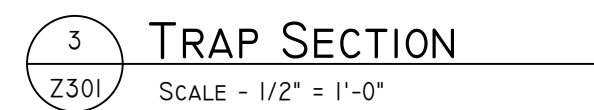
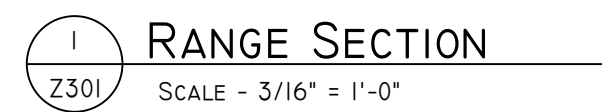
7 LANE RUBBER BERM RANGE

No	BY	REVISION	DATE
01	01/01/2018	01/01/2018	01/01/2018
02	01/01/2018	01/01/2018	01/01/2018
03	01/01/2018	01/01/2018	01/01/2018
04	01/01/2018	01/01/2018	01/01/2018
05	01/01/2018	01/01/2018	01/01/2018
06	01/01/2018	01/01/2018	01/01/2018
07	01/01/2018	01/01/2018	01/01/2018
08	01/01/2018	01/01/2018	01/01/2018
09	01/01/2018	01/01/2018	01/01/2018
10	01/01/2018	01/01/2018	01/01/2018

SCALED FOR ORIGINAL DRAWING AT 22" X 34"

Z103

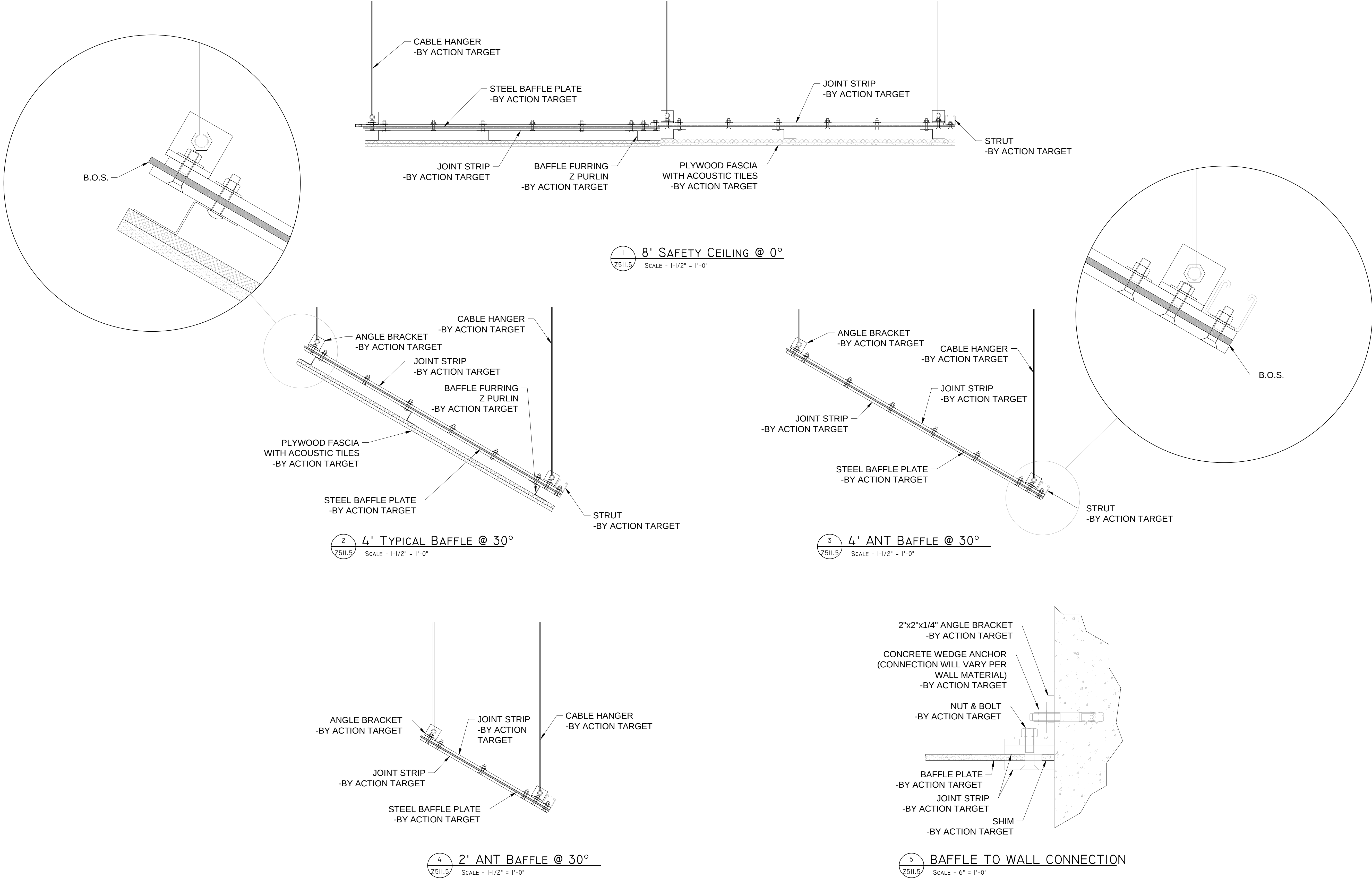
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[illegible]

SCALED FOR ORIGINAL DRAWING AT 22" X 34"

Z301

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7 LANE RUBBER BERM RANGE				PROJECT MANAGER AARON LUDWIG	
				PROJECT ENGINEER JEREMY HADERLIE	
				DRAWN BY JACOB SHELLEY	
				APPROVED BY KEVIN HILL	
				DATE 1-28-2015	
				NOTES / KEY:	

Drawing Title:

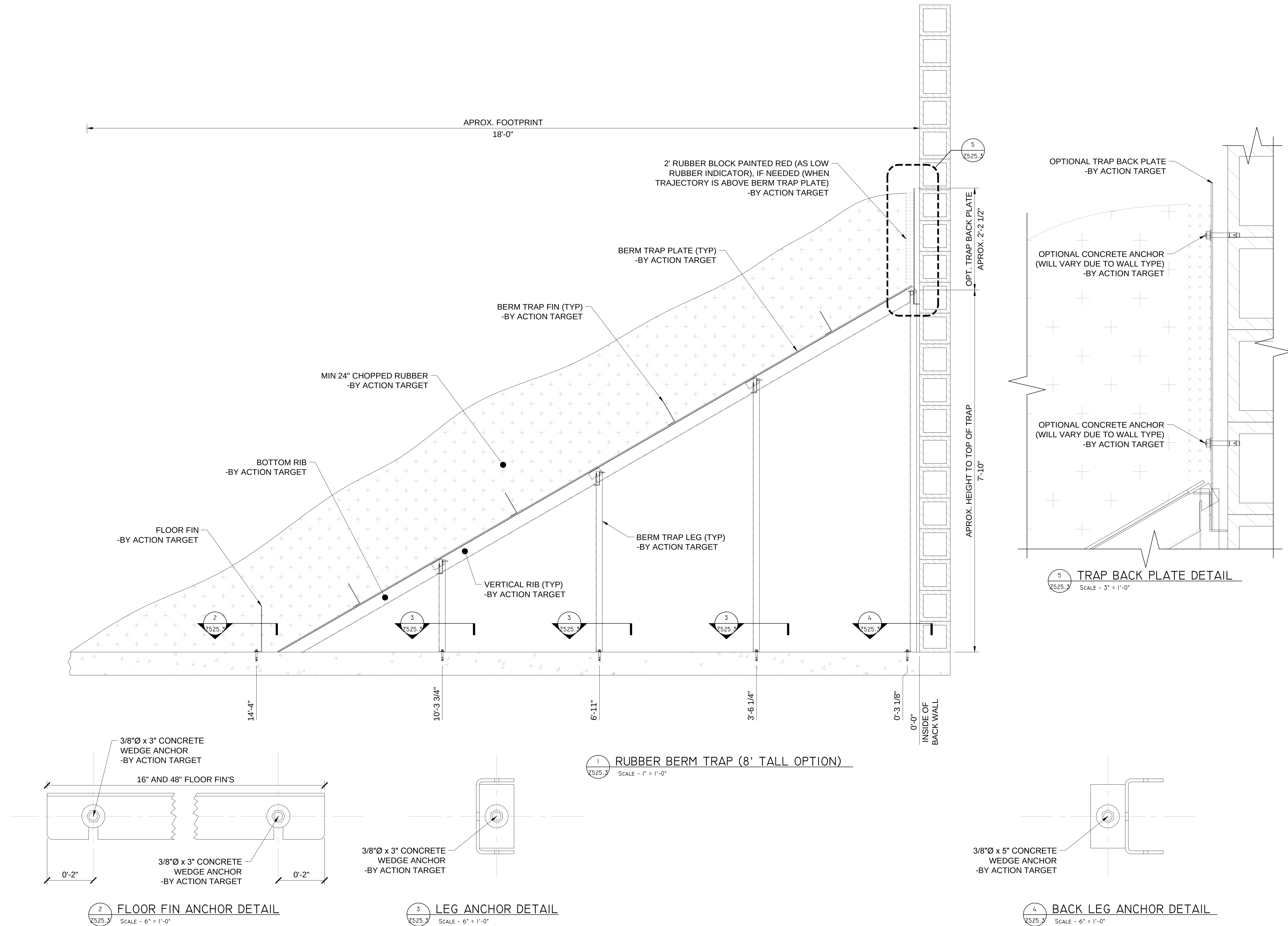
FIXED BAFFLE
(Z PURLIN) DETAILS

SCALED FOR ORIGINAL DRAWING AT 22" X 34"

Drawing Number:

Z511.5

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PROJECT NAME:		PROJECT NUMBER:		PROJECT OWNER:	
				ARON LUDWIG	
				JEREMY HADERLIE	
				DANIEL BY	
				APPROVED BY:	
				KEVIN HILL	
				DATE:	
				1-28-2015	
NOTES / KEY:					

DRAWING TITLE:

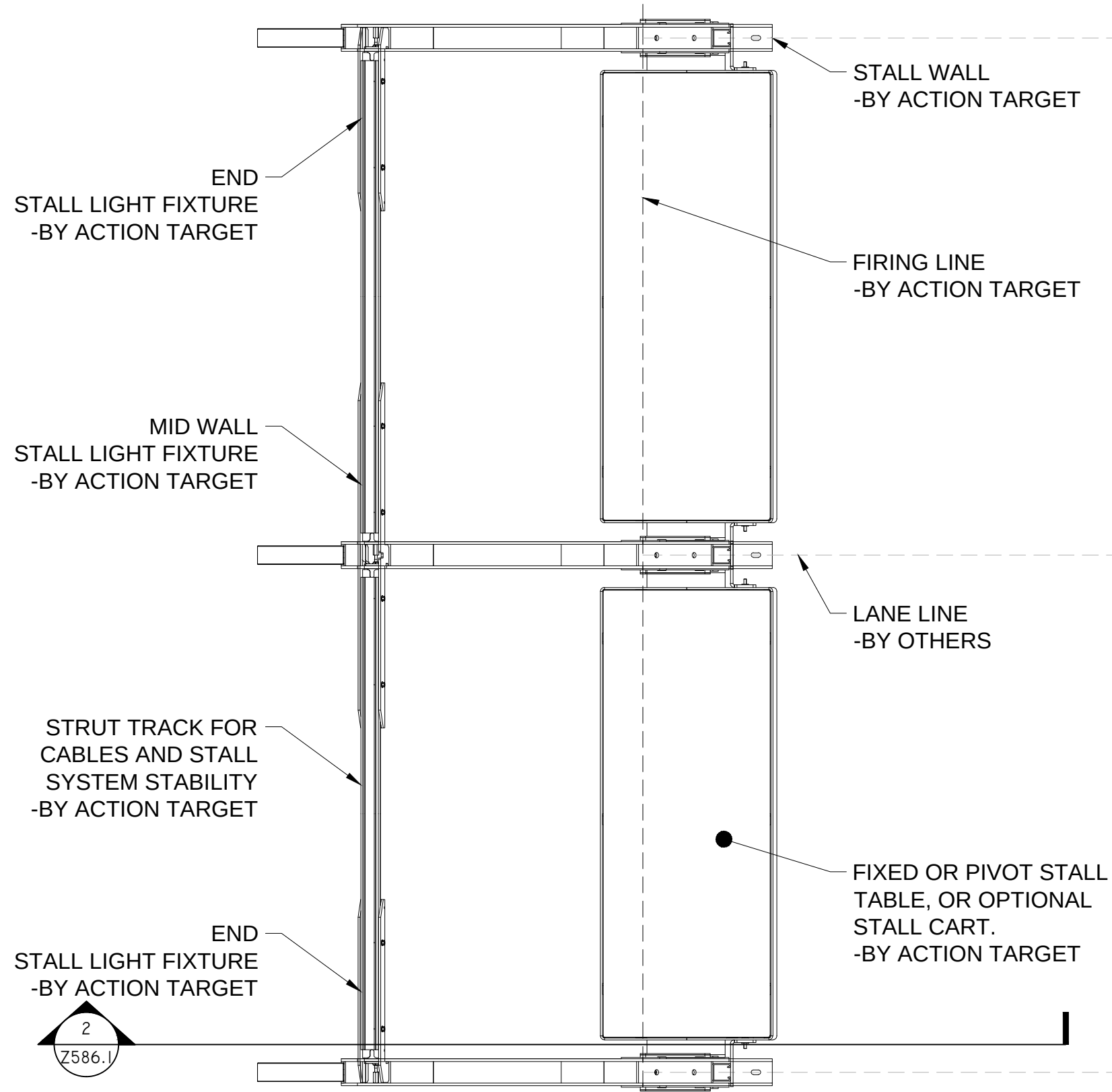
RUBBER BERM TRAP DETAILS

SCALED FOR ORIGINAL DRAWING AT 22" X 34"

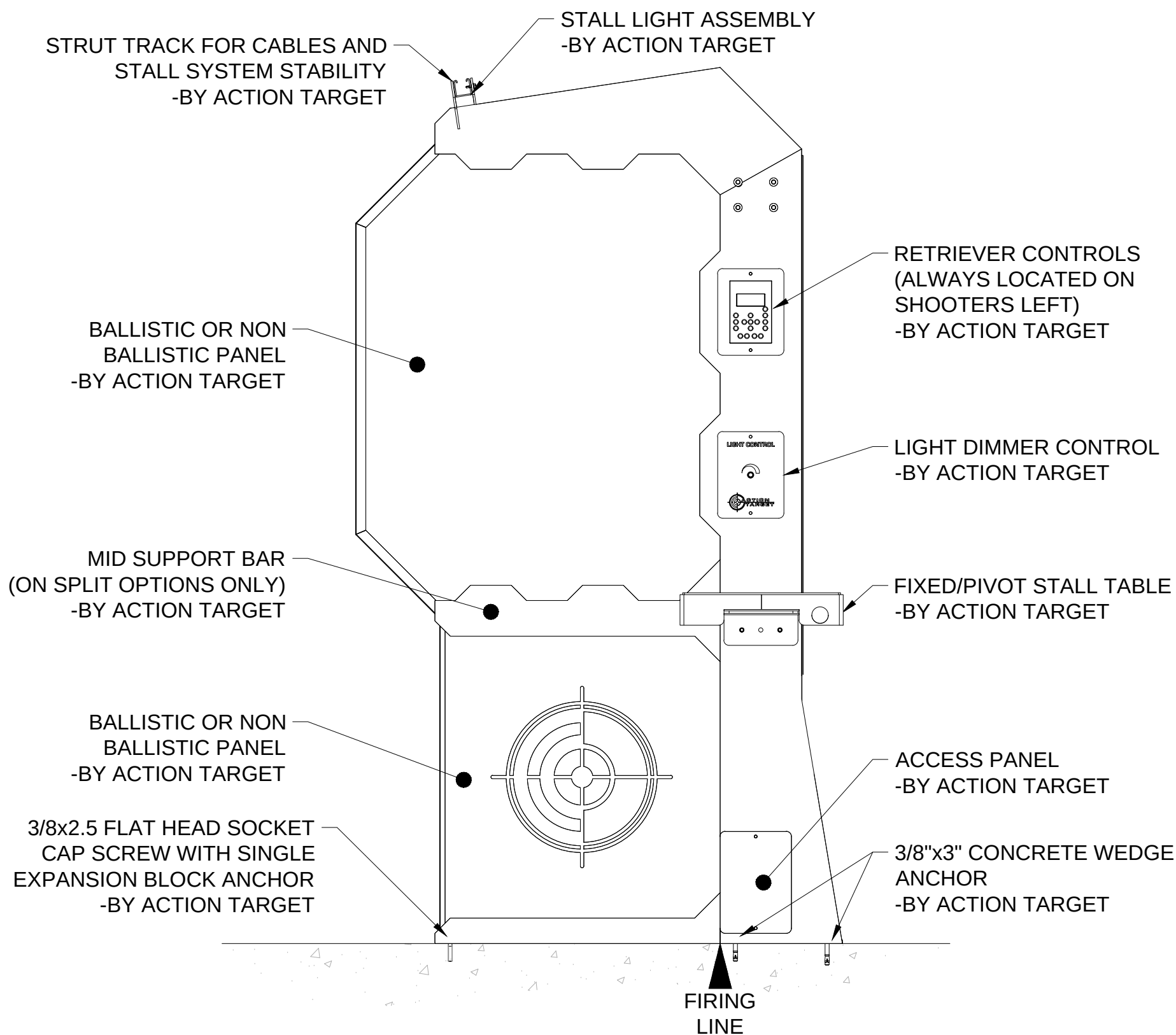
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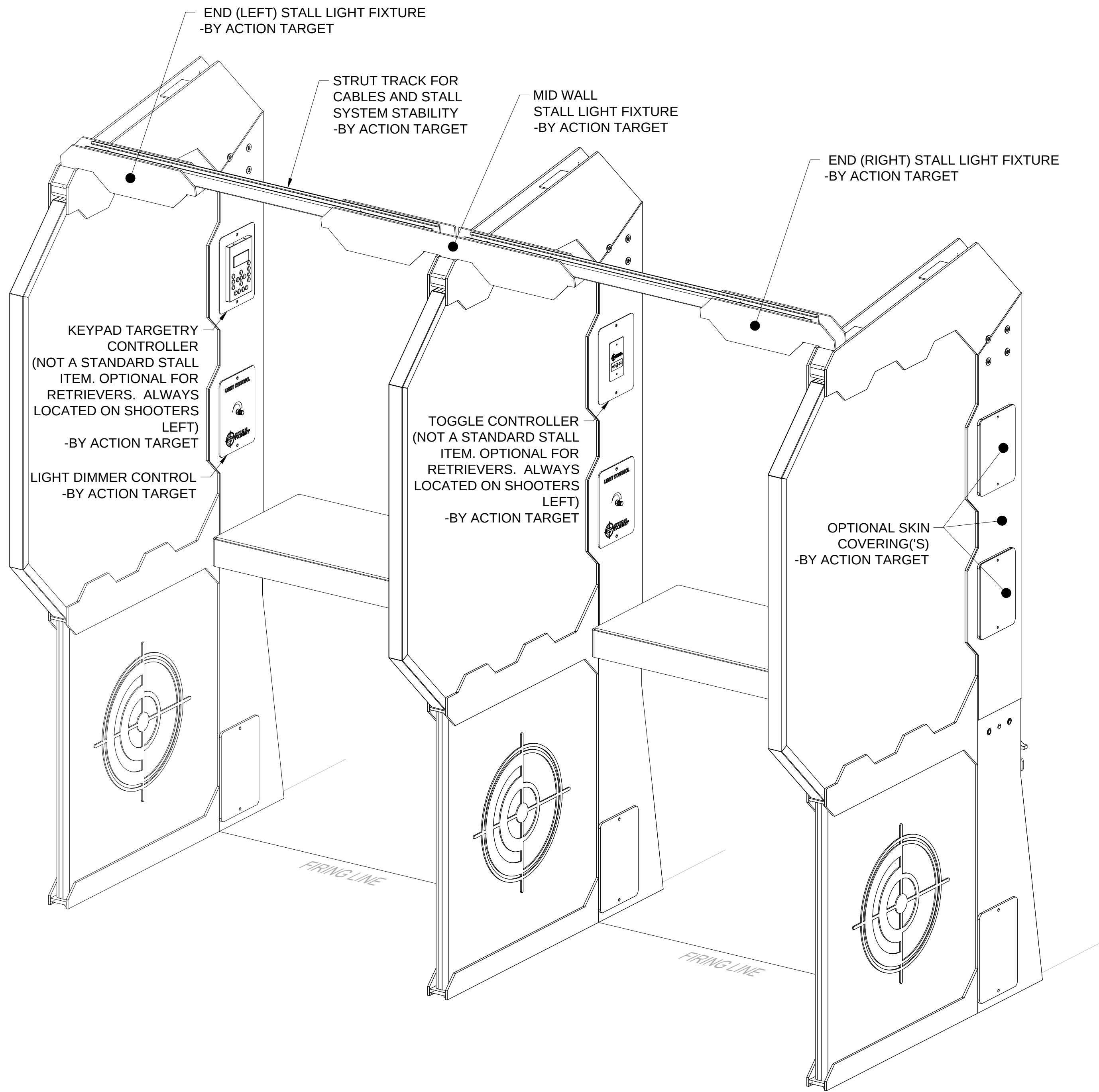
NOT FOR CONSTRUCTION



1 STALL PLAN VIEW
Z586.1 SCALE - 1" = 1'-0"



2 STALL SECTION VIEW
Z586.1 SCALE - 1" = 1'-0"



3 STALL ISO VIEW
Z586.1 SCALE - 1-1/2" = 1'-0"



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PROJECT NUMBER		PROJECT DESIGNER		PROJECT ENGINEER		DRAWN BY		APPROVED BY		DATE		NOTES / KEY:									
7 LANE RUBBER BERM RANGE		AARON LUDWIG		JEREMY HADERLIE		JACOB SHELLEY		KEVIN HILL		1-28-2015											
No	BY	REVISION	DATE																		

Drawing Title:

STALL
DETAILS

SCALED FOR ORIGINAL DRAWING AT 22" X 34"

Drawing Number:

Z586.1

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem, District 5
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

MEMO

TO: Mayor and City Commission

FROM: Rebekah de la Fuente, Planning & Code Enforcement Director

RE: CUP- 2949 N Texas

DATE: September 15, 2020

The applicant is proposing to construction an indoor shooting range at this location. In the packet is a proposed layout for the plaza and the indoor shooting range will be in Suite #1. The applicant will need to meet all state and federal regulations in order to operate a shooting range. During the Planning & Zoning Commission meeting we had four (4) property owners call in to speak against the item:

- Nancy Sanchez & Orlando Valero – 201 Northcross
- Juan Lopez- 202 Northcross
- Rogelio Cavazos- 205 Northcross
- Alma Mendiola- 200 Northcross

The property owners cited concerns over the safety of their neighborhood with a shooting range being within such close proximity. The Planning & Zoning Commission recommended denial of the conditional use permit because the applicant did not attend the meeting in order to answer questions. The Planning & Zoning Commission cited concerns on hours of operation, soundproofing of the building and safety.

A meeting was held on Thursday, September 17, 2020 with the applicant Mr. Juan Gonzalez, Police Chief Joel Rivera and the follow surrounding property owners:

- Bobby Calvillo- Affordable Homes
- Nancy Sanchez & Orlando Valero – 201 Northcross
- Juan Lopez- 202 Northcross
- Rogelio Cavazos- 205 Northcross
- Alma Mendiola- 200 Northcross
- April Avalos- 306 Northcross

Mr. Gonzalez stated that he is proposing hours of operation to be between 7:00 am to 10:00 pm, he would have security 24/7, he would not allow any gun of 45 caliber, and would comply with state, federal and OSHA Regulations.

The surrounding property owners cited concerns over the safety of their neighborhood especially for their children. The stated that many of them walk/jog along the neighborhood and along Texas to the property to the south where the applicant is proposing the shooting range. The also expressed concerns over the type of people that would be going to the shooting range.

Thank you,

Rebekah de la Fuente, CFM



"The City on the Grow"



Standardized Agenda Request Form

Date of Meeting: October 6, 2020		Agenda Item No. (to be assigned by CSO): 2020-3581	
From:			
Subject: Discussion and consideration on approval on the size of the Police and Fire Public Safety Building and authorize the Mayor to execute any related documents. Possible action. (There was no action September 15, 2020; staffed by City Manager)			
Background: **Update. Staff and ERO met and discussed the project budget and looked at methods to reduce the cost of the project without reducing the overall square footage of the building. Based on our discussions, ERO has changed the design costs on the building structure, roofing, interior and exterior walls. The revised project for both Fire and PD are \$8,300,000.00. The revised proposal does include the additional metal building for a total square footage of 37,202. On September 3, 2020, staff met with the City Commission during a scheduled workshop meeting to discuss the proposed Fire and Police Station projects and program schedule as proposed by ERO. During the workshop staff presented ERO's proposed program for total square footage and cost proposal and staffed presented a square footage proposal based on the project budget. ERO's proposed program is approximately 10,000 square feet larger than staff's recommended program causing an increase and budget shortfall in the project budget. According to the Police Chief, a smaller facility may negatively impact staff efficiency as well as impact their ability to grow the department. Based on the presentations, staff received instructions to increase the project budget and to reduce the proposed square footage from ERO's proposed program. A meeting has been scheduled for Friday, September 11, 2020 with ERO to discuss the latest program information staff received from the City Commission.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: August 3, 2020			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			

Aida Vega Andrew Muñoz Mike Perez	Created/Initiated Approved Final Approval
City Manager Comments: Approve.	
Staff Recommendation: Staff recommends approval.	
Attachments, if any: Recommendation Memo, PD Fire CIP Budget, ERO Final Proposal Letter_9.29.2020, Police Department Program UPDATE	
Responsibilities upon Approval: Contact ERO and begin the Schematic Design Process	

Memo

To: Mayor & City Commission

From: Andrew Munoz, Asst. City Manager / Aviation Director 

cc: Mike R. Perez, City Manager

Date: 9/10/2020

Re: Size of the Proposed Police Station

On September 3, 2020, staff met with the City Commission during a scheduled workshop meeting to discuss the proposed Fire and Police Station projects and program schedule as proposed by ERO.

During the workshop staff presented ERO's proposed program for total square footage and cost proposal and staff presented a square footage proposal based on the project budget. ERO's proposed program is approximately 10,000 square feet larger than staff's recommended program causing an increase and budget shortfall in the project budget.

According to the Police Chief, a smaller facility may negatively impact staff efficiency as well as impact their ability to grow the department.

Based on the presentations, staff received instructions to increase the project budget and to reduce the proposed square footage from ERO's proposed program. A meeting has been scheduled for Friday, September 11, 2020 with ERO to discuss the latest program information staff received from the City Commission.

Staff will forward the updated program schedule and cost proposal prior to the next scheduled City Commission meeting.

INITIAL BUDGET		EXPENSES TO DATE		PROPOSED CONSTRUCTION COST ESTIMATES	
Project Budget	\$ 10,250,000.00				
Property Acquisition	\$ 1,000,000.00	Land Acquisition	\$ 129,523.48		
Fire Station Construction Budget	\$ 2,500,000.00	Firs Station Construction	\$ -		
Police Department Construction Budget	\$ 5,500,000.00	Police Department Construction	\$ -		
Third Party Testing	\$ 250,000.00	Third Party Testing	\$ 11,625.00		
Owner Provided Items	\$ 1,000,000.00	Owner Provided Items	\$ 87,299.16		
Total Project Budget:	\$ 10,250,000.00	Total Expenses:	\$ 228,447.64		
REVENUE					
Capital Improvements Plan	\$ 600,000.00	Capital Improvements Plan	\$ -		
Sale of Existing Police Department	\$ 1,400,000.00	Existing PD	\$ -		
Sales of Remaining Co-Op Property	\$ 350,000.00	Co-oP Property	\$ -		
Total Projected Revenue	\$ 2,350,000.00	Total	\$ -	Initial Debt Issuance	\$ 7,900,000.00
Debt Issuance	\$ 7,900,000.00			Proposed Debt Issuance	\$ 10,953,021.56

Proposed Budget - City		EXPENSES TO DATE		PROPOSED CONSTRUCTION COST ESTIMATES	
Fire Station	\$ 2,100,000.00	Fire Station	\$ -	ERO Proposed Program	\$ 2,500,000.00
Third Party Testing	\$ 100,000.00	Third Party Testing	\$ -		
Owner Provided Items	\$ 250,000.00	Owner Provided Items	\$ -		
Total	\$ 2,450,000.00	Total	\$ -	Construction Shortfall	\$ (50,000.00)

Proposed Budget - City		EXPENSES TO DATE		PROPOSED CONSTRUCTION COST ESTIMATES	
Police Department	\$ 5,500,000.00	Police Department	\$ -	Goal Square Footage to Match Budget: 26,000 to 28,000	
Third Party Testing	\$ 150,000.00	Third Party Testing	\$ -		
Owner Provided Items	\$ 750,000.00	Owner Provided Items	\$ -	City Proposed Program	\$ 7,388,075.00
Total	\$ 6,400,000.00	Total	\$ -	(26,682 sq. ft.)	
				ERO Proposed Program	\$ 10,391,096.56
				(39,664 sq. ft.)	
				Construction Shortfall	\$ (3,003,021.56)



September 28, 2020

Andrew Muñoz
Assistant City Manager
City of Weslaco
255 S. Kansas Avenue
Weslaco, TX 78596

RE: Weslaco Public Safety Building: Acknowledgement of Program and Cost of Work increase; and Additional Services Fee for ERO Architects – Job #19087

Dear Mr. Muñoz:

ERO Architects (ERO) appreciates the opportunity to serve the City of Weslaco as the Architect-of-Record for the Weslaco Public Safety Complex, which includes the new fire station and police station. We submit this letter to acknowledge the police station's new proposed Program, Budget for Cost of the Work, and Site Plan (pending City Commission approval).

Change of Scope for the New Police Station

We understand that the City increased the Budget for Cost of the Work for the police station from the original **\$4,200,000** to **\$8,300,000**. This increase is based on a revised program with a new total of **32,202** square feet plus the an additional structure outside the building for evidence, storage and management of **5,000** square feet. (See attached *Initial Police Department Program Update dated 9-11-2020*)

We request that ERO be provided written authorization by the City of Weslaco to increase the new police station's size and program (a total of **37,202** square feet), and the increase in Budget for Cost of the Work from **\$4,200,000** to **\$8,300,000**.

We also request in writing that the City accept the **Option 2** of the Proposed Weslaco Public Safety Buildings Site Plan as mentioned to us last week. (See attached *Weslaco Public Safety Buildings Site Plan Option 2*).

We also ask for a updated boundary survey of the property site.

Current Cost of Work and Compensation, Stipulated Sum

In the AIA B101-2020 Agreement between Owner and Architect, Article 1.1.3., the Budget for Cost of the Work for Building 1, the Fire Station, is **\$2,500,000**, and for Building 2, the new Police Station, is **\$4,200,000**.

Based on Article 11.1.1., Compensation, the Stipulated Sum to the Architect is **\$485,000** (Architect fee for basic services including Consultants, under Article 1.1.11.1). (See attached *AIA B101-2020 Agreement between Owner and Architect dated 5-19-2020*)



Page Two
ERO City of Weslaco Proposal
September 29, 2020

Cost of Work and Compensation Amendment to Agreement

We conclude that because of the increase in size/program (**37,202 SF**) and increase in the Cost of Work (**\$8,300,000**) for the Police Station, our professional services will increase because of the change and magnitude of the Project.

This is supported by Articles 4.2.1.1 Architect's Additional Services and 11.3 Compensation for Additional Services; services necessitated by a change in the Project including Size or Budget for Cost of the Work.

The new Budget for the Cost of Work should be amended under Article 1.1.3., the Budget for Cost of the Work for Building 1, the Fire Station, is **\$2,500,000**, and for Building 2, the new Police Station, and should reflect the increase, now **\$8,300,000**, for revised Cost of Work of **\$10,800,000**.

The Stipulated Sum for the Architect should be amended as well under Article 11.1.1., Compensation, the Stipulated Sum, and increased to **\$781,840**, based on a pro-rata basis. This an increase to the Stipulated Sum of **\$296,920**. This additional fee includes the basic services as stated in our Agreement: architecture, structural engineering, MEP, civil engineering and landscape design.

We hope this meets with your satisfaction. Please feel free to contact me should you have any questions or comments regarding the contents of this letter, and how we proceed regarding the new Weslaco Police Department Building's Program, Budget for Cost of the Work and Site Plan. I can be reached anytime at 956-655-4655.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "BG", followed by a long horizontal flourish.

