

**COMMISSION ON STATE
EMERGENCY COMMUNICATIONS**



Next Generation 9-1-1 Fund

**CSEC - TEXAS 9-1-1 ENTITY
SUBRECIPIENT SUBAWARD GRANT
CONTRACT**

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SECTION 1: INTRODUCTION

THIS CSEC – TEXAS 9-1-1 ENTITY SUBRECIPIENT SUBAWARD GRANT CONTRACT,¹ including all appendices, attachments, exhibits, and any other referenced documents (collectively, the “Contract”), is made and entered by and between the Commission on State Emergency Communications (“CSEC” or “Commission”), a state agency having its principal offices at 1801 N. Congress Avenue, Suite 11.100, Austin, Texas 78701, and **City of Corpus Christi Police Department** a Texas 9-1-1 Entity² with its principal place of business at **321 John Sartain Corpus Christi, TX 78401**. If 9-1-1 Entity(ies) is represented by an authorized agent representative, the authorized representative’s name is **Chief of Police Mike Markle**, with its principal place of business at **321 John Sartain Corpus Christi, Texas 78401**.

If authorized representative represents more than one 9-1-1 Entity, each represented entity and its principal place of business is included above. By executing this Contract, the authorized representative represents that it has the requisite authority or has obtained the requisite authority to bind the 9-1-1 Entity(ies) to the terms and conditions of this Contract to the same extent as if each 9-1-1 Entity executed the Contract. The term “Subrecipient” refers to the 9-1-1 Entity(ies) and, as applicable, its authorized representative. The terms “Party” and “Parties” refers to the Commission and the Subrecipient individually and collectively unless the context clearly indicates otherwise.

This Contract does not exhaustively address all federal regulations applicable to Subrecipient and its Next Generation 9-1-1 Service Project (“NG9-1-1 Grant Project”). Subrecipient warrants that prior to completing and executing the Contract that it independently reviewed and informed itself of the requirements applicable to it as a Subrecipient including the U.S. Department of Treasury’s (“Treasury”) Coronavirus State and Local Fiscal Recovery Fund regulations (the [Final Rule](#) at [31 C.F.R. Subtitle A, Part 35, Subpart A](#)), [Overview of Final Rule](#), [Final Rule: Frequently Asked Questions](#), [Compliance and Reporting Guidance](#); and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ([2 C.F.R. Subtitle A, Chapter II, Part 200](#)) (the “Uniform Guidance”).

SECTION 2: INDUCEMENTS

In March 2021 Congress enacted the [American Rescue Plan Act of 2021](#) (“ARPA”), including Subtitle M – Coronavirus State and Local Fiscal Recovery Funds (“CSFRF” [42 U.S.C. § 802 et. seq.](#)). ARPA appropriated \$219 billion to States, territories, and Tribal governments to mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease and pandemic (“COVID–19”).

¹ 2 C.F.R. § 200.1:

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

(Emphasis added.)

² “Texas 9-1-1 Entity” means a Regional Planning Commission as defined in Health and Safety Code § 771.001(10) to the extent it provides access to “9-1-1 service” as defined in § 771.001(6), or an Emergency Communication District as defined in § 771.001(3). A “Texas 9-1-1 Entity” is synonymous with the term “9-1-1 administrative entity” as defined in Public Utility Commission of Texas rule 26.5(280).

In May 2021, the Texas Legislature passed [House Bill 2911](#) ("HB 2911") amending Health and Safety Code Chapter 771 to establish September 1, 2025, as the target date for "all parts of the state [to] be covered by next generation 9-1-1 service." HB 2911 includes new Health and Safety Code § 771.0713 creating the Next Generation 9-1-1 Fund ("NG9-1-1 Fund") and authorizing it to be funded with "Coronavirus State and Local Fiscal Recovery Funds under Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) or from any other federal governmental source for purposes of this chapter."

In October 2021, and per rulemaking authority provided in HB 2911, the Comptroller of Public Accounts adopted rule [34 Tex. Admin. Code § 5.408](#) designating the Commission as the administrator of the NG9-1-1 Fund.

At its November 16, 2021, open meeting, the Commission designated to its Executive Director the "authority to administer the Next Generation 9-1-1 service fund created by HB 2911."

In November 2021, the Texas Legislature passed [Senate Bill 8 \(3rd Special Session\)](#) ("SB 8"). SB 8 Section 30 appropriates \$150 million CSFRF funds to the NG9-1-1 Fund "for the deployment and reliable operation of next generation 9-1-1 service, including equipment and administration costs, during the two-year period beginning on the effective date of this Act from money received by this state from the Coronavirus State Fiscal Recovery Fund." Per Section 51, funding of the NG9-1-1 Fund is provided:

[I]n accordance with 42 U.S.C. Section 802(c)(1)(C), which allows money from the Coronavirus State Fiscal Recovery Fund to be used to provide government services to the extent of a reduction in the revenue of a state government caused by the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the state government that ended before that emergency.

Per Health and Safety Code § 771.0713(f), all money in the NG9-1-1 Fund must be distributed by December 31, 2022, and be spent by December 31, 2024. (For more information see *infra*. Period of Performance.) Per subsection 771.0713(g), section 771.0713 creating the NG9-1-1 Fund expires on September 1, 2025.

On April 6, 2022, following submission by the Commission of a grant application, the Office of the Governor ("OOG") awarded the Commission \$150 million in CSFRF funds per SB 8.³ By the terms of the award:

CSEC is responsible for ensuring compliance with all federal and state laws and guidance from the United States Department of the Treasury, including, but not limited to, as reflected in the Coronavirus State Fiscal Recovery Fund terms and conditions agreed to by CSEC in eGrants. In addition, to the extent any of these funds are not used, or to the extent another source of funds becomes available, please return these funds to the Office of the Governor.

On April 14, 2022, the Commission's Executive Director accepted the OOG's terms and conditions agreement "applicable to payments distributed in the form of grants to state agencies or local units of governments from the Coronavirus State Fiscal Recovery Fund."⁴ (To the extent applicable to a

³ OOG Notice of Award to the Commission (April 6, 2022).

⁴ OOG Coronavirus State Fiscal Recovery Fund Terms and Conditions Agreement.

Subrecipient, the OOG's terms and conditions of the Commission's Award are incorporated herein by reference.)

May 17, 2022, the Commission voted to allocate the NG9-1-1 Fund to 70 (out of 77) Texas 9-1-1 Entities expressing interest in applying for a Subrecipient grant award.

In the summer of 2022, Subrecipient submitted to the Commission its Grant Application (the "Application," the final accepted version of which—including as amended and approved by the Commission—is incorporated herein by reference).

NOW, THEREFORE, in consideration of the inducements, mutual promises and covenants contained herein, and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the Commission and Subrecipient agree as follows:

SECTION 3: CONTRACT DOCUMENTS, ORDER OF PRECEDENCE

3.1 Contract Documents. The documents comprising the Contract are as follows (all of which are incorporated by reference unless otherwise specified):

1. The Contract (this document including Attachments);
2. Subrecipient's Approved Grant Application as amended (collectively, the "Grant Application") consisting of:
 - a. 9-1-1 Entity Application Checklist;
 - b. Appendix A 9-1-1 Entity Certification;
 - c. Federal Forms SF-424, SF-424B, SF-424D, CD-511, and SF-LLL (if applicable);
 - d. Applicant Project Plan;
 - e. Applicant Budget Plan;
 - f. Applicant's Uniform Guidance – Procurement Standards Compliance; Worksheet(s);
3. The Commission's grant application to the Office of the Governor ("OOG");
4. OOG Award to the Commission (April 6, 2022, letter); and
5. OOG's Coronavirus State Fiscal Recovery Fund Terms and Conditions Agreement (accepted by the Commission on April 14, 2022). For purposes of the Contract, "Grantee" refers to Subrecipient; "OOG" refers to the Commission; and "Parties" refers to Subrecipient and the Commission. (Incorporated herein as Attachment 1.)

3.2 Order of Precedence. In the event of a conflict between the documents comprising the Contract, the order of precedence is: OOG documents (including Commission grant application and Terms and Conditions agreement); the Contract; and Subrecipient's Approved Grant Application (as amended).

SECTION 4: EFFECTIVE DATE, CONTRACT TERM, PERIOD OF PERFORMANCE

4.1 Effective Date and Contract Term. The Contract is effective as of the date of the last Party signature on the Contract (the "Effective Date"). The term of the Contract is from the Effective Date until the earlier of Subrecipient's completion of its Commission-approved NG9-1-1 Grant Project or the end of the Period of Performance (the "Contract Term"). Notwithstanding the preceding, the Contract expires no later than March 31, 2025, which is 90 days after the end of the Period of Performance.

- 4.2 Period of Performance. **Per SB 8 the Period of Performance begins on November 8, 2021, (effective date of SB 8) and runs through December 31, 2024 (the “Period of Performance”).** Only eligible costs incurred during the Period of Performance are eligible for reimbursement. **NOTES:** (1) Per OOG direction, the Commission’s funding of Subrecipient grant awards is on a reimbursement basis. (2) Per OOG direction, the Commission and Subrecipients must receive all goods and services by no later than December 31, 2024.
- 4.2.1 Per HB 2911, SB 8, and specifically the OOG’s Award to the Commission, “the Office of the Governor understands that this appropriation shall be distributed not later than December 31, 2022, and the money distributed shall be spent not later than December 31, 2024, for, as authorized by other law, the deployment and reliable operation of next generation 9-1-1 service, including equipment and administration costs.”
- 4.2.2 Subrecipient is precluded from incurring, or seeking reimbursement, for any costs before or after the Period of Performance; and the Commission is precluded from reimbursing Subrecipient for any costs incurred before or after the Period of Performance. To the extent procured in compliance with the Uniform Guidance as documented in Subrecipient’s Grant Application (specifically, the Uniform Guidance Procurement Compliance Worksheet(s)), Subrecipient may utilize the contract or other form of agreement resulting from a procurement conducted prior to the Period of Performance. Reimbursable costs under such a pre-Period of Performance procurement are limited to incurred costs for which 9-1-1 Entity became obligated to pay during the Period of Performance.
- 4.2.2.1 By way of example: Subrecipient conducts a Uniform Guidance compliant procurement resulting in a six-year award beginning on January 1, 2020, and expiring on December 31, 2025. Only those eligible costs for which Subrecipient became obligated to pay for during the Period of Performance are eligible for reimbursement. Pre-payment by Subrecipient is authorized and eligible for reimbursement only for goods and services actually received during the Period of Performance.
- 4.2.3 Per [2 C.F.R. § 200.1](#) the Period of Performance “means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. Identification of the period of performance in the Federal award per [§ 200.211\(b\)\(5\)](#) does not commit the awarding agency to fund the award beyond the currently approved budget period.” Period of Performance means the time during which the Subrecipient may incur new obligations to carry out the work authorized under the Contract.
- 4.2.4 Per the Final Rule, the federal Period of Performance is March 1, 2021, through December 31, 2026; with all costs incurred (*i.e.*, obligated) by no later than December 31, 2024.

