

City of Austin, Texas
Purchasing Office

Price Agreement No: NI100000017
Date Issued: May 13, 2010
Page 1 of 1

Distribution:

CTM- Kevin Burns
Buyer

Contracting Agency:

Purchasing Office

CSN/SCC, Commodity Code No.:

93614

Commodity/Service:

Interlocal Agreement for Renovation and Operation
of the Fusion Center

Estimated Dollar Value:

NTE \$200,000.00

Cash Payment Terms:

Net 30

F.O.B. Point:

N/A

Contract Period:

April 16, 2010 through September 30, 2020

Extension Options:

Automatic renewals through 9/30/20

Source, Address, Phone and

Texas Department of Public Safety
5805 N. Lamar Blvd.
Austin, TX 78752

Replaces contract no.:

Buyer Name and Signature:



Mick Osborne, Specialist Sr. Buyer
Purchasing Office, (512)974-2995

Contract No.

NI100000017

Requisition No.:

RQM 5600 10051300393

Tracking No.:

N/A

mso

Public Safety Fusion Center Interlocal Cooperation Agreement

Recitals

This Public Safety Fusion Center Interlocal Cooperation Agreement (the "**Agreement**") is between the **CITY OF AUSTIN, TEXAS** (the "**City**"), a Texas home-rule city and municipal corporation, and the **TEXAS DEPARTMENT OF PUBLIC SAFETY**, a Texas state agency (the "**Texas DPS**"). The City and Texas DPS are collectively referred to as the "**Parties**."

Whereas, the Texas DPS has determined that creation of a fusion center would improve the ability of public safety providers to communicate and cooperate with each other;

Whereas, the U.S. Department of Homeland Security (the "**Federal Agency**") approved the City's application for funding under the Urban Area Security Initiative Program in the amount of \$1,125,255 (the "**Grant Funds**"), including creation and funding of a Fusion Center serving Hays, Travis and Williamson counties;

Whereas, the City, as fiscal agent for the Federal Agency funded Urban Area Security Initiative Program grant, has authorized the acceptance of the Grant Funds from the Federal Agency and appropriated this amount which included using a portion of the Grant Funds for the purpose of creating a fusion center in the City of Austin area to improve the ability of public safety providers to provide police protection to the general public, including coordination with the Texas DPS to improve police protection and construct and make available office space and facilities equipment necessary to properly operate the fusion center (the "**Project**");

Whereas, the Austin City Council appropriated the Grant Funds as stated in Ordinance No. 20080908-002 to implement the Project;

Whereas, the City and the Texas DPS authorized this Agreement;

Whereas, the City approved the negotiation and execution of this Agreement on 6 August 2009 by Item No. 2009-0806-009;

Whereas, the Texas DPS approved the negotiation and execution of this Agreement on the date it executed this Agreement;

Whereas, the City and the Texas DPS desire to cooperate in the development of the Project; and

Whereas, the City and the Texas DPS desire to conform this Agreement in all respects with the Interlocal Cooperation Act, Texas Government Code, Chapter 791 (the "**Interlocal Cooperation Act**"), including that this Agreement be in an amount that fairly

compensates the performing party for the services or functions performed under this Agreement; and

Whereas, the City and the Texas DPS do not intend to create a landlord-tenant relationship under this Agreement;

Now Therefore, the Parties hereto, in consideration of these promises and mutual obligations herein undertaken, do agree as follows:

Article 1 Definitions

"ARIC" means the Austin Regional Intelligence Center which is the operational name assigned to the Project and includes the staff members of the various governmental units that occupy the Fusion Premises.

"Building" means the **Criminal Law Enforcement Building**, located at 6100 Guadalupe, Austin, Texas, on state property in Travis County, Texas (the **"Property"**). However, upon written agreement of the Parties, the Building and/or Property may change, according to terms and conditions that are mutually acceptable to the Parties.

"City" means the City of Austin, Texas, a Texas home-rule and municipal corporation.

"City's Project Manager" means John W. Daniels or such other person identified by City.

"Contractor" means the one or more contractors that the Texas DPS, or the Texas Facilities Commission (acting on behalf of Texas DPS), enters into agreement with to construct the Improvements.

"Federal Agency" means U.S. Department of Homeland Security.

"Fusion Premises" means a portion of the First Floor area of the Building, being approximately 5,000 square feet and described on the Fusion Premises Description attached to this Agreement as **Exhibit A** and by this reference incorporated in it. However, upon written agreement of the Parties, the Fusion Premises may change.

"Grant Award" means the Urban Area Security Initiative Program grant to the City from the Federal Agency, in the amount of \$1,125,255, dated 23 September 2008.

"Grant Conditions and Requirements" means the terms and conditions stipulated in the Grant Award that must be complied with under the requirements of the Federal Agency.

"Improvements" means the improvements and facilities equipment (such as HVAC equipment and electrical wiring) necessary to convert the existing Fusion Premises space on the Property into an operational Fusion Center in accordance with the Grant Conditions and Requirements. In addition, and at Texas DPS' sole cost and expense, the

Improvements will include installing three pairs of single mode fiber optic cable from the Greater Austin Area Telecommunications Network facility located on the Texas DPS campus to the basement area of the Building as well as installing conduit from the basement area of the Building to the Fusion Premises in order to allow connection of fiber optic cable in the Fusion Premises with the fiber optic cable installed by Texas DPS in the basement area of the Building. The Texas DPS' Project Manager and City's Project Manager must both approve the original plans and specifications for the improvements to the Fusion Premises space as well as all change orders to the approved plans and specifications.

"Operating Expenses" means all reasonable expenses that Texas DPS pays in connection with the ownership, operation, including without limitation all electrical, water, wastewater, and natural gas expenses, and maintenance (as defined in Section 9.07 of this Agreement, entitled "Condition of Premises; Repairs; Finish Out") of the Fusion Premises and the Building, except expenses for which City is required to reimburse Texas DPS under this Agreement. Operating Expenses do not include the City's expenses to conduct their business in the Fusion Premises, such as computer equipment, uninterruptible power supply (UPS), software, phone system, paper, supplies, employee expenses, and other similar expenses.

"Project" has the meaning as that term is defined in the recitals of this Agreement.

"Public Safety" means the provision of law enforcement, public health, emergency medical services, fire protection and suppression, and closely-related services that protect the safety and health of citizens by local, state, and federal government entities.

"Texas DPS" means the Texas Department of Public Safety, a Texas state agency.

"Texas DPS' Project Manager" means Tim Taylor or such other person identified by Texas DPS.

Article 2 Purpose, Terms, Rights and Duties. This Agreement is for the implementation of the Project that will serve the City and surrounding area for Public Safety purposes.

Article 3 Grant Award and Conditions. Pursuant to the Grant Award the Federal Agency notified the City that its application was approved for this Project. In implementing the Project the City agreed to comply with the Grant Conditions and Requirements.

Article 4 Fusion Grant Amount. This Project is exclusively funded under the Grant Award and in a maximum amount equal to the lesser of (a) \$200,000.00, or (b) the actual documented cost to Texas DPS to construct the Improvements; provided, any costs

reimbursed to Texas DPS by the City must be incurred on or before 30 November 2010 and an invoice for the documented costs must be submitted to the City on or before 31 December 2010. Texas DPS shall notify the City by 31 May 2010 in writing if Texas DPS makes the determination that Texas DPS cannot meet the deadline for incurring costs (30 November 2010) or the deadline for submitting invoices to the City (31 December 2010). If Texas DPS cannot meet the deadline for incurring costs or the deadline for submitting invoices, the City must do the following: 1) seek any possible grant extensions and adjustments to enable the City to extend the use of available grant funds to fund the Improvements; and 2) act in good faith to find alternative sources of funding for the Improvements.

Article 5 Agreement Term. The term of this Agreement shall commence on the date this Agreement is signed by the last of the Parties and ends on the next following September 30th (the "**Initial Term**"); provided however, this Agreement is automatically extended for an additional one year period following the Initial term and at the end of the additional one year term will continue in the same manner, and in no event will the term continue to be extended to a date later than 30 September 2020, unless otherwise agreed to by the Parties (the "**Term**"). Once the Term ends, the City has no authority to hold over or to remain on the Fusion Premises or Property. Upon termination or expiration of the Agreement, the City must return the Fusion Premises to Texas DPS in reasonable good order and condition as of the date the City first occupied the Fusion Premises immediately after installation of the Improvements, minus reasonable use, ordinary wear and tear, trade fixtures, and wall mounted fixtures.

Article 6 Designation of Project Managers

Section 6.01 Correspondence to the City's Project Manager should be addressed to the City notice address in Article 28. The City's Project Manager shall represent the interests of the City in resolving any and all issues that may arise with respect to this Agreement.

Section 6.02 Correspondence to the Texas DPS' Project Manager should be addressed to the Texas DPS notice address in Article 28. The Texas DPS' Project Manager shall represent the interests of the Texas DPS in resolving any and all issues that may arise with respect to this Agreement.

Section 6.03 The Project managers are responsible for exercising general oversight and direction of Contractor efforts in completing the Project. However, it is the City's responsibility to ensure that the Project, as well as the ongoing operation of the City pursuant to the Grant, complies with the Grant Conditions and Requirements. The City's Project Manager shall meet with the Contractor as may be reasonably requested by the Texas DPS' Project Manager to discuss any operational issues or the status of the Project, and to provide timely responses to issues related to performing tasks, as raised by the Contractor.

Section 6.04 The Texas DPS' Project Manager shall exercise primary oversight of week-to-week progress in the work of the Contractor which will be monitored through face-to-face and written communications and reporting, all in compliance with Texas DPS contracting and procurement rules, regulations, and laws.

Section 6.05 The Texas DPS' Project Manager shall promptly review all written reports submitted by the Contractor or City's Project Manager, and shall give the Contractor timely feedback on the acceptability of progress and task reports. The Texas DPS' Project Manager, following written approval by the City's Project Manager, shall approve and release payments to Contractor according to the approved improvement payment plan in accordance with the attached Exhibit B, which is incorporated by reference (the "Payment Schedule"). Throughout the term of this Agreement, the Texas DPS' Project Manager must monitor project activities. The Texas DPS' Project Manager must also provide the City Project Manager with at least monthly reports regarding the Project status.

Section 6.06 Should the identity of a Project manager change, the party whose Project manager is changing must identify a qualified and competent replacement and promptly notify the other party in writing of the change.

Article 7 Project Scope of Work. The construction, installation and ongoing operation of a Public Safety Fusion Center in accordance with the Grant Conditions and Requirements on the Property and this Agreement.

Article 8 Texas DPS Duties

Section 8.01 The Texas DPS will serve as the Project Manager for the implementation of this Project. As Project manager, the Texas DPS, or the Texas Facilities Commission (acting on behalf of Texas DPS), will serve as the primary contact with the Contractor whose services are procured by the Texas DPS, or the Texas Facilities Commission (acting on behalf of Texas DPS), for the completion of this Project.

Section 8.02 The Texas DPS will secure, enter into agreement with and pay for the Contractor to install and construct the Improvements for the Fusion Premises, subject to the City's Project Manager's written approval. Texas DPS will provide City with a copy of any agreement entered into with the Contractor and an accounting of all required payments to the Contractor. Texas DPS agrees that the Improvements will be completed in a timely, good and workmanlike manner. Texas DPS and City stipulate and agree that the Improvements are a Texas DPS obligation under this Agreement.

Section 8.03 In its supervision of the Contractor, or of any other person whose services are procured by the Texas DPS in order to implement the Project, the Texas DPS will coordinate and monitor the Contractor's Project activity, Project schedule, system functionality issues, configuration, and resource allocation, and the Texas DPS shall

approve or deny change order requests regarding the Project. The Texas DPS' Project Manager shall consult the City's Project Manager on change order requests. However, the Texas DPS' Project Manager has the sole discretion to approve or deny a proposed change order for the Project. The Texas DPS' Project Manager will not unreasonably deny a change order for the Project that is proposed by the City's Project Manager and will provide the City's Project Manager with a written evaluation and explanation of any denial of a change order proposed by the City's Project Manager.

Section 8.04 The Texas DPS must provide the City's Project Manager with monthly written status reports, for the City's internal use and grant reporting, which track current project cost projections and progress towards the phases and tasks of the Project.

Section 8.05 The Texas DPS must administer this Agreement under federal laws applicable to the Grant Award and if required, applicable State/City procurement laws in the performance of this Agreement. However, the City must provide Texas DPS with the citation to the laws and requirements that govern any performance under this Agreement to the extent the Grant Award requirements dictate the applicable law or requirement.

Section 8.06 The Texas DPS agrees to cooperate with the City in the preparation and submission of Grant Award monitoring activities required by the Federal Agency.

Article 9 Fusion Premises. Following completion and City acceptance of the Improvements, Texas DPS will make the Fusion Premises available to the City under the following terms:

Section 9.01 Monthly Rent: \$0.

Section 9.02 Security Deposit. No security deposit shall be required of City.

Section 9.03 City Operating Expenses: City will pay no Operating Expenses.

Section 9.04 Texas DPS Operating Expenses: Texas DPS will pay all Operating Expenses.

Section 9.05 Parking: Provided to City, at no additional charge. Texas DPS will provide the City five (5) reserved automobile parking spaces on the Property; in addition, Texas DPS will provide the City additional non-reserved automobile parking spaces on the Property on a first-come, first-served basis.

Section 9.06 Use of the Fusion Premises

A. City must use and occupy the Fusion Premises, the automobile parking spaces on the Property and adjoining common areas of the Building designated for joint use by City and Texas DPS for the purposes authorized by this Agreement, but not including general public access, and for no other purpose, without the prior written consent of Texas DPS.