Brian Godinez
Principal
ERO Architects

City of Weslaco Police Station Program

Revised 9-11-2020

		Needed				
		Quantity	Sq. Ft.)	Ft.)	Burden	Total
1.00	Public Entrance/Lobby					
1.01	Vestibule Public Entry	1	80	80	20	100
1.02	Lobby/Waiting/Reception	1	950	950	238	1,188
1.03	Public Toilet Mens	1	200	200	50	250
1.04	Public Toilet Womens	1	200	200	50	250
1.05	Interview Room	1	80	80	20	100
1.06	Sub-Total Net Square Feet (NSF)			1,510		
1.07	Department Burden Factor				25%	
1.08	Sub-total Department Gross Square Feet (DGSF)					1,888
2.00	Community					
2.01	Community Meeting/Training Room/Community Policing	1	1,000	1,000	250	1,250
2.02	Furniture Storage	1	150	150	38	188
2.02	Captain Office - Private	2	168	336	84	420
2.02	Lieutenant Office - Private	1	144	144	36	180
2.03	Sergants Office	3	64	192	48	240
2.04	Sub-Total Net Square Feet (NSF)			1,822		
2.05	Department Burden Factor				25%	
2.06	Sub-total Department Gross Square Feet (DGSF)					2,278
3.00	Records Division					
3.01	Public/Police Information Center	1	100	100	25	125
3.02	Office/Work Area	4	64	256	64	320
3.03	Active File	1	200	200	50	250
3.04	Archives	1	200	200	50	250
3.05	Sub-Total Net Square Feet (NSF)			756		
3.06	Department Burden Factor				25%	
3.07	Sub-total Department Gross Square Feet (DGSF)					945

4.00	Administration					
4.01	Chief of Police	1	270	270	68	338
4.02	Assistant Chief's Office	1	168	168	42	210
4.03	Administrative Service Coordinator	1	120	120	30	150
4.04	Administrative Office	1	200	200	50	250
4.05	Support Service Aide	1	100	100	25	125
4.06	File Storage	1	120	120	30	150
4.07	Conference Room	1	500	500	125	625
4.08	Office Supplies	1	100	100	25	125
4.09	Sub-Total Net Square Feet (NSF)			1,578		
4.10	Department Burden Factor				25%	
4.11	Sub-total Department Gross Square Feet (DGSF)					1,973
5.00	Community Outreach					
5.01	Community Policing	0	550	0	0	0
5.02	Storage Closet	0	150	0	0	0
5.03	Bike Room	0	0	0	0	0
5.04	Volunteer Office	0	100	0	0	0
5.05	Resource Center	0	116	0	0	0
5.06	Sub-Total Net Square Feet (NSF)			0		
5.07	Department Burden Factor				25%	
5.08	Sub-total Department Gross Square Feet (DGSF)					0
6.00	Training Division					
6.01	Training Room #2	0	1,200	0	0	0
6.02	Training Room #3	0	1,500	0	0	0
6.03	Quarter Master Storage	1	500	500	125	625
6.03	Armory/Storage	1	400	400	100	500
6.04	Training Records	1	100	100	25	125
6.05	Sub-Total Net Square Feet (NSF)			1,000		
6.06	Department Burden Factor				25%	
6.07	Sub-total Department Gross Square Feet (DGSF)					1,250
7.00	Crimianl Investigations Divisions					

7.01	CID Captain	1	168	168	42	210
7.02	CID Lieutenant	1	100	100	25	125
7.03	CID Sergeant	1	100	100	25	125
7.04	CID Detective's Work Room	14	64	896	224	1,120
7.05	Storage Room	1	80	80	20	100
7.06	Interview Rooms	2	100	200	50	250
7.07	Interrogation Rooms	2	100	200	50	250
7.08	Audio/Video Enhancement Closed Circuit	1	140	140	35	175
7.09	Juvenile Investigator Offices	1	144	144	36	180
7.10	Crime Analyst	0	120	0	0	0
7.11	Juvenile Secured File Room	1	80	80	20	100
7.11	Prosecuter Office	0	150	0	0	0
7.12	Conference Room	1	300	300	75	375
7.13	Sub-Total Net Square Feet (NSF)			2,408		
7.14	Department Burden Factor				25%	
7.15	Sub-total Department Gross Square Feet (DGSF)					3,010
8.00	Evidence and Property					
8.01	Evidence Receiving	0	150	0	0	0
8.02	Evidence Processing	0	150	0	0	0
8.03	Supervisors Office	0	144	0	0	0
8.04	Bulk Evidence Storage	0	2,500	0	0	0
8.05	Chemical Processing Room	0	100	0	0	0
8.06	Narcotic Storage	0	120	0	0	0
8.07	Vehicle Processing (Secure Garage)	0	450	0	0	0
8.08	Sub-Total Net Square Feet (NSF)			0		
8.09	Department Burden Factor				25%	
8.10	Sub-total Department Gross Square Feet (DGSF)					0
9.00	Prisoner Processing					
9.01	Sally Ports	1	800	800	200	1,000
9.02	Juvenile Interview	1	100	100	25	125
9.03	Juvenile Processing	1	100	100	25	125
9.04	Juvenile Cells	4	40	160	40	200

9.05	Storage	1	60	60	15	75
9.06	Sub-Total Net Square Feet (NSF)			1,220		
9.07	Department Burden Factor				25%	
9.08	Sub-total Department Gross Square Feet (DGSF)					1,525
Jail - Designed per National Jail Accreditation Standards						
10.01	Male Cells	4	40	160	40	200
10.02	Male Cells Groups (4 person)	2	94	188	47	235
10.03	Male Intoxication Cell	8	40	320	80	400
10.04	Unisex Shower	1	48	48	12	60
10.05	Female Cells	2	40	80	20	100
10.06	Female Cells Groups (4 person)	2	94	188	47	235
10.07	Female Intoxication Cell	8	40	320	80	400
10.08	Female Shower	0	48	0	0	0
10.09	Prisoner Booking and Processing	1	200	200	50	250
10.09	Livescan Fingerprinting	0	70	0	0	0
10.10	Medical Cell - Unisex	1	40	40	10	50
10.11	Interview Room	1	100	100	25	125
10.12	Jail Visitation Area	1	120	120	30	150
10.13	Intoxilyzer	1	60	60	15	75
10.14	Meal Prep	0	120	0	0	0
10.15	Break Room	1	100	100	25	125
10.16	General Storage	1	100	100	25	125
10.17	Jail Office	0	100	0	0	0
10.18	Sub-Total Net Square Feet (NSF)			2,024		
10.19	Department Burden Factor				25%	
10.20	Sub-total Department Gross Square Feet (DGSF)					2,530
11.00 Social Services						
11.01	Waiting Room	0	100	0	0	0
11.02	Investigators	0	64	0	0	0
11.03	Interview Room (Multipurpose Room)	0	169	0	0	0
11.04	Storage Room	0	100	0	0	0

11.05	First Offender Program and Crime Victims Liason Suite	0	1,300	0	0	0
11.06	Sub-Total Net Square Feet (NSF)			0		
11.07	Department Burden Factor				25%	
11.08	Sub-total Department Gross Square Feet (DGSF)					0
12.00	Patrol Functions					
12.01	Patrol Captain	1	168	168	84	252
12.02	Patrol Lieutenant	3	64	192	48	240
12.03	Patrol Sergeants	4	64	256	64	320
12.04	Accident Investigation/Traffic Officer	0	144	0	0	0
12.05	Briefing/Roll Call	1	800	800	200	1,000
12.06	Report Preparation	6	64	384	96	480
12.07	Debriefing	1	500	500	125	625
12.08	Patrol Storage	1	200	200	50	250
12.09	Sub-Total Net Square Feet (NSF)			2,500		
12.10	Department Burden Factor				25%	
12.11	Sub-total Department Gross Square Feet (DGSF)					3,167
13.00	Weslaco Municipal Court					
13.01	Court Room	1	660	660	165	825
13.02	Judge's Chamber	1	168	168	42	210
13.03	Court Offices	3	64	192	48	240
13.04	Court Administrator	1	168	168	42	210
13.05	Court Lobby	0	0	0	0	0
13.06	Court Room Storage	1	200	200	50	250
13.07	Court Room Records	1	125	125	31	156
13.08	Sub-Total Net Square Feet (NSF)			1,513		
13.09	Department Burden Factor				25%	
13.10	Sub-total Department Gross Square Feet (DGSF)					1,891
14.00	General Services					
14.01	Work Out	0	1,000	0	0	0
14.02	Male Locker Room	1	1,300	1,300	325	1,625

14.03	Female Locker Room	1	325	325	81	406
14.04	Break Room	1	420	420	105	525
14.05	General Storage	1	200	200	50	250
14.06	Custodial Office & Bulk Supply Storage	1	120	120	30	150
14.07	Building Receiving	1	143	143	36	179
14.08	Janitorial Closets	1	120	120	30	150
14.09	Sub-Total Net Square Feet (NSF)			2,628		
14.10	Department Burden Factor				25%	
14.11	Sub-total Department Gross Square Feet (DGSF)					3,285
15.00	Computer Network Server and Office					
15.01	Computer Network Server (MDF)	1	224	224	56	280
15.02	Workspace for IT Equipment	1	168	168	42	210
15.03	IT Closet (IDF)	1	120	120	30	150
15.04	Sub-Total Net Square Feet (NSF)			512		
15.05	Department Burden Factor				25%	
15.06	Sub-total Department Gross Square Feet (DGSF)					640
16.00	Mechanical					
16.01	Boiler Room	1	0	0	0	0
16.02	HVAC Equipment	1	0	0	0	0
16.03	Emergency Generator (Exterior Enclosure)	1	0	0	0	0
16.04	Fire Suppression (Riser Room)	1	0	0	0	0
16.05	Electrical Service Room	1	0	0	0	0
16.06	Rooms/Telephone Equipment	1	0	0	0	0
16.07	Sub-Total Net Square Feet (NSF)			0		
16.08	Department Burden Factor				25%	
16.09	Sub-total Department Gross Square Feet (DGSF)					0
17.00	Internal Affairs					
17.01	Waiting Room	1	100	100	25	125
17.02	Investigators	2	64	128	32	160
17.03	Interview Room (Multipurpose Room)	1	169	169	42	211
17.04	Storage Room	1	100	100	25	125

17.05	Sub-Total Net Square Feet (NSF)			497		
17.06	Department Burden Factor				25%	
17.07	Sub-total Department Gross Square Feet (DGSF)					621
18.00	Narcotics					
18.01	Supervisor	0	168	0	0	0
18.02	Investigators	0	64	0	0	0
18.03	Storage	0	100	0	0	0
18.04	Sub-Total Net Square Feet (NSF)			0		
18.05	Department Burden Factor				25%	
18.06	Sub-total Department Gross Square Feet (DGSF)					0
19.00	Fire Administration					
19.01	Fire Chief	1	192	192	48	240
19.02	Assistant Fire Chief	1	168	168	42	210
19.03	Deputy Fire Chief	1	144	144	36	180
19.04	Fire Marshall	1	168	168	42	210
19.05	Assisstant Fire Marshal	1	144	144	36	180
19.06	Secretary	2	64	128	32	160
19.07	Lobby/Waiting Room	1	100	100	25	125
19.08	Administration Fire Captain	1	168	168	42	210
19.09	EMS Training Captain	1	168	168	42	210
19.10	EMS Compliance Officer	1	144	144	36	180
19.11	Public Education Officer	1	144	144	36	180
19.12	Investigator/Open Office	4	64	256	64	320
19.13	File Room - Records	1	100	100	25	125
19.13	Plan Room/Conference Room	1	250	250	63	313
19.14	Break Room	1	126	126	32	158
19.15	Sub-Total Net Square Feet (NSF)			2,400		
19.16	Department Burden Factor				25%	
19.17	Sub-total Department Gross Square Feet (DGSF)					3,000
20.00	Total Gross Department Area					28,002
20.01	Building Grossing Factor	15%			4,200	

20.02	Total Building Area					32,202
-------	---------------------	--	--	--	--	--------

Comments
1300 sq ft per updated program 200 sq ft per updated program 200 sq ft per updated program
12' x 14' 12' x 12' 8' x 8' workstations
8' x 8' workstations

15'x18'

12' x 14'

10' x 12'

10'x10'

10'x12'

Includes coat closet and storage closet

Last owner program = 1,400 sqft

Refer to 2.01

Refer to 2.02

Moved to metal building

Training room is located in 2.01

Includes 8'x8' workstation

10' x 10'

12'x14'

10' x 10'

10' x 10'

8' x 8' workstations, (8) stations per walk thru

10' x 10', sound proof

10' x 10', sound proof

12' x 12' with 2 workstations

Lockers, counter, (3) work stations

Victim Photography and Patrol Evidence Processing

12'X12'

Based off programming diagram

Included in Vehicle Sally Port 9.01

Not included in program. Pre-Engineered Metal Building On Site

10' x 10'

Regular hollow metal doors, frames and hardware

1 accessible cell - ADA

Detox

1 accessible cell - ADA

Detox

Includes (26) 18"Wx18"Dx12"H lockers for inmate property

10' x 10'

10' x 12', include refridgerator and sink
provided for (2) guards only

10' x 10'

10' x 10'

10' x 10'

8' x 8' workstations

13' x 13'

10 storage cabinets

12'X14'

8'x8' workstations

8'x8' workstations

12'x12'

Includes Debriefing Function

8'x8' workstations

Accommodates Growth

Adjusted number to make 1,600 work.

12'x14'

8'x8' workstations

12'x14'

Included in 1.02

Includes Staff Restroom

Includes Staff Restroom - 25% of male
10 people @ 42sf per person, includeds kitchen

14'x16'
12'x14'

10' x 10'
8' x 8' workstations
13' x 13'
10 storage cabinets

12' x 14'

8' x 8' workstations

12' x 16'

12' x 14'

12' x 12'

12' x 14'

12' x 12'

12' x 14'

12' x 14'

12' x 12'

12' x 12'

8' x 8' workstations, Open Office

Doesn't include 5,000 SF for Evidence and Storage in Metal Buildi



Standardized Agenda Request Form

Date of Meeting: October 6, 2020		Agenda Item No. (to be assigned by CSO): 2020-3607
From:		
Subject: Discussion and consideration to Purchase an Air Curtain Burner / Brush incinerator in the amount of \$191,217.53 from Air Burners Inc. GSA Contract 47QMCA20D000C and authorize Mayor to execute any related documents. Possible action. (Staffed by City Manager/Public Works.)		
Background: To purchase a Air Curtain burner to incinerate brush collected daily from our Public Works Department. Air Burners Inc. is part of U.S. General Services Administration Cooperative Purchasing (GSA) Contract number 47QMCA20D000C		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Budget Amendment		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Aida Vega	Created/Initiated	
Joe Pedraza	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: The City of Weslaco S330, s330_03.17.2020, Ash Rake Picture		
Responsibilities upon Approval:		



Proforma Invoice

DATE 3-Sep-2020

AIR BURNERS, INC.
4390 SW Cargo Way
Palm City, FL 34990 USA
Phone 772-220-7303 Fax 772-220-7302
www.AirBurners.com

Our Reference # S330935
Email: mschmitt@airburners.com
Mobile Phone: 772-631-8140

Bill To:

The City of Weslaco
255 South Kansas Road
Weslaco, TX

Ship To:

The City of Weslaco
255 South Kansas Road
Weslaco, TX

Phone	(956) 821-6538 Joe Pedraza
Email	jpandraza@weslacotx.gov

FOB POINT		SHIP DATE ARO	SHIP VIA	PAYMENT TERMS	
Palm City, FL		8-10 Weeks	Truck	See Note 1	

ITEM	QUANTITY	DESCRIPTION	P/N	UNIT PRICE \$	AMOUNT \$
1	1	2020 Air Burners Model S330 Refractory Lined FireBox w/ Four-cylinder Turbo Diesel Engine approx. 75 HP, HATZ Model 4H50TIC (Does not require DEF); Emissions certified US EPA Tier 4 FINAL; Engine mounted PTO	S330	168,900.00	168,900.00
2	LOT	2 Day On Site Training	5000-2501	3,929.87	3,929.87
3	1	Ash Rake S-330	5000-1906	5,200.00	5,200.00
4	LOT	Trucking by Common Carrier (See Note 3)	Service	13,187.66	13,187.66
TOTAL DELIVERED TO DESTINATION AREA					\$191,217.53

NOTES:

- Note 1** Payment Terms: 50% payment with PO, other 50% payment prior to shipment or government terms
- Note 2** Taxes: Buyer will pay all taxes, such as sales taxes, use tax or any other tax directly to the competent authorities. No taxes are included in this Quotation.
- Note 3** The S330 will be shipped as Oversized load on a Common Carrier Truck. Unloading cost, if any, at destination is not included in Line Item 4 and is to the account of Buyer. The optional ash clean-out implement, with a blank 1" face plate, for future connections for loading equipment, will travel attached to the FireBox and will need to be removed before use.
- Note 4** The prices stated in this Quotation are valid for 30 days.
- Note 5** The published specifications for the S330 applies. Please, see www.airburners.com
- Note 6** We offer optional two-day Operator Training and Certification on site. The firm fixed cost is \$3,820 for locations east of the Mississippi and \$3,980 for locations west of the Mississippi. Please, see also https://www.airburners.com/ab-operator_training.htm

We thank your for the opportunity to be of service!

Michael Schmitt
North America
Sales Manager

FIREBOX SPECIFICATIONS



General: A self-contained, completely assembled above ground Air Curtain Burner (air curtain incinerator or FireBox) with a refractory lined burn-container for portable and permanent (stationary) applications. Designed for the high temperature burning of forest slash, land clearing debris, green waste, storm debris, and other waste streams in compliance with the requirements of US EPA 40CFR60.

Shipped from the factory completely assembled ready for immediate use and does not require disassembly for relocation.

The FireBox is also used for disaster recovery and Homeland Security contingencies and for certain MSW disposal applications. Electrically powered version (S330E) available for permanent (stationary) installations.

1	Power	Four-cylinder Turbo Diesel Engine approx. 75 HP, HATZ Model 4H50TIC (Does not require DEF) or equivalent engine; Emissions certified US EPA Tier 4 FINAL;	
2	Burn Container (FireBox)	4" (102 mm) thick refractory wall panels filled with proprietary thermal ceramic material; Two full height refractory rear doors; Three ignition holes; FireBox open to the ground	
3	Safety Systems	Engine over temperature shut down; Loss of cooling fluid shutdown; Loss of oil pressure shutdown; Front deck security enclosure	
4	Instrument Panel	MBW electronic engine control with preset throttle settings: key switch, tachometer, hour meter, fuel gauge, oil pressure and water temperature and safety shutdown features	
5	Air Supply	Custom heavy duty fan	
6	Fuel Tank	110 Gallon (416 L) minimum fuel tank capacity	
7	Transportation & Set-up	Shipped completely assembled; Ready for immediate use; Lifting pads provided for crane lifting	
8	Options	Ash clean-out rake with 1" (25mm) blank steel faceplate, interface to accommodate loader to be attached by end-user	
9	Average Through-put	11-13 Tons per Hour (Average – See Note)	
10	Fuel Consumption	Approx. 3.0 gal/hr. (11.4 L/hr.)	
11	Weight	59,000 lbs. (26,760kg)	
12	Dimensions	Overall Size L x W x H	Fire Box L x W x H
		40' 4" x 11' 10" x 9' 6" (12.3m x 3.6m x 2.9m)	30' 2" x 8' 5" x 8' 1" (9.2m x 2.6m x 2.5m)

Note:

Achievable through-put depends on several variables, especially the nature of the waste material, the burn chamber temperature and the loading rate.

All weights and dimensions are approximate and metric conversions are rounded. Specifications are subject to change without notice.

AIR BURNERS, INC.

4390 SW Cargo Way • Palm City, FL 34990

Phone 772-220-7303 • FAX 772-220-7302

E-mail: info@airburners.com • www.AirBurners.com

© 2020 Air Burners, Inc.

Optional Air Burners Ash Removal Rake:



**Texas Commission on Environmental Quality
Registration for Permits by Rule
Form PI-7 Instructions**

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Introduction

The primary purpose of the Form PI-7 is to provide all administrative and technical information needed by the Air Permit Division (APD) to evaluate Permit by Rule (PBR) claims. These instructions are intended for use by applicants and consultants to help you prepare a complete PBR request. The review of your project will go faster if you provide all necessary documents and information requested in the Form PI-7 and in the Core Data Form (TCEQ No. 10400).

This form should only be used if certification and federally enforceable emission limits are not needed. If the facility is registering under a PBR and needs to establish federally enforceable emission limits, use the Form PI-7-CERT. If a facility meets a historical Standard Exemption, meets a Standard Permit, or is otherwise authorized by a permit action, but needs to establish a federally enforceable limit, the Form APD-CERT entitled Certification of Emission Limits (**not** Form PI-7-CERT) should be used.

For more information about certification versus registration see our Certification Fact Sheet on our Fact Sheets for Permits by Rule web page at www.tceq.texas.gov/permitting/air/guidance/pbr/pbr_factsheets.html.

Overview

Texas Commission on Environmental Quality (TCEQ) regulates facilities that release air contaminants, even in small amounts, under its air permit rules. Facilities with emissions that do not meet de minimis criteria but will not make a significant contribution of air contaminants to the atmosphere may be permitted by rule. Facilities authorized by PBR must be constructed and operated with certain restrictions.

A PBR claim must meet both the general and specific requirements in Title 30 Texas Administrative Code (30 TAC) Chapter 106 but does not require an extensive technical review. See the Fact Sheet - Air Quality Permitting at www.tceq.texas.gov/assets/public/permitting/air/factsheets/permit_factsheet.pdf for a list of all potential air permit authorizations. Refer to the Decision Support System at www.tceq.texas.gov/permitting/air/nav/air_supportsys.html for additional information to assist you in determining some of the other state or federal requirements you may need to know.

Note: As of June 1, 2014, all PBR registration responses will be sent via e-mail within one business day of TCEQ's decision.

ePermits: As of February 1, 2018, the TCEQ requires the use of the online TCEQ e-Services system. (www.tceq.texas.gov/assets/public/permitting/air/memos/pbr-sp-epermitsmemo.pdf) To register your PBR, pay PBR registration fees, and receive PBR registrations please use the TCEQ e-Services system at www.tceq.texas.gov/e-services.

- All PBRs, except portable facilities, are required to use the ePermits system. Hard copies of applications, other than those for portable facilities, will not be accepted.
- To use the online system, you need to have an active State of Texas Environmental Electronic Reporting System (STEERS) account. Access STEERS at www3.tceq.texas.gov/steers/. For help with ePermits refer to the TCEQ STEERS ePermits Help web page at www3.tceq.texas.gov/steers/help/epr/eprmain.html.

A PBR may be claimed when both the following conditions are met:

1. the facility meets **all** applicable requirements of **30 TAC § 106.4**. These requirements limit the amount of annual emissions to less than federal permit major source levels, and require compliance with all state and federal regulations; and
2. the facility meets **all** applicable conditions of one or more individual PBRs contained in **30 TAC Chapter 106**. These requirements may specify design requirements for certain facilities, production or material use limits, and operational restrictions.

To claim a PBR, you may:

1. begin construction immediately if the PBR does not require registration;
2. begin construction when the Form PI-7 and attachments are submitted to the TCEQ if the PBR requires registration, but does not require site approval; or
3. not begin construction until you are notified by the TCEQ if the PBR requires registration and written site approval. If you are already operating and still need an air authorization, you should begin steps to seek an authorization.

Keeping Records

Once a PBR is claimed and/or registered, you should:

1. maintain sufficient records to demonstrate compliance with the annual emissions limits; and
2. maintain sufficient records to demonstrate compliance with the emission limits and specific conditions of the PBR. Refer to the applicable PBR checklist for records retention guidance.

Tips for a Speedy Administrative Review

The administrative review process will be more efficient and streamlined if you follow the suggestions outlined in the Fact Sheet – Tips for a Speedy Administrative Review at www.tceq.texas.gov/permitting/air/guidance/permit-factsheets.html.

Small Business Information and Agency Contacts

For agency contacts, see Contact Information for Air Permit Applications (including Environmental Assistance Division) at www.tceq.texas.gov/assets/public/permitting/air/airapp-contacts.pdf.

Instructions for Form PI-7

These instructions are provided to assist the regulated community to accurately complete a registration request to claim a PBR.

I. Registrant Information

- A. Company or Other Legal Customer Name:** Registrations are claimed by either the facility owner or operator, commonly referred to as the “registrant.” List the legal name of the company, corporation, partnership, or person who is claiming the PBR. Applicants can verify the legal name with the Texas Secretary of State at (512) 463-5555 or at www.sos.state.tx.us. The TCEQ will also verify the legal name with the Texas Secretary of State. You may be asked to correct the name provided on the Form PI-7, if found to be different. In some cases, we may request a copy of the legal document forming the entity to verify the legal name; for example: general partnership filed with the county.
- B. Company Official Contact Information:** Provide the name, title, mailing address, telephone number, fax number, and e-mail address of the company official contact. The company official must not be a consultant. It is important to provide the e-mail address since copies of registrations will be **e-mailed**. All PBR registration responses will be sent via e-mail within one business day of TCEQ’s decision.

- C. Technical Contact Information:** Provide the name, title, company, mailing address, telephone number, fax number, and e-mail address of the person TCEQ should contact for technical questions. This person must have the authority to make binding agreements and representations on behalf of the registrant. The technical contact may be a consultant.

II. Facility and Site Information

- A. Name and Type of Facility:** Enter the name of the facility for which the PBR is being claimed. The name should be descriptive and indicate the general type of operation, manufacturing process, equipment, or facility which would be authorized under the PBR (include any numerical designation, if appropriate). The name must be descriptive and specific. Examples of acceptable names are "Sulfuric Acid Plant," "No. 5 Steam Boiler," "Electric Arc Furnace No. 2," and "Fiberglass Boat Manufacturing Facility." Vague names such as "Chemical Plant" and "North Process Area" are not acceptable names. Also, check the appropriate box indicating the type of facility as either permanent or temporary. Hot mix asphalt plants and trench burners are typical temporary facilities; a petroleum storage tank would be considered permanent. For portable units, please provide the serial number(s) of the equipment being authorized.
- B. Facility Location Information:** Provide the street address of the facility, if available. If there is no street address, describe the physical location with specific written directions. Identify the location by distance and direction from well-known landmarks, such as highway intersections. It is very important to also include the city and county where the facility will be located. If the address is not located in a city, then enter the city or town closest to the facility even if it is not in the same county as the facility. The county indicated must be the county where the facility is physically located. Please include the ZIP Code of the physical facility site, not the ZIP Code of the applicant's mailing address. In some cases, the TCEQ may request a map showing the location of the facility during the review of the PBR registration.
- C. TCEQ Core Data Form:** We require that you submit a Core Data Form (TCEQ Form Number 10400) on all incoming applications unless the following are met:
1. Regulated Entity and Customer Reference Numbers have been issued by the TCEQ and;
 2. No core data information has changed.

Information required on the Core Data Form includes the following:

- **Customer Reference Number (CN):** This is a unique number given to each business, governmental body, association, individual, or other entity that owns, operates, is responsible for, or is affiliated with a regulated entity. We assign the CN when a Core Data Form is initially submitted.
- **Regulated Entity Number (RN):** This is a unique agency assigned number given to each person, organization, place, or thing that is of environmental interest to us and where regulated activities will occur. The RN is assigned when a Core Data Form is initially submitted, if the agency has conducted an investigation, or if the agency has issued an enforcement action. The RN replaces existing air account numbers. The RN for portable units is assigned to the unit itself, and that same RN should be used when applying for authorization at a different location.

Note: The company and facility site information provided on the Core Data Form must be the same as provided on the Form PI-7.

- D. TCEQ Account Identification Number:** This number was assigned by the TCEQ to the entire property owned or controlled by the applicant at a specific location. A typical example of an air quality account number is JB-1234-R. Portable facilities are assigned account identification numbers which begin with a number, such as 92-1234-K. Provide your TCEQ account identification number if known.

E. Type of Action: Indicate the type of action being requested by checking the appropriate box. Check:

- *Initial Application* – if the facility has not previously been authorized by a permit by rule.
- *Change to Registration* – if the facility has been previously registered, but changes or additions have occurred.

Provide the existing registration number if Change to Registration is checked.

F. Permit by Rule Number(s) Claimed under 30 TAC Chapter 106: Provide the individual rule number(s) that are being claimed. The Form PI-7 can be used to register more than one PBR at a time.

G. Historical Standard Exemption or PBR: Indicate if you are claiming a historical standard exemption or PBR. If "YES," enter the rule number(s) and the associated effective date.

H. Previous Standard Exemption or PBR Registration Number: If this registration is for a change to an existing facility previously authorized under a standard exemption or PBR, list the previous standard exemption number(s) or PBR registration number(s), and the associated effective date. Also attach additional information on whether the facility still meets the previous standard exemption or PBR, or whether a new registration is required and the previous standard exemption or PBR should be voided.

I. Other Facilities at this Site Authorized by Standard Exemption, PBR, or Standard Permit: To properly track how this registration may relate to other authorizations or compliance with TCEQ PBR regulations, it is important to list all standard exemption number(s), PBR registration number(s), or Standard Permit registration number(s), and the associated effective date.

J. Other Air Preconstruction Permits: If the registration is located at a site that has any other minor or federal NSR air preconstruction permits, list all permit numbers.

K. Affected Air Preconstruction Permits: If the PBR being claimed directly affects any permitted facility, list the affected preconstruction permit numbers.

L. Federal Operating Permit (FOP) Requirements (30 TAC Chapter 122 Applicability): Information and guidance on applicability of 30 TAC Chapter 122 can be accessed on our Program Applicability web page at www.tceq.texas.gov/permitting/air/titlev/pro_applicability.html.

1. If this PBR results in an increase in the site's potential-to-emit and renders the site a major source as defined in 30 TAC Chapter 122, an FOP application is required. Check the appropriate box if you are submitting a GOP or SOP application or revision application. Guidance on submitting these applications is available on the Guidance for Title V Operating Permits web page at www.tceq.texas.gov/permitting/air/nav/air_titlevopperm.html.
2. Identify the type(s) of FOP(s) issued for the site by checking the appropriate box. In addition, check the appropriate box if any General Operating Permit (GOP) or Site Operating Permit (SOP) application(s) for the site, including revision applications, is currently under review.

If you have questions about the applicability of 30 TAC Chapter 122 or impact of this Form PI-7 on your existing FOP, please contact the TCEQ APD at (512) 239-1250, and ask to speak with someone in the Operating Permits Section.

III. Fee Information

The TCEQ has a fee for all air quality PBR registrations (30 TAC§ 106.50). If a new facility, or changes to an existing facility, meets the conditions of a PBR that does *not* require registration, but the owner/operator wishes to have the TCEQ review and confirm that the facility meets the conditions of the PBR, a fee is required. The fee requirements do not allow for PBR fee refunds.

All fees must be paid prior to processing any PBR registration. All fees, except those associated with a portable facility, must be paid through the TCEQ online payment application (ePay) located at www3.tceq.texas.gov/epay/. If an application is being submitted as a hardcopy for a portable facility, we recommend that ePay is used but the company can elect to send in a check or money order with the projects.

See the PBR Registration Fees Fact Sheet at

www.tceq.texas.gov/assets/public/permitting/air/Guidance/NewSourceReview/PermitsByRule/feefact.pdf for a summary of requirements and exceptions for fees in 30 TAC § 106.50.

A. Fee Requirements: There are three exceptions to paying a PBR fee, as described below.

1. A facility applying for a PBR does not have to pay a fee if the registration is *solely* to establish a federally enforceable emission limit. If a registration is for construction or modification of a facility, which has not been previously reviewed by the TCEQ, a fee is required.
2. If any administrative or subsequent changes occur at the site or the company is addressing any deficiencies that were requested in the initial review the company has 6 months to resubmit without paying an additional fee.
3. A facility applying for a PBR does not have to pay a fee if the registration is for a remediation project (30 TAC § 106.533). For more information about remediation projects see our Checklist for Water and Soil Remediation, 30 TAC § 106.533 (TCEQ Form - 10148) at [www.tceq.texas.gov/permitting/air/forms/permitbyrule/checklist/sub x checklists.html](http://www.tceq.texas.gov/permitting/air/forms/permitbyrule/checklist/sub_x_checklists.html).

B. Fee Amount: There are two fee amounts possible under the rules, as follows:

1. An owner/operator of a small business (corporation, partnership, sole proprietorship) that is independently owned and operated, formed for the purpose of making a profit, has fewer than 100 employees *or* less than \$6 million in annual gross receipts is required to submit a \$100.00 fee. In addition, an owner/operator that is a governmental entity (city, township, school district) with a population less than 10,000 according to the most recent census is required to submit a \$100.00 fee. Finally, non-profit organizations pay a \$100.00 fee.
2. All other registrations are required to submit a \$450.00 fee.

C. Payment Information: Enter the voucher number from ePay, the individual or company name, and the fee amount paid for this registration. If the payment is for a portable facility, enter the check, money order, or transaction number and the individual or company name printed on the check.

IV. Selected Facility Reviews and Voluntary Registrations *Only*

A. Voluntary Registrations: Some PBRs do not require registration, but owners and operators may voluntarily choose to register these facilities... The owners and operators must keep records according to 30 TAC § 106.8 to demonstrate compliance with every claimed PBR, and the general requirements. The TCEQ requires the use of the online TCEQ e-Services system at www.tceq.texas.gov/e-services to voluntarily register your PBR.

- B. PBR Checklists:** For the following types of facilities, we request that you provide the appropriate PBR checklist to demonstrate that your facility meets all general and specific PBR requirements. If a checklist is not included, then you must provide the requirements of Section V.

