**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

Tuesday, January 21, 2025, 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. Employee Recognitions – Employee of the Month, David Fernandez, Detective/PD, IT Manager, Freeport Police Department- Lance Petty, City Manager

## 3: Business

3A. Consideration and possible action approving City Council Meeting Minutes from January 6, 2025.(Clarisa Fernandez)

3B. Consideration and possible action requesting an extension of time for use of a mobile office at the 1000 Block of West Second and South Velasco.(Shelby Araujo)

3C. Consideration and possible action approving Resolution No. 2025-2903 appointing member to the Freeport Historical Commission & Main Street Advisory Board.(Wade Dillon)

3D. Consideration and possible action approving Resolution No. 2025-2904 appointing member to the Beautification/Parks and Recreation Committee.(Lance Petty)

3E. Consideration and possible action approving Resolution No. 2025-2905 for the appointment of the alternate position on the Board of Adjustment.(Lance Petty)

3F. Consideration and possible action to accept the FEMA HMGP Generator Grant for Riverplace.(Ashlee Hurst)

3G. Consideration and possible action to accept the FEMA HMGP Generator Grant for City Hall.(Ashlee Hurst)

3H. Consideration and possible action ratifying the revised contract between the City of Freeport and Freese & Nichols for GLO project No. 24-065-007-E164.(Ashlee Hurst)

3I. Discuss and Take Possible Action Regarding 2024-2025 Budget (Councilman Pena / Councilman Davis)

3J. Discuss and Take Possible Action on Agenda Rules and Guidelines (Councilman Pena / Councilman Davis)

**4: Executive Session**

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The City Council may take action on any Executive Session item posted. 551.071. Texas Government Code. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legal posted agenda item, when the City Council seeks advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

4A. Executive Session regarding a.) (Consultation with Attorney) 1. Surfside Water Contract pursuant to Section 551.071.

**5: Reconvene into Open Session:**

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5A. Take any action resulting from Executive Session.

**6: Adjournment**

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6A. 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

State of Texas

County of Brazoria

City of Freeport
BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, January 6, 2025 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:

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| City Council: | Mayor Jerry Cain<br>Councilman Jeff Pena<br>Councilman Jarvis Davis<br>Councilman George Matamoros<br>Councilman Winston Rossow |
| Staff: | Lance Petty, City Manager<br>Scott Bounds, Interim City Attorney<br>Clarisa Fernandez, City Secretary<br>Ashlee Hurst, Interim Finance Director<br>Toby Cohen, IT Manager<br>Donna Fisher, Human Resource Director<br>Crystal Ruiz, Executive Administrative Assistant<br>Rudy Ragle, Public Works Director<br>Jennifer Howell, Police Chief<br>Juanita Cardozo, Police Department<br>Chris Motley, Fire Chief |
| Visitors: | David McGinty<br>Sam Reyna<br>Kenneth Hayes<br>Con McCleester<br>Diane McCleester<br>Shonda Marshall<br>Carol Parker<br>Mark Parker<br>Manning Rollerson<br>Pamela Dancy<br>Margaret Mcmahan |

**Call to Order:**

Call to Order - Jerry Cain, Mayor

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

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.

Margaret McMahan resides at 1330 West Eight Street. She said Freeport has made many strides in improving its infrastructure, sidewalks and streets. She said these improvements support the image we are trying to build that Freeport is a great place for living and opening businesses and an even greater boost to our image would be for the Police and Code departments to be allocated enough staff to be proactive versus reactive. She said though being good, courteous citizens and neighbors cannot be legislated behaviors can be heavily fined if they violate our laws and codes. Ms. McMahan said one example is the four way stop at Eight and Pecan have made this an even more dangerous intersection. She said she is retired and lives on this intersection and now watch people run four stop signs instead of the two on Pecan including City and Police vehicles. She said justification was shared with her that this intersection has had multiple accidents and near accidents over the years. She said this is true, and every single one of them was caused by the drivers on Pecan Street ignoring the Pecan Street stop signs. She said regardless of the speed of traffic on Eight Street it was the responsibility of those with a stop sign to assess that traffic and completely stop. She said speeding is an enforcement issue that should be monitored by officers patrolling Eight Street, pulling over speeding drivers and writing heavily fined tickets. She said the after school pick up line for Freeport Elementary is horrific beginning at the school circle drive and going down Pecan Street to Fourth Street. She said now this intersection is a three-way line to pick up children instead of one line going down Pecan Street. She said the honking, cursing, cutting off each other in line and even blocking traffic by pulling out in the middle of Eighth Street, cutting in line happens every school day. She said on Facebook this past week, she read threats from one parent to another regarding cutting in line. Ms. McMahan said prior to the four way stop traffic not going to the school could flow on Eight Street and people living on Pecan can go to and from their homes and for those living in this area there is no way to travel down Pecan Street or Eight Street without getting in the school line or driving on the wrong side of the street and making it very unsafe. She said in the evenings this is a popular intersection for racing, cars stop at the intersection taking turns peeling out. She said she invites the Council to come by and see the rubber on the street. She said drivers also stay parked for 20 to 30 seconds with windows down and playing very loud music. She asked could there be a variance considered to install speed bumps on Eight Street and Pecan stop signs so traffic could flow in speed be controlled? She asked if the City had a noise ordinance? She said we need police officers patrolling. She said she walks her dog twice daily in this area and she sees the same dogs running loose, the same dogs tethered to trees in their front yard with no water, the same shrubs overgrown the sidewalks violating ADA laws and the garbage, food, containers, diapers, plastics, bags, toys, the consequences which Animal Control and Code Enforcement issue are ineffective. She said for New Years from her home she watched a firework display lasting over an hour near Freeport Elementary and it was a spectacular continuous display. She said the next day there were firework casings throughout her yard. She asked if these are illegal because they are safety issues? She said we need Code Enforcement officers patrolling. Ms. McMahan said for the 2025-2026 budget to please consider staffing both of these departments so they can be proactive. She asked how can we expect others to choose Freeport for their home or business, when such blatant disregard of our codes and laws appear that we are not even proud to live here?

Sam Reyna resides at 2002 North Ave G. He said the primary job of a Code Enforcement Officer is to enforce local ordinances and regulations related to property maintenance. He said we need to enforce the citizens to comply with the ordinances and regulations, and that is to maintain their yards, but for that to happen, the City needs to comply with the same regulations. He said you lead by example and that is cleaning up your own house. He said there is heavy trash, bulky waste, green waste, tree limbs in all the neighborhoods and asked why? He said because Ameriwaste is not complying with their agreement. He said on page six section four of the contract agreement states the contractor shall pick up heavy trash bulky waste monthly based on four zones each Wednesday. He said heavy trash and bulky waste was scheduled for pickup in his ward on December 18th. He said that is every third Wednesday in Ward C. He said the photos

he gave to the Council were taken the 21st so the waste was not picked up. He said the photos he gave to the Council are only just from Ward C and not all of Ward C he said he left some out like Slaughter Road out because he would run out of ink. Mr. Reyna said overgrown grass in the alleys and ditches, and they have not been mowed in a long time. He said the Code Enforcement department has the audacity to start knocking on citizens doors, property owners to mow the grass and maintain their yards. He said the one cubic yard 50-pound capacity among the tree limbs will be strictly enforced again and that is his prediction. He said of course that will make it easier for Ameriwaste to pick up. He said it did not work in the past and it is not going to work now. He said last year he showed the Council some photos of the cubic yard limbs bundle up and tied with strings. He said the citizens were complying with those regulations, but the photo that he showed last year it showed the grass growing over those bundles and have been there for a while. He said Ameriwaste was not picking them up, so it did not work then, and it is not going to work now. He said when he was taking these photos, he talked to a lot of the property owners, and he asked them what they thought about Ameriwaste and they all gave the same answer that they wanted another garbage collector. He said the seven-year contract with Ameriwaste was a conspiracy in his opinion. He said it is a cash cow for certain individuals, and they are going to make sure the contract is not terminated. He said he has set the wheels in motion, that probably by this time next year or sooner AmeriWaste Solutions will be a thing of the past. Mr. Reyna said the odds are in his favor and he is positive it will happen, but the question is when? He said the sooner the better. He said the best course of action for AmeriWaste Solutions is to give a thirty-day notice of contract termination and get out of Freeport.

David Mcginty said he wanted to speak on Agenda item 4D and the TIRZ board. He said he was curious if there was some kind of procedure for the board to actually put forward its choice to head the board as opposed to just being appointed out of the blue. He said this is the first he has heard of it. He said they have not had a meeting to discuss this, so he was just curious how this is going to work this time around. He said when the board was formed Ms. Shonda was appointed to the board by a vote of everybody that was on the board and Mr. Kelty was present and Mayor Cain. Mr. McGinty said he is just curious if some stranger is going to be appointed to the board or will the board get a say in it.