B. Any equipment owned by City, whether installed by City or Texas DPS, shall remain the property of City, including, but not limited to: free standing and office systems furniture, removable trade fixtures; special equipment located in mechanical rooms, or on the roof, or in areas other than the Fusion Premises; any telephone, security or communications systems and equipment; and computer and communication equipment.

C. All permanent alterations, physical additions, improvements, and fixtures that are difficult to remove or cannot be removed without materially damaging the Fusion Premises or Property, whether made by City or made by Texas DPS on behalf of City, shall become the property of Texas DPS upon installation and shall be surrendered to Texas DPS upon the termination of this Agreement, normal wear and tear excepted.

D. City shall not use, occupy, or permit the use or occupancy of the Fusion Premises for any purpose that is: (a) forbidden by law, statute, ordinance, governmental or municipal regulation or order, (b) dangerous to life, limb, or property, (c) commission of waste; or (d) a public or private nuisance.

Section 9.07 Condition of Premises; Repairs; Finish Out

A. Texas DPS Repair Duties. Texas DPS shall keep the foundation; roof; exterior walls; building systems and components including HVAC, plumbing, fire sprinkler, lighting and electrical systems; and building envelope of the Building in reasonably good repair, including treatment for any wood-infesting insects (the "Repairs"). Repairs made by Texas DPS, or the Texas Facilities Commission (acting on behalf of Texas DPS), shall be completed in a reasonably good, workmanlike, and timely manner. However, the Texas DPS repair duties will not exceed the repair services Texas DPS Facilities Bureau provides to other Texas DPS facilities. The City must comply with any Texas DPS, or the Texas Facilities Commission (acting on behalf of Texas DPS), work order process.

B. City Notice. City must promptly notify Texas DPS of any damage to the Fusion Premises. Texas DPS shall not be required to repair damage caused by the negligence or willful misconduct of the City or its employees.

C. Texas DPS Repairs. City shall give Texas DPS notice in writing of the need for Repairs. The Texas DPS' point of contact and method to contact for repairs is:

Texas Department of Public Safety
Facilities Bureau
Attn: Tim Taylor
5805 North Lamar Boulevard
Austin, Texas 78752
Phone: 512 / 424-2172

With a copy to: Texas Department of Public Safety
Intelligence and Counter Terrorism

Attn: John Jones, Assistant Director
6100 Guadalupe, Building E
Austin, Texas 78752

D. Utility Service. Texas DPS will provide to City all electricity, water, wastewater, and natural gas (the "Utility Service") to the Fusion Premises throughout the Term. If Utility Service is interrupted, upon oral or written notice to Texas DPS, Texas DPS shall use due diligence to restore Utility Service within a reasonable period.

E. Indoor Environment. Texas DPS agrees that the Building, Property and Fusion Premises systems must provide City with an indoor environment that is healthful, comfortable, and free of objectionable odors. Texas DPS will provide at its sole cost daily janitorial service and trash removal of the Fusion Premises which will be performed only when ARIC staff are occupying the Fusion Premises and is in accordance with the same specifications for daily janitorial service and trash removal that Texas DPS obtains for the office space Texas DPS occupies in the Building.

F. Keys and Access Devices. Texas DPS shall furnish to City, free of charge, keys and other access devices as may be required for City to access the Building and Property and occupy the Fusion Premises, the automobile parking spaces on the Property and adjoining common areas of the Building.

G. Entry. Texas DPS and Contractor, and their employees, contractors, agents and representatives who meet the security requirements of Texas DPS, shall have the right to enter the Fusion Premises at all reasonable hours to inspect; clean; construct and make repairs, alterations, and additions to the Fusion Premises. Texas DPS acknowledges and agrees that City must have access to the Fusion Premises at all times, seven days a week and 24 hours each day. Texas DPS agrees to give written notice to City within a reasonable time in the event entry is needed at any time when ARIC staff are not occupying the Fusion Premises.

H. Noninterference. All work performed by Texas DPS shall be diligently performed and conducted so as to minimize any interference with City's normal business operations.

I. Quiet Possession. Texas DPS agrees that City shall peaceably and quietly hold, possess, and enjoy the Fusion Premises for the Term.

J. Criminal Background Check. Neither the City's personnel, nor anyone else the City invites to enter the Building, will have access to other than the lobby area of the Building until each person submits to a Texas DPS fingerprint-based criminal history background check and obtains a security clearance, unless Texas DPS or the City escorts the person inside the Building. Texas DPS has the right to prevent a person from gaining access to the Building, if Texas DPS determines that the person does not pass the background check or fails to otherwise maintain a security clearance.

Article 10 City Duties

Section 10.01 The City will make payments to the Texas DPS within thirty (30) calendar days following the completion of each improvement of the work required to be completed in accordance with the Payment Schedule.

Section 10.02 Upon completion and acceptance of the Improvements, the City will occupy the Fusion Premises and implement the operation of a Fusion Center in accordance with the Grant Conditions and Requirements.

Section 10.03 The City shall submit periodic programmatic updates to the Federal Agency about the Project that may be necessary or required by the Federal Agency.

Section 10.04 During construction of the Improvements, the City, as the grant recipient for the Federal Agency, will timely submit any necessary or required progress reports and financial status reports to the federal Agency with a copy to the Texas DPS.

Section 10.05 The City must administer this Agreement under federal laws applicable to the Grant Award and if required, applicable State/City procurement laws in the performance of this Agreement.

Article 11 Audit. Both Parties agree that the auditor or the other party may have access to, and the right to audit, examine, or reproduce, any and all records of the other party for this Project, including records related to the Contractor's performance, upon advance notice and during normal business hours. In no event will a party have the right to inspect records or facilities of Contractor or its subcontractors which are deemed confidential or proprietary. Audits shall be at the expense of the party performing the audit.

Article 12 Independent Contractor. This Agreement will not be construed as creating an employer/employee relationship, a partnership, joint enterprise, or a joint venture between the Parties. Both Parties are independent contractors. Both Parties agree and understand that this Agreement does not grant to employees of one party any rights or privileges established for employees of the other party.

Article 13 Property Tax and Current Liability. To the extent Texas DPS is required to pay any property tax on the Fusion Premises as a result of the City's use of the Fusion Premises, the City must reimburse Texas DPS for such property taxes. The City acknowledges it currently has sufficient funds for the reimbursement obligations for the Initial Term.

Article 14 Compliance with Texas DPS Policies. To the extent Texas DPS provides the City with a copy of any Texas DPS Policies, the City of Austin must make sure its personnel and any of its invitees comply with such Texas DPS policies.

Article 15 No Liability for other Party. Each party to this Agreement agrees that it shall have no liability whatsoever for the actions and/or omissions of the other party's employees and invitees, regardless of where the individual's actions and/or omissions occurred. To the extent allowed by Texas law, the Parties agrees that each Party is responsible to the exclusion of any such responsibility of the other Party for its own proportionate share of liability for its negligent acts and omissions for claims, suits, and causes of action, including claims for property damage, personal injury and death, arising out of or connected to this Agreement and as determined by a court of competent jurisdiction, provided that the execution of this Agreement will not be deemed a negligent act. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.

Article 16 Casualty. Texas DPS shall not be responsible for any losses or damages to the City's or its invitees' equipment or property or for loss of service as a result of fire, theft, vandalism, lightning, loss of HVAC power, loss of accessibility, power line surges, ground faults, excessive voltage or the shutdown of the Fusion Premises for necessary repairs or normal maintenance work.

Article 17 Default. A party to this Agreement will be in default ("Default") under this Agreement if the party: (a) fails to fully, timely and faithfully perform any of its material obligations under this Agreement, and following notice of default as provided in section 19.1 of this Agreement, entitled "Termination for Cause," fails timely to cure the alleged default as provided in section 19.1 of this Agreement, entitled "Termination for Cause"; or (b) fails to provide adequate assurance of performance under Article 18 of this Agreement, entitled "Right to Assurance."

Article 18 Right to Assurance. Whenever one party to this Agreement in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within ten (10) working days after demand is received, the demanding party may treat this failure as an anticipatory repudiation of this Agreement.

Article 19 Termination.

Section 19.1. Termination for Cause. In the event of Default by a party, the other party shall have the right to terminate this Agreement for cause, by written notice delivered to the party alleged to be in default via certified mail. The termination will be effective sixty (60) calendar days following the date of deposit of the notice, unless a longer time period is otherwise specified. During the period prior to the effective date of the termination, the party alleged to be in default may cure the event of Default or provide evidence sufficient to prove to the other party's reasonable satisfaction that such Default does not exist or will be cured in a time satisfactory to the party alleging the default. Each party's rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

Section 19.2. Termination for Convenience. The Parties may terminate this Agreement for convenience, upon the mutual written agreement of the Parties.

Article 20 Survival of Obligations. All provisions of this Agreement that impose continuing obligations on the Parties, including but not limited to grant reporting will survive the expiration or termination of this Agreement.

Article 21 Effective Date. This Agreement will commence upon the execution by the last of the Parties to this Agreement.

Article 22 Current Revenues. This Agreement is authorized by the Interlocal Cooperation Act. Each party's monetary obligations for the performance of governmental functions or services under this Agreement are payable only and solely from that party's appropriated and available current revenues.

Article 23 Assignment. A party to this Agreement may not assign or transfer its interests under this Agreement. However, Texas DPS may assign this Agreement to another person or entity if required by law.

Article 24 Entirety of the Agreement. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter. This Agreement may not be amended in whole or in part except in a written amendment executed by both Parties to this Agreement. Provided any amendment, change or extension does not increase the Agreement amount in excess of the then current administrative authority of the City Manager and the form of amendment is approved by the City Law Department, the City Manager or the City Manager's designee is authorized to execute

any amendment to this Agreement on behalf of the City without further authorization by the City Council.

Article 25 Performance. The obligations arising under this Agreement shall be performed in Travis County, Texas.

Article 26 Jurisdiction and Venue. The Parties agree that this Agreement is governed by the laws of the State of Texas and that venue for a dispute arising from this Agreement will be in Austin, Travis County, Texas.

Article 27 Severability. If a term or provision of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement remains effective to the extent permitted by law.

Article 28 Notices. Any notice, request, or other communication required or appropriate to be given under this Agreement must be in writing and will be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, addressed to the person designated for receipt of notice, postage prepaid and Return Receipt Requested. Notices delivered by any other means (fax, e-mail, courier) shall be deemed delivered upon receipt of a successful fax, e-mail, or courier confirmation report by the addressee; provided, that the notice is specifically directed to the attention of the person designated for receipt of notice; and provided, further, that any fax or e-mail notice shall be promptly followed by mailing or delivery by courier of a copy of the notice statement in hard-copy form, directed to the person designated for receipt of notice. Routine communication may be made by first class mail, facsimile, or other commercially accepted means. Notices to the City and Texas DPS shall be addressed as follows:

If to the Texas DPS:

Texas Department of Public Safety
Facilities Bureau
Attn: Tim Taylor
5805 North Lamar Boulevard
Austin, Texas 78752

With a copy to: Texas Department of Public Safety
Intelligence and Counter Terrorism
Attn: John Jones, Assistant Director
6100 Guadalupe, Building E
Austin, Texas 78752

If to the City:

City of Austin
Austin Police Department
Attn: John W. Daniels
P.O. Box 1088
Austin, Texas 78767-1088

With a copy to: City of Austin
Law Department
Attn: James M. Williams, Sr.
P.O. Box 1088
Austin, Texas 78767-1088

Article 29 Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to either of the Parties, nor to create any legal rights or claims on behalf of any third party. Neither party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental (sovereign) immunity under the laws of the State of Texas.

Article 30 Execution of this Agreement. This Agreement may be executed (by original or facsimile) by the Parties in one or more counterparts, each of which shall be considered one and the same agreement.

Article 31 Waiver of Warranties. Texas DPS disclaims all implied warranties, including any warranties regarding the suitability or fitness of the Fusion Premises.

Article 32 Force Majeure. Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of such Party ("**Force Majeure**"). Force Majeure does not include economic or market conditions, which affect a party's cost, but not its ability to perform. The party invoking Force Majeure shall give prompt, timely and adequate notice to the other party, by facsimile transmission or telephone confirmed promptly thereafter in writing, and shall use due diligence to remedy the event of Force Majeure, as soon as reasonably possible. In the event of default or delay in the performance of this Agreement due to Force Majeure, then the time for completion of the services will be extended by a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.


FINAL NOTICES

Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

This Agreement states the entire agreement of the Parties, and an amendment to it is not effective unless in writing and signed by all Parties.

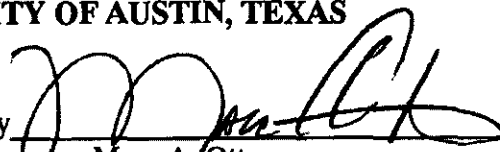
This Agreement is executed in duplicate originals.

TEXAS DEPARTMENT OF PUBLIC SAFETY

By 
Name: VALÉRIE FULMER
Title: ASST. DIRECTOR, ADMIN.


Date 4 / 16 2010

CITY OF AUSTIN, TEXAS

By 
Name: Marc A. Ott
Title: City Manager

Date 3 / 26 2010

APPROVED AS TO FORM:

By 
Name: James M. Williams, Sr.
Title: Assistant City Attorney

Exhibits:

Exhibit A - Fusion Premises
Exhibit B Improvement Payment Schedule

EXHIBIT A

Fusion Premises Description

A portion of the first floor area of the Texas DPS building located at 6100 Guadalupe, Austin, Travis County, Texas 78704, as described in the attached Attachment 1, which is incorporated herein for all purposes.