- Animal Feeding Operations (30 TAC § 106.161)
- Livestock Auction Facilities (30 TAC § 106.162)
- Saw Mills (30 TAC § 106.223)
- Grain Handling, Storage and Drying (30 TAC § 106.283)
- Auto Body Refinishing Facilities (30 TAC § 106.436)
- Air Curtain Incinerators (30 TAC § 106.496)

- C. Distances to Property Line and Nearest Off-Property Structure:** Instead of an area map and plot plan, the TCEQ is requesting distance information. The distance from the facility's emission release point to the nearest property line and off-property structure should be provided. This information is needed, as many PBRs have very specific distance limitations.

***Note:** In limited cases, a map or drawing of the site and surrounding land use may be requested during the technical review or by the TCEQ Regional office or the local air pollution control program during an investigation.*

V. Technical Information Including State and Federal Regulatory Requirements

If any of the technical information below is not included with this submittal, it may result in a deficiency of the project. Additionally, any essential information (lab analysis, NAAQS compliance demonstrations, etc.) that is needed to confirm that facilities are meeting the requirements of the PBR, must also be included. Attachments should include detailed demonstrations of compliance with all requirements.

- A. PBR Requirements:** You must demonstrate compliance with the following:

- General requirements in 30 TAC § 106.4, and
- Individual requirements of the specific PBR.

To assist you with preparing technical information, review our Air Permits by Rule Applicability Quick Checklist or Full Checklist at www.tceq.texas.gov/permitting/air/forms/permitbyrule/checklist/applicability_checklists.html and the Registration Checklists for Permits by Rule web page at www.tceq.texas.gov/permitting/air/forms/permitbyrule/checklist/pbr_checklists_index.html. These checklists contain important information on emission limits, typical methods to calculate emissions, records retention, and other state and federal rules, regulations, and standards that may apply to your facility. *Use of the checklists is optional; however, your review will go faster if you supply the applicable checklists.*

- B. Confidential Information:** Texas Health and Safety Code, §382.041 requires us not to disclose any information related to manufacturing processes that is marked Confidential. Mark any information related to secret or proprietary processes or methods of manufacture as "Confidential," if you do not want this information in the public file. All confidential information should be separated from the PBR registration and submitted as a separate file within the same submittal. Additional information regarding confidential information can be found at www.tceq.texas.gov/permitting/air/confidential.html.

- C. Process Flow Diagram:** Provide a process flow diagram so that the permit reviewer can verify all technical information regarding the affected facility. The process flow diagram should be sufficiently descriptive, so the permit reviewer can determine the raw materials to be used in the process; all major processing steps and major equipment items; individual emission points associated with each process step; the location and identification of all emission abatement devices; and the location and identification of all waste streams (including wastewater streams that may have associated air emissions). Block flow diagrams generally are not sufficient except for very simple facilities such as boilers.

Alternate material flows and changes in routing of emissions during periods of planned MSS should be depicted as well as any alternate emission control devices that will be used during these periods.

- D. Process Description:** Provide a process description to accompany the process flow diagram that discusses each step in the process and provides a step-by-step explanation of exactly how your business operates. The description should lead the permit reviewer through the process with emphasis on where the emissions are generated, why the emissions must be generated, what air pollution controls are used (including process design features that minimize emissions), and where the emissions enter the atmosphere.

The process description must also explain how the facility or facilities will be operating when the maximum possible emissions are produced. For some source types, this will probably be the highest production rate. For other source types, the maximum emission rates may occur at partial load. When applicable, discuss cycle times, reaction times, temperatures, pressures, material flow rates, and production rates. Be specific, and do not use generalities such as a small amount, sometimes, and occasionally opened. The process description must also include how the facility is operated during periods of planned MSS and what emission reduction techniques will be used to limit emissions, changes in character of emissions, and the frequency and duration of each type of planned MSS activity.

All information in the process description is an enforceable representation.

- E. Maximum Emissions Data and Calculations:** Represent the maximum hourly and total annual emission rates of the project, including emission rates for planned MSS facilities and related activities. You must also provide a demonstration of expected continuous compliance with the represented emission rates.

The permit reviewer must be able to duplicate all emission calculations to verify and confirm emissions data and rates represented in the application. Supporting calculations and the technical bases for the emission rates are required. Include all emission rates calculations and any assumptions made in determining the emission rates.

List and discuss planned MSS activities separately. Provide emission rates and supporting emissions information from planned MSS activities, frequency, and duration of all planned MSS activities, and all planned MSS activity effects on emission rates. Additionally, note all emission points unique to MSS activities. Maximum hourly emission rates, in pounds per hour, from planned MSS should be based on the maximum rates expected from the MSS activities. Annual planned MSS emission rates, in tons per year, should be based on the number of expected MSS activities during any consecutive 12-month period.

Maximum hourly emission rates, in pounds per hour, should be based on the maximum (design) production capacity of the facility. Dividing the annual emissions in tons per year by the annual hours of operation in order to determine hourly emissions in pounds per hour is often unacceptable and inaccurate since this approach typically underestimates hourly emissions.

Maximum annual emission rates, in tons per year, should reflect the operation of the facility throughout any consecutive 12-month period with consideration given to future facility growth.

Include a discussion of the hours of operation and how the hours of operation relate to emission rates on an hourly and annual basis.

If the process is a non-continuous batch operation, or there are widely varying operating scenarios, clearly identify and account for the variations in emissions in the maximum hourly and annual emission rates. Supply additional information to describe the emission variations, particularly for emissions from MSS facilities and related activities.

Include emission rate information for each air contaminant during production operations and during periods of planned MSS. Contaminants must be specifically identified. For example: methanol rather than hydrocarbons or polyester/styrene resin dust and iron dust rather than dust. Provide applicable Material Safety Data Sheets (MSDS), Safety Data Sheets, Air Quality Data Sheets, or equivalent supporting documents that provide complete speciation for all mixtures that contain potential air contaminants.

If spreadsheets are used to estimate emissions, they should be formatted such that they are clear and easy to follow and include example calculations with units and the data sources for the inputs. The permit reviewer may request an electronic version of the spreadsheet to verify the emission calculations are correct.

- F. **Distance from Property Line and Nearest Off-Property Structure:** Instead of an area map and plot plan, the TCEQ requests distance information, including the distance from the facility's emission release points to the nearest property line and off-property structure. This information is needed as many PBRs have very specific distance limitations.

Note: In limited cases, a map or drawing of the site and surrounding land use may be requested during the technical review or at the request of the TCEQ Regional office or local air pollution control program during an investigation.

- G. **Project Status:** In an effort to prioritize PBR projects, please check the appropriate box based on if the project has been implemented or if waiting on a response from TCEQ before proceeding with the project.

- H. **Projected Start of Construction and Projected Start of Operation Dates:** Provide the projected start of construction date and projected completion date.

Note: Construction is broadly interpreted as anything other than site clearance or site preparation. Activities such as land clearing, soil load-bearing tests, leveling of the area, sewers and utility lines, road building, power line installation, fencing, and construction shack building are considered site clearance or preparation. Equipment may be received at a plant site and stored, provided no attempt is made to assemble the equipment or connect it to any electrical, plumbing, or other utility system. All work, such as excavation, form erection, or foundations upon which facilities will rest is considered construction. Submit any questions regarding the definition of start of construction to airperm@tceq.texas.gov with copies to the appropriate TCEQ regional office and any local air pollution control program(s) having jurisdiction. Each request for clarification must be in writing with sufficient detail to identify the specific activity in question, and the agency response to this request must be in writing for the authorization to be valid. Additional information can be found at www.tceq.texas.gov/permitting/air/newsourcereview/before.html.

VI. Delinquent Fees and Penalties

We will not process your application until all delinquent fees and applicable penalties owed to the TCEQ or the Office of the Attorney General on behalf of the TCEQ are paid in accordance with the Delinquent Fee and Penalty Protocol. More information regarding delinquent fee and penalties can be found at www.tceq.texas.gov/agency/financial/fees/delin/index.html.

VII. Copies of the Registration:

Submit copies of the Form PI-7, and all other required attachments, as indicated on the PI-7 form. Retain a copy of the registration for your own records. **Failure to distribute copies of the registration will delay processing.** The original of this registration form must be sent to the TCEQ in Austin and the appropriate TCEQ regional office through the TCEQ e-Services system. A hard copy must be sent to any local air pollution control program(s) with jurisdiction. A copy must also be maintained on-site. For sites that normally operate unattended, a copy must be maintained at an office within Texas that has operational control of the site.

Also, all *subsequent* correspondence should be copied to the TCEQ regional office and local air pollution control program(s), as appropriate. Do not attach a copy of Form PI-7 to subsequent correspondence unless specifically requested, as this may cause another registration file to be created. Indicate the assigned TCEQ registration number, TCEQ regulated entity number, and permit reviewer, if known, on all subsequent correspondence.

**Texas Commission on Environmental Quality
Registration for Permits by Rule (PBR)
Form PI-7
(Page 1)**

I. Registrant Information		
A. Company or Other Legal Customer Name:		
CITY OF WESLACO		
B. Company Official Contact Information (☒ Mr. ☐ Mrs. ☐ Ms. ☐ Other:) _____		
Name: JOSE ANGEL PEDRAZA		
Title: HEALTH OFFICIAL / ASST. PLANNING & CODE ENFORCEMENT DIRECTOR		
Mailing Address: 255 S KANSAS AVE.		
City: WESLACO	State: TEXAS	ZIP Code: 78596
Phone: 956-447-3401	Fax:	
E-mail Address: JPEDRAZA@WESLACOTX.GOV		
<i>All PBR registration responses will be sent via e-mail.</i>		
C. Technical Contact Information (☐ Mr. ☐ Mrs. ☒ Ms. ☐ Other:) _____		
Name: OLGA N. GARZA		
Title: ASST. PUBLIC WORKS DIRECTOR		
Company Name: CITY OF WESLACO		
Mailing Address: 1912 JOE STEPHENS AVE.		
City: WESLACO	State: TEXAS	ZIP Code: 78596
Phone: 956-973-3146	Fax:	
E-mail: OLGA.GARZA@WESLACOTX.GOV		
II. Facility and Site Information		
A. Name and Type of Facility		
Facility Name: WESLACO SOUTH ACB SITE		
Type of Facility: ☒ Permanent ☐ Temporary		
For portable units, please provide the serial number of the equipment being authorized below.		
Serial No:	Serial No:	

**Texas Commission on Environmental Quality
Registration for Permits by Rule (PBR)
Form PI-7
(Page 2)**

II. Facility and Site Information (continued)		
B. Facility Location Information		
Street Address: 5220 S MIDWAY RD.		
If there is no street address, provide written driving directions to the site and provide the closest city or town, county, and ZIP code for the site (attach description if additional space is needed).		
City: WESLACO	County: HIDALGO	ZIP Code: 78596
C. TCEQ Core Data Form		
Is the Core Data Form (TCEQ Form Number 10400) attached?		☐ YES ☐ NO
If "NO," provide customer reference number (CN) and regulated entity number (RN) below.		
Customer Reference Number (CN):		
Regulated Entity Number (RN):		
D. TCEQ Account Identification Number (if known):		
E. Type of Action		
☐ Initial Application ☐ Change to Registration		
For Change to Registration provide the Registration Number:		
F. PBR number(s) claimed under 30 TAC Chapter 106		
(List all the individual rule number(s) that are being claimed.)		
106.	106.	
106.	106.	
106.	106.	
G. Historical Standard Exemption or PBR		
Are you claiming a historical standard exemption or PBR?		☒ YES ☐ NO
If "YES," enter rule number(s) and associated effective date in the spaces provided below.		
Rule Number(s)	Effective Date	

Texas Commission on Environmental Quality
Registration for Permits by Rule (PBR)
Form PI-7
(Page 3)

II. Facility and Site Information (continued)	
H. Previous Standard Exemption or PBR Registration Number	
Is this authorization for a change to an existing facility previously authorized under a standard exemption or PBR?	☐ YES ☒ NO
If "YES," enter previous standard exemption number(s) and PBR registration number(s), and associated effective date in the spaces provided below.	
Standard Exemption and PBR Registration Number(s)	Effective Date
I. Other Facilities at this Site Authorized by Standard Exemption, PBR, or Standard Permit	
Are there any other facilities at this site that are authorized by an Air Standard Exemption, PBR, or Standard Permit?	☐ YES ☒ NO
If "YES," enter standard exemption number(s), PBR registration number(s), and Standard Permit registration number(s), and associated effective date in the spaces provided below.	
Standard Exemption, PBR Registration, and Standard Permit Registration Number(s)	Effective Date
J. Other Air Preconstruction Permits	
Are there any other air preconstruction permits at this site?	☐ YES ☒ NO
If "YES," enter permit number(s) in the spaces provided below.	
K. Affected Air Preconstruction Permits	
Does the PBR being claimed directly affect any permitted facility?	☐ YES ☒ NO
If "YES," enter the permit number(s) in the spaces provided below.	

**Texas Commission on Environmental Quality
Registration for Permits by Rule (PBR)
Form PI-7
(Page 4)**

II. Facility and Site Information (continued)	
L. Federal Operating Permit (FOP) Requirements (30 TAC Chapter 122 Applicability)	
Is this facility located at a site that is required to obtain an FOP pursuant to 30 TAC Chapter 122?	☐ YES ☐ NO ☒ To Be Determined
If the site currently has an existing FOP, enter the permit number: _____	
1. Check the requirements of 30 TAC Chapter 122 that will be triggered if this claim is accepted (check all that apply).	
☒ Initial Application for an FOP ☐ Significant Revision for an SOP ☐ Minor Revision for an SOP ☐ Operational Flexibility/Off Permit Notification for an SOP ☐ Revision for a GOP ☐ To be Determined ☐ None	
2. Identify the type(s) of FOP issued and/or FOP application(s) submitted/pending for the site. (check all that apply)	
☐ SOP ☐ GOP ☐ GOP application/revision (submitted or under APD review) ☐ N/A ☐ SOP application/revision (submitted or under APD review)	
III. Fee Information (see Section VII. for address to send fee or go to www.tceq.texas.gov/epay to pay online)	
A. Fee Requirements	
Is a fee required per 30 TAC § 106.50?	☒ YES ☐ NO
If "NO," specify the exception. There are three exceptions to paying a PBR fee. (check all that apply)	
1. Registration is solely to establish a federally enforceable emission limit.	☒
2. Registration is within six months of an initial PBR review, and is addressing deficiencies, administrative changes, or other allowed changes.	☐
3. Registration is for a remediation project (30 TAC § 106.533).	☐
B. Fee Amount	
1. A \$100 fee is required if any of the answers in III.B.1 are "YES."	
This business has less than 100 employees.	☐ YES ☒ NO
This business has less than \$6 million dollars in annual gross receipts.	☐ YES ☒ NO
This registration is submitted by a governmental entity with a population of less than 10,000.	☐ YES ☒ NO
This registration is submitted by a non-profit organization.	☐ YES ☒ NO
2. A \$450 fee is required for all other registrations.	

**Texas Commission on Environmental Quality
Registration for Permits by Rule (PBR)
Form PI-7
(Page 5)**

III. Fee Information (see Section VII. for address to send fee or go to www.tceq.texas.gov/epay to pay online) (continued)		
C. Payment Information		
Check/money order/transaction or voucher number: 478054		
Individual or company name on check:		
Fee Amount: \$ \$450.00		
Was fee paid online?		☒ YES ☐ NO
IV. Selected Facility Reviews and Voluntary Registrations Only		
<i>Note: If registering any of the PBRs listed in IV.B., or if voluntarily registering any other PBR(s), complete this section, then skip to Section VI. below:</i>		
A. List any PBRs that are being voluntarily registered.		
106. 496	106.	106.
106.	106.	106.
B. PBR Checklists		
If you are registering any of the following PBRs, did you attach the applicable PBR checklists that shows your facility meets all general and specific requirements? • <i>Animal Feeding Operations § 106.161, Livestock Auction Facilities § 106.162, Saw Mills § 106.223, Grain Handling, Storage and Drying § 106.283, Auto Body Refinishing Facilities § 106.436, or Air Curtain Incinerator § 106.496</i> (If "NO" then you must provide all technical information outlined in Section V.)		☐ YES ☐ NO
C. Distances to Property Line and Nearest Off-Property Structure		
Distance from this facility's emission release point to the nearest property line:	300	feet
Distance from this facility's emission release point to the nearest off-property structure:	620	feet

**Texas Commission on Environmental Quality
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V. Technical Information Including State and Federal Regulatory Requirements		
Check the appropriate box to indicate what is included in your submittal.		
<i>NOTE: Any technical or essential information needed to confirm that facilities are meeting the requirements of the PBR must be provided. Not providing key information could result in a deficiency of the project.</i>		
A. PBR requirements (Checklists are optional; however, your review will go faster if you provide applicable checklists.)		
Did you demonstrate that the general requirements in 30 TAC § 106.4 are met?	☒ YES ☐ NO	
Did you demonstrate that the individual requirements of the specific PBR are met?	☒ YES ☐ NO	
B. Confidential Information Included (If confidential information is submitted with this registration, all confidential pages must be properly marked "CONFIDENTIAL.")	☐ YES ☒ NO	
C. Process Flow Diagram	☒ YES ☐ NO	
D. Process Description	☒ YES ☐ NO	
E. Maximum Emissions Data and Calculations	☐ YES ☒ NO	
<i>Note: If the facilities listed in this registration are subject to the Mass Emissions Cap & Trade program under 30 TAC Chapter 101, Subchapter H, Division 3, the owner/operator of these facilities must possess NO_x allowances equivalent to the actual NO_x emissions from these facilities.</i>		
F. Distance from Property Line and Nearest Off-Property Structure		
Distance from this facility's emission release point to the nearest property line:	320	feet
Distance from this facility's emission release point to the nearest off-property structure:	620	feet
G. Project Status		
Has the company implemented the project or waiting on a response from TCEQ?	☒ Implemented ☐ Waiting	
H. Projected Start of Construction and Projected Start of Operation Dates:		
Projected Start of Construction (provide date):		
Project Start of Operation (provide date):		
VI. Delinquent Fees and Penalties		
This form will not be processed until all delinquent fees and/or penalties owed to the TCEQ or the Office of the Attorney General on behalf of the TCEQ is paid in accordance with the Delinquent Fee and Penalty Protocol. For more information regarding Delinquent Fees and Penalties, go to the TCEQ website at www.tceq.texas.gov/agency/financial/fees/delin/index.html .		

Reset Form

**Texas Commission on Environmental Quality
Registration for Permits by Rule (PBR)
Form PI-7
(Page 7)**

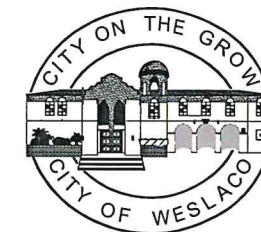
VII. Copies of the Registration		
Processing delays may occur if copies are not sent as noted. Copies must be sent as listed below:		
Who	Where	What
Air Permits Initial Review Team (APIRT)	Regular, Certified, Priority Mail MC 161, P.O. Box 13087 Austin, Texas 78711-3087 Hand Delivery, Overnight Mail MC 161, 12100 Park 35 Circle, Building C, Third Floor Austin, Texas 78753	Originals of Form PI-7, Core Data Form, and all attachments. Not required if using ePermits ¹
Revenue Section, TCEQ	Regular, Certified, Priority Mail MC 214, P.O. Box 13088 Austin, Texas 78711-3088 Hand Delivery, Overnight Mail MC 214, 12100 Park 35 Circle, Building A, Third Floor Austin, Texas 78753	Original Money Order or Check, Copy of Form PI-7, and Core Data Form. Not required if fee was paid using ePay ² .
Appropriate TCEQ Regional Office	To find your Regional Office address, go to the TCEQ website at www.tceq.texas.gov/agency/directory/region or call (512) 239-1250.	Copy of Form PI-7, Core Data Form, and all attachments. Not required if using ePermits ¹ .
Appropriate Local Air Pollution Control Program(s)	To Find your local or Regional Air Pollution Control Programs go to the TCEQ, APD website at www.tceq.texas.gov/permitting/air/local_programs.html or call (512) 239-1250	Copy of Form PI-7, Core Data Form, and all attachments

¹ ePermits located at www3.tceq.texas.gov/steers/

² ePay located at www.tceq.texas.gov/epay/

TCEQ-10228 (APDG 5096v27 revised 07/19) PI-7

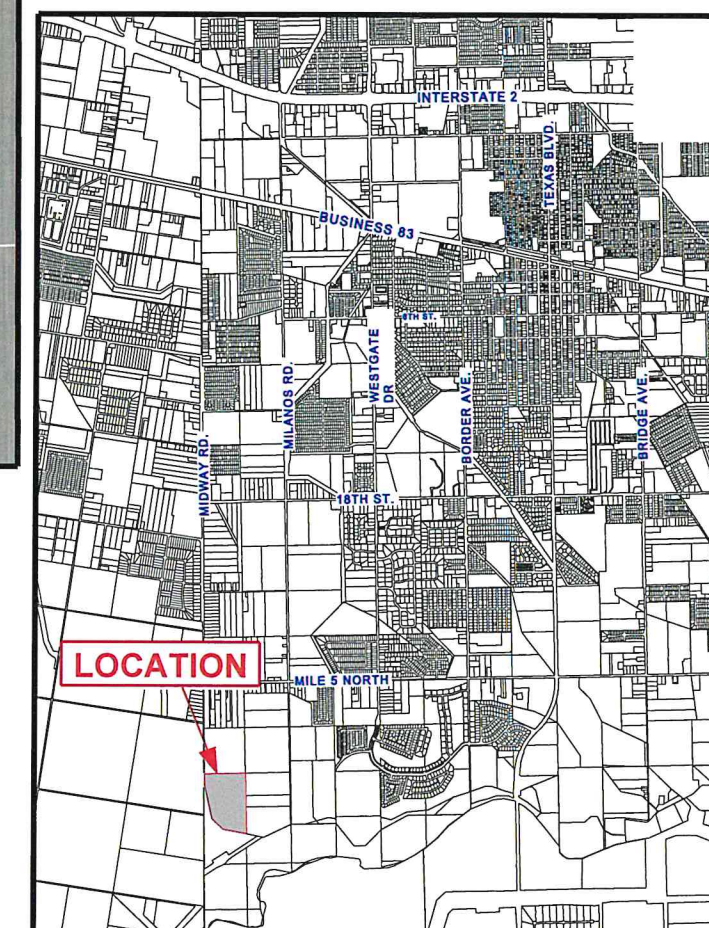
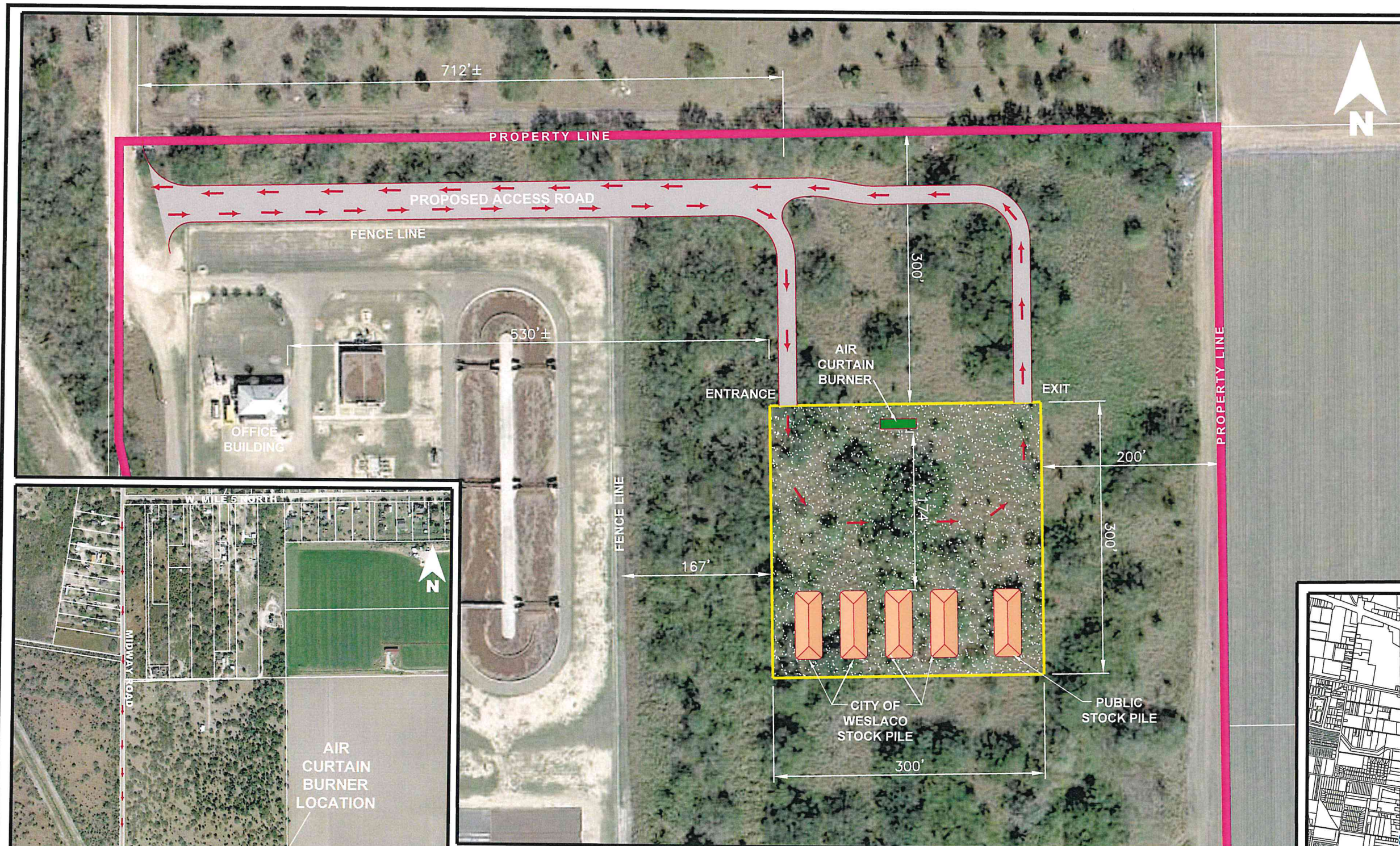
This form is used by sources subject to air quality permit requirements and may be revised periodically.



Prepared By: Engineering Department

WESLACO SOUTH AIR CURTAIN BURNER SITE

5220 SOUTH MIDWAY ROAD



VICINITY MAP
SCALE: NONE

THIS DOCUMENT IS RELEASED FOR PLANNING PURPOSES ONLY. IT IS NOT TO BE USED FOR BIDDING, CONSTRUCTION OR PERMIT PURPOSES.



Standardized Agenda Request Form

Date of Meeting: October 6, 2020		Agenda Item No. (to be assigned by CSO): 2020-3610
From:		
Subject: Discussion and consideration on contract agreement for Election Services with Hidalgo County Election Administrator to conduct the General and Special Election on November 3, 2020 for the City of Weslaco and authorize the Mayor to execute any related documents including interlocal joint agreement with the Weslaco Independent School District as related to this election. Possible action. (Staffed by City Secretary Department.)		
Background: This allows the Hidalgo County Elections Department to manage the polling locations for the General and Special election during early voting and election day, providing equipment and workers. Voters may cast their ballot from any polling location within Hidalgo County during the early voting period and on election day. The local ballot includes City Commissioners Districts 2 and 3 as well as proposed Charter Amendments. A separate instrument, an interlocal with the School District, memorializes they too have places on the ballot (Trustees 1, 2 and 3 .)		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Aida Vega	Created/Initiated	
Norma Cantu	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Approve.		
Attachments, if any: Memo re Elections Contract, Interlocal WISD and City re joint elections, Exhibit A cost estimate City, City of Weslaco Nov 2020 General and Special Elections Contract		
Responsibilities upon Approval:		

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem, District 5
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

DATE: October 6, 2020

TO: Mayor and City Commission

CC: Mike Perez, City Manager

FROM: Norma A. Cantu, City Secretary *Norma Cantu*

SUBJECT: Election Contracts for November 3, 2020

The proposed contract for Election Services allows the Hidalgo County Elections Department to administer the General and Special Elections ordered by the City of Weslaco for early voting as well as Election day on November 3, 2020. The ballot will include the unopposed races for Single Member District 2, Single Member District 3 as well as three Propositions to amend the Weslaco City Charter.

The Hidalgo County Elections Department has estimated the cost to be \$55,712.97.

The item authorizes the Mayor to execute any related documents including this contract and the interlocal agreement with the Weslaco Independent School district related to the November 3, 2020 election.

STATE OF TEXAS § INTERLOCAL COOPERATION AGREEMENT
 § BETWEEN THE CITY OF WESLACO AND THE
COUNTY OF HIDALGO § WESLACO INDEPENDENT SCHOOL DISTRICT
 § FOR JOINT ELECTION

THIS Agreement is made on this 6th day of October, 2020, by and between the **CITY OF WESLACO, TEXAS**, a home ruled Municipal Corporation, located at 255 South Kansas, Weslaco, Texas 78596 hereinafter referred to as “City” and the **WESLACO INDEPENDENT SCHOOL DISTRICT** located at 319 West Fourth Street, Weslaco, Texas 78596 hereinafter referred to as “District,” pursuant to the provisions of the Texas Interlocal Cooperation Act and §271.002 (d-e) and §271.004 of The Election Code, as follows:

WITNESSETH:

WHEREAS, City is a home ruled municipality located in Hidalgo County, Texas and in the Weslaco Independent School District; and

WHEREAS, District is an Independent School District established by the laws of Texas and located in Hidalgo County, Texas; and

WHEREAS, during the 3rd Called Session of the 79th Texas Legislature, the Legislature passed House Bill No. 1 (HB 1) relating to public school finance which included provisions requiring that a school district election must be held jointly either with (1) the election for members of the governing body of a municipality located in the school district, or (2) the general election for state and county officers;

WHEREAS, Title 16, Chapter 271 of the Texas Election Code allows for a contract for joint elections and the new school district election requirements have been codified in the Texas Education Code §11.058, and the District is required to comply with the board of trustees election requirements;

WHEREAS, it is considered mutually beneficial to the City and the District as a convenience to their constituencies, to hold joint elections in accordance with Texas Election Code §271 and as allowed by Texas Education Code §11.058; and

WHEREAS, District and City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the “Act”) which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, the District and City, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The City and District agree to hold joint elections to be conducted by the Hidalgo County Election Administrator and pay their respective expenses as outlined in the Hidalgo County Elections Service Agreement and in accordance with Texas Education Code 271 and as mandated by Texas Education Code §11.058, for the election of the City of Weslaco elected offices of City Commissioner District No. 2 and City Commissioner District No. 3; and Weslaco Independent School District elected offices Board of Trustee Place No. 1, Board of Trustee Place No. 2, and Board of Trustee Place No. 3.
2. In accordance with Texas Education Code §11.058 the voters of the joint election shall be served by common polling places and a common ballot consistent with Texas Election Code 271.003(b); Early Voting Judges and Election Day Judges and clerks will be appointed by the Hidalgo County Election Administrator just as Early Voting and Polling Locations and Hours will be identified and subject to change by the Hidalgo County Election Administrator for affected precincts. At minimum, place(s) of early voting shall remain open between the hours of 8:00 o’clock a.m. to 5:00 o’clock p.m. on each day for early voting with the exception of two weekdays for at least twelve hours. Voting Machines used at all polling places shall be provided by Hidalgo County Elections Department.

3. The mailing address to which ballot applications and ballots voted by mail shall be sent to is: Yvonne Ramon, Hidalgo County Elections Administrator, P.O. Box 659, 213 S. Closner, Edinburg, Texas 78540. Early voting by mail shall be by paper ballots and shall be canvassed by the Early Voting Ballot Board which shall convene at the time set by the Presiding Judge of the Early Voting Ballot Board.
4. For the District, the winner will be the candidate that receives the highest total of votes in each respective place. For the City, in the event that no candidate for Commissioner for a particular District receives a majority of the votes cast for, or in the event of a tie vote for a Commissioner of any particular place, there shall be a Run-off Election not earlier than 20th or later than the 45th day after the date the final canvass of the main election is completed. The election will be conducted with paper ballots if DRE machines are not available. In such event, the polling places will be assigned by the County, with the consent of the City for such Run-off Election, and the Presiding Judges and election officials for such Run-off Election will be appointed by the Hidalgo County Elections Administrator, which Run-off Election shall comply with all the rules of the Texas Election Code and the Charter of the City of Weslaco. Notice of such election shall be given in accordance with the Texas Election Code. The candidate for each respective office receiving the majority of votes shall be declared elected. In the event of a tie, the winner of such election shall be determined by a drawing by lot.
5. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment hereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
6. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
7. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the District and City, and not otherwise.
8. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
9. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of Weslaco
C/O City Manager
255 S. Kansas Avenue
Weslaco, Texas 78596

If to District: Weslaco Independent School District
C/O Superintendent
P.O. Box 266
Weslaco, Texas 78599

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

10. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
11. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
12. **Assignment.** This Agreement shall not be assignable.
13. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
14. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
15. **Authority to Execute.** The execution and performance of this Agreement by City and District have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and District in accordance with its terms.
16. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271 .903.

WITNESS THE HANDS OF THE PARTIES effective as of the ____ day of October 2020, first written above.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

WITNESS THE HANDS OF THE PARTIES effective as of the _____ day of October 2020, first written above.