SECTION 5: SUBAWARD

- 5.1 The Commission makes a Subaward of appropriated CSFRF funds in the NG9-1-1 Fund in the not to exceed amount of **\$317,845.60**. The Subaward amount equals the total of all eligible costs (including to the extent applicable Subrecipient’s internal direct and indirect costs) as provided in Subrecipient’s Budget Plan.
- 5.2 As of the Contract Effective Date, and per the requirements for pass-through entities applicable to the Commission ([2 C.F.R. § 200.332](#)), Subrecipient’s required information is as follows. (For

information not available, the Commission and Subrecipient have provided the best information available.)

- 5.2.1 Subrecipient name (which must match the name associated with its unique entity identifier): **City of Corpus Christi**
 - 5.2.2 Subrecipient's unique entity identifier: **XETBTPKCL895**.
 - 5.2.3 Federal Award Identification Number (FAIN): **020-1892.**
 - 5.2.4 Federal Award Date of award to Texas by the U.S. Department of Treasury (see the definition of Federal award date in [2 C.F.R. § 200.1](#)): **March 11, 2021.**
 - 5.2.5 Subaward Period of Performance Start and End Date: **November 8, 2021, – December 31, 2024.**
 - 5.2.6 Subaward Budget Period Start and End Date: **October 1, 2022 to December 31, 2024** (Must be within the Period of Performance.)
 - 5.2.7 Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: **Same as the amount listed in section 5.1.**
 - 5.2.8 Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: **Same as the amount listed in section 5.1** (As applicable, include grant funding received from the Commission under the federal 911 grant program).
 - 5.2.9 Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): **CS-Coronavirus State Fiscal Recovery Fund.**
 - 5.2.10 Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: **U.S. Dept. of Treasury; Commission on State Emergency Communications, Kelli Merriweather kellim@csec.texas.gov.**
 - 5.2.11 Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement: **Information Not Available.**
 - 5.2.12 Identification of whether the award is for R&D: **No.**
 - 5.2.13 Indirect cost rate for the Subaward (including if the de minimis rate is charged) per 2 C.F.R. § 200.414): **N/A.**
- 5.3 If Subrecipient information in §§ 5.1 – 5.2 changes, to the extent required, Subrecipient will submit a Grant Application amendment (Section 6) to the Commission for consideration and approval. Otherwise, Subrecipient will within ten (10) business days update and notify the Commission of the changes in writing and specifically reference Section 5: Subaward. Once approved or confirmed by the Commission, any changes by Subrecipient to the information in Section 5 is incorporated herein by reference and without re-executing the Contract.

SECTION 6: GRANT APPLICATION

- 6.1 Subrecipient's approved Grant Application contains the specifics of Subrecipient's NG9-1-1 Grant Project including Project Plan broken out by subprojects, allocation of Subrecipient's grant award across the eligible cost categories by subproject—the Budget Plan; and Subrecipient's Federal Uniform Guidance Procurement Standards Compliance Worksheets—the Compliance

Worksheet(s) for each subproject involving an existing contract or future procurement funded in whole or in part with CSFRF funds.

- 6.2 Subrecipient's NG9-1-1 Grant Project has integrated telecommunications services involved in the implementation and delivery of Next Generation 9-1-1 Service. "Integrated telecommunications services" means "one or more elements of the provision of multiple 911 systems' or PSAPs' infrastructure, equipment, or utilities, such as voice, data, image, graphics, and video network, customer premises equipment (such as consoles, hardware, or software), or other utilities, which make common use of all or part of the same transmission facilities, switches, signaling, or control devices (e.g., database, cybersecurity)."
- 6.3 Subrecipient's hardware, software, and services included in its NG9-1-1 Grant Project substantially comply with current NG911 standards. Subrecipient's purchase of hardware, software, and/or services comply with current NG911 standards listed in the Department of Homeland Security's SAFECOM guidance.⁵ Each individual product, however, need not meet every listed standard. Individual products only need to meet the relevant standard(s) within the list of standards in the Department of Homeland Security's SAFECOM Guidance.
- 6.4 Subrecipient is obligated to keep its Grant Application current. Proposed changes to Subrecipient's grant application, specifically its Project Plan, Budget Plan, and Compliance Worksheet(s), must be submitted to the Commission as a Grant Application Amendment and voted upon by the Commission at an open meeting. Subrecipient is precluded from taking any action to implement the changes proposed in a Grant Application Amendment until approved by the Commission.
- 6.5 Subrecipient's failure to submit a Grant Application Amendment or implementing non-approved changes to its Grant Application constitute material changes to the Contract and may result in termination of the Contract or other action by the Commission including requiring a Subrecipient Corrective Action Plan. A material change by Subrecipient relieves the Commission of any obligation to perform with respect to the material change but does not void the Contract.
- 6.6 The Commission meets in open meeting every other month starting in September. Information about upcoming Commission meetings can be found on the Commission's website at: [CSEC Home](#).

SECTION 7: PROCUREMENTS

Subrecipient's Uniform Guidance – Procurement Standards Compliance Worksheet(s), included in Subrecipient's Grant Application, describe in detail the procurements associated with Subrecipient's NG9-1-1 Grant Project on a subproject-by-subproject basis. Subrecipient must submit a Grant Application amendment (Section 6) to obtain Commission approval of any changes to Subrecipient's Grant Application, including to its Compliance Worksheet(s).

- 7.1 Per the White House Office of Management and Budget's [Compliance Supplement \(2 CFR Part 200, Appendix XI - Apr. 2022\)](#) (the "Compliance Supplement" as revised):

Procurement Recipients may use award funds to enter into contracts to procure goods and services necessary to implement one or more of the eligible purposes outlined in sections 602(c) and 603(c) of the Act and Treasury's Interim Final Rule and Final Rule. As such, recipients are

⁵ 47 U.S.C. 942(a)(1). See also Department of Homeland Security's Cybersecurity & Infrastructure Security Agency, *SAFECOM Guidance on Emergency Communications Grants*, at Appendix B – Technology and Equipment Standards, 911 Systems (Fiscal Year 2021, as amended), available at https://www.cisa.gov/sites/default/files/publications/FY%202021%20SAFECOM%20Guidance_Final_508.pdf.

expected to have procurement policies and procedures in place that comply with the procurement standards outlined in the Uniform Guidance. Specifically, a state must follow the same policies and procedures it uses for procurements from its non-federal funds and comply with 2 CFR sections 200.321, 200.322, and 200.323. States must also ensure that every contract includes the applicable contract clauses required by 2 CFR section 200.327. All other entities under the program, including subrecipients of a state, must follow the procurement standards in 2 CFR sections 200.318 through 200.327, including ensuring that the procurement method used for the contracts are appropriate based on the dollar amount and conditions specified in 2 CFR section 200.320.⁶

- 7.2 General Procurement Standards. Federal general procurement standards require, in part, that all procurement transactions must be conducted in a manner providing full and open competition. The preceding requirement is not applicable to procurements that are eligible to be done under federal “simplified acquisition procedures,” which refers to acquisitions of Subrecipient must have and use its own documented procurement procedures which reflect applicable state and/or local laws and regulations. Federal procurement standards require, however, that Subrecipient’s procurement procedures must conform to applicable federal law, including [2 C.F.R. Part 200](#), specifically including 2 C.F.R. §§ 200.318 – 200.327.⁷
- 7.3 Pre-Contract Effective Date Costs. To be considered an eligible cost incurred prior to the Contract Effective Date, the cost must be for an authorized Period of Performance pre-award cost defined in [2 C.F.R. § 200.458](#) to the extent such costs would have been allowable if incurred after the Contract Effective Date. Notwithstanding the preceding, only costs for which the obligation to pay (*i.e.*, receipt of the goods or services) arises during the Period of Performance are eligible for reimbursement.
- 7.4 Competitive Procurements. Per Federal regulations, Subrecipient is a “local government” and a “non-Federal entity.” Accordingly, and per 2 C.F.R. § 200.318, Subrecipient “**must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and**

⁶ *Compliance Supplement* at pg. 4-21.027-6 (emphasis added).

⁷ Procurement Standards (§§ 200.318 - 200.327):

§ 200.318	General procurement standards. • Note: Notwithstanding local procurement requirements, Subrecipient procurements must “conform to applicable Federal law and the standards identified in this part.”
§ 200.319	Competition.
§ 200.320	Methods of procurement to be followed.
§ 200.321	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
§ 200.322	Domestic preferences for procurements.
§ 200.323	Procurement of recovered materials.
§ 200.324	Contract cost and price.
§ 200.325	Federal awarding agency or pass-through entity review.
§ 200.326	Bonding requirements.
§ 200.327	Contract provisions. See Appendix II to Part 200.

regulations, provided that the procurements conform to applicable Federal law and the standards identified in [200.318 – 200.327].” (Emphasis added.) Federal regulation [2 C.F.R. § 200.317](#) provides in relevant part: “All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in [§§ 200.318](#) through [200.327](#).”

