



City of Freeport
Meeting and/or Executive Session Agenda

This meeting will be live streamed via YouTube Live and may be accessed on the City of Freeport Facebook page: <https://www.facebook.com/freeporttexas> or by visiting <https://www.youtube.com/@cityoffreeporttx8375/streams>

Monday, December 2, 2024, 6:00 PM | Council Chamber | 430 North Brazosport Blvd. , Freeport, Texas 77541

In accordance with Section 551.043 of the Texas Government Code, this agenda has been posted at Freeport City Hall, and distributed to the appropriate news media within the required time frame. All meetings of the Freeport City Council are open to the public. Public participation and written comments are invited on all open session business items.

The Mayor and City Council request that cell phones be turned off or set to vibrate. Members of the audience are requested to step outside to conduct a phone conversation. The Council Chamber is wheelchair accessible and special parking is available outside the building. If special accommodation is required, please contact the City Secretary a minimum of 72 hours in advance at 979-233-3526.

1: Call to Order:

- 1A. Call to Order - Jerry Cain, Mayor
- 1B. Invocation - Councilman
- 1C. Pledges - Pledge of Allegiance to the United States; Pledge of Allegiance to the State of Texas.
- 1D. Audience Participation – Anyone who has registered to speak prior to the meeting being called to order and desires to address the City Council will be heard at this time, or during the discussion of an item listed on the agenda. These forms are located by the City Secretary. After completing the form, give it to the City Secretary. She will give it to the Mayor. The Mayor will call on you when that item is presented, once a motion has been made by Council then public participation will not be allowed. You will have four (4) minutes to make your comments regardless of the number of agenda items to be addressed.

2: Proclamations - Presentations and Updates

- 2A. Upcoming Events -
 - December 7th- Blue Santa Children's Pancake Breakfast at RiverPlace. 8:30A.M. Entry time for sensory friendly children and their family 9:00A.M. Entry for all other children and their family.
 - December 10th & 11th-Blue Santa First Responder Parade. Starts at dark each night. More details will be provided at a later time as to which section of the city will be patrolled each night.
 - December 12th-Freeports Founding Lecture 11:00A.M. Freeport Historical Museum.
 - December 13th Holiday on the Brazos at FMP 6:00pm-8:30pm.
 - December 14th-Christmas Ornament Making 11:00A.M. Freeport Historical Museum.
- 2B. Proclamation declaring December 2nd, 2024 as Freeport is a Tourism Friendly Community.

3: Business

- 3A. Consideration and possible action on the approval of City Council meeting minutes from November 18, 2024. (Clarisa Fernandez)
- 3B. Consideration and possible action approving the Mayor to sign the annual Brazoria County MS4 Stormwater Coalition Annual Report.(Laura Cramer)
- 3C. Consideration and possible action approving Resolution No. 2024-2896 authorizing a revision to the City of Freeport Policy Handbook Chapter 5- Standards of Conduct adding Section 5.28 CDL Training Program.(Donna Fisher)
- 3D. Consideration and possible action approving Resolution No. 2024-2897 authorizing the Mayor to execute settlement release documents with retail pharmacy Kroger.(Lance Petty)
- 3E. Consideration and possible action of multi-year engagement letter to conduct City's annual audit for FY Ending 2024-2027.(Ashlee Ferguson)
- 3F. Consideration and possible action to accept the FEMA HMGP Generator Grant for the Service Center.(Ashlee Ferguson)
- 3G. Consideration and possible action awarding bid and approve the City Manager signing a contract to M&R's Elite Janitorial Solutions for janitorial services for the City of Freeport offices.(Ashlee Ferguson)
- 3H. Consideration and possible action to accept the FEMA HMGP Generator Grant for the Recreation Center.(Ashlee Ferguson)

4: Adjournment

4A. Adjournment – Jerry Cain, Mayor

Items not necessarily discussed in the order they appear on the agenda. The Council at its discretion may take action on any or all of the items as listed. This notice is posted pursuant to the Texas Open Meeting Act. (Chapter 551, Government Code).

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).

CERTIFICATE I certify the foregoing notice was posted in the official glass case at the front door of the City Hall, with 24 hours a day public access, 1201 North Avenue H., Freeport Texas, before 6:00 p.m. in accordance with Open Meetings Act.



Clarisa Fernandez,
City Secretary, City of Freeport, Texas





City Council Agenda Item #[2.B]

Title: Proclamation declaring December 2nd, 2024 as Freeport is a Tourism Friendly Community.

Date: December 2, 2024

From: Wade Dillon, Museum Manager

Staff Recommendation: Staff recommends Mayor Cain read the Proclamation to all in attendance.

Item Summary: Through the Freeport Main Street program, the City of Freeport has applied to be certified through The Tourism Friendly Texas Certified Community program with the State of Texas.

Background Information: The Tourism Friendly Texas Certified Community program is a new designation created to encourage communities across Texas to pursue tourism as an economic development strategy and provide resources to support those efforts. The program is open to local governments or non-profit organizations that serve as the lead for tourism promotion and development efforts in the community (e.g., Destination Marketing Organization (DMO), Convention and Visitors Bureau (CVB), Chamber of Commerce).

Special Considerations: Program Goals

- Strengthen relationships with existing community partners.
- Educate local leaders on the importance of tourism as a tool for economic development and job creation.
- Encourage participation in state government programs available for tourism development.
- Assist small or rural communities with limited tourism resources.

Financial Impact: Opening doors to state government programs for tourism and economic development, job creation, and tourism resources.

Board or 3rd Party Recommendation:

Supporting Documentation:

1. Freeport Texas Tourism Friendly Proclamation

PROCLAMATION

City of Freeport

WHEREAS, Travel and tourism provide significant cultural benefits for the City of Freeport; and

WHEREAS, Meetings, events, leisure, and travel for coastal amenities and heritage tourism are all key components to Freeport's economy; and

WHEREAS, Visitors relish the tourism offerings of the Brazosport & Freeport area such as a visit to the Freeport Historical Museum, fishing excursions on the Brazos River, and adventures to Freeport's Bryan Beach along with multiple family events, walking trails, river activities, parks, arts, culture, and festivals; and

WHEREAS, The City of Freeport has also been recognized as a Scenic City; and

WHEREAS, We acknowledge that all travel, whether related to leisure or business is beneficial; and

WHEREAS, Welcome visitors from near and far has always been, and always will be, the enduring ethos of the travel industry and of Freeport.

NOW, THEREFORE, I, Jerry Cain, Mayor of the City of Freeport, do hereby proclaim December 2nd, 2024, as:

“FREEPORT IS A TOURISM FRIENDLY COMMUNITY”

In the City of Freeport, and urge all citizens to join the City Council, City staff, and me in recognizing the positive effect travel has on the nation, Texas, and Freeport's economic prosperity and image.

In testimony whereof, witness my hand and the Seal of the City of Freeport this 2nd day of December, A.D., 2024.

Jerry Cain, Mayor

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, November 18, 2024 at 6:00 PM at the Freeport Council Chamber located at 430 North Brazosport Blvd. , Freeport Texas for the purpose of considering the following agenda items:

City Council:

- Mayor Jerry Cain
- Councilman Jeff Pena
- Councilman Jarvis Davis
- Councilman George Matamoros
- Councilman Winston Rossow

Staff:

- Lance Petty, City Manager
- Scott Bounds, Interim City Attorney
- Clarisa Fernandez, City Secretary
- Ashlee Ferguson, Interim Finance Director
- Toby Cohen, IT Manager
- Donna Fisher, Human Resource Director
- Jennifer Howell, Police Chief
- Chris Motley, Fire Chief
- Rudy Ragle, Public Works Director
- Juanita Cardozo, Police Department
- Alex Johnson, Police Department
- Kris Vierra, Fire Department

Visitors:	Melanie Oldham	Kenneth Hayes
	Douglas Domingues	Con McCleester
	Sam Reyna	Diane McCleester
	Nicole Mireles	Manning Rollerson
	Pamela Dancy	Mark Parker
	Keith Stumbaugh	Carol Parker
	James Heard	

Call to Order:

Call to Order - Jerry Cain, Mayor

Mayor Cain called the meeting to order at 6:00P.M.

Mayor Cain said Councilman Pena has not made it to the meeting yet.

Invocation - Councilman

Councilman Rossow led the invocation.

Pledges - Pledge of Allegiance to the United States; Pledge of Allegiance to the State of Texas.

Councilman Rossow led the Pledge of Allegiance to the United States and the Pledge of Allegiance to the

State of Texas.

Audience Participation – Anyone who has registered to speak prior to the meeting being called to order and desires to address the City Council will be heard at this time, or during the discussion of an item listed on the agenda. These forms are located by the City Secretary. After completing the form, give it to the City Secretary. She will give it to the Mayor. The Mayor will call on you when that item is presented, once a motion has been made by Council then public participation will not be allowed. You will have four (4) minutes to make your comments regardless of the number of agenda items to be addressed.

Douglas Domingues and Nicole Mireles of the CCF said they have been in existence for ten years now and doing great things for Freeport and as individual citizens they would like to make two presentations. He said one was for the Blue Santa program and the next one was for the Superfeast, the Thanksgiving meal coming up. He said the CCF would like to present the check to the Freeport Police Charitable Organization in the amount of \$250 and that is for the Blue Santa program. He said and also for the Methodist Church for the Superfeast in the amount of \$500.

Nicole Mireles said the CCF is very dear to her heart. She said she was there from day one when it started, and she would like to ask the people in the audience that are in attendance that are Concerned Citizens to stand up to be recognized. She said the way they accumulate this money for donations and stuff when they have meetings is that they have a coffee can that is passed around when they are meeting at restaurants. Ms. Mireles said anybody is welcome to attend, and they do not have to have a quorum. She said everybody speaks and everybody is welcome there, but the money that they have in their bank account is from them giving donations every time they have meetings and to her that means a lot. She said they got a little bit in there, and so they wanted to donate it because this is their City and appreciate everything that is done. She said to the Council that they were doing a great job.

Mayor Cain thanked the CCF and appreciated the direction they are going.

Melanie Oldham resides at 1206 West Broad. She said she is the director of Better Brazoria Clean Air Water and Government and her group encourages citizens to go to their local City Council meetings, school board meetings, Port meetings, and Brazoria County Commissioners meetings. She said with the City she is on the Main Street Historical Board and about a year ago the City Council appointed her to be the liaison between the City and the MUD #1. She said at the last regular meeting she gave the Council an annual update on the MUD, but she forgot a couple of things. She said for those of you that do not know, October 6, 2014, the City Council passed a Resolution No. 2014-2452 to deliver to Aylesbury Ltd. assignee of Skymark Development company a special warranty deed conveying to it the 13 acres of land out of the old Municipal Golf Course and they said they went out for BIDs and only got one bid from Skymark for \$125,000. Ms. Oldham said this was a special warranty deed since she had gone for a year to these meetings and had asked questions, hard questions, but also, she wants to support them if they do things right, but also in the legal description of the land, she is not a lawyer and may have read it wrong, but on number G it says they give them the easement for purposes of an exercise biking jogging course located on the subject property granted to City by instrument. She said she did not know what that meant if that would affect part of the nice walking trail, because she had heard Mr. Wong say the value of the land is high because if he built town homes, then people that live there could have access to the water and even have boats there. She said she had been trying to research MUDs too, and MUDs are different, and when you live in a MUD area you pay a MUD tax. She said she believed you pay your City, your school tax, but the MUD tax goes to infrastructure in your neighborhood, but again, nobody would answer her if it was allowed for residential area to be annexed into a residential MUD and asked how that would affect taxes? She said for example, if DOW wants to build a warehouse on the 300 acres that is left, and they need infrastructure, and they are part of this, and asked how that would affect the taxes that possible homeowners, town home owners would pay? She said for the Council to take that into consideration.

Mayor Cain said for the record, Councilman Pena did make it to the meeting at 6:08P.M.

Melanie Oldham said the other unusual thing is she checked the Brazoria County CAD for property value, and she noticed that on the 13 acres, which are right next to that really nice neighborhood, right near the water near the high school, their property taxes have not gone up since 2018 not at all, but other pieces of land she knows on or near the river have gone sky-high, and she does not understand that either. She said that might be a question the Council could ask. She asked how do they keep their taxes the same on the old urban renewal land and on those 13 acres by the high school?

Manning Rollerson said he had a town hall meeting on the 17th of November at the public library and the residents came out and addressed the issue concerning the housing conditions in Freeport, and it is damning to hear people from this public saying how they were done by apartment complexes that the Council govern and the conditions that they live in. He said he also contacted the County Judge's office and sent him all the pictures of his house of all the mold that is in his house that he had been asking this Council since 2012 to do something about the housing that he is living in. He said County Judge referred him back to the City. Mr. Rollerson said tomorrow the inspector will be there and thanked Mr. Lance Petty. He said he also contacted the Federal Department of Justice concerning this because of the issues that we are having with housing in Freeport and how the court itself is allowing landlords to take advantage of the citizens. He said the citizens made that a public statement yesterday. He said when he went to talk to the Council the last time to say to them that they need to do something about it, the Council needed to do something about it because that court is supposed to uphold the Sixth Amendment due process and is not upholding due process and the Council is accountable to the citizens and how they are living in this City. He said we need a moratorium on rent in Freeport, and it is too high to live here in a low-income City. He said the landlords do not want a landlord tenant policy, but it has to be a landlord tenant policy because what he is living in proves exactly that these landlords are not doing what they are obligated to do with the tenants living in these conditions and something has to be done, and we can work together to do it or the Federal Department will be in Freeport because no one deserves to pay rent and live in these conditions, and that the landlords have more power than the tenants that are paying their bills. He said somebody has got to have some assurance. He said in the City you are liable for the houses that are in the City that are being rented in the City of Freeport. He said this issue should be addressed. He said he also wants to know how Gardner Campbell was able to BID on an acre land without it being put out into the newspaper for every builder in this city to BID on it. He said this is the third time. Mr. Rollerson asked if there was an insider dealing going on? He said that it was illegal. He said let's get it on where everybody can BID on it because we are all builders in this community, and we all have companies.

Rob Giesecke with the Port Freeport. He said he was there a few months ago and told the Council that the Port was going to be divesting some port-owned properties within the City limits of Freeport. He said these were lots that were acquired over the years mostly, on tax sales, and just kind of accumulated. He said they have no use for them, even from a practical standpoint or the standpoint that they can not build on them in the current residential zoning under HB 5336. He said that while they are in the process of disposing of those, at this time there will be a sealed BID sale and the deadline for BIDs will be December the 3rd to 2:00P.M. He said they have a list, and it is nine properties of 15 lots. He said some of the lots are very small so they have to be combined. Mr. Giesecke said there are nine individual tracts. He said that the list should go up on the Port website and the Port Facebook page, but in the meantime, they are available. He said to what Mr. Manning had mentioned about the public notice in the paper that was in the paper and had been posted, he believes, twice now, so that they have made the required legal notice for the sealed bid process. He said anyone could find the list, and he had the list on his own web page. He said for those who can not spell his name, which is probably almost everybody, they could just go to Facebook and search for the taxpayers watchdog, no punctuation and no spaces and the list is there and also some information about how to contact the right person at the Port to find out about the bidding process.

Pamela Dancy resides on South Front Street. She asked if the Council had thought about what she brought up last time about the small mom-and-pop businesses when a contractor that they are going to put that on the agenda and talk about and come up with a solution to help them? She said she does not know what in the world is going on with the receivables at City Hall, but she does not know if it is a failure on Ms. Cathy or what happened, but when it reaches \$400,000 for water and sewer, and when Lake Jackson put up signs at that apartment complex when they reached \$70,000. She said this is a heck of a lot of money, and the thing is that when she was a kid, her brother and herself, if they did something, they would try to hide it here or try to hide it here and would twist it and would turn it and then mother found out about it, she would not be upset about what they did she would be upset because they hid it, and then she told them she can not trust them, and it is going to take me a while to trust them again. She said and the difference between her brother and herself is that they were children and the Council are adults. She said the \$345,000, it is not on the agenda and had not heard zilch, and they had not forgotten about it. Ms. Dancy said to Councilman Matamoros when she heard that he had called Mr. Pena a cancer, just like his sister, she almost hit the floor. She said they can say words about each other, but she understands it is the second time he said he was a cancer just like his sister. Ms. Dancy said this woman had nothing to do with this Council never and she is the sweetest kind person she had ever met and for him to bring her up, she does not know what his motive was but she think it is shameful because she has never been up there, as far as she was aware of it and she felt like there is a motive behind that. She said Councilman Matamoros looked like he was kind of smirky, but she had dealt with people and had two family members that died of cancer, and they are trying to survive. She said to Councilman Matamoros that he could call him a cancer, but do not bring his sister into it please that is shameful, and he ought to be ashamed of himself. She said and for the Council that they did not walk up and did not know if they did or not, but if they did not walk up and tell him that was unacceptable, then shame on them because they can get into it but to go to that level is not right.

Consent Agenda:

Action regarding Minutes, November 4, 2024 and November 11, 2024 - Clarisa Fernandez, City Secretary

Action approving road closures for the MLK, Jr. Parade on January, 20, 2025- Lance Petty, City Manager

A motion was made by Councilman Rossow to approve the Consent Agenda, seconded by Councilman Davis with all present and voting "Aye" 4-1. The Council approved the motion. Councilman Pena voted "Nay".

Proclamations - Presentations and Updates

Employee Recognitions – Employee of the Month, Kris Vierra, Lieutenant for Freeport Fire Department, and Special Recognition to Elizabeth Taylor, Property/Evidence Manager for receiving the President's Award at the Texas TAPE IT Conference held in Galveston in 2024, Lance Petty, City Manager

City Manager Lance Petty presented the Employee of the Month to Lieutenant Kris Vierra.

Police Chief Jennifer Howell gave a special recognition to Property/Evidence Manager Elizabeth Taylor for receiving the President's Award at the Texas TAPE IT Conference 2024.

Mayor Cain said he wanted to add a little bit to the updates. He said to the audience as they were aware the procedure on the citizens' comments had been changed, and he wanted to clarify a few things. He said the main reason they have done this is to allow for a more orderly meeting. He said basically there are three changes. He said number one: the registration form needs to be turned in prior to the beginning of the meeting. He said that means if the meeting is at 6:00 it needs to be up there at 6:00 and not 6:05. He said number two, if you wish to speak about a certain item, you will be called once they get to that particular

item on the agenda. He said when they get to the agenda item, they will call you, and you will have your opportunity to speak and if, for whatever reason, you like not to speak, that is your prerogative. Mayor Cain said the third change is they are not going to have random raising of the hands, to speak, because that proves to be interrupting in the meeting, and they are trying to make it as smooth as they can. He said if anyone has any questions or concerns about those three items, feel free to give him a call any time during the week. He said the Council works for the residents 24/7 not just every other Monday.

Upcoming Events :

November 23rd-A Merry Museum Christmas 11:00A.M. at Freeport Historical Museum

November 28th-Super Feast at Freeport RiverPlace will start serving at 11:00A.M.

City Manager Lance Petty gave an update on upcoming events.

Business

Consideration and possible action of the annual appointment for the ex officio board member for MUD #1.

City Manager Lance Petty said he brought this to Council at the last meeting and elected to table it and get some more applications in. He said one other application was received from Ty Morrow, and he is interested in joining that board as well as Ms. Oldham she would like to continue to represent the City on the MUD board.

A motion was made by Councilman Matamoros to approve Ty Morrow as the liaison for the Municipal Utility District #1, seconded by Councilman Rossow with discussion that followed.

Councilman Pena asked if Mr. Morrow was present? City Manager Lance Petty said no. Councilman Pena asked if Mr. Morrow had been to any of these meetings and have any record of whether or not he has participated in that? Mayor Cain said he was not sure if he would watch them at home or up there. Councilman Pena said the MUD meetings he does not think those are online. Mayor Cain said Councilman Pena said Council meetings. Councilman Pena said Ms. Oldham was there and was not sure if she had anything she would like for the Council to consider. Councilman Pena said he was asking if the Council could hear from Ms. Oldham and if she is still interested in staying on that particular board. Mayor Cain said to Councilman Pena Ms. Oldham is still interested as it is in his packet and has her application. Councilman Pena said he likes a public testimony for those that are interested in being participated in with the various boards.

Mayor Cain called the motion to a vote with all present and voting "Aye" 4-1. The Council approved the motion. Councilman Pena voted "Nay".

Consideration and possible action approving Resolution No. 2024-2893 for the appointment of a candidate to fill the vacant position on the Charter Review that will expire May 31, 2025.

City Manager Lance Petty said he received an email from Ms. Donna Hayes saying that she was resigning from the board. He said one application came in to replace her on that board, and it was Mr. Douglas Domingues. Mr. Petty said Mr. Domingues serves on the Parks Board as well.

A motion was made by Councilman Matamoros to approve Douglas Domingues to fill the remaining term on the Charter Review that will expire May 31st, 2025, seconded by Councilman Rossow with discussion that followed.

Councilman Pena said just for clarification and asked if Ms. Hayes is on that board now? Mayor Cain said she resigned. Councilman Pena asked how long this notice was out for? City Manager Lance Petty asked City Secretary Clarisa Fernandez if she knew? Mrs. Fernandez said no. Councilman Pena asked when did Ms. Hayes resign? Mayor Cain said November 8th. Councilman Pena said so basically there is a 10-day

turnaround notice for residents who want to participate and that was all he wanted to clarify. Councilman Pena said he hopes there is a longer period going forward.

Mayor Cain called the motion to a vote with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

Consideration and possible action approving of IT Server Replacement with Square3.

IT Director Toby Cohen said after the meeting with Councilman Matamoros they went over the specifications of the previous he had multiple options for going forward with this and they came to the conclusion that just for the interest in safeguarding the City and mitigating risk. He said they are going with the second option, and it is a similar cost. He said they would handle pretty much everything. He said Square 3 would provide the equipment and then the vendor of that equipment would handle all of the transfers as far as server to server, which puts the City in much less in a up position of having any downtime or things that might go wrong. Mr. Cohen said he has worked with the support team of that vendor, and they would answer phone calls at 3:00A.M. on a Sunday and they are pretty diligent, and they will handle the entirety of it for us.

A motion was made by Councilman Matamoros to approve the proposal for IT server replacement with Square3 as presented, seconded by Councilman Rossow with discussion that followed.

Councilman Davis asked if Mr. Cohen if we are downgrading? IT Director Toby Cohen said it is still an upgrade. Councilman Davis asked what Mr. Cohen brought to the Council the first time? Mr. Cohen said this is just another option. Councilman Davis asked Mr. Cohen if he agreed with that or which option was the one he wanted? Mr. Cohen said the other option is better specifications, but it has a much higher risk for the City. Councilman Davis asked the one he brought the first time? Mr. Cohen said yes if something went wrong and generally that is the way it works, you look at what could go wrong and this particular one has no option for that. Mr. Cohen said if the whole thing went wrong, they have a backup that is compatible with it that could load back on to it that day and this one does not have a chance. Mr. Cohen said, for the sake of the City having stability as far as how this project can go forward, this particular option has almost zero risk involved in it if they go with this option. Councilman Davis asked if this was going to help Mr. Cohen and is it going to be what he needs? Mr. Cohen said it will cover the existing services, and a lot of things are going cloud, based and he would not be surprised if five years from now they are looking at quantum processors and fancier things like that, but there is really no telling, but this covers the City from what is being used now with still room to grow and keeps the existing services working the way that they are already working. Councilman Davis said he is just making sure because Mr. Cohen asked for something, and then he down talked it or whatever happened, and he just wanted to make sure he did not come back again and say he should have got that the first time. Councilman Davis said if Mr. Cohen agreed, and he is good with that, and it is going to help him. Mr. Cohen said he presented multiple options originally to City Manager Lance Petty and this was one of them, but this just happened to be the one that has less risk involved in it. Councilman Davis said Mr. Cohen is the one that has to work it. Mr. Cohen said it would work for sure. Mayor Cain said it still protects the City. Mr. Cohen said yes, it protects the City.

Councilman Pena asked if this particular option here keeps the City within the budget or is it right at it? IT Director Toby Cohen said it is right at it. Councilman Pena asked what the other option would cost? Mr. Cohen said it would cost about \$5,000 less, although, like he said, if something had gone wrong on that one, they could have the potential of having extended downtime for residents and City staff and lower is not always better.

Mayor Cain said he appreciated IT Director Toby Cohen and Councilman Matamoros discussing this and working through it. Mr. Cohen said it was a good learning experience.

Mayor Cain called the motion to a vote with all present voting "Aye" 5-0. The Council unanimously

approved the motion.

Consideration and possible action approving Resolution No. 2024-2894 authorizing a revision to the City of Freeport Policy Handbook Chapter 9 – Employee Wage and Benefits adding Section 9.18 Residency Incentive Program.

Human Resource Director Donna Fisher said this policy if approved, would be added to provide an incentive for full-time employees to reside in the City of Freeport. She said the Council has discussed for the past several years wanting to increase the number of City employees that reside in the City of Freeport and this benefit would serve as an incentive to accomplish that goal.

Concilman Pena said he likes the idea of it all, and he has been advocating that we have more City employees that live in the City so that we get a more organic experience from our employees and there is a stronger concern and have seen that on many occasions.

A motion was made by Councilman Pena to approve Resolution No. 2024-2894 authorizing a revision to the City of Freeport Policy Handbook Chapter 9-Employee Wage and Benefits adding Section 9.18 Residency Incentive Program, seconded by Councilman Davis with discussion that followed.

Councilman Pena asked what are the highlights and the incentives as have been introduced in this particular resolution? Human Resource Director Donna Fisher said if someone who does not currently live within the City of Freeport but is a City employee purchases a house in the City of Freeport, they would get \$2,500 paid out in increments over five years, and if someone who is not a resident of Freeport, but is a City employee leases a unit in the City of Freeport whether it be an apartment, home, or whatever and sign a one-year lease they would receive \$100 a year up to five years upon renewal of that lease. Councilman Pena asked if that was it? Ms. Fisher said that is it. Councilman Pena said that is not a lot. Ms. Fisher said no it is not, but considering our budget situation, we wanted to provide an incentive and still be fiscally responsible. Mayor Cain said something is better than nothing. Councilman Pena asked are there any other traditional incentives that were left off but were considered? Ms. Fisher said she had looked at residency incentives from other municipalities, and they are all similar to this one. She said the dollar amounts may vary, but this is something to put into policy, put it into place, and if in two years down the road we have a budget surplus of \$8 million or whatever, the Council could come back and adjust the amounts. Councilman Davis said dream big. Councilman Pena said exactly always dream. Councilman Pena said he was wondering why this was not introduced during the budget cycle and the review of that. Ms. Fisher said the money was budgeted for this, and it was talked about during the budget cycle, and during the meetings that she had, she had said she was going to present the residency incentive. Councilman Pena asked what the total budget was? Ms. Fisher said it is about \$3,800 for the first year because we do not know how many employees are going to want to take advantage of this so they were kind of trying to budget conservatively, but still cover it. Councilman Pena said he liked it and it was a good start.

Councilman Matamoros said the purchase of a home within the City of Freeport states that this is their primary residence and asked if this was correct, and it cannot be a secondary residence? Human Resource Director Donna Fisher said yes. Councilman Matamoros said he did not see that stated. Ms. Fisher said they will look to make sure and they have to present the closing documents then they will check their residence each year there after to make sure they are still residing.

Mayor Cain called the motion to a vote with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

Consideration and possible action approving Interlocal Agreement with the City of Lake Jackson.

Human Resource Director Donna Fisher said she recommends approval of this Interlocal agreement with the City of Lake Jackson and if approved, the City will enter into this agreement from November 1st, 2024 to November 1st, 2025, for the City to be able to send employees to do their commercial driver's license

training program that Lake Jackson has.

A motion was made by Councilman Matamoros to approve the Interlocal Agreement with the City of Lake Jackson as presented, seconded by Councilman Rossow with discussion that followed.

Councilman Davis asked how much they are charging ? Human Resource Director Donna Fisher said it was about \$1,800 per employee that is sent, and the Interlocal agreement does not require the City to send employees, but if the money is there, they can not be sent without the Interlocal Agreement. Councilman Davis asked who was paying the \$1,800? Ms. Fisher said the City does to send them to their CDL training. She said public works and finance would work to find that money in the budget.

Mayor Cain asked how are we currently tackling this challenge? Human Resource Director Donna Fisher said we are not. City Manager Lance Petty said currently, we are not, and it has become difficult getting your CDL these days. Mr. Petty said when he was young you could go down there, take a couple of tests and get it, but it is not that way now, you have to have specialized instructors that cost a lot of money to come in so it is between the county, the City, and local cities, and it is best for all of us to go in together and share the cost of some of it.

