

4. **Payment.** County shall pay each approved invoice within thirty (30) calendar days of receipt of invoice. County reserves the right to withhold payment pending verification of satisfactory work performed.
5. **Limit of Appropriation.** Vendor clearly understands and agrees, such understanding and agreement being of the absolute essence of the Agreement, that County shall have available the total maximum sum of Seventy-two thousand, five hundred forty-eight dollars and 10/100 (\$72,548.10), specifically allocated to fully discharge any and all liabilities County may incur. In no event shall the amount paid by the County for all products and services under this Agreement exceed the aforementioned limit of appropriation without an amendment or approved change order executed by the parties.
6. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by the County under the Agreement, the County shall notify all necessary parties that the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the County.
7. **Modifications.** The Parties may not amend or waive the Agreement, except by a written agreement executed by both Parties.
8. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
9. **Confidential Information.** Vendor expressly acknowledges that County is subject to the Texas Public Information Act, Tex. Gov't. Code Ann. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Vendor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.
10. **Indemnity.** The Parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Vendor for any reason are hereby deleted. **VENDOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF VENDOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THE AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF VENDOR OR ANY OF VENDOR'S AGENTS, SERVANTS OR EMPLOYEES.**

11. **Performance Warranty.** Vendor warrants to County that Vendor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and Vendor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
12. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Vendor in any way associated with the Agreement.
13. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
14. **Applicable and Governing Law.**
 - a. The laws of the State of Texas govern all disputes arising out of or relating to the Agreement. The Parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to the Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
 - b. As required by Chapter 2270, Government Code, Vendor hereby verifies that if Vendor employs ten (10) or more full-time employees and the Agreement has a value of \$100,000 or more, Contract does not boycott Israel and will not boycott Israel through the term of the Agreement.
 - c. By signature below, Vendor represents pursuant to Section 2252.152 of the Texas Government Code, that Vendor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
15. **Conflict.** In the event there is a conflict between this Addendum and Exhibit A, this Addendum controls to the extent of the conflict.
16. **Understanding, Fair Construction.** By execution of this Addendum, the Parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.
17. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, VENDOR ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

18. Required Federal and State Clauses

- a. Vendor understands and acknowledges that this Agreement may be totally or partially funded with federal and/or state funds such as those provided by the Office of the Governor (OOG) – Homeland Security Grants Division, Federal Emergency Management Agency (FEMA) or under the American Rescue Plan Act (ARPA). As a condition of receiving these funds, Vendor represents that it is and will remain in compliance with all federal and/or state terms as stated in Exhibit B attached hereto and incorporated by reference for all purposes.

- b. In addition, Vendor understands and acknowledges that these terms flow down to all third party Vendors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. The Vendor shall require that these clauses shall be included in each covered transaction at any tier.

{EXECUTION PAGE FOLLOWS}

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all Parties by and through the Parties or their agents or authorized representatives. All Parties hereby acknowledge that they have read and understood this Addendum and the exhibits hereto. All Parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Addendum shall be effective upon the signature of the last Party.

FORT BEND COUNTY

LAKE COUNTRY CHEVROLET

KP George, County Judge

SETH GAMBLIN

Authorized Agent – Signature

Date

SETH GAMBLIN
Authorized Agent- Printed Name

ATTEST:

FLEET SALES
Title

Laura Richard, County Clerk

05/10/22
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of **\$72,548.10** are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

- Exhibit A: Product Pricing Summary
- Exhibit B: Grant Award & HSGP Fund Specific Conditions

EXHIBIT A



PRODUCT PRICING SUMMARY
TIPS USA 200206 TRANSPORTATION VEHICLES
VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: FORT BEND COUNTY Prepared by: SETH GAMBLIN
 Contact: _____ Phone: 512.436.1313
 Email: _____ Email: sgamblin.silsbeefleet@gmail.com
 Product Description: CHEVRILET SILVERADO 2500 Date: May 17, 2022