Manning Rollerson said Happy New Year and it was good to see the Council all still here in the land of living because we could be walking by, but we are still here to say good morning and good afternoon. He said he stands in solidarity today about Ms. Shonda that they have very less representation of them in this community. He said they barely have representation on anything in this community and Ms. Shonda had been doing a great job. He said she has been the moralist on that board period. She has been the moralist, and she stopped a lot of arguing and fussing between the Council and the EDC right there in the public. He said she gave everybody the opportunity to have a chance to make it better and gives all of us the benefit of the doubt and losing her would be a real serious neglect of the City when you have a citizen that wants to give so much because not every citizen is willing to give to the City and the Council should know that because they are not out there. He said there is barely people in there and thinks that would be bad but at the end of the day just coming back from Berlin, Germany he learned one thing about the buildout that we have in this community when we talk about putting different plants and passing abatements for these plants we are only hurting ourselves because this community is overpopulated already with petrochemical and toxic materials in this community. He said no accountability out of anybody. He said LNG blew up in 2022 and asked if the Council got any information? He said LNG is still leaking since 2022. He said emissions leaks in the community at the middle of the night and none of us are being told, He said he tells the Council about it, but they do not even know about it. Mr. Rollerson said how are the people in Europe were saying how is it possible that Europe banned fracking in their country all over there yet Southeast Texas wants to frack and give us those diseases and commit the human rights crimes and abuse crimes because that is why they do not do it over there. He said at the end of the day, with our population not growing, no housing, our streets are bad, our water bad is bad and not have good representation based on what he is getting out of the Councilman on social media about the law firm and government is kind of concerning that the new administration going to come in and remove restrictions and asked how is that going to be for every citizen

in this community when it comes to our health and safety knowing that we have a governmental structure that is sitting up here that will go pay to play and it does not happen like that because the lives of our children in this community depends on the sound judgments that the Council makes and what he sees so far, and that is coming out from the Councilman that this City needs to be cleaned up. He said we need to get rid of the law firm 100%. He said we had this issue with this law firm since 2012, 2013, and before with Walker Royalty and at the end of the day, if our law firm cannot make a contract solid that is firm that sticks to where we will not lose anything then it is time to cut ties with that law firm because we are losing too much as a City, and we do not see no gains. He said $1 billion into LNG and this City looks like it is polished. He asked what does that say about representation all this time for the citizens of Freeport? He said it is time for all of this nonsense to stop in 2025 and it is time to move the City forward because at the end of the day it is about his grandchildren and it is not about the Council's personal beliefs or their feelings but it is about their future.

**Consent Agenda:**

Action regarding Minutes, December 16, 2024 - Clarisa Fernandez, City Secretary

Action approving the date change for the 2nd meeting in February from Monday, February 17, 2025 to Tuesday, February 18, 2025 for the President's Day Holiday- Clarisa Fernandez, City Secretary

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

**Proclamations - Presentations and Updates**

Upcoming Events - MLK Parade January 20, 2025

City Manager Lance Petty gave an update on upcoming events.

**Business**

Consideration and possible action to approve Ordinance No. 2025-2737 updating Article X Automobile Wreckers.

Police Chief Jennifer Howell said she was bringing again everything regarding the wrecker ordinance. She said she emailed out some information to try to answer some of the questions that had come up at the last meeting and just wanted to see if there were any additional follow up questions.

A motion was made by Councilman Pena to approve Ordinance No. 2025-2737 updating Article X Automobile Wreckers, seconded by Councilman Davis with discussion that followed.

Councilman Matamoros thanked Police Chief Jennifer Howell for emailing him her responses to the questions that he had. Councilman Matamoros said in the email Police Chief Howell sent she stated that two of the companies have damage and they are going to repair it quickly but one question that he has is the fencing that is surrounding Campbell's towing he believes it states in the ordinance that each vehicle storage facility within the City must be surrounded by solid fence of wood, iron, concrete, masonry, chain-link fencing with slats to enhance the security and the visual effects of such facility and she stated last meeting that her officer verified that it met those ordinances but yet it does not and it is not in good repair before the Hurricane and asked what guarantee she is going to give him? Police Chief Howell said she is having him do inspections every January and that is one of the reasons why they were wanting to get the ordinance updated for these new inspections to, but he did communicate with her that after the Hurricane there was a lot of damage, and they did provide where they had reached out to the companies in which the PD still has

damage fence at the PD and cannot even get that fixed yet. She said she knows some of the trials and tribulations they have been going through, so they were trying to work with them on that. She said as far as before the Hurricane she cannot say before the Hurricane because she does not know if that was part of inspections that he did in the past, but she just knows as part of this year the things that she wanted to change was that she wanted these inspections done and she wanted the wrecker companies held to a higher standard. Police Chief Howell said she can say what they are going to be doing but cannot say what has been done in the past. She said that is why they met with all the wrecker companies to try to get them on the same page in 2024 to let them know that the ordinance would be updated, and they would be doing inspections and were going to be having random inspections and so that way they kind of had a little bit of a heads up over kind of the new standard. Councilman Matamoros said he is concerned about that one just because it is within walking distance to a school and the fencing has a wide enough opening for a young kid to be able to get in there and get into whatever damaged vehicle that may be there. Police Chief Howell said or even trapped in a vehicle that would be even worse. Councilman Matamoros said that is why he is concerned. Police Chief Howell asked Councilman Matamoros if he had said it was the Meyers one? Councilman Matamoros said it was Campbells. Police Chief Howell said she was going to make that notation. Councilman Matamoros said if this is going to be a part of the guidelines and checking for this ordinance going forward, he will be okay with that and just wants to make sure they protect those residents from issues like this. Councilman Matamoros said the email Police Chief Howell sent gave enough information to answer the other questions that he had. Police Chief Howell said if there is something that does get noticed by all means please definitely communicate that to her to get it addressed.

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. 2025-2901 deeming property surplus.

Police Chief Jennifer Howell said the Police Department has some old tasers that have been out of service end of life for a number of years, and they have been downstairs in the storage area. She said when she found out about them she had known of some companies that you could send them to once they were deemed surplus and they would give you a credit towards them because they refurbish them and then sell them generally to like oftentimes for private security companies or even sometimes to other law enforcement agencies but then it would give the department a credit towards different things of purchasing, refurbish, purchasing holsters, purchasing training cartridges at a cheaper rate, and so being able to have that credit it allows the department to buy some of those things for training purposes without having to actually spend on the budget and would just use the credit. She said this is why she is bringing this to the Council and the first item is deeming those as surplus and then the item to follow up after would be agreeing to go into that purchase contract with them to sell those items to them.

A motion was made by Councilman Davis to approve Resolution No. 2025-2901 deeming property surplus, seconded by Councilman Rossow with discussion that followed.

Mayor Cain asked if these were tasers that have been sitting down in the storage somewhere and so they are not something that is being used on a regular? Police Chief Howell said no, these have not been used in a number of years and they are like the original model and have just been collecting dust and when she found out about them she said that is money in the bank and they were cleaned up and reached out to some of the different companies and so they reached out with the taser company and they have some different companies that other law enforcement agencies have worked through before and so they got some of the different ones as far as that they were recommended and then got down to this company they were kind of given the most bang for the buck. Mayor Cain said he appreciated Police Chief Howell getting a couple of thousand dollars instead of throwing them away or giving them away.

Councilman Matamoros asked if these tasers were purchased? Police Chief Jennifer Howell said they were purchased through a grant, and they had it expired that time on that grant, so they are able to be released.

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 the trade in of surplus items.

Police Chief Jennifer Howell said like she kind of explained deeming those a surplus and would want to be able to trade those in with this company to be able to have kind of an in store credit and so that way the department can purchase either some training items, additional holsters, or whatever equipment potentially like around $2,000 worth that would then not cost the City money and it would be a credit for the department.

A motion was made by Councilman Matamoros to approve the trade in of surplus items, seconded by Councilman Davis with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

Consideration and possible action approving annual appointment of TIRZ Chairman.

Shonda Marshall said the reason she wanted to speak is because she is not really sure the direction that the Council is wanting to take with this position, but she would like to request to remain the Chairperson for the TIRZ board. She said she has been serving in this capacity for about three years and one of the things that she had done is she worked very closely with Mr. Kelty when he was the City Manager to make sure that the TIRZ board packet was completed under the direction of Mr. Travis James the consultant and also worked along with Mr. David McGinty who has helped out so much and got that packet completed and presented to the Council which was approved and then after that they are ready to spend the money to assist with projects in the Downtown area to some it might seem like they are not doing anything because they have not had a real good TIRZ meeting in a while. She said it is not because of a lack of try she has been requesting meetings with the City Manager every month to talk about an agenda so that they can start discussing these items. She said at one point in time she thought they were ready to go they were going to do sidewalks and lights. Ms. Marshall said they scheduled a tour along with the EDC Executive Director because it was going to be a partnership type of thing but then after UTSA came into the picture and everything took a back seat. She said she has not been able to get a meeting off the ground. She said she had recently made a request that they could have one on this upcoming Tuesday. She said she hopes the Council sees her efforts and she is really trying. She said she has a passion for this City and she definitely wants to see the City of Freeport move forward and if the TIRZ has the money to be able to help with Downtown revitalization and she is trying really hard to get that off the ground it might be little projects and it might be projects as big as infrastructure but they are ready to do something. She said she really hopes the Council will consider allowing her to stay in this position. She said also like Mr. McGinty stated earlier when she became the TIRZ chairperson the process was that the board selected her and then it was presented to the City Council. She said nobody had said anything to her about considering or they have to do that this way. She said it seems like the process has changed and was not aware of that had she not checked the agenda on Friday for City Council she would not even know that her position was up for reappointment.

City Manager Lance Petty said this is an annual appointment. He said in order to implement the purposes for which the TIRZ 1 was formed that is set in Ordinance No. 2019-2590 approved on December 2nd, 2019, creating the TIRZ 1, City Council shall annually appoint a member of the TIRZ board to act as Chairman, whose term shall begin on January 1st. He said the board is compromised and members of the EDC board and a representative from each participating jurisdiction. He said the board members are Shonda Marshall, Ronnie Martin, Josh Mitchell, David McGinty, Mark Parker, Ken Tyner, Sandra Loeza, David Thacker representing Brazoria County, and Anne Bartlett representing Brazosport College. Mr. Petty said it is up to the Council how they want to make this appointment if they prefer the board to make this they can, the ordinance does not state that in it and so if the Council elects to go in that direction of course they will bring back an amended ordinance to clarify all that in a new ordinance.

Interim City Attorney Scott Bounds said that in the Texas Tax Code State Law provides that the governing

body of the municipality that created the zone shall appoint one member of the board to serve as chairman for a term of one year that begins January 1st of each year and so it is actually a state law requirement. He said the board can elect its other positions as vice chairman and they can recommend the appointment of chairman but ultimately the appointment of the chairman is by State Law a function of City Council. Mayor Cain asked if Mr. Bounds had said it was an appointment for one year? Mr. Bounds said yes, and it is in Texas Tax Code Section 211.009. Mayor Cain said with the information that was just given by legal it is a one-year appointment.

A motion was made by Councilman Matamoros to appoint Mr. Mark Parker as Chairman for a one-year term, seconded by Mayor Cain with discussion that followed.

