

JAN 27 2020

Approved

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

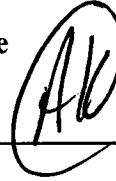
SUBMITTED BY: Sheriff Adam King

TODAY'S DATE: 01/13/2020

DEPARTMENT: Johnson County Sheriff's Office

SIGNATURE OF DEPARTMENT HEAD: X

X



REQUESTED AGENDA DATE: 01/27/2020

SPECIFIC AGENDA WORDING

Request court to review and approve the Master Interlocal Purchasing Agreement, "North Texas Share", with NCTCOG. The Interlocal Agreement is in reference to SWAT Night Vision Goggles, which is equipment only grant in the amount of \$36,000.00. The equipment is 100% funded and of no cost to Johnson County. Also request for approval for Judge to sign.

PERSON(S) TO PRESENT ITEM: Sheriff Adam King

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 5 min

ACTION ITEM: XX

WORKSHOP: _____

(Anticipated number of minutes needed to discuss item) **CONSENT:** _____

EXECUTIVE: _____

STAFF NOTICE:

COUNTY ATTORNEY: review

IT DEPARTMENT: _____

AUDITOR: _____

PURCHASING DEPARTMENT: _____

PERSONNEL: _____

PUBLIC WORKS: _____

BUDGET COORDINATOR: _____

OTHER: _____

*****This Section to be Completed by County Judge's Office*****

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____

Date _____

MASTER INTERLOCAL PURCHASING AGREEMENT

THIS MASTER INTERLOCAL AGREEMENT (“ILA”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the North Central Texas Council of Governments, hereinafter referred to as “NCTCOG,” having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and Johnson County, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as “Participant,” having its principal place of business at 1102 E. Kilpatrick Ste A, Cleburne, TX 76031

WHEREAS, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, NCTCOG has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, Participant has represented that it is an eligible entity under the Act, that it is authorized to enter into this Agreement on 01/27/2020 (Date), and that it desires to contract with NCTCOG on the terms set forth below;

NOW, THEREFORE, NCTCOG and the Participant do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Participant represents and warrants to NCTCOG that (1) it is eligible to contract with NCTCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: SCOPE OF SERVICES

The Participant appoints NCTCOG its true and lawful purchasing agent for the purchase of certain products and services (“Products” or “Services”) through the **North Texas SHARE** program. Participant will access the Program through **www.NorthTexasSHARE.org**. All purchases under this Agreement shall comply with applicable Texas competitive bidding statutes as well as the specifications, contract terms and pricing applicable to such purchases. NCTCOG may also serve as a coordinating agent to administer the use of eligible Participant contracts to other participants of North Texas SHARE. The eligibility of such contracts will be determined by incorporation of coordinating agent authorization in Participant’s solicitation documents. Title to all products purchased under the North Texas SHARE program shall be held by Participant unless otherwise agreed. Nothing in this Agreement shall preclude the Participant from purchasing Products and/or Services offered in the North Texas SHARE program directly from the vendor/supplier.

ARTICLE 3: PAYMENTS

Upon delivery of goods or services purchased and presentation of a properly documented invoice, the Participant shall promptly, and in any case within thirty (30) days, pay the contracted provider the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall NCTCOG have any financial liability to the Participant for any goods or services Participant purchases through the North Texas SHARE program.

ARTICLE 4: PERFORMANCE PERIOD

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with Article 6 below. Any modification of this Agreement must comply with the requirements of Article 5 below.

ARTICLE 5: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. NCTCOG reserves the right from time to time to make changes in the scope of products and services offered through the North Texas SHARE program.

ARTICLE 6: TERMINATION PROCEDURES

NCTCOG or the Participant may cancel this Agreement for any reason and at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligation of the Participant to pay for any Service and/or Products purchased under this Agreement, shall survive such cancellation, as well as any other Participant costs incurred prior to the effective date of the cancellation.

ARTICLE 7: APPLICABLE LAWS

NCTCOG and the Participant agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 8: DISPUTE RESOLUTION

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process before resorting to litigation.