- 7.5 Subrecipient’s compliance with federal Procurement Standards is documented in Subrecipient’s Grant Application.
- 7.6 Micro Purchase Procedures. Per [2 C.F.R. § 200.320\(a\)\(1\)](#), the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold of \$10,000 may be awarded without soliciting competitive price or rate quotations if the Subrecipient considers the price to be reasonable based on research, experience, purchase history or other information and documents its files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved in advance by the Commission. To the maximum extent practicable, Subrecipient should distribute micro-purchases equitably among qualified suppliers.
- 7.7 Small Purchase Procedures. The federal regulations allow the use of “small purchase procedures” for purchases that do not cost more than the “Simplified Acquisition Threshold,” currently \$250,000. Per regulation [2 C.F.R. § 200.320\(b\)](#):

Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, [supplies](#), or other [property](#) that do not cost more than the [Simplified Acquisition Threshold](#). **If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.**

- 7.8 Single/Sole Source Procurements. In the event Subrecipient’s Compliance Worksheet(s) includes single/sole source purchase(s), or after soliciting a number of sources determines competition is inadequate, Special Documentation Requirements are applicable. (For purposes of the Contract, “single source”, also referred to as sole source, means a contract for or a purchase of goods or services that is entered into or made by Subrecipient after soliciting and negotiating with only one source.) **(NOTE:** A preference for a particular “brand,” including when the brand [or current vendor provided services] is what the Subrecipient currently utilizes, does not constitute justification for single/sole source procurement.
- 7.8.1 Single/Sole Source Procurement Special Documentation Requirements. To the extent Subrecipient’s approved Grant Application includes single/sole source procurement(s), Subrecipient must comply with [48 C.F.R. § 13.501](#) Special documentation requirements.
- 7.9 Cooperative Purchase Programs/Procurements. Compliance with federal procurement standards remains Subrecipient’s responsibility including when procuring through a cooperative purchase program. A cooperative purchase/procurement refers to a procurement in which an entity other than the Subrecipient conducted the competitive procurement that resulted in the awarded vendor’s, or vendors’, products and/or services being included in the procuring entity’s catalogue or equivalent thereof. For more information on utilizing a cooperative purchase program, see Subrecipient’s Grant Application, including Uniform Guidance – Procurement Standards Compliance Worksheet(s).

SECTION 8: GENERAL TERMS AND CONDITIONS

- 8.1 The Commission is the applicant for the CSFRF funded NG9-1-1 Fund via the OOG's eGrants portal. Except as otherwise expressly provided, for all purposes of this Contract and the NG9-1-1 Fund, the Commission has delegated its authority to its Executive Director.
- 8.2 It is the specific intent of this Contract to extend to Subrecipient the rights, benefits, and obligations of state, local, and federal requirements related to the CSFRF, including those of the OOG in Coronavirus State Fiscal Recovery Fund Terms and Conditions incorporated herein and made applicable to Subrecipient for all purposes (Attachment 1).
- 8.3 Per the Final Rule, the requirements of [2 C.F.R. Subtitle A, Chapter II, Part 200](#), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including Post Federal Award Requirements ([2 C.F.R. Subpart D](#))⁸ and applicable Cost Principles ([2 C.F.R. Subpart E](#)) govern the implementation and management of Subrecipient's Subaward.
- 8.4 The Commission and Subrecipient are each a "non-Federal entity," defined in [2 C.F.R. § 200.1](#) as a State, local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.
- 8.5 For purposes of this Contract, the Commission is a "pass-through" entity as defined in [2 C.F.R. § 200.1](#).
- 8.6 Subrecipient is a "local government" as defined in [2 C.F.R. § 200.1](#).
- 8.7 Subrecipient is a "subrecipient" as defined in [2 C.F.R. § 200.1](#) and as determined and classified by the Commission per [2 C.F.R. § 200.331](#). Subrecipient is not a "contractor" as determined and classified by the Commission per 2 C.F.R. § 200.331.
- 8.8 By this Contract, the Commission makes a "Subaward" as defined in [2 C.F.R. § 200.1](#) to Subrecipient. This Contract constitutes the Subaward legal agreement referenced in the preceding federal regulation.
- 8.9 In addition to any specific contract management and oversight duties and responsibilities specified in this Contract, the Commission shall have the right to exercise grant administration over Subrecipient's NG9-1-1 Grant Project. The Commission may delegate all or part of its contract management and grant administration responsibilities to a third party and/or Commission contract staff.
- 8.10 For all procured "equipment," as defined in [2 C.F.R. § 200.33](#), Subrecipient will take title to, use, manage, and dispose thereof in accordance with [2 C.F.R. § 200.313](#), including sufficient equipment management procedures and property records in compliance with 2 C.F.R. § 200.313(d).
- 8.11 Dispute Resolution. The Parties' representatives will meet as needed to implement the terms of this Contract and will make a good faith attempt to informally resolve any disputes. Notwithstanding any other provision of this Contract to the contrary, unless otherwise requested or approved in writing by the Commission, the Subrecipient grantee shall continue performance and is not excused from performance during the period any breach of Contract claim or contract dispute is pending. The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by the Commission and Subrecipient to attempt to resolve any claim for breach of contract made by the Subrecipient that cannot be resolved in the ordinary course of business. The

⁸ Procurement standards applicable to Subrecipient are in [2 C.F.R. §§ 200.318 – 200.327](#).

dispute resolution process is not applicable to Grant Application Amendments or Reimbursement Disputes.

- 8.12 Waiver of Authority. It is the general intent of the Commission not to waive any of the provisions in this Contract. Under extraordinary circumstances, however, the Commission's Executive Director may at her sole discretion and upon her own initiative or when requested by Subrecipient, may waive a provision in this Contract that is discretionary and not mandated by ARPA, other applicable law including the Uniform Guidance, or applicable ARPA regulations including the Final Rule. Any request by Subrecipient for a waiver must set forth the extraordinary circumstances for the request.
- 8.13 The Commission is not liable to Subrecipient or any third-party for any costs incurred by Subrecipient. The Commission's sole financial responsibility is to fund, on a reimbursement basis only, Subrecipient's Subaward to the extent of its eligible uses/costs incurred during and for goods and services received during the Period of Performance.
- 8.14 The Texas Grant Management Standards ("[TxGMS](#)") applies to the Contract and is incorporated herein by reference.

SECTION 9: ELIGIBLE USES AND ELIGIBLE COSTS

- 9.1 Eligible Uses. Per ARPA, the Final Rule, and the OOG's terms and conditions of the Commission's Award, the Subaward may only be used to reimburse Subrecipient for the providing of government services to the extent of the reduction in revenue experienced by the State of Texas due to the pandemic. Per the Final Rule, government services includes "the provision of police, fire, and other public safety services." For purposes of the Subaward and Contract, government services public safety refers specifically to, and is limited to, the deployment and reliable operation of Next Generation 9-1-1 Service, including equipment and administration costs.
- 9.2 Eligible Costs. The following categories of NG9-1-1 Fund eligible costs are from the Federal Communications Commission's (FCC) Task Force on Optimal Public Safety Answering Point (TFOPA) Working Group 2 Supplemental Report:
 - 9.2.1 Network (NG9-1-1 ESInet): Internet Protocol-based, digital networking is the backbone required to support NG9-1-1 service. Also known as an NG9-1-1 Emergency Services Internet Protocol Network. NG9-1-1 ESInet connects next generation core services (NGCS, see below) to the more than 500 public safety answering points (PSAPs) in Texas's 254 counties.
 - 9.2.2 9-1-1 Call Routing & Location: May be provisioned within or separately from NGCS (see below); varies by NG9-1-1 solution provider. Includes Software, GIS databases, IP switches, and services required to route 9-1-1 calls to the correct PSAP for assistance and dispatch of emergency response.
 - 9.2.3 Geographic Information System (GIS): Mapping data is required to validate a caller's location and route the call to the correct PSAP. Displays location of caller on dispatch map; provides X, Y and Z location coordinates to guide emergency response.
 - 9.2.4 Next Generation 9-1-1 Core Services (NGCS): The base set of services needed to receive and process a 9-1-1 call on an ESInet. Receives call from originating service provider; processes data received with call and data provisioned into the system (GIS/call routing); determines and routes call to correct PSAP with embedded location information that can be displayed on a map at the PSAP for dispatch of emergency response.

- 9.2.5 PSAP 9-1-1 Call Handling Systems and Applications: Call handling equipment hardware and/or software that simultaneously receives voice calls and related location data from NGCS at the PSAP and displays the caller's location and other data on a map along with other contextual data that informs dispatch such as the available first responder agencies for each particular location, i.e., Fire, Law, EMS. Mission critical hardware and software requires planned maintenance and upgrades, and reconfiguration for text to 9-1-1. May also include computer aided dispatch equipment and site electrical work.
 - 9.2.6 Security: NG9-1-1 is a connected IP-based system. Dedicated resources are required to implement, maintain and monitor the security of the NG9-1-1 system to protect critical infrastructure and sensitive data. Costs include administration and governance of security policies; services to maintain and monitor NG9-1-1 systems; and services to conduct cybersecurity assessments and remediate/mitigate risks on a planned and continual basis.
 - 9.2.7 Operations: 9-1-1 Entities require staffing to support IT and IP-based systems and may include engineering and specially trained subject matter experts; and administration and/or grant management expertise for financial oversight and reporting.
 - 9.2.8 Operational Planning: Local, regional, and statewide planning required to design and implement the new NG9-1-1 services across the state by 2025; and to ensure that the systems are interconnected, interoperable, and can support alternate call routing, answering, and dispatch in cases of natural or manmade disasters.
 - 9.2.9 Other: E.g., emergency call tracking system (ECaTS); travel.
- 9.3 Administrative Costs. To the extent applicable to Subrecipient and reflected in its Grant Application (Section 5), Eligible Uses in the preceding section includes Subrecipient internal direct costs and indirect costs. For additional information see Direct and Indirect (F&A) Costs [2 C.F.R. §§ 200.412 - 200.415](#) or contact the Commission's Federal Grant Manager.
- 9.3.1 Standards for Documentation of Personnel Expenses. To the extent Administrative Costs are included, Subrecipient's costs for salaries and wages must align with [2 C.F.R. § 200.430\(i\)](#) and be based on records that must (1) accurately reflect the work performed for which reimbursement is requested; and (2) be supported by a system of internal controls which provide reasonable assurance that charges for Subrecipient's personnel expenses are accurate, allowable, and properly allocated.
 - 9.3.2 Indirect Costs. Reimbursable per Subrecipient's negotiated indirect cost rate agreement or de minimis ten percent (10%) authorized by ARPA and the Final Rule.
 - 9.3.3 Internal Direct Costs. Reimbursable to the extent supported by adequate documentation of internal personnel (including contract staff/personnel) time and effort ("T&E"). (See Section 14.)
- 9.4 Pre-Subaward Costs. Subrecipient warrants and represents that for any existing contract or procurement begun prior to the Contract Effective Date and/or the start of the Period of Performance that the procurement was conducted in accordance with the Contract and the Grant Application (Section 5), including federal regulations. **IMPORTANT NOTE**: Reimbursable costs are limited to those costs for goods and services received during the Period of Performance and included in Subrecipient's Grant Application.
- 9.5 Consistent Treatment. All Subrecipient costs incurred for the same purpose must be treated consistently by Subrecipient in like circumstances.

SECTION 10: INELIGIBLE COSTS

Ineligible costs include those costs that are unallowable under federal cost principles in [2 C.F.R. Part 200, Subpart E](#) and costs not identified in Subrecipient's Grant Application.