Councilman Davis asked if another motion could be made, or they have to vote on it and whichever way it goes another motion can be made? Mayor Cain said as of this point there is a motion on the floor, and it is time for discussion. Mayor Cain said if it does not pass another motion can be made if someone wants to elect someone else.

Councilman Pena said the appointment is for one year and asked if there are any provisions that disallow the reappointment as Ms. Marshall has been reappointed for the last couple of years and if the City was out of compliance in having her reappointed or was she in compliance being reappointed? Interim City Attorney Scott Bounds said there is no limitation on reappointment and could serve as chairman for a while. Councilman Pena asked if the code allows for her to be reappointed? Mr. Bounds said yes.

Mayor Cain called the motion to a vote with all present and voting "Aye" 3-2. The Council approved the motion. Councilman Pena and Councilman Davis voted "Nay".

Consideration and possible action approving a representative of the City Council to serve on the HGAC 2025 General Assembly.

City Manager Lance Petty said staff recommended appointment of an elected representative of the City Council to serve as the City's Representative and Alternate. He said as a member of the HGAC the City may select one elected official from its Council to serve on the HGAC General Assembly, and one elected official to serve as an Alternate. He said the HGAC General Assembly meets twice per year. He said once for an organization meeting at which representatives are elected to serve on the HGAC Board of Directors including two members from Small Home Rule cities like Freeport under 25,000 population and one annual meeting held in the first quarter of each year. Mr. Petty said HGAC is a regional coalition of cities, Counties, and ISDs that serves the interests of the areas Government agencies, and it focuses on Transportation Planning, Development, Public Procurement, and much more. He said previously Councilman Rossow was appointed as the City's representative and Mayor Cain was appointed as the Alternate.

A motion was made by Councilman Matamoros to reappoint Councilman Rossow as the City's representative to the HGAC, seconded by Councilman Pena with discussion that followed.

Councilman Pena asked if Councilman Rossow wanted to continue? Mayor Cain said he is nodding yes. Councilman Rossow said yes.

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

A motion was made by Councilman Matamoros to appoint Mayor Cain as the alternate, seconded by Councilman Rossow with all present and voting "Aye" 4-1. The Council approved the motion. Councilman Pena voted "Nay".

Consideration and possible action approving Resolution No. 2025-2902 amending the City of Freeport Policy Handbook Chapter 5 – Standards of Conduct revising Section 5.19 – Use of City Owned Vehicles.

Human Resource Director Donna Fisher said previously the policy that is in place allows for an exception to the 30-mile radius for take home vehicles for Police Department vehicles. She said after checking with other cities and seeing what they are doing none of the other cities that responded to her inquires have an exception for Police Department vehicles. She said they have a limitation of anywhere from 15 to 30 miles for take home vehicles. She said if an employee lives outside of that radius, then they are not eligible for a take home vehicle. She said this will bring this policy in line with the other cities.

A motion was made by Councilman Matamoros to approve Resolution No. 2025-2902 amending the City of Freeport Policy Handbook Chapter 5- Standards of Conduct revising Section 5.19- Use of City Owned Vehicles, seconded by Councilman Rossow with discussion that followed.

Councilman Matamoros asked if amending this would it take effect immediately? Councilman Matamoros asked if no person would be grandfathered in this or anything? Human Resource Director Donna Fisher said no the exception was just removed.

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

**Executive Session**

Executive Session regarding a.) Consultation with Attorney, Section 551.071 of the Government Code.

The Regular Session closed at 6:43P.M. and the Council entered into the Executive Session.

**Reconvene into Open Session:**

Take any action resulting from Executive Session.

Executive Session ended at 8:35P.M. and the Council entered back into Regular Session.

There was no action from Executive Session.

**Adjournment**

Adjournment – Jerry Cain, Mayor

A motion was made by Mayor Cain to adjourn the meeting, seconded by Councilman Matamoros with all present and voting "Aye" 5-0. Mayor Cain adjourned the meeting at 8:35P.M.

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Jerry Cain, Mayor Clarisa Fernandez, City Secretary

979.233.3526 Fax 979.233.8867 1201 North Avenue H. Freeport, TX 77541

# City Council Agenda Item #[3.B]

**Title:** Consideration and possible action requesting an extension of time for use of a mobile office at the 1000 Block of West Second and South Velasco.

**Date:** January 21, 2025

**From:** Shelby Araujo, Building Director

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**Staff Recommendation:** Staff recommendation is to approve the extension from original 90 Day request to 1 Year to allow the abatement of the

**Item Summary:** Council granted approval for 90 days for placement of temporary office building

**Background Information:** Owner is requesting an extension from original 90 day timeline to 1 year for placement of temporary building until piers and pilings have been abated from waterway. Owner has been working with GLO regarding extension for remediation work and have been giving monthly reports of progress.

**Special Considerations:**

**Financial Impact:** none

**Board or 3rd Party Recommendation:** none

**Supporting Documentation:**
None

979.233.3526 Fax 979.233.8867 1201 North Avenue H. Freeport, TX 77541

# City Council Agenda Item #[3.C]

**Title:** Consideration and possible action approving Resolution No. 2025-2903 appointing member to the Freeport Historical Commission & Main Street Advisory Board.

**Date:** January 21, 2025

**From:** Wade Dillon, Museum and Main Street Director

---

**Staff Recommendation:** The Freeport Historical Commission & Main Street Advisory Board recommends City Council appointing Mr. James Wood to the board.

**Item Summary:** After Clarissa Solis resigned due to time constraints from the Main Street Board, the Freeport Historical Commission & Main Street Advisory Board is seeking a Freeport resident to fill her vacant seat for the duration of her term.

**Background Information:**

**Special Considerations:**

**Financial Impact:**

**Board or 3rd Party Recommendation:** The Freeport Historical Commission & Main Street Advisory Board approved and selected James Wood's application at their January 9th meeting.

**Supporting Documentation:**

1. Resolution- Main Street Board 2025

**RESOLUTION NO. 2025-2903**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING A QUALIFIED PERSON TO THE HISTORICAL COMMISSION & MAIN STREET BOARD OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.**

* * * * *

**WHEREAS**, the term of office of the Clarissa Solis board member of the Historical Commission & Main Street Board of the City of Freeport, Texas ("the City") has not expired, but said board members have resigned before completion of the appointed term;

**WHEREAS**, the term of appointment of the above director terminates on May 31, 2026;

**WHEREAS**, the City Council of the City desires to appoint the below named qualified person as member of said board.

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

**SECTION ONE (1): APPOINTMENT**

The City Council of the City hereby nominates, constitutes and appoints the following named qualified person to the Historical Commission & Main Street Board of the City for the remaining portion of a term of two (2) years which expires on May 31, 2026 and until a successor for such person shall have been appointed and qualified, to-wit.

1)_____

**SECTION TWO (2): DUTIES**

The above-named appointees shall perform all of the duties imposed on members of the Historical Commission & Main Street Board and Recreation Committee of the City by law.

**SECTION THREE (3): OATH OF OFFICE**

Before engaging in the performance of the duties of office, appointee shall take the Oath of Office as required by law.

**READ, PASSED AND ADOPTED this ____ day of _____, 2025.**

_____
Jerry Cain, Mayor
City of Freeport, Texas

ATTEST:_____
Clarisa Fernandez, City Secretary
City of Freeport, Texas

979.233.3526 Fax 979.233.8867 1201 North Avenue H. Freeport, TX 77541

# City Council Agenda Item #[3.D]

**Title:** Consideration and possible action approving Resolution No. 2025-2904 appointing member to the Beautification/Parks and Recreation Committee.

**Date:** January 21, 2025

**From:** Lance Petty, City Manager

**Staff Recommendation:** Staff recommends selection of individual and approval of the proposed Resolution to appoint a qualified person to the Beautification/Parks and Recreation Committee.

**Item Summary:** The Beautification/Parks and Recreation Committee has a vacancy due to the resignation of Randy Johnson with his term due to expire May 31, 2025. This appointment will fill out the remainder of the term. At the time this memo was prepared the City received applications from: Julio Chavez.

**Background Information:** The City has created, for the purpose of assisting the City Council, the City Manager, and the Parks and Recreation Department in establishing City-Wide policies to enhance the scenic beauty of the City, a beautification, parks and recreation committee to be known as the beautification, parks and recreation committee. This committee shall consist of seven members who shall be residents of the City and who shall serve without compensation.

**Special Considerations:** N/A

**Financial Impact:** N/A

**Board or 3rd Party Recommendation:** N/A

**Supporting Documentation:**

1. Resolution- Parks and Rec Board 2025

**RESOLUTION NO. 2025-2904**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING A QUALIFIED PERSON TO THE BEAUTIFICATION/PARKS AND RECREATION COMMITTEE OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.**

* * * * *

**WHEREAS**, the term of office of the Randy Johnson board member of the Beautification/Parks and Recreation Committee of the City of Freeport, Texas ("the City") has not expired, but said board members have resigned before completion of the appointed term;

**WHEREAS**, the term of appointment of the above director terminates on May 31, 2025;

**WHEREAS**, the City Council of the City desires to appoint the below named qualified person as member of said board.

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

**SECTION ONE (1): APPOINTMENT**

The City Council of the City hereby nominates, constitutes and appoints the following named qualified person(s) to the Beautification/Parks and Recreation Committee of the City for the remaining portion of a term of two (2) years which expires on May 31, 2025 and until a successor for such person shall have been appointed and qualified, to-wit.

1)_____

**SECTION TWO (2): DUTIES**

The above-named appointees shall perform all of the duties imposed on members of the Beautification/Parks and Recreation Committee of the City by law.

**SECTION THREE (3): OATH OF OFFICE**

Before engaging in the performance of the duties of office, appointee shall take the Oath of Office as required by law.