Councilman Davis said he works for the county too, so he knows how difficult it is. He said they are still struggling for them guys to pass that test. He said this is why he asked how much it was, because when it first came out he was in college, and he thought they were paying \$4,000 for the class. Councilman Davis said the county use to reimburse, but then when that came out it was like who, is going to pay \$4,000. Human Resource Director Donna Fisher said she believes Lake Jackson works with Alvin Community College, and they come to Lake Jackson and teach the courses and this would allow the City to send our employees there. City Manager Lance Petty asked Ms. Fisher if they send an employee over Monday and they get their \$1,800 CDL and they decide to quit two weeks later to go somewhere else what happens at that point? Ms. Fisher said they do not have a policy in place for it, which they could definitely have to stay a certain number of months after that. City Manager Lance Petty said yes, we need to get a stipulation. Ms. Fisher said that was one of the things she discussed with Public Works Director especially in the beginning, that the employees that she was recommending to him that he consider sending were employees that have been with the City five years or more already, because usually, if they have been here that long they are not going to get their license and run off. Interim City Attorney Scott Bounds said the policy would have to provide that it is deducted from their final paycheck for accrued leave and it cannot affect their wages, but there are some example policies out there. Councilman Davis said that was one of the concerns that came up when that class came out at the county, and they were like, what if I spent all that money, and he got this license and because he was going to make more money working for a regular instead of working for the City or the County. He said they can go drive trucks and make a bunch of money. Councilman Davis said it has to be some kind of something put in place where they can not leave for so long. Councilman Davis said he can check with the County and see what they did. Councilman Davis said he thinks this item should be tabled.

Mayor Cain said he liked the direction that they were going with this, and he would like to vote on what they are actually going to be voting on. Mayor Cain asked Councilman Matamoros if he would consider recalling his motion. Councilman Matamoros asked if he recalled the motion if that would affect the agreement with the City of Lake Jackson and if the City of Lake Jackson is okay with the City putting this on hold? Human Resource Director Donna Fisher said the City of Lake Jackson approved this on November 5th, but she would have to check and see if that is going to change the dates or do anything that way. She said right now they have a class that has just started and could send someone to and get them caught up but otherwise it will be sometime in the spring before they have another beginning class, but it will not delay it but a few months probably. Councilman Matamoros said that he does not want to delay this Interlocal, and he wished that they could approve the Interlocal and then have a policy to not send anybody until they have that policy

enacted of how they will recover if somebody obtains their CDL that the City paid for and then they leave prematurely. Mayor Cain asked Councilman Matamoros if he would like to vote on it as is and come back with an amendment? Councilman Matamoros said an amendment to the policy, the employee policy providing this training. Mayor Cain said he was okay with doing that. Councilman Matamoros asked Ms. Fisher if there was an estimated time frame that she could have this for the Council. Ms. Fisher said she has written notes to start writing the policy tomorrow. Mayor Cain said the Council can expect it at the next meeting. Councilman Davis said they are still going to need to merge, and it is not like they will be sending somebody in the next month. He said they could have it all locked up and voted on at one time if Ms. Fisher can have it in a month, and it is not like they are going to send somebody. Councilman Davis said Lake Jackson wants to merge and if they want to merge three months later, everybody is having a CDL problem, and it is going to help them. Mayor Cain said if it is time sensitive then doing it this way it will be in good shape and if it is not time sensitive then it is an extra item on the next agenda.

Councilman Pena said they are talking about the sense of urgency of it all and whether there is a deadline or not, there is no clear answer to this. He said he is just very and gets very frustrated when we come to the Council and looking at different ordinances and resolutions and when the Council ask staff questions and there are no answers to them, and it makes it difficult for the Council to decide and he just wanted to note that going forward. He said they have to make the best decision with the time available in the time that they have there. He said they need to put these stipulations in certainly, but then what is the guarantees that if they are rushing into this that between now and the amendments and asked Ms. Fisher if they are able to guarantee that they are not going to send anybody? He asked how many people are they really looking to send in the next two to three months realistically? Human Resource Director Donna Fisher said they were looking at probably two to begin with. Councilman Pena said Ms. Fisher said earlier it was not in the budget and that was \$1,800, and he is very curious, and she said she would find the money. Councilman Pena asked Ms. Fisher how does she plan on finding this money? Ms. Fisher said Public Works and Finance are going to look at the Public Works budget and see if there is another line item that could be moved to training, and she is just presenting the Interlocal. Councilman Pena said he appreciated it and thanked Ms. Fisher for working on these Interlocal agreements because they are beneficial to the multi-City partnership that they share, but at the same time, he is just curious when they are talking about the money where they are coming from and asked what are we going to be sacrificing to get this money? He said it is probably simple to do a budget amendment, and he goes back to and asked why was this not on the budget? Councilman Pena said he is okay with moving forward with it if in fact they can guarantee that between now and the time that they actually adopt all the amendments that nobody is going to be sent. Ms. Fisher said she would imagine that it would have to go through herself and Mr. Petty so she can guarantee that she will not sign off on anybody. City Manager Lance Petty said no one would be going. Councilman Pena said well that takes care of the time sensitivity concern, and he is still concerned about how this money is going to come about. Ms. Fisher said Public Works and Finance are not able to find that in the Public Works budget then they will not send anybody until later. Councilman Pena asked Ms. Fisher on the next meeting she will be bringing this over can if in fact the money is found and help to ensure that the Council knows where that money was found? Ms. Fisher said yes.

Mayor Cain called the motion to a vote with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

Consideration and possible action approving Resolution No. 2024-2895 authorizing a revision to the City of Freeport Policy Handbook Chapter 9 – Employee Wage and Benefits adding Section 9.19 Digital Voucher for Safety Shoes.

Human Resource Director Donna Fisher said this policy is being requested so that the City may provide employees with access to necessary safety equipment. She said employees often start work for the City without proper footwear or the ability to purchase that footwear for the job. She said once an employee has completed 90 days of employment the City will provide a voucher for the employee to put towards the purchase of appropriate footwear. Ms. Fisher said the employee will be eligible for a voucher only once per

year. She said this benefit improves safety for employees and reduces the likelihood of slips and falls on the job. Ms. Fisher said the City has had a few missteps, slips, and accidents recently that have resulted in some pretty hefty workers' comp claims.

Mayor Cain said to the Council this is a program that they do at his job, and it really is a beneficial program.

A motion was made by Mayor Cain to approve Resolution No. 2024-2895 authorizing a revision to the City of Freeport Policy Handbook Chapter 9- Employee Wage and Benefits adding section 9.19 Digital Voucher for Safety Shoes, seconded by Councilman Matamoros with discussion that followed.

Councilman Matamoros said there are quite a few corporations that do safety shoe vouchers and one thing he did not see and asked if there was a maximum voucher? Human Resource Donna Fisher said for this fiscal year it is \$150 which in most cases it is not going to cover the complete cost of a pair safety shoes however it will come really close for the requirements that the City has. Councilman Matamoros asked if with that voucher the shoe was under that amount? Ms. Fisher said they would not get any cash back. Councilman Matamoros asked if the employee purchased a shoe that was not designed for their work activities? Ms. Fisher said they will not be able to use the voucher for that and the vendor has the list of requirements and the vouchers can only be used for shoes that meet those requirements. Councilman Matamoros asked if they would go to a vendor that the voucher states? Ms. Fisher said for this year it is Red Wing, and they have several different lines of shoes that range at several different prices, and they can do them at the store, and they can do them online but it can only be used with Red Wing. Councilman Matamoros said Ms. Fisher did state that once per year. Ms. Fisher said yes. Councilman Matamoros asked if there was a reason why she went once per year? Ms. Fisher said, because if an employee needs a second pair of safety shoes 90 days after they have gotten the first one there is a problem, they should not, and they are made to last and so that is why she said once per year. Councilman Matamoros said the reason he is asking this question is because she did pick Red Wing and Red Wing is a durable brand, but he was just curious as to why once per year, especially if they are allowing them to purchase a durable shoe.

Mayor Cain asked if Red Wing was giving the City a discount for enrolling in this? Human Resource Director Donna Fisher said no. Mayor Cain said with his company they do but it is a lot of more people they are talking about and alot of boots. Ms. Fisher said they would have to go to the store or go online, and if they had more people they could even take a truck there but the City does not have the people to justify that. Mayor Cain said at his job they use a similar voucher and when you take that voucher it has a check mark that it has to be certain things, and they will absolutely not sell you a boot if it does not qualify. Mayor Cain said he thinks this is great.

Councilman Rossow asked if Human Resource Director Donna Fisher said if the boot cost more than \$150 the employee is responsible? Ms. Fisher said yes.

Mayor Cain called the motion to a vote with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

Consideration and possible action on the approval of Texas A&M Forest Service Fire/Rescue Equipment Grant.

Fire Chief Chris Motley said he received this a little over a week ago or two weeks ago. He said a \$25,000 grant that they applied for came through and what they have identified is actually it is \$25,000 with 90% covered by the City and that 10% have to put with it as well. He said the project identified is a UTV to address some grass fires and things like that to help with the fire out or carry personnel to the area where the apparatus cannot gain access. He said staff recommended accepting this grant and also recommendation that the Council allow him to go ahead and accept it on our behalf through the Texas Forestry Fire Connect software to acknowledge the grants. He said he also put in the Council packet the breakdown of the expenses of roughly totaling \$36,700 and \$25,000 will be paid that way towards it the rest will be provided

in support from the Freeport Fire Fighter Association annual fundraising to make up the difference. He said they are also looking at other UTVs to bring that cost down as well.

Mayor Cain said he appreciated Chief Motley going to the Council with grants all the time. Fire Chief Chris Motley said it was a nice one seeing come in the mail also.

A motion was made by Councilman Pena to approve the Texas A&M Forest Service Fire/Rescue Equipment Grant, seconded by Councilman Matamoros with discussion that followed.

Councilman Davis said he needed to attend Chief Motley's grant class. Fire Chief Chris Motley said this one is when they developed the program they kept it simple at the time you had to mail in an application, and it took longer to walk to the mailbox to put it in there. He said it keeps it very generic, you check a box and scored by point systems and that is how it come outs across the state. Chief Motley said a lot of this is reaction to the wild land fires in the panhandle and last year they received a grant that sat there for seven years, and it popped up after budget year but industry is a little tight to help support that grant but this one that he did had to turn it back, and it showed up next week the following Friday so it was good seeing something towards them to address the issues they have locally. Councilman Davis said he appreciated everything Chief Motley did.

Councilman Pena thanked Chief Motley.

Mayor Cain called the motion to a vote with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

Councilman Pena said he would like to thank the City for providing additional security.

A motion was made by Councilman Pena to include Commissioned Officers in Executive Session not only for the individual safety of the Council but if anybody on the Council tries to help if any individual Councilman is attacked, they can equally be injured. The motion died due to a lack of a second.

Executive Session

Executive Session regarding a.) (Consultation with Attorney) 1.) 200 West 2nd Street 2.) Real Estate Contract Jim Maddox Properties pursuant to Section 551.071.

The regular session closed at 7:08P.M. and the Council entered into the Executive Session.

Reconvene into Open Session:

Take any action resulting from Executive Session.

Executive Session ended at 8:10P.M. and the Council entered back into regular session.

A motion was made by Mayor Cain to direct the City Manager to request proposals for investigation of the City Hall remediation with Covarrubias Remodeling Services LLC from the City's Auditors and Law Firms, seconded by Councilman Rossow with all present and voting "Aye" 4-0. The Council unanimously approved the motion. Councilman Matamoros was not present for the motion.

A motion was made by Mayor Cain to reinstatement of the real estate contract between the City of Freeport and Jim Maddox Properties LLC as it appears on page 50 of tonight's agenda packet, seconded by Councilman Rossow with discussion that followed.

Councilman Pena said he would like for Mr. Maddox to provide a written apology to the residents that he had approached on those vacant lots before he gave his approval.

Mayor Cain called the motion to a vote with all present and voting "Aye" 3-1. The Council approved the motion. Councilman Pena voted "Nay". Councilman Matamoros was not present for the motion.

Adjournment

Adjournment – Jerry Cain, Mayor

A motion was made by Mayor Cain to adjourn the meeting, seconded by Councilman Pena with all present and voting "Aye" 4-0. Councilman Matamoros was not present for the motion. Mayor Cain adjourned the meeting at 8:12P.M.

Jerry Cain, Mayor

Clarisa Fernandez, City Secretary



City Council Agenda Item #[3.B]

Title: Consideration and possible action approving the Mayor to sign the annual Brazoria County MS4 Stormwater Coalition Annual Report.

Date: December 2, 2024

From: Laura Cramer, Special Projects Supervisor

Staff Recommendation: Staff recommends the approval of this item.

Item Summary: Annually, the city must submit our Phase II Small MS4 Annual Report to TCEQ and must be signed by the Mayor. This report documents our annual activities required by law.

Background Information: TCEQ oversees the Stormwater Management Program which manages the storm sewer systems throughout the state. There are five minimum control measures required by the state, which include:

1. Public education, outreach and involvement
2. Illicit discharge detection and elimination
3. Construction site stormwater runoff control
4. Post-construction stormwater management in areas of new development and redevelopment
5. Pollution prevention and good housekeeping for municipal operations

The coalition works diligently to fulfill all required items. This report illustrates to TCEQ actions by the Coalition to satisfy the requirements.

Special Considerations: The City of Freeport belongs to the Brazoria County Stormwater Coalition, as does most cities and drainage districts in southern Brazoria County. The Brazoria County Coalition submits the report to the State of Texas annually. LJA Engineering handles all testing, general requirements and documents required to be sent to the state.

We are currently in year six of our third permit term. Permit terms are typically five years but TCEQ was late in issuing the updated permit per our consultants.

Financial Impact: N/A

Board or 3rd Party Recommendation: N/A

Supporting Documentation:



1. Brazoria County Coalition Annual Report FY_2024

Phase II (Small) MS4 Annual Report Form

TPDES General Permit Number TXR040000

A. General Information

Authorization Number: **TXR040154**

Reporting Year (year will be either 1, 2, 3, 4, or 5): **6**

Annual Reporting Year Option Selected by MS4:

Calendar Year: _____

Permit Year: _____

Fiscal Year: **X** Last day of fiscal year: (**September 30th**)

Reporting period beginning date: (month/date/year) **10/01/2023**

Reporting period end date: (month/date/year) **9/30/2024**

MS4 Operator Level: **2** Name of MS4: **Brazoria County**

Contact Name: **Wael Tabara, P.E.** Telephone Number: **(979)864-1265**

Mailing Address: **451 N. Velasco, Suite 230, Angleton, TX 77515**

E-mail Address: **WaelT@brazoriacountytx.gov**

A copy of the annual report was submitted to the TCEQ Region: YES **X** NO _____

Region the annual report was submitted to: TCEQ Region **12**

B. Status of Compliance with the MS4 GP and SWMP

1. Provide information on the status of complying with permit conditions:
(TXR040000 Part IV.B.2)

	Yes	No	Explain
Permittee is currently in compliance with the SWMP as submitted to and approved by the TCEQ.	X		All BMPs and measurable goals have been implemented during the current reporting period.
Permittee is currently in compliance with recordkeeping and reporting requirements.	X		All associated SWMP records and annual reporting requirements have been met for the current permit term.
Permittee meets the eligibility requirements of the permit (e.g., TMDL requirements, Edwards Aquifer limitations, compliance history, etc.).	X		The permittees meet the eligibility requirements established in TPDES General Permit No. TXR040000.
Permittee conducted an annual review of its SWMP in conjunction with preparation of the annual report	X		Annual SWMP review was conducted on 3/20/2024.

2. Provide a general assessment of the appropriateness of the selected BMPs. You may use the table below to meet this requirement (**see Example 1 in instructions**):

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No and explain)
1	Flyers and Brochures	Yes, the distribution of flyers and brochures help educate the public on potential stormwater pollutants and provides the details on steps they can take to improve stormwater quality.

1	Education of Children	Yes, the development of materials for children helps educate them on potential stormwater pollutants and provides the details on steps they can take to improve stormwater quality.
1	Education of Construction Site Personnel	Yes, education of construction site personnel helps bring awareness of pollutants associated with construction activities.
1	Public Service Announcements	Yes, public service announcements help educate the public on potential stormwater pollutants and provides the details on steps they can take to improve stormwater quality.
1	SWMP Posting	Yes, making the SWMP available helps educate the public on their local stormwater management program and the associated implementation schedule.
1	Annual Report Posting	Yes, making the Annual Report available helps educate the public on the implementation status of their local stormwater management program.
1	SWMP Review	Yes, reviewing the SWMP annually helps ensure any necessary updates to the SWMP are made.
1	Public Meetings	Yes, public meetings help educate the public about their local stormwater management programs and gives them an opportunity to participate.
1	Stormwater Hotline	Yes, stormwater hotlines provide citizens with a mechanism to report illicit discharges, illegal dumping, spills, etc.
1	SWMP Public Notice	Yes, the public notice process helps educate the public about their local stormwater management programs and gives them an opportunity to participate.
1	Stormwater Quality Website	Yes, the development of a stormwater quality website helps educate the public on potential stormwater pollutants and provides them details on steps they can take to improve stormwater quality.

1	Educational Material Distribution	Yes, the distribution of stormwater quality educational materials at local community organization meetings helps educate the public on potential pollutants and provides them with details on steps they can take to improve stormwater quality.
2	MS4 Outfall Map	Yes, developing and maintaining a MS4 outfall map makes the illicit discharge detection and elimination program more effective.
2	MS4 Outfall Inspections	Yes, inspecting MS4 outfalls helps identify and eliminate illicit discharges.
2	Regulatory Mechanisms	Yes, having regulatory mechanisms/procedures in place helps encourage individuals to comply with stormwater quality regulations.
2	MS4 Field Staff Training	Yes, MS4 field staff training helps educate permittee employees on how to properly identify and eliminate stormwater pollutants.
2	IDDE Procedures	Yes, the development and implementation of IDDE procedures makes the Illicit Discharge program more effective.
2	Public Reporting	Yes, providing the public with instructions on how to properly report potential stormwater quality concerns helps identify and eliminate illicit discharges more effectively.
3	Construction Site Plan Review	Yes, reviewing construction site plans for the inclusion of appropriate structural controls helps reduce the amount of pollutants being discharged from construction sites.

3	Plan Review, Inspection, and Enforcement Procedures	Yes, developing standard operating procedures that address plan review, inspections, and enforcement actions related to permittee owned construction sites helps reduce the amount of pollutants being discharged to the MS4.
3	Construction Site Inspection/Enforcement	Yes, inspecting construction sites for proper installation/maintenance of structural controls helps reduce the amount of pollutants being discharged to the MS4.
3	Regulatory Mechanisms	Yes, referral of stormwater quality issues to adjacent MS4 operators or the TCEQ Regional Office helps reduce the amount of pollutants being discharged from construction activities.
3	Public Reporting	Yes, providing the public with instructions on how to properly report potential stormwater quality concerns helps reduce the amount of pollutants being discharged from construction activities.
3	MS4 Staff Training	Yes, MS4 staff training helps educate permittee employees on how to properly identify and eliminate stormwater pollutants.
4	Development Project Plan Review	Yes, reviewing development plans for the inclusion of appropriate post construction controls helps reduce the amount of pollutants being discharged to the MS4.
4	Regulatory Mechanisms	Yes, referral of stormwater quality issues to adjacent MS4 operators or the TCEQ Regional Office helps reduce the amount of pollutants being discharged to the MS4.
4	Post Construction Control Inspections	Yes, inspecting permittee owned permanent structural controls helps reduce the amount of pollutants being discharged to the MS4.
4	Post Construction Procedures	Yes, developing standard operating procedures that address documentation of enforcement actions and long-term operation/maintenance of post construction stormwater control measures helps reduce the amount of pollutants being discharged to the MS4.

5	MS4 Facility Inventory	Yes, developing an inventory of permittee owned facilities within the urbanized area helps identify potential sources of stormwater pollution.
5	Employee Training Program	Yes, conducting employee training helps educate permittee employees on how to properly identify and eliminate stormwater pollutants.
5	Waste Disposal Procedures	Yes, development of standard operating procedures on the proper disposal of waste helps reduce the amount of floatables and other pollutants being discharged to the storm sewer system.
5	Contractor Oversight Procedures	Yes, the development and implementation of contractor oversight procedures helps reduce the amount of pollutants being discharged by contractors performing maintenance activities on behalf of the permittee.
5	Operation and Maintenance Activities	Yes, maintaining a general pollution prevention plan at each permittee owned facility helps ensure that appropriate BMPs are being implemented to reduce the amount of pollutants being discharged.
5	Facility Inspections	Yes, inspecting permittee owned facilities helps ensure that appropriate BMPs are being implemented to reduce the amount of pollutants being discharged.
5	Litter/Garbage Collection	Yes, conducting litter/garbage collection helps reduce the amount of floatables being discharged to the storm sewer system.
5	Municipal Operation Procedures	Yes, developing standard operating procedures for inspecting/maintaining structural controls at municipal facilities and for employee training helps make permittee employees more aware of pollutants of concern that could be discharged to the storm sewer system.

3. Describe progress towards achieving the goal of reducing the discharge of pollutants to the MEP. If no progress was made or the BMP did not result in a reduction in pollutants, provide an explanation. Use the table below to meet this requirement (**see Example 2 in instructions**):

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No and explain)
1	Flyers and Brochures	number of materials developed and/or maintained on website	320 stormwater quality brochures, 320 pet waste brochures	materials	No, while the BMP does not result in a direct reduction in pollution, public education is expected to indirectly reduce pollutants by increasing awareness about stormwater quality issues.
1	Education of Children	number of materials developed	180 stormwater coloring books	coloring books	No, while the BMP does not result in a direct reduction in pollution, public education is expected to indirectly reduce pollutants by increasing awareness about stormwater quality issues.
1	Education of Construction Site Personnel	number of educational materials or guidance documents developed and/or maintained on website	1 guidance document/ 320 stormwater quality brochures/ stormwater website	materials	No, while the BMP does not result in a direct reduction in pollution, public education is expected to indirectly reduce pollutants by increasing awareness about stormwater quality issues.
1	Public Service Announcements	number of different PSAs being maintained on the Coalition's stormwater website	4 PSAs on stormwater quality website	materials	No, while the BMP does not result in a direct reduction in pollution, public education is expected to indirectly reduce pollutants by increasing awareness about stormwater quality issues.
1	SWMP Posting	stormwater quality website with SWMP posted	SWMP made available on stormwater quality website	location	No, while the BMP does not result in a direct reduction in pollution, public education is expected to indirectly reduce pollutants by increasing awareness about stormwater quality issues.

1	Stormwater Hotline	number of phone calls received regarding stormwater quality issues	1 phone calls	phone calls	Yes, receiving and responding to phone calls concerning illicit discharges allows the permittee to make appropriate corrections to the storm sewer system.
2	MS4 Outfall Inspections	percentage of outfalls inspected	approximately 20% of the total outfalls were inspected	percentage	Yes, locating and eliminating illicit discharges represents a direct reduction in pollutants.
2	Regulatory Mechanisms	number of enforcement actions	0	enforcement actions	Yes, implementation of local illicit discharge regulatory mechanisms represents a direct reduction in pollutants.
3	Construction Site Plan Review	number of permits issued	296	permits	Yes, reviewing construction plans the result in the disturbance of greater than or equal to one acre, or are part of a common plan of development or sale ensures that appropriate structural controls are being used to reduce pollution.
3	Construction Site Inspection/ Enforcement	number of inspections	751	inspections	Yes, inspecting construction sites ensures that appropriate controls are in place and functioning properly to reduce pollution.
3	Regulatory Mechanisms	number of enforcement actions	(135) 48-hour notices	enforcement actions	Yes, implementation of local regulatory mechanisms represents a direct reduction in pollutants.
4	Development Project Plan Review	number of plans reviewed	153	plans	Yes, reviewing construction plans ensures that appropriate post construction controls are being used to reduce pollution.
4	Regulatory Mechanisms	number of enforcement actions	0	enforcement actions	Yes, implementation of local regulatory mechanisms represents a direct reduction in pollutants.

5	Litter/Garbage Collection	estimated volume of litter/garbage collected	39,014.7	tons	Yes, conducting litter/garbage collection reduces the amount of floatables and other stormwater pollutants.
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4. Provide the measurable goals for each of the MCMs, and an evaluation of the success of the implementation of the measurable goals (**see Example 3 in instructions**):

MCM(s)	Measurable Goal(s)	Explain progress toward goal or how goal was achieved. If goal was not accomplished, please explain.
1	Develop or post on the stormwater website at least 2 types of flyers/brochures per year	Goal Met; developed 320 stormwater quality brochures and 320 pet waste brochures. Additionally, all materials are maintained on the stormwater website.
1	Develop at least 1 type of educational material annually for children	Goal Met; developed 180 stormwater coloring books.
1	Make available annually on stormwater website at least 1 guidance document or brochure on construction site runoff issues	Goal Exceeded; guidance document, brochure, and stormwater quality website made available to construction site personnel.
1	Maintain at least 1 PSA on the Coalition's stormwater website annually to educate the public about water quality	Goal Met; 4 PSAs maintained on stormwater quality website.
1	Post a copy of the SWMP on the Coalition's stormwater website no later than 30 days after the TCEQ approval date	Goal Met; SWMP posted on the Coalition's stormwater website at www.txms4.com/brazoria .

1	Annually post a copy of the most recent annual report on the stormwater website no later than 30 days after the due date	Goal Met; annual report for FY 2023 was posted on the stormwater website within 30 days of the due date.
1	Conduct annual review of SWMP and perform any necessary updates	Goal Met; SWMP review conducted on 3/20/2024
1	Conduct at least 1 public involvement session per permit term	Goal Met; virtual public involvement session was conducted from July 1, 2022- July 31, 2022.
1	Develop or post on the stormwater website at least 2 types of materials/media per year that informs the public about reporting stormwater quality concerns	Goal Met; 2 types of brochures and stormwater quality website were made available.
1	Comply with TCEQ public notice requirements for the TXR040000 permit renewal process	Goal Met; TCEQ public notice requirements were met for the current permit term.
1	Maintain and make available annually a stormwater quality website	Goal Met; website updates/maintenance was conducted on 1/18/2024. The stormwater quality website had 949 site visits during the reporting period.
1	Maintain collection of education materials on the stormwater quality website annually for local community organizations to view	Goal Met; a collection of educational materials is kept on the stormwater quality website and available for local community organizations to view at www.txms4.com/brazoria .
2	Conduct at least 1 map review per permit term	Goal Met; MS4 outfall map review was conducted on 4/24/2024.

2	Inspect 20% of the outfalls within the urbanized area annually	Goal Met; 271 outfalls out of 1,252 were inspected (21%).
2	Maintain ordinances and standard operating procedures in effect annually	Goal Met; zero illicit discharges were identified during the reporting period. Ordinances and standard operating procedures are in place for reporting/eliminating illicit discharges.
2	Conduct training for at least 80% of the MS4 field staff employees once per permit term	Goal Met; employee training was conducted for at least 80% of the MS4 field staff during the current permit term.
2	Annually conduct 1 review of the standard operating procedures and perform any necessary updates	Goal Met; annual review of the standard operating procedures was conducted on 3/20/2024.
2	Develop/maintain on the stormwater website at least 2 types of media and/or materials annually to help facilitate public reporting of stormwater quality issues	Goal Met; 2 types of brochures and stormwater quality website were made available.
3	Review 100% of construction plans annually that will result in the disturbances of greater than or equal to one acre, or are part of a common plan of development or sale that will result in the disturbance of one or more acres for compliance with local regulations	Goal Met; 296 stormwater permits were issued this reporting period.

3	Annually conduct 1 review of the standard operating procedures and perform any necessary updates	Goal Met; annual review of the standard operating procedures was conducted on 3/20/2024.
3	Inspect 50% of applicable construction sites per year, or a minimum of 20 inspections	Goal Met; 100% of the applicable sites were inspected during the reporting period. (a total of 751 inspections were performed during the reporting period).
3	Maintain ordinances and standard operating procedures in effect annually	Goal Met; ordinances and standard operating procedures have been developed and are currently being implemented.
3	Develop/maintain on the stormwater website at least 2 types of media and/or materials annually to help facilitate public reporting of stormwater quality issues	Goal Met; 2 types of brochures and stormwater quality website were made available.
3	Conduct training for at least 80% of the MS4 field staff employees once per permit term	Goal Met; employee training was conducted for at least 80% of the MS4 field staff during the current permit term.
4	Annually review 100% of the submitted development plans for the inclusion of post construction controls	Goal Met; 100% of the submitted development plans were reviewed for the inclusion of post construction controls. A total of 153 development plans were reviewed.
4	Maintain ordinances and standard operating procedures in effect annually	Goal Met; ordinances and standard operating procedures have been developed and are currently being implemented.
4	Inspect 100% of permittee owned permanent structural controls at least once per permit term	Goal Met; 100% of permittee owned permanent structural controls were inspected during the reporting period.