WESLACO INDEPENDENT SCHOOL DISTRICT

Isidoro Nieto
SCHOOL BOARD PRESIDENT

ATTEST:

Andrew Gonzalez, **SCHOOL BOARD SECRETARY**

APPROVED AS TO FORM:

Ivan Perez, **SCHOOL BOARD ATTORNEY**



2020 Hidalgo County Elections Contract Estimate

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: City of Weslaco & Special Commissioner District 2 & 3, Propositions A, B, C		DATE: November 3, 2020			
Coding Services for HART		Price	Quantity	Total	
Base Charge: Ballot Coding		\$475.00	1	\$475.00	
Ballot Audio Files		\$10.00	15	\$150.00	
Election Media per Polling Location(s)		\$100.00	2	\$200.00	
Verity Controller(s)		\$186.00	4	\$744.00	
Touch Voting Machine(s)		\$186.00	20	\$3,720.00	
Touch Access Voting Machine(s)		\$210.00	4	\$840.00	
Delivery/ Pick-up Fee (includes Mileage)		\$750.00	1	\$750.00	
Total iVotronic Coding Charges				\$6,879.00	
Electronic Poll Book (VoteSafe)		Price	Quantity	Total	
Voter Registration Database Access (Per Day)		\$100.00	18	\$1,800.00	
EV/ ED Laptop Rental (includes Bar Code Scanner/ Brother Printer)		\$150.00	6	\$900.00	
Printer Labels (21024 per vote)		\$0.03	42048	\$1,261.44	
Username/Password - Per Polling Location		\$20.00	2	\$40.00	
Total Electronic Poll Book Charges				\$4,001.44	
Supplies		Price	Quantity	Total	
Early Voting Combination Forms		\$0.55	500	\$275.00	
Election Day Combination Forms		\$0.55	500	\$275.00	
Election Judge Kit for Early Voting		\$35.00	1	\$35.00	
Election Judge Kit for Election Day		\$35.00	1	\$35.00	
Verity Access Thermal Code paper (per vote)		\$0.10	21024	\$2,102.40	
I VOTED stickers (per vote)		\$0.01	21024	\$210.24	
Polling Location Map(s)		\$17.00	2	\$34.00	
100 Sample ballots provided. Additional Copies of Sample Ballots @ \$0.20 each.		\$0.20	1000	\$200.00	
Total Supplies Charges				\$3,166.64	
Mail & Ballot Service		Price	Quantity	Total	
Mail-in-Ballot Applications		\$0.25	200	\$50.00	
Paper Ballots for Mail-in-Ballots and Provisionals		\$0.40	3000	\$1,200.00	
Mail-in-Ballots Kit(s) per request		\$2.00	200	\$400.00	
Postage Mail-in-Ballots (per request)		\$0.61	200	\$122.00	
Correspondence Postage		\$0.49	1	\$0.49	
Total Mail & Ballot Service Charges				\$1,772.49	
Advertisements/Notices		Price	Quantity	Total	
The Monitor newspaper		\$1,800.00	1	\$1,800.00	
Local newspaper			0	\$0.00	
Total Advertisement/Notice Charges				\$1,800.00	
*Payroll for Training and Election Poll Workers		Price	Total		
Payroll for Early Voting Employees		\$52,987.00	\$26,493.50		
Payroll for Election Day Employees		\$3,032.00	\$1,516.00		
Total Payroll Charges				\$28,009.50	
Payroll for Staff Overtime		Price	Total		
Payroll for Early Voting and Eleciton Day Staff Employees		\$3,461.54	\$3,461.54		
Total Payroll Charges				\$3,461.54	
Payroll for Ballot Board		Price	Quantity	Total	
Ballot Board		\$1,350.00	1	\$1,350.00	
Total Ballot Board Charges				\$1,350.00	
Insurance		Hourly rate	Hours wk	%	Total
Liability insurance for Early Voting Supervisors (1)		\$ 14.00	273	0.0021	\$8.03
(hourly rate X hrs worked X .0021)					
Liability insurance for Early Voting Clerks (15)		\$ 12.00	4095	0.0021	\$103.19
(hourly rate X hrs worked X .0021)					
Liability insurance for Election Day Presiding Judges (1)		\$ 14.00	15.5	0.0021	\$0.46
(hourly rate X hrs worked X .0021)					
Liability insurance for Election Day Alternate/Clerks (15)		\$ 12.00	232.5	0.0021	\$5.86
(hourly rate X hrs worked X .0021)					
Total Insurance Charges					\$117.54
Cell Phones		Price	Quantity	Total	
Verizon Wireless phone (subject to change with out notice)		\$90.00	1	\$90.00	
Total Cell Phone Charges				\$90.00	
Subtotal				\$50,648.15	
Administrative Fees (10%)				\$5,064.82	
ESTIMATED GRAND TOTAL				\$55,712.97	
*Shared Cost with County					

THE STATE OF TEXAS §
 § CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, **Yvonne Ramón**, hereinafter referred to as “**ADMINISTRATOR**”, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF WESLACO**, hereinafter referred to as the “**ENTITY**”, pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called a **GENERAL ELECTION** and a **SPECIAL ELECTION** to be held on **NOVEMBER 3, 2020**;

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **NOVEMBER 3, 2020** election of the ENTITY(the “Election”); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes, if applicable two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Section 271.003 (a) & (b) the location of a common polling place may be a regular county polling place used in a joint election, where the voters of a particular election precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the election precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election; and

WHEREAS, pursuant to Section 43.007 of the Texas Election Code, the COUNTY has approved participation in a **countywide** polling place program, which allows the commissioners court to eliminate county election precinct polling places and establish **countywide** polling places for the election held on **NOVEMBER 3, 2020** and any resulting runoff; and

WHEREAS, pursuant to Section 43.007(e), each countywide polling place must allow a voter to vote in the same elections in which the voter would be entitled to vote in the county election precinct in which the voter resides; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I PURPOSE

- 1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **NOVEMBER 3, 2020**, and any runoff, if applicable.

ARTICLE II SERVICES

- 2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:
- (A) Procure, provide, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including Early Voting and Election Day polling locations, for the ENTITY;
 - (B) Prepare and provide Direct Recording Electronic device training for election workers;
 - (C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every Verity Touch voting machine to be utilized by ENTITY during Early Voting and Election Day;
 - (D) Procure, provide, prepare and code Electronic Poll Book(s) per polling locations with the Voter Registration Database. To include laptop(s), training for poll book, insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;
 - (E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;
 - (F) Provide training for Judges/Clerks;
 - (G) Procure, provide, prepare, and distribute all necessary election supplies, including:
 - 1. Ballots (print and distribution only);
 - 2. Election kits and election paperwork;
 - 3. Ballot boxes and voting booths;

- (H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;
- (I) Procure Early Voting polling places and Election Day polling places;
- (J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;
- (K) Prepare, distribute, and publicize joint notice of election (Texas Election Code Section 4.003(a)(1) and Early Voting and Election Day schedules in newspaper;
- (L) Notify the election judges of the date, time and place of the election;
- (M) Procure and pay election judges and clerks for Early Voting and Election Day voting;
- (N) Provide general supervision during the contracted Election period. Advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY may be provided on an as needed basis;
- (O) Procure and pay Ballot Board members;
- (P) Provide information for election officers;
- (Q) Provide such incidental related services as may be necessary to conduct the election;
- (R) Serve as the Early Voting Clerk;
- (S) Establish a Central Counting Station for the purpose of tabulating ballots; and
- (T) Tabulate election results in preparation for ENTITY's canvassing.
- (U) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058, at which time, the records will be retained by the Hidalgo County Elections Administrator to serve as custodian for the remainder of the twenty-two month preservation period.
- (V) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;
- (W) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor;
- (X) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;

- (Y) If applicable, the COUNTY agrees to provide the election services described herein for a Runoff election.
- i. The County may combine polling locations in accordance with section 42.0051 of the Election Code, in order to properly supervise and conduct a Runoff election.
 - ii. If a Runoff election is required, the ENTITY hereby agrees to the combining of polling locations, in accordance with section 42.0051 of the Election Code.
 - iii. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the costs for any Runoff Election services to be rendered by the ADMINISTRATOR'S office pursuant to the terms of this Contract as soon as practicable, once a Runoff is determined necessary.
 - iv. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received regarding the Runoff.

2.02 The ENTITY shall be responsible for performing the following:

- (A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;
- (B) Pay the proportionate cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of \$14.00 per hour for Election Judges and \$12.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and Election Day and pay the proportionate cost for training of Judges and Clerks at the rate of \$10.00 per hour per person.
- (C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and Election Day;
- (D) Canvass the Election Results for the ENTITY'S governing body;
- (E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:
 - (1) the authority with whom applications of candidates for a place on a ballot are filed; and
 - (2) the authority with whom documents are filed under Title 15. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots for 60 days after the date of the election, as required by Texas Election Code 66.058, at which time, the records will be retained by the Hidalgo County Elections Administrator to serve as custodian for the remainder of the twenty two month preservation period.
- (F) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;
- (G) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

- (H) If applicable, in consideration for the services provided for a Runoff Election by the COUNTY, the ENTITY agrees to pay ADMINISTRATOR for the costs of services for a Runoff election.
- (I) Create the appropriate ballot style and candidate placement for the Entity's election. Once confirmed and/or corrected Entity shall verify the appropriateness of their ballot under the law.

ARTICLE III SCHEDULE FOR PERFORMANCE OF SERVICES

- 3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV SERVICES NOT PROVIDED BY COUNTY

- 4.01. ADMINISTRATOR shall have no responsibility for ensuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results. In addition, ADMINISTRATOR shall have no responsibility for creating the appropriate ballot and candidate placement for the Entity's election.

ARTICLE V TERM

- 5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 Verity Touch Voting Machines:

- (A) One base charge of \$475.00 for Coding Verity Touch ballot for voting machines, a \$25.00 additional charge per additional ballot styles and a minimum of a \$10.00 charge for requested changes on Coded Ballot;
- (B) A \$10.00 recording fee for each Audio File;
- (C) Cost of creating election media, such as but limited to V-drives, Verity Keys; etc. at \$100.00 per location.
- (D) The amount of \$186.00 leasing fee for each Verity Controller, a \$186.00 leasing fee for each Verity Touch Voting Machine and a \$210.00 leasing fee for each Verity Touch Access Voting Machine;
- (E) Cost of delivery and pick-up of Verity Touch Voting Equipment for Each Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
- (F) The above described fees shall be additionally charged for any Runoff Election.

- 6.02 Electronic Poll Book:
- (A) Database access at \$100.00 per day;
 - (B) To include but not limited to the Early Voting and Election Day laptop rentals at \$150.00 per location;
 - (C) Printer label fee of \$.03 per label (price subject to change);
 - (D) Creation of separate Username and password for each polling location at \$20.00 per location;
- 6.03 Fee for Early Voting and Election Day Combination forms, maps, election kits, Verity Access Thermal code paper and 'I VOTED' stickers. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;
- 6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;
- 6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable)
- 6.06 Reimbursement rental fees incurred for early voting polling places and Election Day polling places, as ordered and if applicable;
- 6.07 (A) Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for a the cost of payroll for election workers at \$14.00 per hour for Election Judge, \$12.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at \$10.00 per hour per person;
- (B) Reimburse the County for the cost of payroll overtime incurred by County for regular full time County employees who work during the contracted election (cost to be shared with each contracted entity);
- 6.08 Pay for the cost of the Ballot Board judge at \$14.00 per hour and Ballot Board clerks at \$12.00 per hour;
- 6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;
- 6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;
- 6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of \$10.00 per phone line and a vendor base fee of \$4.99 per phone line;
- 6.12 Billing:
- (A) The form of the invoice to be used in the final billing by the COUNTY, includes a good faith estimate of costs and is attached hereto as Exhibit A.
 - (B) After the election and as soon as practicable, upon receiving final invoice from third party vendors, the ADMINISTRATOR shall prepare and will send to the ENTITY, a final itemized invoice with the actual costs of the Election and will include the 10% Administrative Fee of the actual costs as set forth by Texas Election Code Sec. 31.100 (d).

(C) Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

(D) Payment shall be made by check payable to the Hidalgo County Elections Department.

(E) Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Elections Administrator
Hidalgo County Elections Department
PO Box 659
Edinburg, Texas 78540

Mr. David Suarez
Mayor
255 South Kansas Ave.
Weslaco, Texas 78596

(F) Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII GENERAL PROVISIONS

- 8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.
- 8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.
- 8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2020

APPROVAL COUNTY OF HIDALGO:

THE CITY OF WESLACO
ENTITY

BY: _____
RICHARD F. CORTEZ
COUNTY JUDGE

BY: _____

PRINT: DAVID SUAREZ
TITLE: MAYOR

ATTEST:

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

BY: _____

PRINT: _____

TITLE: _____

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
JOSEPHINE RAMIREZ SOLIS,
Assistant District Attorney



Standardized Agenda Request Form

Date of Meeting: October 6, 2020		Agenda Item No. (to be assigned by CSO): 2020-3612	
From:			
Subject: Discussion and consideration on amendments and extension from October 7, 2020 to November 7, 2020 for Disaster Declaration (COVID-19) and any reports related to such executive orders and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Approve.			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: October 6, 2020		Agenda Item No. (to be assigned by CSO): 2020-3628
From:		
Subject: Discussion and consideration on request from Rotary Club of Weslaco to display flags on Veteran's Day, Memorial Day, Flag Day and 4th of July along 18th Street at Harlon Block Sports Complex Park and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)		
Background: The Rotary Club of Weslaco plans on placing flags along 18th street at Harlon Block Park. Their goal is to display 100 US Flags during 4 national holidays, Veteran's Day, Memorial Day, Flag Day, and 4th of July. They plan to zip tie 6' to 8' poles with 3'x5' flag to the fence line and pick up and properly recycle them once done with the display.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Aida Vega	Created/Initiated	
Omar Rodriguez	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Letter to city for Flag Displays - Rotary letterhead		
Responsibilities upon Approval:		

Rotary

Club of Weslaco



September 15, 2020

Mike Perez
City Manager
City of Weslaco
255 S. Kansas Ave
Weslaco, TX 78596

Greetings Mr. Perez! Thank you for taking my call the other day and discussing our Plans for placing flags along 18th street at Harlon Block Park. Our goal is to display 100 US Flags during 4 national holidays, Veteran's Day, Memorial Day, Flag Day, and 4th of July. We are looking at 6-8 ft poles with a 3x5 flag on it. We plan to use Zip Ties to hold the flags to the fence line and we will pick up and properly recycle them once we are done with the display.

Should you have any questions, please do not hesitate to call. Thank you for always being supportive of our projects and we look forward to addressing this with the commission if necessary. Have a wonderful day and thank you for all the work you do for our community.

Yours in Service,

Ramon Resendez
President 2020-2021
956-793-5583

2020-2021 Officers

Ramon Resendez
President
Veronica Gonzalez
President-Elect
Lupita Borrego
Treasurer
Patrick Gonzalez
Secretary
Margie Perez
Immediate Past President
Terry Barbee
Sergeant at Arms
Dina Murillo
Club Administration
Corina Rodriguez
Club Service
Laura Lopez
Public Relations
Patty Tamez
Scholarship Coordinator
Scott Vaughan
Service Projects

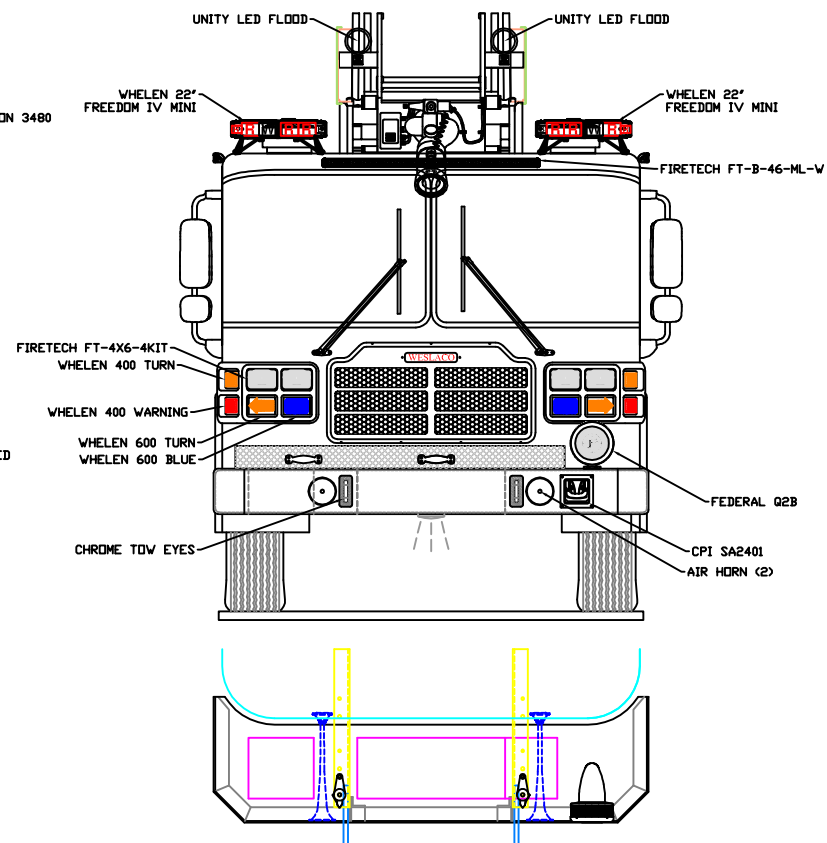
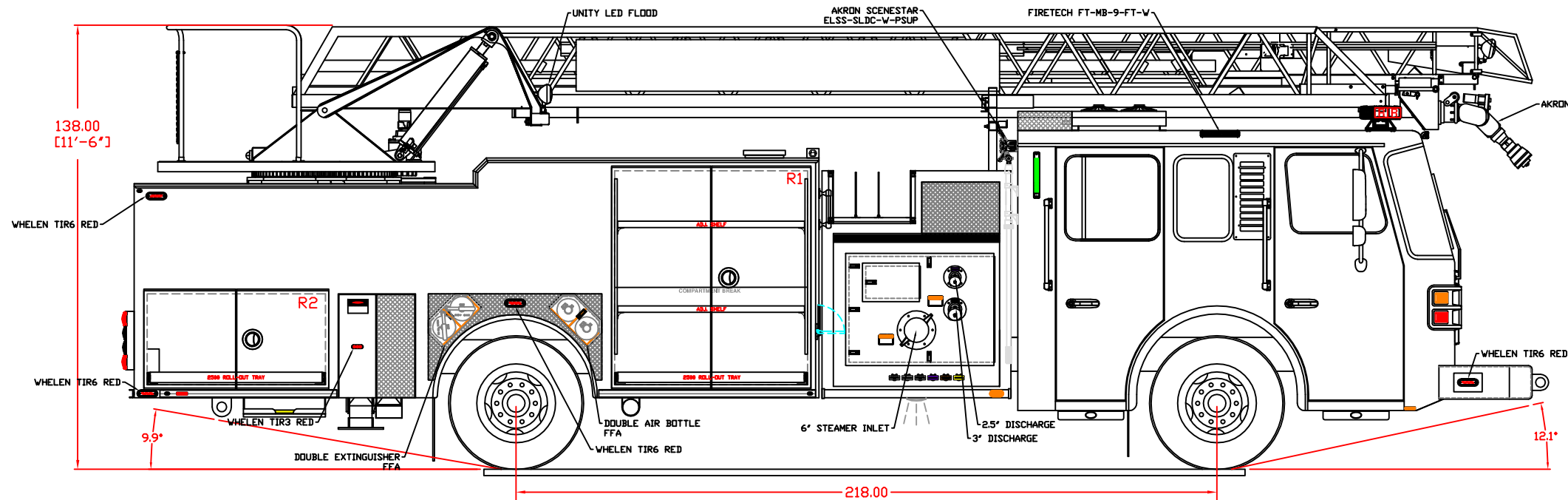
We meet every
Thursday at noon at
Valley Nature Center
301 S.Border Ave
Weslaco, TX 78596

"Service above Self"



Standardized Agenda Request Form

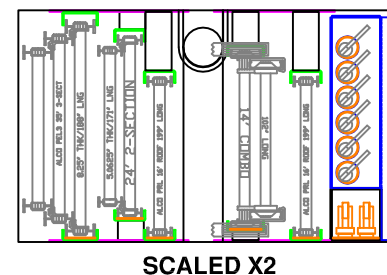
Date of Meeting: October 6, 2020		Agenda Item No. (to be assigned by CSO): 2020-3636	
From:			
Subject: Discussion and consideration on the purchase of a Quint Fire Truck through HGACBuy Contract FS12-19 at a cost of \$878,232.97 out of the Fire Department Apparatus Replacement Program fund and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)			
Background: Quint Fire Truck through HGACBuy Contract FS12-19 at a cost of \$878,232.97 out of the Fire Department Apparatus Replacement Program fund. This apparatus is outlined in 2020-2021 budget year for replacement of a current Fire Engine. This unit is called a "Quint" which has 5 firefighting functions on 1 apparatus = Fire hoses, Ground Ladders, Fire Pump, Water Tank, and Ariel Device. Will have a 2000 GPM pump.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Antonio Lopez		Approved	
Vidal Roman		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: Fire Truck Drawing - Weslaco, TX, Weslaco HD77 Shop Order, Contract Pricing Verification City of Weslaco 9.23.2020, Weslaco Motor Vehicles Contract Pricing Worksheet			
Responsibilities upon Approval:			



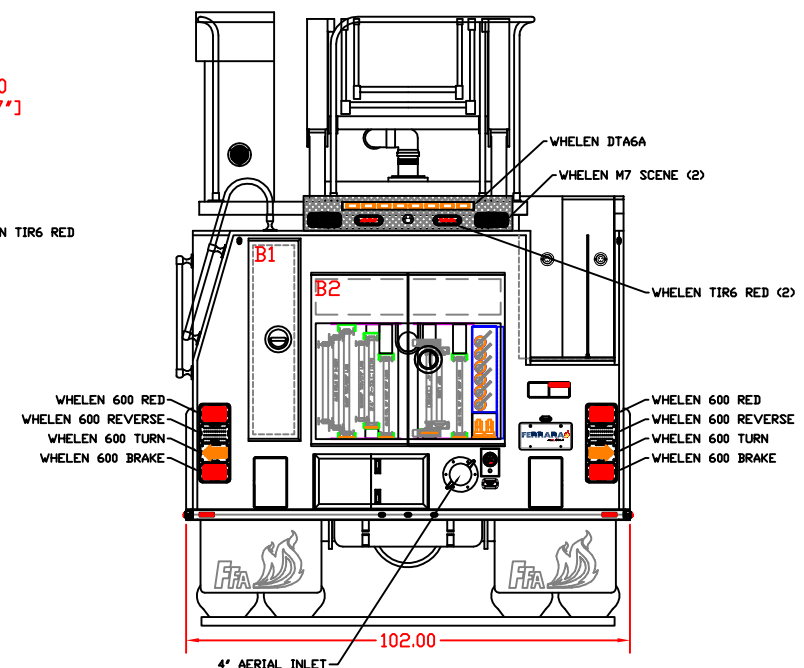
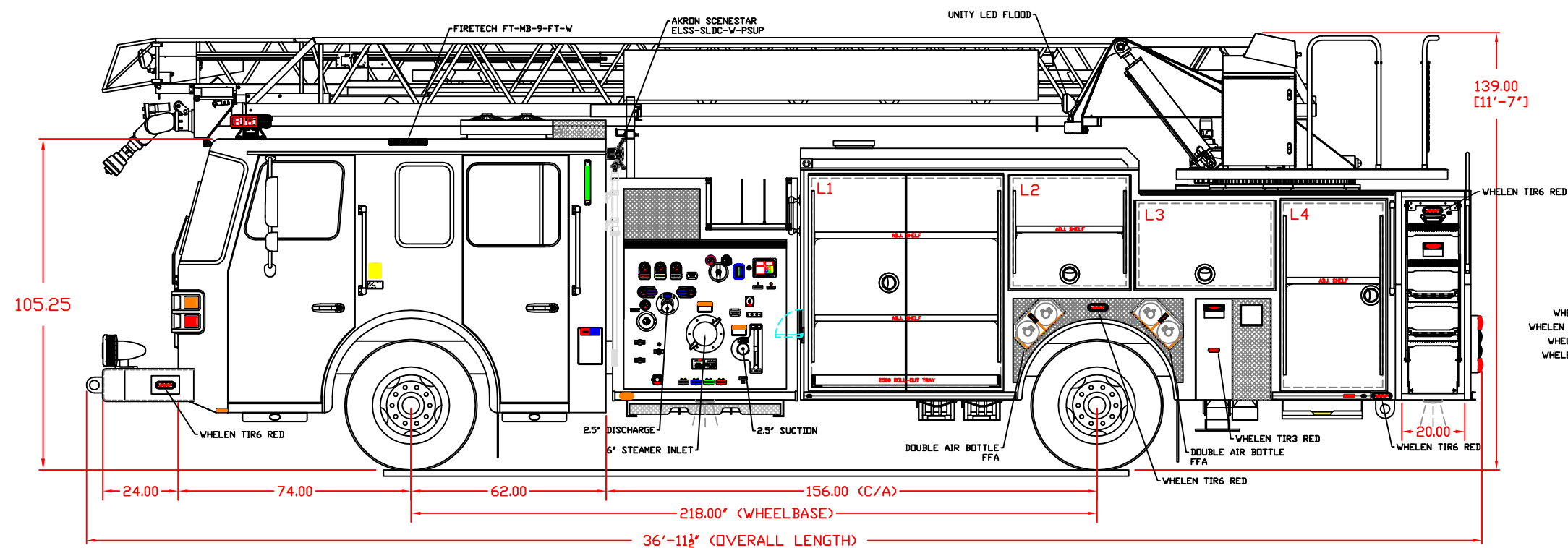
COMPARTMENT DIMENSIONS		
COMPT.	OPENING	INTERIOR
L1	60W X 66.25H	60W X 66.25H X 24D
L2	36W X 34H	36W X 38H X 24D
L3	42W X 26H	42W X 30H X 24D
L4	31.5W X 58.25H	31.5W X 58.25H X 24D
R1	60W X 66.25H	60W X 66.25H X 12/24D
R2	55.5W X 28H	55.5W X 28H X 24D
B1	9.5W X 43H	9.5W X 43H X 23D
B2	42W X 8H	42W X 8H X 23D

IT IS UNLAWFUL TO COPY OR REPRODUCE ANY OR ALL OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF FERRARA FIRE APPARATUS. ANY UNAUTHORIZED REPRODUCTION WILL RESULT IN PROSECUTION TO THE FULLEST EXTENT OF THE LAW. DIMENSIONS AND ITEM LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO DEVIATIONS THAT MAY OCCUR OR BE NECESSARY DURING CONSTRUCTION. SOME DETAILS MAY NOT BE SHOWN.

SUPPLIED LADDERS	
10' FOLDING LADDER (FL-10)	1
14' COMBO LADDER (CJL-14)	1
16' ROOF LADDER (PRL-16)	2
24' 2 SECT. LADDER (PEL-24)	1
35' 3 SECT. LADDER (PEL3-35)	1
6', 8', 12' PIKE POLE	2 EA.



FERRARA 
REV GROUP
WESLACO FIRE DEPARTMENT
WESLACO, TX
REFERENCE DRAWING
2,000 GPM WATEROUS CSU PUMP
500 GALLON WATER TANK



Weslaco Fire Department
Chief Antonio Lopez
119 East 5th Street
Weslaco, Texas 78596
956-447-3415

Lone Star Emergency Group
Jerry Haack
4553 Aldine Bender
Houston, Texas 77032
jerry.haack@lonestareg.com

Exp. Date: 08/24/2020
Quote No: 10125-0011
06/29/2020

Page 1

PART NO	S	DESCRIPTION	QTY	ID
== Legals - Aerial - 520.001 05/01/20 ==			1	FE
00-02-2220	S	Proposal Response (Aerial)	1	FE
00-04-0220		Apparatus Purchase - Buy Board Contract	1	FE
00-06-0420		Payment Terms: Ferrara Standard	1	FE
00-12-0620	S <	Principal Dimensions	1	FE
00-14-0220		> Drawings - Proposal	1	FE
00-14-0620		Drawings - Approval	1	FE
00-16-0620		Pre-Construction Conference - Fire Departments Location	1	FE
00-16-8820		Training - Ladders/Platforms, 3 Days	1	FE
00-18-1020		Vehicle Transportation - Fire Department Supplied	650	FE
00-18-1820		Delivery Time: Calendar Days	330	FE
00-22-1020	S	Service Center (Edit Service Center)	1	FE
== CHASSIS - Aerial RM, HD77 300/400/500 Tank - 520.001 05/01/20 ==			1	FE
00-D2-0820		Custom XD Full Tilt Cab - CINDER AERIAL	1	FE
WHEELBASE / FRAMERAILS / COMPONENTS / ACCESSORIES			1	FE
02-A2-0220	S	Wheelbase: 218"	1	FE
02-A4-0630		Frame Rails - Full Length Double	1	FE
02-A4-2020		Paint - Frame Rail, Gloss Black	1	FE
02-A6-0420		Tow Eyes - Chrome, Thru the Bumper	1	FE
FRONT BUMPERS / COMPONENTS / ACCESSORIES			1	FE
02-B2-1020		> Front Bumper - 10-1/2" High, HD Frame Rail Style	1	FE
02-B4-0220		Recessed Pockets - Front Bumper Sides	1	FE
02-C4-2220		Front Bumper Extension - 24"	1	FE
02-D2-0220		Gravelshield - Front Bumper Extension	1	FE
02-D4-0620		Compartment - Front Bumper, Center	1	FE
02-D4-1220		Compartment - Front Bumper, Officer's Side	1	FE
02-D6-0420	S <	Compartment - Front Bumper, 3/4 Length x 4" Deep	1	FE
02-E6-4020	S	Cover - Raised Aluminum T/P, 3/4 Length	1	FE
02-M6-4020		Mechanical Siren - DS Pedestal Mount (P7), Federal Q2B	1	FE
02-M8-0220		Siren Wiring - Active in Response Mode Only	1	FE
02-M8-0620		Switch - Siren, Driver's Side Floor	1	FE
02-M8-1620		Switch - Siren, Driver's Side Dash	1	FE
02-P2-0420		> Air Horn - PS Thru Bumper (P2)	1	FE
02-P2-1020		> Air Horn - DS Thru Bumper (P6)	1	FE
02-P6-0220		Switch - Air Horn, Driver's Side Floor	1	FE
02-P8-0420		Air Horn Wiring - Active All Modes	1	FE
02-P8-1220		Switch - Air Horn, Officer's Side Dash	1	FE
02-R2-1420		Speaker - DS Thru Bumper (P7)	1	FE
02-R4-0420		Siren Speaker - Cast Product SA2401	1	FE
FRONT AXLES / COMPONENTS / ACCESSORIES			1	FE

PART NO	S	DESCRIPTION	QTY	ID
04-A2-1020		Front Axle - 24,000 Pounds, Hendrickson Steertek	1	FE
04-A6-0820		Steering System - Sheppard, 18,000 to 24,000 Pounds	1	FE
04-A8-0220		Chassis Alignment	1	FE
04-B2-1220		Front Suspension - 24,000 Pounds, Hnerickson Steertek	1	FE
04-C2-0620		Front Brakes - Disc, Meritor EX-225	1	FE
04-C4-0820		Cramp Angle - 45 Degrees	1	FE
04-D2-1420		Front Tires - Goodyear 425/65R22.5 "L" G296 MSA 23,000 Pounds	1	FE
04-E2-2420		Front Wheels - 22-1/2" x 12-1/4", Alcoa Aluminum	1	FE
04-E4-0220		Wheel Trim - Front, Baby Moons/Lug Nut Covers	1	FE
04-E4-2020		Mud Flaps - Front	1	FE
SINGLE REAR AXLES / COMPONENTS / ACCESSORIES			1	FE
04-G2-1620		Rear Axle - 35,000 Pounds, Meritor RS-35-185	1	FE
04-K2-8620		Rear Suspension - 35,000 Pounds, Spring	1	FE
04-M2-0220		Standard Differential - Single Axle	1	FE
04-M6-0420		Vehicle Top Speed: 60-62 MPH	1	FE
04-P2-0620		Rear Brakes - S-Cam 16-1/2" x 8.62"	1	FE
04-R2-4820		Rear Tires - Goodyear 315/80R22.5 "L" Endurance TSD 35,000 Pounds	1	FE
04-S2-2420		Rear Wheels - 22-1/2" x 9", Alcoa Aluminum	1	FE
04-S2-6020		Wheel Trim - Rear, Lincoln Hats	1	FE
04-S6-1220		Tire Pressure Monitor (Single Rear Axles) - LED Alert	1	FE
AIR BRAKE SYSTEM / COMPONENTS			1	FE
06-A2-0220		Harness and Hose Routing System	1	FE
06-A2-0420		Air Brake System - Color Coded Nylon w/1/4 Turn Drain Valves	1	FE
06-A2-4020		Chassis Air System Fittings - Push-Lock Type	1	FE
06-A2-6020		Air Compressor - Wabco 18.7	1	FE
06-A2-8020		Front Axle Service Brake Locking System	1	FE
06-A4-4020		> ABS/ATC/ESC System - SINGLE AXLE	1	FE
06-B4-2420		Air Dryer - Wabco System Saver 1200	1	FE
06-B4-6020		Air Inlet - Driver's Step Well	1	FE
ENGINES / COMPONENTS / ACCESSORIES			1	FE
08-A2-1020		Engine - 450 HP, Cummins L9 (EPA 2017)	1	FE
08-B2-0620		Engine Brake - Cummins L Series Engines	1	FE
ENGINE / COMPONENTS / COOLING SYSTEM - L SERIES ENGINES			1	FE
08-C2-0420		Cooling System - 1400 Square Inch Radiator	1	FE
08-C2-1420		Cooling System Fan - Cummins L Series Engines	1	FE
08-C2-2620		Radiator Coolant - Extended Life	1	FE
08-C2-4220		Coolant Hoses - Premium Rubber	1	FE
08-C2-4420		Coolant Hose Clamps - Gates PowerGrip	1	FE
08-C2-6020		Auxiliary Engine Cooler	1	FE
ENGINE / COMPONENTS / CHARGING SYSTEMS			1	FE
08-D2-2220		Alternator - 430 AMP, Delco Remy 55SI	1	FE
08-E2-0420		Battery System (4) - Exide (750 CCA Each)	1	FE
08-E4-0220		Battery Boxes - Stainless Steel	1	FE
08-E4-4220		Battery Jumper Studs	1	FE
08-E4-6220		Termination Point - Battery Box	1	FE
08-E6-0220		Battery Master Load Disconnect	1	FE
08-E8-1620		> Battery Charger - 40 AMP, Blue Sea 7532 P12	1	FE
08-G4-2420		> Receptacle - 20 AMP, Blue Sea Sure Eject 78510001	1	FE