ARTICLE 9: MISCELLANEOUS

- a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Tarrant County, Texas.
- b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

- d. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
- e. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.
- f. This Agreement and any attachments/addendums, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

North Central Texas Council of Governments
 North Texas SHARE
 616 Six Flags Drive, Arlington, Texas 76011

Johnson County

Name of Participant Agency

 NCTCOG Executive Director or Designee

1102 E. Kilpatrick Ste A

Mailing Address

 Signature of Executive Director or Designee

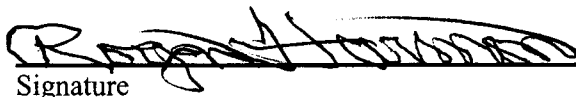
Cleburne, TX 76031

City State Zip

 Date

Roger Harmon, County Judge

Name and Title of Authorized Official or Designee


 Signature

January 27, 2020
 Date

North  Texas
SHARE
Your Public Sector Solutions Center

For NCTCOG Use Only

ILA No: _____

- d. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
- e. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.
- f. This Agreement and any attachments/addendums, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

North Central Texas Council of Governments
North Texas SHARE
616 Six Flags Drive, Arlington, Texas 76011

Deputy Exec Director
NCTCOG Executive Director or Designee

[Signature]
Signature of Executive Director or Designee

2/13/2020
Date

Johnson County

Name of Participant Agency

1102 E. Kilpatrick Ste A
Mailing Address

Cleburne, TX 76031
City State Zip

Roger Harmon, County Judge
Name and Title of Authorized Official or Designee

[Signature]
Signature

January 27, 2020
Date

North Texas SHARE

Your Public Sector Solutions Center

You are here: [Home](#) / [Available Contracts](#) / [Night Vision Devices – NVD](#)



Contract #NCT-2017-34

Contract Effective Date: 2/22/2019

Contract Expiration Date: 2/25/2020

Program Highlights

Own the night with products from Night Vision Devices, Inc!

We are proud to make available the very same technology used by the United States Department of Defense to SHARE Participants at the most competitive rate in the country! Combat-proven, these PVS 14 units are the top-tier solution for today's first responders. Going one step further, these units come standard with White Phosphor Image Intensifiers, making them the best option available on the market today.

Highlights of this contract include:

- 3rd Generation PVS-14 & Accesories
- Automatic Brightness Control (Autogated) with Adjustable Single Gain Control.



Your Public Sector Solutions Center

Night Vision Devices – NVD

Night Vision Devices is the source for the highest quality US manufactured night vision binoculars, monoculars, weapon sights, night vision parts and service.

Entities wishing to participate must first complete an [ILA](#) with North Texas SHARE, a program of NCTCOG, to access these products/services. Has your entity already completed an ILA? Please click [here](#) to view a current list of participating entities.

Ready to Purchase?

If you have not already completed an [Interlocal Agreement](#), please complete the form and submit it [via these instructions](#). To see if your organization has already completed an ILA, view the list of [participating organizations](#).

Order Form

Once you have a Order created, please provide a courtesy copy of the Order Form to [North Texas SHARE](#).

To request more information about available products, please contact the dedicated SHARE Government Sales Manager with Night Vision Devices.

John Lesniak
Sales Manager
P: (610) 395-9743
John.Lesniak@nvdevices.com

Contract Information

Order Form

[Night Vision Devices – Contract \(Master Services Agreement\)](#)

[Night Vision Devices – Contract Extension](#)

[NCTCOG/SHARE Executive Board Approval](#)

[Vendor Representative: John Lesniak](#)

P. (610) 395-9743

[Pvs 14 Night Observation Devices and Accessories Request For Proposals](#)



(https://nvdevices.com)

PRODUCTS ▾

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PVS-14 NIGHT VISION MONOCULAR

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PRODUCTS ▾

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(<https://nvdevices.com/content/uploads/2015/06/pvs-14-11.jpg>)

CONTACT US
([HTTPS://NVDEVICES.COM/CONTACT-US/](https://nvdevices.com/contact-us/))



PRODUCT DESCRIPTION >

\$3,195.00 – \$4,195.00

Standard Accessories: Soft Carry Case, Operator's Manual, (2) AA Batteries, Demist Shield, Sacrificial Filter for Objective Lens, Head/Helmet Mount Adapter (J-arm), Head-mount Assembly with 3 Brow Pads, Lens Tissue, Neck Cord, Eye-Cup, and Front Lens Cap.