Draft Working Paper: TFC / BSOC / ARIC

As of: 112100 January 2010

Interlocal Agreement (Fusion Center) -- Page 16

BSOC

20 TFC Comms/Ops

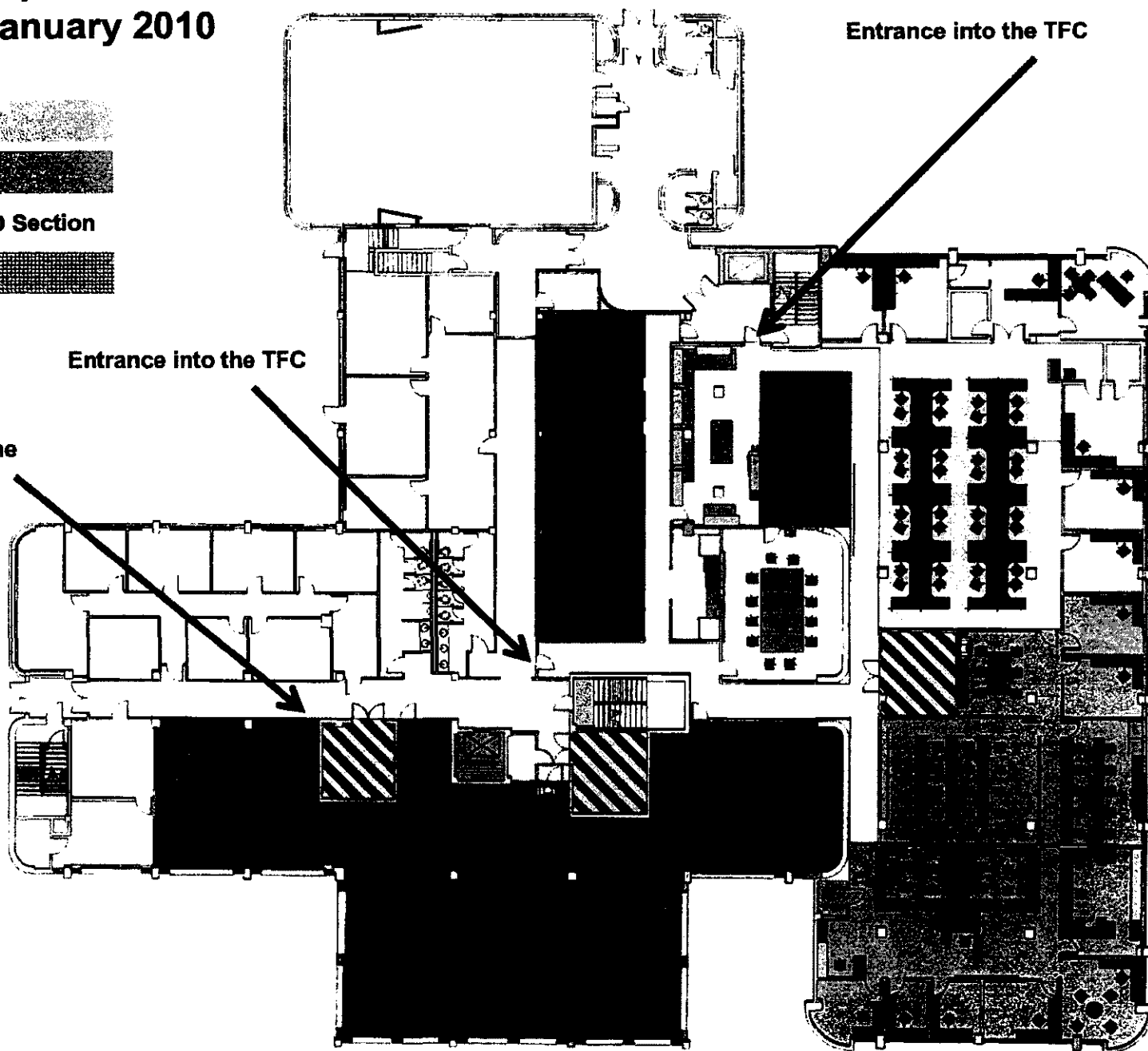
TFC Estimates and CMD Section

ARIC

Entrance into the TFC

Entrance into the
ARIC

Entrance into the TFC



ATTACHMENT 1

EXHIBIT B

Improvement Payment Schedule

<u>Amount of Payment</u>	<u>Improvement Required to advance Payment</u>
\$40,000.00	Execution of Agreement
\$40,000.00	Completion of Demolition Work
\$60,000.00	Completion of rough framing and ceiling grid
Actual costs*	Completion of HVAC system, electrical, interior finish and installation of equipment

- * less (1) prior payments advanced to Texas DPS by City, plus (2) any credit allowable to City, and provided the total of actual costs does not exceed \$200,000.00.

Investment #1

Investment Information - Investment #1

Investment Name: Austin Area Fusion Center

Investment Phase: New

Multi-Applicant Investment: No

I. Baseline - Investment #1

I.A. - Baseline - Previous HSGP Request Name and Funding

If the investment was included in a previous HSGP request, please provide the name of the investment and the total amount of HSGP funding that was dedicated to this investment, if any. (100 Char. Max for Investment Name)

FY06 Investment name:

FY06 HSGP funding:

FY07 Investment name:

FY07 HSGP funding:

I.B. - Baseline - Purpose Statement

Describe, at a high-level, what activities will be implemented and what will be accomplished by this investment. (1,000 Char. Max)

The Austin Urban Area (AUA) recognizes that meeting homeland security goals requires a secure, collaborative environment where open source and intelligence data from government, law enforcement agencies and private industry can be analyzed and readily disseminated to all partners.

This investment will create an all-hazards Fusion Center to serve the central Texas region, focusing on criminal enterprises that foster terrorism, organized crime, and violence. Collaborative information gathering will result in near real time analysis and threat/risk assessment to prevent and disrupt criminal activity. Participation in the Fusion Center will be open to all public safety and public health agencies in the AUA.

Success of this investment means that critical, mission dependent decisions will be based on solid analysis from intelligence. The AUA requests funding for four trained civilian analysts, lease funding for the fusion center facility, and related technology start up costs.

I.C. - Baseline - Description

Provide a summary description of the current state of this investment, its objectives, and any outcomes that will be completed prior to the application of FY08 HSGP funds. Include in this description whether this is a new investment or an investment in maintenance/sustainment. Describe the capability gap(s) that this investment is intended to address. (2,500 Char. Max)

Current State:

Austin Urban Area (AUA) first received its UASI designation in 2008, therefore this is a new investment for the region.

City of Austin has two detectives assigned to the Joint Terrorism Task Force (JTTF). Austin, as the largest city in the region, maintains a separate records management system from the two major counties, Travis and Williamson, and from City of Round Rock. Currently, access to these systems is obtained through informal networks. Intelligence information is obtained through these networks and shared with law enforcement representatives in the AUA as needed.

The fusion center will allow the jurisdictions to leverage federal information networks and state and local databases by providing a regional data sharing platform.

Capability Gaps Addressed (New Investment)

The fusion center will:

- Leverage limited intelligence resources of individual public safety and public health agencies and allow all to benefit from investments in systems that can collect and analyze intelligence gathering;
- Be an effective means of evaluating and communicating multidisciplinary information between agencies/organizations;
- Gather intelligence into capabilities, intentions, and actions of criminal enterprises, terrorist groups, and individuals posing a threat to the AUA, and;
- Through this "actionable intelligence," prevent and disrupt their operations.

If this investment is not funded, the AUA will have limited resources to develop intelligence for the region's public safety and public health agencies. The ability to maximize resources of the JTTF and the State's Intel Center at the Department of Public Safety will be limited.

Austin Police Department and its participating partner agencies lack civilian crime analysts to work with law enforcement intelligence officers within their agencies and among partner agencies. UASI funding will allow jurisdictions to co-locate staff to facilitate information sharing. Because no single agency has all of the information needed for effective intelligence analysis, interlocal agreements will be developed to outline data sharing rules and requirements as we work together in building the regional data sharing platform. The ultimate benefit of the fusion center will be the dissemination of actionable intelligence that local law enforcement and its state and federal partners will use to disrupt criminal enterprises that threaten and harm our region.

II. Strategy - Investment #1

II.A. - Strategy - State Preparedness Report

Explain how this investment supports initiatives in the State Preparedness Report. Please reference relevant page numbers in the State Preparedness Report. (Part of overall Investment 15,000 Char. Max)

National Priorities supported:

- National Priority 4: Strengthen Information Sharing and Collaboration (SPR p.47)

State Priorities supported:

- State Priority 5: Improve Public Safety and Security Response (SPR p.132)

SPR Initiatives supported:

NP4-1: Sustain Statewide Operation of TDEX and Increase the Number of Users (SPR p.52)

- The Texas State Preparedness report includes progress made towards the goals and objectives of counter-terror investigations and law enforcement capability. This project involves interfacing local law enforcement records with a statewide database. The Travis County Sheriff's Office and the Austin Police Department are currently TDEX users and will continue to utilize TDEX at the Fusion Center. The AUA anticipates that agencies participating in the fusion center will also use this resource.

NP4-2: Sustain and Enhance the State-level Fusion Center (SPR p.53)

- The State Fusion Center is located at the Department of Public Safety (DPS) headquarters and is the primary state-level intelligence and information sharing node. The Austin-Area Fusion Center will support the statewide effort by linking to this State-level center and sharing information with the newly consolidated criminal intelligence service.
- The Austin-Area Fusion Center, as part of the project planning, will invite a representative from the State Fusion Center to participate on the AUA Law Enforcement Subcommittee and will provide office space for a DPS analyst at the Austin-Area Fusion center.

NP4-3: Sustain and Enhance Existing Urban Area Fusion Centers and Add Additional Centers (SPR p.53)

- This is a key initiative. The State anticipates that the fusion centers in Houston and Dallas will continue to increase their capabilities and that fusion centers will be operational in all DHS-designated urban areas in Texas (SPR pp.53-54).
- The Austin-Area Fusion center will engage in a comprehensive planning process utilizing the FY 2008 Homeland Security Grant Fusion Capability Planning Tool to ensure that the management/governance structures, data collection procedures, situational awareness activities and data analysis and dissemination activities meet fusion center operational standards.
- Included in this investment justification are resources to contract with a private sector company that has unique experience in leveraging advanced technology and best practices for fusion centers. The Austin Police Department has already conducted a site visit with the Houston Fusion Center and will continue to gather best practices as we proceed in the regional planning of this critical prevention investment.

II.B. - Strategy - Homeland Security Strategy goals and objectives

Explain how this investment supports the State/Territory/Urban Area Homeland Security Strategy goals and objectives. Please reference relevant goal and objective numbers in the State/Territory/Urban Area Homeland Security Strategy. (Part of overall investment 15,000 Char. Max)

Texas Homeland Security Strategic Plan (THSSP) Goals:

1. Prevent Terrorist Attacks
2. Reduce Vulnerability
3. Respond and Recover

This investment supports Goal 1 of the THSSP, "Prevent Terrorist Attacks," and, more specifically, the following objectives:

Objective 1.1: Establish a statewide criminal intelligence capability that reduces the threat from terrorism and crime.

- As noted in the State strategic plan, "preventing terrorists acts is the number one homeland security priority in the State of Texas. Prevention encompasses all efforts to detect terrorists, deter their activities, deny access to support structures and stop an attack before it can occur." The focus of the prevention effort must be a robust investigative and intelligence capability. The AUA has a multitude of threats that it must be prepared to address.
- Austin is the capital city for the State and has garnered the interest of both international and domestic terrorist groups. The three major groups potentially linked to terrorist activity are white supremacist groups, Islamic terrorist groups, and anarchists.
- The Skinheads, or the modern day Klan, chose Austin as the site for one of their state rallies. Austin-Area law enforcement utilized intelligence information to ensure that the organization was not successful in perpetrating violence in Austin and law enforcement continues to monitor this organization's links to criminal activity. The hideous 1998 murder of James Byrd in Jasper, Texas is a prime example of the real threat posed by extremist groups such as the Skinheads.
- Austin is home to one of the largest research universities in the United States with a student population of over 50,000. Of this student population, almost 10% (4,550) are foreign born. Having one of the most diverse student populations in the country is one of its many strengths, but it also makes it a target for terrorism. The Austin-Area Fusion center will work with the University of Texas Campus Police to ensure the safety of students in the region and to proactively address any threats posed by individuals linked to extremist groups.
- Border security also requires special consideration. Terrorist and organized crime groups view illegal entry as more

advantageous than legal entry. Numerous smuggling rings have been identified in Austin which requires local law enforcement coordination with federal authorities. While these organizations have typically smuggled individuals into Texas from Mexico, alien smuggling rings create channels for weapons of mass destruction and other contraband that pose a public safety threat. The Austin-Area Fusion Center, in concurrence and collaboration with the Border Security Operations Center and the Border Area Joint Operations Intelligence Centers, must be prepared to gather intelligence on these illegal rings and their organized crime linkages so they can be prevented from carrying out this activity.

- The State of Texas is also vulnerable to natural disasters. The Austin-Area Fusion Center is committed to an all crimes and all hazards approach to homeland security as this region is susceptible to major flooding, wildfires and tornado activity. The Fusion center can assist with a well-organized and coordinated state and local homeland security program should this need arise.

Objective 1.2: Ensure a robust investigative capability to address terrorism and all terror-related matters.