SECTION 11: COST PRINCIPLES

- 11.1 Subrecipient is responsible for the efficient and effective administration of the Subaward through the application of sound management practices. Subrecipient assumes responsibility for administering the Subaward in a manner consistent with this Contract, including applicable federal laws and regulations. Subrecipient will only be reimbursed for costs for eligible uses consistent with the federal cost principles in [2 C.F.R. Part 200, Subpart E](#). For selected items of cost see 2 C.F.R. §§ 200.420 – 200.476.
- 11.2 In recognition of its unique combination of staff, facilities, and experience, Subrecipient has the primary responsibility for employing whatever form of sound organization and management techniques may be necessary in order to assure proper and efficient administration of the Subaward. The application of federal cost principles should require no significant changes in the internal accounting policies and practices of Subrecipient. Subrecipient's accounting practices, however, must be consistent with federal cost principles and support the accumulation of costs as required by the principles, and must provide for adequate documentation to support costs charged to the Subaward.
- 11.3 Unallowable Costs. Per [2 C.F.R. § 200.410](#), reimbursements to Subrecipient for costs determined to be unallowable by the federal awarding agency (*i.e.*, Treasury), the OOG, auditors, or the Commission's Executive Director must be refunded (including interest) to the Commission in accordance with [instructions](#) from the entity that determined the costs are unallowable. See also [§§ 200.300](#) through [200.309](#).
- 11.4 Program Income. Subrecipient's Subaward should not generate "program income" as defined [2 C.F.R. § 200.80](#) because funding of the Subaward is on a reimbursement basis. Notwithstanding, in the event Subrecipient generates program income, per [2 C.F.R. § 200.307\(e\)](#), such income must be deducted from total eligible costs for eligible uses to determine the net allowable costs. With the prior approval of the Commission, program income may be deemed "addition" income and added to the amount of Subrecipient's Subaward. Notwithstanding anything in this subsection, Subrecipient's Subaward will be funded entirely on a reimbursement basis. Subrecipient may not earn or keep any gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of its Subaward, *i.e.*, program income, without the prior approval of the Commission.

SECTION 12: COST SHARING/MATCH

The CSFRF, including Final Rule, does not require cost sharing, also known as matching. In accordance with [2 C.F.R. § 200.1](#), cost sharing/match means the portion of project costs not paid (reimbursed) by Federal Funds or contributions.

SECTION 13: FUNDING OF SUBAWARD AND FINANCIAL MANAGEMENT

- 13.1 Funding of Subaward. The Commission's funding of Subrecipient's Subaward will be done no more than once a month during the Contract Term. The Commission's funding of the Subaward will be provided on a reimbursement only basis and is contingent upon: (1) Subrecipient's

continuous compliance (Section 18); (2) Subrecipient providing sufficient documentation detailing its incurred costs and that such costs were Eligible Costs; and (3) Subrecipient has paid the total cost of the goods and services for which it is seeking reimbursement. (See Section 14: Request for Reimbursement for details.)

- 13.2 Financial Management. Subrecipient will manage its Subaward in accordance with the requirements in [2 C.F.R. § 200.302](#) Financial Management.

SECTION 14: REQUEST FOR REIMBURSEMENT

- 14.1 Request for Reimbursement. To request reimbursement, Subrecipient must complete the Commission's Request for Reimbursement (Attachment 2), attach the appropriated supporting documentation, and be sent to the Commission's Federal Grant Manager. The Commission may change the request for reimbursement format as deemed appropriate, and Subrecipient will implement such changes as soon as reasonably practicable. Without limiting the foregoing, Subrecipient agrees to provide the Commission with additional supporting documentation and other information as requested by the Commission Federal Grant Manager to verify the accuracy of the request and compliance with the Contract.

- 14.2 Administrative Costs.

14.2.1 Indirect Costs. Reimbursable per Subrecipient's negotiated indirect cost rate agreement or de minimis ten percent (10%) authorized by ARPA and the Final Rule.

14.2.2 Internal Direct Costs. Reimbursable to the extent supported by adequate documentation of internal personnel (including contract staff/personnel) time and effort ("T&E"). (See Section 14.)

- For internal personnel who did not document T&E from the start of the Period of Performance on November 8, 2021, through the Contract Effective Date, Subrecipient can complete an attestation (Attachment 3) for hours worked if percentage of time dedicated to Subrecipient NG9-1-1 Grant Project is less than 100%. For personnel dedicated 100% to NG9-1-1 Grant Project, see requirements below.
- For internal personnel following the Contract Effective Date, a T&E worksheet for each such personnel must be completed and included in any request for reimbursement for personnel whose time spent on Subrecipient's NG9-1-1 Grant Project is less than 100% during the Period of Performance.
- For internal personnel whose T&E is 100% dedicated to Subrecipient's NG9-1-1 Grant Project during the Period of Performance, each such personnel's job description and duties must reflect 100% commitment to NG9-1-1 Grant Project; and an attestation (Attachment 3) must be provided by Subrecipient for such personnel at the beginning of the Contract Effective Date and thereafter every six-months, or as requested by the Commission's Federal Grant Manager.
- T&E worksheet and other documentation must include unique entity identifier, date covered by the worksheet, vendor name (for contract staff), amount, purpose.

- 14.3 Reimbursements to Subrecipient. Upon review and acceptance of Subrecipient's Request for Reimbursement, the Commission will reimburse Subrecipient the requested amount. Notwithstanding the preceding sentence, total reimbursement by the Commission is limited to

the not-to-exceed amount of the Subaward, on a Subproject-by-Subproject basis, and is contingent upon at a minimum Subrecipient sufficiently demonstrating that: 1. the charges for which it seeks reimbursement have been previously paid by the Subrecipient; 2. the charges are for eligible uses/costs.

- 14.4 Limitation on Reimbursement (Funding of Subaward). Notwithstanding anything to the contrary in the Contract or federal regulations including, but not limited to, [2 C.F.R. Subpart E - Cost Principles](#)—specifically, General Provisions for Selected Items of Cost (§§ 200.420 - 200.476), Subrecipient reimbursement is limited to reimbursing Subrecipient the actual eligible costs of the goods and services of each Subproject comprising the Subrecipient’s NG9-1-1 Grant Project. Reimbursement is contingent upon Subrecipient sufficiently documenting that it has paid the eligible costs for which it seeks reimbursement.
- 14.5 Refunds and Deductions. If the Commission or OOG determine that Subrecipient has been overpaid any grant funds under the Contract, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Subrecipient must return to the Commission the amount identified as an overpayment. Subrecipient must refund any overpayment to the Commission within thirty (30) calendar days of the receipt of the notice of the overpayment from the Commission unless an alternate payment plan is specified by the Commission.
- 14.6 Return of Subaward. In the event the Commission or the OOG determine that a reimbursement was made to Subrecipient in violation of the Contract (*e.g.*, all or a portion of a reimbursement was made for costs deemed for ineligible uses), Subrecipient will return to the Commission that portion of the Subaward deemed in violation of the Contract.
- 14.7 Recapture of Funds. Notwithstanding the OOG’s discretionary right to terminate for convenience its Grant Agreement with the Commission, the Commission and OOG each have the right to terminate the Grant Agreement and to recapture, and be reimbursed for any payments made by the Commission: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Contract, including any unapproved expenditures.
- 14.8 Right to Withhold, Offset, Adjust. With respect to any amounts by which the Commission has overpaid or should not have paid the Subrecipient (*e.g.*, reimbursed Subrecipient for what was subsequently determined to be non-eligible costs), including as a result of an audit, the Commission may withhold, offset, and/or adjust future reimbursements by the amount of the overpayment. Additionally, to the extent necessary, the Commission may withhold, offset, and/or adjust Subrecipient’s wireless/prepaid wireless service fee monthly distribution amounts by the amount of the overpayment. No failure by the Commission to identify non-eligible costs prior to reimbursement of the requested amount shall limit or waive any of the Commission’s rights or remedies with respect to such reimbursement, including the right to withhold, offset, or adjust future reimbursements.
- 14.9 **Reduction in Grant Award for Failure to Request Reimbursement.** A primary purpose of the Commission is to ensure all appropriated CSFRF funds are timely expended within the Period of Performance. Subrecipient has an affirmative obligation to timely notify the Commission and submit a Grant Application Amendment (Section 6) of any changes impacting Subrecipient’s ability to timely expend its Subaward during the Period of Performance, including for example vendor delay in delivering goods or providing services.
- 14.9.1 **90-Day No Reimbursement Requests.** In the event Subrecipient has not submitted a Request for Reimbursement for any 90-day period following its first Request for Reimbursement, or timely met reporting obligations, the Commission will contact the Subrecipient. Consistent with the OOG’s terms and conditions applicable to the

Commission's Award, if sufficient progress is not made by Subrecipient towards timely completing its NG9-1-1 Grant Project, including Subprojects, and meeting reporting obligations, the Commission may take unilateral actions as necessary including consideration at a Commission open meeting of a Subrecipient Grant Application Amendment submitted by the Commission's Executive Director and up to Subaward termination.

14.10 Reimbursement Disputes. In the event the Subrecipient disputes a reimbursement, including denial in part or in total of a Request for Reimbursement, Subrecipient must submit a written request for redetermination to the Commission's Federal Grant Manager. The Commission's Executive Director will decide all reimbursement disputes, including requests for reimbursement denied in part or in total as being for non-eligible costs. The Executive Director's decision is appealable to the Commission for consideration at an open meeting.

14.11 Indemnification.

TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE COMMISSION, AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENTS OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PROCUREMENTS AND PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES, INCLUDING THE COMMISSION, ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE COMMISSION AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

14.12 Waiver of Rights. Subrecipient agrees that no provision of the Contract is in any way intended to constitute a waiver by the Commission or the OOG as agencies of the State of Texas, its officers, regents, employees, agents, or contractors or the State of Texas of any privileges, rights, defenses, remedies, or immunities from suit and liability that the Commission, the OOG, or the State of Texas may have by operation of law.

14.13 Limitation of Commission Liability to Subrecipient. The Commission's sole liability to Subrecipient under the Contract is limited to reimbursing Subrecipient up to the not-to-exceed amount of the Subaward in accordance with this Contract.