4	Annually conduct 1 review of the standard operating procedures and perform any necessary updates	Goal Met; annual review of the standard operating procedures was conducted on 3/20/2024.
5	Annually maintain an inventory of 100% of the facilities and stormwater controls that the permittee owns and operates within the urbanized area annually	Goal Met; inventory for 100% of the MS4 facilities has been developed and is maintained annually.
5	Conduct training for at least 80% of the MS4 field staff employees once per permit term	Goal Met; employee training was conducted for at least 80% of the MS4 field staff during the current permit term.
5	Annually conduct 1 review of waste disposal standard operating procedures and perform any necessary updates	Goal Met; annual review of the standard operating procedures was conducted on 3/20/2024.
5	Annually conduct 1 review of contractor oversight standard operating procedures and perform any necessary updates	Goal Met; annual review of the standard operating procedures was conducted on 3/20/2024.
5	Annually conduct 1 review of general pollution prevention plan and perform any necessary updates	Goal Met; annual review of the general pollution prevention plan was conducted on 3/20/2024.
5	Inspect 100% of the permittee owned facility identified in the MS4 facility inventory once per permit term	Goal Met; 100% of the permittee owned facilities have been inspected during the current permit term.
5	Conduct litter/garbage collection on an annual basis within the regulated area	Goal Met; approximately 39,014.7 tons of litter/garbage was removed and properly disposed of.

5	Annually conduct 1 review of the municipal operation standard operating procedures and perform any necessary updates	Goal Met; annual review of the standard operating procedures was conducted on 3/20/2024.
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C. Stormwater Data Summary

Provide a summary of all information used, including any lab results (if sampling was conducted) to assess the success of the SWMP at reducing the discharge of pollutants to the MEP. For example, did the MS4 conduct visual inspections, clean the inlets, look for illicit discharge, clean streets, look for flow during dry weather, etc.?

During the reporting period, the permittees conducted multiple activities to help reduce the discharge of pollutants to the MEP, including but not limited to: outfall inspections, public education, and litter/garbage collection. As a result, the permittees inspected approximately 21% of their MS4 to look for flows during dry weather, conducted 363 construction site compliance inspections and collected/properly disposed of approximately 39,014.7 tons of litter/garbage (data for all BMPs implemented during the reporting period to reduce the discharge of pollutants to the MEP is included in Section B.3 of this annual report). After review, the permittees have maintained 100% compliance with the measurable goals and implementation schedule established in their SWMP and believe that the program has been successful at reducing the discharge of pollutants to the MEP.

D. Impaired Waterbodies

1. Identify whether an impaired water within the permitted area was added to the latest EPA-approved 303(d) list or the Texas Integrated Report of Surface Water Quality for CWA Sections 305(b) and 303(d). List any newly-identified impaired waters below by including the name of the water body and the cause of impairment.

No impaired water bodies were added during the reporting period.

2. If applicable, explain below any activities taken to address the discharge to impaired waterbodies, including any sampling results and a summary of the small MS4's BMPs used to address the pollutant of concern.

The applicable permittees have referred to the CWA 303(d) list and existing TMDL Implementation Plans and determined that they are a potential source of the pollutant(s) of concern being discharged to Oyster Creek Tidal (stream segment no. 1109), Oyster Creek Above Tidal (stream segment no. 1110), Bastrop Bayou Tidal (stream segment no. 1105), Chocolate Bayou Tidal (stream segment no. 1107), Halls Bayou (stream segment no. 2423C), Clear Creek Tidal (stream segment no. 1101), Clear Creek Above Tidal (stream segment no. 1102), Dickinson Bayou Tidal (stream segment no. 1103), and Dickinson Bayou Above Tidal (stream segment no. 1104) (Permittees that discharge to each stream segment are identified in the shared SWMP that was submitted to the TCEQ.). Appropriate focused BMPs and corresponding measurable goals have been developed to reduce the discharge of the pollutant(s) of concern that contribute to the impairment of the water body. The focused BMPs include activities related to TMDL I-Plans, sanitary sewer capital improvement projects, failing on-site sewer systems, MS4 outfall inspections, public reporting, pet waste management, and residential education.

Our research indicates that the pollutants of dioxin in edible tissue and PCBs in edible tissue are legacy pollutants and/or are directly related to industrial discharges. Therefore, the permittees are not considered a potential source and no additional focused BMPs were developed by the permittees to target those pollutants.

Brazoria Drainage District No. 4 and the City of Alvin are the only permittees in the coalition that discharge to an impaired water body with an approved TMDL. Therefore, parts 2, 3, 4, and 6 of this section of the report only refer to activities conducted by those permittees. The City of Freeport does not discharge to an impaired water body and therefore, no information included in this section is applicable to them as an MS4.

3. Describe the implementation of targeted controls if the small MS4 discharges to an impaired water body with an approved TMDL.

The permittees are implementing the targeted BMPs and associated measurable goals as outlined in their stormwater management program. During the reporting period, approximately 21% of the identified outfalls were inspected to identify illicit discharges and public education materials were developed to bring awareness about bacteria sources such as pet waste and septic systems. All focused BMPs related to public reporting and residential education are fully implemented. The assessment of progress towards the identified benchmarks will be conducted by the evaluation of program implementation measures.

4. Report the benchmark identified by the MS4 and assessment activities:

Benchmark Parameter <i>(Ex: Total Suspended Solids)</i>	Benchmark Value	Description of additional sampling or other assessment activities	Year(s) conducted
Stream segment no. – 1101: Bacteria	8,160 counts/day Enterococci	20% of identified outfalls were inspected to identify illicit discharges	Permit Year 1 Permit Year 2 Permit Year 3 Permit Year 4 Permit Year 5 Permit Year 6
Stream Segment no. – 1102: Bacteria	N/A	20% of identified outfalls were inspected to identify illicit discharges	Permit Year 1 Permit Year 2 Permit Year 3 Permit Year 4 Permit Year 5 Permit Year 6
Stream segment no. – 1103: Bacteria	3.47E+10 MPN/day Enterococci	20% of identified outfalls were inspected to identify illicit discharges	Permit Year 1 Permit Year 2 Permit Year 3 Permit Year 4 Permit Year 5 Permit Year 6
Stream segment no. – 1104: Bacteria	4.27E+09 MPN/day E. coli	20% of identified outfalls were inspected to identify illicit discharges	Permit Year 1 Permit Year 2 Permit Year 3 Permit Year 4 Permit Year 5 Permit Year 6

The permittees assess progress in achieving benchmarks and determining the effectiveness of BMPs by evaluating program implementation measures. The following indicators are utilized to assess progress towards the benchmark(s): the number of illicit discharge sources identified or eliminated, number of public education materials developed, and results of outfall inspection activities. As a result of implementing the focused BMPs, the permittees have inspected approximately 21% of their outfalls and made multiple forms of public education materials available that address bacteria sources. After review, the permittees have maintained 100% compliance with the measurable goals and implementation schedule established in their SWMP and believe the continued implementation of these focused BMPs will continue to make progress towards the desired benchmark values.

5. Provide an analysis of how the selected BMPs will be effective in contributing to achieving the benchmark:

Benchmark Parameter	Selected BMP	Contribution to achieving Benchmark
Bacteria	TMDL I-Plans	Compliance with existing TMDL I-Plans will reduce the amount of illicit discharges
Bacteria	Public Reporting	Development of public education materials which raise awareness of stormwater quality and encourage public reporting will increase the effectiveness of the program
Bacteria	Failing On-Site Sewer Systems	Identification of failing on-site sewer systems will directly reduce the amount of illicit discharges to the MS4
Bacteria	Maintenance of On-Site Sewer Systems	Maintenance of on-site sewer systems ensure proper operation of the system and will help reduce the potential for illicit discharges
Bacteria	Outfall Inspections	Conducting outfall inspections will enable the permittee to identify and eliminate illicit discharges
Bacteria	Pet Waste Management	Promoting proper pet waste management through the development of educational materials will raise awareness on the impacts pet waste has on water quality
Bacteria	Residential Education	Development of public education materials which raise awareness of stormwater quality and encourage public reporting will increase the effectiveness of the program

Bacteria	Sanitary Sewer Capital Improvement Projects	Conducting sanitary sewer capital improvement projects help the permittee to identify and eliminate illicit discharges
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6. If applicable, report on focused BMPs to address impairment for bacteria:

Description of bacteria-focused BMP	Comments/Discussion
Outfall Inspections: Utilize reports from MS4 field staff, citizens, and annual outfall inspections to identify illicit discharges and illegal dumping sites.	21% of identified outfalls inspected during reporting period.
Public Reporting: Develop educational materials and website content focused on the identification and public reporting of sanitary sewer overflows, failing on-site sewer systems, illicit discharges, and illegal dumping.	2 brochures and a stormwater quality website that help facilitate public reporting of the pollutant(s) of concern were developed and made available.
Pet Waste Management: Develop media to facilitate and promote proper pet waste management practices. Educational material options include flyers, brochures, and/or websites.	Brochure promoting proper pet waste management was developed and made available.
Residential Education: Develop media to facilitate public education for bacterial sources including residential sources, pet waste, proper disposal of fats, oils and greases, and decorative ponds. Educational material options include brochures, flyers, and/or websites.	2 brochures, 1 flyer, and a stormwater quality website were developed and made available.
TMDL I-Plans: Comply with existing implementation plans for discharges to impaired water bodies for which there is a TCEQ and EPA approved TMDL.	TMDL compliance evaluation was conducted on 3/20/2024
Failing On-Site Sewer Systems: Identify failing on-site sewer systems through citizen complaints and/or visual inspections conducted of the storm sewer system. Identified discharges from failing on-site sewer systems will be addressed as illicit discharges to the MS4 and enforcement actions will be implemented based on the permittee's legal authority.	271 outfalls out of 1,252 were inspected (21%). Zero illicit discharges were identified from failing on-site sewer systems during the current reporting period

Maintenance of On-Site Sewer Systems: Develop media to facilitate proper maintenance of on-site sewer systems. Educational material options include brochures, flyers, and/or websites.	1 brochure, 1 flyer, and a stormwater quality website were developed and made available.
Sanitary Sewer Capital Improvement Projects: Document and report on sanitary sewer system capital improvement projects that result in the reduction of sanitary sewer overflows, lift station improvements, and/or a reduction in the magnitude of stormwater inflow and infiltration into the sanitary sewer system.	0 sanitary sewer capital improvement projects were conducted during the reporting period.

7. Assess the progress to determine BMP's effectiveness in achieving the benchmark.

Benchmark Indicator	Description/Comments
Number of sources identified or eliminated	Outfall inspections were conducted on approximately 21% of the identified outfalls; there were zero illicit discharges identified from bacterial sources during the reporting period.
Number of education materials developed	2 types of brochures, 1 flyer, and a stormwater quality website that address bacteria sources were developed and made available

The permittees assess progress in achieving benchmarks and determining the effectiveness of BMPs by evaluating program implementation measures. The following indicators are utilized to assess progress towards the benchmark(s): the number of illicit discharge sources identified or eliminated, number of public education materials developed, number of sanitary sewer improvement projects, and results of outfall inspection activities. After review, the permittees have maintained 100% compliance with the measurable goals and implementation schedule established in their SWMP and believe the continued implementation of these focused BMPs will continue to make progress towards the desired benchmark value.

E. Stormwater Activities

Describe activities planned for the next reporting year:

MCM(s)	BMP	Stormwater Activity	Description/Comments
1	Flyers and Brochures	Develop or maintain on the stormwater website at least 2 types of flyers/brochures per year	Development of flyers and brochures for the purpose of educating the public on stormwater impacts and ways they can minimize stormwater pollution.
1	Education of Children	Develop at least 1 type of educational material annually for children	Development of educational materials for school age children in order to foster a respect for water quality at an early age.
1	Education of Construction Site Personnel	Make available annually on stormwater website at least 1 guidance document or brochure on construction site runoff issues	Development of guidance materials for construction site personnel on the proper installation and maintenance of erosion and sediment controls.
1	Public Service Announcements	Maintain at least 1 PSA on the Coalition's stormwater website annually to educate the public about water quality	Utilize PSAs on the Coalition's stormwater website to educate the public on the impacts of stormwater pollution and steps they can take to improve water quality.
1	SWMP Posting	Post a copy of the SWMP on the Coalition's stormwater website no later than 30 days after the TCEQ approval date	Post a copy of the SWMP on the Coalition's stormwater quality website for the public to review.

1	Annual Report Posting	Annually post a copy of the most recent annual report on the stormwater website no later than 30 days after the due date	Post a copy of each year's annual report on the Coalition's stormwater quality website for the public to review.
1	SWMP Review	Conduct annual review of SWMP and perform any necessary updates	Conduct an annual review of the Coalition's stormwater management program and perform any necessary updates.
1	Stormwater Hotline	Develop or maintain on the stormwater website at least 2 types of materials/media per year that informs the public about reporting stormwater quality concerns	Advertise appropriate phone numbers for citizens to participate in the implementation of control measures by reporting illicit discharges, illegal dumping, spills, and construction site discharge issues.
1	SWMP Public Notice	Comply with TCEQ public notice requirements for the TXR040000 permit renewal process	The Coalition will adhere to all state and local public notice requirements during the TXR040000 permit renewal process.
1	Stormwater Quality Website	Maintain and make available annually a stormwater quality website	Develop and maintain a stormwater quality website to ensure that the public can easily find information about the SWMP and inform citizens about steps they can take to improve water quality.
1	Educational Material Distribution	Maintain collection of education materials on the stormwater quality website annually for local community organizations to view	Provide local community organizations with the opportunity to assist in the distribution of stormwater quality educational materials by providing them with materials for distribution at their meetings, when requested. All educational materials will be included on the stormwater quality website for viewing by the public.

2	MS4 Outfall Inspections	Inspect 20% of the outfalls within the urbanized area annually	Conduct inspections of all outfalls in the urbanized area (once per permit term) in order to identify and reduce the presence of illicit discharges to the MS4.
2	Regulatory Mechanisms	Maintain ordinances and standard operating procedures in effect annually	Enforce local illicit discharge regulations prohibiting illicit non-storm water discharges from being discharged into the Coalition's MS4. Within two years from the permit effective date, the coalition will review and revise, if needed, its existing regulatory mechanisms to comply with the current permit requirements. Non-traditional MS4s included in the coalition have standard operating procedures in place for addressing illicit discharges, in lieu of regulatory mechanisms.
2	IDDE Procedures	Maintain IDDE standard operating procedures in effect annually	Maintain procedures and all associated records for tracing/removing the source of an illicit discharge, responding to illicit discharges/spills, inspections in response to complaints, and to prevent/correct leaking on-site sewage disposal systems.
2	Public Reporting	Develop/maintain on the stormwater website at least 2 types of media and/or materials annually to help facilitate public reporting of stormwater quality issues	Develop media to facilitate public reporting of illicit discharges. Options include stormwater hotlines, websites, and flyers/brochures.

3	Construction Site Plan Review	Review 100% of construction plans annually that will result in the disturbances of greater than or equal to one acre, or are part of a common plan of development or sale that will result in the disturbance of one or more acres for compliance with local regulations	Implement a construction site plan review program that focuses on compliance with the local construction regulations and water quality impacts. Plans must meet the requirements established in Part III.B.3(b)(2) subsections a. through c. of TPDES General Permit TXR040000. For non-traditional MS4s, this BMP is limited to the sites operated by the permittee and located within the urbanized area.
3	Plan Review, Inspection, and Enforcement Procedures	Annually conduct 1 review of standard operating procedures and perform any necessary updates	Maintain and implement site plan review, inspection, and enforcement procedures that describe which plans will be reviewed, when operators may begin construction, soil stabilization requirements, and how inspection/enforcement actions will be conducted.
3	Construction Site Inspection/Enforcement	Inspect 50% of applicable construction sites per year, or a minimum of 20 inspections	Conduct inspections of construction sites and associated control measures and enforce local regulatory mechanisms to the MEP. For non-traditional MS4s, this BMP is limited to the sites operated by the permittee and located within the urbanized area.

3	Regulatory Mechanisms	Maintain ordinances and standard operating procedures in effect annually	Enforce local regulations to address stormwater runoff from construction sites which disturb one acre or more or are part of a common plan of development that disturb greater than or equal to one acre. Within two years from the permit effective date, the Coalition will review and revise, if needed, its existing regulatory mechanisms to comply with the current permit requirements. Non-traditional MS4s included in the Coalition have standard operating procedures in place for addressing construction site stormwater runoff, in lieu of regulatory mechanisms.
3	Public Reporting	Develop/maintain on the stormwater website at least 2 types of media and/or materials annually to help facilitate public reporting of stormwater quality issues	Maintain and implement procedures for receipt and consideration of information submitted by the public regarding construction site stormwater runoff.
4	Development Project Plan Review	Annually review 100% of the submitted development plans for the inclusion of post construction controls	Review development plans to ensure compliance with local post construction runoff guidelines and inclusion of appropriate permanent stormwater quality controls.

4	Regulatory Mechanisms	Maintain ordinances and standard operating procedures in effect annually	Enforce local post construction stormwater management regulations to address discharges from new development and redevelopment projects which disturb one acre or more or are part of a common plan of development that disturb greater than or equal to one acre. Within two years from the permit effective date, the coalition will review and revise, if needed, its existing regulatory mechanisms to comply with the current permit requirements. Non-traditional MS4s included in the Coalition have standard operating procedures in place for addressing post construction stormwater discharges, in lieu of regulatory mechanisms.
4	Post Construction Procedures	Annually conduct 1 review of the standard operating procedures and perform any necessary updates	Develop and maintain standard operating procedures to document records of enforcement actions and procedures for ensuring long-term operation/maintenance of post construction stormwater control measures.
5	MS4 Facility Inventory	Annually maintain an inventory of 100% of the facilities and stormwater controls that the permittee owns and operates within the urbanized area	Maintain an inventory of applicable facilities and stormwater controls pursuant to the requirements established in Part III, Section B.5(b)(1) of TPDES General Permit TXR040000, that each permittee owns and operates within the urbanized area.
5	Waste Disposal Procedures	Annually conduct 1 review of the standard operating procedures and perform any necessary updates	Maintain standard operating procedures for the appropriate disposal of waste materials from maintenance activities such as floatable collections, dredge spoils, and/or accumulated sediments.

5	Contractor Oversight Procedures	Annually conduct 1 review of the standard operating procedures and perform any necessary updates	Maintain procedures that contractually require contractors hired by the permittee to perform maintenance activities on permittee-owned facilities to comply with all stormwater control measures, good housekeeping practices, and facility specific stormwater management operating procedures.
5	Operation and Maintenance Activities	Annually conduct 1 review of the standard operating procedures and perform any necessary updates	Maintain and implement general pollution prevention plans that identify potential pollutants of concern and address stormwater discharges from permittee operation and maintenance activities, including road and parking lot maintenance, bridge maintenance, cold weather operations, and right-of-way maintenance.
5	Litter/garbage Collection	Conduct litter/garbage collection on an annual basis within the regulated area	Conduct garbage and/or litter collection to reduce floatable material discharges to the MS4.
5	Municipal Operation Procedures	Annually conduct 1 review of the standard operating procedures and perform any necessary updates	Maintain standard operating procedures for inspecting/maintaining structural controls at municipal facilities and for conducting employee training for staff members involved in implementing pollution prevention/good housekeeping practices.

F. SWMP Modifications

1. The SWMP and MCM implementation procedures are reviewed each year.

 X Yes No

2. Changes have been made or are proposed to the SWMP since the NOI or the last annual report, including changes in response to TCEQ's review.

 Yes X No

If "Yes," report on changes made to measurable goals and BMPs: N/A

MCM(s)	Measurable Goal(s) or BMP(s)	Implemented or Proposed Changes (Submit NOC as needed)
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

Note: If changes include additions or substitutions of BMPs, include a written analysis explaining why the original BMP is ineffective or not feasible, and why the replacement BMP is expected to achieve the goals of the original BMP.

3. Explain additional changes or proposed changes not previously mentioned (i.e. dates, contacts, procedures, annexation of land, etc.). N/A

G. Additional BMPs for TMDLs and I-Plans

Provide a description and schedule for implementation of additional BMPs that may be necessary, based on monitoring results, to ensure compliance with applicable TMDLs and implementation plans. N/A

BMP	Description	Implementation Schedule (start date, etc.)	Status/Completion Date (completed, in progress, not started)
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

H. Additional Information

1. Is the permittee relying on another entity to satisfy any permit obligations?

 X Yes No

If "Yes," provide the name(s) of other entities and an explanation of their responsibilities (add more spaces or pages if needed)

Name and Explanation: **City of Lake Jackson, see explanation below**

Name and Explanation: **City of Alvin, see explanation below**

Name and Explanation: **City of Angleton, see explanation below**

Name and Explanation: **City of Clute, see explanation below**

Name and Explanation: **City of Richwood, see explanation below**

Name and Explanation: **City of Freeport, see explanation below**

Name and Explanation: **Velasco Drainage District, see explanation below**

Name and Explanation: **Brazoria Drainage District No. 4, see explanation below**

Name and Explanation: **Angleton Drainage District, see explanation below**

Name and Explanation: **Brazoria County Conservation & Reclamation District No. 3, see explanation below**

All permittees listed in this annual report are participating members in the Brazoria County Stormwater Quality Coalition and are responsible for the implementation of the programs as indicated in the "MS4 Responsibilities" section of the SWMP. Some of the activities are being conducted as a group, such as the development of public education materials, guidance documents, standard operating procedures, and SWMP meetings.

2.a. Is the permittee part of a group sharing a SWMP with other entities?

☒ Yes ☐ No

2.b. If "yes," is this a system-wide annual report including information for all permittees?

☒ Yes ☐ No

Authorization Number: **TXR040154** Permittee: **Brazoria County**

Authorization Number: **TXR040140** Permittee: **City of Lake Jackson**

Authorization Number: **TXR040135** Permittee: **City of Freeport**

Authorization Number: **TXR040139** Permittee: **City of Clute**

Authorization Number: **TXR040136** Permittee: **City of Angleton**

Authorization Number: **TXR040141** Permittee: **City of Richwood**

Authorization Number: **TXR040138** Permittee: **City of Alvin**

Authorization Number: **TXR040142** Permittee: **Velasco Drainage District**

Authorization Number: **TXR040144** Permittee: **Brazoria Drainage District No. 4**

Authorization Number: **TXR040137** Permittee: **Angleton Drainage District**

Authorization Number: **TXR040148** Permittee: **Brazoria County Conservation
& Reclamation District No. 3**

I. Construction Activities

1. The number of construction activities that occurred in the jurisdictional area of the MS4 (Large and Small Site Notices submitted by construction site operators):

49

- 2a. Does the permittee utilize the optional seventh MCM related to construction?

☐ Yes ☒ No

- 2b. If "yes," then provide the following information for this permit year:

The number of municipal construction activities authorized under this general permit	
The total number of acres disturbed for municipal construction projects	N/A

Note: Though the seventh MCM is optional, implementation must be requested on the NOI or on a NOC and approved by the TCEQ.

J. Certification – Brazoria County

If this is this a system-wide annual report including information for all permittees, each permittee shall sign and certify the annual report in accordance with 30 TAC §305.128 (relating to Signatories to Reports).

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name (printed):_____ Title:_____

Signature: _____ Date:_____

Name of MS4: **Brazoria County**

J. Certification – City of Lake Jackson

If this is this a system-wide annual report including information for all permittees, each permittee shall sign and certify the annual report in accordance with 30 TAC §305.128 (relating to Signatories to Reports).

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Name (printed):_____ Title:_____

Signature: _____ Date:_____

Name of MS4: **City of Lake Jackson**

J. Certification – City of Freeport

If this is this a system-wide annual report including information for all permittees, each permittee shall sign and certify the annual report in accordance with 30 TAC §305.128 (relating to Signatories to Reports).

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Name (printed):_____ Title:_____

Signature: _____ Date:_____

Name of MS4: **City of Freeport**

J. Certification – City of Clute

If this is this a system-wide annual report including information for all permittees, each permittee shall sign and certify the annual report in accordance with 30 TAC §305.128 (relating to Signatories to Reports).

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Name (printed):_____ Title:_____

Signature: _____ Date:_____

Name of MS4: **City of Clute**

J. Certification – City of Angleton

If this is this a system-wide annual report including information for all permittees, each permittee shall sign and certify the annual report in accordance with 30 TAC §305.128 (relating to Signatories to Reports).

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name (printed):_____ Title:_____

Signature: _____ Date:_____

Name of MS4: **City of Angleton**

J. Certification – City of Richwood

If this is this a system-wide annual report including information for all permittees, each permittee shall sign and certify the annual report in accordance with 30 TAC §305.128 (relating to Signatories to Reports).

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name (printed):_____ Title:_____

Signature: _____ Date:_____

Name of MS4: **City of Richwood**

J. Certification – City of Alvin

If this is this a system-wide annual report including information for all permittees, each permittee shall sign and certify the annual report in accordance with 30 TAC §305.128 (relating to Signatories to Reports).

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name (printed):_____ Title:_____

Signature: _____ Date:_____

Name of MS4: **City of Alvin**

J. Certification – Velasco Drainage District

If this is this a system-wide annual report including information for all permittees, each permittee shall sign and certify the annual report in accordance with 30 TAC §305.128 (relating to Signatories to Reports).

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name (printed):_____ Title:_____

Signature: _____ Date:_____

Name of MS4: **Velasco Drainage District**

J. Certification – Brazoria Drainage District No. 4

If this is this a system-wide annual report including information for all permittees, each permittee shall sign and certify the annual report in accordance with 30 TAC §305.128 (relating to Signatories to Reports).

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name (printed):_____ Title:_____

Signature: _____ Date:_____

Name of MS4: **Brazoria Drainage District No. 4**

J. Certification – Angleton Drainage District

If this is this a system-wide annual report including information for all permittees, each permittee shall sign and certify the annual report in accordance with 30 TAC §305.128 (relating to Signatories to Reports).

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name (printed):_____ Title:_____

Signature: _____ Date:_____

Name of MS4: **Angleton Drainage District**

J. Certification – Brazoria County Conservation & Reclamation District No. 3

If this is this a system-wide annual report including information for all permittees, each permittee shall sign and certify the annual report in accordance with 30 TAC §305.128 (relating to Signatories to Reports).

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name (printed):_____ Title:_____

Signature: _____ Date:_____

Name of MS4: **Brazoria County Conservation & Reclamation District No. 3**



City Council Agenda Item #[3.C]

Title: Consideration and possible action approving Resolution No. 2024-2896 authorizing a revision to the City of Freeport Policy Handbook Chapter 5- Standards of Conduct adding Section 5.28 CDL Training Program.

Date: December 2, 2024

From: Donna Fisher, HR Director

Staff Recommendation: Staff recommends approval of the Resolution.

Item Summary: This policy is being added to establish guidelines for the payment of training expenses for Commercial Driver License training.

Background Information: The Inter-Local agreement with Lake Jackson to provide Commercial Driver License training was approved during the November 18, 2024 Council meeting. This policy sets guidelines to discourage employees from getting their CDL and then leaving the City. Both the policy and the Training Expense Agreement are included with this memo

Special Considerations: N/A

Financial Impact: N/A

Board or 3rd Party Recommendation:

Supporting Documentation:

1. Resolution - CDL Training Program
2. CDL TRAINING PROGRAM

RESOLUTION NO. 2024-2896

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, ADDING SECTION 5.28 CDL TRAINING PROGRAM AND APPROVING THIS ADDITION TO THE PERSONNEL POLICY HANDBOOK.

WHEREAS, the City of Freeport values all employees working to provided services to the citizens; and

WHEREAS, the City of Freeport seeks to add a specific policy to establish guidelines for employees to participate in CDL training.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS;

SECTION 1. CDL TRAININGPROGRAM. The City Council of the City hereby approves and adopts the addition of Section 5.28 CDL Training Program attached hereto as Exhibit “A” and approves its addition to the Personnel Policy Handbook.

SECTION 2. PROPER NOTICE AND MEETING. It is hereby found and determined that the meeting at which this resolution was passed was attended by a quorum of the City Council, was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

Read, passed and adopted the _____ day of _____, 2024.

Jerry Cain, Mayor
City of Freeport, Texas

ATTEST:

APPROVED AS TO FORM:

Clarisa Fernandez, City Secretary
City of Freeport

David Olson, City Attorney
City of Freeport

SECTION 5.28 CDL TRAINING PROGRAM

The City of Freeport offers payment for CDL classes through an Inter-Local Agreement with the City of Lake Jackson as follows:

An employee wishing to participate in this training must submit a CDL Training Expense Agreement to the Public Works Director. If the Public Works Director approves, the request will be forwarded to Human Resources for approval. Final approval will be the City Manager.

If the employee voluntarily terminates employment with the City of Freeport prior to completing the course, the employee will refund the entire amount of the expenses paid by the City of Freeport.

If the employee voluntarily terminates with the City of Freeport after completion of the course and prior to completing six consecutive months of active employment following completion of the course, the employee will refund the entire amount of the expenses paid by the City of Freeport.