PART NO	S	DESCRIPTION	QTY	ID
08-G4-4020		Receptacle Location - Driver's Side Cab Wheel Well Area	1	FE
08-G6-2020		Cover - Sure Eject Yellow, Blue Sea 7820	1	FE
08-G8-2420		Bar Graph Display - Remote, Blue Sea 7517	1	FE
08-G8-4020		Bar Graph Location - Driver's Seat Riser	1	FE
08-G8-8220		Plate - Shore Power Inlet	1	FE
TRANSMISSION / COMPONENTS / ACCESSORIES			1	FE
10-A2-0220	>	Transmission - Allison 3000 EVS	1	FE
10-A4-0620		Transmission Push Button Shifter - 5 Speed	1	FE
10-H2-0220		Drive line - 1710 Series	1	FE
10-H4-1820		Fire Pump Installation	1	FE
FUEL SYSTEM / COMPONENTS - L SERIES ENGINES			1	FE
10-J2-0220		Fuel Tank - 50 Gallon	1	FE
10-J4-0220		Fuel Lines - Reinforced Wire Braided	1	FE
10-J4-0420		Valve - Fuel Shutoff	1	FE
10-J4-0820		Fuel Filter - Secondary Filter	1	FE
10-J4-2020		Fuel Water Separator - Primary Filter	1	FE
10-J6-0820		DEF System w/5 Gallon Tank - Left Rear Under Cab	1	FE
10-J8-2020		DEF Fill w/Door - Left Crew Cab Extension	1	FE
10-M2-0820		Exhaust System - EPA 2017/18	1	FE
CAB CONFIGURATIONS - CINDER XD - SMFD thru LFD			1	FE
12-H6-0220	>	Custom Cab - Ferrara XD 96, XMFD Cab w/Flat Roof	1	FE
12-P2-0620		Cab Doors - Full Length, 4 Door Flat Roof Cab	1	FE
12-P4-0220		Cab Door Hinges - Concealed	1	FE
12-P6-0820		Cab Door Locks - Manual Paddle Type (4 Door Cab)	1	FE
12-P8-1020		Window Regulators - Electric (4 Door Cab)	1	FE
12-R2-0220		Window - Left Side Fixed, 16-1/2"W x 25-1/2"H	1	FE
12-R2-0420		Window - Right Side Fixed, 16-1/2"W x 25-1/2"H	1	FE
12-R4-0420		Cab Tilt Lock Suspension (Full Tilt Cab)	1	FE
12-R4-2220		Cab Tilt Electric Pump w/Manual Back-Up (Standard Location)	1	FE
CUSTOM CAB - EXTERIOR TRIM COMPONENTS			1	FE
14-A2-0420		Front Grille - Stainless Steel	1	FE
14-A2-2020	<	Front Grille Logo - Custom/Lighted	1	FE
14-A2-6220		Side Grille w/Ember Separator - Notched Right Side	1	FE
14-A4-0420		Cab Mirrors - Heated/Remote, Lang Mekra 300 Series AERO	1	FE
14-A4-8230	<	Cab Mirrors - Housings, Painted Cab Color	1	FE
14-A6-0220		Exterior Trim - Cab Handrails, Knurled Stainless Steel	1	FE
14-A6-1620		Fenderettes - Polished Stainless Steel	1	FE
14-A6-2020		Exterior Trim - Rear Step Well w/Removable Battery Access Covers	1	FE
14-A6-8220		Exterior Trim - Tread Plate, Back of Cab	1	FE
CUSTOM CAB - INTERIOR TRIM COMPONENTS			1	FE
14-G2-1020		Corrosion Protection/Sound Deadening - "F-Shield"	1	FE
14-G4-0220		Interior Cab Finish - "F-Shield" Dark Gray	1	FE
14-G4-2220		Interior Trim - Gray Floor Mats/Engine Tunnel Covering	1	FE
14-G4-6420		Interior Trim - Sprayed Aluminum, Rear Wall	1	FE
14-G6-0420	>	Interior Trim - Grab Handles (4 Door Cab)	1	FE
14-G6-4020		Interior Trim - Officer's Dash, Glove Box	1	FE
14-G6-6020		Interior Trim - Sun Visors (3)	1	FE
14-H2-0820		Interior Trim - Upper Door Panels "F-Shield" (4 Door Cab)	1	FE
14-H2-4220		Interior Trim - Lower Door Panels "F-Shield" (4 Door Cab)	1	FE
14-H4-1220		Interior Trim - Lower Door Panels Reflective Stop Sign (4 Door Cab)	1	FE
14-H4-2220		Interior Trim - Mounting Plate, Engine Tunnel	1	FE

PART NO	S	DESCRIPTION	QTY	ID
14-H4-4020		Interior Trim - Tool Mount Board, Pac Trac	2	FE
CUSTOM CAB - INSTRUMENTS AND CONTROLS			1	FE
14-K2-0100		Smart Truck Technology - AXIS	1	FE
14-K2-0420		Cab Instrumentation & Controls - Standard Gauges	1	FE
14-K2-0620		Driver's Information Display Panel	1	FE
14-K2-0810		Electrical System - Chassis, E2020	1	FE
14-K2-2020		Doghouse Mounted Switch Panel - Ferrara XD Aluminum	1	FE
14-K4-4020		Steering Column w/Self Canceling Turn Signals - Douglas	1	FE
14-P2-1620		> Heat/Air Conditioning - Under Dash and Rear Crew Area	1	FE
14-P2-2620		A/C Condenser Housings: Special Color	1	FE
CUSTOM CAB / SEATING / AIR BAG PROTECTION / EMS COMPARTMEN			1	FE
16-A2-1220		Seating / EMS Compartments - Bostrom	1	FE
16-A8-0420		Seat Material - Bostrom Durawear	1	FE
16-A8-1220		Seat Color - Gray/Black	1	FE
16-A8-2220		Fire Department Patch - Seat Head Rest	1	FE
16-A8-4020		Seat Belts - Standard 3-Point NON ABTS	1	FE
16-A8-6420		> SCBA Seats Brackets - IMMI Smart Dock	3	FE
16-A8-8020		No Filler Panels Required	1	FE
16-B4-0220		Seat - Driver, Bostrom Sierra Air-100 RX	1	FE
16-B4-2820		Seat - Officer Bostrom Tanker 450 SCBA	1	FE
16-C2-0620		Seat - DS Rear Facing Crew, Bostrom Tanker 450 SCBA	1	FE
16-D2-0620		Seat - OS Rear Facing Crew, Bostrom Tanker 450 SCBA	1	FE
16-K2-0220		> Compartment - Center Forward Facing EMS	1	FE
16-K2-0630		Door - Center Forward Facing EMS Compartment, ROM Roll Up	1	FE
16-K2-2020		Anodized Aluminum Sill Plate - Roll Up Door	1	FE
16-K2-2420		Keyed Lock - EMS Compartment Door	1	FE
16-K4-0620		Light - EMS Compartment, 36" OnScene Access 73036	1	FE
16-K6-0220		Shelf - Adjustable, Center Forward Facing EMS Compartment	2	FE
16-K8-0220		Receptacle - EMS Compartment, 120V Duplex Household	1	FE
16-K8-0420		> Outlet - EMS Compartment, 12V Power	1	FE
CUSTOM CAB - ACCESSORIES			1	FE
16-M2-0620		Accessory Panel - Blue Sea 4365	1	FE
16-M2-2030		Console - Engine Tunnel Mounted, MVP Style	1	FE
16-M2-2220		Radio - WB/AM/FM/CD/iPod/Sat w/Speakers, Jensen	1	FE
16-M2-6020		> 12-Volt Power and Ground Studs (2)	1	FE
16-M4-2420		Electronic Siren - Whelen 295SLSA1	1	FE
16-M6-0620		Electric Horn - Single	1	FE
16-M6-2020		Back Up Alarm - 107 dB, Whelen WBUA107	1	FE
CUSTOM CAB - INTERIOR LIGHTING			1	FE
16-P2-0220		Lights (4) - LED Cab Dome, 6" Red/Clear Whelen 60CREGCS	1	FE
16-P2-6020		Light - Open Door, Whelen OS LED	1	FE
16-P4-0220		Lights (6) - Step Well, TecNiq D04 Linear Dragon	1	FE
16-R4-0420		Lights (2) - Engine Maintenance, LED	1	FE
CUSTOM CAB - EXTERIOR ILLUMINATION			1	FE
18-A2-0220		Front Cab Lighting - Whelen 600 Series LED	1	FE
18-A4-0830		Headlights - LED, FireTech FT-4X6-4KIT	1	FE
18-A6-0420		< Lights (2) - Turn Signal, Whelen 600 Series LED (Headlight Module Mounted)	1	FE
18-A6-1220		< Lights (2) - Turn Signal/Marker, Whelen 400 Series LED	1	FE
18-A6-6020		< Lights (2) - Cornering, LED	1	FE
18-A6-6420		< NO FRONT CAB FACE DOT LIGHTS REQUIRED	1	FE
18-B4-0620	S	Lights (2) - Inboard Lower Front Warning, Whelen 60R02FCB LED (Blue w/Clear Lens	1	FE

PART NO	S	DESCRIPTION	QTY	ID
18-D2-0820		Lights (4) - LED Cab Ground, Whelen 20C0CDCD	1	FE
AUDIO / VISUAL COMMUNICATION SYSTEMS			1	FE
18-M2-0420		Camera/Video System - Fire Research inView360 SNA100-A00	1	FE
18-M2-0620		Monitor - 7.4" Color, Fire Research SNA010-B10	1	FE
		== Chassis Mods - Custom - 520.001 05/01/20 ==	1	FE
NFPA SAFETY SIGNS			1	FE
18-P2-0220		Safety Signs - General Requirements	1	FE
18-P2-0420		Safety Signs - Battery Explosion, FAMA01	1	FE
18-P2-0620		Safety Signs - Rotating Shafts, FAMA02	1	FE
18-P2-0820		Safety Signs - Hot Surfaces, FAMA03	1	FE
18-P2-1020		Safety Sign - Hot Exhaust, FAMA04	1	FE
18-P2-1220		Safety Sign - Spinning Fan, FAMA05	1	FE
18-P2-1420		Safety Signs - Seated & Belted, FAMA07	1	FE
18-P2-1620		Safety Sign - Air Conditioning Refrigerant, FAMA09	1	FE
18-P2-1820		Safety Sign - Cab Equipment Mounting, FAMA10	1	FE
18-P2-2020		Safety Sign - Fire Service Tire Rating, FAMA12	1	FE
18-P2-2220		Safety Sign - Electronic Stability Control, FAMA13	1	FE
18-P2-2420	S	Safety Sign - Cab Seating, FEMA14	1	FE
18-P2-2620		Safety Signs - Helmet Worn in Cab, FAMA15	1	FE
18-P2-2820		Safety Sign - Vehicle Backing, FAMA17	1	FE
18-P2-4020		Safety Signs - Intake/Discharge Cap Pressure, FAMA18	1	FE
18-P2-4220		Safety Signs - Hose Restraint Required, FAMA22	1	FE
18-P2-4420		Safety Signs - Climbing Method Instruction, FAMA23	1	FE
18-P2-4620		Safety Signs - Riding on Exterior, FAMA24	1	FE
18-P2-4820		Safety Sign - Pump Training, FAMA25	1	FE
18-P2-6020		Safety Signs - No-Step, FAMA26	1	FE
18-P2-6220		Safety Sign - Siren Noise, FAMA42	1	FE
18-P4-1020		Safety Sign - Apparatus Movement Warning	1	FE
18-P6-0220		Plate - Fluid Capacity	1	FE
18-P6-0420		Plate - Overall Height/Length/Weight	1	FE
		== Pump Enclosure - Aerials - RML - 520.001 05/01/20 ==	1	FE
20-A2-0230		PUMP MODULE - SIDE MOUNT EXTRUDED ALUMINUM	1	FE
20-A4-2220		Separate Pump Module - Extruded	1	FE
20-A4-4020		Trim - Dunnage Area, Tread Plate	1	FE
20-C4-0220		Pump Panels - Black Anodized Aluminum	1	FE
20-C6-1020	>	Pump Panel - Fully Hinged, Right Side	1	FE
20-D6-0220		Light - Left Side Pump Panel, OnScene LED Access	1	FE
20-D6-1220		Light - Right Side Pump Panel, OnScene LED Access	1	FE
20-D8-0620		Light - Pump Compartment, LED	1	FE
20-F4-0220		Running Boards - Slotted Aluminum, Left & Right Side	1	FE
20-F8-0220	>	Slide-Out Platform - Pump Operator's, 500-Pound Capacity	1	FE
20-H4-0220		Air Outlet - Pump Panel	1	FE
20-H4-0820		Switch - Air Horn, Pump Panel	1	FE
20-J4-2420		Pressure Governor - Class 1 TPG Plus	1	FE
20-J6-0220		Gauges - 2-1/2" Pressure, Metal Face	1	FE
20-J6-6220		Gauge Bezels - Color Coded	1	FE
20-M4-0220		Tags - Pump Panel, Color Coded (Metal)	1	FE
22-A4-0820		Pump System - 1250-2000 GPM Single Stage, Waterous CSU	1	FE
22-F4-0220		Packing Glands - Waterous	1	FE
22-F4-1420	>	Flame Plated Impeller Hub - Waterous	1	FE
22-G2-0220		Pump Shift - Dash Mounted	1	FE
22-J4-0220		Primer - Pump, Waterous VPO (Oil Less)	1	FE

PART NO	S	DESCRIPTION	QTY	ID
22-P2-0220		Valve - Master Pump Drain	1	FE
22-P2-1220		Valve - Individual Drain, 3/4" 1/4 Turn	1	FE
22-R2-0420		Pump Test Points - Waterous Pumps	1	FE
22-R2-2220		Certification - Pump, 2000 GPM Pump	1	FE
22-R4-0420		Plate - Pump Test Certification	1	FE
24-A2-1620		Steamer Inlets - 6" w/Long Handle Cap, Left & Right Side	1	FE
24-G4-0220		Valve - Waterway Dump	1	FE
24-G4-0420		Valve - Waterway Drain	1	FE
24-G4-1220		Rear Inlet - Aerial Waterway, 4" Stainless Steel	1	FE
24-J8-0420		Valve - Intake Relief, Akron 53	1	FE
24-R2-0420		Tank-To-Pump - 3" Valve w/Push-Pull Control	1	FE
24-S6-0420	>	Tank Fill - 1-1/2" Valve w/Push-Pull Control	1	FE
24-T2-0420		Cooler - Engine, 1/2" Line w/ 1/4 Turn Valve	1	FE
24-T2-0620		Cooler - Pump, 3/8" Line w/ 1/4 Turn Valve	1	FE
24-W2-0220	>	Plumbing - Stainless Steel	1	FE
24-W4-0220		Plumbing Finish - Natural	1	FE
26-A2-0820		Apparatus Valves - Akron Brass 8800 Series/Waterous	1	FE
26-D2-0420		Suction - Left Side, 2-1/2" Valve w/Swing Control at Valve	1	FE
28-00-0140		DISCHARGE OUTLETS - AERIALS	1	FE
28-00-0220		All 2-1/2" Side Discharge Outlets Terminate 30-Degree Elbows	1	FE
28-D4-0420		Crosslays (2) - Double Lay, 2" Valve w/Push Pull Control	1	FE
28-D6-2020		Crosslay - Double Lay, 2-1/2" Valve w/Push Pull Control	1	FE
28-D8-0820		Cover - Hypalon w/End Flaps, Crosslays	1	FE
28-D8-2220		End Flaps - Hypalon w/Snaps, Crosslays	1	FE
28-D8-6020		Cover/End Flaps Color: Red	1	FE
28-H8-0220		Discharge - Left Side, 2-1/2" Valve w/Push-Pull Control	1	FE
28-K2-8020		Discharge - Left Panel, Aerial Waterway 4" Valve w/Handwheel Control	1	FE
28-K2-9920		Flowmeter - Pump Panel, Fire Research DFA400-040	1	FE
28-K4-0220		Discharge - Right Side, 2-1/2" Valve w/Push-Pull Control	1	FE
28-K4-4620	>	Discharge - Right Side, 3" Valve w/Handwheel Control	1	FE
32-E2-2020		Return Line - Fill Subsurface	1	FE
92-C4-2620	<	Elbow - 3" FNST x 5" Storz 30 Degree, KocheK SKE53R	1	FE
92-C4-6220	<	Elbow - 4" FNST x 5" Storz 30 Degree, KocheK SKE45R	1	FE
92-F4-0820		Cap w/Chain - 5" Storz, KocheK CC507	1	FE
92-F4-0820		Cap w/Chain - 5" Storz, KocheK CC507	1	FE
		== Bodies - Aerial RML, HD77 300/400/500 Tank - 520.001 05/01/20 ==	1	FE
		WATER TANKS / COMPONENTS / ACCESSORIES	1	FE
32-A2-2620	>	Water Tank - Polypropylene, 500 Gallons (R)	1	FE
32-D8-0420		Certification - NFPA Water Tank Size	1	FE
34-A2-1220		Gauge - Water Level, Tank Vision Pro WLA300-A00	1	FE
34-B2-1420	>	Lights (2) - Water Level, FRC MAXVISION WLA280-A00	1	FE
56-A2-0420		Body - Extruded Aluminum, HD77-S Rear Mount Ladder	1	FE
56-B2-1020		Body Sub frame - Extruded Aluminum	1	FE
56-B2-4025		Body/Compartment Construction - HD57 / HD77 Aerials	1	FE
56-B2-4420		Wheel Well Panels & Fenders - Body, Aluminum Tread plate	1	FE
56-B2-6820		Hose Bed - EZ Stack, Right Rear	1	FE
56-C2-2620		Compartments - Left Side, Rescue Style w/NO Hose Chute	1	FE
56-C8-0220	>	Compartment Doors - Left Side Hinged, NON_Locking Flush Look	4	FE
56-C8-1020	< >	Door Extension - Paddle Latch	1	FE
56-C8-1420	< >	Pull Down Strap - Compartment Door	1	FE
56-D2-4020		Compartments - Right Side, Rescue Style w/EZ Stack	1	FE
56-D8-0220		Compartment Doors - Right Side Hinged, NON_Locking Flush Look	2	FE
56-D8-1020	< >	Door Extension - Paddle Latch	2	FE
56-E2-0220		Turntable Access - Swing Out, Left Rear	1	FE
56-E4-0220		Compartment - Ladder/Pike Pole Storage, Torque Box	1	FE

PART NO	S	DESCRIPTION	QTY	ID
56-E4-1420	<	Compartment Door - Ladder Compartment, Hinged, NON_Locking Flush Look	1	FE
56-E4-4020		Tubes (6) - Pike Pole Storage	1	FE
56-E4-6820		Cover Plates - Outrigger, Stainless Steel	1	FE
58-C2-0220	S < >	Compartment - Intermediate Rear	2	FE
58-C2-1020	<	Compartment Door - Intermediate Rear Hinged, NON_Locking Flush Look	1	FE
60-A2-4820		Vertical Load Test - Body	1	FE
64-B2-0430	>	Compartment - Wheel Well Double Air Bottle, Left Front (FFA)	1	FE
64-B4-0430		Compartment - Wheel Well Double Air Bottle, Left Rear (FFA)	1	FE
64-B4-6230	>	Compartment - Wheel Well Double Air Bottle, Right Front (FFA)	1	FE
64-B6-6420		Compartment - Wheel Well Double Extinguisher, Right Rear (FFA)	1	FE
64-B8-0220		Doors - Wheel Well Compartments, Stainless Steel	1	FE
66-A2-0420		Body Trim Package	1	FE
66-A2-2420		Fuel Fill - Recessed w/Door, Left Side	1	FE
66-A2-4420		Mud Flaps - Rear	1	FE
66-A2-4620		Rub Rail - Extruded Aluminum	1	FE
66-A4-4420		Step - Chrome Folding, Front of Body	2	FE
66-A4-8820		Tow Eyes (2) - Rear, Below Body	1	FE
66-A4-8900		Storage Rack - Outrigger Ground Pads	1	FE
66-A4-8920		Pads (2) - Auxiliary Stabilizer	1	FE
66-A6-0620		Handrails (2) - Aerial Access, Knurled Aluminum	1	FE
66-A6-6420	<	Handrail - Front of Body, 12" Knurled Aluminum	2	FE
66-A8-2020		Divider - Hose Bed, Aerial	1	FE
66-A8-4220		Cover - Hose Bed, Hypalon	1	FE
66-A8-6420		End Flap - Hypalon w/Snaps, Hose Bed	1	FE
66-A8-8020		Cover/End Flap Color: Red	1	FE
66-A8-8820		Hose Bed Capacity	1	FE
		== Body Components - Aerials - 520.001 05/01/20 ==	1	FE
66-B2-0620	< >	Unistruts - Aluminum, Per Compartment	4	FE
66-B2-4620	<	Shelf - Adjustable, 24-28" Deep	6	FE
66-C2-0620	<	Tray - 250 Pound Roll-Out, 24-28" Deep	3	FE
		== Aerial Ladder - Rear Mount, HD77 - 520.001 05/01/20 ==	1	FE
68-A2-2420		Ladder - 77' Rear Mount	1	FE
68-A6-0420		Specifications - 77' Rear Mount Ladder	1	FE
68-B2-0420		Construction / Dimensions - 77' Rear Mount Ladder	1	FE
68-C2-1020		Covers - Rung, Serrated Rubber	1	FE
68-C2-2020		Egress - Bolt-On	1	FE
68-C2-2220		Steps (2) - Folding, Fly Section	1	FE
68-C2-2420		Eyelets - Rescue, Aerial Fly Section	1	FE
68-C2-4020		Extension Indicator Base Section	1	FE
68-C2-4420		Angle Indicator - Lighted, Aerial Base Section	1	FE
68-C2-6420	< >	Sign Plates (2), Ladder Base Section, Job Color	1	FE
68-C4-0420		Torque Box	1	FE
68-C4-6020	>	Travel Support - Rear Mount Ladders, Heavy Duty	1	FE
68-D2-0420		Hydraulic System	1	FE
68-D2-4020		Power Take-Off	1	FE
68-D2-4420		Hydraulic Pump	1	FE
68-D4-8020		Gauges - Hydraulic Pressure	1	FE
68-D4-8420		Kit - Filter Isolation	1	FE

PART NO	S	DESCRIPTION	QTY	ID
68-D4-8620		Emergency Pump	1	FE
68-D4-8820		Swivel - Hydraulic	1	FE
68-D4-9020		Swivel - Electric	1	FE
68-D6-0420		Elevation System	1	FE
68-D6-4220		Extension / Retraction System	1	FE
68-D6-6820		Extension / Retraction System Pulleys - Greaseless	1	FE
68-D6-8020		Wear Pads / Bearing Surfaces	1	FE
68-D8-0420		Rotation Bearing - Heavy Duty	1	FE
68-D8-2220		Rotation Gear Box	1	FE
68-D8-4020		Tool Kit	1	FE
68-E2-0620		Stabilizers - Rear	1	FE
68-E2-4020		Outrigger Cylinder Stroke	1	FE
68-E4-1200		NO MECHANICAL PINS IN PENETRATION TUBES	1	FE
68-E4-2040		Hot Dip Galvanizing - Outriggers	1	FE
68-E4-4020		Stabilizer - Extension System	1	FE
68-E4-6220		Lights - Stabilizer Work, LED	1	FE
68-F2-0220		Controls - Stabilizer, Electric/Hydraulic	1	FE
68-F2-1020		Controls - Ground Station	1	FE
68-F4-0820		Turntable - Cut-off Right Side	1	FE
68-F6-1320		Safety Chain - Stainless Steel	1	FE
68-F6-2020	<	Controls - Turntable Console	1	FE
68-F6-8020		Load Sensing System - Automatic	1	FE
68-G2-0220		Interlock System - Aerial Stow Operation w/Indicator Light	1	FE
68-G2-0420		Interlock System - Cab/ Body Damage Control	1	FE
68-G2-0620		Interlock System - Rotation	1	FE
68-G2-0820		Retraction Safety System	1	FE
68-G2-1020		Interlock System - Cradle	1	FE
68-H2-0420		Waterway System	1	FE
68-H2-2220		Waterway Material	1	FE
68-H2-4420		Waterway - Retractable / Dual Position, Electric	1	FE
68-H4-0630		Monitor - Akron 3480 w/5178 1500 GPM Nozzle, 165-Degree Travel	1	FE
68-H4-8820		Capabilities Monitor Flowing Water	1	FE
68-H6-6020		Master Stream - Controls, Tip/Turntable	1	FE
68-H8-2020		Valve - Waterway Relief	1	FE
68-J2-0220		Communication System - 2 Way/2 Station	1	FE
68-M2-0220		Electrical System - E-Chain	1	FE
68-M2-2820		Lights (4) - Turntable Work, LED	1	FE
68-M4-1820	X	Spotlights (2) - Aerial Base Section, Unity LED Flood	1	
68-M6-1820	X	Floodlights (2) - Aerial Tip Section, Unity LED Flood	1	
68-P2-0420		Lighting - Blue LED Rung Illumination	1	FE
68-R2-0420	S <	Paint - Aerial Device, Blue to Match Cab/Body	1	FE
68-R2-2020		Paint - Egress, Job Color	1	FE
68-R2-2620	<	Paint - Aerial Monitor, Red	1	FE
68-S2-0420		Load Chart - Aerial	1	FE
68-S6-0220		Safety Signs - Aerial Applications, NFPA 2016	1	FE
68-S6-2420		Plate - Aerial Information Specification	1	FE
68-T2-0220		Testing - Third Party	1	FE
68-T2-4020		Testing - Stability	1	FE
68-T2-8020		Certificate - Inspection	1	FE
68-T8-2020		Internal Corrosion Protection	1	FE
		== Elec. Components - Aerial RM Custom - 520.001 05/01/20 ==	1	FE
		***** ELECTRICAL / COMPONENTS / ACCESSORIES *****	1	FE
70-A2-2020		Electrical System - Apparatus Body, E2020	1	FE
70-A2-4020		Electrical System - 12 Volt Testing	1	FE
70-A2-6020		12-Volt Wiring Protection - Split Loom	1	FE
70-A2-8020		EMI/RFI Protection	1	FE
		AUDIBLE WARNING DEVICES	1	FE

PART NO	S	DESCRIPTION	QTY	ID
INTERIOR COMPARTMENT LIGHTING			1	FE
70-E2-2220	>	Light - LED Compartment, On Scene Solutions Access Series	9	FE
70-H2-0220		Switch - Compartment Door Ajar Indicator	1	FE
72-G8-9020		Zone A Upper Light Bars (2) - 22" LED Forward Facing, Whelen Freedom IV F4NMINI	1	FE
72-P8-1020		Zone B/D Upper Body Side Rear Lights (2) - Red TIR6 LED, Whelen 50R03ZRR	1	FE
72-T6-2220		Zone C Upper Inboard Lights (2) - Red w/Clear Lens TIR6 LED, Whelen 50R03ZCR	1	FE
74-C8-0420	>	Zone B & D Lower Front (2) - Red TIR6 LED, Whelen 50R03ZRR	1	FE
74-D8-2420		Zone B & D Lower Midship (2) - Red TIR6 LED, Whelen 50R03ZRR	1	FE
74-E8-0220		Lights (2) - Outrigger Cover Plate, Whelen TIR3 RSR03ZCR	1	FE
74-G8-2020		Zone B & D Lower Rear (2) - Red TIR6 LED, Whelen 50R03ZRR	1	FE
74-H8-1020		Zone C Lower Lights (2) - Red 600 LED, Whelen 60R02FRR	1	FE
74-J4-0820		Stop/Turn/Reverse Lights - LED, Whelen 600	1	FE
74-J4-2220		Housing - Rear Tail Light Assembly, CAST4	1	FE
74-J8-2220	<	Light - LED Rear Directional, Whelen DTA6A	1	FE
74-J9-0220		Rear Directional Light Mounting - Surface Mount	1	FE
74-J9-6420		Control Head Location - Traffic Light, Officer's Side Overhead	1	FE
12-VOLT APPARATUS LIGHTING / ACCESSORIES			1	FE
74-L0-2220		Lights - LED Clearance and Maker	1	FE
74-L2-4020		Light - LED License, Whelen OSC0EDCR	1	FE
74-L2-4420	<	Light - LED Perimeter Illumination, Whelen 3SC0CDCR	6	FE
74-P2-1820	< >	Lights (2) - M7 LED Scene, Whelen M7ZC	1	FE
74-Q8-9020	< >	Light - 12 Volt 12" LED Brow, FireTech FT-MB-9-FT-W (White Housing)	2	FE
74-Q8-9225	< >	Light - 12 Volt 45" LED Brow w/DOT Lights, FireTech FT-B-46-ML-W (White Housing)	1	FE
74-S2-0420		Telescoping Light Locations - Back of Cab	1	FE
74-S6-0420		Light - 12 Volt 14,000 Lumens LED Telescoping, Akron SceneStar ELSS-SLDC-W-PSUP	2	FE
74-S8-0220		Switch - Telescoping Light Activation, Light Head	2	FE
== Paint - Ladder/Platfrom - 520.001 05/01/20 ==			1	FE
80-C2-0220		Paint - Body/Cab	1	FE

PART NO	S	DESCRIPTION	QTY	ID
80-C2-2620		> Paint Color/Code: Special	1	FE
80-C4-0220		< > Paint - Custom Cab, Two Tone	1	FE
80-C4-1820		< > Paint Color/Code: Special Metallic	1	FE
80-C4-2420		Two-Tone Cab Break Line Stripe: Spun Silver	1	FE
80-D2-1220		Interior Compartment Finish - Natural	1	FE
80-E2-1820		Stripe - Scotchlite, 1-6-1 Triple	1	FE
80-E4-0420		Striping Color: White	1	FE
80-E4-4220		Pin Stripe/Secondary Stripe Color: White	1	FE
80-E4-8020		Striping Layout: Straight Down Cab/Body	1	FE
80-E8-0220		Striping - Rear Body, Reflective Chevron	1	FE
80-E8-0620		Chevron Striping Colors: 3M Red & Lime Green	1	FE
80-E8-4020		Reflective Material - Designated Walking Surfaces	1	FE
80-G2-0420		Lettering - 3" Spun Silver w/Shade	1	FE
80-G8-1820		Letters - Aerial Sign Plates	26	FE
		== Warranty / Manuals - Aerials Custom RML - 520.001 05/01/20 ==	1	FE
98-A2-0420		Warranty - Body Parts & Labor, 2-Year	1	FE
98-A2-1020		Warranty - Cab/Chassis Parts & Labor, 2-Year	1	FE
98-A2-4020		Warranty - Aerial/Platform, S-Series	1	FE
98-A4-0210		Warranty - Cab Structural, 10-Year/100,000 Miles	1	FE
98-A4-0420		Warranty - Body Structure, 10-Year/100,000 Miles	1	FE
98-A6-0210		Warranty - Cab Paint/Perforation, 10 Year	1	FE
98-A6-0220		Warranty - Body Paint/Perforation, 10 Year	1	FE
98-A8-0220		Warranty - Frame Rails, Lifetime	1	FE
98-A8-0420		Warranty - Meritor Axle, 2-Year/Unlimited Miles	1	FE
98-A8-4220		Warranty - Cummins Engine, 5-Year/100,000 Miles	1	FE
98-A8-4420		Warranty - Allison Automatic Transmission, 5-Year/Unlimited Miles	1	FE
98-A8-4620		Warranty - Anti Lock Brake System, 3-Year/300,000 Miles	1	FE
98-A8-6220		Warranty - Waterous Pumps	1	FE
98-A8-8020		Warranty - Plumbing System, 10-Year	1	FE
98-A8-8420		Warranty - Poly Water Tank, Lifetime	1	FE
98-B2-0220		Manuals (2) - Chassis Operation, Digital	1	FE
98-B2-1220		Manuals (2) - Engine/Transmission Operations	1	FE
98-B2-1820		Manuals - Apparatus Body & Components	1	FE
98-B2-2020		Manuals - Pump	1	FE
98-B2-2220		Safety Guide - FAMA	1	FE
98-B2-6020		Wiring Diagrams - Cab/Chassis, Standard	1	FE
98-B2-6620		Wiring Diagrams - Apparatus Body, Standard	1	FE
		== Loose Equipment Pkg. - Platform - 520.001 05/01/20 ==	1	FE
90-A2-0420		> Equipment Package - NFPA 1901 2016, Fire Department Supplied	1	FE
90-B2-0220		NFPA - Aerial Ground Ladders	1	FE
90-C2-0420		Ladder - 10' Folding Attic, Alco-Lite FL-10	1	FE
90-C6-0620		Ladder - 16' Roof, Alco-Lite PRL-16	2	FE
90-D4-0620		Ladder - 14' Combination, Alco-Lite CJL-14	1	FE
90-D6-1020		Ladder - 24' 2-Section Extension, Alco-Lite PEL-24	1	FE
90-E4-0620		Ladder - 35' 3-Section Extension, Alco-Lite PEL3-35	1	FE
90-L6-0220		Pike Pole - 6' Fiberglass	2	FE
90-L6-0420		Pike Pole - 8' Fiberglass	2	FE
90-L6-0820		Pike Pole - 12' Fiberglass	2	FE
96-C2-0220		Wheel Chocks (2) - Folding, Ziamatic SAC-44-E w/Mounting Bracket	1	FE
96-E2-0220		Pompier Ladder Belt	4	FE
		== Adminstration - 520.001 05/01/20 ==	1	FE
		> ***** CHASSIS SURCHARGE - MUST BE INCLUDED! *****	1	FE
98-D2-0200	S	Lone Star	1	FE



Helping Governments Across the Country Buy

PO Box 22777 • 3555 Timmons Ln. • Houston, Texas 77227-2777 • 1-800-926-0234

CONTRACT PRICING VERIFICATION

TO:

Homer Rhodes

FROM:

Joshua Cadoree

COMPANY:

City of Weslaco

DATE:

09/23/2020

PHONE NUMBER:

RE:

Price Verification

REFERENCE:

Worksheet 9/22/2020

We have reviewed the pricing provided through HGACBuy Contract FS12-19. Our review verifies that the pricing provided is compliance with the contract.