A. Bid Item: _____ A. Base Price: \$ **30,126.80**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
CK20743	2023 SILVERADO WT 2500 CREW CAB 4X4	\$ 4,995.00		4WD	
	STANDARD BOX				
L8T	6.6L V8 GAS ENGINE	\$ -	JL1	TRAILER BRAKE CONTROLLER	\$ 275.00
MYD	6 SPEED TRANS	\$ -			
	POWER WINDOWS / LOCKS	\$ -			
ZLQ	WT FLEET CONV PACKAGE	\$ 760.00			
	inc. POWER MIRRORS, KEYLESS				
	ENTRY, CRUISE				
	TRAILER TOW PACKAGE	INC			
Total of B. Published Options:					\$ 6,030.00

Published Option Discount (5%) \$ **(210.75)**

C. Unpublished Options [not to exceed 25%] \$= 0.0 %

Description	Bid Price	Options	Bid Price
		EXTERIOR- BLACK	
		INTERIOR- JET BLACK CLOTH H1T	
		40/20/40	
		PRODUCTION PERMITTING	
		ETA 1ST QUARTER 2023	
Total of C. Unpublished Options:			\$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 199 miles \$ **328.00**

H. Subtotal: \$ **36,274.05**

I. Quantity Ordered 2 x H = \$ **72,548.10**

J. Trade in: _____ \$ -

K. Total Purchase Price \$ **72,548.10**

EXHIBIT B

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2971507	Award Amount:	\$616,800.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	Grantee Cash Match:	\$0.00
Grant Period:	09/01/2021 - 08/31/2022	Grantee In Kind Match:	\$0.00
Liquidation Date:	11/29/2022	Total Project Cost:	\$616,800.00
Program Fund:	HS-Homeland Security Grant Program (HSGP)		
Grantee Name:	Fort Bend County		
Project Title:	Fort Bend County - SWAT/Helicopter Sustainment		
Grant Manager:	Jim Hershey		
DUNS Number:	081497075		

CFDA:	97.067 - Homeland Security Grant Program (HSGP)
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency
Federal Award Date:	9/12/2021
Federal/State Award ID Number:	EMW-2021-SS-00062
Total Federal Award/State Funds Appropriated:	\$103,262,141.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)

Is the Award: No

R&D:

**Federal/State
Award**

Description:

The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.



Office of the Governor

Public Safety Office

Homeland Security Grants Division
Fund Specific Grant Conditions

Homeland Security Grant Program

FFY 2021 Award

September 2021

About This Document

In this document, grantees (also referred to as subrecipients) will find fund specific federal requirements and conditions applicable to the grant award administered by the Office of the Governor (OOG). These requirements and conditions are incorporated into the Grant Agreement accepted by a grant's Authorized Official.

These requirements are in addition to those that can be found on the eGrants system – including the Grant Application and Grant Award – or in documents identified there, to which grantees agreed when applying for and accepting the grant. Other state and federal requirements and conditions may apply to your grant, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code; Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code; the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made; for federal funding, the Funding Announcement or Solicitation under which OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the grantee.

Any rights or privileges reserved or attributed to the federal awarding agency are also reserved or attributed to OOG, which may exercise them at its discretion.

It is important for grantees to review all of these policies to successfully manage their grant, maintain eligibility for funding, and avoid violating the terms of the Grant Agreement, any of which could result in the revocation of funding or other actions.

For clarification or further information, please see the Guide to Grants and other support materials at <https://eGrants.gov.texas.gov> or contact the grant manager assigned to the relevant grant. If no grant manager has been assigned, please contact the eGrants help desk via email at: eGrants@gov.texas.gov, or via telephone at: (512) 463-1919 or dial 7-1-1 for relay services.

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Article I. SAFECOM

Recipients and subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article II. National Environmental Policy Act

Recipients and subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article III. Acknowledgement of Federal Funding from DHS

Recipients and subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article IV. USA Patriot Act of 2001

Recipients and subrecipients must comply with requirements of section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), PUB. L. No 107.56, which amends 18 U.S.C. Sections 175-175c.

Article V. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article VI. Notice of Funding Opportunity

All of the instructions, guidance, limitations, and other conditions set forth in the federal Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients and subrecipients must comply with any such requirements set forth in the federal program NOFO.