If the employee voluntarily terminates employment with the City of Freeport after completion of the course and after completing six months of active employment but prior to completing 12 consecutive months of active employment following completion of the course, the employee will refund a prorated share of the expenses paid by the city of Freeport. The prorated amount will be based on the total amount of expenses paid by the City divided by the percentage of time left in months from one year that the employee did not continue working.

This training agreement creates no contract of employment between the employee and the City of Freeport.

CDL TRAINING EXPENSE AGREEMENT

You recently requested approval for payment of expenses for CDL Training. In accordance with our CDL Training policy, you must complete the following training expense agreement and submit it to the Public Works Director. You will be informed of a decision on your request within two weeks.

If you have any questions regarding the CDL training expense policy of the agreement, please contact HR.

In consideration of payment of these expenses, you agree to the following:

If you voluntarily terminate employment with City of Freeport prior to completing the course, you will refund the entire amount of the training expenses paid.

If you voluntarily terminate employment with City of Freeport after completion of the course and prior to completing six consecutive months of active employment after completion of the course, you will refund the entire amount of the training expenses paid.

If you voluntarily terminate employment with City of Freeport after completion of the course and after completing six months of active employment but prior to completing 12 consecutive months of active employment after completion of the course, you will refund a prorated share of the training expense paid. The prorated amount will be based on the total amount of training expenses paid divided by the percentage of time left in months from one year that you did not continue working. For example, if \$1800 is paid for training expenses and you work only nine months after completion of the course, you will refund 25% of the \$1,800 or \$450 (three months not worked divided by 12 months equals 25%.)

If any action is brought to enforce any provision of this agreement by City of Freeport, you agree to pay all costs associated with the action as well as any costs of litigation, including all reasonable attorney fees.

The CDL training expense agreement created no contract of employment between you and City of Freeport. You may terminate your employment with the City at any time with or without cause and City of Freeport may terminate your employment at any time with or without cause.

Employee Name: _____

Employee Signature: _____

Date: _____

Public Works Director Name: _____

Public Works Director Signature: _____

Date: _____

Human Resources Director Name: _____

Human Resources Director Signature: _____

Date: _____

City Manager Name: _____

City Manager Signature: _____

Date: _____



City Council Agenda Item #[3.D]

Title: Consideration and possible action approving Resolution No. 2024-2897 authorizing the Mayor to execute settlement release documents with retail pharmacy Kroger.

Date: December 2, 2024

From: Lance Petty, City Manager

Staff Recommendation: Staff recommends the Council approve the resolution.

Item Summary: Kroger a retail pharmacy has now joined the proposed opioid settlement. The City of Freeport hereby finds that there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City. The City of Freeport desires to execute the settlement release form with Kroger in its entirety.

Background Information: Texas, along with a broad coalition of states and subdivisions, has now reached final agreements with twelve companies to resolve legal claims for their role in the opioid crisis. The newest agreement is with retail pharmacy Kroger. Four agreements are with opioid manufacturers Johnson & Johnson, Endo, Teva, and Allergan. There is a separate agreement with three major pharmaceutical distributors: AmerisourceBergen, Cardinal Health, and McKesson, as well as a settlement reached through bankruptcy with Mallinckrodt, a manufacturer and distributor. Finally, there are three separate settlements with pharmacies CVS, Walgreens, and Walmart.

Special Considerations:

Financial Impact: N/A

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Opioid Resolution - Kroger
2. Kroger-Subdivision-Participation-Form (Fillable)

RESOLUTON NO. 2024-2897

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE SETTLEMENT RELEASE DOCUMENTS WITH RETAIL PHARMACY KROGER, AS AN ADDITIONAL SETTLING PARTY WITHIN THE NATIONAL OPIOID SETTLEMENT PARTICIPATION PREVIOUSLY AUTHORIZED BY THE CITY.

WHEREAS, the City of Freeport, Texas (the “City”), through Resolution No. 2024-2897, duly authorized participation in the opioid settlement and adopted the Texas Term Sheet; and

WHEREAS, Kroger, a retail pharmacy, has now joined the proposed opioid settlement; and

WHEREAS, the City Council of the City hereby finds that there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City; and

WHEREAS, the City desires to execute the settlement release form with Kroger in its entirety and attached to this Resolution as **EXHIBIT A**; and **NOW, THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF FREEPORT, TEXAS:

SECTION 1. THAT the statements provided in the caption and the recitals of this Resolution are true and correct and are adopted herein for all intents and purposes.

SECTION 2. THAT the Mayor is authorized to execute the settlement release document, attached to this Resolution as **EXHIBIT A**, with Kroger in a timely manner.

PASSED AND APPROVED ON THE _____ DAY OF _____ 2024.

FOR THE CITY:

MAYOR

ATTEST:

City Secretary

EXHIBIT A – Kroger Texas Settlement Subdivision Participation and Release Form

Exhibit A

TEXAS SETTLEMENT SUBDIVISION PARTICIPATION AND RELEASE FORM

Political Subdivision:	Texas
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Texas Political Subdivision”), in order to obtain and in consideration for the benefits provided to the Texas Political Subdivision pursuant to the Kroger Texas Settlement Agreement and Full Release of All Claims dated October 30, 2024 (“Kroger Texas Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Texas Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Texas Political Subdivision above is aware of and has reviewed the Kroger Settlement Agreement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Texas Political Subdivision elects to participate in the Kroger Texas Settlement and become a Participating Texas Political Subdivision as provided therein.
2. The Texas Political Subdivision shall immediately cease any and all litigation activities as to the Released Entities and Released Claims and, within 14 days of executing this Participation and Release Form, its counsel shall work with Kroger’s counsel to dismiss with prejudice any Released Claims that it has filed.
3. The Texas Political Subdivision agrees to the terms of the Kroger Texas Settlement pertaining to Texas Political Subdivisions as provided therein.
4. By agreeing to the terms of the Kroger Texas Settlement and becoming a Releasor, the Texas Political Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Texas Political Subdivision agrees to use any monies it received through the Kroger Texas Settlement solely for the purposes provided therein.

6. The Texas Political Subdivision submits to the exclusive jurisdiction and authority of the Texas Consolidated Litigation Court as defined in the Kroger Texas Settlement. For the avoidance of doubt, nothing contained in this Participation and Release Form, or the Kroger Texas Settlement, constitutes consent to jurisdiction, express or implied, over the Texas Political Subdivision or its selected counsel to the jurisdiction of any other court (including without limitation MDL 2804, the MDL 2804 Fee Panel, the MDL 2804 Enforcement Committee, or the Court in which any Texas Consent Judgment is filed) for any purpose whatsoever.
7. The Texas Political Subdivision, as a Participating Texas Subdivision, has the right to enforce the Kroger Texas Settlement in the Texas Consolidated Litigation Court as provided therein.
8. The Texas Political Subdivision, as a Participating Texas Subdivision, hereby becomes a Releasor for all purposes in the Kroger Texas Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Texas Political Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entities in any forum whatsoever. The releases provided for in the Kroger Texas Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entity the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Texas Political Subdivision to release claims. The Kroger Texas Settlement shall be a complete bar to any Released Claim.
9. The Texas Political Subdivision hereby takes on all rights and obligations of a Participating Texas Subdivision as set forth in the Kroger Texas Settlement.
10. In connection with the releases provided for in the Kroger Texas Settlement, each Texas Political Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Texas Political Subdivision hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Texas Settlement.

11. The Texas Political Subdivision acknowledges, agrees, and understands that the Maximum Texas Settlement Amount to be paid under the Kroger Texas Settlement for the benefit of the Participating Texas Political Subdivision, is less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the governmental entity, constitutes restitution and remediation for damage or harm allegedly caused by Kroger in order to restore, in whole or part, the governmental entity to the same position or condition that it would be in had it not suffered the Alleged Harms; and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law.
12. Nothing herein is intended to modify in any way the terms of the Kroger Texas Settlement Agreement, to which the Texas Political Subdivision hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Texas Settlement, the Kroger Texas Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Texas Political Subdivision.

Signature: _____

Name: _____

Title: _____

Date: _____



City Council Agenda Item #[3.E]

Title: Consideration and possible action of multi-year engagement letter to conduct City's annual audit for FY Ending 2024-2027.

Date: December 2, 2024

From: Ashlee Ferguson, Finance Director

Staff Recommendation: Staff recommends the authorization for City Manager and Mayor to accept and sign the multi-year engagement letter with BrooksWatson & Co.

Item Summary: The City hired BrooksWatson to audit FY ending 2023-FY ending 2027. An engagement letter was signed last year for FY ending 2023 only. A multi-year engagement letter should have been signed last year, but was overlooked. The attached is the engagement letter that will need to be signed.

The timing of our audit will be scheduled for completion as follows:

Document internal control and preliminary tests - September 30th

Mail confirmations - October 1st

Perform year-end audit procedures - January/February

Issue audit report - March

Background Information: The City went out for Request for Qualifications (RFQ's) for auditing services on April 24, 2023 and May 1, 2023. The City Manager, Finance Director, and the Mayor interviewed 3 audit firms on June 12, 2023. The City chose to go with BrooksWatson for the period of performance of FY ending 2023- FY ending 2027.

Special Considerations: N/A

Financial Impact: The fee is included in the Adopted 2024-2025 budget and the fee schedule is as follows:

FY 2024 - \$64,375

FY 2025 - \$66,300

FY 2026 - \$68,300

FY 2027 - \$70,350

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. ACFR Audit Engagement Letter 2024-2027

BW&C
BROOKSWATSON & CO.
CERTIFIED PUBLIC ACCOUNTANTS

November 20, 2024

To the Honorable Mayor and
Members of City Council
Freeport, Texas

The following represents our understanding of the services we will provide the City of Freeport, Texas.

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Freeport, Texas, as of September 30, 2024-2027, and for the years then ended and the related notes to the financial statements, which collectively comprise the City of Freeport, Texas's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal award programs for the years ended September 30, 2024-2027. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, pension information, and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Management's discussion and analysis
- 2) Budgetary Comparison Information
- 3) Pension and OPEB schedules

Supplementary information other than RSI will accompany the City of Freeport, Texas's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- 1) Individual nonmajor fund financial statements and schedules
- 2) Combining statements

Also, the document we submit to you will include the following other additional information that will not be subject to the auditing procedures applied in our audit of the financial statements:

- 1) Introductory section
- 2) Statistical section

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit

clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

The Objective of an Audit

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in accordance with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

General Audit Procedures

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements,

or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Internal Control Audit Procedures

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

Audit of Major Program Compliance

Our audit of the City of Freeport, Texas's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For the design, implementation, and maintenance of internal control over federal awards;

7. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
8. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
9. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;

20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information and schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information and schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the supplementary information and schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the supplementary information and schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information and schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

We will assist the City with the preparation of the annual comprehensive financial report, and propose adjusting or correcting journal entries to be reviewed and approved by the City's management, which is considered to be a nonattest service. We will not assume management responsibilities on behalf of the City of Freeport, Texas. However, we will provide advice and recommendations to assist management of the City of Freeport, Texas in performing its responsibilities. With respect to this and any other nonattest services we perform, the City of Freeport, Texas's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the

services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Reporting

We will issue a written report upon completion of our audit of the City of Freeport, Texas's basic financial statements. Our report will be addressed to the governing body of the City of Freeport, Texas. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The timing of our audit will be scheduled for performance and completion as follows:

	Begin	Complete
Document internal control and preliminary tests		September 30th
Observe physical inventories (if necessary)		n/a
Mail confirmations		October 1st
Perform year-end audit procedures		January/February
Issue audit report		March

Mike Brooks is the engagement partner for the audit services specified in this letter. His responsibilities include supervising BrooksWatson & Co., PLLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees for the financial statement audits are all inclusive as follows:

Financial Statement Audit	
Fiscal Year	City
2024	\$64,375
2025	\$66,300
2026	\$68,300
2027	\$70,350

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses for confirmations. Invoices will be rendered monthly and are payable upon presentation. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

Our fees for the uniform guidance audit is \$5,500, including one major program (>\$750,000) and \$3,500 for each additional major program, for each year.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City of Freeport, Texas's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

The audit documentation for this engagement is the property of BrooksWatson & Company, PLLC, and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of BrooksWatson & Company, PLLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

A handwritten signature in black ink that reads "Brooks Watson & Co." in a cursive, slightly stylized font.

BrooksWatson & Co.
14950 Heathrow Forest Pkwy | Ste 530
Houston, TX 77032

RESPONSE:

This letter correctly sets forth our understanding.

The City of Freeport, Texas

Acknowledged and agreed on behalf of the City of Freeport, Texas by:

Management

Name: _____

Title: _____

Date: _____

Mayor or Council Representative

Name: _____

Title: _____

Date: _____



City Council Agenda Item #[3.F]

Title: Consideration and possible action to accept the FEMA HMGP Generator Grant for the Service Center.

Date: December 2, 2024

From: Ashlee Ferguson, Finance Director

Staff Recommendation: Staff recommends accepting the Federal Emergency Management Agency (FEMA) City of Freeport Service Center Generator project for the amount of \$200,000.00.

Item Summary: The City applied for this generator grant project in November 2021, to provide reimbursement for the purchase and installation of one permanent natural gas 150 kW generator at the Service Center. On November 15, 2024, the City was notified by email that it had been awarded the grant for the amount of \$200,000.00. The generator will mitigate the City Service Center from power loss due to natural hazards. A natural gas generator will be installed with an automatic transfer switch on a concrete pad. The project should be completed on or before August 18, 2025.

Background Information: The Hazard Mitigation Grant Program allows for projects to reduce the loss of life and property within the area and lessen the negative impacts of natural disasters. This project was submitted to FEMA for approval in 2021.

Special Considerations: N/A

Financial Impact: This grant has a 90% federal match and a 10% local cost share. The federal amount eligible for reimbursement is \$180,000.00 and the local share amount is \$20,000.00. This local share amount was not included in the Adopted 2024-2025 budget, but can be funded from the fund balance of Fund 22 - Vehicle & Equipment.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. 4586-0108-City-of-Freeport-Service-Center-Generator---Award-Package-2604255-28783



November 8, 2024

Lance Petty
City Manager
City of Freeport
1201 N Avenue H
Freeport, TX 77541

Subject: Sub-Grant Award

Dear Lance Petty

The Texas Division of Emergency Management (TDEM) has issued a sub-grant for the Hazard Mitigation Grant Program (HMGP), 4586 Texas Severe Winter Storms. The following is the information related to this award:

Sub-Recipient Information:

UEI Number: YXPGDGAKHRF9
TINS Number: 74-6000889
FIPS Number: 039-27420-00

Award Information:

Catalog of Federal Domestic Assistance: 97.039
FEMA Project Number: 0108
Project Title: City of Freeport Service Center Generator
Period of Performance (POP): October 3, 2024 to August 18, 2025

PROJECT FUNDS OBLIGATIONS						
Version/ Amendment	Date	Total Subgrant Amount	Federal Share %	Federal Share Amount	Local Share %	Local Share Amount
0	10/03/2024	\$200,000.00	90%	\$180,000.00	10%	\$20,000.00

Please Note: This award is not for research or development as defined in 2 Code of Federal Regulations (C.F.R.) § 200.87.

The eligible management costs for a reimbursement request are calculated by multiplying the eligible direct project costs submitted by the percentage of obligated management costs (up to 5%) for the project. In some cases, the management costs submitted for a reimbursement

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Del Valle, TX 78617-9998

will exceed the eligible management cost amount. In this instance, the management costs will be trapped until additional eligible direct project costs are submitted for reimbursement. Pursuant to Section 1215 of the Disaster Recovery Reform Act of 2018, which amended Section 324 of the Robert T. Stafford Disaster Relief and Assistance Act, subrecipient Management Costs (MC) up to 5% of the project costs are eligible, however none have been requested at this time. Subrecipient MC must be requested by the application deadline to be eligible.

MANAGEMENT COSTS OBLIGATIONS						
Version/ Amendment	Date	Total Management Costs	Federal Share %	Federal Share Amount	Local Share %	Local Share Amount
0	N/A	\$0	100%	\$0	0%	\$0

The approved Scope of Work (SOW) follows, and the terms and conditions of this award are attached. It is important that the sub-recipient read, understand and comply with the SOW and all terms and conditions. It is also vital that this information be disseminated to the sub-recipient's staff and contractors involved in work related to this project.

The City of Freeport proposes the procurement and installation of one permanent natural gas 150 kW generator. The generator will mitigate the City Service Center from power loss due to natural hazards. A natural gas generator will be installed with an automatic transfer switch on a concrete pad.

Generators that have been approved as components in this project's SOW are listed below.

Generator Site Name	Generator Street Address	Generator Size	Portable/ Permanent	Latitude	Longitude
Service Center Generator	510 S Avenue A Freeport, TX	150 kW	Permanent	28.95689	-95.356214

In accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; this project has been determined to be Categorically Excluded (CATEX N18). FEMA concludes that the project is categorically excluded from the National Environmental Policy Act (NEPA) requirement to prepare further environmental documentation. No extraordinary conditions in accordance with DHS Instruction 023-01-001-01 exist involving this project.

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Signing and returning this award letter indicates the sub-recipient's acceptance of the SOW of the sub-award, the ability to pay the local cost share, and all grant terms and conditions outlined in the attached documents.

The sub-recipient must ensure that:

1. The initial quarterly progress report for the project is submitted at the end of the approving quarter. Please include the project number (provided above) in your future quarterly reports. Note that 44 C.F.R. § 206.438(c) indicates the state must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report must include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.
2. In accordance with HMGP rules and policy, TDEM requires the submittal of all closeout documentation within 90 days of the project completion not to exceed the POP. The Governor's Authorized Representative (GAR) "shall certify that reported costs were incurred in the performance of eligible work, that the approved work was completed and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement" in accordance with 44 C.F.R. § 206.438(d).

If changes are needed to the SOW for the sub-award, period of performance or costs associated with the sub-award, the sub-recipient should immediately contact TDEM. No change to the sub-award will be considered approved until the sub-recipient is notified in writing by TDEM.

This signed and dated award letter with attached grant terms and conditions must be returned to TDEM before payment on the sub-award can be processed. Your signature is required on this award letter and on the last page of the attached grant terms and conditions. You must also initial each exhibit on the last page of the grant terms and conditions. Please sign, date, and return both the award letter along with the attached grant terms and conditions acknowledging acceptance of this sub-award via email to the assigned Mitigation Coordinator, Walter Zelezniak at walter.zelezniak@tdem.texas.gov.

Lance Petty, City Manager

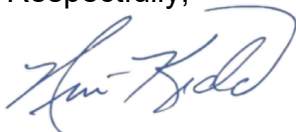
Date

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Del Valle, TX 78617-9998

Should you wish to appeal any determination related to this sub-award you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM Mitigation Coordinator within the allotted time.

If you have any questions please contact your Mitigation Coordinator, Walter Zelezniak, at 713-304-7893 or walter.zelezniak@tdem.texas.gov.

Respectfully,

A handwritten signature in blue ink, appearing to read "W. Nim Kidd", is positioned above the printed name.

W. Nim Kidd, MPA, CEM®

Chief - Texas Division of Emergency Management
Vice Chancellor for Disaster and Emergency Services
The Texas A&M University System

ATTACHMENTS: FEMA Approval Letter
Grant Terms and Conditions
Record of Environmental Considerations
Technical Recommendations

Copy: Catherine Ezell, Finance Director
cezell@freeport.tx.us

2883 Highway 71 E
PO Box 285
Del Valle, TX 78617-9998



FEMA

October 03, 2024

W. Nim Kidd, MPA, CEM
Chief, Texas Division of Emergency Management
Vice Chancellor - The Texas A&M University System
2883 Highway 71 East
P.O. Box 285
Del Valle, TX 78617-9998

Attn: Ms. Jennifer Charlton-Faia, Interim – Deputy State Hazard Mitigation Officer

RE: DR-4586-0108-TX
City of Freeport – City of Freeport Service Center Generator
Assistance Listing 97.039 Hazard Mitigation Grant Program

Dear Chief Kidd:

This letter provides official notification that the Federal Emergency Management Agency (FEMA) approves the application submitted by the City of Freeport for the City of Freeport Service Center Generator project. The total project cost is \$200,000.00. The Federal share in the amount of \$180,000.00, is available through the Hazard Mitigation Grant Program (HMGP) under FEMA-DR-4586-TX. The non-federal match requirement of \$20,000.00 will be provided by the Freeport.

Pursuant to Section 1215 of the Disaster Recovery Reform Act of 2018, which amended Section 324 of the Robert T. Stafford Disaster Relief and Assistance Act, subrecipient Management Costs (MC) up to 5% of the project costs are eligible, however none have been requested at this time. Subrecipient MC must be requested by the application deadline to be eligible.

The following is the approved Scope of Work (SOW) for the above-referenced project:

The City of Freeport proposes the procurement and installation of one permanent natural gas 150 kW generator. The generator will mitigate the City Service Center from power loss due to natural hazards. A natural gas generator will be installed with an automatic transfer switch on a concrete pad.

Generators that have been approved as components in this project's SOW are listed below.

Generator Site Name	Generator Street Address	Generator Size	Portable/ Permanent	Latitude	Longitude
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Service Center Generator	510 S Avenue A Freeport, TX	150 kW	Permanent	28.95689	-95.356214
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This project has been determined to be Categorically Excluded (CATEX) in accordance with FEMA Instruction 108-1-1 and Department of Homeland Security (DHS) Instruction 023-01-001-01; CATEX n18 from the need to prepare either an Environmental Impact Statement or Environmental Assessment. No extraordinary circumstances in accordance with DHS Instruction 023-01-001-01 have been identified regarding this action. The applicant must comply with all conditions set forth in the attached Record of Environmental Consideration (REC). Failure to comply with these conditions may jeopardize federal assistance including funding.

Technical Conditions

1. Subrecipient must coordinate with the local floodplain administrator to obtain required permits. The subrecipient must comply with any conditions of the permit(s) prior to initiating work. All permits and coordination pertaining to these activities must be retained by the subrecipient. Submit permits and documentation of coordination to FEMA at closeout.
2. Subrecipient must acquire all applicable federal, state, tribal and/or local permits.

FEMA will not establish activity completion timeframes for individual sub awards. The Period of Performance (POP) for DR-4586-TX is set to expire on August 18, 2025. It is the responsibility of the Recipient and subrecipient to ensure all approved activities associated with this sub-award are completed by the end of the POP. Any costs incurred prior to the date of this approval or after the POP will be disallowed.

A change to the approved SOW requires prior approval from FEMA. The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP SOW shall be reviewed by all state and federal agencies participating in the NEPA process. NEPA sign-off for all SOW additions or amendments is essential before the revised SOW can be approved by FEMA or implemented by the HMGP subrecipient.

In accordance with FEMA Policy #104-11-1 Interim, HMGP MC, any MC provided will be obligated in increments sufficient to cover Recipient and subrecipient needs for no more than one year unless contractual agreements require additional funding. Actual subrecipient MC are to be reconciled quarterly during the review of expenditures submitted by the subrecipient through quarterly report process. Subrecipient MC can be expended for a maximum time of 180 days after work is completed for the subaward or the end of the POP, whichever is sooner.

The initial quarterly progress reports for the HMGP project is due at the end of the approving quarter. Please include this HMGP project in your future quarterly reports. Title 44 of the Code of Federal Regulations (44 C.F.R.) § 206.438(c) indicates the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report will include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.

Pursuant to 2 C.F.R. 200.400 et seq. costs must be adequately documented, necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles except where otherwise authorized by statute. The non-Federal entity is responsible for the efficient and effective administration of the Federal award through the application of sound management practices. The non-Federal entity assumes responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award. FEMA approval of budget estimates are not determination of the allowability of costs.

In accordance with HMGP rules and policy, we require the submittal of all closeout documentation within 120 days of the project completion, not to exceed POP. Section 206.438(d) of 44 C.F.R. requires the Governors Authority Representative to “certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement.”

The Obligation Report, REC, and Technical Recommendation Report are included for your records.

If you have any questions regarding the information, please contact Angela Rivera-Watts, Hazard Mitigation Assistance (HMA) Specialist, at (202) 710-6282 or Angela.Rivera-Watts@fema.dhs.gov.

Sincerely,



Marty Chester
Acting HMA Disaster Branch Chief

Enclosures: Obligation Report
REC
Technical Recommendation Report



Texas Division of Emergency Management

Subrecipient Agreement for TDEM-Administered Grant Awards

Date Revised: February 22, 2024

Index

Letter to Subrecipient	I
Subrecipient Information	II
Subrecipient Agreement.....	III

Letter to Subrecipient

Dear Subrecipient:

Congratulations on your new award!

The following document, in conjunction with the applicable State Administrative Plan (SAP) or Disaster State Administrative Plan (DSAP), lays out applicable laws, rules, and regulations set forth by local, State, and Federal authority that you, Subrecipient, agree to upon acknowledgement. Before you may request or receive any funding awarded to you, you must establish acceptance of this award. By accepting this award, you acknowledge that the terms of the following document are conditions of your award.

Please read this agreement in full. Acknowledgement by means of signature at the conclusion of the document, holds Subrecipient to the terms and conditions in the agreement. Failure to sign this agreement infringes on the ability to obtain Federal awards, or state or local grant awards, administered through the Texas Division of Emergency Management.

Subrecipient Information

Entity Information

Entity Name: _____
EIN/TIN: _____
UEI: _____ UEI Expiration Date: _____
Address Line 1: _____
Address Line 2: _____
City: _____
State: _____ Zip (+4) _____ - _____

Subrecipient Contacts

Primary Contact

Serves as the primary point of contact for project(s).

Name: _____ Position/Job Title: _____
Email: _____ Phone Number: _____

Certifying Official

Serves as the official representative of the organization.

Must possess the authority to obligate funds & enter into contracts for the organization.

Name: _____ Position/Job Title: _____
Email: _____ Phone Number: _____

Primary Finance Contact

Serves as primary contact for all financial matters.

Name: _____ Position/Job Title: _____
Email: _____ Phone Number: _____



Texas Division of Emergency Management

Subrecipient Agreement for TDEM-Administered Grant Awards

Table of Contents

Revisions	1
State of the Agreement	2
AGREEMENT AUTHORITY	2
Agreement	3
I. GENERAL TERMS	3
II. STANDARD OF PERFORMANCE	4
III. FAILURE TO PERFORM	4
IV. FUNDING OBLIGATIONS	5
V. RECOUPMENT OF FUNDS	5
VI. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPALS AND AUDIT REQUIREMENTS	5
VII. STATE REQUIREMENTS FOR GRANTS	6
VIII. RESTRICTIONS AND GENERAL CONDITIONS	8
IX. PROCUREMENT CONTRACTING	9
X. MONITORING	11
XI. AUDIT	11
XII. RETENTION AND ACCESSIBILITY OF RECORDS	12
XIII. CHANGES, AMENDMENTS, SUSPENSIONS OR TERMINATION	13
XIV. ENFORCEMENT	14
XV. CONFLICTS OF INTEREST	14
XVI. CLOSING OF THIS AWARD	15
XVII. NOTICES	15
XVIII. TDEM GRANTS MANAGEMENT SYSTEM	15
XIX. PERFORMANCE PERIOD	16
XX. COST/SCOPE MODIFICATION	17
XXI. FINAL EXPENDITURES REPORT	17
XXII. NET SMALL PROJECT OVERRUN	17
XXIII. APPEALS	17
XXIV. REQUESTS FOR REIMBURSEMENT	19
XXV. QUARTERLY REPORT REQUIREMENTS	19
XXVI. EQUIPMENT RECORDS	19
XXVII. FEMA PUBLIC ASSISTANCE PORTAL AND FEMA GO	20
XXVIII. INDIRECT COST RATES	20
XXIX. REQUEST FOR INFORMATION	20
Exhibits	21
EXHIBIT A: ASSURANCE – NON-CONSTRUCTION PROGRAMS	21
EXHIBIT B: ASSURANCES – CONSTRUCTION PROGRAMS	24
EXHIBIT C: CERTIFICATIONS FOR GRANT AGREEMENTS	27
EXHIBIT D: STATE OF TEXAS ASSURANCES	29
EXHIBIT E: ENVIRONMENTAL REVIEW	33
EXHIBIT F: ADDITIONAL GRANT CERTIFICATIONS	34
EXHIBIT G: REQUEST FOR INFORMATION POLICY	35
EXHIBIT H: PRE-OBLIGATION REQUEST FOR INFORMATION POLICY	36
EXHIBIT I: RECOUPMENT OF FUNDS	37
Grant Acknowledgement, Agreement and Signature	42

Revisions

Rev. 1. Change from Authorized Agent to Primary Finance Contact information on the Subrecipient Information page.

Rev. 2. Inclusion of language related to subrecipient reimbursement for Recipient management cost.