- Priority Actions under this objective establish an integrated, multi-agency counterterrorism investigative capability throughout the state, and a network of human sources that can provide detailed and relevant information on known suspected terrorists or organizations providing direct material support to terrorists, and criminal enterprises indirectly supporting terrorists.

- The Austin-Area Fusion Center addresses both of these objectives. As noted in the THSSP, Austin is one of the major cities in Texas with a full-scale Joint Terrorism Task Force (JTTF). Local jurisdictions in the Austin Area currently do not have access to information from the JTTF and the Austin-Area Fusion Center will facilitate this information exchange. The AUA recognizes that there are myriad data sources that can be used to gather intelligence and that this process requires time and manpower. Included in this investment is the technology needed to conduct data mining and knowledge discovery from a variety of sources including driver's license information, motor vehicle registration data, criminal justice systems, the State gang database, commercial airline records, and local and State leads and tips. Also included is the first phase of a regional data-sharing network.

- The regional data exchange program will support the fusion center by serving as scalable technology framework for data interoperability. The project will serve the entire AUA. This framework will facilitate the exchange of information between various systems, both internal and external to each jurisdiction, which currently operate in isolation. As a result, situational awareness from the day-to-day public safety and emergency management perspectives will be greatly enhanced.

- The project will also introduce an interactive portal to the framework so layers of data can be viewed and filtered from any location with a secure Internet connection. Currently, each jurisdiction in the area deploys various disparate systems inside their private networks. This project will create a trusted, secure, and reliable information exchange between disparate systems throughout the region, providing authorities with more complete information so the right person will have access to the right information at the right time.

- It is imperative for each jurisdiction, and for the departments within each jurisdiction, to have the ability to select their preferred departmental systems. However, this leads to the implementation of proprietary, closed-vendor platforms and technologies. This project allows departments and jurisdictions to select the systems that work best for their individual agency needs while creating the ability for information to be shared easily and securely across systems. This technology investment in the Austin-Area Fusion Center will help achieve the State's goal of an integrated, multi-agency counterterrorism investigative capability.

II.C. - Strategy - Target Capabilities

Select one primary and up to four secondary Target Capabilities that this Investment supports. For the primary Target Capability selected, provide an explanation of how it is supported by this Investment.

Primary Target Capability: Intelligence and Information Sharing and Dissemination

Primary Target Capability Narrative:

The Fusion Center addresses the Primary Target Capability by leveraging existing intelligence resources and identifying intelligence gaps. The Fusion Center will fill these gaps. By addressing this target capability, the AUA will also meet the funding allocation requirement of 25% towards law enforcement terrorism prevention-oriented planning, organization and equipment activities.

Secondary Target Capability 1: Counter-Terror Investigation and Law Enforcement
Secondary Target Capability 2: Epidemiological Surveillance and Investigation
Secondary Target Capability 3: Information Gathering and Recognition of Indicators and Warnings
Secondary Target Capability 4: Intelligence Analysis and Production

II.D. - Strategy - National Priorities

Select the National Priority(ies) that this Investment supports; up to four may be selected.

National Priority 1: Expanded Regional Collaboration
National Priority 2: Strengthen Information Sharing and Collaboration Capabilities

III. Implementation - Investment #1

III.A. - Funding Plan

Provide the total estimated cost for the FY08 HSGP period of performance for this Investment by completing the following table:

- For each solution area that has an associated FY08 HSGP funds request, provide a brief summary of the planned expenditures (including personnel)

- If this Investment uses other funding sources, identify the funding source and provide a brief summary of how those funds will be applied

	FY 2008 Homeland Security Grant Program Request				FY08 HSGP Request Total	Other Funding Sources Applied			Grand Total
	SHSP	UASI	MMRS	CCP		Other 1	Other 2	Other 3	
Planning		\$50,000			\$50,000				\$50,000
Organization		\$1,043,320			\$1,043,320	\$171,109	\$1,379,397		\$2,593,826
Equipment		\$709,000			\$709,000				\$709,000
Training		\$10,000			\$10,000				\$10,000
Exercises									
Total		\$1,812,320			\$1,812,320	\$171,109	\$1,379,397		\$3,362,826

Planning Summary: Planning costs include a consulting contract in the amount of \$50,000. The consultant will have worked with established fusion centers and will advise on procedures and technology solutions for the center.

Organization Summary: Organization costs include \$175,000 per year in lease space for a 2.5 year period totaling \$437,500. Also included in organizational cost is \$575,820 in personnel for the City of Austin, the City of Round Rock and Travis County Sheriff's Office to hire intelligence analysts for a 2.5 year time period. The City of Austin has requested 1 analyst. Also included is \$30,000 for data mining tools.

Equipment Summary: Telephone/data infrastructure:

- Computers \$40,000
 - Office furniture \$80,000
 - Telephone \$16,000
 - Data equipment \$16,000
 - Cabling & fiber \$77,000
 - Door access \$45,000
 - Security cameras \$45,000
- Total \$319,000

Servers/software for phase 1 of data sharing network
Total \$390,000

Total Equipment \$709,000

Training Summary: Training has been included for the 4 analysts for a minimum of 2 trainings per year per analyst. Also included is training for the analysts on use of data analysis tools for the center.

Exercises Summary: Exercise funding is not included and may be included in future phases of the fusion center investment.

Other Funding Source #1: In-kind contribution - current TCSO Intelligence personnel will be assigned to the Center.

Other Funding Source #2: In-kind contribution - current APD Intelligence personnel will be assigned to the Center.

Other Funding Source #3: NA

III.B. - Milestones

Provide descriptions for up to 10 milestones and the associated key activities that lead to the milestone event over the FY08 HSGP period of performance. Start dates should reflect the start of the associated key activities and end dates should reflect when the milestone event will occur. Sustainment investments must identify at least one milestone and describe the maintenance and sustainment activities associated with the investment. (500 char. max per milestone)

Milestone 1 (10/01/2008 - 02/01/2009)

Begin Fusion Center Capability Planning Process. Identify Project Manager and Financial Manager, develop timeline, statement of work, and preliminary standard operating procedures.

Milestone 2 (10/01/2008 - 01/01/2009)

Develop contract for consultant to assist in the planning process.

Milestone 3 (01/01/2009 - 03/01/2009)

Hire consultant for fusion center project.

Milestone 4 (01/01/2009 - 03/01/2009)

Employment of Analytical Staff from Austin PD, Round Rock PD, and Travis County Sheriff's Office.

Milestone 5 (03/01/2009 - 06/01/2009)

Training of Analytical Staff.

Milestone 6 (12/01/2008 - 03/01/2009)

Contract for Fusion Center location.

Milestone 7 (04/01/2009 - 09/01/2009)

Build-out of Fusion Center location and move in.

Milestone 8 (04/01/2009 - 07/01/2009)

Simultaneous stakeholder kick off and technology planning.

Milestone 9 (06/03/2009 - 12/03/2009)

Develop contract for technology solution (regional platform) and begin technology implementation (phase 1).

Milestone 10 (09/01/2010 - 12/31/2010)

Evaluation of year 1 of fusion center project and assessment of attainment of Fusion center capabilities.

III.C. - Project Management

Describe the management team roles and responsibilities, governance structures, and subject matter expertise specifically required by this investment. (Part of overall investment 15,000 Char. Max)

Project Management:

- The Project Manager will be Austin Police Department Assistant Chief David Carter. The decision making bodies for this investment are the Austin/Round Rock UA Law Enforcement Subcommittee and the Fusion Center Working Group.
- Austin Police Department Assistant Chief David Carter chairs the Austin/Round Rock UA Law Enforcement Subcommittee that will be involved in the extensive planning and implementation of the fusion center.
- Agencies from all three counties and local jurisdictions assigning staff to the fusion center will sign a Memorandum of

Understanding joining the executives of each participating agency in the effort to support regional intelligence analysis and dissemination.

Grant management and oversight will be provided by the City of Austin Office of Emergency Management which will manage the Austin/Round Rock UASI grant program.

- The proposed technology will be managed by City of Austin with support from City of Round Rock under guidance of the Austin/Round Rock UA Law Enforcement Subcommittee.

III.D. - Investment Challenges

List and describe up to three potential challenges to effective implementation of this investment over the entire FY08 HSGP period of performance. For each identified challenge, provide a brief description of how the challenge will be mitigated, and indicate a probability of occurrence (high, medium, low), and level of impact should it occur (high, medium, low).

Challenge 1:

A potential challenge is locating qualified analysts for the Center.

Probability: Low Impact: High

Mitigation Strategy:

The probability of this challenge is low as the City of Austin currently has at least one analyst who meets the qualifications to serve in the Fusion Center.

Challenge 2:

Finding a suitable location to house the Fusion Center.

Probability: Medium Impact: High

Mitigation Strategy:

The AUA will attempt to use City of Austin owned facilities to house staff members in the Fusion Center. If we are not successful, grant funding has been included to ensure that leased space can be secured.

Challenge 3:

Information sharing from disparate databases.

Probability: Medium Impact: High

Mitigation Strategy:

One of the major capabilities that a fusion center must have is the ability to access a multitude of systems. This information sharing can be a problem but we have identified a technology solution (the Exchange network) that will help mitigate this impediment.

IV. Impact - Investment #1

IV.A. - Impact

What outputs and outcomes will indicate that this investment is successful at the end of the FY08 HSGP period of performance? (Part of overall Investment 15,000 Char. Max)

Outputs:

Meeting grant deliverables such as the successful hiring and training of intelligence analysts, operation procedures for the center, and completion of planning phase leading to successful implementation.

- Research, identification, and implementation of technology for secure data mining, data interoperability, and data sharing.

Outcomes:

- This is a high impact investment. The success of the fusion center will allow us to enhance our capabilities to ensure that regional users have access to actionable intelligence to address threats to our region.

IV.B. - Sustainability

What is the long-term approach to sustaining the capabilities created or enhanced by this investment, or explain why this investment will not be sustained? (Part of overall investment 15,000 Char. Max)

Sustainability:

The participating jurisdictions will enter into an MOU that specifies the long-term commitment to the center. This commitment includes retaining the intelligence analysts at least 2 years after the UASI grant term ends and committing in-kind investigative resources to the center.

V. Optional Attachments - Investment #1
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V.A. - Optional Attachments

As part of the FY08 HSGP Investment Justification, applicants have the option of including graphic file attachments, such as organizational charts, with their application. Attachments supporting this application MUST be submitted through www.grants.gov as separate files when submitting the final Investment Justification grant application.

The following graphics file types are the only formats that will be recognized by the system: .jpg, .jpeg, .jiff, .jpe, .png, .gif.

If you choose to include an optional attachment that will be uploaded to www.grants.gov for this investment, please provide the following information in the text box below (500 Char. Max):

- The file name
- The file extension (e.g., .jpg, .gif)
- The relevancy this attachment has to this investment

The Austin Urban Area Working Group Structure. The file extension is doc. This document is required to be attached to the complete UASI application per the FY 2008 Homeland Security Grant Guidance and Application Kit (page 31).

Please note the total number of attachments that will be submitted via grants.gov for this investment (0-99): 1

(End of Investment #1.)

Meeting Minutes

Urban Area Security Initiative (UASI) Program Urban Area Working Group (UAWG) September 3, 2008

Members Present: (or their designated representative):

City of Austin Mayor:	Will Wynn, Mayor
City of Austin City Manager:	Otis J. Latin, Sr., Director, City of Austin Office of Homeland Security and Emergency Management
City of Austin Fire Chief:	Jim Evans, Acting Chief
City of Austin Police Chief:	Art Acevedo, Chief
Austin/Travis County EMS Director:	James Shamard, Assistant Director
Travis County Elected Official:	Danny Hobby, Emergency Services Director
Travis County Sheriff's Office:	Greg Hamilton, Sheriff
Williamson County Elected Official:	Absent
Hays County Elected Official:	Will Conley, County Commissioner
City of Round Rock Mayor:	Alan McGraw, Mayor
UAWG Technical Advisor:	Otis J. Latin, Sr., Director, City of Austin Office of Homeland Security and Emergency Management
UASI Administrative Point of Contact:	Lindy McGinnis, City of Austin Office of Homeland Security and Emergency Management

Guests:

George Blackmore, City of Austin Fire Department
David Carter, Austin Police Department
Brian Manley, Austin Police Department
Jane Burazer, Austin Water Utility
Linda Pounds-Adams, City of Austin, Communications and Technology Management (CTM)
Mike Simpson, City of Austin CTM Wireless Office
Chuck Brotherton, Travis County Wireless Office

Mayor Wynn called the meeting to order at 2:00 PM. After introductions, Otis briefed the group on the FY 2008 grant award and the effectiveness scores of our submitted Investment Justifications. He then provided the group with the funding allocation recommendations from the UASI Coordinating Committee.

UAWG Decisions and Action Items:

1. The UAWG approved the funding allocation as recommended by the UAWG Coordinating Committee, as follows. The approval was with 100% consensus of the UAWG.

\$109,320	3% M&A State of Texas + 3% M&A City of Austin
\$ 80,000	Multi-UASI IJ 1: Planning

\$ 50,000	Multi-UASI IJ 2: I-Cubed (of this amount, \$37,000 will be used to fund a baseline threat assessment and risk analysis for the Austin/Round Rock Urban Area)
\$150,000	UASI Planning (grant management and conferences)
<u>\$1,432,680</u>	Fusion Center
\$1,822,000	Total Award

The \$1,432,680 falls short of the fusion center cost estimate. The Coordinating Committee recommends that \$367,320 from the 2009 grant award be set aside to complete the \$1,800,000 Fusion Center request. If additional 2008 funds become available, those will be allocated to the Fusion Center, thus reducing the amount required from 2009 funds.

