

# City of Copperas Cove Information Item No. 3

October 18, 2011

## Emergency Management Performance Grant

Contact – J. Mike Baker, Fire Chief/EMC, 547-2514

mbaker@copperascovetx.gov

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**SUBJECT: Update on the Emergency Management Performance Grant (EMPG).**

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### 1. PROJECT DESCRIPTION

The City of Copperas Cove received notification on or about September 29, 2011 that the EMPG Grant Application submitted for FY 2011 was approved. The grant provides funding for salary and some expenses for the Emergency Management Coordinator position in the City,

### 2. BACKGROUND/HISTORY

The City of Copperas Cove has participated in the grant program for several years and has met all of the requirements for the grant which include participation in table top, functional, full-scale and actual exercises or incidents.

### 3. FINDINGS/CURRENT ACTIVITY

The Mayor Pro-Tem, Frank Seffrood, executed the document in the Mayor's absence and the documents have been returned to the Texas Division of Emergency Management for activation.

### 4. FINANCIAL IMPACT

The City will receive a total of \$32,872.31 in revenue for the performance grant. The amount exceeds the estimated budget by \$2,872.31. Copies of the grant documents are included and have been sent to the Finance department.

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

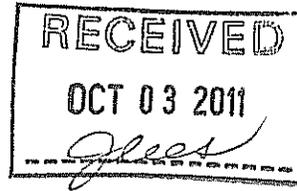
[www.dps.texas.gov](http://www.dps.texas.gov)



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September 29, 2011

The Honorable John Hull  
Copperas Cove Mayor  
415 S. Main St  
Copperas Cove, TX 76522

Dear Mayor Hull:

This letter is to advise you that your application to participate in the Emergency Management Performance Grant (EMPG) program during Fiscal Year 2010 (FY 11) has been accepted. We apologize for the delay in dispersing EMPG funding, however due to the continuing resolution the State of Texas did not receive EMPG funding until the end of August.

## 1. Grant Award

The Notice of Sub-recipient Grant Award (Attachment 1) specifies the federal EMPG program funding that will be provided during FY 11.

A representative authorized by your City Council to accept grants on behalf of the jurisdiction must sign the grant award. Typically the Mayor or City Manager must sign the award and return it to the Texas Division of Emergency Management (TDEM) *within 45 days* to activate your grant. Retain a copy for your records and provide a copy of the entire grant award package to your local financial manager. Failure to accept the award and return documentation to TDEM within 45 days may result in the distribution of the award to another jurisdiction.

## 2. Required EMPG Tasks

A. Your FY 11 EMPG Program Application has been approved. As changes to this document may have been made in order to meet FY 11 program requirements since originally submitted, you should carefully review the attached copy.

B. The process for documenting exercise participation has not changed. All EMPG participants must prepare and submit an After Action Report (AAR) and Improvement Plan (IP), in the format prescribed by the DHS Homeland Security Exercise Evaluation Program (HSEEP) and TDEM guidelines. The HSEEP document can be accessed at <https://hseep.dhs.gov>. A sample AAR and IP is located on our website at <http://www.txdps.state.tx.us/dem/index.htm>

- C. The Department of Homeland Security has identified steps that States, territories, tribal, and local entities should take during FY 11 to remain compliant with the NIMS. All jurisdictions awarded FY 11 EMPG funds must achieve and maintain 100% compliance with NIMSCAST objectives and metrics.

### 3. Task Progress & Reporting

Continued participation in the EMPG program is in part conditioned on making proportional progress on your Work Plan tasks and the timely submission of progress and financial reports.

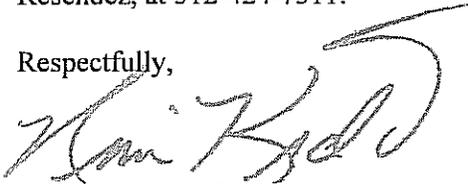
- A. Proportional Progress in Program Tasks. You are expected to complete and document a portion of those tasks each quarter rather than deferring most planning tasks, training, exercises, and other activities until the last several months of the fiscal year. Those who try to complete a year's work in several months frequently fail when emergencies occur late in the year.
- B. Financial Reports. EMPG Financial reports are due 30 days after the close of each quarter of the federal Fiscal Year. Quarterly Financial Reports are due January 15, April 15, July 15, and October 15. These reports should be sent directly to the TDEM EMPG Auditor.
- C. Progress Reports. Your first semi-annual progress report was due to the TDEM Preparedness Section on April 15, 2011. The final progress report is due October 15, 2011

If you do not expend grant funds allocated on allowable expenses within the performance period, future grants will likely be reduced.

If you determine that you do not wish to participate in the FY 11 EMPG program, please advise me as soon as possible.

If you have questions regarding EMPG tasks, please contact the EMPG Grant Coordinator III, Lisa Resendez, at 512-424-7511.

Respectfully,



W. Nim Kidd, CEM ®  
Assistant Director  
Texas Department of Public Safety  
Chief  
Texas Division of Emergency Management

WNK:lr

- Attachments: 1- FY 11 EMPG Grant Award Letter  
2- FY 11 EMPG Notice of Sub-Recipient Grant Award  
3- FY 11 EMPG Terms and Conditions

**TEXAS DEPARTMENT OF PUBLIC SAFETY (TXDPS)  
TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM)**

<b>NOTICE OF SUBRECIPIENT GRANT AWARD</b>	
<b>Program Title:</b> 2011 Emergency Management Performance Grant (EMPG)	
<b>DHS Instrument Number:</b> 2011-EP-00046	
<b>TDEM Grant Number:</b> 11 TX-EMPG-1166	
<b>Administered By:</b>	Texas Department of Public Safety Texas Division of Emergency Management P.O. Box 4087 Austin, Texas 78773-0220
<b>SubRecipient:</b>	<b>City of Copperas Cove</b> 415 S. Main St Copperas Cove, TX 76522
<b>Amount of Grant:</b>	\$32,872.31
<b>Period of Grant:</b> October 1, 2010, to March 31, 2012	

Signing Acceptance of this document means that you accept and will comply with all the requirements listed in the attached FY 2011 EMPG Terms and Conditions.

AGENCY APPROVAL	GRANT ACCEPTANCE
	 <small>Authorized Signature Required</small>
W. Nim Kidd, CEM <sup>®</sup> Assistant Director Texas Department of Public Safety Chief Texas Division of Emergency Management	Printed Name/Title: <b>FRANK SEFFROOD</b> <b>MAYOR Pao TEM</b>
Date: <b>9/29/11</b>	Date: <b>04 OCT 11</b>

**Return Signed Copy of This Page within 45 days to:**  
Texas Department of Public Safety  
Texas Division of Emergency Management  
Attention: Lisa Resendez, Grant Coordinator III  
PO Box 4087  
Austin, TX 78773-0220

**2011 Emergency Management Performance Grant (EMPG)  
Terms and Conditions**

1. Purpose: The FY 2011 priority for this program is to Advance "Whole Community" Security and Emergency Management. Grant funds will be used to support local comprehensive emergency management programs to encourage improvement of mitigation, preparedness, response, and recovery capabilities for all hazards. Funding may be used to support activities that contribute to the capability to manage consequences from acts of terrorism. Funds provided may also be used to accomplish initiatives described in the Federal Program Guidelines, including local implementation of the National Incident Management System (NIMS), incorporation of appropriate references to the National Response Framework (NRF) into local plans, homeland security assessment and strategy integration, and assessment of local emergency management program using Emergency Management Assessment Program (EMAP) standards.
2. Grant Conditions: Identify the source of funding under which this award is funded and reference the government code authorizing these services and conditions. The federal grant terms and conditions are located at: <http://www.fema.gov/government/grant/empg>.
3. Grant Acceptance: Notice of Subrecipient Grant Award remains an offer until the signed copy of the Acceptance of Subrecipient Grant Award is received by the Department of Public Safety in accordance with the instructions provided in the transmittal letter.
4. Work to Be Performed: The approved FY 11 Statement of Work and Progress Report template outlines eight tasks that the grantee must perform during the grant period. The following additional tasks are also required of subrecipients:
  - A. Implement (NIMS) at the local level.
  - B. Incorporate pertinent information concerning NRF into the local or inter-jurisdictional emergency management plan and its annexes.
  - C. Subrecipients must have a tracking system of record to organize and coordinate resources in response to incidents.
  - D. During the performance period of this grant, Sub recipient must maintain an emergency management plan at the Advanced Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by jurisdictions maintaining their own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If the TDEM identifies deficiencies in the subrecipient's plan, subrecipient will correct deficiencies within sixty (60) days of receiving notice of such deficiencies from TDEM.
  - E. During the performance period of this grant, Subrecipient agrees to legally-adopt county and/or regional mutual aid agreements.
  - F. Subrecipients must maintain an updated inventory of equipment purchased through this grant program in accordance with Uniform Grant Management Standards – III, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C-Post-Award Requirements, Reports,