Please advise if we can assist further in this matter.

*****This is not an Order Confirmation*****



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES only

Contract
No.:

FS12-19

Date
Prepared:

9/22/2020

This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:	City of Weslaco Fire Department	Contractor:	Lone Star Emergency Group
Contact Person:	Homer Rhodes	Prepared By:	David Bessolo
Phone:	956-447-2240	Phone:	281-813-5317
Fax:		Fax:	
Email:	hrhodes@weslacotx.gov	Email:	davidb@lonestareg.com
Product Code:	FS19LA04	Description:	Ferrara Cinder HD77 Ladder

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 791,977.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
51 - Add 10-1/2" HD Frame Rail Front Bumper	\$ 3,690.00	173 - Alternator, 430 AMP ILO 320 AMP	\$ 375.00
54 - Add Recessed Pockets (2), Front Bumper	\$ 743.00	176 - Add Jumper Studs (Set), Battery	\$ 265.00
58 - Add Bumper Extension, 10" - 28"	\$ 792.00	193 - Add Shutoff Valve (1), Fuel	\$ 101.00
60 - Add Compartment (1), Front Bumper	\$ 637.00	230 - Add Front Grille Option, Custom Logo / Lighted	\$ 911.00
77 - Add Siren (1) - Q2B, Pedestal Mount	\$ 2,955.00	252 - Add Cab Tool Mounting Board (1), Pac Trac	\$ 1,115.00
80 - Add Switch (1), Q2B Siren	\$ 168.00	269 - Add Cab Seat SCBA Bracket (1), IMMI SmartDock ILO Zico. Three (3)	\$ 1,956.00
84 - Add Switch, (1) Additional Air Horn Activation (Cab Mounted)	\$ 168.00	286 - Add Fuse Block (1) - 6 Place Blue Sea, Cab Mounted	\$ 275.00
97 - Add Front Brakes, Disc ILO "S" Cam	\$ 854.00	292 - Add Map Book Holder, MVP Style	\$ 2,085.00
100 - Add Front Wheel, Polished Aluminum ILO Painted Steel	\$ 390.00	294 - Add Radio, Weatherband w/Speakers	\$ 1,115.00
101 - Add Front S/S Wheel Trim, Baby Moons / Lug Nut Covers	\$ 151.00	310 - Add Headlights (4), LED ILO Halogen	\$ 1,625.00
122 - Add Rear Wheel, Polished Aluminum ILO Steel (Single Axle)	\$ 390.00	Subtotal From Additional Sheet(s):	\$ 38,584.00
124 - Add Rear S/S Wheel Trim, Lincoln (Single Axle)	\$ 231.00	Subtotal B:	\$ 59,576.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
02-D4-1220 - Compartment - Front Bumper, Officer's Side	\$ 446.00	06-B4-2420 - Air Dryer - Wabco System Saver 1200	\$ 455.00
02-D6-0420 - Compartment - Front Bumper, 3/4 Length x 4" Deep	\$ 1,079.00	Subtotal From Additional Sheet(s):	\$ 30,973.00
02-E6-4020 - Cover - Raised Aluminum T/P, 3/4 Length	\$ 1,728.00	Subtotal C:	\$ 34,681.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	4%
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D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C) \$ 886,234.00

Quantity Ordered:	1	X Subtotal of A + B + C + D:	886234	=	Subtotal D:	\$ 886,234.00
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E. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal E:** \$ 2,000.00

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Additional Discount	-10001.03		
		Subtotal F:	\$ (10,001.03)

Delivery Date:	330 Days	G. Total Purchase Price (D+E+F):	\$ 878,232.97
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Additional Published Options

CODE	Published Options:	QTY	EACH	TOTAL
340	Add Camera/Video System, FRC inView360	1	\$ 1,994.00	\$ 1,994.00
380	Add Pump Panel (1), Fully Hinged	1	\$ 915.00	\$ 915.00
387	Add Booster Reel (1), 1"	1	\$ 4,160.00	\$ 4,160.00
398	Add Air Outlet (1), Pump Panel	1	\$ 444.00	\$ 444.00
399	Add Switch - Air Horn Activation, Pump Panel	1	\$ 168.00	\$ 168.00
410	Add Pressure Governor ILO Standard Relief Valve, Class One TPG	1	\$ 1,180.00	\$ 1,180.00
426	1750-2000 GPM Fire Pump ILO 1500 GPM	1	\$ 665.00	\$ 665.00
470	Add Valve Control, Hand Wheel ILO Standard	1	\$ 450.00	\$ 450.00
501	Delete 2-1/2" Discharge (1) (5 Standard)	1	(\$1,890.00)	(\$1,890.00)
502	Add Discharge (1), 3"	1	\$ 2,456.00	\$ 2,456.00
565	Add Water Level Gauge (1), FRC MaxxVision	2	\$ 665.00	\$ 1,330.00
628	Add Compartment (1), Intermediate Rear	1	\$ 2,660.00	\$ 2,660.00
667	Add Compartment (1) - Body Wheel Well, Double	4	\$ 1,250.00	\$ 5,000.00
694	Add Handrail (1), Additional	2	\$ 202.00	\$ 404.00
695	Add Handrail Upgrade (1), Knurled Stainless Steel ILO Standard	2	\$ 130.00	\$ 260.00
759	Add Discharge - Ladder Tip, 2-1/2" TFT VUM	1	\$ 5,560.00	\$ 5,560.00
800	Add Light (1) - LED Compartment, On Scene Access Series	9	\$ 290.00	\$ 2,610.00
813	Delete Lights (2), Whelen LIZ6 Series Warning	2	(\$581.00)	(\$1,162.00)
829	Add Stop / Turn / Reserve Lights (Pair), All LED ILO Standard	1	\$ 1,345.00	\$ 1,345.00
831	Add Light, LED Rear Directional	1	\$ 1,621.00	\$ 1,621.00
832	Delete Lights (2), Unity Halogen Deck	1	(\$355.00)	(\$355.00)
843	Add Light (1) - LED Perimeter Illumination, Whelen 3SC Series	6	\$ 175.00	\$ 1,050.00
852	Add Lights (2) - LED Surface Mount Scene, Whelen M7 Series	1	\$ 765.00	\$ 765.00
1125	Add Cab Paint - Commercial Cab, Two Tone (Non-Stock Chassis)	1	\$ 1,450.00	\$ 1,450.00
1135	Add Paint Option, Special Metallic	1	\$ 3,200.00	\$ 3,200.00
1149	Add Stripe, 1-6-1 ILO 4"	1	\$ 1,187.00	\$ 1,187.00
1229	Add Hose (1), 1" x 100" Booster	1	\$ 722.00	\$ 722.00
1271	Add Elbow (1) - 3" FNST x 5" Storz, Kochek SKE53R	1	\$ 141.00	\$ 141.00
1273	Add Elbow (1) - 4" FNST x 5" Storz, Kochek SKE45R	1	\$ 142.00	\$ 142.00
1275	Add Cap (1) - 5" Storz, Kochek CC507	2	\$ 56.00	\$ 112.00

Total Published Options:

\$ 38,584.00

Additional Unpublished Options

08-E8-1620	Battery Charger - 40 AMP, Blue Sea 7532 P12	1	\$ 1,246.00	\$ 1,246.00
08-G2-2620	Receptacle - Battery Charging, Kussmaul VW-8 (15A/12V)	1	(\$253.00)	(\$253.00)
08-G4-2420	Receptacle - 20 AMP, Blue Sea Sure Eject 78510001	1	\$ 476.00	\$ 476.00
08-G8-2420	Bar Graph Display - Remote, Blue Sea 7517	1	\$ 329.00	\$ 329.00
12-R4-2220	Cab Tilt Electric Pump w/Manual Back-Up IPOS	1	\$ 251.00	\$ 251.00
14-A4-0420	Cab Mirrors - Heated/Remote, Lang Mekra 300 Series AERO IPOS	1	\$ 305.00	\$ 305.00
14-K2-0810	Electrical System - Chassis, E2020 IPOS	1	\$ 2,047.00	\$ 2,047.00
14-P2-2620	A/C Condenser Housings: Special Color	1	\$ 707.00	\$ 707.00
16-A8-6220	SCBA Seats Brackets - Ziamatic ULLH	2	(\$136.00)	(\$272.00)
16-E2-1820	Seats (2) - IB Forward Facing Crew, Bostrom Tanker 450 SCBA	1	(\$2,259.00)	(\$2,259.00)
16-K2-1020	Compartment - Cab Storage, Rear Crew Area	1	\$ 6,752.00	\$ 6,752.00
16-M2-1420	12-Volt Dual USB Charging Port - Cab Mounted, Kussmaul 091-219-4	1	(\$121.00)	(\$121.00)
16-P2-2420	Light - Open Door w/Alarm, Whelen TIR3 LED	1	(\$407.00)	(\$407.00)
16-P2-6020	Light - Open Door, Whelen OS LED	1	\$ 111.00	\$ 111.00
24-S6-0420	Tank Fill - 1-1/2" Valve w/Push-Pull Control	1	\$ 1,058.00	\$ 1,058.00
24-S6-0820	Tank Fill - 2" Valve w/Push-Pull Control	1	(\$1,208.00)	(\$1,208.00)
28-D6-2020	Crosslay - Double Lay, 2-1/2" Valve w/Push Pull Control	1	\$ 2,424.00	\$ 2,424.00
32-E2-2020	Return Line - Fill Subsurface	1	\$ 443.00	\$ 443.00
	Compartment Door - Ladder Compartment, Hinged, NON_Locking			
56-E4-1420	Flush Look	1	\$ 360.00	\$ 360.00
68-E4-1200	NO MECHANICAL PINS IN PENETRATION TUBES	1	\$ (484.00)	\$ (484.00)
68-M4-1020	Spot/Floodlights (2) - Aerial Base Section, FRC SoBrite Trapezoid	1	\$ 702.00	\$ 702.00
68-M4-1820	Spotlights (2) - Aerial Base Section, Unity LED Flood	1	\$ 662.00	\$ 662.00
68-M4-2020	Spotlights (2) - Aerial Base Section, Whelen Pioneer Micro MPBW	1	(\$1,572.00)	(\$1,572.00)
68-M6-1020	Spotlights (2) - Aerial Tip Section, FRC SoBrite Trapezoid	1	\$ 835.00	\$ 835.00
68-M6-1220	Floodlight - Left Aerial Tip Section, Whelen PFH1	1	(\$1,711.00)	(\$1,711.00)
68-M8-1420	Spotlight - Right Aerial Tip Section, Whelen PCH1	1	(\$1,674.00)	(\$1,674.00)

74-Q8-9020	Light - 12 Volt 12" LED Brow, FireTech FT-MB-9-FT-W (White Housing)	4	\$ 827.00	\$ 3,308.00
	Light - 12 Volt 45" LED Brow w/DOT Lights, FireTech FT-B-46-ML-W			
74-Q8-9225	(White Housing)	1	\$ 1,918.00	\$ 1,918.00
99-99-9999	Shelves/Trays/Tool Boards	1	\$17,000.00	\$17,000.00
Total Additional Unpublished Options:				\$ 30,973.00

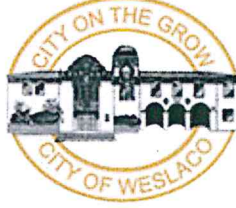


Standardized Agenda Request Form

Date of Meeting: October 6, 2020		Agenda Item No. (to be assigned by CSO): 2020-3641	
From:			
Subject: Discussion and consideration to select a Broker from the Request for Qualifications for services to advertise, market and manage the possible sale of real property located at 400 South Illinois and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Mike Perez		Created/Initiated Final Approval	
City Manager Comments: Approve NAI Rio Grande Valley.			
Staff Recommendation:			
Attachments, if any: CM memo re Broker Service to Sell University, RFQ - NAI Rio Grande Valley, RFQ - Coldwell Banker Commercial, City of Weslaco RFQ 2019-20-28, Real Estate Broker Services Staff Evaluation Summary			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem, District 5
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

TO: Mayor and City Commission

FROM: Mike R. Perez, City Manager *M.R.P.*

SUBJECT: Broker Service to Sell University Apartments

DATE: September 30, 2020

We reviewed two proposals for Real Estate Broker Services to sell the University Apartments. We reviewed a proposal from Coldwell Banker Commercial-RGV and NAI Rio Grande Valley.

Andrew Munoz and I read the proposals and have ranked NAI as #1 and Coldwell as #2. We have attached the rating sheet along with the proposals for both companies.

Realizing Potential, Delivering Results In today's Commercial Real Estate Market



NAI Rio Grande Valley is a member of NAI Global, the single largest and most powerful worldwide network of owner-operated commercial real estate brokerage firms located in 67 countries, with 400 local offices and 7,000 local market leaders all actively managed to work wherever you do.



800 W Dallas Ave . McAllen, TX 78501 / 956.994.8900 / nairgv.com

Mr. Brad Frisby
Realtor Associate / brad@nairgv.com

September 20, 2020

Mr. Homer Rhodes
Purchasing Agent – Finance Department
255 S Kansas
City of Weslaco, 78596

SUBJECT: RFQ 2019-20-28

Dear Mr. Rhodes:

Thank you for the opportunity to respond to the RFQ 2019-20-28 for Real Estate Brokerage Services regarding assistance with the sale of the City owned apartments located at 400 S. Illinois in Weslaco.

You will find in our package that we are professionally structured from top to bottom to deliver sound service to our clients, regardless of the size of the transaction, or the type of real estate asset. Our approach goes beyond our proven marketing strategies and activity reports we provide to our clients.

Specifically to this project, we understand all types of multifamily products in the market today and know who the players are in each sub-set. Our research and knowledge of the multifamily market in the Rio Grande Valley is second to none.

NAI Rio Grande Valley, nor anyone acting on behalf of our firm, has violated the antitrust laws of this state, codified in the Texas Free Enterprise and Antitrust Act Business and Commerce Code, or the Federal antitrust laws.

Under Section 2155.004, Government Code, NAI Rio Grande Valley certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Sincerely,

Brad Frisby, Realtor Associate

Cc: Michael Blum
Partner & Managing Broker

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CRITERIA ONE

Firm's Profile & Ability to Provide Services

3.1.1

Legal Name: NAI Rio Grande Valley, Inc.

Address: 800 W Dallas Ave, McAllen, TX 78501

Years in Business: Formed in 2005

Business Type: Incorporated

Employees by Skill Group: One Principal Broker, One Managing Broker, Two Associate Brokers, Six Licensed Sales Agents, Four Support Staff, and a combined 130 years of brokerage experience

Certificates and Licenses:

- ❖ CCIM (Certified Commercial Investment Member), (Commercial SIOR Designation (Society of Industrial and Office Realtors)
- ❖ TREC (Texas Real Estate Commission)
- ❖ Licensed Broker and Licensed Sales Agents

3.1.2 NAI Rio Grande Valley will provide services to City of Weslaco in whole.

3.1.3.1 NAI Rio Grande Valley is not currently for sale or involved in any transaction to expand or become acquired by another business entity.

3.1.3.2 There are zero past or present litigation or claims filed against NAI Rio Grande Valley.

3.1.3.3 NAI Rio Grande Valley is not currently in default on any loan agreement or finance agreement with any bank, financial institution, other entity.

3.1.3.4 Rio Grande Valley has zero claims under professional malpractice insurance for the past five years.

3.1.4 Rio Grande Valley is the Premier Commercial Real Estate Brokerage Company serving the southernmost portion of Texas with experts in Land, Retail, Office, and Industrial Sectors. With a team of brokers, sales agents, and support staff, we are fully qualified to provide the precise level of service required to get the property sold with a maximum return to the City of Weslaco.



CRITERIA TWO

Qualifications of Broker Team.

3.2.1 Recently, through the work of Brad Frisby, NAI Rio Grande Valley has become a multifamily expert in our South Texas market. Brad has produced several published articles in real estate business and regional business publications, on the status of the multifamily market in the Rio Grande Valley. As a result, we have become the go to source from local and out of market investors looking for opportunities in the region.

We have built an unequaled, comprehensive database of all multifamily properties from four units and up in Hidalgo County. This database includes a full inventory of all multifamily asset types (Market, Affordable, Senior, & Public Housing). We also keep up with rental rate trends, occupancy percentage, and absorption under each rental type. In addition, we track each property that has sold, including date, buyer, seller, and sales price. Tracking buyers allows us to record each buyers' trends and strategies, giving us a unique ability to match up the right buyers for each opportunity. We are also able to give our clients true market values and capitalization rates. Our last method of research includes identifying properties that are proposed and under construction, including details regarding number of units, type, developer, and owner. Tracking these projects gives us insight into future occupancy for each sub-market.

NAI Rio Grande Valley uses this research to produce comprehensive and straightforward quarterly reports which we send out electronically to investors, owners, lenders, and builders each quarter.

We have specific experience in multifamily sales and acquisition of sites for Tax Credit properties throughout the RGV.

NAI Rio Grande Valley has all the tools needed to market and research property. Our licensed brokers and sales agents have access to the following products that give us an enormous ability to deliver timely and professionally prepared marketing materials to a wide range of buyers and sellers in the market.



1) **CoStar & Loopnet:** This product gives us the tools for research (Costar) and marketing platform (Loopnet), which is the industry standard for finding all commercial listings. We are a Silver subscriber to Loopnet and have the market share of premium listings allowing all of our listings to be viewed on Loopnet by the public and brokers.

2) **Greater McAllen Association of Realtors:** Through this membership, we utilize MATRIX, a national listing platform, where all of our listings are visible to any licensed realtor.

3) **Buildout:** This product is a simple, easy to use, and powerful platform for creating property market brochures, flyers, and auto-populates our listings to our website and other commercial listing platforms.

4) **Reonomy:** This specialized product gives us access to property intelligence, with details of buyers and sellers of specific properties, inventory of commercial properties, and debt information.



3.2.2 Copy of Brokers License



3.2.3

BRAD FRISBY'S BIOGRAPHY



Brad Frisby
Licensed Associate
Specialties: Multifamily & Industrial Investment Sales

Since moving to the Rio Grande Valley in 2015, Brad Frisby has become markedly knowledgeable in the South Texas Commercial Real Estate Market. Brad's Commercial Real Estate career began as a sales executive for CoStar Group, the largest Commercial Real Estate data intelligence company in the US. Brad brings his consultative approach to his clientele every day and is a relentless student of the wide-ranging and diverse commercial markets in the Rio Grande Valley. Brad's focus is the Multifamily market for NAI-RGV and he has already built a reputation as a "go-to" source for Multifamily market data. Brad helps his clients with his research-first approach to turn raw data into insights leading to actionable strategies that help his clients win.

Prior to Brad's involvement in Commercial Real Estate, he served as Telecommunication Account Executive with Grande Communications in Austin, Texas. Brad has over 15 years of experience in Business to Business Sales in Austin, TX, Atlanta GA, and Houston, TX.

Brad joined NAI Rio Grande Valley at the beginning of 2019 and has worked on multiple transactions totaling over \$25 Million dollars.

The beauty and majesty of the Texas Coast lured Brad and his wife Amanda along with their four children to South Padre Island in 2015. In 2017, Brad and his family moved to McAllen which they now call home. Brad demonstrates his passion for market intelligence and customer service every day and puts that energy to work for his clients.

Achievements:

- CoStar Power Broker – 2020

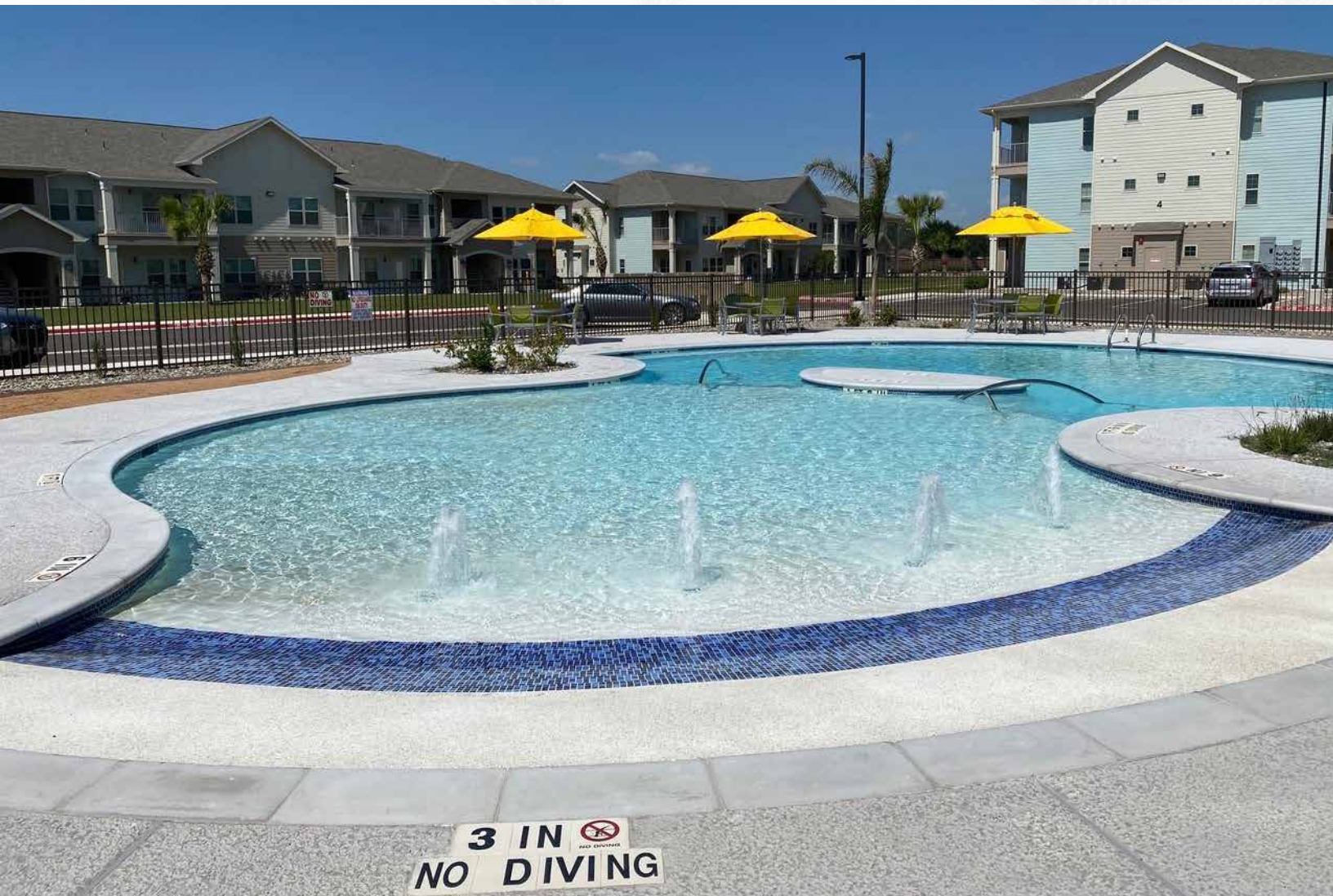
Affiliations:

- Greater McAllen Association of Realtor
- Texas Association of Realtors

- National Association of Realtors
- Texas Real Estate Commission – Licensed Real Estate Sales Agent

Education:

- South Plains College – Associates Degree



MIKE BLUM'S BIOGRAPHY



Michael (Mike) Blum has resided in the Rio Grande Valley since 1972. For more than four decades he has been at the leading edge of critical thinking, envisioning the future and bringing to fruition major projects throughout the Rio Grande Valley; i.e. Cimarron Country Club, Sharyland Plantation, Anzalduas International Bridge, Shoppes at Rio Grande Valley-Edinburg, Valencia Market Place, - McAllen.

He is an aggregator and interpreter of market data. Mike is a Former City Planner, Assistant City Manager and elected official in McAllen Texas. He is a strategic planner, and active in promoting development of the South Texas Border Region. His Real Estate focus is on land, retail, office, and industrial sale and leasing.

Mike is a Partner and Managing Broker for NAI Rio Grande Valley. He provides leadership to the brokerage team and provides assistance and direction on their individual marketing and business strategies. He works with each member of the team to help them develop prospects, negotiate and complete transactions.

Specialties: Mike gathers and interprets comprehensive data regarding strategic regional economic information. His Real Estate focus is on land, industrial sales and leasing, retail and office sales and leasing.

Designations & Affiliations:

Texas Real Estate Broker, License #0426545
National Association of Realtors
Texas Association of Realtors
Greater McAllen Association of Realtors

Education:

Bachelor of Political Science, 1969, Texas A&M University
Master of Urban Planning, 1972, Texas A&M University

Notable Transactions:

- Royal Palm Design Center, \$4.575 Million
- Duda Produce Facilities, \$2.1 Million

- Lifetime Industries Complex \$2.55 million
- MWH Operations Land \$1 million
- Valcon Inc /Max Burkhart land and building sales \$5 million

Partial Client List:

- Atlas Hall Rodriguez, LLP
- Wright III Foods
- K&Z Developers LLC
- MHW Operations Ltd
- Schroeder Family Holdings
- John H Schrock Sr
- NAI Robert Lynn
- Lot 4 Mid Town Centre
- Levcor Inc
- Duda Produce

Community Involvement/Personal:

- 1988 Volunteer Industrial Developer of the Year for the State of Texas
- 2005 Leadership McAllen Alex Longoria Leadership Award
- 2013 Easter Seals Humanitarian of the Year
- 2017 McAllen Mayors Prayer Luncheon Community Service Award
- Current member of the Union for Reform Judaism Commission on Social Justice
- Past President and current member of Temple Emanuel Board of Directors
- Current President of Water Walk Home Owners Association
- Past Chairman of McAllen Independent School District Community Capital Advisory Committee
- Past Member of the Wells Fargo Community Advisory Board.
- Past President of the International Museum of Arts and Science (IMAS)
- Past Chairman and Trustee of McAllen Public Utility Board 1983-1999
- Past President and member of the Board of Director of Easter Seals Rio Grande Valley
- Past Member of the Board of Directors of Vannie Cook Cancer Center
- Past Director of Valley Chamber of Commerce
- Married to Pat Blum and proud father and grandfather
- Avid wood turner and creator of vessel art



CRITERIA THREE

Firm's Relevant Experience

3.3.1 NAI Rio Grande Valley is the leading provider of commercial real estate services in South Texas. Operating as NAI Rio Grande Valley, we are part of the NAI Global network of over 400 offices and 7,000 professionals covering nearly every major market nationally and across the globe. Serving both urban and rural markets, we leverage our resources to help you excel in your real estate goals. When you work with one of us, you get the benefit of working with all of us.

We invest heavily in technology, research, and marketing. Our clients receive broader marketing exposure and a higher level of presentation enhanced by our graphic design and photography team. Through professional designations, affiliations, market research and stronger relationships, we deliver better results.

We have built and maintained a comprehensive commercial property database comprised of data collected from some of the largest appraisal firms in the region, NAI transactions, and other public and private data. We provide our clients with the information needed to make well informed real estate decisions. We look forward to meeting and providing you with competent, friendly and professional service.

3.3.2 Currently, NAI Rio Grande Valley has a 48 unit multifamily property under contract with an out of state buyer. We have formed a unique relationship with this buyer who is the largest landlord of Multifamily properties in the Rio Grande Valley.

NAI Rio Grande Valley works annually with developers of multifamily properties in the tax credit sector with TDHCA (Texas Department of Housing & Community Affairs). Our firm locates land sites for this developer based on a wide range of metrics provided by the TDHCA. We have completed multiple transactions with this developer.

Raybec Ltd. - Marvin Feiger

Madhouse Development - Enrique Flores

BROKER'S OPINION OF VALUE



Location Information:

- University Apartments
- 400 S. Illinois, Weslaco, TX 78596
- Hidalgo County
- 40 Units

Subject Property:

- Assessed: \$1,39,000.00 Per Unit: \$34,750.00
- Property Taxes: \$37,146.62 based on current assessment. Buyer will factor in an increase.
- Insurance Estimate: $\pm$ \$15,000
- Total Expenses Estimate: $\pm$ \$150,000
- Estimated NOI: $\pm$ \$175,000
- Current Occupancy: 95%

Description of Site

- Multifamily
- Southwest Corner of Illinois & 4th St.
- Built in 2018
- 26,520 Square Ft.
- Owned by City of Weslaco
- Two buildings with 20 units each
- Property sits on .8609 Acres

Market Area Overview/Trends

- Major Area Tenants/Employers: Close to South Texas College - Mid Valley Campus, H.E.B. Rio Grande Valley Distribution Center, Knapp Medical Center, IDEA Academy.
- City of Weslaco Total Inventory of Apartments: 2,725
- Market area vacancy rate: 94%
- The city of Weslaco has seen higher levels of occupancy compared to other parts of Hidalgo County. Rent growth has been steady over the last 2-3 years with limited construction of conventional apartment communities. IDEA and other major employers have been a driver of these high occupancies and rent growth. Four-plex communities have recently taken hold and are performing well also. Total combined units built since 2018 is 660.

Demographic Summary:

	3 Mile Radius	5 Mile Radius	10 Mile Radius
Population	59,739	109,393	214,769
Population growth	4.41%	3.68%	3.21%
# of Households	17,776	30,852	58,290
Median HH Income	\$35,223	\$33,485	\$33,287
Median Age	35	34	33

Map: Aerial & Boundary



Recent Comparable Trades:

Property	Property	Year Built	Units	Sale Price/ Asking Price	Price Per Unit	Sale Date
Veranda Apartments	311 E Crockett Ave. Alamo, TX	2004	61	\$1,608,000	\$26,360	Dec. 17
Rock Ridge Apartments	905 N Sugar, Edinburg, TX	2003	61	\$3,650,000	\$50,000	Feb. 20
Napa Heights	601 Lindberg, McAllen, TX	2016	48	\$3,800,000	\$79,166	Under Contract

1. Property: Veranda Apartments

Address:

311 E Crockett Ave, Alamo, TX 78516

Year Built: 2004

Units: 61

Sale Date: 12/2017

Sale Price: \$1,608,000

Per Unit: \$26,360



Older property with lower rents and sold at a lower occupancy level. Subsidized rental property.

2. Property: Rock Ridge Apartments

Address:

905 N Sugar Rd., Edinburg, TX 78541

Year Built: 2003

Units: 73

Sale Date: 01/2020

Sale Price: \$3.65M

Per Unit: \$50,000

Older property in a good area near UT-RGV in Edinburg. Property needs some capital improvements due to age.



2. Property: Napa Heights

Address:

601 Lindberg Ave., McAllen, TX 78501

Year Built: 2016

Units: 48

Sale Status: Under Contract

Asking Price: \$3.8M

Per Unit: \$79,166

Similarly built property to subject. Good location in McAllen near downtown, heavy retail, and medical.



Range of Market Value (Based on “As-Is” condition)

- Suggested Asking Price: \$2,992,000
- Suggested Take Price: \$2,400,000 - \$2,600,000 Price Per Unit: \$60K - \$65K
- Projected Sale Time: 3-6 months to get property under contract. 6-12 months to close.