**READ, PASSED AND ADOPTED this ____ day of _____, 2025.**

_____
Jerry Cain, Mayor
City of Freeport, Texas

ATTEST:_____
Clarisa Fernandez, City Secretary
City of Freeport, Texas

979.233.3526 Fax 979.233.8867 1201 North Avenue H. Freeport, TX 77541

# City Council Agenda Item #[3.E]

**Title:** Consideration and possible action approving Resolution No. 2025-2905 for the appointment of the alternate position on the Board of Adjustment.

**Date:** January 21, 2025

**From:** Lance Petty, City Manager

**Staff Recommendation:** Staff recommends selection of individual and approval of the proposed Resolution to appoint a qualified person to the Board of Adjustment.

**Item Summary:** The Board of Adjustment has an alternate position available. The alternate position for Shonda Marshall expires May 31, 2025. At the time this memo was prepared the City received applications from: Bobby Wall.

**Background Information:** The city board of adjustments shall have jurisdiction to hear all matters and make all findings regarding this article. The board is empowered for purposes of this article to enforce city regulations:
(1) For the preservation of public safety, relating to the materials used to construct a building or improvement, including the foundation, structural elements, electrical wiring or apparatus, plumbing and fixtures, entrances or exits;
(2) Relating to the fire safety of a building or improvement, including provisions relating to materials, types of construction or design, warning devices, sprinklers or other fire suppression devices, availability of water supply for extinguishing fire, or location, design, or width of entrances or exits;
(3) Relating to dangerously damaged or deteriorated buildings or improvements; or
(4) Relating to conditions caused by accumulations of refuse, vegetation, junk vehicles and or other matter that creates breeding and living space for insects and rodents.

**Special Considerations:** N/A

**Financial Impact:** N/A

**Board or 3rd Party Recommendation:** N/A

**Supporting Documentation:**
1. Resolution- Board Of Adjustment 2025

**RESOLUTION NO. 2025-2905**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING A QUALIFIED PERSON TO THE BOARD OF ADJUSTMENT OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.**

* * * * *

**WHEREAS**, the term of office of the Shonda Marshall alternate board member of the Board of Adjustment of the City of Freeport, Texas ("the City") has not expired, but said board member has been removed before completion of the appointed term;

**WHEREAS**, the term of appointment of the above director terminates on May 31, 2025;

**WHEREAS**, the City Council of the City desires to appoint the below named qualified person as member of said board.

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

**SECTION ONE (1): APPOINTMENT**

The City Council of the City hereby nominates, constitutes and appoints the following named qualified person to the Board of Adjustments of the City for the remaining portion of a term of two (2) years which expires on May 31, 2025 and until a successor for such person shall have been appointed and qualified, to-wit.

1)_____ (Alternate)

**SECTION TWO (2): DUTIES**

The above-named appointees shall perform all of the duties imposed on members of the Board of Adjustment of the City by law.

**SECTION THREE (3): OATH OF OFFICE**

Before engaging in the performance of the duties of office, appointee shall take the Oath of Office as required by law.

**READ, PASSED AND ADOPTED this ____ day of _____, 2025.**

_____
Jerry Cain, Mayor
City of Freeport, Texas

ATTEST:_____
Clarisa Fernandez, City Secretary
City of Freeport, Texas

979.233.3526 Fax 979.233.8867 1201 North Avenue H. Freeport, TX 77541

# City Council Agenda Item #[3.F]

**Title:** Consideration and possible action to accept the FEMA HMGP Generator Grant for Riverplace.

**Date:** January 21, 2025

**From:** Ashlee Hurst, Finance Director

---

**Staff Recommendation:** Staff recommends acceptance of the grant.

**Item Summary:** On January 6, 2025, the City was notified by email that it had been awarded the grant for the amount of $143,000.00. The project should be completed on or before August 18, 2025.

**Background Information:** 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 Riverplace. The scope of the project includes a natural gas generator to be installed with an automatic transfer switch on a concrete pad.

**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 $128,700.00 and the local share amount is $14,300.00. This local share amount was not included in the Adopted 2024-2025 budget, but can be funded from the fund balance of Fund 21 - Facilities & Grounds.

**Board or 3rd Party Recommendation:** N/A

**Supporting Documentation:**

1. Application-City-of-Freeport-Riverplace-Generator-4586-0107-City-of-Freeport-Riverplace-Generator-Award-Package-2687355-37455
2. DR-4586-107 Project Cost Line Report

TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

January 6, 2025

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: 0107
Project Title: City of Freeport Riverplace Generator
Period of Performance (POP): November 22, 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 | 11/22/2024 | $143,000.00 | 90% | $128,700.00 | 10% | $14,300.00 |

*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

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.

| MANAGEMENT COSTS OBLIGATIONS | | | | | | |
|---|---|---|---|---|---|---|
| Version/ Amendment | Date | Total Management Costs | Federal Share % | Federal Share Amount | Local Share % | Local Share Amount |
| 0 | 11/22/2024 | $0.00 | 100% | $0.00 | 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 sub-recipient's staff and contractors involved in work related to this project.

City of Freeport proposes to install a 350 Kw diesel generator, automatic transfer switch, concrete pad, fuel tank, enclosure, electrical modifications, security fencing, plumbing, piping, and wiring at the City's RiverPlace facility located at 733 North Front Street, Freeport, TX, 77541 (28.962403, -95.370767). The generator will provide backup power in the event of an outage and allow the city to provide a shelter facility and heating/cooling station in the event of an emergency.

Generator that has been approved as a component in this project's SOW is listed below.

| Generator Site Name | Generator Street Address | Generator Size | Portable/ Permanent | Latitude | Longitude |
|---|---|---|---|---|---|
| RiverPlace Generator | 733 N Front St, Freeport, TX, 77541 | 350 kW | Permanent | 28.962403 | -95.370767 |

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 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 to 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 and 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.

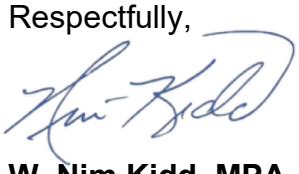
_____ _____

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 Recommendation Report

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

U.S. Department of Homeland Security
FEMA Region 6
800 N. Loop 288
Denton, TX 76209

FEMA

November 22, 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, Deputy State Hazard Mitigation Officer

RE: DR-4586-0107-TX
City of Freeport – City of Freeport Riverplace 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 Riverplace Generator project. The total project cost is $143,000.00. The Federal share in the amount of $128,700.00, is available through the Hazard Mitigation Grant Program (HMGP) under FEMA-4586-DR-TX. The non-federal match requirement of $14,300.00 will be provided by the 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:

City of Freeport proposes to install a 350 Kw diesel generator, automatic transfer switch, concrete pad, fuel tank, enclosure, electrical modifications, security fencing, plumbing, piping, and wiring at the City's RiverPlace facility located at 733 North Front Street, Freeport, TX, 77541 (28.962403, -95.370767). The generator will provide backup power in the event of an outage and allow the city to provide a shelter facility and heating/cooling station in the event of an emergency.

Generator that has been approved as a component in this project’s SOW is listed below.

| Generator Site Name | Generator Street Address | Generator Size | Portable/ Permanent | Latitude | Longitude |
|---|---|---|---|---|---|
| RiverPlace Generator | 733 N Front St, Freeport, TX, 77541 | 350kw | Permanent | 28.962403 | -95.370767 |

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:

- 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.
- Any change to the approved SOW 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.

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.
- 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. 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 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 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 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 Jacob Reeves, Grants Management Specialist, Hazard Mitigation Assistance (HMA), at (202)-676-7801 or Jacob.Reeves@fema.dhs.gov.

Sincerely,

Marty Chester

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**

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# 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.

I

# 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

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## 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 201816 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 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 bysubrecipient 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 15$^{th}$ 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 (42U.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 statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(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 underthe 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.

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 of 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.

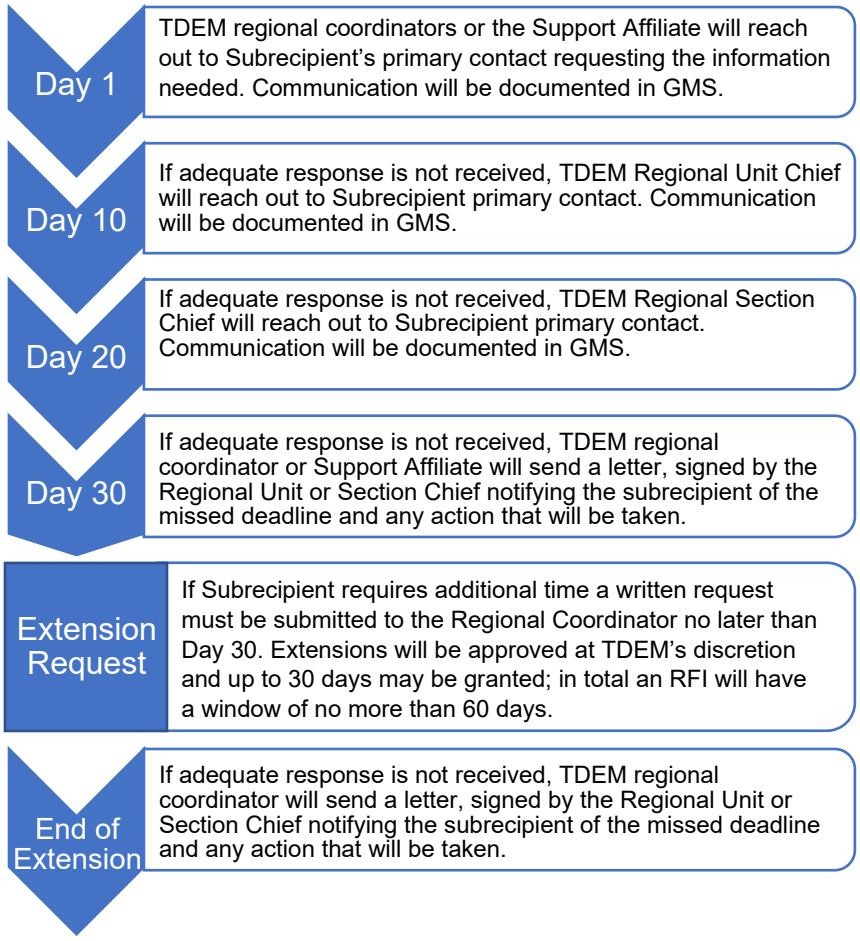
      OR

      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.