SECTION 15: REPORTING AND ANNUAL CERTIFICATION

15.1 Quarterly Financial and Completion Progress Reports. Per [2 C.F.R. § 200.328](#), Subrecipient will submit a quarterly financial and completion progress report to the Commission within 30 days following the end of each calendar year quarter starting with calendar year 2023.* (See Attachment 4.) *Notwithstanding the preceding, Subrecipient must submit a quarterly financial and completion progress report within 30 days of completion of each Subproject.

15.2 Annual Performance Reports. Per [2 C.F.R. § 200.328](#), Subrecipient will submit an Annual Performance Report to the Commission within 15 days from March 31st of each calendar year that federal grant funds are available. (See Attachment 5.)

15.3 Closeout Reporting. See Section 19. Closeout.

SECTION 16: RISK ASSESSMENT, MONITORING, NOTIFICATION OF PROBLEMS, AND CORRECTIVE ACTION PLAN

- 16.1 Risk Assessment (Attachment 6). The Commission, through its Executive Director and staff, evaluated Subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the Contract to determine the appropriate level of monitoring of Subrecipient. Consideration was given to various factors including the following:
- (1) Subrecipient's prior experience with the same or similar Subawards;
 - (2) The results of previous audits including whether or not the Subrecipient receives a Single Audit in accordance with [2 C.F.R. Subpart F - Audit Requirements](#), and the extent to which the same or similar Subaward has been audited;
 - (3) Whether the Subrecipient has new personnel or new or substantially changed systems; and
 - (4) The extent and results of Federal awarding agency monitoring (*e.g.*, if the Subrecipient also receives Federal awards directly from a Federal awarding agency).
- 16.2 Monitoring. It is the responsibility and obligation of the Commission to monitor Subrecipient's activities as necessary to ensure that the NG9-1-1 Grant Project and corresponding Subaward of federal grant funds are used for eligible uses and authorized purposes in compliance with Federal statutes, regulations, and the Contract; and that Subrecipient's NG9-1-1 Grant Project and Subproject timelines are achieved. Monitoring includes the following:
- 16.2.1 Reviewing financial and performance reports required by the Contract.
 - 16.2.2 Following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Subaward detected through Subrecipient's Notification of Problems, reporting, audits, on-site reviews, and other means.
 - 16.2.3 Issuing a [management decision](#) or [audit finding](#) pertaining to the Subaward as required by [2 C.F.R. § 200.521](#).
- 16.3 Monitoring Tools. Depending upon the Commission's assessment of, or change in, risk posed by the Subrecipient, the Commission may utilize the following monitoring tools to ensure proper accountability and compliance with the Contract, the NG9-1-1 Grant Project, and achievement of performance goals:
- 16.3.1 Require and/or provide Subrecipient with training and technical assistance;
 - 16.3.2 Perform on-site reviews; and
 - 16.3.3 Arrange for agreed-upon-procedures engagements as described in [2 C.F.R. § 200.425](#).
- 16.4 Notification of Problems. Subrecipient shall provide to the Commission written notice of any acts or omissions (whether by the Subrecipient or a Subrecipient contractor vendor or other service provider, or any third party), any failure to perform any of each such party's obligations that may affect or delay Subrecipient's timely performance of Subrecipient's obligations under the Contract. Subrecipient shall provide such written notice within ten (10) business days after Subrecipient first knew or should have known of such acts, omissions, or failures or other events. Such written notice shall describe in reasonable detail such acts, omissions, failures or other events and the manner in which the foregoing may affect Subrecipient's performance.

Subrecipient's notification of problems may result in the Commission requesting a corrective action plan from Subrecipient.

16.5 Corrective Action Plan. In the event the Commission's Executive Director determines, at her sole discretion or as a result of receiving a Notification of Problems, that the NG9-1-1 Grant Project will not meet project objectives, including timely completion thereof, the Executive Director may require Subrecipient to develop a Corrective Action Plan. The Commission will provide written notice to Subrecipient of such a determination and identify the deficiencies or lack of alignment with the Contract that require formal documentation. Upon receipt of the Commission's notice, the Subrecipient will develop and provide a written corrective action plan detailing the actions it will take to address the deficiencies or lack of alignment identified in the Commission's notice. A corrective action plan is incorporated into the Contract without further action by the Parties. The Commission will utilize the Subrecipient's corrective action plan to track and verify that the deficiencies or lack of alignment with the Contract are addressed by Subrecipient and provide periodic updates on the status of corrective action plan until such has been fully implemented and the issues addressed.

16.5.1 Audit – Corrective Action Plan. Subrecipient understands and agrees that Subrecipient must make every effort to address and resolve all outstanding issues, findings, or actions identified by an audit through a corrective action plan. Failure to promptly and adequately address audit findings may result in grant funds being withheld, other related requirements being imposed, or other sanctions and penalties. Subrecipient agrees to complete any corrective action approved by the Commission's Executive Director in the Subrecipient's corrective action plan within the time period specified by the Executive Director and to the satisfaction of the Commission, at the sole cost of the Subrecipient.

16.5.2 Status Reports – Corrective Action Plan. Subrecipient must provide to the Commission Grant Manager periodic status reports regarding the Subrecipient corrective action plan, or other compliance activity for which the Subrecipient is responsible.

SECTION 17: RECORD RETENTION AND ACCESS

Subrecipient agrees to retain records pertinent to its Subaward and provide the Commission, the Agencies, and/or their auditors with access to such records in accordance with [2 C.F.R. §§ 200.334 - 200.338](#). Specifically included, but without limitation, is Subrecipient's obligation to retain and provide access to all records pertaining to any procurement, financial, and audit records.

SECTION 18: SUBRECIPIENT COMPLIANCE

18.1 Subrecipient agrees that a continuous condition for being and remaining eligible as a grant subrecipient and being reimbursed for eligible costs is Subrecipient's continuous compliance with the terms of this Contract, ARPA, Treasury regulations ([31 C.F.R. Subtitle A, Part 35, Subpart A](#), the [Final Rule](#)), and the Uniform Guidance ([2 C.F.R. Subtitle A, Chapter II, Part 200](#)).

18.2 In the event the Commission, acting through and as determined by its Executive Director, determines that Subrecipient is not in compliance with the preceding paragraph, or the OIG or cognizant federal agency (*e.g.*, Treasury) determine that Texas and/or the Commission are not in compliance and such non-compliance is determined by the Commission's Executive Director to be the result of Subrecipient's non-compliance with the preceding paragraph, the Commission's Executive Director may, in accordance with [2 C.F.R. § 200.339](#) (Remedies for Non-Compliance) and [2 C.F.R. § 200.208](#) (Specific Conditions) determine and impose additional conditions and/or specific conditions respectively or, in the event the Commission's Executive Director determines

in writing that non-compliance cannot be remedied by imposing additional or specific conditions, take one or more of the actions authorized in 2 C.F.R. § 200.339.

- 18.3 Per [2 C.F.R. § 200.300](#), Subrecipient, as a non-Federal entity, is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at [2 CFR parts 25](#) and [170](#). See also statutory requirements for whistleblower protections at [10 U.S.C. 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. 2324](#), [41 U.S.C. 4304](#) and [4310](#).
- 18.4 By this Contract, Subrecipient assumes responsibility and accountability for conducting NG9-1-1 Grant Project activities, including Subprojects, and is held responsible for meeting federal, state, and local requirements and standards in the areas of allocating, obligating, and expending grant funds; monitoring public safety answering point (PSAP), contractor, and subcontractor activity; financial management, internal controls, audit, and timely and accurate reporting; and complying with procurement and property management requirements.

SECTION 19: CLOSEOUT

- 19.1 Closeout. In accordance with [2 C.F.R. § 200.344](#), as modified herein, the Commission will close out Subrecipient's Subaward when it determines that all applicable administrative actions and all required work of the Subaward have been completed by Subrecipient.
- 19.2 Expiration of the right to incur costs. Subrecipient's right to incur costs or pay for costs for which it intends to seek reimbursement expires at the end of the Period of Performance. Subrecipient may not incur costs subject to CSFRF reimbursement if the obligation to pay the costs arises before or after the Period of Performance.
- 19.3 Liquidation Period. Within 60 days after the completion of the NG9-1-1 Grant Project and each Subproject, but in no event later than 60 days following the end of the Period of Performance, Subrecipient must submit:
 - 19.3.1 Submit Request(s) for Reimbursement. The final request constitutes the final financial reconciliation for the Subaward.
 - 19.3.2 A final report to the Commission, following the procedures of 2 C.F.R. § 200.344(a).
 - 19.3.3 Disposition of unexpended balances. Any Subaward amount that remains unreimbursed after closeout shall cease to be available for reimbursement to the Subrecipient.

SECTION 20: AUDIT REQUIREMENTS

Subrecipient is a non-federal entity and subject to federal audit requirements per [2 C.F.R. Subpart F](#). The following is a general overview of audit requirements, including OOG's audit terms and conditions of the Commission's Award.

- 20.1 Federal Audit Requirements. Per Treasury's [Compliance and Reporting Guidance](#) a Subrecipient expending (or being reimbursed) \$750,000 or more in federal funds in a fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at [2 CFR Part 200, Subpart F - Audit Requirements](#). Note that the [Compliance Supplement \(2 CFR Part 200, Appendix XI - Apr. 2022\)](#) provides information on the existing, important compliance requirements that the federal government expects to be considered as a part of such audit. The Compliance Supplement is routinely updated, and is made available in the Federal Register and on OMB's website:

<https://www.whitehouse.gov/omb/office-federal-financial-management/>. Subrecipient should consult the Federal Audit Clearinghouse to see examples of Single Audit submissions.