Broker: NAI Rio Grande Valley

Address: 800 W. Dallas Ave., McAllen, TX 78501

Brad Frisby

brad@nairgv.com

956.451.1447



Published Articles:

<https://rebusinessonline.com/mcallen-multifamily-market-shows-positive-rent-growth-amid-covid-19/>

<https://texasborderbusiness.com/a-deep-dive-into-the-hidalgo-county-multifamily-market/>

<https://rebusinessonline.com/rgv-multifamily-market-playing-catch-up-on-class-a-product/>

The above mentioned summary and analysis is the broker's opinion only and should not be deemed an appraisal. All of the information provided with respect to the subject matter has been obtained from sources deemed reliable. No representation or warranty as to the accuracy thereof is made, and such information is submitted subject to change in price, omissions, errors, prior sale, or withdrawal without notice.

CRITERIA FOUR

Firm's Commission/Fee Structure

NAI RGV fees for service are based on the Transaction value of a lease over the terms of the lease. The base commission is 6% of the transaction value if a participating broker is not affiliated with NAI RGV. If NAI RGV is the sole broker, our fee would be 4.5% of the transaction value.





COMMERCIAL REAL ESTATE LISTING AGREEMENT EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2014

1. PARTIES: The parties to this agreement (this Listing) are:

Seller: **CITY OF WESLACO**

N/A

Address: **255 S KANSAS**

City, State, Zip: **WESLACO, TX 78596**

Phone: **N/A**

Fax: **N/A**

E-Mail: **N/A**

Broker: **NAI RIO GRANDE VALLEY**

N/A

Address: **800 W. DALLAS**

City, State, Zip: **MCALLEN, TX 78501**

Phone: **(956)994-8900**

Fax: **N/A**

E-Mail: **bfrisby@nairgv.com; mikeb@nairgv.com**

Seller appoints Broker as Seller's sole and exclusive real estate agent and grants to Broker the exclusive right to sell the Property.

2. PROPERTY:

A. "Property" means the following real property in Texas:

Address: **400 S ILLINOIS**

City: **WESLACO**

County: **HIDALGO**

Zip: **78596**

Legal Description (Identify exhibit if described on attachment): **WESLACO ORIGINAL TOWNSITE
LOTS 1-6 BLK 32**

B. Except as otherwise provided in this Listing, Broker is to market the Property together with:

- (1) all buildings, improvements, and fixtures;
- (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any **minerals**, utilities, adjacent streets, alleys, strips, gores, easements and rights-of-way;
- (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
- (4) Seller's interest in all licenses and permits related to the Property;
- (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
- (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
- (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: **AS IS WHERE IS**

(Describe any exceptions, reservations, or restrictions in Special Provisions or an addendum. If the Property is a condominium, attach Condominium Addendum to Listing (TXR-1401).)

3. LISTING PRICE:

- A. Seller instructs Broker to market the Property at the following gross sales price: \$ TO BE DETERMINED
(Listing Price).
- B. Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller will pay all typical closing costs charged to sellers of commercial real estate in Texas (seller's typical closing costs are those set forth in the commercial contract forms published by Texas REALTORS®) except N/A

4. TERM:

- A. This Listing begins on October 14, 2020 and ends at 11:59 p.m. on September 29, 2021. Seller may terminate this Listing on notice to Broker any time after _____.
- B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.

5. BROKER'S FEE:

- A. Fee: When earned and payable, Seller will pay Broker a fee of:

- ☐ (1) _____ % of the sales price.
- ☒ (2) **6% OF SELLING PRICE AT CLOSING. IF NAI RGV IS THE SOLE BROKER IN THE DEAL THE FEE WOULD BE REDUCED TO 4.5% OF THE SELLING PRICE AT CLOSING.**

- B. Earned: Broker's fee is earned when any one of the following occurs during this Listing:
- (1) Seller sells, exchanges, agrees to sell, or agrees to exchange all or part of the Property to anyone at any price on any terms;
 - (2) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy all or part of the Property at the Listing Price or at any other price acceptable to Seller;
 - (3) Seller grants or agrees to grant to another person an option to purchase all or part of the Property;
 - (4) Seller transfers or agrees to transfer all or part of Seller's interest (stock or shares) in any entity that holds title to all or part of the Property for the purpose of conveying all or part of the Property to another person; or
 - (5) Seller breaches this Listing.
- C. Payable: Once earned, Broker's fee is payable either during this Listing or after it ends at the earlier of:
- (1) the closing and funding of any sale or exchange of all or part of the Property;
 - (2) Seller's refusal to sell the Property after Broker's Fee has been earned;
 - (3) Seller's breach of this Listing; or
 - (4) at such time as otherwise set forth in this Listing.

Broker's fee is not payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver to a buyer a deed or a title policy as required by the contract to sell; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of a casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property.

D. Other Fees:

- (1) Lease of Property: If, during this Listing, Broker procures a tenant to lease all or part of the Property and Seller agrees to lease all or part of the Property to the tenant, Seller will pay Broker at the time the lease is executed the fee described below. If, during the term of the lease, the tenant agrees to purchase all or part of the Property, Seller will pay Broker the fee specified in Paragraph 5A in addition to the amount described below.

☐ (a) _____ % of all base rents to be paid over the term of the lease and the same percentage of the following items to be paid over the term of the lease: ☐ expense reimbursements; and ☐ N/A

☐ (b) N/A

- (2) Renewals, Extensions, or Expansions of Property: If, during this Listing or after it ends, Seller renews, extends, or expands the lease, Seller will pay Broker, at the time the renewal, extension, or expansion becomes effective, a fee of:

☐ (a) _____ % of all base rents to be paid over the term of the renewal or extension and the same percentage of the following items to be paid over the same term: ☐ expense reimbursements based on initial amounts ☐ N/A ;

☐ (b) _____ % of all base rents to be paid over the term of the expansion and the same percentage of the following items to be paid over the same term: ☐ expense reimbursements based on initial amounts ☐ N/A ; or

☐ (c) N/A

In addition to their ordinary meanings, "extensions", "renewals," and "expansions" include new leases for more, less, or different space in the building or complex in which the property is located.

- (3) Breach by Buyer Under Contract: If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement or otherwise from a buyer who breaches a contract for the sale of all or part of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees and collection expenses, an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Fee stated in Paragraph 5A. Any amount paid under this Paragraph 5D(3) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.

- (4) Service Providers: If Broker refers Seller or a prospective buyer or tenant to a service provider (e.g., mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(4) is in addition to any other compensation Broker may receive under this Listing.

(5) Other Fees and/or Reimbursable Expenses: N/A

E. Protection Period:

- (1) "Protection period" means that time starting the day after this Listing ends and continuing for 60 days.

(2) Not later than 10 days after this Listing ends Broker may send Seller written notice specifying the names of persons whose attention Broker has called to the Property during this Listing. If Seller agrees to sell or lease all or part of the Property during the protection period to a person named in the notice or to a relative or business associate of a person named in the notice, Seller will pay Broker, upon the closing of the sale or upon execution of the lease, the amount Broker would have been entitled to receive if this Listing were still in effect.

(3) "Person" means any person in any capacity whether an individual or entity. "Sell" means any transfer of any interest in the Property whether by agreement or option.

(4) This Paragraph 5E survives termination of this Listing.

F. County: All amounts payable to Broker are to be paid in cash in HIDALGO County, Texas.

G. Escrow Authorization: Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing.

NOTICE: Under Chapter 62, Texas Property Code, Broker is entitled to claim a lien against the Property to secure payment of an earned commission.

6. EXCLUSIONS:

A. Under a prior listing agreement Seller is obligated to pay another Texas licensed broker a fee if Seller sells or leases all or part of the Property before _____ to any of the following persons: N/A _____ (named exclusions).

B. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion before the date specified in Paragraph 6A, Seller will not be obligated to pay Broker the fees under Paragraph 5 of this Listing, but Seller will pay Broker, upon the closing of the sale or upon execution of the lease, a fee equal to:

- (1) _____ % of the sales price if Seller sells the Property;
- (2) _____ % of all base rents to be paid over the term of the lease if Seller leases the Property and the same percentage of the following items to be paid over the term of the lease: ☐ expense reimbursements; ☐ N/A _____; and
- (3) N/A _____.

C. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion, Broker ☒ will ☐ will not assist Seller in negotiating and closing the sale or lease to the named exclusion.

7. **ACCESS TO THE PROPERTY:** Authorizing access to the Property means giving permission to another person to enter the Property, disclosing security codes necessary to enter the Property to such person, and lending a key to the Property to such person. To facilitate the showing and sale of the Property, Seller instructs Broker and Broker's associates to: (i) access the Property at reasonable times; (ii) authorize other brokers, inspectors, appraisers, lenders, engineers, surveyors, and repair persons to enter the Property at reasonable times; and (iii) duplicate keys to facilitate convenient and efficient showings.

8. **COOPERATION WITH OTHER BROKERS:** Broker will allow other brokers to show the Property to prospective buyers. If the other broker procures a buyer who purchases the Property, Broker will offer to pay the other broker a portion of Broker's fee under Paragraph 5.

9. INTERMEDIARY: (Check A or B only.)

☒ A. Intermediary Status: Broker may show the Property to interested prospective buyers or tenants who Broker represents. If a prospect who Broker represents offers to buy or lease the Property, Seller authorizes Broker to act as an intermediary and Broker will notify Seller that Broker will service the parties in accordance with one of the following alternatives.

- (1) If a prospect who Broker represents is serviced by an associate other than the associate servicing Seller under this Listing, Broker may notify Seller that Broker will: (a) appoint the associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller; and (b) appoint the associate then servicing the prospect to the prospect for the same purpose.
- (2) If a prospect who Broker represents is serviced by the same associate who is servicing Seller, Broker may notify Seller that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospect; and (b) appoint the associate servicing the Seller under this Listing to the Seller for the same purpose.
- (3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.

☐ B. No Intermediary Status: Seller agrees that Broker will not show the Property to prospects who Broker represents.

Notice: If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:

- ♦ may not disclose to the prospect that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;
- ♦ may not disclose to Seller that the prospect will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospect;
- ♦ may not disclose any confidential information or any information Seller or the prospect specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
- ♦ may not treat a party to the transaction dishonestly; and
- ♦ may not violate the Real Estate License Act.

10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

11. BROKER'S AUTHORITY:

- A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.
- B. In addition to other authority granted by this Listing, Broker may:
 - (1) advertise the Property by means and methods as Broker determines is appropriate in any media, including but not limited to:
 - (a) placing a "For Sale" sign or similar marketing sign on the Property; and
 - (b) creating and placing information about the Property (including interior and exterior photographs or videos):

- (i) on the Internet on Broker's website and on other websites as Broker determines;
 - (ii) in any advertisements whether in print or electronic media; and
 - (iii) into listing services that may publicize the information on the Internet or by other means;
- (2) reproduce, display, and distribute information about the Property, including the information described under Paragraph 11B(1), for the purposes of marketing the Property;
 - (3) furnish comparative marketing and sales information about other properties to prospects;
 - (4) disseminate information about the Property to other brokers and prospects, including applicable disclosures, notices, or other information that Seller is required to make under law or a contract;
 - (5) obtain information from any holder of any note secured by a lien on the Property;
 - (6) accept, in trust, any earnest money, option fee, security deposit, or other money related to the purchase or lease of the Property and deliver such money for deposit in accordance with a contract for the sale or lease of the Property;
 - (7) disclose the sales price and terms of a sale or a lease to other brokers, appraisers, other real estate professionals, and any listing services into which information about the Property is placed;
 - (8) place information about this Listing and a transaction for the Property on an electronic platform (an electronic platform is typically an Internet-based system where professionals related to the transaction, such as title companies and lenders, may receive, view, and input information); and
 - (9) advertise that Broker "sold" or "leased" the Property after the closing of a sale or execution of a lease of the Property in which Broker was involved.

NOTICE: Any submission of information to a listing service must be made in accordance with listing service's rules.

- C. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.
- D. Photographs, videos, and compilations of information submitted to a listing service are the property of the listing service for all purposes.

12. REPRESENTATIONS:

- A. Except as provided otherwise in this Listing, Seller represents that:
 - (1) Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures thereon, unless rented, and the legal capacity to convey the Property;
 - (2) Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
 - (3) no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
 - (4) there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property;
 - (5) the Property is not subject to the jurisdiction of any court;
 - (6) Seller owns sufficient intellectual property rights in any materials which Seller provides to Broker related to the Property (for example, brochures, photographs, drawings, or articles) to permit Broker to reproduce and distribute such materials for the purposes of marketing the Property or for other purposes related to this agreement; and
 - (7) all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge.
- B. Seller and Broker must disclose any known material defect in the Property to a prospective buyer. *(Check only one box.)*
 - ☐ (1) Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408). Seller authorizes Broker to furnish prospective buyers and other brokers with a copy of the Commercial Property Condition Statement (TXR-1408).

- ☐ (2) Except as otherwise provided in this Listing, Seller is not aware of:
- (a) any subsurface: structures, pits, wastes, springs, or improvements;
 - (b) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (c) any environmental hazards or conditions that materially affect the Property;
 - (d) whether the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (e) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants) or other pollutants or contaminants of any nature now exist or have ever existed on the Property;
 - (f) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (g) any threatened or endangered species or their habitat on the Property;
 - (h) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (i) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (j) any material physical defects in the improvements on the Property; or
 - (k) any condition on the Property that violates any law or ordinance.

(List any exceptions to (a)-(k) in Special Provisions or an addendum.)

13. SELLER'S ADDITIONAL PROMISES: Seller agrees to:

- A. cooperate with Broker to facilitate the showing and marketing of the Property;
- B. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
- C. not enter into a listing agreement with another Broker for the sale or exchange of the Property to become effective during this Listing;
- D. not enter into a listing agreement for the lease of all or part of the Property with another broker to become effective during this Listing without Broker's written permission;
- E. provide Broker with copies of the following, if any, relating to the Property: a current rent roll, all leases including any amendments, architectural plans and drawings, renderings, survey, a current operating statement, environmental inspection reports, engineering reports, and other relevant information that Broker may request during this Listing;
- F. advise Broker of any tenants moving in or out of the Property;
- G. complete any disclosures or notices required by law or a contract to sell the Property;
- H. amend any applicable notices and disclosures if any material change occurs during this Listing; and
- I. at Seller's expense, remove from the Property all:
 - (1) "For Sale" (or similarly worded) signs other than Broker's signs;
 - (2) "For Lease" (or similarly worded) signs from the Property unless the Property is listed for lease with another broker; and
 - (3) "For Information" (or similarly worded) signs other than Broker's signs.

14. LIMITATION OF LIABILITY:

- A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.
- B. Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker, including but not limited to injuries or losses caused by:
 - (1) other brokers, inspectors, appraisers, lenders, contractors, surveyors, engineers, and other persons who are authorized to access the Property;
 - (2) acts of third parties (for example, vandalism or theft);
 - (3) freezing or broken water pipes;
 - (4) a dangerous condition on the Property; and
 - (5) the Property's non-compliance with any law or ordinance.

- C. Seller agrees to indemnify and hold Broker and Broker's associates harmless from any damages, costs, attorney's fees, and expenses:
- (1) that arise from Seller's failure to disclose any material information about the Property;
 - (2) that are caused by Seller giving incorrect information to Broker, other brokers, or prospects;
 - (3) that arise from any claim for misuse of intellectual property in any materials or information that Seller provided to Broker related to the Property or this agreement; or
 - (4) that are otherwise caused by Seller or Seller's negligence.

15. SPECIAL PROVISIONS: N/A

16. DEFAULT: If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of Broker's fee specified in Paragraph 5A and any other fees Broker is entitled to receive under this Listing. If a sales price is not determinable in the event of any exchange or breach of this Listing, the Listing Price will be the sales price for the purpose of calculating Broker's fee. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.

17. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise between the parties. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the costs of mediation equally.

18. ATTORNEY'S FEES: If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party may recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

19. ADDENDA: Addenda or information that are part of this Listing are:

- ☒ A. Information About Brokerage Services (TXR-2501)
☐ B. Property Description Exhibit identified in Paragraph 2
☐ C. Condominium Addendum to Listing (TXR-1401)
☐ D. Commercial Property Condition Statement (TXR-1408)
☐ E. Information About On-Site Sewer Facility(TXR-1407)
☐ F. Information about Special Flood Hazard Areas (TXR-1414)
☐ G. N/A

20. AGREEMENT OF THE PARTIES:

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.
- C. Binding Effect: Seller's obligations to pay Broker an earned fee is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assigns.
- D. Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.

- F. **Severability:** If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- G. **Partial Sales or Leases:** If Seller sells or leases part of the Property before the date this Listing ends, this Listing will continue for the remaining part of the Property through the term of this Listing.
- H. **Notices:** Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail specified in Paragraph 1.

21. ADDITIONAL NOTICES:

- A. **Broker's fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by Texas REALTORS®, its local affiliates, or any listing service. Broker's fees are negotiable.**
- B. **The Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances and the National Association of REALTORS® Code of Ethics may provide for additional protected classes (e.g., creed, status as a student, marital status, sexual orientation, or age).**
- C. **If the Property contains a residential dwelling built before 1978, federal law requires the Seller to: (1) provide the buyer with the promulgated lead hazard information pamphlet (TXR-2511); and (2) disclose the presence of any known lead-based paint or lead-based paint hazards.**
- D. **Broker cannot give legal advice. This is a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this Listing, consult your attorney BEFORE signing.**

Seller: CITY OF WESLACO

Broker:

Broker / Company Name: NAI RIO GRANDE VALLEYN/AN/ABy: DAVID SUAREZLicense No. 9008410

By (signature): _____

By (signature): _____

Printed Name: DAVID SUAREZPrinted Name: Michael J. BlumTitle: MAYOR Date: _____Title: PARTNER & MANAGING BROKER License No. 426545

Date: _____

By: N/A

By (signature): _____

Printed Name: N/ATitle: N/A Date: _____

▶ MARKET HIGHLIGHT: RIO GRANDE VALLEY

RGV MULTIFAMILY MARKET PLAYING CATCH-UP ON CLASS A PRODUCT



Brad Frisby
Data Analyst,
CoStar Group

Commercial real estate sectors in secondary and tertiary markets often suffer from a lack of current, comprehensive data and metrics. Until a few years ago, the multifamily market of the Rio Grande Valley (RGV) was no exception.

Much of the region's multifamily product consists of "clusters" of fourplexes. In many cases, different investors own different units within these properties, which generally do not have management and leasing offices with hard data.

Consequently, for years multifamily developers and brokers in Hidalgo and Cameron counties operated without reliable information on their market, generally ceding to the ideas that it was overbuilt. Turns out they were incorrect.

Year-over-year rent growth in this market tends to be flat. Fluctuations are short-lived and back-and-forth in nature. But beginning in 2015 and carrying over into 2016, multifamily players in the RGV began to realize that their market was not overbuilt and that in fact, demand for better product was rising.

Volatile Vacancy

To better grasp the ebbs and flows of this market, we revert to 2008 and pre-recession data. To simplify our analysis, we use the McAllen-Edinburg-Mission MSA as a proxy for the region.

In 2008, multifamily vacancy stood at approximately 6 percent. By 2011, when the national economy was regaining its footing, vacancy has sky-



Demand for more Class A multifamily product in the RGV is evidenced by developments like Mirabella Apartments, a 178-unit community in McAllen. Rents for a one-bedroom unit at the property, which was completed in 2017, start at roughly \$900 per month.

rocketed to roughly 13 percent. In 2015, when one of the biggest building booms in regional history began, vacancy has receded to 9 percent, which for this market is pretty close to equilibrium.

In 2015, oil prices had only just begun to fall and capital was cost-effective and accessible. Development surged as the market added somewhere between 2,500 and 3,000 units during a two-year stretch, many of which were housed in Class A properties. This volume of new deliveries spiked the vacancy rate back to its 2011 level of 13 percent.

Absorption of those units began in 2017 and is carrying over into 2018. Vacancy has returned to near-equilibrium levels and developers, particularly those of Class A product, are seeing strong leasing velocity. Several Class A projects, such as Midtown Village and Royal Vista, also broke ground in 2017, suggesting that the market for Class A units is far from saturated. These two projects, which will deliver 160 and 144 units, respectively, are slated to be

complete by the summer.

Although the supply-demand equation appears balanced at the moment, the vacancy swings of the last decade illustrate the fact that perception can be reality. Then again, given that the unemployment rate for this MSA fluctuates by 50-plus basis points from month to month, according to recent data from the Bureau of Labor Statistics (BLS), perhaps volatility is simply par for the course down here.

At any rate, the activity of the last several years has yielded an inescapable conclusion on Class A multifamily product: demand was there, is there and should continue to be there.

Politics Exerts Influence

Construction schedules in the RGV remain largely unaffected by labor and immigration politics. Most developers can get an 80- to 100-unit building off the ground in nine to 12 months. We expect multifamily development in the region to continue to benefit from these forces in 2018, which could be the year in which the market discovers just how high its ceiling for Class A product really goes.

But leasing velocity and absorption rates are still susceptible to political influence. In mid-April, Texas Gov. Greg Abbott announced plans to send Texas National Guard troops to the RGV to elevate the military presence at the border. The arrival of these troops could cause a spike in multifamily absorption over the next couple quarters.

In addition, the proposed building of a wall between the United States and Mexico has implications for the RGV multifamily market. Government officials are currently meeting with property owners in the RGV to assess the land and begin pre-construction processes.

While the border wall project is a major political hot button, it does have the capacity to bring more jobs and people to the region. According to local newspaper *The Monitor*, the project calls for about 25 miles of wall construction in the RGV. While the project continues to be hindered by social opposition and limited financing, it is nonetheless an important political factor for multifamily developers and brokers in the RGV to monitor.

Other Factors at Play

Having an experienced multifamily manager that is adept at marketing the property goes a long way in this market. Indeed, we see discrepancies in the leasing velocities for multifamily properties that outsource to qualified, talented managers and those that opt for in-house management to save costs.

The ability to market effectively and lease up units quickly is paying dividends for certain multifamily developers. Certain properties, such as Mirabella and 2500 N. McColl, have achieved stability within six to eight months of coming on line and are now seeing rents approach unprecedented levels.

For Class A stock, this translates to anywhere from \$1.00 to \$1.15 per square foot, whereas the rest of the market has historically hovered between 80 cents and 90 cents per square foot. To put these figures into context, however, it's worth noting that rent growth in 2017 was actually negative due to the volume of new units coming on line.

Other demographic factors are contributing to the growth of the multifamily market. Perhaps because of its proximity to Mexico and supply of immigrant labor, the RGV has generally avoided the labor shortage that has plagued the construction industry since the recession.



Deliveries of new multifamily properties, such as Villa Regale in McAllen, hit their peak during 2015 and 2016, but the ceiling for new Class A development remains high.

A Deep Dive into the Hidalgo County Multifamily Market



By Brad Frisby

By: Brad Frisby

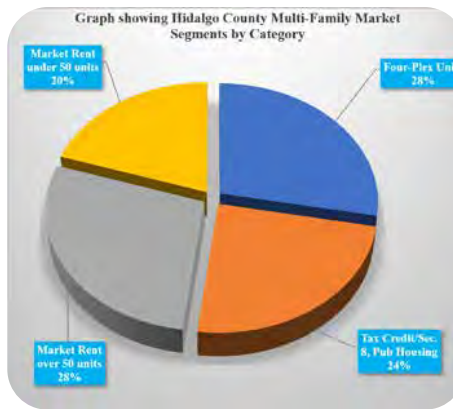
NAI Rio Grande Valley has launched a project that will provide a quarterly report pertaining to all things multifamily. From student housing, senior living projects, tax credit projects, and everything in between, we have gathered the data and conducted a thorough analysis to uncover the mystery of the rental market in Hidalgo County. Our report covers occupancy levels, volume of units, pipeline of under construction and proposed properties, and recent trades.

McAllen MSA Multifamily - State of the Market

The McAllen MSA (Metropolitan Statistics Area) is the fifth largest MSA in Texas and is expected to reach a population of one million in the 2020 U.S. Census results. The McAllen MSA has over 40,000 rental units in multifamily properties for institutional, local, and out of market investors; all of whom should learn and appreciate the variety of multifamily products and how to realize net gains before taking the plunge.

McAllen and the cities that make up Hidalgo County are growing at a rapid clip. McAllen's on-going business friendly climate has been a model for many of the neighboring cities including Edinburg, Mission, and Pharr and smaller communities of Hidalgo, Alamo, San Juan, Alton, Weslaco, Mercedes, and Donna.

The median age in Hidalgo County (McAllen MSA) is highly populated with a young "30 something" crowd that often lacks buying power to get in the owner-occupied part of the market. Due to this innovative subgroup, conventional apartment communities have popped up like wildfires during the last five years in these cities. Thus, there is a population that remains financially challenged placing an importance on rental housing. Furthermore, investments in transportation and education infrastructure are bringing billions of dollars to the Rio Grande Valley. The merger of UT-RGV, the creation of the UT-RGV Medical School, the establishment of Texas A&M University, and the expansion of South Texas College



seems to be the go-to place for these owners looking to fill units.

Tax Credit, Section 8, and Public Housing properties make up 24% of the 40,000. Tax credit properties almost always have a percentage mix of market rate units (10%) and "affordable/low-income" units (90%). Percentage splits can vary. In 2019, 485 units were awarded housing credits by the Texas Department of Housing and Community Affairs, 90 of which are dedicated to elderly persons. The amount of housing credits awarded in July of 2020 will be similar. This arena is extremely competitive and awarded on a scoring system based on characteristics corresponding with location,

community/municipality support, and financial feasibility. Twenty-two properties with 2,196 units are jockeying to become the next 500 plus or minus units to be awarded for 2020.

Last, but certainly not least, are the Four-Plex specific subdivisions that make up 28% of the overall 40,000 units. Approximately 80 subdivisions have been built or are under construction in the market. These neighborhood subdivisions have anywhere between 10-100 lots totaling approximately 2,770 lots that have been built, and approximately 440 lots which remain unbuilt. This translates to 11,075 units rented or available, and 1,775 unbuilt/potential units; 16% of the current inventory is not built out. These numbers include under construction subdivisions of Union Square and Bel-Air in Edinburg, and an un-named community at the corner of Pecan and Bentsen in McAllen, all three of which have not delivered a built lot at this point.

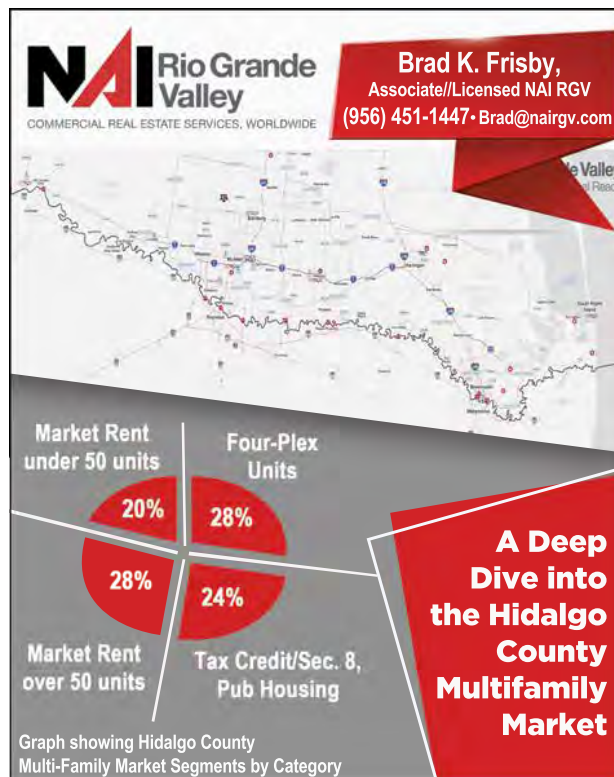
In the coming months, Multifamily Specialist, Brad Frisby, will add content to this subject matter driving more business to the Hidalgo County market and to facilitate sound decision making by investors, lenders, sellers, and developers. Brad has created a 1st Quarter market report which deals with market fundamentals/metrics and recent transactions.

SOURCE: Hidalgo County records, Reonomy, CoStar, and Brad Frisby. TBB

have impacted the landscape of rental housing which is destined for a continuum for growth. Knowledge of the market is imperative for investors.

Conventional market-rent apartment properties with 50 units or more make up 28% of the 40,000 units. Overall occupancy is near stable at 92%. Consistent new supply has kept this number hovering just above 90% for the past three years since the market absorbed the record number of new units delivered in 2015 and 2016. Rent growth ranges from 0.5% to 2.5% depending on location, management, and amenities of each individual property. Recent trades in this arena have shown a large increase in purchase price with a few properties collecting over \$100K per door. Age and condition can markedly impact the price per door along with deferred maintenance. Several high-profile properties will trade hands in 2020. Investors looking for value-add opportunities are running up against owners with increased asking prices. We expect approximately 300 units to be built in 2020 within this sub-set.

Unconventional market-rent apartment properties with under 50 units make up 20% of the 40,000 units. This is the trickiest sub-set to analyze. Typically, owners hold these properties long term. Advertising available units on larger platforms is not economical due to the high price of advertising vs. the smaller budget for these properties. Facebook



A Deep Dive into the Hidalgo County Multifamily Market

TEXAS BORDER
business



Roberto H. Gonzalez
Publisher



This is my new email address
info@tbbmega.com

For emails, press releases, photos and anything else you want to send.

MCALLEN MULTIFAMILY MARKET SHOWS POSITIVE RENT GROWTH AMID COVID-19

Having a strong base of essential employers has been a tremendous boon to the sector.

By Brad Frisby of NAI Rio Grande Valley

The McAllen-Edinburg-Mission MSA has posted positive rent growth for the first half of 2020 despite the outbreak of COVID-19 causing nationwide job losses and impacting landlords' ability to push rents during much of that time.

The combined effect of a stimulus package for renters and pandemic legislation that bars evicting residents who cannot pay due to COVID-19-related job losses has largely kept occupancy rates steady throughout the year's first half. Occupancy rates for Class B and C product rose to the mid-90s, but absorption of Class A properties has taken a small dip.

As construction — and economic activity in general — resumes at a greater pace in the second half of the year, we expect new deliveries to come on line and bring the marketwide occupancy rate down slightly. As of May, the McAllen area had added about 500 new apartments to its supply, with an additional 700 or so set to be delivered by year's end.

The North McAllen, Edinburg and Weslaco submarkets will receive the bulk of new deliveries this year. Over half of the new units delivered will be through the Texas Department of Housing & Community Affairs' 9 percent housing tax credit program.

Unique to the greater McAllen multifamily market are the four-plex communities. These neighborhoods often compete with conventional apartment communities and should be factored



Brad Frisby
Associate,
NAI Rio Grande Valley

into any analysis. As of May 2020, roughly 400 units, or 80 percent of the new supply, has been four-plex units. We expect to see developers continue to target and deliver that category of product.

Should the market add more than 1,200 units by the end of the year, that would be a substantial increase in the total number of new year-over-year deliveries. These projects were already in progress prior to the pandemic; we expect deliveries to be drop in 2021 as absorption catches up.

Most renters in the market qualify for some level of federal relief, and landlords have displayed flexibility with renters to keep their units occupied. Means of keeping renters in their units that we have seen include accepting deferred rental payments, converting to security deposits to rent payments or incentivizing renters with discounts if they pay on time.

As a result of the various local players and the federal government all acting in the greater interest of the market, the McAllen MSA closed the first quarter with 0.3 percent rent growth among new leases. Rent growth for renewed leases was considerably stronger at 4.5 percent. Overall asking rents

across all multifamily product types are rising, and the value of concession packages being offered by landlords to renters is down 1.5 percent from 2019 levels.

Over the last several months, landlords have primarily focused on keeping tenants in place by offering various forms of relief alongside renewals. So while concessions are down, rent growth should still remain relatively stagnant through 2020 due to not only landlords offering relief, but also new deliveries.

In addition, the market has been bolstered by its traditional economic drivers, the majority of which fall into the category of essential services and have enabled many residents to keep working throughout the crisis. Government, healthcare and cross-border trade are the three primary industries that have remained largely operational during the pandemic and which have reduced the rate of job losses.

Prior to the pandemic, the growth of the McAllen area's retail and restaur-

ant scene had been one of the market's most visible accomplishments, and one that residents and city officials were particularly proud of. The temporary and permanent losses of those jobs due to COVID-19 have played the biggest part in the market's rising unemployment rate.

Ultimately, however, we expect the greater McAllen multifamily market will rebound steadily as a result of its crucial industries related to government, healthcare and manufacturing.