2. The UAWG requested they be provided with a one-page Fusion Center Project Plan from the Police Department to include timelines and budget details.
3. Quarterly Progress Reports on the implementation on the Fusion Center Project will be provided to the UAWG.

AGENCY 405
TEXAS DEPARTMENT OF PUBLIC SAFETY
5805 N. LAMAR
GRANTS ACCOUNTING
INVOICE

BILL TO: City of Austin
Communications & Technology Management
P.O. Box 1088
Austin, TX 78767

ATTN: Robert Turner

INVOICE #	300117	RTI #	DATE	05/06/10
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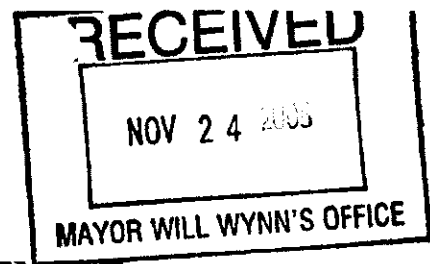
SER/DEL DATE	DESCRIPTION OF GDS. & SRVC.	QUANTITY	UNIT PRICE	AMOUNT
4/01/10 TO 4/30/10	City of Austin Communications & Technology Management			\$40,000.00

VENDOR ID: _____

TOTAL INVOICE \$40,000.00

DM VD

Please call Delfred McLennan at 512-424-7246 if you have any questions regarding this document.



DIVISION OF EMERGENCY MANAGEMENT
Office of the Governor

RICK PERRY
Governor

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512-424-2277 Non-Duty Hours
512-424-2444 Fax

Physical Address:
5805 N. Lamar Blvd.
Austin, Texas 78752

STEVEN McCRAW
Director
Office of Homeland Security

JACK COLLEY
Chief

November 21, 2008

The Honorable Will Wynn
Mayor, City of Austin
P.O. Box 1088
Austin, TX 78767-8804

Dear Mayor Wynn:

Your jurisdiction is being awarded a sub-grant for the Fiscal Year (FY) 2008 Homeland Security Grant Program (HSGP) to carry out homeland security projects that will significantly improve local and regional terrorism prevention, preparedness, and response capabilities. Proposed local, regional, and urban area projects were grouped into investments that were submitted to U. S. Department of Homeland Security (DHS) for review and approval. Grant funds must be used for projects which support the investments approved by DHS, which are identified in *Enclosure 1*.

The following additional grant-related documents are enclosed:

- Notice of Sub-recipient Award (SRA) – *Enclosure 2*

The *Notice of Sub-recipient Award* for the 2008 HSGP must be signed by the chief elected official of your jurisdiction unless that authority has been delegated. Other signatures will require an accompanying statement from the chief elected official authorizing the individual to sign for the jurisdiction.

- Direct Deposit Authorization - *Enclosure 3*

A. GDEM must have a current *Direct Deposit Authorization* from your jurisdiction in order to transfer grant funds electronically to a designated bank account to reimburse you for grant-funded expenses. Additional copies are available from the Texas State Comptroller's website at: <http://www.window.state.tx.us/taxinfo/taxforms/74-158.pdf>. An appropriate local official, typically your finance officer, must sign the *Direct Deposit Authorization*.

B. If you submitted a completed *Direct Deposit Authorization* form with prior Homeland Security Grant Program awards, you do not need to submit another unless your bank account information has changed.

The deadline for returning the signed *Notice of Sub-Recipient Award* and *Direct Deposit Authorization* (if applicable) is **January 8, 2009**. The offer of a homeland security sub-grant will be withdrawn if the required materials are not postmarked by the due date. Extensions to this date will not be granted. Please submit above documents to one of the following addresses:

The deadline for returning the signed *Notice of Sub-Recipient Award and Direct Deposit Authorization* (if applicable) is **January 8, 2009**. The offer of a homeland security sub-grant will be withdrawn if the required materials are not postmarked by the due date. Extensions to this date will not be granted. Please submit above documents to one of the following addresses:

Mail:

Division of Emergency Management
Attention: SAA Section
P.O. Box 4087
Austin, TX 78773-0270

Courier:

Division of Emergency Management
Attention: SAA Section
5805 N. Lamar
Austin, TX 78752

Please retain a copy of each form for your records.

If you have any program questions regarding HSGP, please contact Edwin Staples at the SAA at 512-377-0002 or 512-377-0000.

Sincerely,



Jack Colley
Chief

JC:es

Enclosures:

1. *DHS Approved Investments*
2. *2008 Notice of Sub-recipient Award*
3. *Direct Deposit Authorization*



Governor's Division of Emergency Management

2008 Sub-Recipient Agreement for City of Austin

Date of Award:

November 18, 2008

1. Sub-Recipient Name and Address:

Mayor Will Wynn
City of Austin
P.O. Box 1088
Austin, TX 78767-8804

2. Prepared by: Seals, Freddie

3. SAA Award Number: 08-SR 5000-01

4. Federal Grant Information:

Federal Grant Title: Homeland Security Grant Program
Federal Grant Award Number: 2008-GE-T8-0034
Date Federal Grant Awarded to GDEM: September 1, 2008
Federal Granting Agency: Federal Emergency Management Agency
National Preparedness Directorate

5. Award Amount and Grant Breakdown:

Total Award Amount

\$2,316,405.08

Note: Additional Budget Sheets (Attachment A): ☐ Yes ☐ No

SHSP 97.073	SHSP-LEAP 97.073	UASI 97.008	UASI-LEAP 97.008	CCP 97.053	MMRS 97.071
\$194,250.00	\$315,549.00	\$1,060,738.75	\$399,176.25	\$25,470.08	\$321,221.00

This award supersedes all previous awards. Performance Period: Sep 1, 2008 to Jan 15, 2011

6. Statutory Authority for Grant: This project is supported under Public Law 110-161, the Department of Homeland Security Appropriations Act of 2008.

7. Method of Payment: Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at <http://www.epls.gov>.

9. Agency Approval:

Approving GDEM Official:

Jack Colley, Chief
Division of Emergency Management
Office of the Governor

Signature of GDEM Official:

10. Sub-Recipient Acceptance:

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:

Michael McDonald
Assistant City Manager

Signature of Sub-Recipient Official:

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:

1-74-6000085-8

12. Date Signed :

12/4/08

13. DUE DATE: January 2, 2009

Signed award and Direct Deposit Form (if applicable) must be returned to GDEM on or before the above due date.

TERMS AND CONDITIONS

Parties to Sub-recipient Agreement

This Sub-recipient agreement is made and entered into by and between the Governor's Division of Emergency Management/State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "GDEM," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, GDEM and the Sub-recipient are collectively hereinafter referred to as the "Parties." By this Sub-recipient agreement's execution, the Parties have severally and collectively agreed to be bound to the mutual obligations and to the performance and accomplishment of the tasks described in this Sub-recipient agreement. The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2008 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and in the agreement.

Sub-recipient Purpose and Overview

A. **Purpose and Overview.** Sub-grant funds provided shall be used to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade, natural disasters and acts of terrorism. The Sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the Homeland Security Grant Program Guidelines and Application Kit for that fiscal year and must support the goals and objectives included in the State Homeland Security Strategic Plan and the Urban Area Homeland Security (UASI) Strategies. The funds must be used to conform with the State Homeland Security Strategic Plan, follow the projects outlined in the approved investment justifications used to make the FY 2008 grant application and as described in the federal program guidelines found at www.fema.gov/pdf/government/grant/hsgp/fy08_hsgp_guide.pdf. Further, as outlined in the 2008 grant guidance, 2008 HSGP will focus on three objectives as the highest priorities. These three objectives are: 1. Measuring progress toward achieving the National Preparedness Guidelines; 2. Strengthening improvised explosive device (IED) attack deterrence, prevention, and protection capabilities; and 3. Strengthening preparedness planning. At least 25 percent of the total FY 2008 HSGP funding must be dedicated toward enhancing capabilities related to objectives 2 and 3 as identified above. The 25 percent requirement applies to the total award amount for each State across all four programs, not individual awards for SHSP, UASI, MMRS, and CCP.

B. **Standard of Performance.** The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Council of Governments (COG) and by the State Administrative Agency (SAA). The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement and the:

1. Applicable Laws and Regulations, hereinafter referred to as "Exhibit A";
2. Certifications, hereinafter referred to as "Exhibit B"; and
3. Certification Regarding Lobbying for Sub-recipient Agreements, Grants, Loans, and Cooperative Agreements, hereinafter referred to as "Exhibit C".

C. **Failure to Perform.** In the event the Sub-recipient fails to implement the project(s) entered into The SAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to GDEM for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional Homeland Security Grant Program funds or any other federal program funds administered by GDEM until repayment to GDEM is made and any other compliance or audit finding is satisfactorily resolved.

GDEM Obligations

A. **Measure of Liability.** GDEM shall be liable for actual and reasonable costs incurred by the Sub-recipient during the Sub-recipient agreement period for performances rendered under this Sub-recipient agreement by the Sub-recipient, subject to the limitations set forth in this Section. GDEM shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

B. **Sub-recipient Agreement Funds Defined and Limit of Liability.** The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by GDEM under the HSGP program. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by GDEM under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement.

C. Excess Payments. The Sub-recipient shall refund to GDEM any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by GDEM or that GDEM determines has resulted in overpayment to the Sub-recipient that GDEM determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to GDEM within thirty (30) days after GDEM requests such refund.

Suspension

Notwithstanding the provisions of Chapter 2251, Texas Government Code, in the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, GDEM may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

A. GDEM's Right to Terminate. GDEM shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever GDEM determines that the Sub-recipient has failed to comply with any of this Sub-recipient agreement's terms. GDEM shall notify the Sub-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

B. Parties' Right to Terminate. In addition to GDEM's right to terminate specified in Subsection A of this section, both Parties shall have the right to terminate this Sub-recipient agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this Sub-recipient agreement would not produce beneficial results commensurate with the further expenditure of Sub-recipient agreement funds. The Parties shall agree, in writing, upon the termination conditions, including the effective date of termination and in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Conflict of Interest

A. Financial Interest Prohibited. A conflict of interest may arise when the employee, officer or agent, any member of his or her immediate family; his or her partner; or, any organization that employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform a subcontract pursuant to this Sub-recipient agreement. The Sub-recipient shall ensure that no employee, officer, or agent of the Sub-recipient shall participate in the selection, in the award or administration of a subcontract supported by Sub-recipient agreement funds pursuant to this Sub-recipient agreement and comply with Chapter 171, Texas Local Government Code.

B. Other Prohibited Interests. In all cases not governed by Subsection A of this Section and except for eligible administrative or personnel costs, no person who is an employee, agent, consultant, officer, elected official, appointed official of the Sub-recipient or of a subcontractor of the Sub-recipient, in Subsection C of this Section who exercises or have exercised any functions or responsibilities with respect to the activities assisted under this Sub-recipient agreement or any other HSGP Sub-recipient agreement who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, have an interest in or benefit from the activity or have any interest in any Sub-recipient agreement, subcontract or agreement with respect to the activities or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Monitoring

GDEM reserves the right to perform periodic on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, GDEM shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to Sections on the Suspension and/or Termination above.

Audit

A. Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) and as outlined in Exhibit A. The Sub-recipient will also comply with Texas Government Code, Chapter 783, 1 TAC 5.141.et.seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

B. GDEM's Right to Audit. Notwithstanding Subsection A of this Section, GDEM reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit GDEM or its authorized representative to audit the Sub-recipient's records and to obtain any documents, materials or information necessary to facilitate such audit.

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

D. Sub-recipient's Facilitation of Audit. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as GDEM may require of the Sub-recipient.

E. State Auditor's Office. The Sub-recipient understands that acceptance of Sub-recipient agreement funds acts as acceptance of the authority of the State Auditor's Office or any successor agency to conduct an audit or investigation in connection with these funds. The Sub-recipient further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

For FY 2008, the NIMSCAST will be the required means to report NIMS compliance for FY 2009 preparedness award eligibility. All State and Territory direct preparedness Sub-recipients will be required to submit their compliance assessment via the NIMSCAST by January 31, 2009. The State or Territory department/agency awardee reserves the right to determine compliance reporting requirement of their sub-awardees (locals) in order to disperse funds at the local level.

Reimbursement

Sub-recipient agrees to make no request for reimbursement prior to return of this agreement signed by the authorized Sub-recipient representative. Sub-recipient also agrees to make no request for reimbursement for goods or services procured by Sub-recipient prior to the performance period start date of this agreement.

A. Request for Advance or Reimbursement. The Sub-recipient shall submit to GDEM, a properly completed Local Purchase Submission Cover Sheet as often as actually needed. GDEM retains the authority to approve or deny amount requested and shall not make disbursement of any such payment until GDEM has reviewed and approved such a request. The Local Purchase Submission Cover Sheet shall be supported by documentation as referenced by the SAA web-based grants management system and subsequent policy updates.

B. Request for Advance Funds and Transfer of Funds. The Sub-recipient's requests for an advance of Sub-recipient agreement funds shall be limited to the minimum amounts needed for effective operation of their project(s) under this Sub-recipient agreement and shall be timed as closely as possible to be in accord with actual cash requirements. The Sub-recipient shall establish procedures to minimize the time elapsing between the transfer of funds from GDEM to the Sub-recipient and shall ensure that such funds are disbursed within fifteen (15) days or as soon as administratively possible.

C. Payment Contingent. Notwithstanding the provisions of Subsection A of this Section, payments under this Sub-recipient agreement are contingent upon the Sub-recipient's performance of its contractual obligations.