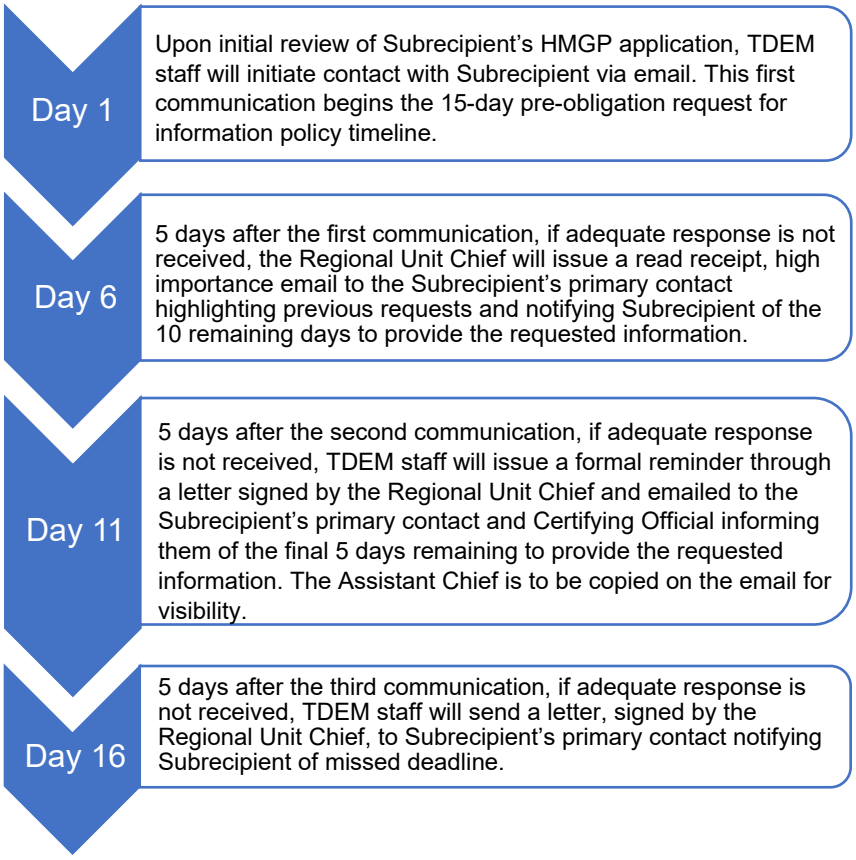
This policy will be applied to Public Assistance and Hazard Mitigation projects for management and closeout activities after obligation. This policy will address non-responsive and inadequate responses to requests for information. Although the timeline outlines milestones to be completed, nothing limits 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, statue, 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 90$^{th}$ 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.

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**Related Statutes, Policies, or Requirements**

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- 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.

| | |
|---|---|
| _____<br>Signature | Agreement Authority |
| _____<br>Signature | Agreement (Section I – XXIX) |
| _____<br>Signature | Exhibit A: Assurance – Non-Construction Programs |
| _____<br>Signature | Exhibit B: Assurance – Construction Programs |
| _____<br>Signature | Exhibit C: Certifications for Grant Agreements |
| _____<br>Signature | Exhibit D: State of Texas Assurances |
| _____<br>Signature | Exhibit E: Environmental Review Certification |

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

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-4586-0107-TX (1)

**Title:** City of Freeport River Place 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** City of Freeport proposes to install a backup generator, automatic transfer switch, concrete pad, fuel tank, enclosure, electrical modifications, security fencing, plumbing, piping and wiring at the City's RiverPlace facility located at 733 N Front St, Freeport, TX, 77541 (28.962403, -95.370767). The generator will provide back up power in the event of an outage and allow the city to provide a shelter facility and heating/cooling station in the event of an emergency.

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.
- odawodu - 01/02/2024 20:02:19 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-4586-0107-TX (1)

**Title:** City of Freeport River Place 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 not located in a coastal zone area and does not affect a coastal zone area - 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. - odawodu - 01/02/2024 20:07:16 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 12/20/2023, for the site indicates that the area is not located within, nor does it affect a designated wetland. - odawodu - 01/02/2024 20:07:39 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. - odawodu - 01/02/2024 20:08:01 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 | |
| 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 | |

## RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

**Project** HMGP-4586-0107-TX (1)

**Title:** City of Freeport River Place Generator

| Environmental Law/ Executive Order | Status | Description | Comment |
|---|---|---|---|
| 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; Sections A(3.)(b.) and 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. - rmoyer1 - 12/21/2023 15:34:38 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

**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.

# FEDERAL EMERGENCY MANAGEMENT AGENCY

## RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

**Project** HMGP-4586-0107-TX (1)

**Title:** City of Freeport River Place Generator

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: | 4586-0107 |
| Sub-Recipient: | City of Freeport |
| County or Parish: | Brazoria County, Texas |
| Project Title: | City of Freeport RiverPlace Generator |
| Project Type: | Generator |
| Phase: | Un-Phased |
| Project Budget: | $143,000 |
| Issue Date: | 08/28/2024 |

## BCA Summary

| | |
|---|---|
| Analyst: | FEMA |
| Benefit Cost Analysis: | Streamline Process for Sub-$1 million Project Cost |
| Benefit Cost Ratio: | 1.00 |
| Hazard Type Analysis: | Infrastructure Failure |
| Property Structure Type: | Critical Facility Building/other |
| Mitigation Action: | Generator |
| Type of Service: | Other |
| Number of Generators: | 1 (350KW according to NEMIS) |

## 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

FEMA

conditions that will be required for closeout. Project data and information submitted should have enough 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 (1) 350 KW Diesel generator. The generator will mitigate City's RiverPlace facility located at 733 N Front St, Freeport, TX, 77541 from power loss due to natural hazards. Generator(s) will be installed with automatic transfer switch and diesel fuel tank 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 Size/Location

| Name | Size | Latitude | Longitude | Flood Zone | Source of Flood Data |
|---|---|---|---|---|---|
| River Place Facility | 350 KW | 28.962403 | -95.370767 | Outside 0.2% | 48039C0805K, effective on 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.

**Project Cost Line Item Report**

Disaster Number: 4586 State: TX FEMA Proj Nr: 107 - R Application ID: 46 Project Amendment Nr: 0

*Do not Include Administrative Cost. These are calculated when funds are obligated for approved projects.*

| ---------- Item Name ---------- | Unit Qty | Unit of Measure | Unit Cost | Cost Estimate |
|---|---|---|---|---|
| Engineering | 20 | HR | $150.00 | $3,000.00 |
| Construction Concrete Pad | 1 | CY | $2,500.00 | $2,500.00 |
| Construction Concrete Pad Labor | 7 | HR | $250.00 | $1,750.00 |
| Construction 350 KW Generator | 1 | EA | $125,000.00 | $125,000.00 |
| Construction Wiring | 300 | LF | $10.00 | $3,000.00 |
| Construction Conduit | 100 | LF | $17.00 | $1,700.00 |
| Construction Electric Labor | 15 | HR | $225.00 | $3,375.00 |
| Construction Fencing Labor | 10 | HR | $150.00 | $1,500.00 |
| Construction Fencing Material (120 LF x 9.79 | 1 | EA | $1,175.00 | $1,175.00 |
| | | | Total Project Cost Estimate | **$143,000.00** |

979.233.3526 Fax 979.233.8867 1201 North Avenue H. Freeport, TX 77541

# City Council Agenda Item #[3.G]

**Title:** Consideration and possible action to accept the FEMA HMGP Generator Grant for City Hall.

**Date:** January 21, 2025

**From:** Ashlee Hurst, Finance Director

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**Staff Recommendation:** Staff recommends acceptance of the grant.

**Item Summary:** On January 10, 2025, the City was notified by email that it had been awarded the grant for the amount of $425,000.00. The project should be completed on or before August 18, 2025.

**Background Information:** The City applied for this generator grant project in November 2021, to provide reimbursement for the purchase and installation of one permanent natural gas 350 kW generator at City Hall. The scope of the project includes a natural gas generator to be installed with an automatic transfer switch on a concrete pad.

**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 $382,500.00 and the local share amount is $42,500.00. This local share amount was not included in the Adopted 2024-2025 budget, but can be funded from the fund balance of Fund 21 - Facilities & Grounds.

**Board or 3rd Party Recommendation:** N/A

**Supporting Documentation:**

1. 4586-0114---City-of-Freeport-City-Hall-Generator---Award-Package-2687372-89818
2. Project Cost Line Item Report

TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

January 6, 2025

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: 0114
Project Title: City of Freeport City Hall Generator
Period of Performance (POP): November 22, 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 | 11/22/2024 | $425,000.00 | 90% | $382,500.00 | 10% | $42,500.00 |

*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

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.

| MANAGEMENT COSTS OBLIGATIONS | | | | | | |
|---|---|---|---|---|---|---|
| Version/ Amendment | Date | Total Management Costs | Federal Share % | Federal Share Amount | Local Share % | Local Share Amount |
| 0 | 11/22/2024 | $0.00 | 100% | $0.00 | 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 sub-recipient's staff and contractors involved in work related to this project.

The City of Freeport proposes to install a critical facility generator with automatic transfer switch at the City Hall building. Other proposed work includes the installation of gas piping and electrical modifications. The generator will be mounted outdoors with weatherproof enclosure on a 4" structural slab. Security fencing with a lockable gate will be installed around the generator with bollards on 4' centers in traffic areas. In the case of an emergency, the proposed generator will provide backup power to the City of Freeport City Hall facility. It is critical for the City Hall to remain operational to provide essential community functions to the citizens of the City of Freeport. The proposed generator will be installed at the City of Freeport City Hall, located at 200 W 2nd Street, Freeport, Texas 77451 (28.9515, -95.3479).