State of the Agreement

Agreement Authority

This agreement applies to all Department of Homeland Security Federal Emergency Management Agency (DHS/FEMA) awards or other awarding agency financial assistance awards administered by the Texas Division of Emergency Management (TDEM). The federal government, the State of Texas, and TDEM have the right to seek judicial enforcement of these actions.

Subrecipients are required to follow applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#), as well as all other applicable federal, state, and local laws, regulations, policies, procedures, and executive orders.

By accepting this agreement, Subrecipient and its executives, as defined in [2 C.F.R. §170.315](#), certify that the subrecipient's policies are in accordance with guidance applicable to federal, state and local laws, and relevant executive guidance. This agreement, consisting of these terms and conditions and all exhibits, is between the Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as TDEM, and Subrecipient.

TDEM and Subrecipient are collectively hereinafter referred to as the parties. All awards made under this agreement are subject to the same terms and conditions except where additional provisions may be added by TDEM to assure compliance with the aforementioned authority.

Subrecipient may not assign or transfer any interest in this award without prior written consent of TDEM and, if required, DHS/FEMA or other awarding agency.

Agreement

I. General Terms

1. The terms recipient and pass-through entity have the same meaning as grantee, as used in governing statutes, regulations, and DHS/FEMA guidance.
2. Throughout this document the terms grant and award will be used interchangeably.
3. A recipient is a non-Federal entity for administration purposes.
4. A subrecipient is known as a subgrantee as used in governing statutes, regulations, and DHS/FEMA guidance.
5. The grant referred to in this agreement is an award to the subrecipient passed through from TDEM to Subrecipient.
6. The “certifying official” is the mayor, judge, or executive director authorized to execute these terms and conditions, and to submit changes of subrecipient agents. Contracted staff and/or vendors may assist the certifying official in completing related grant tasks but may not act in lieu of the certifying official.
7. Project and any subsequent versions for those projects accepted by Subrecipient and subsequently obligated or de-obligated by DHS/FEMA are considered subawards to this agreement.
8. TDEM uses contractors to assist in administering subawards, both in communication with Subrecipient and the awarding agency. A subrecipient’s point of contact for all awards will be the assigned regional staff. TDEM may task various grant management tasks to contractors to work directly with subrecipients.
9. Within 10 calendar days of any change, Subrecipient must notify TDEM of any change in Designated Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient in TDEM’s Grants Management System (GMS).
10. In the event Subrecipient hires a consultant to assist them with managing its Public Assistance and Hazard Mitigation grants (or other), they must be listed on the Designated Subrecipient Agent Form (DSA) and may not act in lieu of the designated agent. TDEM will direct all correspondence to the Subrecipient. The Subrecipient is solely responsible for sharing written communications with the consultant. The Subrecipient is the primary point of contact and must be included in all decision-making activities.

II. Standard of Performance

Subrecipient must perform all activities as approved by TDEM and that is required in applicable grant/funding awards. Subrecipient must perform all activities in accordance with all terms, provisions and requirements set forth in the award, including, the following exhibits:

1. Assurances – Non-Construction Programs (Federal authority), hereinafter referred to as Exhibit A
2. Assurances – Construction Programs (Federal authority), hereinafter referred to as Exhibit B
3. Certifications for Grant Agreements (Federal authority), hereinafter referred to as Exhibit C
4. State of Texas Assurances (State authority), hereinafter referred to as Exhibit D
5. Environmental Review Certification (Federal authority), hereinafter referred to as Exhibit E
6. Additional Grant Certifications (State authority), hereinafter referred to as Exhibit F
7. Request for Information and Documentation Policy (State authority), hereinafter referred to as Exhibit G
8. Pre-Obligation Request for Information and Documentation Policy (State authority), hereinafter referred to as Exhibit H
9. Recoupment of Funds (State authority), hereinafter referred to as Exhibit I

III. Failure to Perform

In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this grant, Subrecipient is liable to TDEM for an amount not to exceed the amount of this award and may be barred from receiving additional DHS/FEMA grant program funds or any other grant program funds administered by the State of Texas until repayment is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by TDEM.

IV. Funding Obligations

TDEM is not liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs authorized under the applicable award.

1. Notwithstanding any other provision of this grant, the total of all payments and other obligations incurred by TDEM under this award must not exceed the total cumulative award amounts listed on the subawards (projects and subsequent versions).
2. Subrecipient must contribute the required cost share, also known as non-Federal share or match, listed on the subaward.
3. Subrecipient must provide supporting documentation that supports the totality of funding requests in accordance with program policy.
4. In the event that TDEM is required to continue to manage the subrecipients award after the Recipients (TDEM) allocated state management funds have been exhausted, subrecipient agrees to reimburse TDEM for such costs necessary to close FEMA awards including the final recoupment of any funds due to FEMA and/or TDEM and the State of Texas.

V. Recoupment of Funds

Subrecipient must refund to TDEM any sum of these award funds that TDEM and/or DHS/FEMA determines to be an overpayment to and/or has not been spent by Subrecipient in accordance with this award. Refund payment(s) may be made from local, state, or federal grant funds unless prohibited by federal regulation or other provision.

Nothing in Exhibit I-Recoupment of Funds shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments or to limit TDEM's ability to take immediate recoupment action(s) after notice of required refund has been made.

VI. Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this grant, Subrecipient shall administer this award through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS/FEMA program legislation, federal awarding agency regulations, and the terms and conditions of this grant. A non-exclusive list sanctioned by Federal Authority is provided below (not all may apply in every project):

- a. Public Law 93-288, as amended (Stafford Act)
- b. 44 C.F.R., Emergency Management and Assistance
- c. 2 C.F.R., Grants and Agreements
- d. Disaster Mitigation Act of 2000
- e. Executive Order 11988, Floodplain Management
- f. Executive Order 11990, Protection of Wetlands
- g. Executive Order 12372, Intergovernmental Review of Programs and Activities
- h. Executive Order 12549, Debarment and Suspension
- i. Executive Order 12612, Federalism
- j. Executive Order 12699, Seismic Design
- k. Executive Order 12898, Environmental Justice
- l. Coastal Barrier Resources Act, Public Law 97-348
- m. Single Audit Act, Public Law 98-502
- n. Sandy Recovery Improvement Act publications
- o. Disaster Recovery Reform Act of 2018 16 U.S.C. § 470, National Historic Preservation Act
- p. 16 U.S.C. § 1531, Endangered Species Act References
- q. FEMA program publications, guidance, and policies

VII. State Requirements for Grants

Subrecipient must comply with all other federal, state, and local laws and regulations applicable to this award including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf> and the most recent applicable version of the program State Administrative Plan (and all effective updates), available at: <https://tdem.texas.gov>. Subrecipient must, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, Office of Management and Budget (OMB) circulars,

terms and conditions of this award and the approved application.

Grant funds must not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Award funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this award may only be expended if Subrecipient timely completes and files its reports.

TDEM strongly encourages subrecipients to complete refresher training in federal procurement standards as variances from these standards account for the majority of funding de-obligation. TDEM will provide training or sources for subrecipients to attain training. Federal procurement training may be required of some recipients in advance of funding or as a condition of funding and/or if additional monitoring is deemed appropriate by TDEM.

VIII. Restrictions and General Conditions

DHS/FEMA grant funds must only be used for the purposes set forth in this award and must be consistent with the statutory authority for the grant. Award funds must not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds must not be used to sue the federal government or any other government entity.

1. Federal employees are prohibited from directly benefiting from any funds under this Grant.
2. In accordance with [2 C.F.R. §25.300](#), TDEM will not make a subaward unless the Subrecipient has obtained a unique entity identifier (UEI). A UEI is the identifier required for [System for Award Management \(SAM\)](#) registration to uniquely identify entities with which the federal government does business.
3. Subrecipient maintains that it has registered at [SAM.gov](#) or other federally established site for contractor registration and entered TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this grant's final financial report or receives final award payment. Subrecipient agrees that it must not make any subaward agreement or contract related to this award without first obtaining the vendor or subawardee's mandatory UEI. See [2 C.F.R. Part 25, Appendix A](#).
4. Subrecipient must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year if the following is applicable ([2 C.F.R. Subtitle A; Chapter 1, Part 170, Appendix A to Part 170](#)). See [FEMA Information Bulletin 350](#).
 - a. Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per [2 C.F.R. §170.320](#).
 - b. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with subrecipient's UEI, the names and total compensation (see [17 C.F.R. §229.402\(c\)\(2\)](#)) for each of subrecipient's five most highly compensated executives for the preceding completed fiscal year.
 - c. Subrecipient shall report executive total compensation at [SAM.gov](#), or other federally established replacement site.

5. By signing this grant, Subrecipient certifies that, if required, Subrecipient has registered, entered the required information, and shall keep information in the System for Award Management (SAM) database current, and update the information at least annually until the subrecipient submits its final financial report, or receives final payment.
6. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory UEI.
7. Subrecipient must comply with Federal Executive Orders [12549](#) and [12689](#), which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government
8. A completed direct deposit form from Subrecipient must be provided to TDEM, prior to receiving any funds under the provisions of this grant. The direct deposit form is currently available at <https://tdem.texas.gov>.
9. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage, or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this grant.
10. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA or TDEM on the premises of Subrecipient or a contractor under this grant, Subrecipient must provide and must require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work. A final physical site inspection for eligible scope of work and program compliance may be conducted after the subrecipient's Project Completion and Certification Report has been submitted.

IX. Procurement Contracting

Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this

award in accordance with 2 C.F.R. 200. 317-327 and Appendix II to Part 200 (A-C) and (E-J).

1. All contracts executed using funds awarded under this award shall contain the contract provisions listed under [2 C.F.R. 200.327](#) and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
2. For each of the following types of procurement, activities must follow the most restrictive of federal, state, or local procurement regulations:
 - a. Micro purchase
 - b. Small purchase
 - c. Sealed bid
 - d. Competitive proposal
 - e. Non-Competitive proposal (solely when the award of a contract is unfeasible under the other methods)
3. The State must approve the use of a noncompetitive procurement method. Federal regulations allow for noncompetitive procurements under certain circumstances, including when a non-state entity determines that immediate actions required to address the public exigency or emergency cannot be delayed by a competitive solicitation. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.
4. Contracts attributed as "cost-plus-percentage-of-cost" or "percentage-of-construction-cost" are explicitly prohibited by Federal procurement standards and are ineligible for DHS/FEMA grant.
5. Subrecipients must perform cost/price analysis for every procurement action in excess of the Simplified Acquisition Threshold.
6. Subrecipients must negotiate profit as a separate element where required.
7. Subrecipients must not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs ([Executive Order 12549, Debarment and Suspension](#)).
 - a. Subrecipient must maintain documentation validating review of debarment list of eligible contractors. Evidence of non-debarment for vendors must be documented through [SAM.gov](#) and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review. TDEM will not reimburse any expense for a

debarred vendor or a vendor or Subrecipient that does not have a valid [SAM.gov](https://sam.gov) registration.

8. Subrecipients must comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at [2 C.F.R §200.321](#).
9. Subrecipients must comply with the rules of recovered materials for procurements at [2 C.F.R §200.323](#).
10. Subrecipients must comply with the rules for domestic preferences for procurements at [2 C.F.R § 200.322](#).

X. Monitoring

Subrecipient will be monitored periodically by federal, state, or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

- a. TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of subrecipient's compliance with this award and of the adequacy and timeliness of subrecipient's performance pursuant to this award.
- b. After each monitoring visit, if the monitoring visit reveals deficiencies in subrecipient's performance under this grant, a monitoring report will be provided to the subrecipient that includes requirements for the timely correction of such deficiencies by subrecipient. Failure by subrecipient to take action(s) specified in the monitoring report may be cause for suspension or termination of this award pursuant to the Changes, Amendments, Suspensions or Termination Section (XIII) herein.

XI. Audit

Subrecipients expending \$750,000 or more in total federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F.

1. A copy of the Single Audit must be submitted to TDEM or your cognizant state agency within nine months of the end of the subrecipient's fiscal year. If not required to submit a single audit, a response to the request will suffice. Failing to follow the regulation can result in significant adverse consequences including any action listing in the Enforcement Section (XIV) of this agreement

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives access to and the right to conduct a financial or compliance audit of funds received, and performances rendered under this award. Subrecipient must permit TDEM or its authorized representative to audit subrecipient's records. Subrecipient must provide any documents, materials, or information necessary to facilitate such audit.

1. Subrecipient understands and agrees that it is liable to TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to the subrecipient pursuant to this award or any other federal contract.
2. Subrecipient must take such action to facilitate the performance of such audit(s) conducted pursuant to this section as TDEM may require of Subrecipient. Subrecipient must ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
3. Subrecipient understands that acceptance of funds under this award acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office's audit or investigation, including providing all records requested. Subrecipient must ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this award.

XII. Retention and Accessibility of Records

Subrecipient shall follow its own internal retention policy, or the State's retention policy, whichever is more restrictive. At a minimum, the subrecipient must maintain fiscal records and supporting documentation for all expenditures of this award's funds pursuant to the applicable [OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.334-338](#), and this agreement.

1. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, or any litigation, dispute, or audit.

2. Records shall be retained for three (3) years after any real estate or equipment final disposition.
3. DHS/FEMA or TDEM may direct subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its 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 subrecipient pertaining to this award including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

XIII. Changes, Amendments, Suspensions or Termination

TDEM may modify this agreement after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this subrecipient award. Any alteration, addition, or deletion to this agreement by subrecipient is not valid.

Any alterations, additions, or deletions to this agreement that are required by changes in federal and state laws, regulations, or policy are automatically incorporated into this agreement without written amendment to this award and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this agreement after an award has been made, including changes to the period of performance of the award, or terms and conditions, the certifying official shall be notified electronically of the changes in writing. Once notification has been made, any subsequent request for refunds will indicate subrecipients acceptance of the changes to this award.

1. In the event subrecipient fails to comply with any term of this grant or agreement, TDEM may, upon written notification to subrecipient, suspend this award, in whole or in part, withhold payments to Subrecipient, and prohibit Subrecipient from incurring additional obligations of this grant's funds.
2. TDEM has the right to terminate this award, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that subrecipient has failed to comply with any terms of this grant. TDEM shall provide written notice of the termination that includes:
 - a. The reason(s) for such determination;
 - b. The effective date of such termination; and

- c. The scope of the termination of the award.
- d. Termination of an award is final.

XIV. Enforcement

If subrecipient materially fails to comply with any term of this award or agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports;
2. Require all payments as reimbursements rather than advance payments;
3. Temporarily withhold payments pending correction of the deficiency;
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request DHS/FEMA to wholly or partially de-obligate funding for a project;
6. Withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by TDEM or DHS/FEMA;
7. Withhold future awards for the grant program; and
8. Take other remedies that may be legally available

In taking an enforcement action, TDEM will adhere to any administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved, and where TDEM, as the recipient, is obligated to follow.

The costs to a subrecipient resulting from expenses incurred by the subrecipient during a suspension or after termination of this award are not allowable.

The enforcement remedies identified in this section, including suspension and termination, do not preclude subrecipient from being subject to “Debarment and Suspension” under Executive Order 12549. 2 C.F.R., Appendix II Part 200, (1).

XV. Conflicts of Interest

The subrecipient must maintain and provide upon request written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and must establish safeguards to prohibit employees from using their positions for a purpose that

constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

XVI. Closing of this Award

TDEM will close each subaward after receiving all required final documentation from the subrecipient. If the close out review and reconciliation indicates that subrecipient is owed additional funds, TDEM will send the final payment automatically to subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds. This does not affect:

1. DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this award that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this award after the expiration or termination of this award.

XVII. Notices

All notices and other communications pertaining to this agreement shall be delivered in electronic format and shall be transmitted in TDEM's Grant Management System, hereinafter referred to as "GMS". TDEM reserves the right to use other delivery avenues as needed.

XVIII. TDEM Grants Management System

TDEM requires the use of the TDEM's Grants Management System (GMS) for subrecipient grant management functions. Subrecipient is required to access GMS for all grant related functions as required by TDEM unless written authorization from TDEM is given. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements.

Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement. Paper forms and email requests to initiate grant management functions within GMS are not accepted.

XIX. Performance Period

The performance period for this award is listed on the subaward letter for each project. All projects must be completed within the performance period and within the approved budget. Subrecipient shall have expended all award funds and must submit final requests for reimbursements, invoices, and any supporting documentation to TDEM no later than 60 calendar days after the end of the performance period. TDEM is not obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

From time to time, the performance period for grants may be extended by TDEM. These extensions do not change the established performance periods for subrecipients to submit final requests for reimbursements, invoices, and any supporting documentation.

1. All work must be done prior to the approved project completion deadline assigned to each project.
 - a. For Public Assistance projects written at 100% complete, documentation must be submitted within 60 days of the Recovery Scoping Meeting (or DHS/FEMA process equivalent).
 - b. For projects not written at 100% complete for both Hazard Mitigation and Public Assistance awards, documentation must be submitted within 60 days of the work completion date.
2. Should additional time be required, a time extension request must be submitted which:
 - a. Identifies the projects requiring an extension;
 - b. Explains the reason for an extension;
 - c. Indicates the percentage of work that has been completed;
 - d. Provides an anticipated completion date;
 - e. Provides detailed milestones documenting expected progress.

The reason for an extension must be based on extenuating circumstances, or unusual project requirements that are beyond the control of Subrecipient. Failure to submit a time extension request 90 days prior to the end of the period of performance may result in denial, or reduction or withdrawal of federal funds for approved work.

XX. Cost/Scope Modification

Any change to a project's approved scope of work must be reported and approved through TDEM and DHS/FEMA before starting the project. Failure to do so will jeopardize award funding.

Subrecipient shall submit requests for cost overruns to TDEM for review. Any requests sent for a Public Assistance project will be submitted to DHS/FEMA for review and approval. Approval of these requests is not guaranteed and is subject to funding availability. Costs incurred prior to approval of any scope or budget/cost changes may be denied.

XXI. Final Expenditures Report

The Project Completion and Certification Report (P4) must be submitted to TDEM within 90 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report and the Applicant's Attestation for Duplication of Benefits (DOB) form certifying other funds were received to complete the project.

XXII. Net Small Project Overrun

If the total actual cost of all of a subrecipient's Public Assistance small projects combined exceeds the total obligated for all small projects, the subrecipient may request additional funding through the appeal process, within 60 days of the latest work completion date of all its Small Projects, as described in the [Public Assistance Program and Policy Guide](#). A net small project overrun appeal will require a review of all small projects and could result in a reduction of funding.

XXIII. Appeals

1. Public Assistance

In the event that a subrecipient does not agree with the determinations made by DHS/FEMA, the subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which the subrecipient believes the initial action was inconsistent. Additionally, for disasters declared on or after January 1, 2022, subrecipients must submit appeals using DHS/FEMA's Grants Portal system, in addition to GMS. An appeal must be submitted by the subrecipient within the following time frames:

- a. Any DHS/FEMA determination – 60 days from the written notice of the determination being made.
- b. Second Appeal – 60 days from the written notice of the determination made on the previous appeal.

Appeals should be addressed to the TDEM's Deputy Chief of Recovery & Mitigation and should contain additional information that the subrecipient wants to have considered. Upon receipt of an appeal from Subrecipient, TDEM will review the material submitted, and forward the appeal with a written recommendation to DHS/FEMA within 60 days.

For presidentially declared disasters on or after October 30, 2012, a subrecipient may choose to arbitrate in lieu of submitting a second appeal. The arbitration program is designed to offer an alternate second appeal process by providing final adjudication through an independent, neutral panel of arbitrators for particular PA projects involving a dispute equal to or in excess of \$500,000 (or \$100,000 if the Applicant is in a "rural area", defined as having a population of less than 200,000 living outside an urbanized area) and must be filed within 60 days of receipt of the first appeal decision. For specific information, refer to [44 CFR § 206.206](#).

2. Hazard Mitigation

In the event that a subrecipient does not agree with the determinations made by DHS/FEMA, the subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which the subrecipient believes the initial action was inconsistent. [In accordance with 44 C.F.R §206.440](#), an appeal must be submitted by the subrecipient within the following time frames:

- a. Any DHS/FEMA or TDEM determination – 60 days from the date of the determination of the appeal written on the DHS/FEMA letter;
- b. Second Appeal – 60 days from the written notice of the determination made on the previous appeal. The decision of the Second Appeal is final and not subject to arbitration.

Appeals must be addressed to the State Hazard Mitigation Officer (SHMO) and should contain additional information, in accordance with Hazard Mitigation Assistance (HMA) guidance, that the subrecipient wants to have considered by DHS/FEMA. Upon receipt of an appeal from the subrecipient, TDEM will forward the appeal to DHS/FEMA within 60 days.

XXIV. Requests for Reimbursement

Subrecipient will request payment of funds on projects by initiating a request for reimbursement (RFR) in GMS or an advance of funds request (AFR) through GMS. The request must include documentation supporting the request.

Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter. If payment is not requested quarterly, Subrecipient is subject to enforcement mechanisms described in the Enforcement section (XIV). Additional monitoring may be required of subrecipients if funds are advanced.

Small projects will be paid upon completion of work and submission of all necessary closeout documentation to TDEM. Due to the increase of the small project maximum, subrecipients may require an Advance of Funds to pay eligible costs of approved project scopes of work.

XXV. Quarterly Report Requirements

Subrecipients must submit quarterly progress reports (QPR) for open, large projects in Public Assistance, all Hazard Mitigation Grant Program, Building Resilient Infrastructure and Committees (BRIC), and Pre-Disaster Mitigation Grant projects using GMS. QPRs are due to TDEM the 15th of the month after the reporting period ends. The reporting period consists of 4 3-month periods:

- a. Quarter 1 (Q1): October – December
- b. Quarter 2 (Q2): January – March
- c. Quarter 3 (Q3): April – June
- d. Quarter 4 (Q4): July – September

Failure to submit required QPRs that demonstrate appropriate project progress for two or more quarters, or Requests for Reimbursement (RFR) not submitted quarterly, can result in the withholding or de-obligation of funding for subrecipients until all QPRs are submitted to TDEM.

TDEM may use the data provided in QPRs when considering requests for overruns, period of performance extensions, or any other award activity. If projects are not progressing, TDEM will require additional reporting or may take any other appropriate action to comply with required standards.

XXVI. Equipment Records

When an individual item of equipment is no longer required for federally-funded programs or projects, Subrecipient must calculate the current fair market value of the individual item. If items have a fair market value in excess of \$5,000.00, Subrecipient must make DHS/FEMA aware. For full rules and regulations regarding purchased

equipment, reference [2 C.F.R. 200.313](#).

XXVII. FEMA Public Assistance Portal and FEMA GO

In addition to TDEM's Grants Management System, must utilize the required DHS/FEMA grant management systems. The FEMA Public Assistance Delivery Model, or Simplified Application process, is used to facilitate the writing of project worksheets in FEMA's Grants Portal system (Portal). The subrecipient must establish and maintain an active account in the Portal. It is the subrecipient's responsibility to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal provides the subrecipient visibility of the entire project writing process.

The FEMA Grant Outcomes (FEMA GO) platform is used to facilitate the application, tracking, and management of Hazard Mitigation Grant Programs (HMGP) including Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA), and HMGP Post Fire Assistance. The subrecipient is responsible for requesting and maintaining an active account in FEMA GO and responding timely to any information requested in order to complete the award process.

The use of FEMA's Grants Portal and FEMA GO do not eliminate the requirement to use TDEM's Grants Management System.

XXVIII. Indirect Cost Rates

The subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10 percent de minimis rate of modified total direct costs (MTDC) (as per [2 C.F.R. § 200.414](#)) when receiving Management Costs.

XXIX. Request for Information

TDEM and/or DHS/FEMA may request additional information from the subrecipient throughout the life cycle of this grant. This process, the Request for Information, herein referred to as RFI. DHS/FEMA RFIs may be received directly from TDEM's Grants Management System (GMS), FEMA systems (FEMA Grants Portal & FEMA GO), DHS/FEMA employees, or indirectly through TDEM representatives. DHS/FEMA RFI timeframes may vary, but due dates are always communicated upon transmission of the RFI. The TDEM RFI policies can be found in Exhibits G & H.

Exhibits

Exhibit A: Assurance – Non-Construction Programs

(See [Standard Form 424B](#))

As the duly authorized representative of subrecipient, I certify that subrecipient

1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the project described in this grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to

confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501- 1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical,

and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

Exhibit B: Assurances – Construction Programs

(See [Standard Form 424D](#))

As the duly authorized representative of subrecipient, I certify that subrecipient:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
12. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally- assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the

following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this grant.

Exhibit C: Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief:

1. No federal appropriated funds have been paid or will 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 or 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.
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 agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
3. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which 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 Section 1352, Title 31, U.S. Code. 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.
4. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the subrecipient certifies that it and its principals and vendors:
 - a. Are not 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. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

- b. Have not within a three-year period preceding this grant 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;
 - c. 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;
 - d. Have not within a three-year period preceding this grant had one or more public transactions (federal, state, or local) terminated for cause or default; or
 - e. Where subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this grant. (Federal Certification).
5. 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.
 6. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and subrecipient will require such compliance in any subgrants or contract at the next tier.
 7. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.
 8. Subrecipient is not delinquent on any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
 9. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this grant.
 10. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this grant.

Exhibit D: State of Texas Assurances

As the duly authorized representative of subrecipient, I certify that subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. (See UGMS Section __.36 for additional guidance on contract provisions).

8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91- 646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-

29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1977, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at [SAM.gov](https://www.sam.gov).
25. Shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Exhibit E: Environmental Review

As the duly authorized representative of subrecipient, I certify that subrecipient:

1. Shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. Shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. Shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and TDEM will not authorize or release Grant funds for non-compliant projects.
4. As soon as possible upon receiving this grant, shall provide information to TDEM to assist with the legally required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. Shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. Shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. If ground disturbing activities occur during project implementation, subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Exhibit F: Additional Grant Certifications

1. Public Assistance and Hazard Mitigation Program Grant (HMGP)

a. Match Certifications

Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (projects) and amendments (versions) under this Grant Agreement.

b. Duplication of Program Statement

Subrecipient certifies there has not been, nor will be, a duplication of benefits for this project Match Certification.

c. Federal Debt Disclosure

Subrecipient certifies that it not delinquent on and Federal debt.

2. HMGP Only

a. Maintenance Agreement

Applicant certifies that there is a Maintenance Agreement needed for this facility and that a copy of that agreement will be provided to TDEM.

b. Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentration of low income or minority populations in or near the HMGP projects:

i. Applicant certifies that the HMGP project result will not result in a disproportionately high effect on low income or minority populations.

OR

ii. Applicant certifies that actions will be taken to ensure of environmental justice for low income and minority populations related to this HMGP project.