Optional Accessories: Picatinny Rail Weapon Mount, Shuttered Eyeguard, Hard Case, 3X Magnifier, 5X Magnifier, Compass Assembly, PASGT Helmet Mount, MICH Helmet Mount, and Camera Adapter.

MODEL #

Choose an option

SKU: PVS-14

Categories: Monoculars (<https://nvdevices.com/product-category/night-vision/monoculars/>), Night Vision (<https://nvdevices.com/product-category/night-vision/>)

Tag: Night Vision Monocular (<https://nvdevices.com/product-tag/night-vision-monocular/>)



NIGHT VISION
([HTTPS://NVDEVICES.COM/PRODUCT-CATEGORY/NIGHT-VISION/](https://nvdevices.com/product-category/night-vision/))
(<https://twitter.com/share?url=https://nvdevices.com/product-category/night-vision/monoculars/pvs-14-night-vision-monocular/&text=PVS-14%20Night%20Vision%20Monocular>)



THERMAL
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(<http://www.facebook.com/share?url=https://nvdevices.com/product-category/night-vision/monoculars/pvs-14-night-vision-monocular/>)



Cart: \$0.00

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PRODUCTS

PARTS & SERVICE



([HTTPS://NVDEVICES.COM/PARTS-SERVICE/](https://nvdevices.com/parts-service/))

(mailto:enteryour@addresshere.com?subject=PVS-14%20Night%20Vision%20Monocular&body=Check%20this%20out:%20https://nvdevices.com/products/night-vision/monoculars/pvs-14-night-vision-monocular)

CONTACT US

([HTTPS://NVDEVICES.COM/CONTACT-US/](https://nvdevices.com/contact-us/))

DESCRIPTION SPECIFICATIONS RETURNS & DELIVERY

DESCRIPTION

The PVS-14 Night Vision Monocular is the current military issue night vision goggle for the US armed forces. It is also the preferred choice of many foreign (NATO) forces. Produced by the hundreds of thousands, the 14 will continue to march on for many years to come.

The PVS-14 is the all around best multi functional night vision monocular available. Head or helmet mounted, the PVS-14 allows the user to retain their night adapted vision in one eye while viewing their surroundings through the illuminated eyepiece of the PVS-14. The new battery housing completes the perfect package by allowing the user to power off the unit when in an upright position and power on when flipped down.

Another strength is its ability to be weapon mounted behind most collimated daylight aimers and Reflex sights such as the ACOG, Aimpoint and EO Tech systems. This allows the user the ability to use their PVS-14 both as a night vision monocular for increased mobility and tactical awareness and as a short range weapon sight.

Gain control gives the user the ability to increase or decrease the tube gain. Under extremely dark conditions, gain control allows the user to adjust the gain upward, giving a better image. Under high light conditions, details can be washed out due to an excess of light. Lowering the system gain can allow those details to be better seen. Additional features of the PVS-14 include an infrared LED with LED indicator and a low battery indicator.

With our expansive capabilities and strategic partnerships, we are able to custom build any of our NVD manufactured products with Image Intensifiers from either Elbit Systems of America®, Photonis®, or L3®. This includes green and white phosphor and thin or un-filmed image tubes.

This system complies with MIL-PRF-49324(CR), MIL-PRF-49427(CR) and MIL-STD-810G.

With more than one million systems fielded by the DOD and Armies around the world, the PVS-14 is the all around best multi-functional night vision monocular available. Parts & service for this system will be available for another 25+ years.