Recently renegotiated trade agreements and the prioritization of manufacturing in the public health sector will further boost the uniquely located South Texas region. Healthcare facilities throughout the Rio Grande Valley have seen steady growth and add healthcare users with highly specialized practices, as well as more educational facilities to support the growing healthcare real estate market. We look for all of these industries to contribute to the market's rebound and growth in coming months. ■

THE COMMERCIAL BROKERAGE EXPERTS IN SOUTH TEXAS



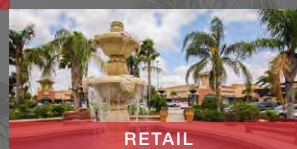
LAND



INDUSTRIAL



COMBINED YEARS OF
BROKERAGE EXPERIENCE



RETAIL



OFFICE



BROKERS/AGENTS

+ 6 FULL TIME
STAFF MEMBERS

NAI Rio Grande Valley
COMMERCIAL REAL ESTATE SERVICES, WORLDWIDE

956.994.8900
nairgv.com
info@nairgv.com

NAI RIO GRANDE VALLEY REFERENCES FOR BRAD FRISBY AND MIKE BLUM

- **Dr. Jorge Miranda**
Owner/Landlord & Investor
george@jminvestmentproperties.com
956-458-3620
- **Marvin Feiger**
Owner/Landlord
mfeiger@raybec ltd.com
847-677-1000
- **Marie Brown**
Owner/Operator
mariebrown987@yahoo.com
956-443-7435
- **Eric Seebach**
Developer/Owner/Landlord
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423-362-5035
- **Eduardo Zegaib**
Owner/Landlord
ezegaib@me.com
956-789-4897
- **Jesus Gonzalez**
Real Estate Entrepreneur
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956-369-9487
- **Dave Estes**
Texas Regional Bank Trust
destes@texasregionalbank.com
956-972-5418
- **Alonzo Cantu**
Developer & office building owner
alonzo@cantuconstruction.com
956-631-1273
- **Henry Flores**
henry@madhousedevlopment.net
512-982-1359

THE COMMERCIAL BROKERAGE EXPERTS IN SOUTH TEXAS



LAND



INDUSTRIAL



MULTIFAMILY



COMBINED YEARS OF
BROKERAGE EXPERIENCE



BROKERS/AGENTS

+ 6 FULL TIME
STAFF MEMBERS



RETAIL



OFFICE



COMMERCIAL REAL ESTATE SERVICES, WORLDWIDE

956.994.8900
nairgv.com
info@nairgv.com



**COLDWELL
BANKER
COMMERCIAL**

RIO GRANDE VALLEY

September 24, 2020

Homer Rhodes
Purchasing Agent- City of Weslaco
255 S. Kansas Ave
Weslaco, TX 78596

**COLDWELL BANKER COMMERCIAL
RIO GRANDE VALLEY**

508 E. DOVE AVENUE
MCALLEN, TX 78504
BUSINESS (956) 631-1322
FAX (956) 994-0443

Thankyou for considering our brokerage firm, La Mansion Commercial Real Estate LLC
d/b/a Coldwell Banker Commercial Rio Grande Valley, for commercial real estate brokerage services.

Enclosed please find information concerning Coldwell Banker Commercial Rio Grande Valley, and five realtors assigned to assist Weslaco Tx in the acquisition or disposal of real estate. Coldwell Banker Commercial Rio Grande Valley is a local agency with thirty one years of experience in the commercial real estate market and currently has twenty real estate agents. The team assigned to your account will be led by R. David Guerra, and will include Daniel Galvan, Sally F. Guerra, Christina Barrera and Michael Pacheco. Daniel and Sally are licensed brokers, and David, Christina and Michael are real estate agents. Our team includes a CCIM certified broker, and David brings forty years of experience in commercial real estate site selection, development and finance. Coldwell Banker Commercial Rio Grande Valley has brokered countless commercial real estate transactions over the years, including industrial commercial facilities.

As per set out criteria, we represent our firm as a Limited Liability Corporation, is not for sale nor expanding operation, is not involved in litigation, and has no outstanding loans and for the last five years has not had a claim under professional malpractice insurance. Enclosed is our information on our firm history and experience, as well as the resumes of real estate brokers, Daniel Galvan and Sally Guerra. Copies of the team's real estate licenses are also included.

We are ready to serve the City of Weslaco with the confidence we will exceed your expectations.

Respectfully,

R. David Guerra
Coldwell Banker Commercial
508 E. Dove Ave
McAllen, TX 78504
956-631-1322
Email: rdavidguerra@outlook.com





A leader in the commercial real estate industry, Coldwell Banker Commercial was established in 1906, in California. For 100 years, Coldwell Banker Commercial has maintained its vision of providing honest and exceptional service to its clients, while also maintaining a prominence as one of the leaders in the industry.

Today, the Coldwell Banker Commercial network of Brokers can be found in over 30 countries on six continents, providing Coldwell Banker Commercial with a geographic footprint larger than that of any other commercial real estate organization. This allows Coldwell Banker Commercial Rio Grande Valley to tap a customer base that reaches across North America and establishes the company's expertise and unparalleled record of success in the real estate industry.

La Mansion Real Estate has served the greater McAllen and Rio Grande Valley areas since 1989. In 2000, the company franchised with Coldwell Banker, and in 2008, with Coldwell Banker Commercial. Both are subsidiaries of The Realogy Corporation. Located in the heart of the Rio Grande Valley, its bilingual agents are committed to providing the highest level of professional service. Coldwell Banker Commercial specializes in Brokerage, Project Leasing, Valuation Services, Landlord and Tenant Representation, Lease Administration, Property Management, Relocation Services, Development, and Distressed Asset & REO Services.

Coldwell Banker Commercial Rio Grande Valley is a full-service Brokerage Firm that specializes in Industrial, Retail, and Office properties. Its affiliations with the CCIM Institute, Society of Industrial and Office Realtors, and International Council of Shopping Centers provide Coldwell Banker Commercial Rio Grande Valley a network unparalleled in the local market.

Coldwell Banker Commercial Rio Grande Valley also prides itself on its hands-on technique to obtaining results while at the same time utilizing unmatched, technological resources to pin point and

identify opportunities in the market place. It's Platform allows CBC RGV to cover significantly more ground than traditional real estate firms and allows the Company to take on projects of larger size and scale without jeopardizing the quality of the services offered. The company's relationships with municipalities, affiliates, and Economic Development Corporations is also a driving force behind its success and allows it's clients and prospects to enjoy capabilities that other Firms cannot offer.

For more information on Coldwell Banker Commercial Rio Grande Valley please reach out at
956-631-1322 or cbcriograndevalley1@gmail.com.

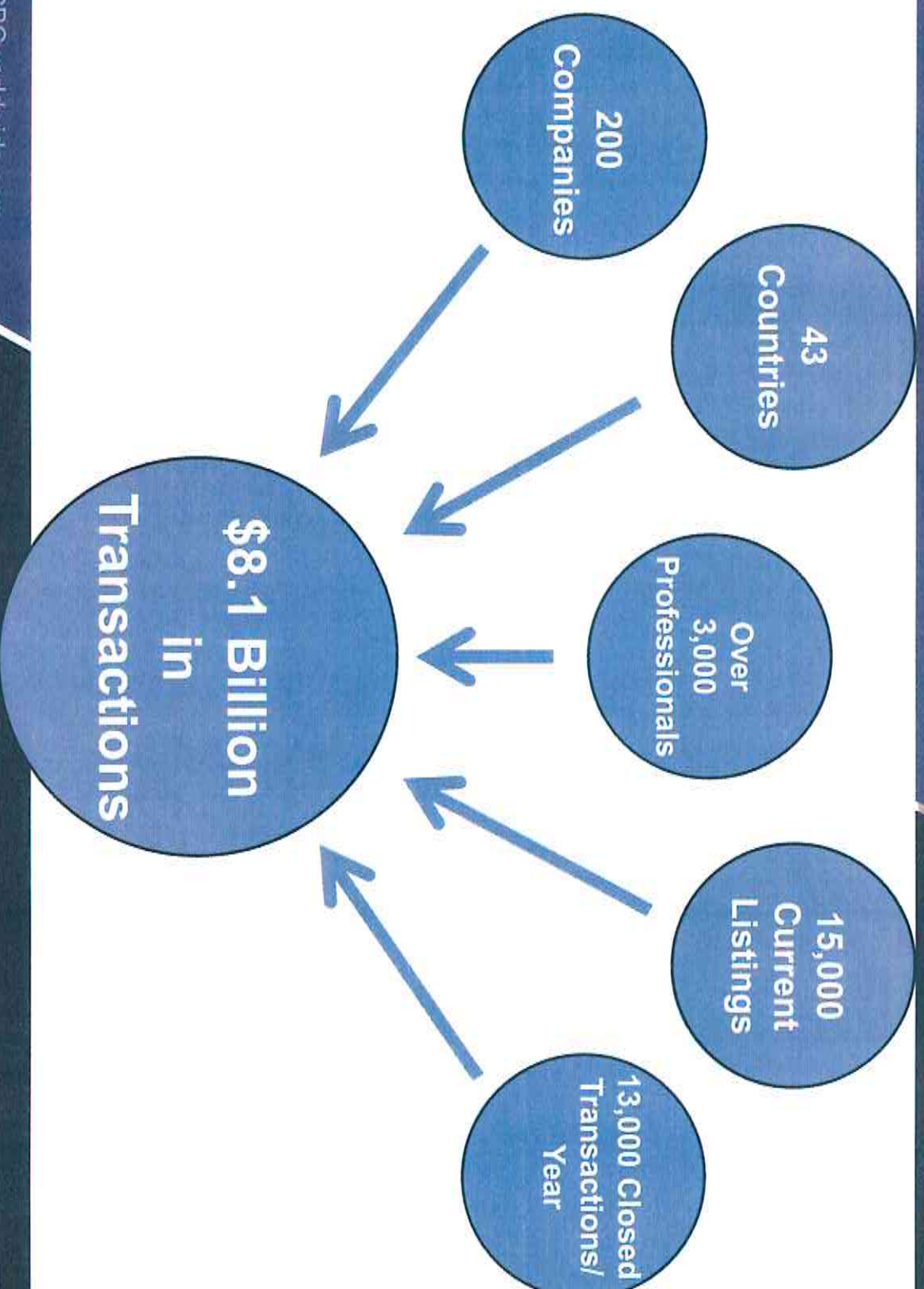


Coldwell Banker Commercial Rio Grande Valley

Brokerage – Leasing – Development –
Property Management



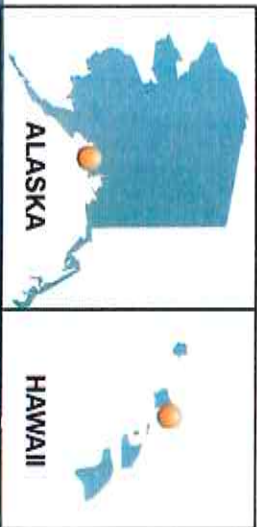
About CBC



**COLDWELL
BANKER**



**COLDWELL
BANKER
COMMERCIAL**



ALASKA

HAWAII

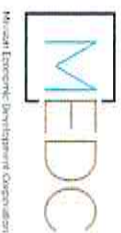


International Footprint





Clients



Industry Recognition

CBC ranks in the Top 25 Commercial Real Estate Brands

The CBC organization has more CCIM, SIOR and NAR Commercial members than any other commercial real estate organization.

National Real Estate Investor ranked CBC in its "Best of the Best" top national brokerage list.

CBC Rio Grande Valley has been named a Power Broker by The Costar Group.





**COLDWELL
BANKER
COMMERCIAL**

Daniel Galvan, CCIM

Principal Broker

dgalvan@cbcworldwide.com

O: 956-631-1322

C: 956-451-2983

Daniel Javier Galvan, SIOR, CCIM

133 Bluebird Avenue
McAllen, TX 78504

(956)451-2983
dgalvan@cbcworldwide.com

Texas Real Estate Broker #0561680

PROFILE A seasoned real estate professional with extensive experience in Development, Project Leasing, Asset Management, Property Management, and acquisition/disposition services.

- Thirteen years of strong commercial, investment real estate practice in South Texas
- Bachelor's Degree in Business Finance from The University of Texas at San Antonio
- Extensive Commercial & Investment Real Estate Training and Continuing Education
- A firm understanding of Project Leasing, Site Selection, Property Management, Development and Economic Development
- Involved in Local, Regional, National, and International Organizations

EMPLOYMENT

2008 – Present **Principal Broker / Owner - Coldwell Banker Commercial Rio Grande Valley**

Coldwell Banker Commercial, located in 32 countries, is one of the Global leaders in the commercial real estate industry. CBC Rio Grande Valley has been serving the Rio Grande Valley area since 1989. In 2000, the company franchised with Coldwell Banker, and in 2008, with Coldwell Banker Commercial. Both are subsidiaries of The Realogy Corporation. Coldwell Banker Commercial Rio Grande Valley is a full-service Real Estate Firm serving the Rio Grande Valley, Laredo, and all South Texas.

- Act as a real estate transaction manager and oversee approximately 8 Agents/Associate Brokers with approximately 250 real estate transactions annually.
- Engage in the acquisition and disposition of commercial and investment real estate, as well as engage in Tenant and Landlord representation leading to approximately \$100,000,000.00 in transaction volume annually.
- Serve as one of the largest Landlord Representatives in South Texas while managing a leasing portfolio of approximately 5,000,000 square feet of leasable space across South Texas.
- Work with property types including but not limited to retail, medical, and office space, industrial facilities, land, multi-family properties, and other commercial/investment real estate across the Rio Grande Valley and South Texas.
- On a regular basis, train new Agents and Brokers as to provide them with knowledge of the industry, ultimately leading to higher production and efficiency.
- Conduct feasibility studies and perform site analysis leading to the development and/or acquisition/leasing of approximately 100 acres per year.
- Act as Lead Property Manager for approximately 300,000 square feet of lease space across South Texas.
- Receive Buyer/Tenant representation assignments from Corporations such as Circle K Stores, Inc., Molina Health Care of Texas, New York Life, Denny's Corporation, Popeye's Louisiana Kitchen, UFC Gym, Bluewave Express Carwash, Farmers Insurance Exchange, Domino's, Orange Theory

Fitness, Tractor Supply, Jersey Mikes Subs, and many others contributing to substantial, economic development.

- Work with numerous Banks, Private Lenders, and other Financial Institutions, ultimately leading to the disposition of approximately \$1,000,000 in foreclosed assets annually.

Key Achievements

- 2008 Coldwell Banker Commercial's "Rookie of the Year" for new Brokers
- CCIM Designation - 2009
- Multi-Million Dollar Producer – 2008 through 2019
- Completion of Coldwell Banker Commercial's Emerging Broker Training – 2008
- Coldwell Banker Commercial's Circle of Distinction – 2012, 2015, 2016, 2017, 2018, 2019
- Real Estate Forum's Top 50 Under 40 in Commercial Real Estate – 2018
- Costar Power Broker (Retail Leasing) – 2018
- Costar Power Broker (Office Leasing) – 2018
- Costar Power Broker (Retail Leasing) – 2019
- Costar Power Broker (Office Leasing) - 2019
- SIOR Designation - 2020

2006 – 2007 **Office Administrator / Realtor** - Coldwell Banker La Mansion Real Estate

- Received Texas Real Estate License in 2006.
- Recruited and grew the company from 15 to approximately 25 agents ultimately leading to a higher Gross Commission Income, while simultaneously growing the Commercial Real Estate Division.
- Took charge of the other administrative duties pertaining to the everyday operation of the business (payroll, invoicing, marketing, book keeping, etc).
- Trained new Agents/Brokers as to provide knowledge about the industry, ultimately leading to higher production.

Key Achievements

- Multi Million Dollar Producer – 2007
- Initiated the acquisition of the Coldwell Banker Commercial Franchise – 2008

EDUCATION

Bachelors Degree in Business Finance – The University of Texas at San Antonio, 2006
Completion and passing of the Texas Real Estate Brokers Exam
CCIM Institute (over 200 hours)
Completion of Coldwell Banker Commercial's Emerging Broker Training, 2008
McAllen Memorial High School, 2002

TECHNOLOGY SUMMARY

- Microsoft Office

KEY SKILLS

- Bi-Lingual – English/Spanish

- QuickBooks
- Photoshop
- Adobe
- Transaction Management
- Spread Sheets/Financial Analysis
- Organizational Leadership
- Management and book-keeping
- Fluency in reading all construction docs

VOLUNTEER WORK

- McAllen South Rotary Club – Immediate Past President
- Palm Valley Animal Center – Board of Directors (2013 – 2018)
- Evin's Regional Juvenile Detention Center – Youth Mentor
- Our Lady of Sorrows Catholic Church – Parish Council
- The Catholic Diocese of Brownsville – Real Estate Advisory Board (2019-Present)

AFFILIATIONS

- Coldwell Banker Commercial's Circle of Distinction
- Society of Industrial & Office Realtors – 2020 - Present
- McAllen South Rotary Club – 2012 – Present
- Leadership McAllen Class 29 – 2009
- National Hispanic Professionals Organization – 2009 – 2011
- CCIM Institute – 2008 - Present
- International Council of Shopping Centers (ICSC) – 2006 – Present
- Young Executives for Success – 2007-2009
- Greater McAllen Association of Realtors – 2006 - Present
- Texas Association of Realtors – 2006 – Present
- National Association of Realtors – 2006 - Present
- Kappa Sigma Alumni Association – 2006 - Present
- Kappa Sigma Fraternity – 2003 – 2006

SALLY FRAUSTRO GUERRA

BROKER ASSISTANT, GRI, ABR, CRS

♦ 423 Nightingale Ave McAllen TX 78504 ♦ T: 956-458-0085 ♦ Sally.Guerra@coldwellbanker.com♦

PROFESSIONAL EXPERIENCE

Coldwell Banker La Mansion

2003 - Present

Broker Associate – GRI – ABR - CRS

Continuously Top Producing Residential/Commercial Realtor

♦ Has received assignments from Corporations such as International Bank of Commerce, Bank of America, Sharyland Independent School District, Genghis Grill, Levcor, Church's, Popeye's, Golden Corral, BSN Medical, Bettcher Mfg, IDEA Schools, Bluewave Carwash, Whiteoak Development, LG Electronics, Texas Grey Oaks Developers and The University of Texas - Rio Grande Valley

SOCIALIFE RGV

2018 - Present

Owner & Publisher of SOCIALIFE RGV Magazine

Director of SOCIALIFE RGV – The Show

Became the new publisher and co-owner of SOCIALIFE, the Magazine of the Rio Grande Valley in April 2018. In one phenomenal year, the magazine has grown in many respects; professionalism, average page count (more than doubled), in circulation (1500 digital to over 15,000; 3500 Facebook followers to 10,000+; from 80 distribution points to 250), in addition to advertising support and sustainability. Sally's vision for SOCIALIFE is to help provide and support tools for cultivating and capitalizing on those networks that will enhance and sometimes change the direction of our daily lives.

Small Parts Maquila

2002 - 2003

Corporate Sales & Marketing Director

Eagle Global Logistics

1997 – 2002

Account Executive

“Global Eagle Award” for top sales 1999-2002

Corrigan US Custom Broker

1993 - 1997

Marketing Director

FINSA Group Arguelles

1991 – 1993

Marketing Manager

McAllen Economics Developing Corp.

1989 – 1991

Special Projects Coordinator

EDUCATION / CERTIFICATIONS

- ♦ 1992 – Bachelors of Arts – The University of Texas Pan American
- ♦ 2003 – Texas Real Estate Commission
- ♦ 2007 – Graduate, Realtor Institute
- ♦ 2008 – Accredited Buyer Representative
- ♦ 2010 – Broker License

PROFESSIONAL AFFILIATIONS

- ◆ 1993 - 1994 Leadership McAllen Class XIII
- ◆ 2000 - 2009 Junior League of McAllen
- ◆ 2009 - 2010 Leadership Mission Class XXVI
- ◆ 2003 - Present - Greater McAllen Association of Realtors
- ◆ 2003 - Present - Texas Association of Realtors
- ◆ 2003 - Present - National Association of Realtors
- ◆ 2010 - Present - International Council of Shopping Centers
- ◆ 2009 - 2014 - McAllen Economic Development Corp. Advisory Board
- ◆ 2010 - 2014 - First Choice Power (CPL) Advisory Board
- ◆ 2010 - 2014 - Sharyland Independent School District New High School Facilities Committee
- ◆ 2005 - 2010 - Sharyland Independent School District Education Foundation
- ◆ 2006 - 2010 - Sharyland Independent School District Denim & Diamonds Gala Chair
- ◆ 2011 - 2013 - IDEA Public Schools Gala Chair
- ◆ 2013 - 2015 - UTPA Alumni Board of Directors
- ◆ 2014 - 2016 - UTPA Alumni Board President
- ◆ 2014 - 2016 - UTPA Foundation Board of Directors
- ◆ 2014 - 2017 - International Women's Board of UTRGV Board of Directors
- ◆ 2014 - 2016 - Museum of So. TX (MOST) History Advisory Board
- ◆ 2014 - Present - McAllen Chamber of Commerce Executive Board of Directors
- ◆ 2015 - Present - UTRGV Development Board
- ◆ 2016 - Present - UTRGV Strategic Planning Committee
- ◆ 2016 - Present - McAllen ISD Education Foundation Board
- ◆ 2016 - Present - McAllen Chamber of Commerce Man & Woman of the Year Gala Chair
- ◆ 2017 - Present - Catholic Charities RGV Gala Chair
- ◆ 2017 - Present - UTRGV Advisory Alumni Board
- ◆ 2017 - Present - ZONTA International Member
- ◆ 2017 - Present - Leadership McAllen Alumni Advisory Board Committee
- ◆ 2017 - Present - RGV Partnership Leadership Class IV
- ◆ 2017 - Present - McAllen Economic Development Corp. Advisory Board
- ◆ 2018 - Present - City of McAllen / Quinta Mazatlan Board of Directors
- ◆ 2018 - Present - City of McAllen Quinta Mazatlan Gala Chair
- ◆ 2018 - Present - Junior League of McAllen Sustainer
- ◆ 2019 - Present - UTRGV Institutional Review Board Panel 2 member
- ◆ 2019 - Present - McAllen Chamber of Commerce - Chairman of the Board
- ◆ 2020 - Present - Disabilities' Chamber of Commerce RGV Advisory Board Member

Sally was born and raised in McAllen, TX. She is married to David Guerra and they have 5 children together and 3 grandchildren. Sally is an Associate Broker of Coldwell Banker RGV, where she is actively involved with both the Residential and Commercial divisions. As of 2018, Sally is also the new Owner/Publisher of Socialife, The Magazine of the Rio Grande Valley.



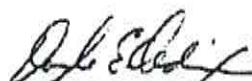
Texas Real Estate Commission
P.O. Box 12188 Austin, Texas 78711-2188
Real Estate Broker License

Broker License# **582850**

License Expires: **01/31/2021**

LA MANSION COMMERCIAL REAL ESTATE, LLC
508 E Dove
MC ALLEN, TX 78504

The Texas Real Estate Commission certifies that the above named broker has fulfilled all of the requirements of law and is authorized to transact real estate business in Texas.


Douglas E. Oldmixon
Administrator

RODOLFO DAVID GUERRA
C/O LA MANSION COMMERCIAL REAL ESTATE, LLC
ELIZABETH GARZA GALVAN
508 E DOVE
MC ALLEN, TX 78504



Real Estate Sales Agent License

Sales Agent: **Rodolfo David Guerra**

Sales Agent License #: **707211**

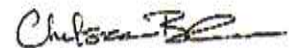
License Expires: **06/30/2020**

Sponsoring Broker: **LA MANSION COMMERCIAL REAL ESTATE, LLC**

Sponsoring Broker License #: **582850**

Having provided satisfactory evidence of the qualifications required by the Texas Real Estate License Act, Occupations Code, Chapter 1101, authorization is granted to use this title: Real Estate Sales Agent

For additional information or to file a complaint please contact TREC at www.trec.texas.gov.


Chelsea Buchholtz
Executive Director

You may wish to laminate the pocket identification card to preserve it.

DANIEL JAVIER GALVAN
133 BLUEBIRD AVENUE
MCALLEN, TX 78504

Inquiry as to the status of this license may be made to:

Texas Real Estate Commission
P.O. Box 12188
Austin, TX 78711-2188
www.trec.texas.gov
(512) 936-3000
Fax: (512) 936-3864



Texas Real Estate Commission
P.O. Box 12188 Austin, Texas 78711-2188
Real Estate Broker License

Broker License# 561680 License Expires: 05/31/2020

DANIEL JAVIER GALVAN
508 E DOVE
MC ALLEN, TX 78504

The Texas Real Estate Commission certifies that the above named broker has fulfilled all of the requirements of law and is authorized to transact real estate business in Texas.

Douglas E. Oldmixon
Administrator



Texas Real Estate Commission
P.O. Box 12188 Austin, Texas 78711-2188
Real Estate Broker License

Broker License# 561680

License Expires: 05/31/2020

DANIEL JAVIER GALVAN
508 E DOVE
MC ALLEN, TX 78504

The Texas Real Estate Commission certifies that the above named broker has fulfilled all of the requirements of law and is authorized to transact real estate business in Texas.

Douglas E. Oldmixon
Administrator

You may wish to laminate the pocket identification card to preserve it.

SALLY ROSE CUELLAR
423 NIGHINGALE AVE
MCALLEN, TX 78504

Inquiry as to the status of this license may be made to:

Texas Real Estate Commission
P.O. Box 12188
Austin, TX 78711-2188
www.trec.texas.gov
(512) 936-3000
Fax: (512) 936-3864



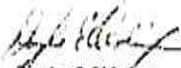
Texas Real Estate Commission
P.O. Box 12188 Austin, Texas 78711-2188
Real Estate Broker License

Broker License# 508895

License Expires: 03/31/2021

SALLY ROSE CUELLAR
508 E DOVE
MCALLEN, TX 78504

The Texas Real Estate Commission certifies that the above named broker has fulfilled all of the requirements of law and is authorized to transact real estate business in Texas.


Douglas E. Oldmixon
Administrator



Texas Real Estate Commission
P.O. Box 12188 Austin, Texas 78711-2188
Real Estate Broker License

Broker License# 508895

License Expires: 03/31/2021

SALLY ROSE CUELLAR
508 E DOVE
MCALLEN, TX 78504

The Texas Real Estate Commission certifies that the above named broker has fulfilled all of the requirements of law and is authorized to transact real estate business in Texas.


Douglas E. Oldmixon
Administrator

CHRISTINA BARRERA
C/O LA MANSION RESIDENTIAL REAL ESTATE, LLC
ELIZABETH GARZA GALVAN
508 E DOVE
MC ALLEN, TX 78504



Real Estate Sales Agent License

Sales Agent: **Christina Barrera**

Sales Agent License #: **654334**

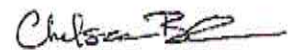
License Expires: **04/30/2021**

Sponsoring Broker: **LA MANSION RESIDENTIAL REAL ESTATE, LLC**

Sponsoring Broker License #: **582851**

Having provided satisfactory evidence of the qualifications required by the Texas Real Estate License Act, Occupations Code, Chapter 1101, authorization is granted to use this title: Real Estate Sales Agent

For additional information or to file a complaint please contact TREC at www.trec.texas.gov.


Chelsea Buchholtz
Executive Director



CITY OF WESLACO - RFQ 2019-20-28 **REAL ESTATE BROKER SERVICES** **STAFF EVALUATION SUMMARY**

RFQ OPENING: 9/24/2020 @ 3:00 PM

EVALUATION CRITERIA	NAI - RIO GRANDE VALLEY			COLDWELL BANKER COMMERCIAL-RGV			
		Mike	Andrew			Mike	Andrew
CRITERIA 1 (VALUE 30)							
Firm's Profile & Ability to Provide Services		30	30			30	30
CRITERIA 2 (VALUE 20)							
Qualifications of Proposed Team		15	15			10	15
CRITERIA 3 (VALUE 40)							
Firm's Relevant Experiance		30	30			25	20
CRITERIA 4 (VALUE 10)							
Firm's Commission/ Fee Structure		10	10			0	0
TOTAL POINTS:		0				0	65
RANKING		1	1			2	2
TOTAL		85	85			70	65

Evaluator:

X:

Evaluator:

x:



Standardized Agenda Request Form

Date of Meeting: October 6, 2020		Agenda Item No. (to be assigned by CSO): 2020-3643	
From:			
Subject: Discussion and consideration on naming the Northside Fire Station and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Mike Perez		Created	
City Manager Comments:			
Staff Recommendation:			
Attachments, if any: Ordinance No. 2011-16			
Responsibilities upon Approval:			

ORDINANCE 2011 - 16

AN ORDINANCE ESTABLISHING A PROCESS AND CRITERIA FOR NAMING PUBLIC FACILITIES, TRANSPORTATION IMPROVEMENTS AND OTHER FACILITIES; ESTABLISHING A PUBLIC FACILITIES AND TRANSPORTATION IMPROVEMENTS NAMING COMMITTEE AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

BE IT ORDAINED BY THE CITY OF WESLACO BY OFFICIAL ACTION OF THE WESLACO CITY COMMISSION THAT:

Section I

Ordinance 2011-16, which will be codified in the City of Weslaco Code of Ordinances as Article VIII of Chapter 82, Section 82-201-204 and Titled "Public Facilities and Transportation Improvements Naming Policy," establishes a process and criteria for naming Public Facilities and Transportation Improvements, and creates a Public Facilities and Transportation Improvements Naming Committee, which shall after second and final reading read as follows in The City of Weslaco Code of Ordinances:

Article VIII City of Weslaco Public Facilities and Transportation Improvements Naming Policy

82-201 Any Public Facilities and Transportation Improvements in the City of Weslaco in the Weslaco City Limits or in the City of Weslaco's extra territorial jurisdiction that are to be named shall be named pursuant to this policy.

82-202 Definitions

Public Facilities: Any building or permanent structure owned by the City of Weslaco located in the City limits or the extra territorial jurisdiction (ETJ).

Transportation Improvements: Include all streets, whether paved or not, walking trails, bridges or alleys located in the Weslaco City limits or in its extra territorial jurisdiction.

82-203 Public Facilities and Transportation Improvements Naming Committee

A Public Facilities and Transportation Improvements Naming Committee is hereby created. There shall be seven (7) members in the Committee who shall be appointed by the Weslaco City Commission and shall be resident citizens of the City of Weslaco. The term for each Committee member shall be for staggered three (3) years.

The Public Facilities and Transportation Improvements Naming Committee shall make recommendations to the Weslaco City Commission after conducting a public hearing and giving

public notice for public input on proposed names for a public facility or a transportation improvement.

All recommendations are required to be submitted to the Weslaco City Commission for approval. Any public facility or transportation improvement that has been named more than twenty-five (25) years is considered historic and should not be renamed, except by City Manager recommendation and approval by a super majority (3/4) of both the Public Facility and Transportation Improvement Naming Committee and the Weslaco City Commission.

A request to rename a public street transportation improvement that has been previously named must comply with the following procedures:

A.) A written narrative justifying the street name change must be submitted.

B.) An application must be submitted with a petition and application fee that corresponds to the street classification schedule and length of street below:

Street Type	Less than 500ft. in length	500 ft. to one mile in length	One mile in length or greater
Local	\$125	0.30 per linear foot of street	0.35 per linear foot of street
Collector	N/A	0.35 per linear foot of street	0.35 per linear foot of street
Arterial	N/A	N/A	0.35 per linear foot of street

C.) The completed petition form must be signed by over two-thirds (2/3) majority approval of the adjacent property owners abutting the street in question. Applicant must have the completed petition submitted no later than six months after the first petitioner's signature is obtained; otherwise the petition is null and void.

D.) Once all supporting data is submitted Planning staff will make arrangements for a Public Hearing and prepare publication on the proposed name change.

82-204 Criteria

The Public Facility and Transportation Improvement Naming Committee and the Weslaco City Commission shall use the following criteria when considering naming a Public Facility or a Transportation Improvement:

A.) Objectively natural names from geographical locations, historical events or historical places should be considered first.

B.) Naming public facilities or transportation improvements in honor of a person is discouraged unless the person made a significant national state or local contribution

and if there are no appropriate names derived from geographical locations or historical events or historical places.

C.) If a public facility or transportation improvement is named for a person, the person must:

1. Have been deceased for more than six (6) months;
2. Consistently contributed toward the function of the Public Facility or Transportation Improvements. (The Public Facility and Transportation Improvement Naming Committee must receive evidence of a person's significant contribution.)

D.) The Weslaco City Commission may waive any of the criteria requirements by a super majority (3/4) vote.

Section II

The Current Article VIII of Chapter 82 titled City Services/Permits Not Allowed shall become Article IX of Chapter 82.

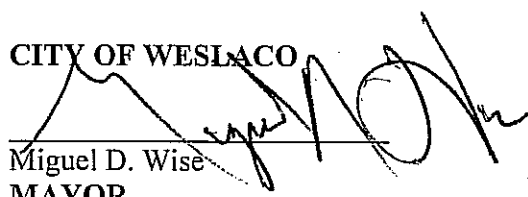
Section III

The criteria for renaming a public street previously approved by the Weslaco City Commission on March 3, 1998 is hereby repealed.

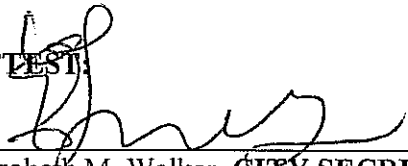
PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 5th day of July, 2011.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 19th day of July, 2011.

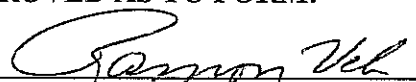
CITY OF WESLACO


Miguel D. Wise
MAYOR

ATTEST:


Elizabeth M. Walker, CITY SECRETARY

APPROVED AS TO FORM:


Ramon Vela, CITY ATTORNEY