Exhibit G: Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects. TDEM has developed a framework following a progressive series of communications for the Subrecipient, referred to as Request for Information (RFI). TDEM will work with Subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Public Assistance and Hazard Mitigation projects for management and closeout activities after obligation. This policy will address non-responsive and inadequate responses to requests for information. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

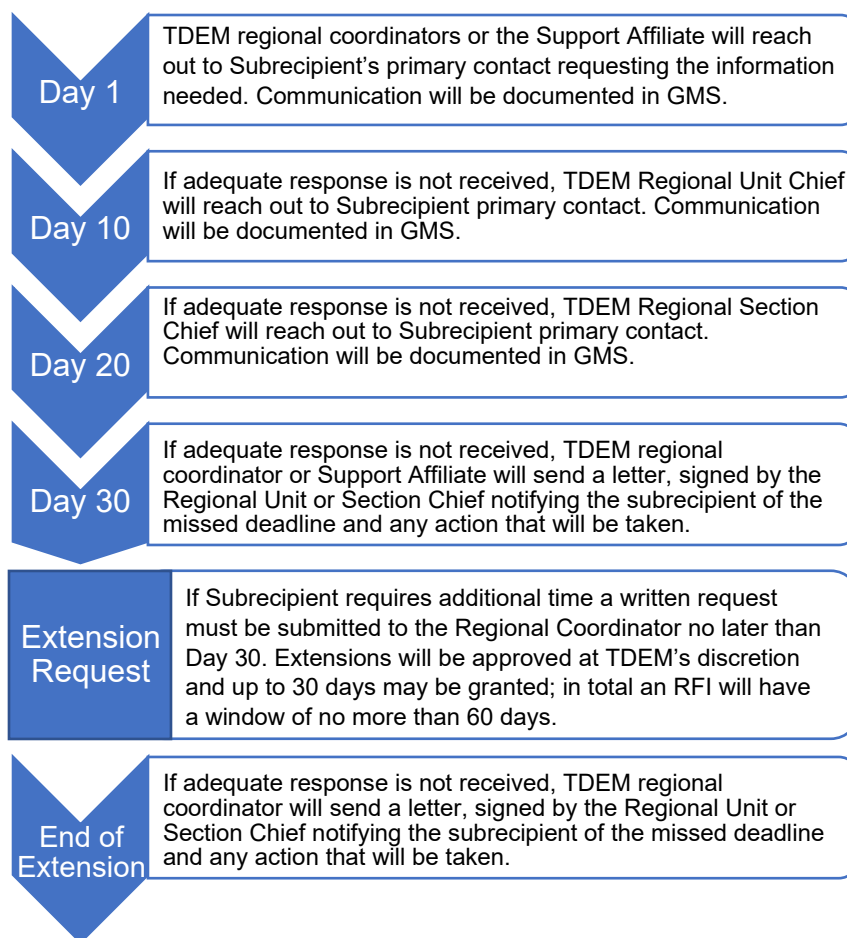


Exhibit H: Pre-Obligation Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely obligation of projects. TDEM has developed a framework following a progressive series of communications for the subrecipient, referred to as Request for Information (RFI). TDEM will work with subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Hazard Mitigation projects for management activities pre-obligation. This policy will address non-responsive and inadequate responses to requests for information. The timeline outlined below represents a single, 15-day period beginning from TDEM's first review of Subrecipient's application. Failure to supply timely responses could result in dismissal of application or award submission. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

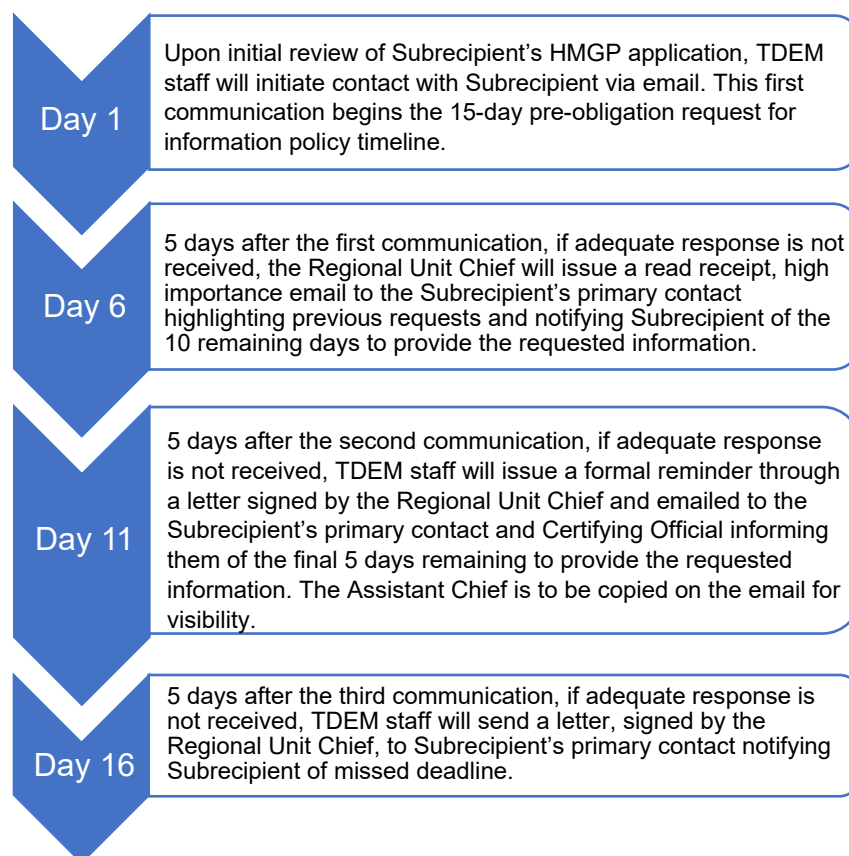


Exhibit I: Recoupment of Funds

Procedure Summary

1. This procedure is to ensure responsible spending of federal dollars, [2 CFR § 200.344](#) and [2 CFR § 200.345](#) require that the State of Texas and the Texas Division of Emergency Management (TDEM) act to identify and recover any improper payments.
2. This procedure applies to all Division subrecipients that receive funds from or through TDEM and explains the process by which funding to subrecipients will be recovered in the event that such funding is determined to be an overpayment or is not expended appropriately under the terms and conditions between TDEM and the subrecipient and/or applicable FEMA program, statute, regulations, or guidance.
3. The federal dollars described in this policy are passed through the Division, which serves as the Governor's authorized representative for certain federal grants and awards. Any amount of debt owed to the federal government is ultimately the responsibility of the State of Texas, not specifically the responsibility of the Division.

Procedure

1. Applicability of Recoupment
 - 1.1. This procedure will be applied to subrecipients that have been determined by the Division to have received an overpayment or that the Division determines has not spent federal funds in accordance with their grant or financial award.
2. Recipient's Responsibilities
 - 2.1. subrecipients are required to sign Grant Terms and Conditions prior to receipt of funds that stipulate subrecipients shall refund to the Division any sum that has been determined by the Division to be an overpayment to Subrecipient or that the Division determines has not been spent by Subrecipient in accordance with their grant or financial award.
 - 2.2. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted under the applicable program.
 - 2.3. Subrecipients shall make such refund to the Division within thirty (30) calendar days after the Division requests such refund.
3. Division Collection Actions

3.1. Upon determination that a subrecipient has received an overpayment or has not expended funds in accordance with the grant or fiscal award, the following steps will be taken:

3.1.1. First Formal Communication: A recoupment letter will be sent to the subrecipient's Authorized Agent(s) highlighting the amount of federal funds owed, electronic transfer information, and the requirement to repay the amount within thirty (30) calendar days.

3.1.1.1. The communication will be sent using electronic mail to the designated agent identified in the grant/funding application, and;

3.1.1.2. Posted in TDEM's Grants Management System (GMS), and;

3.1.2. The Division will confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable.

3.1.3. If the subrecipient fails to make repayment of the amount identified in the recoupment letter within thirty (30) business days of receipt of the letter, the Division may offset an applicant's owed funds against current available funding due to applicant unless an agreement to return funding is reached with the applicant as approved by TDEM

3.1.4. If the repayment is not made, the Division shall send an additional notice to the subrecipient by electronic mail and posted to the TDEM Grants Management System (GMS) thirty (30) to forty-five (45) days after the first letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

If the repayment is not made after the second letter, the Division shall send a third notice to the subrecipient by electronic mail and posted to the TDEM Grants Management System (GMS) thirty (30) to forty-five (45) days after the second letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been

transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

3.1.5. If the subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement to repay the funding with the Division approved by TDEM within one hundred twenty (120) days from the date that the original recoupment letter was sent, the Division will take any and all authorized actions to withhold funding for other grants, including issuing a State Comptroller Warrant Hold and/or referring the matter to the attorney general. The Division shall notify the subrecipient of any such decision.

3.2. Delinquent Accounts

3.2.1. Delinquency Determination

3.2.1.1. If a subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement approved by TDEM to repay the funding with the Division within 120 days from the date the original recoupment letter was sent, the Division may determine that the account is delinquent.

3.2.1.2. At TDEM's sole discretion, TDEM may authorize payment plans that fully reimburse the full amount owed over a 1–9-month period or prior to the end of the grant period. From time to time, variances in approved timelines may occur based on the phase of the grant process and other timelines determined by FEMA such as periods of performance and closeout liquidation periods.

3.2.1.3. Should a subrecipient enter into a payment plan and then fail to make more than one timely payment, the payment plan shall be considered invalid and the full balance shall be due within 30 calendar days. If payment is not made within 30 days, the actions contained within Section 3.1.7 and Section 3.2.

3.2.2. Warrant Hold Process

3.2.2.1. Once the Division has determined that the debt is delinquent, the Division may utilize the state comptroller's warrant hold process to ensure payments are not issued to the individual or entity that is indebted to the state.

3.2.3. Referral to the Attorney General

3.2.3.1. Once the account is determined to be delinquent, the Division may determine whether to refer the account to the Attorney General through the System Office of the General Counsel.

3.2.3.2. The determination as to the manner in which to pursue the collection of the account must consider the following:

3.2.3.2.1. The size of the debt;

3.2.3.2.2. The existence of any security or collateral;

3.2.3.2.3. The likelihood of collection through passive means;

3.2.3.2.4. The cost to the Division or Attorney General in attempting to collect the obligation; and

3.2.3.2.5. The availability of resources within the Division or Attorney General to devote to the collection of the obligation.

3.2.4. Referral to the Attorney General

3.2.4.1. Upon a determination to refer to the Attorney General, the Division shall notify the subrecipient of the delinquency status of the account, including the amount in no more than two mailed letters.

3.2.4.1.1. The first demand letter shall be mailed USPS First Class Mail within 30 days after the debt has been determined delinquent and an Attorney General referral is desired.

3.2.4.1.2. The second demand letter shall be mailed USPS First Class Mail between 30-60 days after the first demand letter was mailed if repayment of the amount has not occurred.

3.2.4.2. If the Division determines that it will refer the matter to the Attorney General, it shall, through the System Office of the General Counsel, notify the Attorney General around the 90th day after the first demand letter was sent.

3.3. The Division shall maintain copies of all communications with the subrecipients regarding the recoupment of the grant or financial award funding.

4. TDEM's Ability to Remedy

Nothing in this procedure shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments.

Nothing in this policy shall prohibit TDEM from immediately taking any recoupment action after the first thirty (30) day notice has been issued requesting repayment.

Related Statutes, Policies, or Requirements

- [Texas A&M University System Regulation 21.01.04](#)
- [1 Tex. Admin. Code Section 59.2](#)
- [Tex. Gov't Code Section 403.055](#)
- [Tex. Gov't Code Chapter 2107](#)
- [Texas A&M University System Office Collection and Write-off Guidance](#)
- [Texas A&M University System Regulation 09.04.01](#)

Grant Acknowledgement, Agreement and Signature

Please provide your signature next to each item in acknowledgement you have received, read, understand, and agree to abide by the terms.

I, _____, the undersigned and Certifying Official of
Printed Name

_____ understand that TDEM strongly encourages refresher
Subrecipient Name

training in federal procurement standards as variances from these standards account for the majority of funding deobligation. I also certify that I have read and understand each section of the above agreement. My signatures below serve as Subrecipient agreement to comply with all laws, rules, regulations, and policy presented.

Signature Agreement Authority

Signature Agreement (Section I – XXIX)

Signature Exhibit A: Assurance – Non-Construction Programs

Signature Exhibit B: Assurance – Construction Programs

Signature Exhibit C: Certifications for Grant Agreements

Signature Exhibit D: State of Texas Assurances

Signature Exhibit E: Environmental Review Certification

	Exhibit F: Additional Grant Certifications
Signature	
	Exhibit G: Request for Information Policy
Signature	
	Exhibit H: Pre-Obligation Request for Information Policy
Signature	
	Exhibit I: Recoupment of Funds
Signature	

Please sign below to acknowledge subrecipient's acceptance of this grant and all exhibits and subrecipient's agreement to abide by all terms and conditions.

Signature of Certifying Official	Date
Printed Name	Title

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4586-0108-TX (1)
Title: City of Freeport Service Center Generator

NEPA DETERMINATION

Non Compliant Flag: No	EA Draft Date:	EA Final Date:
EA Public Notice Date:	EA Fonsi	Level: CATEX
EIS Notice of Intent	EIS ROD Date:	

Comment The City of Freeport proposes to acquire and install a new permanent generator, automatic transfer switch, concrete pad, fencing. electrical upgrades, and gas lines at the Public Works Service Center, located at 510 S Avenue A, Freeport, Brazoria County, TX (28.95689, -95.356214). The proposed project will ensure continuous operation of the center and equipment during a power outage.

This project has been determined to be Categoricaly Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; CATEX N18. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.
- dcook125 - 02/07/2024 23:27:38 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*n18	(*n18) Federal Assistance for Construction or Installation of Structures, Facilities, or Equipment to Ensure Continuity of Operations. Federal assistance for the construction or installation of measures for the purpose of ensuring the continuity of operations during incidents such as emergencies, disasters, flooding, and power outages involving less than one acre of ground disturbance. Examples include the installation of generators, installation of storage tanks of up to 10,000 gallons, installation of pumps, construction of structures to house emergency equipment, and utility line installation. This CATEX covers associated ground disturbing activities, such as trenching, excavation, and vegetation removal of less than one acre, as well as modification of existing structures.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4586-0108-TX (1)

Title: City of Freeport Service Center Generator

Environmental Law/ Executive Order	Status	Description	Comment
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is located in a coastal zone area and/or affects the coastal zone	Based on consultation with Texas General Land Office (GLO) and review of Coastal Coordination Council (CCC) General Concurrence #5, FEMA has determined that this project is deemed consistent with the goals and policies of the Texas Coastal Management Program (CMP) and consistency review procedures as implemented by the GLO. - dcook125 - 02/07/2024 23:28:28 GMT
	Completed	State administering agency does not require consistency review - Review concluded	
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	Per Flood Insurance Rate Map (FIRM) panel 48039C0805K, dated 12/30/2020, the project is located outside the 500-year floodplain, special flood hazard area and the activity does not adversely affect floodplain values. - dcook125 - 02/07/2024 23:26:43 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	A review of the National Wetland Inventory (NWI) online mapper, accessed on 2/7/2024, for the site indicates that the area is not located within, nor does it affect a designated wetland. - dcook125 - 02/07/2024 23:26:53 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	This project has been determined to have no potential to have disproportionately high and adverse human health or environmental effects on minority or low-income populations according to FEMA's EO 12898 Guidance or input from EHP Leadership. FEMA has no further EO 12898 responsibilities with regard to these activities. - dcook125 - 02/07/2024 23:27:02 GMT
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4586-0108-TX (1)

Title: City of Freeport Service Center Generator

Environmental Law/ Executive Order	Status	Description	Comment
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	The scope of work has been reviewed and meets the criteria in Appendix B - Programmatic Allowances, Tier II; Section D.2.a. of FEMA's Programmatic Agreement (PA) dated March 16, 2022. In accordance with this PA, FEMA is not required to determine the National Register eligibility of properties where work performed meets the Appendix B criteria. The scope of work has been reviewed and FEMA has determined, based on Tribal preferences, that the project will not require Tribal Consultation. - smcgove2 - 02/08/2024 12:25:56 GMT
Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)	Completed	Review concluded	
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Special Conditions required on implementation of Projects:

Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

Source of condition: Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)

Monitoring Required: No

FEDERAL EMERGENCY MANAGEMENT AGENCY
RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4586-0108-TX (1)
Title: City of Freeport Service Center Generator

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

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

Record of Technical Consideration and Benefit Cost Summary

Project Summary

Program:	HMGP
Project Number:	4586-0108
Sub-Recipient:	City of Freeport
County or Parish:	Brazoria County
Project Title:	City of Freeport Service Center Generator
Project Type:	Generator
Phase:	Un-Phased
Project Budget:	\$200,000

BCA Summary

Analyst:	FEMA
Benefit Coast Analysis:	Streamline Process for Sub-\$1 million Project Cost
Benefit Cost Ratio:	1.0
Hazard Type Analysis:	Infrastructure Failure
Property Structure Type:	Critical Facility Building
Mitigation Action:	Generator
Type of Service:	Other
Number of Generators:	1: 150 kW

Objective

The main objective is to review the information submitted by the subrecipient to ensure completeness, adherence to programmatic guidelines and cost allowability and to determine if there are any pre award conditions that should be applied to the project prior to the award of funding. Additionally, the project will be reviewed for post award conditions that will be required for closeout. Project data and information submitted should have enough



FEMA

information to demonstrate the project is sustainable and cost-effective and will be designed to reduce the risk to individuals and property from future natural hazards, while also reducing reliance on federal funding from future disasters.

Scope of Work

The City of Freeport proposes the procurement and installation of one permanent natural gas 150 kW generator. The generator will mitigate the City Service Center from power loss due to natural hazards. A natural gas generator will be installed with an automatic transfer switch on a concrete pad. See Table 1 for location coordinates.

The project will be in compliance with latest edition of codes and standards required by Federal, State and Local Rules and regulations.

Table 1: Generator Location

Name	Latitude	Longitude	Flood Zone	Source of Flood Data
Service Center Generator	28.95689	-95.356214	X	48039C0805K effective 12/30/2020

Conditions

1. Subrecipient must coordinate with the local floodplain administrator to obtain required permits. The subrecipient must comply with any conditions of the permit(s) prior to initiating work. All permits and coordination pertaining to these activities must be retained by the subrecipient. Submit permits and documentation of coordination to FEMA at closeout.
2. Subrecipient must acquire all applicable federal, state, tribal and/or local permits.



City Council Agenda Item #[3.G]

Title: Consideration and possible action awarding bid and approve the City Manager signing a contract to M&R's Elite Janitorial Solutions for janitorial services for the City of Freeport offices.

Date: December 2, 2024

From: Ashlee Ferguson, Finance Director

Staff Recommendation: Staff Recommends awarding the bid for janitorial services to M&R's Elite Janitorial Solutions and approving the City manager to sign the contract.

Item Summary: The request for proposal (RFP) number 2024-17 for 'Annual Janitorial Services' was released on Friday, November 1, 2024. The proposals were received on Thursday, November 14, 2024. The City received five proposals. Staff recommends going with M&R's Elite Janitorial Services.

Background Information: The City currently uses M&R's Elite Janitorial Services. The price they bid is a little lower than what we are currently paying, which will save the City roughly \$2,099.76 annually.

Special Considerations: N/A

Financial Impact: This is included in the budget.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Janitorial Analysis 2024
2. Janitorial Services Contract - City of Freeport

**City of Freeport
Analysis of Janitorial Bids**

Location	Annual Costs			
	Chano and Sons	American Facilities	Ambassador	Del Sol
City Hall	\$ 33,748.00	\$ 26,856.44	\$ 32,599.32	\$ 30,270.24
Police Department	23,348.00	21,726.64	20,130.76	20,486.96
Library	18,148.00	19,159.92	15,942.68	16,225.04
Service Center	12,480.00	14,029.08	2,374.84	2,416.96
	<u>\$ 87,724.00</u>	<u>\$ 81,772.08</u>	<u>\$ 71,047.60</u>	<u>\$ 69,399.20</u>
Total Weekly Cost	1,687.00	1,572.54	1,366.30	1,334.60

M & R's Elite	
Current Yearly Cost	
City Hall	\$ 26,699.92
Police Department	17,999.80
Library	15,600.00
Service Center	8,700.12
	<u>\$ 68,999.84</u>

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M & R's Elite

\$	25,799.80
	17,400.24
	15,299.96
	8,400.08
\$	66,900.08

1,286.54

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement") is made effective as of November 25, 2024, by and between the City of Freeport, Texas (the "Recipient"), of 1201 North Avenue H, Freeport, TX 77541, and M & R's Elite Janitorial Solutions, LLC (the "Contractor"), of 2406 Legends Way, Katy, Texas 77493. In this Agreement, the party who is contracting to receive the services shall be referred to as "Recipient", and the party who will be providing the services shall be referred to as "Contractor."

1. DESCRIPTION OF SERVICES. Beginning on December 18, 2024, the Contractor will provide the following services (collectively, the "Services"):

Janitorial services per the RFP's scope of work

2. PAYMENT FOR SERVICES. The Recipient will pay compensation to the Contractor for the Services in the amount of \$1,286.54 weekly. Payments will be made as follows:

Milestone and Payment Amount

Billed monthly after services are completed at the weekly rate of \$1,286.54. This includes a weekly rate of \$496.15 for City Hall, \$334.62 for the Police Dept, \$294.23 for the Library and \$161.54 for Public Works (Service Center).

No other fees and/or expenses will be paid to the Contractor, unless such fees and/or expenses have been approved in advance by the appropriate executive on behalf of the Recipient in writing. The Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation.

3. TERM/TERMINATION. The term of this agreement shall be for one (1) year from the date services are scheduled to begin, December 18, 2024 through December 17, 2025 and will be automatically extended and renewed on each anniversary date on the said terms and conditions.

A regular, ongoing relationship of indefinite term is not contemplated. The Recipient has no right to assign services to the Contractor other than as specifically contemplated by this Agreement. However, the parties may mutually agree that the Contractor shall perform other services for the Recipient, pursuant to the terms of this Agreement.

4. RELATIONSHIP OF PARTIES. It is understood by the parties that the Contractor is an independent contractor with respect to the Recipient, and not an employee of the Recipient. The Recipient will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor.

It is contemplated that the relationship between the Contractor and the Recipient shall be a non-exclusive one. The Contractor also performs services for other organizations and/or individuals. The Recipient has no right to further inquire into the Contractor's other activities.

5. RECIPIENT'S CONTROL. The Recipient has no right or power to control or otherwise interfere with the Contractor's mode of effecting performance under this Agreement. The Recipient's only concern is the result of the Contractor's work, and not the means of accomplishing it. Except in extraordinary circumstances and when necessary, the Contractor shall perform the Services without direct supervision by the Recipient.

6. PROFESSIONAL CAPACITY. The Contractor is a professional who uses its own professional and business methods to perform services. The Contractor has not and will not receive training from the Recipient regarding how to perform the Services.

7. PERSONAL SERVICES NOT REQUIRED. The Contractor is not required to render the Services personally and may employ others to perform the Services on behalf of the Recipient without the Recipient's knowledge or consent. If the Contractor has assistants, it is the Contractor's responsibility to hire them and to provide materials for them.

8. NO LOCATION ON PREMISES. The Contractor has no desk or other equipment either located at or furnished by the Recipient. Except to the extent that the Contractor works in a territory as defined by the Recipient, its services are not integrated into the mainstream of the Recipient's business.

9. NO SET WORK HOURS. The Contractor has no set hours of work. There is no requirement that the Contractor work full time or otherwise account for work hours.

10. EXPENSES PAID BY CONTRACTOR. The Contractor's business and travel expenses are to be paid by the Contractor and not by the Recipient.

11. CONFIDENTIALITY. Contractor may have had access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Recipient. Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of the Recipient, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of the Recipient, and any and all trade secrets, customer lists, or pricing information of the Recipient. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. The Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner any Confidential Information. The Contractor will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the Contractor will return to the Recipient all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the Contractor during the term of this Agreement.

This Agreement is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.

12. INJURIES. The Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage for the benefit of the Contractor (and the Contractor's employees, if any). The Contractor waives any rights to recovery from the Recipient for any injuries that the Contractor (and/or Contractor's employees) may sustain while performing services under this Agreement and that are a result of the negligence of the Contractor or the Contractor's employees. Contractor will provide the Recipient with a certificate naming the Recipient as an additional insured party.

13. NO RIGHT TO ACT AS AGENT. An "employer-employee" or "principal-agent" relationship is not created merely because (1) the Recipient has or retains the right to supervise or inspect the work as it progresses in order to ensure compliance with the terms of the contract or (2) the Recipient has or retains the right to stop work done improperly. The Contractor has no right to act as an agent for the Recipient and has an obligation to notify any involved parties that it is not an agent of the Recipient.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

15. WAIVER OF BREACH. The waiver by the Recipient of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

16. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Texas.

18. SIGNATORIES. This Agreement shall be signed by Jerry Cain, Mayor on behalf of the City of Freeport and by Felipe Romero, Jr., Business Manager on behalf of M & R's Elite Janitorial Solutions, LLC. This Agreement is effective as of the date first above written.

RECIPIENT:
City of Freeport, Texas

By: _____
Lance Petty
City Manager

Date: _____

CONTRACTOR:
M & R's Elite Janitorial Solutions, LLC

By: _____
Felipe Romero, Jr.
Managing Director

Date: _____



City Council Agenda Item #[3.H]

Title: Consideration and possible action to accept the FEMA HMGP Generator Grant for the Recreation Center.

Date: December 2, 2024

From: Ashlee Ferguson, Finance Director

Staff Recommendation: Staff recommends accepting the Federal Emergency Management Agency (FEMA) City of Freeport Recreation Center Generator project for the amount of \$200,000.00.

Item Summary: The City applied for this generator grant project in November 2021, to provide reimbursement for the acquisition and installation of a new permanent generator, automatic transfer switch, concrete pad, electronic fencing, associated electrical, plumbing, and gas line work. On November 25, 2024, the City was notified by email that it had been awarded the grant for the amount of \$200,000.00. The generator will mitigate the City Recreation Center from power loss due to natural hazards.

Background Information: The Hazard Mitigation Grant Program allows for projects to reduce the loss of life and property within the area and lessen the negative impacts of natural disasters. This project was submitted to FEMA for approval in 2021.

Special Considerations: N/A

Financial Impact: This grant has a 90% federal match and a 10% local cost share. The federal amount eligible for reimbursement is \$180,000.00 and the local share amount is \$20,000.00. This local share amount was not included in the Adopted 2024-2025 budget, but can be funded from the fund balance of Fund 22 - Vehicle & Equipment

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. 4586-0106-City-of-Freeport-Recreation-Center-Generator---Award-Package-2635185-53033



November 25, 2024

Lance Petty
City Manager
City of Freeport
1201 N Avenue H
Freeport, TX 77541

Subject: Sub-Grant Award

Dear Lance Petty

The Texas Division of Emergency Management (TDEM) has issued a sub-grant for the Hazard Mitigation Grant Program (HMGP) , DR-4586, Texas Severe Winter Storms. The following is the information related to this award:

Sub-Recipient Information:

UEI Number: YXPGDGAKHRF9
TINS Number: 74-6000889
FIPS Number: 039-27420-00

Award Information:

Catalog of Federal Domestic Assistance: 97.039
FEMA Project Number: 0106
Project Title: City of Freeport Recreation Center Generator
Period of Performance (POP): November 6, 2024

PROJECT FUNDS OBLIGATIONS						
Version/ Amendment	Date	Total Subgrant Amount	Federal Share %	Federal Share Amount	Local Share %	Local Share Amount
0	11/06/2024	\$200,000.00	90%	\$180,000.00	10%	\$20,000.00

Please Note: This award is not for research or development as defined in 2 Code of Federal Regulations (C.F.R.) § 200.87.

The eligible management costs for a reimbursement request are calculated by multiplying the eligible direct project costs submitted by the percentage of obligated management costs (up to 5%) for the project. In some cases, the management costs submitted for a reimbursement

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will exceed the eligible management cost amount. In this instance, the management costs will be trapped until additional eligible direct project costs are submitted for reimbursement. Pursuant to Section 1215 of the Disaster Recovery Reform Act of 2018, which amended Section 324 of the Robert T. Stafford Disaster Relief and Assistance Act, subrecipient Management Costs (MC) up to 5% of the project costs are eligible, however none have been requested at this time. Subrecipient MC must be requested by the application deadline to be eligible.

MANAGEMENT COSTS OBLIGATIONS						
Version/ Amendment	Date	Total Management Costs	Federal Share %	Federal Share Amount	Local Share %	Local Share Amount
0	11/06/2024	\$0	100%	\$0	0%	\$0

The approved Scope of Work (SOW) follows, and the terms and conditions of this award are attached. It is important that the sub-recipient read, understand and comply with the SOW and all terms and conditions. It is also vital that this information be disseminated to the sub-recipient's staff and contractors involved in work related to this project.

The City of Freeport proposes to acquire and install a new permanent generator, automatic transfer switch, concrete pad, electronic fencing, associated electrical, plumbing and gas line work, along with site modification as necessary at the City's Recreation Center located at 803 N Front, Freeport, Brazoria County, TX. The proposed project will ensure continuous operation of the center and equipment during a power outage.

The project will comply with the latest edition of codes and standards as required by Federal, State, and Local rules and regulations. The subrecipient must coordinate with the local floodplain administrator to obtain the necessary permits and must comply with any conditions of these permits prior to initiating work (if applicable). All permits and related coordination activities must be retained by the subrecipient. At project closeout, submit all permits and documentation of coordination to FEMA. Additionally, the subrecipient must acquire all applicable Federal, State, Tribal, and/or Local permits.

Generators that have been approved as components in this project's SOW are listed below.

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Generator Site Name	Generator Street Address	Generator Size	Portable/ Permanent	Latitude	Longitude
City of Freeport Recreation Center, Texas	803 N Front, Freeport, Texas	150kw	Regular	28.96378	-95.37053

In accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; this project has been determined to be Categorically Excluded (CATEX N18). FEMA concludes that the project is categorically excluded from the National Environmental Policy Act (NEPA) requirement to prepare further environmental documentation. No extraordinary conditions in accordance with DHS Instruction 023-01-001-01 exist involving this project.

Signing and returning this award letter indicates the sub-recipient's acceptance of the SOW of the sub-award, the ability to pay the local cost share, and all grant terms and conditions outlined in the attached documents.

The sub-recipient must ensure that:

1. The initial quarterly progress report for the project is submitted at the end of the approving quarter. Please include the project number (provided above) in your future quarterly reports. Note that 44 C.F.R. § 206.438(c) indicates the state must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report must include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.
2. In accordance with HMGP rules and policy, TDEM requires the submittal of all closeout documentation within 90 days of the project completion not to exceed the POP. The Governor's Authorized Representative (GAR) "shall certify that reported costs were incurred in the performance of eligible work, that the approved work was completed and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement" in accordance with 44 C.F.R. § 206.438(d).