NIGHT VISION

([HTTPS://NVDEVICES.COM/PRODUCT-CATEGORY/NIGHT-VISION/](https://nvdevices.com/product-category/night-vision/))

THERMAL

([HTTPS://NVDEVICES.COM/PRODUCT-CATEGORY/THERMAL/](https://nvdevices.com/product-category/thermal/))



Cart: \$0.00
(<https://nvdevices.com/cart/>)



Agency Name: Johnson County
Grant/App: 3532901 **Start Date:** 10/1/2019 **End Date:** 9/30/2020

Project Title: 2019 SHSP - Johnson County - SWAT Equipment Enhancement
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
756001030

Application Eligibility Certify:
Created on:1/3/2018 12:46:28 PM By:Troy Fuller

Profile Information

Applicant Agency Name: Johnson County
Project Title: 2018 SHSP - Johnson County - SWAT Equipment Enhancement
Division or Unit to Administer the Project: Johnson County SWAT Team
Address Line 1: 1102 E. Kilpatrick St. Ste A
Address Line 2:
City/State/Zip: Cleburne Texas 76031
Start Date: 10/1/2019
End Date: 9/30/2020

Regional Council of Governments(COG) within the Project's Impact Area: North Central Texas Council of Governments

Headquarter County: Johnson
Counties within Project's Impact Area:

Grant Officials:

Authorized Official

User Name: Roger Harmon
Email: countyjudge@johnsoncountytexas.org
Address 1: 2 North Main
Address 1:
City: Cleburne, Texas 76033
Phone: 817-556-6360 Other Phone:
Fax: 817-556-6359
Title: The Honorable
Salutation: Judge
Position: County Judge

Project Director

User Name: Troy Fuller
Email: troy@johnsoncountytexas.org
Address 1: 1102 E. Kilpatrick
Address 1:
City: Cleburne, Texas 76031
Phone: 817-556-6058x227 Other Phone: 817-240-6793
Fax: 817-556-6051
Title: Mr.
Salutation: Captain
Position: Criminal Investigations Commander

Financial Official

User Name: Barbara Huneidi
Email: bhuneidi@johnsoncountytexas.org
Address 1: 2 NORTH MAIN ST
Address 1:

City: CLEBURNE, Texas 76033
Phone: 817-556-6307 Other Phone: 817-556-6305
Fax: 817-556-6075
Title: Ms.
Salutation: Ms.
Position: Grants Auditor

Grant Writer

User Name: Meredith Nurge
Email: mnurge@nctcog.org
Address 1: P.O. Box 5888
Address 1:
City: Arlington, Texas 76005
Phone: 817-640-7318 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Emergency Preparedness Specialist

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide homeland security services
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 756001030
Data Universal Numbering System (DUNS):

Narrative Information

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

State Homeland Security Program (SHSP) - Law Enforcement Terrorism Prevention Activities (LETPA):

Supports state, tribal and local preparedness activities that continue to build law enforcement capabilities to prevent terrorist attacks and support critical prevention and protection activities. All LETPA investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP-LETPA projects must assist grantees in achieving target capabilities related to preventing, preparing for, or protecting against acts of terrorism.**

Eligibility Requirements

National Incident Management System (NIMS) Implementation

Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)

Cities and counties must have a current emergency management plan or be a legally established member of an

inter-jurisdictional emergency management program with a plan on file with the Texas Department of Public Safety, Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period and must be at least at the Intermediate Level. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@dps.texas.gov.

Criminal History Reporting Entities receiving funds from HSGD must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 60*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Uniform Crime Reporting (UCR) Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety (DPS) for inclusion in the annual Uniform Crime Report (UCR). To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year.

Program Requirements

Building and Sustaining Core Capabilities

Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

Mission Areas

The National Preparedness Goal organizes the core capabilities into the five mission areas:

- **Prevention.** Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- **Protection.** Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- **Mitigation.** Reduce the loss of life and property by lessening the impact of future disasters.
- **Response.** Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- **Recovery.** Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

Law Enforcement Terrorism Prevention Activities (LETPA)

The state is responsible for ensuring that at least 25 percent (25%) of the combined HSGP funds allocated under SHSP and UASI are dedicated towards law enforcement terrorism prevention activities, as defined in 6 U.S.C. 607.