Urban Areas Security Initiative (UASI) Grants

A. If the Sub-recipient is a participant in a UASI program, during the performance period of this grant, Sub-recipient agrees to adhere to the UASI strategy, goals, objectives, and implementation steps.

B. Sub-recipient agrees that, during the performance period of this grant, all communications equipment purchases must be reviewed and approved by the Regional Interoperable Communications Committee and the UASI points of contact (voting members), if applicable.

UASI Non-Profit Security Grant Program (NSGP)

A. The Sub-recipient agrees that all allocations, uses of funds, and other associated program and administrative requirements under this grant will be in accordance with the Fiscal Year (FY) 2008 UASI Non-Profit Security Grant Program (NSGP) Program Guidance and Application Kit, Information Bulletin number 252, and the FY 2008 UASI NSGP Frequently Asked Questions (FAQs) Parts 1 and 2. All grant Sub-recipients are assumed to have read, understood, and accepted the FY 2008 UASI NSGP Program Guidance and Application Kit, Information Bulletin Number 252 and the FAQs as binding.

B. Sub-recipients must meet a 75 percent Federal-25 percent Sub-recipient soft match requirement. Sub-recipient contributions must be from non-Federal sources. For all costs other than training, the Sub-recipients match may be met through cash, training investments related to use of allowable equipment purchased with the grant, or training investments related to general purpose security and emergency preparedness for staff. In the case of training projects, awardees must meet the matching requirement through cash. In no event can regular personnel costs such as salary, overtime, or other operational costs unrelated to training be used to satisfy the matching requirement.

C. Non-governmental organization Sub-recipients are required to meet certain National Incident Management System (NIMS) compliance requirements. All emergency preparedness, response, and/or security personnel in the non-profit organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes IS-700 NIMS: An Introduction.

D. Sub-recipients are responsible for keeping a copy of the 501(c)(3) registration number or IRS Letter of Recognition of Sub-grantees on file. Those Sub-recipients who submitted investment justifications, subsequently selected for award, by non-profit organizations which do not hold or have not formally applied for a 501(c)(3) registration number, are responsible for maintaining an affidavit and/or other indicia certifying or verifying their 501(c)(3) compliance on file for review by DHS, in accordance with the FY 2008 UASI NSGP Q&A Part 2.

E. FY 2008 UASI NSGP allowable equipment costs include only the two Authorized Equipment List (AEL) categories identified in the FY 2008 UASI NSGP Program Guidance and Application Kit. These categories are 1) Physical Security Enhancement Equipment, and 2) Inspection and Screening Systems. All allowable equipment costs must fall within these two categories. Interoperable communications equipment, aesthetic enhancement, including business, shrubs, or flowers, general-use vehicles, or related general-use equipment is prohibited under this grant program if it does not fall within one of the two previously identified AEL categories. Additionally, any costs associated with exercises are strictly prohibited. All other training and management and administrative (M&A) costs must be in accordance with the FY 2008 UASI NSGP Program Guidance and Application Kit, Information Bulletin Number 252, and the FY 2008 NSGP FAQs, Parts 1 and 2.

F. The Sub-recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U. S. Department of Homeland Security."

Interoperable Communication Project Compliance

1. Before a local jurisdiction may submit a project for consideration by the State, a preliminary review must be done at the regional level by the Communications Committee or some similar group of the appropriate Council of Governments, Development Council or Planning Council. (Where possible, reviewers should represent a cross-section of the communications community and include representatives from cities, counties and Tribes where appropriate; conventional and trunked systems, and VHF, UHF, 700 MHz, 800 MHz and 900 MHz systems.) Jurisdictions must have baseline information (towers and POC/name) entered into CASM to show the jurisdictions' commitment to adhere to the SCIP. Projects that are deemed to satisfactorily meet the State's Plan will be submitted to the State for formal review.

National Incident Management System (NIMS) and the Incident Command System (ICS)

Sub-recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. NIMS compliance for 2008 must be achieved by completing actions outlined in the NIMS Implementation Matrix.

A. Adoption. The jurisdiction or organization must have formally adopted NIMS as its incident management system through ordinance, court order, or resolution. A copy of the adoption document should be provided to the Preparedness Section of the Division of Emergency Management.

B. Implementation. The jurisdiction or organization must be implementing the principles and policies of NIMS/ICS, including these major requirements:

1. Identifying specific NIMS training requirements for local emergency responder and emergency management positions; then obtaining or providing required training, and documenting it. For further information on NIMS training, see: http://www.fema.gov/emergency/nims/nims_training.shtm
2. Updating jurisdiction or organization emergency plans and procedures to address the NIMS/ICS organizational structure, major functions, concepts, policies, and procedures.
3. Utilizing NIMS/ICS for day-to-day all-hazard emergency response and during exercises.
4. Participating in local, regional, or intrastate mutual aid programs.
5. Maintaining an inventory of emergency response assets (Texas Regional Resource Network), and identifying key assets by resource typing standards developed by FEMA to facilitate multi-agency response. For resource typing information, see: <http://www.fema.gov/emergency/nims/rm/rt.shtm>. This is accomplished by registering with the Texas Regional Resource Network (TRRN) and updating the information regularly. Additionally, a certification form must be on file with GDEM for every county and local jurisdiction.
6. Complete the NIMS baseline assessment and develop a local NIMS implementation plan.
7. Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.
8. All Primary jurisdictions must possess an independent NIMSCAST account.

For a more detailed description of these requirements, as well as other NIMS implementation requirements, see http://www.fema.gov/pdf/emergency/nims/imp_mtrx_states.pdf

FY 08 NIMS implementation requirements must be completed by January 31, 2009.

Other Requirements (These requirements DO NOT apply to NSGP Sub-recipients)

A. During the performance period of this grant, Sub-recipients must maintain an emergency management plan at the Intermediate Level of planning preparedness or higher, as prescribed by GDEM. This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If GDEM identifies deficiencies in the Sub-recipient's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from GDEM.

B. Projects identified in the SAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable 12 approved project investments for the period of performance of the grant.

C. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.

D. During the performance period, the Sub-recipient must register as a user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing \$5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.

E. Sub-recipients must submit Fiscal Year 2008 Indirect Cost Allocation Plan signed by Cognizant Agency. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.

F. Council of Governments (COG) will follow guidelines listed in the FY 08 COG Statement of Work.

G. Up to 15% of the program funds for SHSP, UASI and LETPP may be used to support the hiring of full or part-time personnel to conduct program activities that are allowable under the FY 2007 HSGP (i.e., planning, training program management, exercise program management, etc) The ceiling on personnel costs does not apply to contractors, and is in addition to eligible management and administrative (M&A) costs and eligible hiring of intelligence analysts. Sub-recipients may hire staff only for program management functions, not operational duties. Hiring planners, training program coordinators, exercise managers, and grant administrators fall within the scope of allowable program management functions.

H. The State's 24 planning regions are voluntary associations of local governments organized pursuant to state law as regional planning commissions, councils of government, development councils, and area councils. It is recognized that one of the major functions of state planning regions as homeland security grant Sub-recipients is to perform a wide variety of planning and some program administration for both their region and on behalf of the cities and counties within the region that may also be homeland security grant Sub-recipients.

Closing The Grant

A. The Sub-recipient must have all equipment ordered by January 15, 2011. The last day for submission of invoices is March 15, 2011.

B. GDEM/SAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, GDEM/SAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, GDEM/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.

C. GDEM/SAA will unilaterally close out this grant if sub recipient does not reconcile account and sign closeout GAN by May 31, 2011.

Restrictions, Disclaimers and Notices

A. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by GDEM/SAA prior to obligation or expenditure of such funds.

B. In cases where local funding is established by COGs, release of funds by GDEM is contingent upon regional funding allocation approval by the Sub-recipient's COG governing board.

C. Notwithstanding any other agreement provisions, the parties hereto understand and agree that GDEM's obligations under this agreement are contingent upon the receipt of adequate funds to meet GDEM's liabilities hereunder. GDEM shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.

D. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

Chief
Division of Emergency Management
Homeland Security Office of the Governor
PO Box 4087
Austin, TX 78773-0220

Uniform Administrative Requirements, Cost Principles, Audit Requirements and Program Income

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with all Applicable Laws and Regulations, Exhibit A, but specifically with:

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

B. Cost Principles

1. 2C.F.R. Part 225, Cost Principles for State, Local and Tribal Governments
2. 2C.F.R. Part 220, Cost Principles for Education Institutions
3. 2C.F.R. Part 230, Cost Principles for Non-Profit Organizations
4. Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations

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

Retention And Accessibility Of Records

A. Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to OMB Circular A-87, 44 C.F.R. § 13.42 and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective (close of the Sub-recipient agreement), including program requirements and financial obligations, or the period of time required by other applicable laws and regulations as described in Exhibit A.

B. Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Inspector General, the General Accounting Office, the Auditor of the State of Texas, GDEM, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of HSGP funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Chapter 552, Texas Government Code.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Subcontracts

A. GDEM's Approval of Subcontract and Liability. The Sub-recipient may subcontract for performances described in this Sub-recipient agreement without obtaining GDEM's prior written approval.

B. Sub-recipient Liability. In no event shall any provision of this Section be construed as relieving the Sub-recipient of the responsibility for ensuring that the performances rendered under all subcontracts comply with all of this Sub-recipient agreement's terms as if such performances rendered were rendered by the Sub-recipient. GDEM's approval under this Section does not constitute adoption, ratification or acceptance of the Sub-recipient's or a subcontractor's performance.

C. Applicable Law. The Sub-recipient shall comply with 44 C.F.R. § 13.1-13.52 and all applicable federal and state laws outlined in Exhibit A and local laws, regulations and ordinances related to making procurements under this Sub-recipient agreement.

D. Escrow Retainage for Construction Contracts. GDEM shall require Sub-recipient to maintain an escrow retainage of the Sub-recipient agreement funds budgeted for construction and rehabilitation in the amount of five percent (5%) of each construction and/or rehabilitation subcontract entered into by the Sub-recipient. Before the retainage fees for construction contracts are released, GDEM shall receive a complete and executed Certificate of Construction Completion and Final Wage Compliance Report and the Sub-recipient shall certify it has received as-built plans for this Sub-recipient agreement's funded construction activities.

Legal Authority

A. Signatory Authority. The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

B. Authorized Representative. The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

Notice Of Litigation and Claims

The Sub-recipient shall give GDEM immediate notice in writing of:

1. any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out the performance of any subcontract under this Sub-recipient agreement; and

2. any claim against the Sub-recipient, the cost and expense of which the Sub-recipient may be entitled to be reimbursed by HSGP.

Except as otherwise directed by GDEM, the Sub-recipient shall furnish immediately to GDEM copies of all documentation received by the Sub-recipient with respect to such action or claim.

Indemnification

To the extent permitted by law, the Sub-recipient agrees to hold GDEM harmless and to indemnify GDEM from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party occurring or in any way incident to, arising out of or in connection with the services to be performed by the Sub-recipient pursuant to this Sub-recipient agreement.

Changes and Amendments

A. Written Amendment. Except as specifically provided otherwise in this Sub-recipient agreement, any alterations, additions or deletions to this Sub-recipient agreement's terms shall be made through Grant Adjustment Notices generated by the SAA web-based grants management system and executed by the Parties.

B. Authority to Amend. This Sub-recipient agreement's performances shall be rendered in accordance with the Act, Exhibit A, the assurances and certifications made to GDEM by the Sub-recipient and the assurances and certifications made to DHS by the State of Texas with regard to the operation of the HSGP. Amendments may further be amended by GDEM, during the period of this Sub-recipient agreement's performance as GDEM issues policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by GDEM in the form of Information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

C. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. Federal Emergency Management Agency (FEMA) periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. FEMA's National Preparedness Directorate Information Bulletins can be accessed at <http://www.ojp.usdoj.gov/odp/docs/bulletins.htm> and are incorporated by reference into this sub-grant.

Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

Oral and Written Agreements

A. Prior Agreements. All oral and written agreements between the Parties relating to this Sub-recipient agreement's subject matter that were made prior to Date of Execution have been reduced to writing and are contained in this Sub-recipient agreement.

B. Exhibits. The exhibits enumerated and denominated in the agreement are hereby made a part of this Sub-recipient agreement and constitute promised performances by the Sub-recipient in accordance with the Sub-recipient agreement and the Exhibits.

C. Commissioner's Signature. This Sub-recipient agreement is not effective unless signed by the Chief of GDEM or by his authorized designee.

Waiver

Any right or remedy provided for in this Sub-recipient agreement provision shall not preclude the exercise of any other right or remedy under this Sub-recipient agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at any time.

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas.

THE APPLICABLE LAWS AND REGULATIONS

Hospitals, and other Nonprofit Organizations, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html . Sub-recipients must report any interest earned to GDEM/SAA. Any interest earned in excess of \$100 must, on a quarterly basis, be remitted to:

United States Department of Health and Human Services
Division of Payment Management Services
P.O. Box 8021
Rockville, MD 20852

J. **AUDITS** - The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr13.26.htm.

K. **GRANT ADMINISTRATION** - The Sub-recipient will also comply with Texas Government Code, Chapter 783, <http://lo2.tlc.state.tx.us/statutes/gv.toc.htm>; and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements, [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_plqc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_plqc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141) Sub-recipients must also comply with 44 C.F.R., Part 13, http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr13_07.html; with 2 C.F.R. Part 215 http://www.access.gpo.gov/nara/cfr/waisidx_08/2cfrv1_08.html#215, 2 C.F.R. Part 225, Part 220 and Part 230. Parts 220 and 230 are not available on-line at this time. A link will be provided as soon as it becomes available.