If changes are needed to the SOW for the sub-award, period of performance or costs associated with the sub-award, the sub-recipient should immediately contact TDEM. No change to the sub-award will be considered approved until the sub-recipient is notified in writing by TDEM.

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This signed and dated award letter with attached grant terms and conditions must be returned to TDEM before payment on the sub-award can be processed. Your signature is required on this award letter and on the last page of the attached grant terms and conditions. You must also initial each exhibit on the last page of the grant terms and conditions. Please sign, date, and return both the award letter along with the attached grant terms and conditions acknowledging acceptance of this sub-award via email to the assigned Mitigation Coordinator, Walter Zelezniak at walter.zelezniak@tdem.texas.gov.

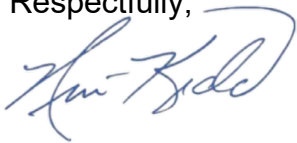
Lance Petty, City Manager

Date

Should you wish to appeal any determination related to this sub-award you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM Mitigation Coordinator within the allotted time.

If you have any questions please contact your Mitigation Coordinator, Walter Zelezniak, at 713-304-7893 or walter.zelezniak@tdem.texas.gov.

Respectfully,



W. Nim Kidd, MPA, CEM®

Chief - Texas Division of Emergency Management
Vice Chancellor for Disaster and Emergency Services
The Texas A&M University System

ATTACHMENTS: FEMA Approval Letter
Grant Terms and Conditions
Record of Environmental Considerations
Technical Recommendations

Copy: Catherine Ezell, Finance Director
cezell@freeport.tx.us

2883 Highway 71 E
PO Box 285
Del Valle, TX 78617-9998



FEMA

November 6, 2024

W. Nim Kidd, MPA, CEM
Chief, Texas Division of Emergency Management
Vice Chancellor - The Texas A&M University System
2883 Highway 71 East
P.O. Box 285
Del Valle, TX 78617-9998

Attn: Ms. Jennifer Charlton-Faia, Interim State Hazard Mitigation Officer

RE: DR-4586-0106-TX
City of Freeport– City of Freeport Recreation Center Generators
Assistance Listing 97.039 Hazard Mitigation Grant Program

Dear Chief Kidd:

This letter provides official notification that the Federal Emergency Management Agency (FEMA) approves the application submitted by the City of Freeport for the City Of Freeport Recreation Cneter Generator project. The total project cost is \$200,000.00. The Federal share in the amount of \$180,000.00 is available through the Hazard Mitigation Grant Program (HMGP) under FEMA-DR-4485-TX. The non-federal match requirement of \$20,000.00 will be provided by City of Freeport.

Pursuant to Section 1215 of the Disaster Recovery Reform Act of 2018, which amended Section 324 of the Robert T. Stafford Disaster Relief and Assistance Act, subrecipient Management Costs (MC) up to 5% of the project costs are eligible, however none have been requested at this time. Subrecipient MC must be requested by the application deadline to be eligible.

The following is the approved Scope of Work (SOW) for the above-referenced project:

The City of Freeport proposes to acquire and install a new permanent generator, automatic transfer switch, concrete pad, electronical, fencing, associated electrical, plumbing and gas line work, along with site modification as necessary at the City's Recreation Center locate at 803 N Front, Freeport, Brazoria County, TX. The proposed project will ensure continuous operation of the center and equipment during a power outage.

The project will comply with the latest edition of codes and standards as required by Federal, State, and Local rules and regulations. The subrecipient must coordinate with the local floodplain administrator to obtain the necessary permits and must comply with any conditions of these permits prior to initiating work (if applicable). All permits and related coordination activities

must be retained by the subrecipient. At project closeout, submit all permits and documentation of coordination to FEMA. Additionally, the subrecipient must acquire all applicable Federal, State, Tribal, and/or Local permits.

Generators that have been approved as components in this project's SOW are listed below.

Generator Site Name	Generator Street Address	Generator Size	Portable/ Permanent	Latitude	Longitude
City of Freeport Recreation Center, Texas	803 N Front, Freeport, Texas	150kw	Regular	28.96378	-95.37053

This project has been determined to be Categorically Excluded (CATEX) in accordance with FEMA Instruction 108-1-1 and Department of Homeland Security (DHS) Instruction 023-01-001-01; CATEX n18 from the need to prepare either an Environmental Impact Statement or Environmental Assessment. No extraordinary circumstances in accordance with DHS Instruction 023-01-001-01 have been identified regarding this action. The applicant must comply with all conditions set forth in the attached Record of Environmental Consideration (REC). Failure to comply with these conditions may jeopardize federal assistance including funding.

Environmental Conditions

Special Condition required on implantations of projects:

Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials, and toxic waste in accordance with the requirements and to the satisfaction of the governing local, state, and federal agencies.

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with The National Environmental Policy Act (NEPA) and other Laws and Executive Orders. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Technical Conditions.

Subrecipient must coordinate with the local floodplain administrator to obtain required permits. The subrecipient must comply with any conditions of the permit(s) prior to initiating work. All

permits and coordination pertaining to these activities must be retained by the subrecipient. Submit permits and documentation of coordination to FEMA at closeout.

FEMA will not establish activity completion timeframes for individual sub awards. The Period of Performance (POP) for DR-4586-TX is set to expire on February 19, 2025. It is the responsibility of the Recipient and subrecipient to ensure all approved activities associated with this sub-award are completed by the end of the POP. Any costs incurred prior to the date of this approval or after the POP will be disallowed.

A change to the approved SOW requires prior approval from FEMA. NEPA stipulates that additions or amendments to a HMGP SOW shall be reviewed by all state and federal agencies participating in the NEPA process. NEPA sign-off for all SOW additions or amendments is essential before the revised SOW can be approved by FEMA or implemented by the HMGP subrecipient.

In accordance with FEMA Policy #104-11-1 Interim or 2023 Hazard Mitigation Assistance Program and Policy Guidance Hazard Mitigation Grant Program Management Costs, any MC provided will be obligated in increments sufficient to cover recipient and subrecipient needs for no more than one year unless contractual agreements require additional funding. Actual subrecipient MC are to be reconciled quarterly during the review of expenditures submitted by the subrecipient through quarterly report process. Subrecipient MC can be expended for a maximum time of 180 days after work is completed for the subaward or the end of the POP, whichever is sooner.

The initial quarterly progress reports for the HMGP project are due at the end of the approving quarter. Please include this HMGP project in your future quarterly reports. Title 44 of the Code of Federal Regulations (44 C.F.R.) § 206.438(c) indicates the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report will include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.

Pursuant to 2 C.F.R. 200.400 et seq. costs must be adequately documented, necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles except where otherwise authorized by statute. The non-Federal entity is responsible for the efficient and effective administration of the Federal award through the application of sound management practices. The non-Federal entity assumes responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award. FEMA approval of budget estimates is not determination of the allowability of costs.

In accordance with HMGP rules and policy, we require the submittal of all closeout documentation within 120 days of the project completion, not to exceed POP. Section 206.438(d) of 44 C.F.R. requires the Governors Authority Representative to “certify that reported costs were

Chief Kidd
November 06, 2024
Page 4

incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement.”

The Obligation Report and REC, and Technical Recommendation Report are included for your records.

If you have any questions regarding the information, please contact Uchenna Ike, Grants Management Specialist, Hazard Mitigation Assistance (HMA), at (771) 217-3979 or Uchenna.Ike@fema.dhs.gov.

Sincerely,

A handwritten signature in black ink that reads "Marty Chester". The signature is written in a cursive, flowing style.

Marty Chester
Acting HMA Disaster Branch Chief

Enclosures: Obligation Report
REC
Technical Recommendation Report



Texas Division of Emergency Management

Subrecipient Agreement for TDEM-Administered Grant Awards

Date Revised: February 22, 2024

Index

Letter to Subrecipient	I
Subrecipient Information	II
Subrecipient Agreement.....	III

Letter to Subrecipient

Dear Subrecipient:

Congratulations on your new award!

The following document, in conjunction with the applicable State Administrative Plan (SAP) or Disaster State Administrative Plan (DSAP), lays out applicable laws, rules, and regulations set forth by local, State, and Federal authority that you, Subrecipient, agree to upon acknowledgement. Before you may request or receive any funding awarded to you, you must establish acceptance of this award. By accepting this award, you acknowledge that the terms of the following document are conditions of your award.

Please read this agreement in full. Acknowledgement by means of signature at the conclusion of the document, holds Subrecipient to the terms and conditions in the agreement. Failure to sign this agreement infringes on the ability to obtain Federal awards, or state or local grant awards, administered through the Texas Division of Emergency Management.

Subrecipient Information

Entity Information

Entity Name: _____
EIN/TIN: _____
UEI: _____ UEI Expiration Date: _____
Address Line 1: _____
Address Line 2: _____
City: _____
State: _____ Zip (+4) _____ - _____

Subrecipient Contacts

Primary Contact

Serves as the primary point of contact for project(s).

Name: _____ Position/Job Title: _____
Email: _____ Phone Number: _____

Certifying Official

Serves as the official representative of the organization.

Must possess the authority to obligate funds & enter into contracts for the organization.

Name: _____ Position/Job Title: _____
Email: _____ Phone Number: _____

Primary Finance Contact

Serves as primary contact for all financial matters.

Name: _____ Position/Job Title: _____
Email: _____ Phone Number: _____



Texas Division of Emergency Management

Subrecipient Agreement for TDEM-Administered Grant Awards

Table of Contents

Revisions	1
State of the Agreement	2
AGREEMENT AUTHORITY	2
Agreement	3
I. GENERAL TERMS	3
II. STANDARD OF PERFORMANCE	4
III. FAILURE TO PERFORM	4
IV. FUNDING OBLIGATIONS	5
V. RECOUPMENT OF FUNDS	5
VI. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPALS AND AUDIT REQUIREMENTS	5
VII. STATE REQUIREMENTS FOR GRANTS	6
VIII. RESTRICTIONS AND GENERAL CONDITIONS	8
IX. PROCUREMENT CONTRACTING	9
X. MONITORING	11
XI. AUDIT	11
XII. RETENTION AND ACCESSIBILITY OF RECORDS	12
XIII. CHANGES, AMENDMENTS, SUSPENSIONS OR TERMINATION	13
XIV. ENFORCEMENT	14
XV. CONFLICTS OF INTEREST	14
XVI. CLOSING OF THIS AWARD	15
XVII. NOTICES	15
XVIII. TDEM GRANTS MANAGEMENT SYSTEM	15
XIX. PERFORMANCE PERIOD	16
XX. COST/SCOPE MODIFICATION	17
XXI. FINAL EXPENDITURES REPORT	17
XXII. NET SMALL PROJECT OVERRUN	17
XXIII. APPEALS	17
XXIV. REQUESTS FOR REIMBURSEMENT	19
XXV. QUARTERLY REPORT REQUIREMENTS	19
XXVI. EQUIPMENT RECORDS	19
XXVII. FEMA PUBLIC ASSISTANCE PORTAL AND FEMA GO	20
XXVIII. INDIRECT COST RATES	20
XXIX. REQUEST FOR INFORMATION	20
Exhibits	21
EXHIBIT A: ASSURANCE – NON-CONSTRUCTION PROGRAMS	21
EXHIBIT B: ASSURANCES – CONSTRUCTION PROGRAMS	24
EXHIBIT C: CERTIFICATIONS FOR GRANT AGREEMENTS	27
EXHIBIT D: STATE OF TEXAS ASSURANCES	29
EXHIBIT E: ENVIRONMENTAL REVIEW	33
EXHIBIT F: ADDITIONAL GRANT CERTIFICATIONS	34
EXHIBIT G: REQUEST FOR INFORMATION POLICY	35
EXHIBIT H: PRE-OBLIGATION REQUEST FOR INFORMATION POLICY	36
EXHIBIT I: RECOUPMENT OF FUNDS	37
Grant Acknowledgement, Agreement and Signature	42

Revisions

Rev. 1. Change from Authorized Agent to Primary Finance Contact information on the Subrecipient Information page.

Rev. 2. Inclusion of language related to subrecipient reimbursement for Recipient management cost.

State of the Agreement

Agreement Authority

This agreement applies to all Department of Homeland Security Federal Emergency Management Agency (DHS/FEMA) awards or other awarding agency financial assistance awards administered by the Texas Division of Emergency Management (TDEM). The federal government, the State of Texas, and TDEM have the right to seek judicial enforcement of these actions.

Subrecipients are required to follow applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#), as well as all other applicable federal, state, and local laws, regulations, policies, procedures, and executive orders.

By accepting this agreement, Subrecipient and its executives, as defined in [2 C.F.R. §170.315](#), certify that the subrecipient's policies are in accordance with guidance applicable to federal, state and local laws, and relevant executive guidance. This agreement, consisting of these terms and conditions and all exhibits, is between the Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as TDEM, and Subrecipient.

TDEM and Subrecipient are collectively hereinafter referred to as the parties. All awards made under this agreement are subject to the same terms and conditions except where additional provisions may be added by TDEM to assure compliance with the aforementioned authority.

Subrecipient may not assign or transfer any interest in this award without prior written consent of TDEM and, if required, DHS/FEMA or other awarding agency.

Agreement

I. General Terms

1. The terms recipient and pass-through entity have the same meaning as grantee, as used in governing statutes, regulations, and DHS/FEMA guidance.
2. Throughout this document the terms grant and award will be used interchangeably.
3. A recipient is a non-Federal entity for administration purposes.
4. A subrecipient is known as a subgrantee as used in governing statutes, regulations, and DHS/FEMA guidance.
5. The grant referred to in this agreement is an award to the subrecipient passed through from TDEM to Subrecipient.
6. The “certifying official” is the mayor, judge, or executive director authorized to execute these terms and conditions, and to submit changes of subrecipient agents. Contracted staff and/or vendors may assist the certifying official in completing related grant tasks but may not act in lieu of the certifying official.
7. Project and any subsequent versions for those projects accepted by Subrecipient and subsequently obligated or de-obligated by DHS/FEMA are considered subawards to this agreement.
8. TDEM uses contractors to assist in administering subawards, both in communication with Subrecipient and the awarding agency. A subrecipient’s point of contact for all awards will be the assigned regional staff. TDEM may task various grant management tasks to contractors to work directly with subrecipients.
9. Within 10 calendar days of any change, Subrecipient must notify TDEM of any change in Designated Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient in TDEM’s Grants Management System (GMS).
10. In the event Subrecipient hires a consultant to assist them with managing its Public Assistance and Hazard Mitigation grants (or other), they must be listed on the Designated Subrecipient Agent Form (DSA) and may not act in lieu of the designated agent. TDEM will direct all correspondence to the Subrecipient. The Subrecipient is solely responsible for sharing written communications with the consultant. The Subrecipient is the primary point of contact and must be included in all decision-making activities.

II. Standard of Performance

Subrecipient must perform all activities as approved by TDEM and that is required in applicable grant/funding awards. Subrecipient must perform all activities in accordance with all terms, provisions and requirements set forth in the award, including, the following exhibits:

1. Assurances – Non-Construction Programs (Federal authority), hereinafter referred to as Exhibit A
2. Assurances – Construction Programs (Federal authority), hereinafter referred to as Exhibit B
3. Certifications for Grant Agreements (Federal authority), hereinafter referred to as Exhibit C
4. State of Texas Assurances (State authority), hereinafter referred to as Exhibit D
5. Environmental Review Certification (Federal authority), hereinafter referred to as Exhibit E
6. Additional Grant Certifications (State authority), hereinafter referred to as Exhibit F
7. Request for Information and Documentation Policy (State authority), hereinafter referred to as Exhibit G
8. Pre-Obligation Request for Information and Documentation Policy (State authority), hereinafter referred to as Exhibit H
9. Recoupment of Funds (State authority), hereinafter referred to as Exhibit I

III. Failure to Perform

In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this grant, Subrecipient is liable to TDEM for an amount not to exceed the amount of this award and may be barred from receiving additional DHS/FEMA grant program funds or any other grant program funds administered by the State of Texas until repayment is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by TDEM.

IV. Funding Obligations

TDEM is not liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs authorized under the applicable award.

1. Notwithstanding any other provision of this grant, the total of all payments and other obligations incurred by TDEM under this award must not exceed the total cumulative award amounts listed on the subawards (projects and subsequent versions).
2. Subrecipient must contribute the required cost share, also known as non-Federal share or match, listed on the subaward.
3. Subrecipient must provide supporting documentation that supports the totality of funding requests in accordance with program policy.
4. In the event that TDEM is required to continue to manage the subrecipients award after the Recipients (TDEM) allocated state management funds have been exhausted, subrecipient agrees to reimburse TDEM for such costs necessary to close FEMA awards including the final recoupment of any funds due to FEMA and/or TDEM and the State of Texas.

V. Recoupment of Funds

Subrecipient must refund to TDEM any sum of these award funds that TDEM and/or DHS/FEMA determines to be an overpayment to and/or has not been spent by Subrecipient in accordance with this award. Refund payment(s) may be made from local, state, or federal grant funds unless prohibited by federal regulation or other provision.

Nothing in Exhibit I-Recoupment of Funds shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments or to limit TDEM's ability to take immediate recoupment action(s) after notice of required refund has been made.

VI. Uniform Administrative Requirements, Cost Principles and Audit Requirements

Except as specifically modified by law or this grant, Subrecipient shall administer this award through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS/FEMA program legislation, federal awarding agency regulations, and the terms and conditions of this grant. A non-exclusive list sanctioned by Federal Authority is provided below (not all may apply in every project):

- a. Public Law 93-288, as amended (Stafford Act)
- b. 44 C.F.R., Emergency Management and Assistance
- c. 2 C.F.R., Grants and Agreements
- d. Disaster Mitigation Act of 2000
- e. Executive Order 11988, Floodplain Management
- f. Executive Order 11990, Protection of Wetlands
- g. Executive Order 12372, Intergovernmental Review of Programs and Activities
- h. Executive Order 12549, Debarment and Suspension
- i. Executive Order 12612, Federalism
- j. Executive Order 12699, Seismic Design
- k. Executive Order 12898, Environmental Justice
- l. Coastal Barrier Resources Act, Public Law 97-348
- m. Single Audit Act, Public Law 98-502
- n. Sandy Recovery Improvement Act publications
- o. Disaster Recovery Reform Act of 2018 16 U.S.C. § 470, National Historic Preservation Act
- p. 16 U.S.C. § 1531, Endangered Species Act References
- q. FEMA program publications, guidance, and policies

VII. State Requirements for Grants

Subrecipient must comply with all other federal, state, and local laws and regulations applicable to this award including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf> and the most recent applicable version of the program State Administrative Plan (and all effective updates), available at: <https://tdem.texas.gov>. Subrecipient must, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, Office of Management and Budget (OMB) circulars,

terms and conditions of this award and the approved application.

Grant funds must not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Award funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this award may only be expended if Subrecipient timely completes and files its reports.

TDEM strongly encourages subrecipients to complete refresher training in federal procurement standards as variances from these standards account for the majority of funding de-obligation. TDEM will provide training or sources for subrecipients to attain training. Federal procurement training may be required of some recipients in advance of funding or as a condition of funding and/or if additional monitoring is deemed appropriate by TDEM.

VIII. Restrictions and General Conditions

DHS/FEMA grant funds must only be used for the purposes set forth in this award and must be consistent with the statutory authority for the grant. Award funds must not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds must not be used to sue the federal government or any other government entity.

1. Federal employees are prohibited from directly benefiting from any funds under this Grant.
2. In accordance with [2 C.F.R. §25.300](#), TDEM will not make a subaward unless the Subrecipient has obtained a unique entity identifier (UEI). A UEI is the identifier required for [System for Award Management \(SAM\)](#) registration to uniquely identify entities with which the federal government does business.
3. Subrecipient maintains that it has registered at [SAM.gov](#) or other federally established site for contractor registration and entered TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this grant's final financial report or receives final award payment. Subrecipient agrees that it must not make any subaward agreement or contract related to this award without first obtaining the vendor or subawardee's mandatory UEI. See [2 C.F.R. Part 25, Appendix A](#).
4. Subrecipient must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year if the following is applicable ([2 C.F.R. Subtitle A; Chapter 1, Part 170, Appendix A to Part 170](#)). See [FEMA Information Bulletin 350](#).
 - a. Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per [2 C.F.R. §170.320](#).
 - b. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with subrecipient's UEI, the names and total compensation (see [17 C.F.R. §229.402\(c\)\(2\)](#)) for each of subrecipient's five most highly compensated executives for the preceding completed fiscal year.
 - c. Subrecipient shall report executive total compensation at [SAM.gov](#), or other federally established replacement site.

5. By signing this grant, Subrecipient certifies that, if required, Subrecipient has registered, entered the required information, and shall keep information in the System for Award Management (SAM) database current, and update the information at least annually until the subrecipient submits its final financial report, or receives final payment.
6. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory UEI.
7. Subrecipient must comply with Federal Executive Orders [12549](#) and [12689](#), which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government
8. A completed direct deposit form from Subrecipient must be provided to TDEM, prior to receiving any funds under the provisions of this grant. The direct deposit form is currently available at <https://tdem.texas.gov>.
9. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage, or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this grant.
10. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA or TDEM on the premises of Subrecipient or a contractor under this grant, Subrecipient must provide and must require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work. A final physical site inspection for eligible scope of work and program compliance may be conducted after the subrecipient's Project Completion and Certification Report has been submitted.

IX. Procurement Contracting

Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this

award in accordance with 2 C.F.R. 200. 317-327 and Appendix II to Part 200 (A-C) and (E-J).

1. All contracts executed using funds awarded under this award shall contain the contract provisions listed under [2 C.F.R. 200.327](#) and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
2. For each of the following types of procurement, activities must follow the most restrictive of federal, state, or local procurement regulations:
 - a. Micro purchase
 - b. Small purchase
 - c. Sealed bid
 - d. Competitive proposal
 - e. Non-Competitive proposal (solely when the award of a contract is unfeasible under the other methods)
3. The State must approve the use of a noncompetitive procurement method. Federal regulations allow for noncompetitive procurements under certain circumstances, including when a non-state entity determines that immediate actions required to address the public exigency or emergency cannot be delayed by a competitive solicitation. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.
4. Contracts attributed as "cost-plus-percentage-of-cost" or "percentage-of-construction-cost" are explicitly prohibited by Federal procurement standards and are ineligible for DHS/FEMA grant.
5. Subrecipients must perform cost/price analysis for every procurement action in excess of the Simplified Acquisition Threshold.
6. Subrecipients must negotiate profit as a separate element where required.
7. Subrecipients must not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs ([Executive Order 12549, Debarment and Suspension](#)).
 - a. Subrecipient must maintain documentation validating review of debarment list of eligible contractors. Evidence of non-debarment for vendors must be documented through [SAM.gov](#) and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review. TDEM will not reimburse any expense for a

debarred vendor or a vendor or Subrecipient that does not have a valid [SAM.gov](https://sam.gov) registration.

8. Subrecipients must comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at [2 C.F.R §200.321](#).
9. Subrecipients must comply with the rules of recovered materials for procurements at [2 C.F.R §200.323](#).
10. Subrecipients must comply with the rules for domestic preferences for procurements at [2 C.F.R § 200.322](#).

X. Monitoring

Subrecipient will be monitored periodically by federal, state, or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

- a. TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of subrecipient's compliance with this award and of the adequacy and timeliness of subrecipient's performance pursuant to this award.
- b. After each monitoring visit, if the monitoring visit reveals deficiencies in subrecipient's performance under this grant, a monitoring report will be provided to the subrecipient that includes requirements for the timely correction of such deficiencies by subrecipient. Failure by subrecipient to take action(s) specified in the monitoring report may be cause for suspension or termination of this award pursuant to the Changes, Amendments, Suspensions or Termination Section (XIII) herein.

XI. Audit

Subrecipients expending \$750,000 or more in total federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F.

1. A copy of the Single Audit must be submitted to TDEM or your cognizant state agency within nine months of the end of the subrecipient's fiscal year. If not required to submit a single audit, a response to the request will suffice. Failing to follow the regulation can result in significant adverse consequences including any action listing in the Enforcement Section (XIV) of this agreement

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives access to and the right to conduct a financial or compliance audit of funds received, and performances rendered under this award. Subrecipient must permit TDEM or its authorized representative to audit subrecipient's records. Subrecipient must provide any documents, materials, or information necessary to facilitate such audit.

1. Subrecipient understands and agrees that it is liable to TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to the subrecipient pursuant to this award or any other federal contract.
2. Subrecipient must take such action to facilitate the performance of such audit(s) conducted pursuant to this section as TDEM may require of Subrecipient. Subrecipient must ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
3. Subrecipient understands that acceptance of funds under this award acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office's audit or investigation, including providing all records requested. Subrecipient must ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this award.

XII. Retention and Accessibility of Records

Subrecipient shall follow its own internal retention policy, or the State's retention policy, whichever is more restrictive. At a minimum, the subrecipient must maintain fiscal records and supporting documentation for all expenditures of this award's funds pursuant to the applicable [OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.334-338](#), and this agreement.

1. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, or any litigation, dispute, or audit.

2. Records shall be retained for three (3) years after any real estate or equipment final disposition.
3. DHS/FEMA or TDEM may direct subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its 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 subrecipient pertaining to this award including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

XIII. Changes, Amendments, Suspensions or Termination

TDEM may modify this agreement after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this subrecipient award. Any alteration, addition, or deletion to this agreement by subrecipient is not valid.

Any alterations, additions, or deletions to this agreement that are required by changes in federal and state laws, regulations, or policy are automatically incorporated into this agreement without written amendment to this award and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this agreement after an award has been made, including changes to the period of performance of the award, or terms and conditions, the certifying official shall be notified electronically of the changes in writing. Once notification has been made, any subsequent request for refunds will indicate subrecipients acceptance of the changes to this award.

1. In the event subrecipient fails to comply with any term of this grant or agreement, TDEM may, upon written notification to subrecipient, suspend this award, in whole or in part, withhold payments to Subrecipient, and prohibit Subrecipient from incurring additional obligations of this grant's funds.
2. TDEM has the right to terminate this award, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that subrecipient has failed to comply with any terms of this grant. TDEM shall provide written notice of the termination that includes:
 - a. The reason(s) for such determination;
 - b. The effective date of such termination; and

- c. The scope of the termination of the award.
- d. Termination of an award is final.

XIV. Enforcement

If subrecipient materially fails to comply with any term of this award or agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports;
2. Require all payments as reimbursements rather than advance payments;
3. Temporarily withhold payments pending correction of the deficiency;
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request DHS/FEMA to wholly or partially de-obligate funding for a project;
6. Withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by TDEM or DHS/FEMA;
7. Withhold future awards for the grant program; and
8. Take other remedies that may be legally available

In taking an enforcement action, TDEM will adhere to any administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved, and where TDEM, as the recipient, is obligated to follow.

The costs to a subrecipient resulting from expenses incurred by the subrecipient during a suspension or after termination of this award are not allowable.

The enforcement remedies identified in this section, including suspension and termination, do not preclude subrecipient from being subject to “Debarment and Suspension” under Executive Order 12549. 2 C.F.R., Appendix II Part 200, (1).

XV. Conflicts of Interest

The subrecipient must maintain and provide upon request written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and must establish safeguards to prohibit employees from using their positions for a purpose that

constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

XVI. Closing of this Award

TDEM will close each subaward after receiving all required final documentation from the subrecipient. If the close out review and reconciliation indicates that subrecipient is owed additional funds, TDEM will send the final payment automatically to subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds. This does not affect:

1. DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this award that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this award after the expiration or termination of this award.

XVII. Notices

All notices and other communications pertaining to this agreement shall be delivered in electronic format and shall be transmitted in TDEM's Grant Management System, hereinafter referred to as "GMS". TDEM reserves the right to use other delivery avenues as needed.

XVIII. TDEM Grants Management System

TDEM requires the use of the TDEM's Grants Management System (GMS) for subrecipient grant management functions. Subrecipient is required to access GMS for all grant related functions as required by TDEM unless written authorization from TDEM is given. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements.

Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement. Paper forms and email requests to initiate grant management functions within GMS are not accepted.

XIX. Performance Period

The performance period for this award is listed on the subaward letter for each project. All projects must be completed within the performance period and within the approved budget. Subrecipient shall have expended all award funds and must submit final requests for reimbursements, invoices, and any supporting documentation to TDEM no later than 60 calendar days after the end of the performance period. TDEM is not obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

From time to time, the performance period for grants may be extended by TDEM. These extensions do not change the established performance periods for subrecipients to submit final requests for reimbursements, invoices, and any supporting documentation.