- F. Notwithstanding any other provisions of this document, the parties understand and agree that the obligations of TDEM under this Agreement are contingent upon the availability of adequate funds to meet TDEM's liabilities. TDEM shall not be liable to the Subrecipient for costs under this Agreement that exceed the amount specified in the Notice of Subrecipient Grant Award.
7. Single Audit Act Requirements: If Subrecipient has expenditures in excess of \$500,000 in federal funds of all types within a single fiscal year, it must have an audit performed in accordance with the Single Audit Act as amended. Subrecipient agrees to comply with the audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.
8. Reporting Requirements: Subrecipient agrees to comply with all reporting requirements and shall provide such information as required by TDEM. Reporting requirements are found in the *FY 2011 Local Emergency Management Program Guide*. Subrecipients may be required to submit additional information and data requested by TDEM and after the end of the period of performance in order to close out the grant. A copy of the *FY 2011 Local Emergency Management Program Guide* can be found on the TDEM website at: <http://www.txdps.state.tx.us/dem/CouncilsCommittees/EMPG/FY2011EMPGGuide.pdf> Sub recipient must prepare and submit Semi-Annual Progress Reports TDEM for the duration of the grant performance period or until all grant activities are completed and the grant is formally closed. The first performance reporting period is October 1 to March 31 and the second reporting period is April 1 to September 30 of each fiscal year. Subrecipient may also be required to submit additional information and data as requested by TDEM.
9. Review of Work and Expenditures: TDEM may review the work of the Subrecipient with respect to approved program tasks and expenditures for which reimbursement is requested to ensure the federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of this contract or grant agreement and that performance goals are achieved. These reviews may include, without limitation: comparing actual subrecipient activities to those approved in the sub-award application and subsequent modifications if any; ensuring that grant funds have been expended in accordance with applicable guidelines; confirming compliance with grant assurances, and verifying information provided on performance reports and payment requests.
10. Lobbying:
- A. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the subrecipient certifies that:
- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
  - 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any

- C. TDEM may perform periodic reviews of subrecipient performance of eligible activities and approved projects. These reviews may include, without limitation: performance of an on-site audit and compliance monitoring, including inspection of all grant-related records and items, comparing actual subrecipient activities to those approved in the sub-award application and subsequent modifications if any, ensuring that advances have been disbursed in accordance with applicable guidelines, confirming compliance with grant assurances, verifying information provided in performance reports and reviewing payment requests, needs and threat assessments and strategies.
- D. Subrecipient understands and agrees that it cannot 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.
- E. The subrecipient 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 Areas Security Initiative (UASI) strategies.
- F. The subrecipient official certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient 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.

13. Reimbursement for Expenses:

- A. Reimbursement for expenses incurred during the second and fourth quarter of Fiscal Year 2011 will not be disbursed until TDEM receives the first and second semi-annual EMPG Progress Reports, which are due on April 15, 2011 and October 15, 2011, respectively.
- B. As TDEM plans to promptly close out the Fiscal Year 2011 EMPG program with the State Administrative Agency, requests for reimbursement of expenses that are postmarked more than 45 days after the end of the stated period of performance will not be paid.

14. Choice of Law: This agreement shall be construed and governed by Texas law.

15. Changes to the Law: DPS is a state agency whose authority and appropriations are subject to the actions of the Texas Legislature and the United States Congress. If DPS and/or the subject matter of this contract become subject to a legislative or regulatory change, revocation of statutory or regulatory authority, or lack of funds that would render the services and/or goods and/or payment to be provided under this agreement impossible, unnecessary, void, or substantially amended, DPS may terminate this agreement without penalty to, or any liability whatsoever on the part of, DPS, the State of Texas, or the United States. This contract does not grant vendor a franchise or any other vested property right.