L. **PROPERTY ADMINISTRATION** – TAC Title 1, Part 5, Chapter 116, [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=3&ti=1&pt=5](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&ti=1&pt=5)

M. **PUBLICATIONS** – 44 C.F.R., Section 13.34 http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr13.34.htm

1. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The Recipient agrees to consult with NPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
2. The Sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the National Preparedness Directorate, United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Homeland Security."

EXHIBIT B

CERTIFICATIONS

I, Will Wynn as Mayor/County Judge of Austin, Texas, hereinafter referred to as the "Sub-recipient," certify the following with respect to the expenditure of Sub-recipient agreement funds.

A. The Sub-recipient shall minimize displacement of persons as a result of activities assisted with Sub-recipient agreement funds.

B. The program shall be conducted and administered in conformity with the Civil Rights Act of 1964 (42 U.S.C. § 2000a et seq.)

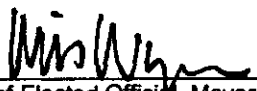
C. As specified by GDEM and FEMA, in the event that displacement of residential dwellings shall occur in connection with a project assisted with HSGP funds, the Sub-recipient shall follow a residential anti-displacement and relocation assistance plan.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28C.F.R. Part 67, Section 67.510. (Federal Certification) The Sub-recipient certifies that it and its principals and vendors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www.epis.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/.
2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
5. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (Federal Certification)

E. Sub-recipient understands and certified that it will not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.

F. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.



Chief Elected Official, Mayor/County Judge

12-4-08

Date

EXHIBIT C

CERTIFICATION REGARDING LOBBYING FOR
SUB-RECIPIENT AGREEMENTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS

Will Wynn

The undersigned, _____, as Mayor/County Judge of the City of Austin, Texas certifies the following to the best of his knowledge and belief.

A. No federal appropriated funds have been paid or shall be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal Sub-recipient agreement, 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 Sub-recipient agreement, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or shall 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 this federal Sub-recipient agreement grant, loan or cooperative agreement, the undersigned shall complete and submit standard form Disclosure Form to Report Lobbying form in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards including sub-contracts, sub-grants and Sub-recipient agreements under grants, loans, and cooperative agreements and that all Sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon that 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. 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.



Chief Elected Official, Mayor/County Judge

12-4-08

Date

FY 2008 INVESTMENTS APPROVED BY DHS

State Investments

- 1. Regional Food and Agriculture Critical Assessment**
2. Improve Communication Interoperability
3. Public safety and Security Response
4. Intelligence and Information Sharing and Dissemination
5. Enhance State, Regional and Local EOCs
6. Enhance State, Regional and Local Planning
7. CBRNE Detection, WMD, Hazmat Response and Decon
8. On-Site Incident Management
9. Critical Infrastructure Protection
10. Community Preparedness & Emergency Public Information & Warning
11. Strengthen Medical Surge and Mass Prophylaxis
12. Reduce Threats to Agriculture & Enhance Emergency Response
13. Enhance Border Security Program
14. Tribal Investments

Note: Highlighted investment is a multi-state project

Austin Area UASI Investments

1. Austin Area Fusion Center
2. Planning and Coordination
3. Enhanced CBRNE/WMD Response Teams
4. Physical Security of Critical Infrastructure
5. Mobile Public Safety Communications
6. Mass Casualty Management Capacity Enhancement
7. Regional Community Preparedness and Resiliency
8. Public Safety Video and Data-Remote Video and Connectivity
9. Video X-Ray Technology for Bomb Squad
10. Mass Prophylaxis and Epidemiologic Surveillance
11. Cyber Security of Critical Infrastructure
12. Regional Air Enforcement Response
13. Traffic Light Battery Backup with PTZ Cameras
- 14. TEXAS PEER-TO-PEER UASI PLANNING NETWORK**
- 15. IT INTEROPERABILITY INITIATIVE ("I-CUBED")**

Note: Highlighted investments are multi-regional projects

Dallas/Fort Worth/Arlington Area UASI Investments

1. **TEXAS PEER-TO-PEER UASI PLANNING NETWORK**
2. **IT INTEROPERABILITY INITIATIVE ("I-CUBED")**
3. Regional Multi-Agency Intelligence Fusion Center and Data Sharing
4. Critical Infrastructure Security Enhancement
5. Enhance Command and Control At All Levels to Include Emergency Operation Center Functions
6. Enhance Explosive Ordnance Device Mitigation and Response Capability
7. Enhance Law Enforcement Capability to Respond to Terrorism Incidents and Catastrophic Events
8. Enhance CBRNE Response Capability Including HazMat and Specialized Fire Response
9. Enhance Search and Rescue Capability to Respond to Terrorism Incidents and Catastrophic Events
10. Enhance Medical Surge, Mass Prophylaxis, and Fatality Management Capability
11. Enhance Interoperable Communications
12. Enhance Early Warning and Notification Systems
13. Public Outreach Programs, Citizen Corps, and Citizen Preparedness
14. Regional and Urban Area Planning

El Paso Area UASI Investments

1. **TEXAS PEER-TO-PEER UASI PLANNING NETWORK**
2. **IT INTEROPERABILITY INITIATIVE ("I-CUBED")**
3. El Paso Urban Area Regional Mobile Command Post Project
4. Purchase and Logistical Support for Regional Self Contained Breathing Apparatus Project
5. El Paso-UASI/Region-08 P25 Interoperability Communications Project; Stage I- Phase IIIA.
6. Ready El Paso Volunteer Campaign
7. Coordinated efforts to protect Critical Infrastructure and Key Resources
8. Enhancing the El Paso All Hazards Incident Management Team
9. Explosive Device Detection and Response Operations
10. Planning and Coordination
11. Rio Grande Information & Intelligence Center
12. Regional Medical Operations Center (RMOC)

Note: Highlighted investments are multi-regional projects

Houston Area UASI Investments

1. ~~TEXAS PEER-TO-PEER UASI PLANNING NETWORK~~
2. ~~IT INTEROPERABILITY INITIATIVE (I-CUBED)~~
3. Citizen Preparedness, Public Outreach & Communication
4. Regional Planning & Coordination
5. Interoperable Communications
6. Prevention: Fusion Center & Regional AFIS
7. Protection: Public Safety Video & Target Hardening
8. Response: Enhance CBRNE Response Capability
9. Enhance Health & Medical Capabilities
- Regional Emergency Management Improvements

San Antonio Area UASI Investments

1. ~~TEXAS PEER-TO-PEER UASI PLANNING NETWORK~~
2. ~~IT INTEROPERABILITY INITIATIVE (I-CUBED)~~
3. Enhance Regional GIS Emergency Planning and Response Capabilities
4. Enhance Regional Critical Incident Management (IM) Capabilities
5. Strengthening IED Attack Deterrence, Prevention, and Protection Capabilities
6. Enhance Emergency Operations Center Operations & Connectivity
7. Sustain & Enhance SAUA First Responders and WMD Project
8. Enhance Regional Interoperability Communications (IOC)
9. Enhance CI/KR Security Improvement Program
10. Enhance Citizen Preparedness and Response Capabilities
11. Reduce Vulnerability of Threats to Agriculture & Facilitate Emergency Response
12. Enhance Emergency Facility Capabilities

Note: Highlighted investments are multi-regional projects

Investment #1

Investment Information - Investment #1

Investment Name: Austin Area Fusion Center
Investment Phase: New
Multi-Applicant Investment: No

I. Baseline - Investment #1

I.A. - Baseline - Previous HSGP Request Name and Funding

If the investment was included in a previous HSGP request, please provide the name of the investment and the total amount of HSGP funding that was dedicated to this investment, if any. (100 Char. Max for Investment Name)

FY06 Investment name:
FY06 HSGP funding:
FY07 Investment name:
FY07 HSGP funding:

I.B. - Baseline - Purpose Statement

Describe, at a high-level, what activities will be implemented and what will be accomplished by this investment. (1,000 Char. Max)

The Austin Urban Area (AUA) recognizes that meeting homeland security goals requires a secure, collaborative environment where open source and intelligence data from government, law enforcement agencies and private industry can be analyzed and readily disseminated to all partners.

This investment will create an all-hazards Fusion Center to serve the central Texas region, focusing on criminal enterprises that foster terrorism, organized crime, and violence. Collaborative information gathering will result in near real time analysis and threat/risk assessment to prevent and disrupt criminal activity. Participation in the Fusion Center will be open to all public safety and public health agencies in the AUA.

Success of this investment means that critical, mission dependent decisions will be based on solid analysis from intelligence. The AUA requests funding for four trained civilian analysts, lease funding for the fusion center facility, and related technology start up costs.

I.C. - Baseline - Description

Provide a summary description of the current state of this investment, its objectives, and any outcomes that will be completed prior to the application of FY08 HSGP funds. Include in this description whether this is a new investment or an investment in maintenance/sustainment. Describe the capability gap(s) that this investment is intended to address. (2,500 Char. Max)

Current State:

Austin Urban Area (AUA) first received its UASI designation in 2008, therefore this is a new investment for the region.

City of Austin has two detectives assigned to the Joint Terrorism Task Force (JTTF). Austin, as the largest city in the region, maintains a separate records management system from the two major counties, Travis and Williamson, and from City of Round Rock. Currently, access to these systems is obtained through informal networks. Intelligence information is obtained through these networks and shared with law enforcement representatives in the AUA as needed.

The fusion center will allow the jurisdictions to leverage federal information networks and state and local databases by providing a regional data sharing platform.

Capability Gaps Addressed (New Investment)

The fusion center will:

- Leverage limited intelligence resources of individual public safety and public health agencies and allow all to benefit from investments in systems that can collect and analyze intelligence gathering;
- Be an effective means of evaluating and communicating multidisciplinary information between agencies/organizations;
- Gather intelligence into capabilities, intentions, and actions of criminal enterprises, terrorist groups, and individuals posing a threat to the AUA, and;
- Through this "actionable intelligence," prevent and disrupt their operations.

If this investment is not funded, the AUA will have limited resources to develop intelligence for the region's public safety and public health agencies. The ability to maximize resources of the JTTF and the State's Intel Center at the Department of Public Safety will be limited.

Austin Police Department and its participating partner agencies lack civilian crime analysts to work with law enforcement intelligence officers within their agencies and among partner agencies. UASI funding will allow jurisdictions to co-locate staff to facilitate information sharing. Because no single agency has all of the information needed for effective intelligence analysis, interlocal agreements will be developed to outline data sharing rules and requirements as we work together in building the regional data sharing platform. The ultimate benefit of the fusion center will be the dissemination of actionable intelligence that local law enforcement and its state and federal partners will use to disrupt criminal enterprises that threaten and harm our region.

II. Strategy - Investment #1

II.A. - Strategy - State Preparedness Report

Explain how this Investment supports initiatives in the State Preparedness Report. Please reference relevant page numbers in the State Preparedness Report. (Part of overall Investment 15,000 Char. Max)

National Priorities supported:

- National Priority 4: Strengthen Information Sharing and Collaboration (SPR p.47)

State Priorities supported:

- State Priority 5: Improve Public Safety and Security Response (SPR p.132)

SPR Initiatives supported:

NP4-1: Sustain Statewide Operation of TDEX and Increase the Number of Users (SPR p.52)

- The Texas State Preparedness report includes progress made towards the goals and objectives of counter-terror investigations and law enforcement capability. This project involves interfacing local law enforcement records with a statewide database. The Travis County Sheriff's Office and the Austin Police Department are currently TDEX users and will continue to utilize TDEX at the Fusion Center. The AUA anticipates that agencies participating in the fusion center will also use this resource.

NP4-2: Sustain and Enhance the State-level Fusion Center (SPR p.53)

- The State Fusion Center is located at the Department of Public Safety (DPS) headquarters and is the primary state-level intelligence and information sharing node. The Austin-Area Fusion Center will support the statewide effort by linking to this State-level center and sharing information with the newly consolidated criminal intelligence service.
- The Austin-Area Fusion Center, as part of the project planning, will invite a representative from the State Fusion Center to participate on the AUA Law Enforcement Subcommittee and will provide office space for a DPS analyst at the Austin-Area Fusion center.

NP4-3: Sustain and Enhance Existing Urban Area Fusion Centers and Add Additional Centers (SPR p.53)

- This is a key initiative. The State anticipates that the fusion centers in Houston and Dallas will continue to increase their capabilities and that fusion centers will be operational in all DHS-designated urban areas in Texas (SPR pp.53-54).
- The Austin-Area Fusion center will engage in a comprehensive planning process utilizing the FY 2008 Homeland Security Grant Fusion Capability Planning Tool to ensure that the management/governance structures, data collection procedures, situational awareness activities and data analysis and dissemination activities meet fusion center operational standards.
- Included in this investment justification are resources to contract with a private sector company that has unique experience in leveraging advanced technology and best practices for fusion centers. The Austin Police Department has already conducted a site visit with the Houston Fusion Center and will continue to gather best practices as we proceed in the regional planning of this critical prevention investment.

II.B. - Strategy - Homeland Security Strategy goals and objectives

Explain how this investment supports the State/Territory/Urban Area Homeland Security Strategy goals and objectives. Please reference relevant goal and objective numbers in the State/Territory/Urban Area Homeland Security Strategy. (Part of overall investment 15,000 Char. Max)

Texas Homeland Security Strategic Plan (THSSP) Goals:

1. Prevent Terrorist Attacks
2. Reduce Vulnerability
3. Respond and Recover

This investment supports Goal 1 of the THSSP, "Prevent Terrorist Attacks," and, more specifically, the following objectives:

Objective 1.1: Establish a statewide criminal intelligence capability that reduces the threat from terrorism and crime.