- 20.2 Texas Single Audit Requirements. Subrecipients expending more than \$750,000 during its fiscal year in state awards must have either a Financial Audit or Program-specific Audit conducted for that year in accordance with s [TxGMS](#). The Commission, as the state awarding agency, may also require an independent audit to be conducted based on factors other than monetary threshold. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards, or GAGAS. The audit must be completed and the data collection and reporting package described in [2 C.F.R. § 200.512](#) must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier. For additional audit information see [TxGMS](#)
- 20.2.1 Instead of a Financial Audit or Program-specific Audit, the Commission as the state awarding agency, at its discretion, may accept the single audit of the local government prepared in compliance with the Uniform Guidance if the Commission determines that the federal single audit sufficiently addresses internal controls and other grant requirements as they relate to the particular state award.
- 20.3 Cooperation with Monitoring, Audits, and Records Requirements. All records and expenditures are subject to, and Subrecipient agrees to comply with, monitoring and/or audits conducted by the United States Department of Treasury's Inspector General (DOTIG), OOG, and the State Auditor's Office (SAO) or designee. Subrecipient must maintain under Generally Accepted Accounting Principles or Governmental Accounting Standards Board, adequate records that enable DOTIG, OOG, and SAO (or designee) to ensure proper accounting for all costs and performances related to Contract.
- 20.4 Requirement to Address Audit Findings. If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Contract, applicable laws, regulations, or the Subrecipient's obligations hereunder, the Subrecipient agrees to propose and submit to the Commission a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Subrecipient's receipt of the findings. The Subrecipient's corrective action plan is subject to the approval of the Commission's Executive Director (see Section 16.5).
- 20.5 Audit Exemption. In the event Subrecipient expends less than \$750,000 during its fiscal year in Federal awards it is exempt from the preceding Federal audit requirements for that year, except as noted in [2 C.F.R. § 200.503](#), but records must be available for review or audit by appropriate officials of the Agencies, the Commission, and the federal Government Accountability Office (GAO).
- 20.6 Management Decision. Per [2 C.F.R. § 200.521](#), the Commission and/or the Agencies are responsible for issuing a [management decision](#) for [audit findings](#) related to Subrecipient Subaward.

SECTION 21: FEDERAL CONTRACT PROVISIONS

- 21.1 Per [2 C.F.R. Appendix II to Part 200](#) "[i]n addition to other provisions required by the Federal agency or non-Federal entity [the Commission], all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following. These federal contract provisions are in addition to and/or supplement the Contract provisions (including required State and/or Local contract requirements). Additional and/or supplemental contract provisions below

are derived from the [Federal Emergency Management Agency's Contract Management Guide \(June 2021\)](#).⁹

21.2 By executing the Contract, Subrecipient certifies to its continuous compliance with the following Federal Contract Provisions in Section 21.3, including compliance by Subrecipient's Contractors. All contracts entered into by Subrecipient related to its NG9-1-1 Grant Project must include federal contract provisions (see Grant Application - Uniform Guidance Procurement Standards Compliance Worksheet). Failure by Subrecipient to include federal contract provisions in its agreements with Contractors constitutes noncompliance by Subrecipient. Execution of the Contract is not indicative that each provision below, including additional and/or supplemental provisions, is applicable to the Contract.

21.3 Federal Contract Provisions (Appendix II):

(A) **Contracts for More Than the Simplified Acquisition Threshold (\$250,000)**. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Additional/Supplemental Provision: If not already addressed in the Contract, Subrecipient agrees as follows:

Pursuant to 2 C.F.R. Appendix II to Part 200 Federal Rule (A), when Commission expends federal funds, the Commission reserves all rights and privileges under applicable laws and regulations in the event of a breach of contract by either party.

(B) **Price Exceeds Micro Purchase Threshold (\$10,000)**. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Additional/Supplemental Provision: If not already addressed in the Contract, Subrecipient agrees as follows:

Pursuant to 2 C.F.R. Appendix II to Part 200 Federal Rule (B), when the Commission expends federal funds, Commission reserves the right to terminate the Contract upon written notice in the event of a breach or default of the Contract by Subrecipient including Subrecipient's failure to: (1) meet schedules, deadlines, and/or reporting dates within the time specified in the Contract (including Grant Application); (2) timely submit Requests for Reimbursement; (3) timely make payments owed to Contractors; or (4) otherwise perform in accordance with the Contract. The Commission also reserves the right to terminate the Contract, with written notice to Subrecipient, for convenience if the Commission believes in its sole discretion that it is in the best interest of the Commission to do so. Subrecipient will be reimbursed for eligible costs performed and accepted by Subrecipient as of the termination date if the Contract is terminated for convenience by the Commission.

(C) **Equal Employment Opportunity**. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), "Equal Employment Opportunity" (appears at [30 FR 12319](#), [12935](#), [3 CFR Part, 1964-](#)

⁹ Additional and/or supplemental contract provisions are provided and applicable to the extent the Contract does not address or the included provision are deemed by an appropriate authority as insufficiently addressing the federal contract provision.

[1965](#) Comp., p. 339), as amended by [Executive Order 11375](#), “Amending Executive Order 11246 Relating to Equal Employment Opportunity” (appears at 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971), and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Additional/Supplemental Provision: If not already addressed, Subrecipient agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (C), when the Commission expends federal funds, the equal opportunity clause required by [41 CFR 60-1.4\(b\)](#) is [incorporated by reference as permitted by 41 CFR 60 1.4\(d\)](#).

(D) **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)**. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. (See [29 C.F.R. § 5.2](#) for applicable definitions including “mechanic” and “laborer.”)

Additional/Supplemental Provision: If not already addressed, Subrecipient agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (D), when the Commission expends federal funds for a prime construction contract in excess of \$2,000 the provisions at [29 C.F.R. § 5.5\(a\)\(1\)-\(10\)](#) are incorporated in full by reference into all applicable contracts, and all applicable Contractors must include these provisions in full in any subcontracts. Regarding Compliance with the Copeland “Anti-Kickback” Act, Subrecipient shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into the agreement. Regarding subcontracts and the Copeland “Anti-Kickback” Act, Subrecipient shall ensure its Contractors or subcontractors insert in any contracts the clause above applicable to Subrecipient and such other clauses as Treasury may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(E) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Additional/Supplemental Provision: If not already addressed, Subrecipient agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (E), when the Commission expends federal funds for a contract in excess of \$100,000 involving the employment of mechanics or laborers Federal Rule (E) is incorporated by reference and the agreement is revised to include the following from [29 CFR § 5.5\(b\)\(1\)-\(4\)](#); for which Subrecipient is responsible for ensuring compliance by its Contractors.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of Subrecipient's NG9-1-1 Grant Project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Commission or Subrecipient will upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by a Contractor or Subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts*. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

In addition to the preceding clauses from 29 CFR § 5.5(b)(1)-(4), and in accordance with [29 CFR § 5.5\(c\)](#), if the agreement is subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this clause shall be made available by Subrecipient for inspection, copying, or transcription by authorized representatives of the Department of Treasury, the Commission, and the Department of Labor, and Subrecipient will permit such representatives to interview employees during working hours on the job.

(F) **Rights to Inventions Made Under a Contract or Agreement**. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Additional/Supplemental Provision: NOT APPLICABLE. Only applies to a “funding agreement” defined as “any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.” [37 CFR 401.2\(a\)](#).

(G) **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**, as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Additional/Supplemental Provision: If not already addressed, Subrecipient agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (G), when the Commission expends federal funds for a contract in excess of \$150,000 Subrecipient agrees as follows:

Clean Air Act: Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

Subrecipient agrees to report each violation to the Commission and understands and agrees that the Commission will, in turn, report each violation as required to assure notification to Treasury, and the appropriate [Environmental Protection Agency Regional Office](#).

Subrecipient agrees to require inclusion of these requirements by its Contractor(s) in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by Treasury.

Federal Water Pollution Control Act: Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

Subrecipient agrees to report each violation to the Commission and understands and agrees that the Commission will, in turn, report each violation as required to assure notification to Treasury and the appropriate [Environmental Protection Agency Regional Office](#).

Subrecipient agrees to include these requirements in each of Subrecipient's contracts or other form of agreement exceeding \$150,000 financed in whole or in part with federal assistance provided by Treasury.

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (appears at 3 CFR part 1986 Comp., p. 189) and 12689 (appears at 3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Additional/Supplemental Provision: If not already addressed, Subrecipient agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (H), Subrecipient certifies and agrees as follows:

Suspension and Debarment: The Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, Subrecipient is required to verify that none of its Subrecipient's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Subrecipient must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the Commission. If it is later determined that Subrecipient did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the Commission, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

Prior to entering into contracts funded with award funds, Subrecipient must verify that such Contractors are not suspended, debarred, or otherwise excluded pursuant to [31 C.F.R. § 19.300](#).

(I) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – Subrecipient applying for a Subaward or has an existing agreement with a Contractor that Subrecipient intends to fund in whole or in part with federal funds exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Additional/Supplemental Provision: If not already addressed, Subrecipient agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (I), Subrecipient certifies and agrees as follows:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). In the event Subrecipient applied for an award, or has an existing contract with a Contractor, exceeding \$100,000 shall complete on company letterhead and file the required certification (Attachment 7). Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.”

(J) **Per 2 C.F.R. § 200.323 Procurement of Recovered Materials** -- A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Additional/Supplemental Provision: If not already addressed, Subrecipient agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (J), Subrecipient agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

(K) **Per 2 C.F.R. § 200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** -- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, **covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).**

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, **video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).**

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by 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 a covered foreign country.**

- (b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See [Public Law 115-232](#), section 889 for additional information.
- (d) See also [2 C.F.R. § 200.471](#).

Additional/Supplemental Provision: If not already addressed, Subrecipient agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (K), Subrecipient agrees as follows:

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

- Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

- Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system;
and
 - ii. Are *not used* as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event Subrecipient identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Subrecipient is notified of such by a Contractor or subcontractor at any tier or by any other source, Subrecipient shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) Subrecipient shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. Subrecipient shall insert the substance of this clause, including this paragraph (e), in all contracts, subcontracts, and other contractual instruments.

- (L) **Per 2 C.F.R. § 200.322 Domestic Preferences for Procurements** – (a) As appropriate and to the extent consistent with law, the non-Federal entity does, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials by Subrecipient produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The preceding preference must be included by Subrecipient in any contracts, subcontracts or other agreements entered into as part of providing property and services to the non-Federal entity.

Additional/Supplemental Provision: If not already addressed, Subrecipient agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (L), Subrecipient agrees as follows:

Domestic Preference for Procurements.

(a) As appropriate, and to the extent consistent with law, Subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(M) **Per 2 C.F.R. § 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

Additional/Supplemental Provision: If not already addressed, Subrecipient agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (M), Subrecipient agrees as follows:

If a Subrecipient's Contractor subcontracts any portion of the delivery or providing of property and services to 9-1-1 Entity, Subrecipient must require Contractor to make good-faith, reasonable efforts to take the affirmative steps provided in 2 C.F.R. § 200.321(b)(1) – (5).

SECTION 22: CONTACT INFORMATION, CONTRACT MANAGERS, AND NOTICES

22.1 Contact Information for the Commission's Awarding Official. The Commission's Awarding Official is its Executive Director, whose contact information is:

Kelli Merriweather, Executive Director
Commission on State Emergency Communications
333 Guadalupe Street, Suite 2-212, Austin, Texas 78701
512-305-6911
Kelli.merriweather@csec.texas.gov

22.2 Federal Grant Managers. The Commission and Subrecipient shall each designate in writing an individual to serve as their respective Federal Grant Manager during the Contract Term. The Federal Grant Manager is the primary point of contact with respect to obligations under the Contract. Any change in designation of a Federal Grant Manager must be noticed in writing.