Generator that has been approved as a component in this project's SOW is listed below.

| Generator Site Name | Generator Street Address | Generator Size | Portable/ Permanent | Latitude | Longitude |
|---|---|---|---|---|---|
| City Hall Generator | 200 W 2nd Street, Freeport, Texas 77451 | 350 kW | Permanent | 28.9515 | -95.3479 |

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 M13). 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 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 to 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.

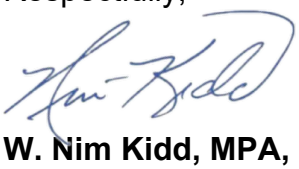
This signed and dated award letter and attached grant terms and conditions must be returned to TDEM before payment on the sub-award can be processed. Your signature is required on this award letter and on the last page of the attached grant terms and conditions. You must also initial each exhibit on 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 Recommendation Report

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

U.S. Department of Homeland Security
FEMA Region 6
800 N. Loop 288
Denton, TX 76209

FEMA

November 22, 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, Deputy State Hazard Mitigation Officer

RE: DR-4586-0114-TX
City of Freeport – City of Freeport City Hall 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 City Hall Generator project. The total project cost is $425,000.00. The Federal share in the amount of $382,500.00, is available through the Hazard Mitigation Grant Program (HMGP) under FEMA-4586-DR-TX. The non-federal match requirement of $42,500.00 will be provided by the 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 install a critical facility generator with automatic transfer switch at the City Hall building. Other proposed work includes the installation of gas piping and electrical modifications. The generator will be mounted outdoors with weatherproof enclosure on a 4" structural slab. Security fencing with a lockable gate will be installed around the generator with bollards on 4' centers in traffic areas. In the case of an emergency, the proposed generator will provide backup power to the City of Freeport City Hall facility. It is critical for the City Hall to remain operational to provide essential community functions to the citizens of the City of Freeport. The proposed generator will be installed at the City of Freeport City Hall, located at 200 W 2nd Street, Freeport, Texas 77451 (28.9515, -95.3479).

Generator that has been approved as a component in this project's SOW is listed below.

| Generator Site Name | Generator Street Address | Generator Size | Portable/ Permanent | Latitude | Longitude |
|---|---|---|---|---|---|
| City Hall Generator | 200 W 2nd Street, Freeport, Texas 77451 | 350 Kw | Permanent | 28.9515 | -95.3479 |

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 M13 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:

- 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.
- Any change to the approved SOW 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.

Technical Conditions:

- The project and all its attendant utilities are supporting a critical action. The generator and all components must be elevated, or otherwise protected, to the 0.2% annual chance (500-year) base flood elevation (BFE) or the 100-year BFE plus the freeboard required per American Society of Civil Engineers-24, whichever is higher. The applicant must submit documentation of compliance to FEMA upon closeout.
- Sub applicant must acquire all applicable federal, state, tribal and/or local permits.

- FEMA approved Benefit-Cost Analysis (BCA) (file titled "4586-0114-FreeportGenerator-FEMArevisedBCA-06-05-2024") is attached to this recommendation. This BCA file must be used for any future SOW and/or budget modifications.

The following programmatic conditions must be met within 90 days of this award letter or federal funding may be de-obligated:

- Provide an itemized budget breaking down cost that matches NEMIS and SF-424 and 424C.

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 or 2023 Hazard Mitigation Assistance Program and Policy Guidance 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 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 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, BCA Reanalysis, and Technical Recommendation Report are included for your records.

If you have any questions regarding the information, please contact Jacob Reeves, Grants Management Specialist, Hazard Mitigation Assistance (HMA), at (202) 676-7801 or Jacob.Reeves@fema.dhs.gov.

Sincerely,

Marty Chester

Marty Chester
Acting HMA Disaster Branch Chief

Enclosures: Obligation Report
REC
BCA Reanalysis
Technical Recommendation Report

Texas Division of Emergency Management

# Subrecipient Agreement for TDEM-Administered Grant Awards

**Date Revised: February 22, 2024**

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# 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.

I

# 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

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## 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 201816 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 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 bysubrecipient 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 15$^{th}$ 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 (42U.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 statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(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 underthe 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.

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 of 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.

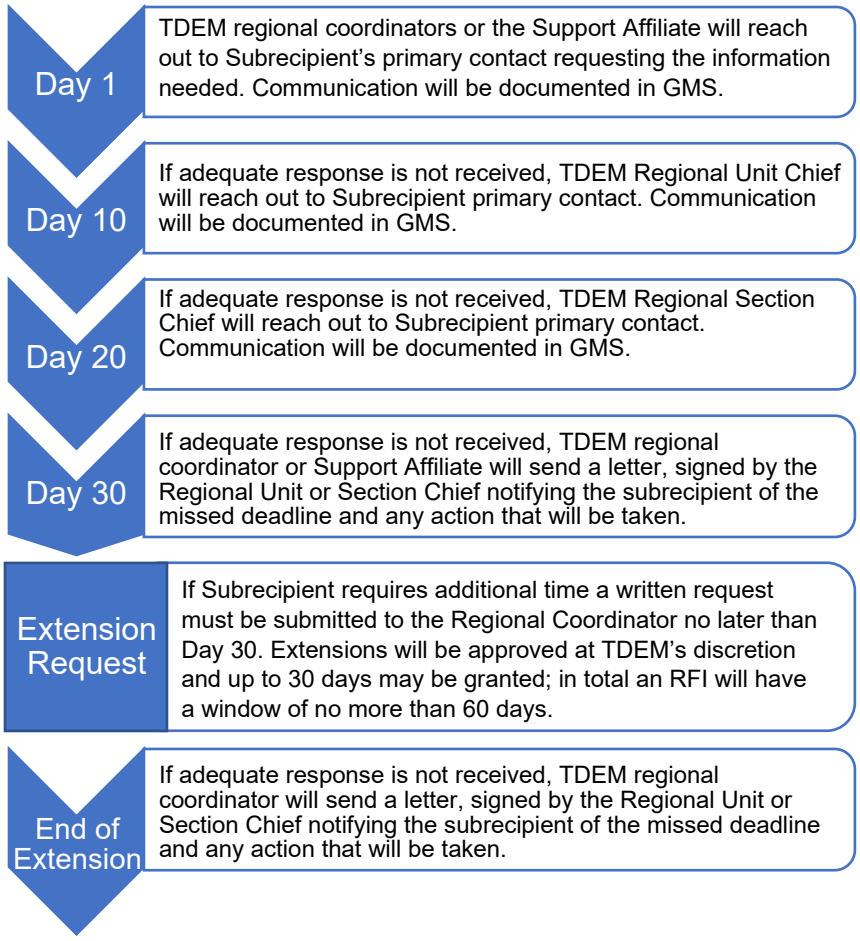
      OR

      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.

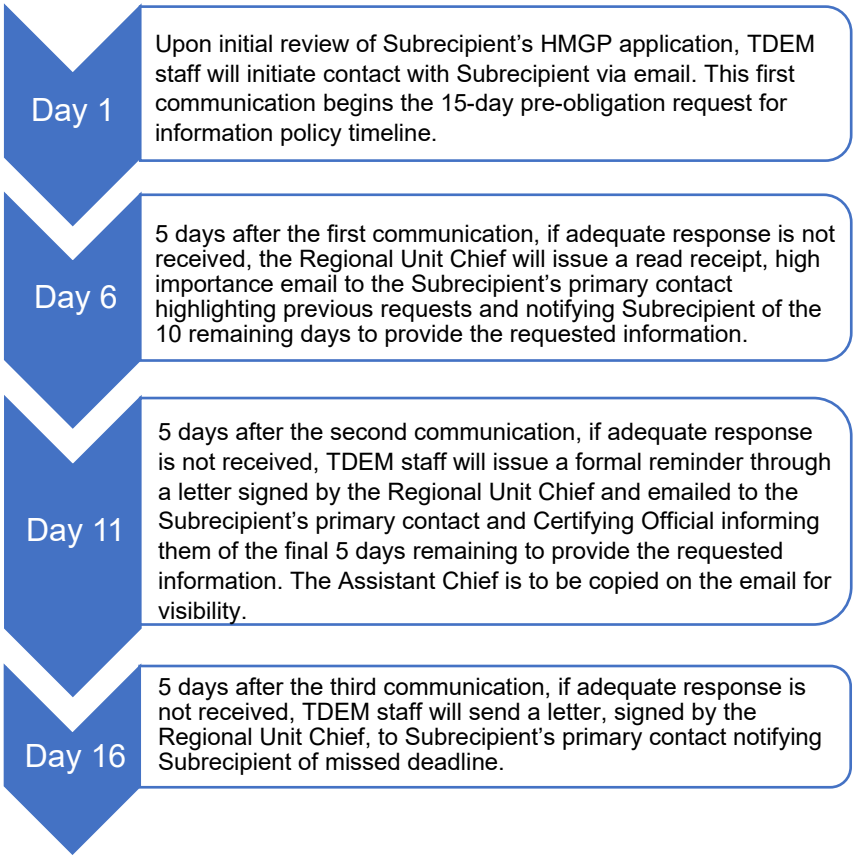
This policy will be applied to Public Assistance and Hazard Mitigation projects for management and closeout activities after obligation. This policy will address non-responsive and inadequate responses to requests for information. Although the timeline outlines milestones to be completed, nothing limits 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, statue, 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 90$^{th}$ 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.

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**Related Statutes, Policies, or Requirements**

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- 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.

| | |
|---|---|
| _____<br>Signature | Agreement Authority |
| _____<br>Signature | Agreement (Section I – XXIX) |
| _____<br>Signature | Exhibit A: Assurance – Non-Construction Programs |
| _____<br>Signature | Exhibit B: Assurance – Construction Programs |
| _____<br>Signature | Exhibit C: Certifications for Grant Agreements |
| _____<br>Signature | Exhibit D: State of Texas Assurances |
| _____<br>Signature | Exhibit E: Environmental Review Certification |

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

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-4586-0114-TX (1)

**Title:** City of Freeport City Hall 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 install a critical facility generator with automatic transfer switch at the City Hall building. Other proposed work includes the installation of gas piping and electrical modifications. The generator will be mounted outdoors with weatherproof enclosure on a 4" structural slab. Security fencing with a lockable gate will be installed around the generator with bollards on 4' centers in traffic areas.