Grant projects must be consistent with the Federal Emergency Management Agency (FEMA) Information Bulletin (IB) 412 which discusses eligible activities outlined in:

- a. The National Prevention Framework;
- b. The National Protection Framework where capabilities are shared with the prevention mission area;
- c. Section 2006 of the Homeland Security Act of 2002, as amended; and
- d. The FY 2007 Homeland Security Grant Program Guidance and Application Kit.

Activities eligible for use of LETPA focused funds include but are not limited to: Maturation and enhancement of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and training/hiring of intelligence analysts. Coordination between fusion centers and other analytical and investigative efforts. Implementation and maintenance of the Nationwide Suspicious Activity Reporting (SAR) Initiative. Implementation of the "If You See Something, Say Something" campaign to

raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners. Increased physical security, through law enforcement personnel and other protective measures, by implementing preventative and protective measures at critical infrastructure sites or at-risk nonprofit organizations.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure HSGD approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after HSGD's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless HSGD authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the HSGD award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Certification

Each applicant agency must certify to the specific requirements detailed above as well as all requirements within the HSGD Funding Announcement, the eGrants application, the OOG's Guide to Grants, and the OOG's Grantee Conditions and Responsibilities to be eligible for this program.

X I certify to all of the application content and requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

This regional project will assist in building and sustaining NIMS-typed resources, Special Weapons and Tactics (SWAT) teams throughout the NCTCOG region. A survey of all North Central Texas SWAT teams that participated in the 2013 Urban Shield Exercise and the Big X 2016 Exercise identified several teams without night vision capability for operating in low light or no light environments. This project will enhance terrorism and criminal activity response for SWAT teams throughout the region by funding the purchase of night vision goggles capable of allowing SWAT personnel to operate safely in low light or no light conditions to protect officers and citizens when dealing with coordinated and complex terroristic attacks, hostage situations, and other criminal activity.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

Over 6 million people live in the North Central Texas (NCT) region. NCT encompasses the 4th busiest and 2nd largest airport in the US, four mass transit entities, internationally renowned sporting/special event venues, a military reserve base, hundreds of international businesses, and a prominent economic and finance hub. As terrorist targets, their close proximity and location in densely populated areas could create a devastating series of cascading events if attacked. Other hazards in NCT, many of which have the potential to be terrorist-induced, include wildfires, HAZMAT spills, chemical releases, train derailments, natural gas line explosions, gang violence, and public health incidents. These examples illustrate the critical infrastructure and key resources that are subject to terrorism threats, and create a critical need for SWAT teams with the capability to operate safely and securely in periods and environments of low or no light to protect officers and citizens during terrorist attacks, hostage rescue situations, or active shooter incidents. Interdiction and Disruption - Page 62 of Regional THIRA

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

A survey of all North Central Texas SWAT teams that participated in the 2013 Urban Shield Exercise and the Big X 2016 Exercise identified several teams without a night vision capability. This regional project will assist regional Special Weapons and Tactics (SWAT) teams in preventing, preparing for, and protecting against acts of terrorism.

This project will enable SWAT teams to be better prepared for a terrorism Incident occurring in low light to no light conditions, which may ultimately prevent acts of terrorism. The night vision will also prevent injury and loss of life in the event of a terrorism incident by allowing SWAT teams to operate safely to protect officers and citizens when dealing with coordinated and complex terrorist attacks. SWAT teams will be better prepared for terrorism incidents by having the equipment and by utilizing the equipment during exercises.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR). The Johnson County Sheriff's Office SWAT team currently has no operational night vision goggles and needs a minimum of 12 (12) night vision goggles to have two fully operational teams with enhanced capability for operating in low light or no light conditions. Interdiction and Disruption - Page 21 of Regional State Preparedness Report (SPR)

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps. The goal of this project is to fund the purchase of enough night vision goggles to outfit one complete SWAT response element for the Johnson County Sheriff's Office SWAT Team. The objective is to provide the Johnson County Sheriff's Office SWAT Team with the capability to operate safely and securely in low light or no light conditions when necessary in response to coordinated and complex terrorist attacks, hostage rescue situations, and active shooter incidents, or other criminal activity.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. *1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.*)
 4.1.1 Develop a regionally focused multi-discipline, all hazards response system that ensures each region statewide has the necessary response teams and resources.

Target Group :

Identify the target group and population expected to benefit from this project. The Johnson County Sheriff's Office SWAT team provides hazardous operations response for the unincorporated areas of Johnson County, and provides support to the other municipalities located within Johnson County. Johnson County is 725 square miles with a population of approximately 163,274.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable. The Johnson County shall be responsible for any training, maintenance, or any additional optional equipment costs for the night vision goggles outside of the purchase costs allowed by this grant. The Johnson County shall be responsible for replacement of the night vision goggles upon damage, destruction or obsolescence.

Project Activities Information

HSGP Instructions for Project Activity Selection

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Sustaining Special Response Teams and First Responder Capabilities	100.00	The purchase of 12 night vision goggles for use in operating in low light or no light conditions to assist in the prevention and protection of terrorist attack, tactical movement, hostage rescue, active shooter incidents.

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of exercises conducted.	0
Number of individuals participating in exercises.	0
Number of people trained.	0
Number of Special Response Team personnel provided with new or updated equipment.	12
Number of Special Response Teams created, maintained or enhanced.	1
Number of trainings conducted.	0

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
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Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
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Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
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Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to OOG/HSGD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update HSGD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to HSGD.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by going to the **Upload.Files** tab and following the instructions on Uploading eGrants Files.

Contract Compliance

Will HSGD grant funds be used to support any contractual or professional services?

Select the Appropriate Response:

- Yes
 No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

N/A

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the Appropriate Response:

- Yes
 No
 N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

- Yes
 No
 N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2017

Enter the End Date [mm/dd/yyyy]:

9/30/2018

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (\$) of Federal Grant Funds:

703620

Enter the amount (\$) of State Grant Funds:

2304676

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a HSGD grant. However, HSGD may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

- Yes
 No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

9/30/2016

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- 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 participation in this transaction by any federal department or agency;
- 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; or
- 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 the above bullet; and 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.

Select the appropriate response:

- I Certify
 Unable to Certify

Enter the debarment justification:

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (HSGD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

- Yes
 No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

- Yes
 No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered **NO** to the first statement you are **NOT** required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Establish/enhance regional response teams

Capabilities

Core Capability: Interdiction and Disruption

Identify if this investment focuses on building new capabilities or sustaining existing capabilities. : New Capabilities (Build)

Are the assets or activities Deployable or Shareable: Shareable

Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures

Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Execute

Description: The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.

Process: Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.

Milestones

Milestone: Request quotes from Vendors; **Completion Date:** 12-31-2017

Milestone: Make product selection and order; **Completion Date:** 03-01-2018

Milestone: Receive Product; **Completion Date:** 09-01-2018

NIMS Resources

___ Check if this project supports a NIMS typed resource

Enter the name of the typed resources from the Resource Type Library Tool: SWAT/Tactical Teams

Enter the ID of the typed resources from the Resource Type Library Tool: 6-508-1006

Fiscal Capability Information

Section 1: Organizational Information

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).

Select the appropriate response:

- Yes
- No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

- Yes
- No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- Yes
- No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- Yes
- No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- Yes
- No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- Yes
- No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- Yes
- No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- Yes
- No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEG ORY	SUB CATEGORY	DESCRIP TION	OOG	CAS H MAT CH	IN- KIND MAT CH	GP I	TOTA L	UNIT /%
Equipmen t	03OE-02-TILA Optics, Thermal Imaging and/or Light Ampli fication	12 pairs of helmet mounted night vision goggles to be utilized by certified	\$36,00 0.00	\$0.00	\$0.00	\$0. 00	\$36,00 0.00	12

		SWAT team members. 12 @ \$3,000.00 Each						
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Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
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Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Equipment	\$36,000.00	\$0.00	\$0.00	\$0.00	\$36,000.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$36,000.00	\$0.00	\$0.00	\$0.00	\$36,000.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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You are logged in as **User Name:** It1004