1. All work must be done prior to the approved project completion deadline assigned to each project.
 - a. For Public Assistance projects written at 100% complete, documentation must be submitted within 60 days of the Recovery Scoping Meeting (or DHS/FEMA process equivalent).
 - b. For projects not written at 100% complete for both Hazard Mitigation and Public Assistance awards, documentation must be submitted within 60 days of the work completion date.
2. Should additional time be required, a time extension request must be submitted which:
 - a. Identifies the projects requiring an extension;
 - b. Explains the reason for an extension;
 - c. Indicates the percentage of work that has been completed;
 - d. Provides an anticipated completion date;
 - e. Provides detailed milestones documenting expected progress.

The reason for an extension must be based on extenuating circumstances, or unusual project requirements that are beyond the control of Subrecipient. Failure to submit a time extension request 90 days prior to the end of the period of performance may result in denial, or reduction or withdrawal of federal funds for approved work.

XX. Cost/Scope Modification

Any change to a project's approved scope of work must be reported and approved through TDEM and DHS/FEMA before starting the project. Failure to do so will jeopardize award funding.

Subrecipient shall submit requests for cost overruns to TDEM for review. Any requests sent for a Public Assistance project will be submitted to DHS/FEMA for review and approval. Approval of these requests is not guaranteed and is subject to funding availability. Costs incurred prior to approval of any scope or budget/cost changes may be denied.

XXI. Final Expenditures Report

The Project Completion and Certification Report (P4) must be submitted to TDEM within 90 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report and the Applicant's Attestation for Duplication of Benefits (DOB) form certifying other funds were received to complete the project.

XXII. Net Small Project Overrun

If the total actual cost of all of a subrecipient's Public Assistance small projects combined exceeds the total obligated for all small projects, the subrecipient may request additional funding through the appeal process, within 60 days of the latest work completion date of all its Small Projects, as described in the [Public Assistance Program and Policy Guide](#). A net small project overrun appeal will require a review of all small projects and could result in a reduction of funding.

XXIII. Appeals

1. Public Assistance

In the event that a subrecipient does not agree with the determinations made by DHS/FEMA, the subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which the subrecipient believes the initial action was inconsistent. Additionally, for disasters declared on or after January 1, 2022, subrecipients must submit appeals using DHS/FEMA's Grants Portal system, in addition to GMS. An appeal must be submitted by the subrecipient within the following time frames:

- a. Any DHS/FEMA determination – 60 days from the written notice of the determination being made.
- b. Second Appeal – 60 days from the written notice of the determination made on the previous appeal.

Appeals should be addressed to the TDEM's Deputy Chief of Recovery & Mitigation and should contain additional information that the subrecipient wants to have considered. Upon receipt of an appeal from Subrecipient, TDEM will review the material submitted, and forward the appeal with a written recommendation to DHS/FEMA within 60 days.

For presidentially declared disasters on or after October 30, 2012, a subrecipient may choose to arbitrate in lieu of submitting a second appeal. The arbitration program is designed to offer an alternate second appeal process by providing final adjudication through an independent, neutral panel of arbitrators for particular PA projects involving a dispute equal to or in excess of \$500,000 (or \$100,000 if the Applicant is in a "rural area", defined as having a population of less than 200,000 living outside an urbanized area) and must be filed within 60 days of receipt of the first appeal decision. For specific information, refer to [44 CFR § 206.206](#).

2. Hazard Mitigation

In the event that a subrecipient does not agree with the determinations made by DHS/FEMA, the subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which the subrecipient believes the initial action was inconsistent. [In accordance with 44 C.F.R §206.440](#), an appeal must be submitted by the subrecipient within the following time frames:

- a. Any DHS/FEMA or TDEM determination – 60 days from the date of the determination of the appeal written on the DHS/FEMA letter;
- b. Second Appeal – 60 days from the written notice of the determination made on the previous appeal. The decision of the Second Appeal is final and not subject to arbitration.

Appeals must be addressed to the State Hazard Mitigation Officer (SHMO) and should contain additional information, in accordance with Hazard Mitigation Assistance (HMA) guidance, that the subrecipient wants to have considered by DHS/FEMA. Upon receipt of an appeal from the subrecipient, TDEM will forward the appeal to DHS/FEMA within 60 days.

XXIV. Requests for Reimbursement

Subrecipient will request payment of funds on projects by initiating a request for reimbursement (RFR) in GMS or an advance of funds request (AFR) through GMS. The request must include documentation supporting the request.

Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter. If payment is not requested quarterly, Subrecipient is subject to enforcement mechanisms described in the Enforcement section (XIV). Additional monitoring may be required of subrecipients if funds are advanced.

Small projects will be paid upon completion of work and submission of all necessary closeout documentation to TDEM. Due to the increase of the small project maximum, subrecipients may require an Advance of Funds to pay eligible costs of approved project scopes of work.

XXV. Quarterly Report Requirements

Subrecipients must submit quarterly progress reports (QPR) for open, large projects in Public Assistance, all Hazard Mitigation Grant Program, Building Resilient Infrastructure and Committees (BRIC), and Pre-Disaster Mitigation Grant projects using GMS. QPRs are due to TDEM the 15th of the month after the reporting period ends. The reporting period consists of 4 3-month periods:

- a. Quarter 1 (Q1): October – December
- b. Quarter 2 (Q2): January – March
- c. Quarter 3 (Q3): April – June
- d. Quarter 4 (Q4): July – September

Failure to submit required QPRs that demonstrate appropriate project progress for two or more quarters, or Requests for Reimbursement (RFR) not submitted quarterly, can result in the withholding or de-obligation of funding for subrecipients until all QPRs are submitted to TDEM.

TDEM may use the data provided in QPRs when considering requests for overruns, period of performance extensions, or any other award activity. If projects are not progressing, TDEM will require additional reporting or may take any other appropriate action to comply with required standards.

XXVI. Equipment Records

When an individual item of equipment is no longer required for federally-funded programs or projects, Subrecipient must calculate the current fair market value of the individual item. If items have a fair market value in excess of \$5,000.00, Subrecipient must make DHS/FEMA aware. For full rules and regulations regarding purchased

equipment, reference [2 C.F.R. 200.313](#).

XXVII. FEMA Public Assistance Portal and FEMA GO

In addition to TDEM's Grants Management System, must utilize the required DHS/FEMA grant management systems. The FEMA Public Assistance Delivery Model, or Simplified Application process, is used to facilitate the writing of project worksheets in FEMA's Grants Portal system (Portal). The subrecipient must establish and maintain an active account in the Portal. It is the subrecipient's responsibility to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal provides the subrecipient visibility of the entire project writing process.

The FEMA Grant Outcomes (FEMA GO) platform is used to facilitate the application, tracking, and management of Hazard Mitigation Grant Programs (HMGP) including Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA), and HMGP Post Fire Assistance. The subrecipient is responsible for requesting and maintaining an active account in FEMA GO and responding timely to any information requested in order to complete the award process.

The use of FEMA's Grants Portal and FEMA GO do not eliminate the requirement to use TDEM's Grants Management System.

XXVIII. Indirect Cost Rates

The subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10 percent de minimis rate of modified total direct costs (MTDC) (as per [2 C.F.R. § 200.414](#)) when receiving Management Costs.

XXIX. Request for Information

TDEM and/or DHS/FEMA may request additional information from the subrecipient throughout the life cycle of this grant. This process, the Request for Information, herein referred to as RFI. DHS/FEMA RFIs may be received directly from TDEM's Grants Management System (GMS), FEMA systems (FEMA Grants Portal & FEMA GO), DHS/FEMA employees, or indirectly through TDEM representatives. DHS/FEMA RFI timeframes may vary, but due dates are always communicated upon transmission of the RFI. The TDEM RFI policies can be found in Exhibits G & H.

Exhibits

Exhibit A: Assurance – Non-Construction Programs

(See [Standard Form 424B](#))

As the duly authorized representative of subrecipient, I certify that subrecipient

1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the project described in this grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to

confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501- 1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical,

and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

Exhibit B: Assurances – Construction Programs

(See [Standard Form 424D](#))

As the duly authorized representative of subrecipient, I certify that subrecipient:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
12. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally- assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the

following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this grant.

Exhibit C: Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief:

1. No federal appropriated funds have been paid or will 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 or 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.
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 agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
3. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which 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 Section 1352, Title 31, U.S. Code. 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.
4. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the subrecipient certifies that it and its principals and vendors:
 - a. Are not 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. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

- b. Have not within a three-year period preceding this grant 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;
 - c. 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;
 - d. Have not within a three-year period preceding this grant had one or more public transactions (federal, state, or local) terminated for cause or default; or
 - e. Where subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this grant. (Federal Certification).
5. 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.
 6. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and subrecipient will require such compliance in any subgrants or contract at the next tier.
 7. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.
 8. Subrecipient is not delinquent on any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
 9. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this grant.
 10. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this grant.

Exhibit D: State of Texas Assurances

As the duly authorized representative of subrecipient, I certify that subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. (See UGMS Section __.36 for additional guidance on contract provisions).

8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91- 646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-

29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1977, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at [SAM.gov](https://www.sam.gov).
25. Shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Exhibit E: Environmental Review

As the duly authorized representative of subrecipient, I certify that subrecipient:

1. Shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. Shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. Shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and TDEM will not authorize or release Grant funds for non-compliant projects.
4. As soon as possible upon receiving this grant, shall provide information to TDEM to assist with the legally required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. Shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. Shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. If ground disturbing activities occur during project implementation, subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Exhibit F: Additional Grant Certifications

1. Public Assistance and Hazard Mitigation Program Grant (HMGP)

a. Match Certifications

Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (projects) and amendments (versions) under this Grant Agreement.

b. Duplication of Program Statement

Subrecipient certifies there has not been, nor will be, a duplication of benefits for this project Match Certification.

c. Federal Debt Disclosure

Subrecipient certifies that it not delinquent on and Federal debt.

2. HMGP Only

a. Maintenance Agreement

Applicant certifies that there is a Maintenance Agreement needed for this facility and that a copy of that agreement will be provided to TDEM.

b. Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentration of low income or minority populations in or near the HMGP projects:

i. Applicant certifies that the HMGP project result will not result in a disproportionately high effect on low income or minority populations.

OR

ii. Applicant certifies that actions will be taken to ensure of environmental justice for low income and minority populations related to this HMGP project.

Exhibit G: Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects. TDEM has developed a framework following a progressive series of communications for the Subrecipient, referred to as Request for Information (RFI). TDEM will work with Subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Public Assistance and Hazard Mitigation projects for management and closeout activities after obligation. This policy will address non-responsive and inadequate responses to requests for information. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

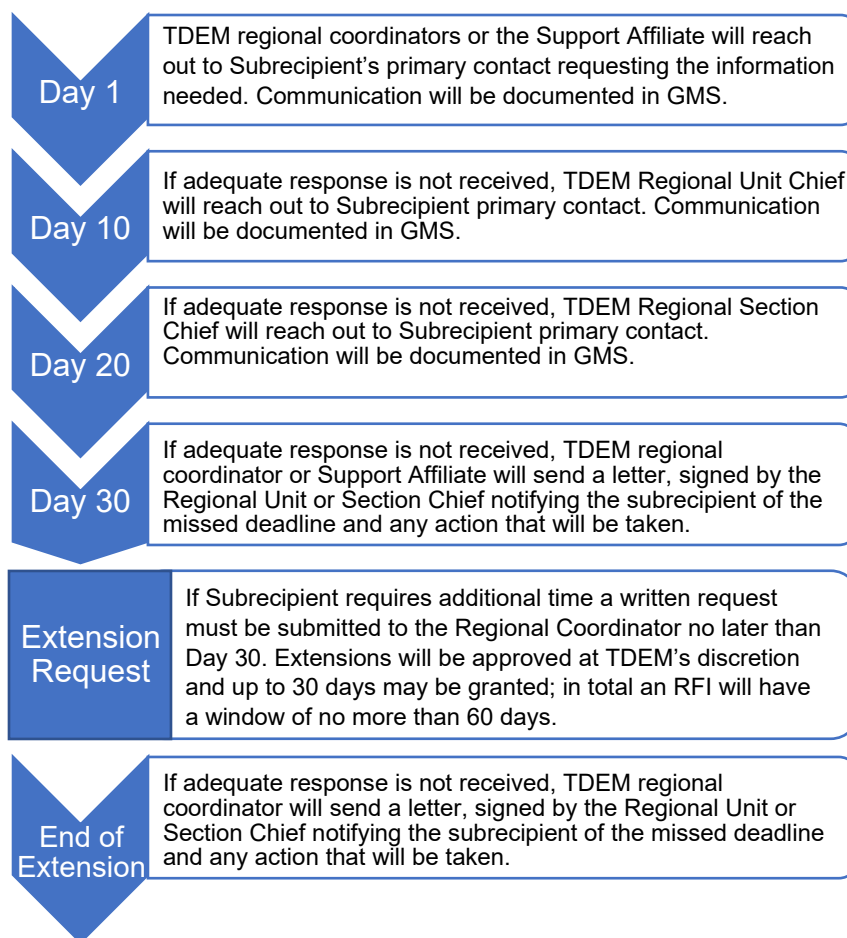


Exhibit H: Pre-Obligation Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely obligation of projects. TDEM has developed a framework following a progressive series of communications for the subrecipient, referred to as Request for Information (RFI). TDEM will work with subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Hazard Mitigation projects for management activities pre-obligation. This policy will address non-responsive and inadequate responses to requests for information. The timeline outlined below represents a single, 15-day period beginning from TDEM's first review of Subrecipient's application. Failure to supply timely responses could result in dismissal of application or award submission. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

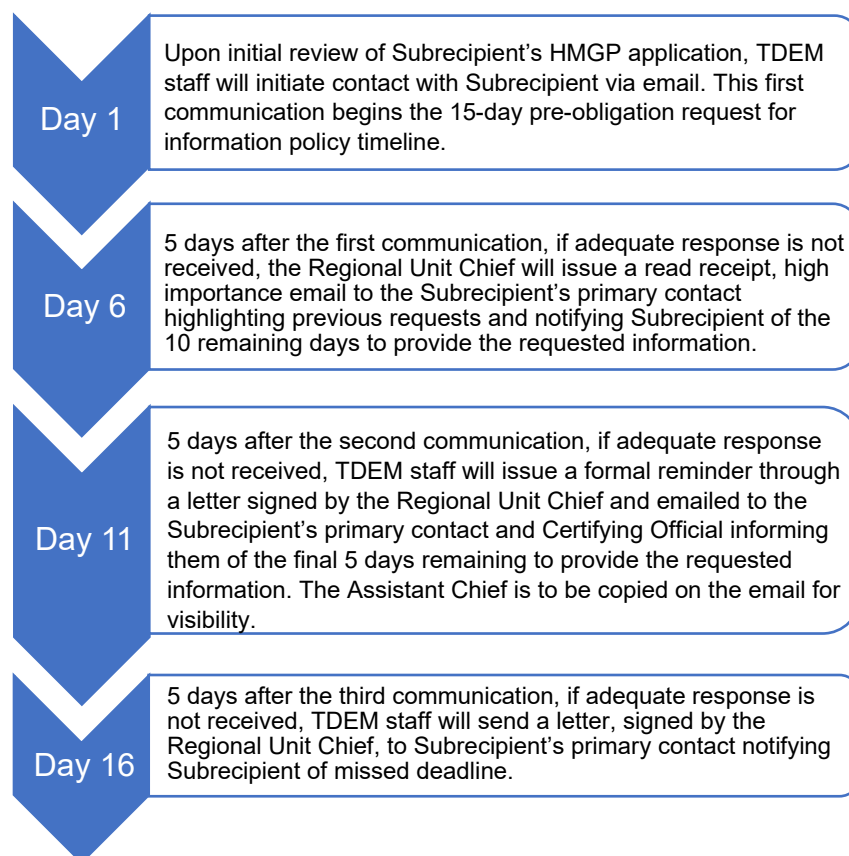


Exhibit I: Recoupment of Funds

Procedure Summary

1. This procedure is to ensure responsible spending of federal dollars, [2 CFR § 200.344](#) and [2 CFR § 200.345](#) require that the State of Texas and the Texas Division of Emergency Management (TDEM) act to identify and recover any improper payments.
2. This procedure applies to all Division subrecipients that receive funds from or through TDEM and explains the process by which funding to subrecipients will be recovered in the event that such funding is determined to be an overpayment or is not expended appropriately under the terms and conditions between TDEM and the subrecipient and/or applicable FEMA program, statute, regulations, or guidance.
3. The federal dollars described in this policy are passed through the Division, which serves as the Governor's authorized representative for certain federal grants and awards. Any amount of debt owed to the federal government is ultimately the responsibility of the State of Texas, not specifically the responsibility of the Division.

Procedure

1. Applicability of Recoupment
 - 1.1. This procedure will be applied to subrecipients that have been determined by the Division to have received an overpayment or that the Division determines has not spent federal funds in accordance with their grant or financial award.
2. Recipient's Responsibilities
 - 2.1. subrecipients are required to sign Grant Terms and Conditions prior to receipt of funds that stipulate subrecipients shall refund to the Division any sum that has been determined by the Division to be an overpayment to Subrecipient or that the Division determines has not been spent by Subrecipient in accordance with their grant or financial award.
 - 2.2. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted under the applicable program.
 - 2.3. Subrecipients shall make such refund to the Division within thirty (30) calendar days after the Division requests such refund.
3. Division Collection Actions

3.1. Upon determination that a subrecipient has received an overpayment or has not expended funds in accordance with the grant or fiscal award, the following steps will be taken:

3.1.1. First Formal Communication: A recoupment letter will be sent to the subrecipient's Authorized Agent(s) highlighting the amount of federal funds owed, electronic transfer information, and the requirement to repay the amount within thirty (30) calendar days.

3.1.1.1. The communication will be sent using electronic mail to the designated agent identified in the grant/funding application, and;

3.1.1.2. Posted in TDEM's Grants Management System (GMS), and;

3.1.2. The Division will confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable.

3.1.3. If the subrecipient fails to make repayment of the amount identified in the recoupment letter within thirty (30) business days of receipt of the letter, the Division may offset an applicant's owed funds against current available funding due to applicant unless an agreement to return funding is reached with the applicant as approved by TDEM

3.1.4. If the repayment is not made, the Division shall send an additional notice to the subrecipient by electronic mail and posted to the TDEM Grants Management System (GMS) thirty (30) to forty-five (45) days after the first letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

If the repayment is not made after the second letter, the Division shall send a third notice to the subrecipient by electronic mail and posted to the TDEM Grants Management System (GMS) thirty (30) to forty-five (45) days after the second letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been

transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

3.1.5. If the subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement to repay the funding with the Division approved by TDEM within one hundred twenty (120) days from the date that the original recoupment letter was sent, the Division will take any and all authorized actions to withhold funding for other grants, including issuing a State Comptroller Warrant Hold and/or referring the matter to the attorney general. The Division shall notify the subrecipient of any such decision.

3.2. Delinquent Accounts

3.2.1. Delinquency Determination

3.2.1.1. If a subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement approved by TDEM to repay the funding with the Division within 120 days from the date the original recoupment letter was sent, the Division may determine that the account is delinquent.

3.2.1.2. At TDEM's sole discretion, TDEM may authorize payment plans that fully reimburse the full amount owed over a 1–9-month period or prior to the end of the grant period. From time to time, variances in approved timelines may occur based on the phase of the grant process and other timelines determined by FEMA such as periods of performance and closeout liquidation periods.

3.2.1.3. Should a subrecipient enter into a payment plan and then fail to make more than one timely payment, the payment plan shall be considered invalid and the full balance shall be due within 30 calendar days. If payment is not made within 30 days, the actions contained within Section 3.1.7 and Section 3.2.

3.2.2. Warrant Hold Process

3.2.2.1. Once the Division has determined that the debt is delinquent, the Division may utilize the state comptroller's warrant hold process to ensure payments are not issued to the individual or entity that is indebted to the state.

3.2.3. Referral to the Attorney General

3.2.3.1. Once the account is determined to be delinquent, the Division may determine whether to refer the account to the Attorney General through the System Office of the General Counsel.

3.2.3.2. The determination as to the manner in which to pursue the collection of the account must consider the following:

3.2.3.2.1. The size of the debt;

3.2.3.2.2. The existence of any security or collateral;

3.2.3.2.3. The likelihood of collection through passive means;

3.2.3.2.4. The cost to the Division or Attorney General in attempting to collect the obligation; and

3.2.3.2.5. The availability of resources within the Division or Attorney General to devote to the collection of the obligation.

3.2.4. Referral to the Attorney General

3.2.4.1. Upon a determination to refer to the Attorney General, the Division shall notify the subrecipient of the delinquency status of the account, including the amount in no more than two mailed letters.

3.2.4.1.1. The first demand letter shall be mailed USPS First Class Mail within 30 days after the debt has been determined delinquent and an Attorney General referral is desired.

3.2.4.1.2. The second demand letter shall be mailed USPS First Class Mail between 30-60 days after the first demand letter was mailed if repayment of the amount has not occurred.

3.2.4.2. If the Division determines that it will refer the matter to the Attorney General, it shall, through the System Office of the General Counsel, notify the Attorney General around the 90th day after the first demand letter was sent.

3.3. The Division shall maintain copies of all communications with the subrecipients regarding the recoupment of the grant or financial award funding.

4. TDEM's Ability to Remedy

Nothing in this procedure shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments.

Nothing in this policy shall prohibit TDEM from immediately taking any recoupment action after the first thirty (30) day notice has been issued requesting repayment.

Related Statutes, Policies, or Requirements

- [Texas A&M University System Regulation 21.01.04](#)
- [1 Tex. Admin. Code Section 59.2](#)
- [Tex. Gov't Code Section 403.055](#)
- [Tex. Gov't Code Chapter 2107](#)
- [Texas A&M University System Office Collection and Write-off Guidance](#)
- [Texas A&M University System Regulation 09.04.01](#)

Grant Acknowledgement, Agreement and Signature

Please provide your signature next to each item in acknowledgement you have received, read, understand, and agree to abide by the terms.

I, _____, the undersigned and Certifying Official of
Printed Name

_____ understand that TDEM strongly encourages refresher
Subrecipient Name

training in federal procurement standards as variances from these standards account for the majority of funding deobligation. I also certify that I have read and understand each section of the above agreement. My signatures below serve as Subrecipient agreement to comply with all laws, rules, regulations, and policy presented.

Signature Agreement Authority

Signature Agreement (Section I – XXIX)

Signature Exhibit A: Assurance – Non-Construction Programs

Signature Exhibit B: Assurance – Construction Programs

Signature Exhibit C: Certifications for Grant Agreements

Signature Exhibit D: State of Texas Assurances

Signature Exhibit E: Environmental Review Certification

	Exhibit F: Additional Grant Certifications
Signature	
	Exhibit G: Request for Information Policy
Signature	
	Exhibit H: Pre-Obligation Request for Information Policy
Signature	
	Exhibit I: Recoupment of Funds
Signature	

Please sign below to acknowledge subrecipient’s acceptance of this grant and all exhibits and subrecipient’s agreement to abide by all terms and conditions.

Signature of Certifying Official	Date
Printed Name	Title

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4586-0106-TX (1)
Title: City of Freeport Recreation Center Generator

NEPA DETERMINATION

Non Compliant Flag: No

EA Draft Date:

EA Final Date:

EA Public Notice Date:

EA Fonsi

Level: CATEX

EIS Notice of Intent

EIS ROD Date:

Comment The City of Freeport proposes to acquire and install a new permanent generator, automatic transfer switch, concrete pad, electrical, fencing, associated electrical, plumbing and gas line work along with site modification, as necessary, at the City's Recreation Center located at 803 N Front, Freeport, Brazoria County, TX (28.96378, -95.37053). The proposed project will ensure continuous operation of the center and equipment during a power outage.

This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; CATEX N18. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.

- spandey3 - 02/27/2024 16:04:58 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*n18	(*n18) Federal Assistance for Construction or Installation of Structures, Facilities, or Equipment to Ensure Continuity of Operations. Federal assistance for the construction or installation of measures for the purpose of ensuring the continuity of operations during incidents such as emergencies, disasters, flooding, and power outages involving less than one acre of ground disturbance. Examples include the installation of generators, installation of storage tanks of up to 10,000 gallons, installation of pumps, construction of structures to house emergency equipment, and utility line installation. This CATEX covers associated ground disturbing activities, such as trenching, excavation, and vegetation removal of less than one acre, as well as modification of existing structures.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4586-0106-TX (1)

Title: City of Freeport Recreation Center Generator

Environmental Law/ Executive Order	Status	Description	Comment
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is located in a coastal zone area and/or affects the coastal zone	Based on consultation with Texas General Land Office (GLO) and review of Coastal Coordination Council (CCC) General Concurrence #5, FEMA has determined that this project is deemed consistent with the goals and policies of the Texas Coastal Management Program (CMP) and consistency review procedures as implemented by the GLO. - spandey3 - 02/27/2024 16:10:22 GMT
	Completed	State administering agency does not require consistency review - Review concluded	
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	Per Flood Insurance Rate Map (FIRM) panel 48039C0805K, dated 12/30/2020, the project is located outside the 500-year floodplain, special flood hazard area and the activity does not adversely affect floodplain values. - spandey3 - 02/27/2024 16:12:07 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	A review of the National Wetland Inventory (NWI) online mapper, accessed on 2/26/2024, for the site indicates that the area is not located within, nor does it affect a designated wetland. - spandey3 - 02/27/2024 16:12:23 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	This project has been determined to have no potential to have disproportionately high and adverse human health or environmental effects on minority or low-income populations according to FEMA's EO 12898 Guidance or input from EHP Leadership. FEMA has no further EO 12898 responsibilities with regard to these activities. - spandey3 - 02/27/2024 16:12:36 GMT
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4586-0106-TX (1)

Title: City of Freeport Recreation Center Generator

Environmental Law/ Executive Order	Status	Description	Comment
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	The scope of work has been reviewed and meets the criteria in Appendix B - Programmatic Allowances, Tier II; Section D.2.a. of FEMA's Programmatic Agreement (PA) dated March 16, 2022. In accordance with this PA, FEMA is not required to determine the National Register eligibility of properties where work performed meets the Appendix B criteria. The scope of work has been reviewed and FEMA has determined, based on Tribal preferences, that the project will not require Tribal Consultation. - smcgove2 - 02/27/2024 16:37:28 GMT
Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)	Completed	Review concluded	
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Special Conditions required on implementation of Projects:

Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

Source of condition: Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)

Monitoring Required: No

FEDERAL EMERGENCY MANAGEMENT AGENCY
RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4586-0106-TX (1)
Title: City of Freeport Recreation Center Generator

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

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

Record of Technical Consideration and Benefit Cost Summary

Project Summary

Program:	HMGP
Project Number:	4586-0106-TX
Sub-Recipient:	City of Freeport
County or Parish:	Brazoria County
Project Title:	City of Freeport Recreation Center Generator
Project Type:	Generator
Phase:	Non-Phased
Total Project Cost	\$200,000 (provided by Applicant)

BCA Summary

Analyst:	FEMA
Benefit Coast Analysis:	Streamline Process for Sub-\$1 million Project Post
Benefit Cost Ratio:	1.0
Hazard Type Analysis:	Infrastructure Failure
Property Structure Type:	Critical Facility Building
Mitigation Action:	Generator
Type of Service:	Other
Number of Generators:	1: 150 kW



FEMA

Objective

The main objective is to review the Phase 1 information submitted by the recipient to determine if the project is cost effective and technically feasible. Information provided should demonstrate the project is feasible, self-sustained and represents a long-term mitigation solution to the existing problem; along with demonstrating its cost effectiveness and benefits in terms of investment return.

In order to demonstrate the project is cost effective and substantially reduces the risk of future hardship, loss or suffering from a major disaster, project data and information submitted should include enough information to demonstrate that it addresses a problem that has been repetitive, or poses a significant risk to public health and safety if left unsolved, will not cost more than the anticipated value of the reduction in both direct damages and subsequent negative impacts to the area if future disasters were to occur, has been determined to be the most practical, effective, and environmentally sound alternative after consideration of a range of options, contributes, to the extent practicable, to a long term solution to the problem it is addressing, and considers long term changes to the areas and entities it protects, and has management future maintenance and modification requirements.

Scope of Work

This project proposes the installation of backup power generator at the recreation center, which serves as a shelter during hazardous events and also serves as a warming/cooling station. The project will be constructed in Zone X as seen on FEMA FIRM listed below.

Generator	Latitude	Longitude	Flood Information Used
Recreation Center 150 kW	28.5744	-95.2215	FEMA FIRM 48039C0805K, effective 12/30/2020

All activities shall be completed in strict compliance with Federal, State and Local Applicable Rules and regulations including but not limited to 44CFR 60.3.

Conditions

1. Subrecipient must coordinate with the local floodplain administrator to obtain required permits. The subrecipient must comply with any conditions of the permit(s) prior to initiating work. All permits and coordination pertaining to these activities must be retained by the subrecipient. Submit permits and documentation of coordination to FEMA at closeout.