In the case of an emergency, the proposed generator will provide backup power to the City of Freeport City Hall facility. It is critical for the City Hall to remain operational to provide essential community functions to the citizens of the City of Freeport.

The proposed generator will be installed at the City of Freeport City Hall, located at 200 W 2nd Street, Freeport, Texas 77451 (28.9515, -95.3479).

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 108-11 and DHS Instruction 023-01-001-01; CATEX M13. 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.
- odawodu - 04/18/2023 15:18:19 GMT

## CATEX CATEGORIES

| Catex Category Code | Description | Selected |
|---|---|---|
| *m13 | (*m13) Construction or installation of structures, facilities, or equipment 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 | |

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**Project** HMGP-4586-0114-TX (1)

**Title:** City of Freeport City Hall Generator

| Environmental Law/ Executive Order | Status | Description | Comment |
|---|---|---|---|
| Coastal Barrier Resources Act (CBRA) | Completed | Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded | |
| 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. - odawodu - 04/18/2023 15:20:46 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. - odawodu - 04/18/2023 15:22:30 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 4/13/2023, for the site indicates that the areas are not located within, nor do they affect a designated wetland. - odawodu - 04/18/2023 15:22:56 GMT |
| Executive Order 12898 - Environmental Justice for Low Income and Minority Populations | Completed | Low income or minority population in or near project area | |
| | 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-4586-0114-TX (1)

**Title:** City of Freeport City Hall 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.A.(3.)(b) and II.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. - rmoyer1 - 04/17/2023 17:54:13 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-4586-0114-TX (1)

**Title:** City of Freeport City Hall 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

| | |
|---|---|
| FEMA Program: | HMGP |
| Project Number: | 4586-0114 |
| Subapplicant: | City of Freeport |
| County or Parish: | Brazoria County |
| Project Title: | City of Freeport City Hall Generator |
| Project Type: | Generator |
| Phase: | Un-Phased |
| Project Budget: | $320,000 |

## Subapplicant BCA Summary

| | |
|---|---|
| Projected Benefit: | $503,085 |
| Projected Cost: | $332,068 |
| Benefit Cost Ratio: | 1.52 |
| Benefit Coast Analysis Tool Used: | Benefit-Cost Calculator V.6.0. 20240510.2248 |
| Damage and Frequency Relationship: | Professional Expected Damages |
| Hazard Type Analysis: | Infrastructure Failure |
| Property Structure Type: | Critical Facility Building |
| Mitigation Action: | Generator |
| Type of Service: | Other |
| Number of Generators: | 1 |
| BCA Reanalysis: | Yes |
| FEMA: | Recommended |
| Subapplicant BCA File Name: | Freeport Updated BCA |

FEMA

# FEMA Reanalysis BCA SUMMARY

| | |
|---|---|
| Projected Benefits: | $345,845 |
| Projected Cost: | $332,068 |
| Benefit Cost Ratio: | 1.04 |
| Benefit Coast Analysis Tool Used: | Benefit-Cost Calculator V.6.0. 20240510.2248 |
| Damage and Frequency Relationship: | Professional Expected Damages |
| Hazard Type Analysis: | Infrastructure Failure |
| Property Structure Type | Critical Facility Building |
| Mitigation Action: | Generator |
| Type of Service: | Other |
| Number of Generators: | 1 |
| FEMA: | Recommended |
| Reanalysis Summary: | Updated discount rate to 3.1%. Added in maintenance costs of $850/yr. |
| FEMA BCA File Name: | 4586-0114-FreeportGenerator-FEMArevisedBCA-06-05-2024 |

# Objective

FEMA funds projects that reduce the risk to people and property from natural hazards. FEMA reviews all subapplications for eligibility and compliance with program requirements. This includes a program, technical, and Environmental and Historic Preservation (EHP) review. The technical review determines if the proposed project is technically feasible and cost-effective. This review may also identify pre- or post-award conditions. The conditions listed below must be met by project closeout. This record is not a project approval.

# Scope of Work

The City of Freeport proposes the procurement and installation of one permanent 350-kW natural gas generator. The generator will mitigate City Hall from power loss due to natural hazards. Generator will be installed with automatic transfer switch and connected to natural gas utilities on a concrete pad. The generator will be in weather-proof housing units at the required elevation for the site. See Table 1 for location coordinates. The proposed location is outside of the floodplain.

The subrecipient provided documentation from Jason Feit, P.E. (Texas License #94626) stating that the 350-kW generator capacity is sufficient to maintain the essential functions of the City Hall.

The scope of work includes developing final designs. Site preparation and construction of a concrete pad. The procurement of a generator, 1200 Amp automatic transfer switch, and connecting the natural gas utilities. Installation of the generator with its components, including transfer switch. Electrical wiring and integration of the generator with the facility's electrical system. Generator testing will be completed after installation.

Minimum elevation of the generator and all electrical components will be 500-yr flood event or the 100-year plus freeboard required by ASCE-24, whichever is higher. The generator will be anchored per ASCE 24 requirements. All project components must 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 | FIRM |
|---|---|---|---|---|
| Freeport City Hall | 28.9515 | -95.3479 | Outside | 48039C0805K, effective on 12/30/2020 |

# Benefit Cost Analysis

A Benefit Cost Analysis (BCA) was completed, the following information was applied:

| Data | Data Used in BCA | Source |
|---|---|---|
| Project Useful Life: | 19 | Default value for BCA Toolkit |
| Cost: | $320,000 | Project budget for subapplication. |
| Maintenance Cost: | $850 | Estimated by FEMA. |
| Annual Operating Budget | $18,817,565 | General fund taken from FY2023 – FY2024 budget taken from City of Freeport website. |
| Damages Before Mitigation: | Default | Default values from BCA Toolkit |
| Damages After Mitigation: | Default | Default values from BCA Toolkit |

# Conditions

1. The project and all its attendant utilities are supporting a critical action. The generator and all components must be elevated, or otherwise protected, to the 0.2% annual chance (500-year) base flood elevation (BFE) or the 100-year

BFE plus the freeboard required per ASCE-24, whichever is higher. The applicant must submit documentation of compliance to FEMA upon closeout.

a) Determination of the BFE may be provided by the local floodplain administrator. This may include an issued permit or elevation certificate. An email or letter from the administrator is also acceptable. Other documentation may include a statement or study by a licensed engineer. A reference to a FEMA Flood Insurance Study or other flood product is also acceptable.
b) If multiple sources of flood hazard data are available for a project site, use the best available information. The best available information is the source which provides the highest BFE or BFE plus freeboard.
c) In rare situations, elevating or protecting to the BFE or BFE plus freeboard is not practicable. This may be due to engineering feasibility or cost. In those situations, the subrecipient must provide documentation to FEMA with a justification. The subrecipient must provide proof that non-compliance was due to unfeasibility or cost.

2. Subapplicant must acquire all applicable federal, state, tribal and/or local permits.
3. FEMA approved BCA (file titled “4586-0114-FreeportGenerator-FEMArevisedBCA-06-05-2024”) is attached to this recommendation. This BCA file must be used for any future scope of work and/or budget modifications.

**Project Cost Line Item Report**

Disaster Number: 4586 State: TX FEMA Proj Nr: 114 - R Application ID: 209 Project Amendment Nr: 0

*Do not Include Administrative Cost. These are calculated when funds are obligated for approved projects.*

| ---------- Item Name ---------- | Unit Qty | Unit of Measure | Unit Cost | Cost Estimate |
|---|---|---|---|---|
| Engineering | 1 | EA | $55,000.00 | $55,000.00 |
| Construction - electrical, gas & pad constructi | 1 | EA | $200,000.00 | $200,000.00 |
| Site work | 1 | EA | $10,000.00 | $10,000.00 |
| Demolition at site to prepare for new pad | 1 | EA | $5,000.00 | $5,000.00 |
| Generator | 1 | EA | $155,000.00 | $155,000.00 |
| | | | Total Project Cost Estimate | **$425,000.00** |

979.233.3526 Fax 979.233.8867 1201 North Avenue H. Freeport, TX 77541

# City Council Agenda Item #[3.H]

**Title:** Consideration and possible action ratifying the revised contract between the City of Freeport and Freese & Nichols for GLO project No. 24-065-007-E164.

**Date:** January 21, 2025

**From:** Ashlee Hurst, Finance Director

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**Staff Recommendation:** Staff recommends ratifying the revised Freese & Nichols engineering services contract for the GLO project No. 24-065-007-E164

**Item Summary:** Freese & Nichols submitted a revised contract to City staff on January 10,2025. Specific language was added in paragraph 3 on page 1 to clarify that this entire contract replaces the executed contract from November 16, 2022.

**Background Information:** Freese & Nichols was awarded the Engineering Contract on November 16, 2022 for the GLO grant project no. 24-065-007-E164 for the Avenue F Water Pump Station Renovations. It was necessary for Freese & Nichols to revise the original contract to change the Engineering price to align with the project budget for the grant. The original contract was submitted with a Engineering fee of $225,495, which was incorrect. The revised contract submitted for your approval has the correct Engineering fee of $226,794, which is the correct amount the grant allows.

**Special Considerations:** N/A

**Financial Impact:** There is no required match for this project.

**Board or 3rd Party Recommendation:** N/A

**Supporting Documentation:**

1. GLO MIT-MOD New Engineering Contract Revision - City of Freeport Avenue F PS - 01-10-2025

**ENGINEERING SERVICES**

**CITY OF FREEPORT**

**GLO CDBG MIT-MOD**

**CONTRACT NO. 24-065-007-E164**

## *PART I - AGREEMENT*

THIS AGREEMENT, effective on the date of selection by the Council/Court, made on the 21st DAY OF JANUARY, 2025 by and between the CITY OF FREEPORT, hereinafter called the "Client" and FREESE & NICHOLS, INC. hereinafter called "Firm," procured in conformance with Texas Government Code 2254 and 2 C.F.R. Part 200.