- As noted in the State strategic plan, "preventing terrorists acts is the number one homeland security priority in the State of Texas. Prevention encompasses all efforts to detect terrorists, deter their activities, deny access to support structures and stop an attack before it can occur." The focus of the prevention effort must be a robust investigative and intelligence capability. The AUA has a multitude of threats that it must be prepared to address.
- Austin is the capital city for the State and has garnered the interest of both international and domestic terrorist groups. The three major groups potentially linked to terrorist activity are white supremacist groups, Islamic terrorist groups, and anarchists.
- The Skinheads, or the modern day Klan, chose Austin as the site for one of their state rallies. Austin-Area law enforcement utilized intelligence information to ensure that the organization was not successful in perpetrating violence in Austin and law enforcement continues to monitor this organization's links to criminal activity. The hideous 1998 murder of James Byrd in Jasper, Texas is a prime example of the real threat posed by extremist groups such as the Skinheads.
- Austin is home to one of the largest research universities in the United States with a student population of over 50,000. Of this student population, almost 10% (4,550) are foreign born. Having one of the most diverse student populations in the country is one of its many strengths, but it also makes it a target for terrorism. The Austin-Area Fusion center will work with the University of Texas Campus Police to ensure the safety of students in the region and to proactively address any threats posed by individuals linked to extremist groups.
- Border security also requires special consideration. Terrorist and organized crime groups view illegal entry as more

advantageous than legal entry. Numerous smuggling rings have been identified in Austin which requires local law enforcement coordination with federal authorities. While these organizations have typically smuggled individuals into Texas from Mexico, alien smuggling rings create channels for weapons of mass destruction and other contraband that pose a public safety threat. The Austin-Area Fusion Center, in concurrence and collaboration with the Border Security Operations Center and the Border Area Joint Operations Intelligence Centers, must be prepared to gather intelligence on these illegal rings and their organized crime linkages so they can be prevented from carrying out this activity.

- The State of Texas is also vulnerable to natural disasters. The Austin-Area Fusion Center is committed to an all crimes and all hazards approach to homeland security as this region is susceptible to major flooding, wildfires and tornado activity. The Fusion center can assist with a well-organized and coordinated state and local homeland security program should this need arise.

Objective 1.2: Ensure a robust investigative capability to address terrorism and all terror-related matters.

- Priority Actions under this objective establish an integrated, multi-agency counterterrorism investigative capability throughout the state, and a network of human sources that can provide detailed and relevant information on known suspected terrorists or organizations providing direct material support to terrorists, and criminal enterprises indirectly supporting terrorists.

- The Austin-Area Fusion Center addresses both of these objectives. As noted in the THSSP, Austin is one of the major cities in Texas with a full-scale Joint Terrorism Task Force (JTTF). Local jurisdictions in the Austin Area currently do not have access to information from the JTTF and the Austin-Area Fusion Center will facilitate this information exchange. The AUA recognizes that there are myriad data sources that can be used to gather intelligence and that this process requires time and manpower. Included in this investment is the technology needed to conduct data mining and knowledge discovery from a variety of sources including driver's license information, motor vehicle registration data, criminal justice systems, the State gang database, commercial airline records, and local and State leads and tips. Also included is the first phase of a regional data-sharing network.

- The regional data exchange program will support the fusion center by serving as scalable technology framework for data interoperability. The project will serve the entire AUA. This framework will facilitate the exchange of information between various systems, both internal and external to each jurisdiction, which currently operate in isolation. As a result, situational awareness from the day-to-day public safety and emergency management perspectives will be greatly enhanced.

- The project will also introduce an interactive portal to the framework so layers of data can be viewed and filtered from any location with a secure Internet connection. Currently, each jurisdiction in the area deploys various disparate systems inside their private networks. This project will create a trusted, secure, and reliable information exchange between disparate systems throughout the region, providing authorities with more complete information so the right person will have access to the right information at the right time.

- It is imperative for each jurisdiction, and for the departments within each jurisdiction, to have the ability to select their preferred departmental systems. However, this leads to the implementation of proprietary, closed-vendor platforms and technologies. This project allows departments and jurisdictions to select the systems that work best for their individual agency needs while creating the ability for information to be shared easily and securely across systems. This technology investment in the Austin-Area Fusion Center will help achieve the State's goal of an integrated, multi-agency counterterrorism investigative capability.

II.C. - Strategy - Target Capabilities

Select one primary and up to four secondary Target Capabilities that this Investment supports. For the primary Target Capability selected, provide an explanation of how it is supported by this Investment.

Primary Target Capability: Intelligence and Information Sharing and Dissemination

Primary Target Capability Narrative:

The Fusion Center addresses the Primary Target Capability by leveraging existing intelligence resources and identifying intelligence gaps. The Fusion Center will fill these gaps. By addressing this target capability, the AUA will also meet the funding allocation requirement of 25% towards law enforcement terrorism prevention-oriented planning, organization and equipment activities.

Secondary Target Capability 1: Counter-Terror Investigation and Law Enforcement
Secondary Target Capability 2: Epidemiological Surveillance and Investigation
Secondary Target Capability 3: Information Gathering and Recognition of Indicators and Warnings
Secondary Target Capability 4: Intelligence Analysis and Production

II.D. - Strategy - National Priorities

Select the National Priority(ies) that this Investment supports; up to four may be selected.

National Priority 1: Expanded Regional Collaboration
National Priority 2: Strengthen Information Sharing and Collaboration Capabilities

III. Implementation - Investment #1

III.A. - Funding Plan

Provide the total estimated cost for the FY08 HSGP period of performance for this investment by completing the following table:

- For each solution area that has an associated FY08 HSGP funds request, provide a brief summary of the planned expenditures (including personnel)

- If this investment uses other funding sources, identify the funding source and provide a brief summary of how those funds will be applied

	FY 2008 Homeland Security Grant Program Request				FY08 HSGP Request Total	Other Funding Sources Applied			Grand Total
	SHSP	UASI	MMRS	CCP		Other 1	Other 2	Other 3	
Planning		\$50,000			\$50,000				\$50,000
Organization		\$1,043,320			\$1,043,320	\$171,109	\$1,379,397		\$2,593,826
Equipment		\$709,000			\$709,000				\$709,000
Training		\$10,000			\$10,000				\$10,000
Exercises									
Total		\$1,812,320			\$1,812,320	\$171,109	\$1,379,397		\$3,362,826

Planning Summary: Planning costs include a consulting contract in the amount of \$50,000. The consultant will have worked with established fusion centers and will advise on procedures and technology solutions for the center.

Organization Summary: Organization costs include \$175,000 per year in lease space for a 2.5 year period totaling \$437,500. Also included in organizational cost is \$575,820 in personnel for the City of Austin, the City of Round Rock and Travis County Sheriff's Office to hire intelligence analysts for a 2.5 year time period. The City of Austin has requested 1 analyst. Also included is \$30,000 for data mining tools.

Equipment Summary: Telephone/data infrastructure:

- Computers \$40,000
 - Office furniture \$80,000
 - Telephone \$16,000
 - Data equipment \$16,000
 - Cabling & fiber \$77,000
 - Door access \$45,000
 - Security cameras \$45,000
- Total \$319,000

Servers/software for phase 1 of data sharing network
Total \$390,000

Total Equipment \$709,000

Training Summary: Training has been included for the 4 analysts for a minimum of 2 trainings per year per analyst. Also included is training for the analysts on use of data analysis tools for the center.

Exercises Summary: Exercise funding is not included and may be included in future phases of the fusion center investment.

Other Funding Source #1: In-kind contribution - current TCSO Intelligence personnel will be assigned to the Center.

Other Funding Source #2: In-kind contribution - current APD Intelligence personnel will be assigned to the Center.

Other Funding Source #3: NA

III.B. - Milestones

Provide descriptions for up to 10 milestones and the associated key activities that lead to the milestone event over the FY08 HSGP period of performance. Start dates should reflect the start of the associated key activities and end dates should reflect when the milestone event will occur. Sustainment investments must identify at least one milestone and describe the maintenance and sustainment activities associated with the investment. (500 char. max per milestone)

Milestone 1 (10/01/2008 - 02/01/2009)

Begin Fusion Center Capability Planning Process. Identify Project Manager and Financial Manager, develop timeline, statement of work, and preliminary standard operating procedures.

Milestone 2 (10/01/2008 - 01/01/2009)

Develop contract for consultant to assist in the planning process.

Milestone 3 (01/01/2009 - 03/01/2009)

Hire consultant for fusion center project.

Milestone 4 (01/01/2009 - 03/01/2009)

Employment of Analytical Staff from Austin PD, Round Rock PD, and Travis County Sheriff's Office.

Milestone 5 (03/01/2009 - 06/01/2009)

Training of Analytical Staff.

Milestone 6 (12/01/2008 - 03/01/2009)

Contract for Fusion Center location.

Milestone 7 (04/01/2009 - 09/01/2009)

Build-out of Fusion Center location and move in.

Milestone 8 (04/01/2009 - 07/01/2009)

Simultaneous stakeholder kick off and technology planning.

Milestone 9 (06/03/2009 - 12/03/2009)

Develop contract for technology solution (regional platform) and begin technology implementation (phase 1).

Milestone 10 (09/01/2010 - 12/31/2010)

Evaluation of year 1 of fusion center project and assessment of attainment of Fusion center capabilities.

III.C. - Project Management

Describe the management team roles and responsibilities, governance structures, and subject matter expertise specifically required by this investment. (Part of overall investment 15,000 Char. Max)

Project Management:

- The Project Manager will be Austin Police Department Assistant Chief David Carter. The decision making bodies for this investment are the Austin/Round Rock UA Law Enforcement Subcommittee and the Fusion Center Working Group.
- Austin Police Department Assistant Chief David Carter chairs the Austin/Round Rock UA Law Enforcement Subcommittee that will be involved in the extensive planning and implementation of the fusion center.
- Agencies from all three counties and local jurisdictions assigning staff to the fusion center will sign a Memorandum of

Understanding joining the executives of each participating agency in the effort to support regional intelligence analysis and dissemination.

Grant management and oversight will be provided by the City of Austin Office of Emergency Management which will manage the Austin/Round Rock UASI grant program.

- The proposed technology will be managed by City of Austin with support from City of Round Rock under guidance of the Austin/Round Rock UA Law Enforcement Subcommittee.

III.D. - Investment Challenges

List and describe up to three potential challenges to effective implementation of this Investment over the entire FY08 HSGP period of performance. For each identified challenge, provide a brief description of how the challenge will be mitigated, and indicate a probability of occurrence (high, medium, low), and level of impact should it occur (high, medium, low).

Challenge 1:

A potential challenge is locating qualified analysts for the Center.

Probability: Low Impact: High

Mitigation Strategy:

The probability of this challenge is low as the City of Austin currently has at least one analyst who meets the qualifications to serve in the Fusion Center.

Challenge 2:

Finding a suitable location to house the Fusion Center.

Probability: Medium Impact: High

Mitigation Strategy:

The AUA will attempt to use City of Austin owned facilities to house staff members in the Fusion Center. If we are not successful, grant funding has been included to ensure that leased space can be secured.

Challenge 3:

Information sharing from disparate databases.

Probability: Medium Impact: High

Mitigation Strategy:

One of the major capabilities that a fusion center must have is the ability to access a multitude of systems. This information sharing can be a problem but we have identified a technology solution (the Exchange network) that will help mitigate this impediment.

IV. Impact - Investment #1

IV.A. - Impact

What outputs and outcomes will indicate that this Investment is successful at the end of the FY08 HSGP period of performance? (Part of overall Investment 15,000 Char. Max)

Outputs:

Meeting grant deliverables such as the successful hiring and training of intelligence analysts, operation procedures for the center, and completion of planning phase leading to successful implementation.

- Research, identification, and implementation of technology for secure data mining, data interoperability, and data sharing.

Outcomes:

- This is a high impact investment. The success of the fusion center will allow us to enhance our capabilities to ensure that regional users have access to actionable intelligence to address threats to our region.

IV.B. - Sustainability

What is the long-term approach to sustaining the capabilities created or enhanced by this investment, or explain why this investment will not be sustained? (Part of overall investment 15,000 Char. Max)

Sustainability:

The participating jurisdictions will enter into an MOU that specifies the long-term commitment to the center. This commitment includes retaining the intelligence analysts at least 2 years after the UASI grant term ends and committing in-kind investigative resources to the center.

V. Optional Attachments - Investment #1
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V.A. - Optional Attachments

As part of the FY08 HSGP Investment Justification, applicants have the option of including graphic file attachments, such as organizational charts, with their application. Attachments supporting this application MUST be submitted through www.grants.gov as separate files when submitting the final Investment Justification grant application.

The following graphics file types are the only formats that will be recognized by the system: .jpg, .jpeg, .jiff, .jpe, .png, .gif.

If you choose to include an optional attachment that will be uploaded to www.grants.gov for this investment, please provide the following information in the text box below (500 Char. Max):

- The file name
- The file extension (e.g., .jpg, .gif)
- The relevancy this attachment has to this investment

The Austin Urban Area Working Group Structure. The file extension is doc. This document is required to be attached to the complete UASI application per the FY 2008 Homeland Security Grant Guidance and Application Kit (page 31).

Please note the total number of attachments that will be submitted via grants.gov for this investment (0-99): 1

(End of Investment #1.)