- Commission Federal Grant Manager:

Frank Rivera
Commission on State Emergency Communications
1801 N. Congress Ave., Suite 11.100, Austin, Texas 78701
512-305-6914
Frank.Rivera@csec.texas.gov

- Subrecipient Federal Grant Manager:

Deputy Chief Christopher White
Corpus Christi Police Department
MetroCom Division
321 John Sartain
Corpus Christi, Texas 78401

22.3 Notices. Any and all notices permitted or required to be given hereunder are deemed duly given (i) upon actual delivery, if delivery is by hand; (ii) upon receipt if sent via facsimile; or (iii) upon delivery into the United States mail if delivery is by postage paid registered or certified return receipt requested mail. E-mailed notices are not permitted. Each such notice must be sent to the respective Party at the address indicated below or to any other address as the respective Party may designate by notice delivered pursuant to this subsection.

If to the Commission:

Commission on State Emergency Communications
c/o Commission Federal Grant Manager
1801 N. Congress Ave., Suite 11.100, Austin, Texas 78701

If to Subrecipient:

Deputy Chief Christopher White
Corpus Christi Police Department
321 John Sartain _____
Corpus Christi, Texas 78401 _____

SECTION 23: UNIFORM STATE OF TEXAS ASSURANCES

As the duly authorized representative of Subrecipient, and pursuant to the OOG's terms and conditions of the Commission's Award, the Comptroller of Public Accounts [Procurement and Contract Management Guide](#), and [TxGMS Appendix 6, Uniform Assurances by Local Governments](#), by executing the Contract Subrecipient certifies that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the grantee's governing body or of the grantee's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the grantee relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the grantee is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the grantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and grantees shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See TxGMS for additional guidance on contract provisions.)

8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantee shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://sam.gov/content/entity-information>.

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

26. Shall comply with the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.

27. Shall comply with applicable Uniform Assurances by Local Governments per Texas Government Code Section 783.005 and [TxGMS](#) Appendix 6.

28. Shall comply with and require of its vendors compliance with applicable Texas Required Contract Clauses in the Comptroller of Public Accounts [Procurement and Contract Management Guide](#) Appendix 24. Included therein is the Critical Infrastructure Affirmation pursuant to the [Lone Star Infrastructure Protection Act](#) adopted by the 87th Texas Legislature and effective on June 18, 2021. Per Texas Attorney General [Opinion No KP-0410](#) (June 6, 2022):

The Lone Star Infrastructure Protection Act prohibits contracts or other agreements with certain foreign-owned companies in certain circumstances in connection with critical infrastructure in this State. For the Act to apply, the agreement at issue must give a company direct or remote access to or control of critical infrastructure. [For example,] An agreement to provide standard utility services, by itself, does not grant an entity the ability to access critical infrastructure as contemplated by the Act. The extent to which any specific agreement grants direct or remote access to or control of critical infrastructure will depend in part on the terms of the contract at issue.

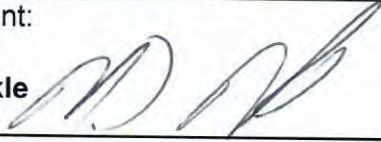
See also [Opinion No. KP-0388](#) (September 23, 2021).

SECTION 24: CONTRACT CONSTRUCTION

- 24.1 Construction of Contract. The provisions of this Section 24 are intended to be a general introduction to this Contract, and are not intended to expand the scope of the Parties' obligations hereunder or to alter the plain meaning of the terms and conditions of this Contract. However, to the extent the terms and conditions of this Contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be interpreted and construed in a manner that is intended to achieve the purposes of this Contract.
- 24.2 Incorporation by Reference. All attachments attached hereto are hereby incorporated by reference herein in their entirety for all purposes.
- 24.3 Table of Contents and Headings. The table of contents and headings (*i.e.*, section, subsection, paragraph, and subparagraph) used in this Contract are intended as a convenience and reference and are not intended to limit the scope of the Contract.
- 24.4 Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 24.5 Entire Contract. This Contract contains the entire agreement between the Parties hereto and supersedes and amends all prior understandings, arrangements, and agreements with respect to the subject matter hereof, whether oral or written.
- 24.6 Amendments. Except as otherwise specifically provided herein, the Contract shall not be modified, amended, or in any way altered, except by an instrument in writing signed by authorized personnel of the Commission and Subrecipient.

- 24.7 Survival of Representations, Warranties, and Confidential Information. The terms and provisions contained in this Contract that by their sense and context are intended to survive the performance hereof by either or both Parties hereto shall so survive the Contract. The terms that specifically survive the Contract include, but are not limited to, terms relating to Audit Requirements, Return of Subaward, and Right to Withhold, Offset, Adjust.
- 24.8 Applicable Law and Venue. This Contract is made and entered into in the State of Texas and this Contract and all legal actions arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements. Except as otherwise stated herein or agreed to in writing by the Commission, Subrecipient agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Contract, or the matters referred to therein, shall be commenced exclusively in the Travis County District Court or the United States District Court for the Western District of Texas, Austin Division, and hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. To the extent permitted by law, Subrecipient hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that (a) Subrecipient is not personally subject to the jurisdiction of the above-named courts; or (b) that the agreed venue of the action, suit, litigation or other proceeding is in an improper county, is brought in an inconvenient forum, or subjects Subrecipient to local prejudice.
- 24.9 Non-waiver. The failure of a Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time for which such failure shall continue, shall not be a waiver of that Party's right to demand strict compliance in the future. No waiver or consent shall be effective unless in writing and signed by the Party against whom such waiver or consent is asserted.
- 24.10 Partial Invalidity. If any term or provision of this Contract, or of any document incorporated herein by reference, shall be found to be illegal or unenforceable then, notwithstanding such illegality or unenforceability, this Contract, and each incorporated document, shall remain in full force and effect and such term or provision shall be deemed to be deleted.
- 24.11 Assignment of Contract. Subrecipient is precluded from assigning any portion of the Contract.
- 24.12 Covenant of Further Assurances. The Parties covenant and agree that, during the Contract Term and without any additional consideration, the Commission and the Subrecipient shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Contract and any amendment or modification hereto.

IN WITNESS WHEREOF, this Contract has been executed by the Parties to be effective as herein above provided.

<p>Texas Commission on State Emergency Communications</p> <p>City of Corpus Christi</p>	<p>Subrecipient:</p> <p>Mike Markle </p> <hr/> <p>Chief of Police</p>
--	---

Kelli Merriweather
Executive Director

Signature

Printed Name: **Mike Markle**
Title: **Chief of Police**



Printed Name Authorized Agent (if
executing):

Title: _____

Company Name: **City of Corpus Christi**

Date: _____

Date: _____

ATTACHMENT 1: OOG CSFRF TERMS AND CONDITIONS



CSFR%20Terms%20
and%20Conditions?

ATTACHMENT 2: REQUEST FOR REIMBURSEMENT

(Begins on next page.)

TEXAS 9-1-1 ENTITY SUBRECIPIENT

REQUEST FOR REIMBURSEMENT

Funding of Subrecipient's subaward will be done by the Commission on State Emergency Communications (Commission) no more than once a month. The Commission's funding of the subaward will be provided on a reimbursement only basis and is contingent upon: (1) Subrecipient's continuous compliance (Section 18: Subrecipient Compliance); (2) Subrecipient providing sufficient documentation detailing its incurred costs and that such costs were Eligible Costs; and (3) that it has paid the total cost of the goods and services for which it is seeking reimbursement thereof. No advance funding of the Subaward will be made by the Commission.

1. Subrecipient name (must match the name associated with its unique entity identifier):
_____.
2. Name and Title of Person with Knowledge and Authority to Submit the Request for Reimbursement (must match the name of the person signing the Request):
_____.
3. Subrecipient's unique entity identifier: _____.
4. Senate Bill 8 - Section 30: Next Generation 911 Fund (EC6.1 Revenue Replacement – Provision of Government Services).
5. Catalog of Federal Domestic Assistance (CFDA) Number and Name: 21.027 CS-Coronavirus State Fiscal Recover Fund.
6. Description of NG9-1-1 Grant Project/Subproject for which Reimbursement is Requested. (Description must include sufficient information to allow the Commission to determine that the Request for Reimbursement is for Eligible Costs as provided in Subrecipient's Contract with the Commission.):

_____.
7. Administrative Costs. To the extent applicable to Subrecipient and reflected in its Grant Application (Section 5), Eligible Uses in the preceding section includes Subrecipient internal direct costs and indirect costs. For additional information see Direct and Indirect (F&A) Costs [2 C.F.R. §§ 200.412 - 200.415](#) or contact the Commission's Federal Grant Manager.
 - Standards for Documentation of Personnel Expenses. To the extent Administrative Costs are included, Subrecipient's costs for salaries and wages must align with [2 C.F.R. § 200.430\(i\)](#) and be based on records that must (1) accurately reflect the work performed for which reimbursement is requested; and (2) be supported by a system of internal controls which provide reasonable assurance that charges for Subrecipient's personnel expenses are accurate, allowable, and properly allocated.
 - Indirect Costs. Reimbursable per Subrecipient's negotiated indirect cost rate agreement or de minimis ten percent (10%) authorized by ARPA and the Final Rule.
 - Internal Direct Costs. Reimbursable to the extent supported by adequate documentation of internal personnel (including contract staff/personnel) time and effort ("T&E") as follows:

- For internal personnel who did not document T&E from the start of the Period of Performance on November 8, 2021, through the Contract Effective Date, Subrecipient can complete an attestation for hours worked if percentage of time dedicated to Subrecipient NG9-1-1 Grant Project is less than 100%. For personnel dedicated 100% to NG9-1-1 Grant Project, see requirements below.
 - For internal personnel following the Contract Effective Date, a T&E worksheet for each such personnel must be completed and included in any request for reimbursement for personnel whose time spent on Subrecipient’s NG9-1-1 Grant Project is less than 100% during the Period of Performance.
 - For internal personnel whose T&E is 100% dedicated to Subrecipient’s NG9-1-1 Grant Project during the Period of Performance, each such personnel’s job description and duties must reflect 100% commitment to NG9-1-1 Grant Project; and an attestation must be provided by Subrecipient for such personnel at the beginning of the Contract Effective Date and thereafter every six-months, or as requested by the Commission’s Federal Grant Manager.
 - T&E worksheet and other documentation must include unique entity identifier, date covered by the worksheet, vendor name (for contract staff), amount, purpose.
8. Total Cost of NG9-1-1 Grant Project (or component/subproject) for which Reimbursement is Requested: \$ _____.
9. Total Amount Paid by Subrecipient (must equal the Total Cost amount in line 8):
\$ _____.
- a. Total Amount Paid by Subrecipient (If Direct Cost for Personnel is being requested, Line 9 and 9a must equal Total Cost amount in line 8) \$ _____.
10. List of Documents in Support of Request (documents must be attached to Request). Must include, at a minimum, paid invoices the total of which equals lines 8 and 9:
- a. _____
 - b. _____
 - c. _____
 - d. _____
 - e. _____
 - f. _____
 - g. _____

REQUEST FOR REIMBURSEMENT CERTIFICATION

To assure that Subrecipient’s costs are proper and in accordance with the terms and conditions of the Contract, the Subaward, Subrecipient’s approved Grant Application, approved project budgets, and in accordance with [2 C.F.R. § 200.415](#), an official with knowledge and authorization makes the following certification on behalf of Subrecipient:

By signing this Request for Reimbursement, I certify to the best of my knowledge and belief that the Request is true, complete, and accurate, and the costs for which reimbursement is requested are eligible costs for the purposes and objectives set forth in the terms and conditions of the CSEC-Subrecipient Contract and the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT 3: TIME AND EFFORT ATTESTATION

Time and Effort reporting is a federally mandated process that confirms that the compensation charged to federal grant funded projects are reasonable and reflect the actual work performed.

Who must complete Time and Effort Certification Forms?

Employees and Contract Personnel if any portion of their compensation is direct charged to Subaward grant (*i.e.*, Subrecipient internal direct costs).

Employees/Contract Personnel must consider their level of effort committed to the Subaward and their ability to meet those commitments.

NOTE: Payroll Timesheets and time and effort attestation are not synonymous. Thus, time and effort attestation is documented on a separate form.

What is percent effort? Effort is measured as a percent of the employee's total employment obligation. Percent effort represents the portion of time an employee spends on each employment activity and is expressed as a percent of the employee's total activity, including non-grant funded activities. Total activity equals 100% effort and may not exceed 100%.

The percent effort is not based on a typical work week. Total Effort is 100% of time regardless of the number of hours worked (for example, a typical work week may be 30 hours for one individual and 45 hours for another).

If you have any questions, contact the Commission's Federal Grant Manager at 512-395-6914.

Time and Effort Attestation form begins on next page.

Senate Bill 8 - Coronavirus State Fiscal Recovery Fund

Time and Effort Attestation

Employee Name and Title:

Reporting Period:

Total Hours Worked:

During the reporting period shown above, my responsibilities were divided between the following activities in the percentage shown.

Time and Activity Report								
Program Area (Activity)	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June
SB8 – CSFRF Subaward Grant 4549601								
Unrestricted Subrecipient Funds or Non-Grant Activity								
<i>Subtotal</i>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Certification ([2 C.F.R. § 200.415](#))

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures and disbursements are for the purposes and objectives set forth in the terms and conditions of the contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

Employee Signature

Date

Subrecipient NG9-1-1 Grant Project Director or
Supervising Administrator Signature and Title

Date

ATTACHMENT 4: QUARTERLY FINANCIAL AND COMPLETION PROGRESS REPORTS

(Begins on next page.)

Senate Bill 8 – Coronavirus State Fiscal Recovery Fund

Quarterly Financial and Completion Progress Report

Date _____

Report Number and Period _____

Subrecipient Name: _____

Subrecipient Contact Person/Contact Information: _____

Subrecipient Unique Entity Identifier _____

NG9-1-1 Grant Project Name: _____

Recipient Name: Commission on State Emergency Communications

CSEC Contact Person: Frank Rivera frankr@csec.texas.gov

Grant Award Number: 4549601

CSEC Unique Entity Identifier: YGB4KL8NSHB9

Provide information on SB8 CSFRF funded NG9-1-1 Grant Project by Subproject. Subproject descriptions must describe the Subproject in sufficient detail to provide understanding of the major activities that will/have occurred. (Complete for each Subproject comprising the Subrecipient's NG9-1-1 Grant Project.)

Obligations and Expenditures: Subrecipient to provide detailed description on the project/subproject obligations and expenditures:

Subproject name:

Current period obligation:

Cumulative obligation:

Current period expenditure:

Cumulative expenditure:

Overview:

Subproject Status: Subrecipient to provide detailed description on subproject status each reporting period, in four categories (circle one) plus Overview:

Not Started:

Completed less than 50 percent:

Completed 50 percent or more:

Completed:

Overview:

Certification (2 C.F.R. § 200.415)

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures and disbursements are for the purposes and objectives set forth in the terms and conditions of the contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

Signature of Subrecipient's Authorized Person

Printed Name, Title

Date

ATTACHMENT 5: ANNUAL PERFORMANCE REPORT

(Begins on next page.)

Senate Bill 8 - Coronavirus State Fiscal Recovery Fund

ANNUAL PERFORMANCE PROGRESS REPORT

Subrecipient Organization *(Name and complete address including zip code)*

Award Identification Number:

Performance Narrative

(Please describe your NG9-1-1 Grant Project activities and progress made during the past fiscal year. This should include a description of federal fund reimbursements to date (including the amount spent), key milestones, the primary activities needed to accomplish those milestones, significant project accomplishments, and any delays or challenges. Explain the reasons why any established goals were not met, if applicable.)

Performance Metrics

(Please identify the metrics you have established to assess program implementation and the progress made in achieving these metrics during the reporting period.)

Performance Projections

(Please describe your anticipated project activities and progress for the next fiscal year. This should include a description of federal expenditures (including the projected amount), key milestones, the primary activities needed to accomplish those milestones, significant project accomplishments, and any potential delays or challenges you foresee.)

Certification: I certify to the best of my knowledge and belief that this report is correct and complete for performance of activities for the purposes set forth in the award documents.

Subproject Completion Report.

Typed or Printed Name and Title of Authorized Certifying Official

Signature of Authorized Certifying Official

5c. Telephone (area code, number and extension)

5d. Email Address

5e. Date Report Submitted (Month, Day, Year)

Senate Bill 8 – Coronavirus State Fiscal Recovery Fund

Quarterly Financial and Completion Progress Report

Date _____
Report Number and Period _____
Subrecipient Name: _____
Subrecipient Contact Person/Contact Information: _____
Subrecipient Unique Entity Identifier _____
NG9-1-1 Grant Project Name: _____
Recipient Name: <u>Commission on State Emergency Communications</u>
CSEC Contact Person: <u>Frank Rivera frankr@csec.texas.gov</u>
Grant Award Number: <u>4549601</u>
CSEC Unique Entity Identifier: <u>YGB4KL8NSHB9</u>
Provide information on SB8 CSFRF funded NG9-1-1 Grant Project by Subproject. Subproject descriptions must describe the Subproject in sufficient detail to provide understanding of the major activities that will/have occurred. (Complete for each Subproject comprising the Subrecipient's NG9-1-1 Grant Project.)
Obligations and Expenditures: Subrecipient to provide detailed description on the project/subproject obligations and expenditures:
Subproject name:
Current period obligation:
Cumulative obligation:
Current period expenditure:
Cumulative expenditure:

Overview:

Subproject Status: Subrecipient to provide detailed description on subproject status each reporting period, in four categories (circle one) plus Overview:

Not Started:

Completed less than 50 percent:

Completed 50 percent or more:

Completed:

Overview:

Certification (2 C.F.R. § 200.415)

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures and disbursements are for the purposes and objectives set forth in the terms and conditions of the contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

Signature of Subrecipient's Authorized Person

Printed Name, Title

Date

ATTACHMENT 6: RISK ASSESSMENT

(Begins on next page.)

Senate Bill 8 – Coronavirus State Fiscal Recovery Fund

RISK ASSESSMENT

I. SUBRECIPIENT

Subrecipient Name: City of Corpus Christi

Subrecipient Contact Person/Contact Information: Deputy Chief Christopher White 361-886-2612

Subrecipient Unique Entity Identifier XETBTPKCL895

NG9-1-1 Grant Project Name: NEXGEN 9-1-1 FUND CSEC- Texas 9-1-1 Entity Subrecipient Subaward Grant SB8

II. RISK ASSESSMENT INFORMATION

To allow the Commission to evaluate Subrecipient's risk of noncompliance with Federal statutes, regulations, the terms and conditions of the Contract, and to determine the appropriate level of monitoring of Subrecipient, Subrecipient provides the following:

1. Subrecipient's prior experience with the same or similar subawards is:

None

2. Results of previous audits of Subrecipient, include whether or not the Subrecipient receives a Single Audit in accordance with [2 C.F.R. Subpart F - Audit Requirements](#), and the extent to which the same or similar subaward has been audited:

N/A

3. Whether the Subrecipient has new personnel or new or substantially changed systems.

N/A

4. The extent and results of [Federal awarding agency](#) monitoring (e.g., if the [subrecipient](#) also receives Federal awards directly from a Federal awarding agency):

N/A

ATTACHMENT 7: CERTIFICATION REGARDING LOBBYING

(Begins on next page.)

44 C.F.R. PART 18

CERTIFICATION REGARDING LOBBYING

Federal Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned, on behalf of **City of Corpus Christi, Texas**, certifies to the best of his or her knowledge that:

1. No Federal appropriated funds received from the Commission on State Emergency Communications (Commission) have been paid or will be paid, by or on behalf of the undersigned Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with Company's contract or other form of agreement with the Commission, the awarding by Company of any contract or other form of agreement funded in whole or in part with Federal appropriated funds, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds received from the Commission have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with Company's contract or other form of agreement with the Commission; the awarding by Company of any contract or other form of agreement funded in whole or in part with Federal appropriated funds; or a Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (<https://www.grants.gov/web/grants/forms/sf-424-family.html>).

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Company understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Please check the appropriate box:

No non-federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

Attached or previously provided is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of non-federal funds for lobbying in connection with this application/award/contract.

Executed this 6th day of September, 2022

By: **City Of Corpus Christi, Texas**
(Type or Print Name of Company)

By: **Mike Markle, Chief of Police**
(Type or Print Name of Company's Authorized Official and Title)

By: 
(Signature of Company's Authorized Official)