Firm agrees to render Client engineering/architecture/surveyor services for Client's U.S. Department of Housing and Urban Development Community Development Block Grant – Mitigation("CDBG-MIT") funds, administered by the Texas General Land Office ("GLO") for damage sustained from Hurricane Harvey as provided in the provisions titled, "Part IV, Scope of Work" and attached hereto and incorporated by reference herein (the "Services").

This agreement supersedes and replaces in its entirety, the previous CDBG-MIT Grant Engineering Services Contract between the Client and the Firm titled "Engineering Contract" and executed as of November 16th 2022.

The parties mutually agree as follows:

1. Scope of Services - The Firm will perform the services set out in Part IV, Scope of Work.
2. Time of Performance - Services shall commence no earlier than upon execution of this agreement. In any event, Firm shall use commercially reasonable efforts to perform all services required and performed hereunder within either 730 calendar days or the project's administrative closure date, as defined by GLO, whichever is later.
3. Local Program Liaison - For purposes of this Agreement, the Mayor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder is a fixed fee of $226,794.00. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part II - Payment Schedule of this Agreement.
5. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

6. Miscellaneous Provisions
    a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.
    b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
    c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
    d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
    e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.
7. Extent of Agreement - This Agreement, which **includes Parts I-V and Attachments A-E,** represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: _____
(Mayor, Signature)

_____
(Printed Name)

_____
(Title)

BY: _____
(Firm/Contractor's Authorized Representative)

Jared Barber
(Printed Name)

Principal
(Title)

City shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Infrastructure

| Milestone | % of Contract Fee |
|---|---|
| • Engineering Notice to Proceed | 30% |
| • 100% Design Approved | 30% |
| • Bid Advertise | 10% |
| • Construction Notice to Proceed | 15% |
| • As-Builts/ CoCC/FWCR | 15% |
| **Total** | 100% |

1. Termination of Agreement for Cause.

   If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

   Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Firm, and the City may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the City.

   City may at any time and for any reason terminate Firm's services and work at City's convenience upon providing written notice to the Firm specifying the extent of termination and the effective date. Upon receipt of such notice, Firm shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

   Upon such termination, Firm shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement plus (2) such other costs actually incurred by Firm as are permitted by the prime contract and approved by City. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Firm prior to the date of the termination of this Agreement. Firm shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

3. Changes

   The City map, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this agreement.

4. Resolution of Program Non-Compliance and Disallowed Costs.

   In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-MIT program requirements, the parties hereto shall use their best efforts to settle

the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability.

The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Firm from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

7. Reports and Information.

The Firm, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits.

The Firm shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this

Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential.

   All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

10. Copyright.

    No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

11. Compliance with Local Laws.

    The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of Interest.

    a. Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of CDBG-MIT award between GLO and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

    b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG-MIT award between GLO and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

    c. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the CDBG-MIT award between GLO and the City or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG-MIT award between GLO and the City or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

**Federal Compliance**.

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over $10,000).

During the performance of this contract, the Firm agrees as follows:

a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, “Equal Employment Opportunity,” and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.

15. Civil Rights Act of 1964.

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

16. Section 109 of the Housing and Community Development Act of 1974.

The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. Section 504 of the Rehabilitation Act of 1973, as amended.

The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

18. Age Discrimination Act of 1975.

The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to $100,000)

The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

21. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

b. Affirmative steps must include:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

22. Patent Rights and Inventions.

The Firm shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

Rights to Inventions Made Under a Contract or Agreement - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (f), Rights to Inventions).

23. Energy Efficiency.

The Firm shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). (2 CFR 200 Appendix II (h)).

24. Access to Records.

The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office, and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the CDBG-MIT award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's CDBG-MIT contract with GLO.

25. Retention of Records.

The Firm shall retain all required records for three years after the City makes its final payment and all pending matters are closed.

26. Verification No Boycott Israel.

As required by Chapter 2271, Government Code, the Firm hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

27. Foreign Terrorist Organizations.

Pursuant to Chapter 2252, Texas Government Code, the Firm represents and certifies that, at the time of execution of this Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

28. GLO Local Infrastructure Program Engineering Fee Cap.

Reimbursement of engineering fees paid under this [Engineering Contract], including any subcontracts, are subject to the GLO's cap of fifteen percent (15%) of the final total construction activity costs. Engineering includes design, bidding and construction phase services and associated work including special services (surveying, materials, testing, onsite inspections, environmental support, etc.) Any decrease in the total construction budget, including those resulting from lower-than-anticipated bid pricing, change orders or reduced project scope, will automatically adjust the reimbursement of the fee to the client to not more than fifteen percent (15%) of the new total construction activity budget. Adjustment to the engineer's total fee is at the discretion of the engineer and client as negotiated.

# TEXAS GENERAL LAND OFFICE
# ENGINEERING
# SCOPE OF WORK

SCOPE OF SERVICES REQUESTED.....
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS .....
ENGINEERING SERVICES.....

**SCOPE OF SERVICES REQUESTED**

Providers will help the GLO fulfill State and statutory responsibilities related to mitigation and/or recovery for presidentially declared disasters in Texas. Providers will assist the GLO and grant recipients in the completion of CDBG qualified housing or non-housing projects. Respondents may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO. Providers will be bound to specific terms and conditions found in the sample general terms and conditions.

**DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS**

Respondents will be required to show the ability to provide all the Engineering services described below. Respondent shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.

The City of Freeport (CLIENT) has decided to pursue CDBG-MIT grant funding for the rehabilitation of the City's Freeport Main Wastewater Treatment Plant. The CLIENT has hired a Grant Administrator to prepare grant application(s) and selected Freese and Nichols, Inc. (FNI) to provide engineer services for the CDBG-MIT projects. This scope of work is for the preliminary design, final design, bid, and construction phase services associated with the rehabilitation of the existing Avenue F Pump Station. The project includes replacing the existing pump station, with an increased capacity 3000 gpm pump station, rehabilitation and repurposing of the existing pump station building for use as an electrical room, and rehabilitation of the existing ground storage tank. Professional design services include civil, mechanical, sitework, yard piping, structural, electrical and instrumentation design to develop contract documents for bid. Special services will include topographic and boundary survey as required to design the new package plant. FNI will design a new pump station and tank rehab to be provided and installed by the successful bidder with all equipment, piping and appurtenances complete in place for a fully operational facility.

**General Requirements**

a) Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO regarding project design services.
b) Provide monthly project status updates.
c) Funding release will be based on deliverables identified in the contract.
d) Project Management
    a. Conduct kickoff meeting to review scope, schedule, and budget; determine any special conditions that may affect design and/or construction; discuss administrative requirements of Owner; and to develop design criteria.
    b. Manage efforts of internal design team and sub-consultants on the Project and perform Quality Control review of all deliverables.
    c. Prepare a Microsoft Project schedule and provide monthly updates including necessary revisions to bring the Project back on schedule if needed. The project schedule will not be resource loaded.
e) Deliverables include the following:
    a. Agendas and minutes for meetings
    b. Monthly reporting

**Engineering and Final Design Support**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

Engineering and Final Design will include the following scope of services

a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:
    i. Cross sections/elevations
    ii. Project layout
    iii. General notes
    iv. Special notes
    v. Design details
    vi. Specifications
    vii. Utility relocation designs
    viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
    ix. Required permits
    x. Quantities
    xi. Estimate of construction costs to within +/- 20%
    xii. Schedules for design, permitting, acquisition and construction
b) Identify, acquire and submit all necessary permits and approvals required for design approval and construction, including those required by the TCEQ, and City of Freeport (Code Enforcement, Building Permits, and Fire Marshal).
c) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.
d) Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.
e) Deliverables:
    i. 60% Design Drawings (PDF)
    ii. 60% Design Specifications (PDF)
    iii. 60% Design Estimate of Construction Costs (PDF)
    iv. 90% Design Drawings (PDF)
    v. 90% Design Specifications (PDF)
    vi. 90% Design Estimate of Construction Costs (PDF)
    vii. 100% Design Drawings (PDF)
    viii. 100% Design Specifications (PDF)
    ix. 100% Design Estimate of Construction Costs (PDF)

**Bid and Award Support**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to bid and award support.

a) Submit appropriate items (plans, specifications, and bidding documents) and support subrecipient in the development of complete bid package.
b) Prepare and assist subrecipient in the advertisements for bid solicitation. The cost for news publications and publishing appropriate legal notice shall be paid by the City.
c) Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).
d) Attend and support subrecipient at pre-bid conference and bid opening.
e) Support subrecipient with ongoing communication during bid process.
f) Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.
g) Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance

with program and subrecipient requirements. Provide up to six (6) copies of the Construction Contract Documents which include information for the selected bidders' bid documents, legal documents, and addenda bound in the documents for execution by the Owner and Construction Contractor

h) Support subrecipient in the conducting of a preconstruction conference.

**Contract Management and Construction Oversight**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

a) Ensure delivery of subrecipient project in accordance with contract.
b) Review up to 50 service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.
c) Provide periodic and final inspections and tests reports, as required for the project.
d) Review up to 4 Construction Change Orders and provide recommendation to subrecipient as to appropriate action.
e) Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.
f) Review and respond to up to 15 requests for information/clarification.
g) Support subrecipient with issue identification and claims resolutions, up to 24 hours of effort.
h) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.
i) Develop a final "as built" drawings, and specifications.
j) Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
k) Deliver "as-built" drawings to the subrecipient within 60 days of project completion.
l) Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.
m) Perform other contract management and construction oversight duties as required to ensure success of the subrecipient project.
n) Engineer must provide written notification to the Grant Manager and the local government client of any proposed changes or revisions to the construction contractor plans or specifications so that their conformance with the environmental review record may be evaluated. No changes may be approved and no work may proceed until the changes have been considered, and, if required, a new environmental review or reevaluation has been completed. This includes minor and field change orders. