

**Subaward Agreement**  
*between the*  
**City of Mission on Behalf of the Mission Police Department**  
*and the*  
**Institute for Intergovernmental Research (IIR)**  
*in the*  
**Southwest Border Rural Law Enforcement Assistance Program**

This Subaward Agreement (*Agreement*) is entered into as of the 10th day of February, 2023, by and between the Institute for Intergovernmental Research (*IIR*) and the City of Mission on behalf of the Mission Police Department (*MPD*). Funds have been allocated to *IIR* under Catalog of Federal Domestic Assistance (CFDA) Number 16.738 (Edward Byrne Memorial Justice Assistance Grant Program) by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), in federal Cooperative Agreement Award Number 2019-MU-BX-K002, Southwest Border Rural (SWB) Law Enforcement Training and Technical Assistance, to provide needed resources to small, rural, and tribal law enforcement agencies in the Southwest Border region. The following terms and conditions govern this *Agreement*:

- a. The term of this *Agreement* is for the time period from February 1, 2023, to July 31, 2023. Either party may withdraw by delivering ten days' written notice to the other party of its intent to withdraw from this *Agreement*.
- b. *MPD* agrees to perform the tasks mutually agreed upon and identified in the Project Plan at Attachment A. *IIR* agrees to pay *MPD* on a reimbursement basis for actual costs incurred as described in the attached Project Plan, up to a total amount not to exceed \$93,000.00.
- c. All financial transactions conducted under this *Agreement* will be in compliance with applicable federal financial guidelines, rules, and regulations.
- d. *MPD* will invoice *IIR* for agreed-upon allowable costs incurred during the invoice period. Only costs incurred in the subaward period and applicable to the project as outlined in the Project Plan in Attachment A will be allowable. Any indirect costs charged must be consistent with either an Indirect Cost Negotiated Agreement with a federal agency or other indirect cost allocation plan/rate in accordance with 2 Code of Federal Regulations (CFR) Part 200. Invoices should include appropriate backup documentation and should be submitted no more frequently than monthly. Appropriate backup documentation includes all necessary documentation to support claims made on invoices. *IIR* shall pay *MPD*'s invoice within 30 days after submission and *IIR*'s review and approval. However, if *IIR* is unable to draw funds from BJA on the associated award due to issues beyond *IIR*'s control, invoice payment may exceed the 30 days.
- e. *MPD* must invoice *IIR* for allowable expenses incurred pursuant to this *Agreement* within 30 days of the expiration of this *Agreement*. Invoices submitted after 30 days of the expiration of this *Agreement* may not be paid, due to requirements associated with federal funding availability.

- f. If there are changes or delays in project implementation or scope, *MPD* will provide a status report to *IIR* summarizing the related issues and progress (activity) to date. *IIR* will submit any requests for a change in scope to BJA for consideration and approval. *IIR* may request additional activity/progress reports during the term of this *Agreement*.
- g. At project completion, *MPD* will complete and submit to *IIR* a post-implementation evaluation, provided by *IIR*. *IIR* may require additional information for the evaluation as may be necessary to allow *IIR* to fulfill its federal reporting requirements.
- h. *MPD* certifies that any services/activities funded through this subaward will be performed by qualified personnel in a workmanlike manner and in accordance with the requirements set forth in this *Agreement*. *MPD* certifies that it will use reasonable care and skill to efficiently and effectively perform the services required to complete the Project Plan.
- i. *MPD* certifies that all personnel participating in this program, such as those receiving and implementing equipment and/or utilizing resources acquired through this subaward, are United States citizens or are fully and legally authorized to work in the United States. *MPD's* failure to comply with the foregoing is grounds for immediate termination of this *Agreement* by *IIR*.
- j. In executing this *Agreement*, *MPD* represents that it is fully capable of meeting the requirements of this *Agreement* and is not aware of any pending or potential restrictions that would make it unable to comply with those requirements.
- k. The following attachments/information are hereby incorporated by reference and made a part hereof:
  - Attachment A – Project Plan
  - Attachment B – Additional Provisions
  - Attachment C – Breach of Personally Identifiable Information Procedures
  - Attachment D – Federal Funding Accountability and Transparency Act (FFATA) Subcontractor Reporting Data Sheet
  - Attachment E – Award Continuation Sheet (Special Conditions) to Cooperative Agreement 2019-MU-BX-K002
  - Attachment F – SWB Rural Law Enforcement Assistance Program Overview
  - *MPD's* response to the solicitation

Remainder of this page intentionally left blank

Each individual signing this *Agreement* directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the *Agreement* on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.

*Accepted:*

  
\_\_\_\_\_  
City of Mission  
Mission Police Department

Jody Alan Miller  
\_\_\_\_\_  
Printed Name and Title

*Accepted:*

\_\_\_\_\_  
Lee W. Miller III, President and CEO  
Institute for Intergovernmental Research