Article VII. Trafficking Victims Protection Act of 2000 (TVPA)

Recipients and subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of

2000 (TVPA), codified as amended by 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

Article VIII. Non-Supplanting Requirement

Recipients and subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article IX. Federal Leadership on Reducing Text Messaging While Driving

All recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article X. Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient and subrecipients to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the PSO along with all other pertinent project information. (NOTE: The PSO will submit the form and pertinent information to the Grant Programs Directorate (GPD)). The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the PSO if applicable, and DHS/FEMA.

Article XI. DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and

permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article XII. Best Practices for Collection and Use of Personally Identifiable Information

Recipients and subrecipients who collect personally identifiable information (PII) are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.

Article XIII. Debarment and Suspension

Recipients and subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XIV. Activities Conducted Abroad

Recipients and subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XV. Energy Policy and Conservation Act

Recipients and subrecipients must comply with the requirements of The Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. Section 6201 et seq.) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVI. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors (or subrecipients) must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XVII. Homeland Security Grant Program Performance Goal

Recipients and subrecipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description for each project.

Article XVIII. Terrorist Financing

Recipients and subrecipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XIX. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, (15 U.S.C. Section 2225a), recipients and subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, (15 U.S.C. Section 2225).

Article XX. Duplication of Benefit

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XXI. Fly America Act of 1974

Recipients and subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. Section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. Section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

Article XXII. Lobbying Prohibition

Recipients and subrecipients must comply with 31 U.S.C. Section 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXIII. False Claims Act and Program Fraud Civil Remedies

Recipients and subrecipients must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. Section 3801-3812 which details the administrative remedies for false claims and statements made.)

Article XXIV. Federal Debt

Recipients and subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXV. Disposition of Equipment

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the state must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313. Subrecipients should contact PSO for instructions.

Article XXVI. Civil Rights and Nondiscrimination

Section 26.01 Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients and subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Section 26.02 Americans with Disabilities Act of 1990

Recipients and subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. Sections 12101-12213), 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.

Section 26.03 Rehabilitation Act of 1973

Recipients and subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. Section 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 26.04 Age Discrimination Act of 1975

Recipients and subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42 U.S. Code, Section 6101 et seq.), which

prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Section 26.05 *Civil Rights Act of 1964 – Title VI*

Recipients and subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. Section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Section 26.06 *Civil Rights Act of 1968*

Recipients and subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. Section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Section 100, Subpart D)

Section 26.07 *Nondiscrimination in Matters Pertaining to Faith-Based Organizations*

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients and subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Section 26.08 *Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX*

Recipients and subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. Section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXVII. Copyrights

Recipients and subrecipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XXVIII. Use of DHS Seal, Logo and Flags

Recipients and subrecipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXIX. Whistleblower Protections

Recipients and subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C Section 2409, 41 U.S.C. 4712, and 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

Article XXX. Patents and Intellectual Property Rights

Recipients and subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. Section 401.14.

Article XXXI. Operation Stonegarden Program Hold

The subrecipient is prohibited from drawing down Operation Stonegarden (OPSG) funding provided through this award until each unique, specific or modified county level, tribal or equivalent Operations Order or Fragmentary Order (Frago) has been reviewed by FEMA/GPD and Customs and Border Protection/United State Border Patrol (CBP/USBP). PSO will receive the official notification of approval from FEMA/GPD and then notify the subrecipient.

Article XXXII. Operation Stonegarden Program Performance Goal

Recipients and subrecipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description for each project.

Article XXXIII. National Incident Management System (NIMS)

During the performance period of this Grant, the subrecipient must implement the NIMS in a manner consistent with the NIMS Implementation Objectives outlined by FEMA at <https://www.fema.gov/emergency-managers/nims/implementation-training>. As subrecipients of Federal preparedness (non-disaster) grant awards, jurisdictions and organizations must achieve or be actively working to achieve all of the NIMS Implementation Objectives.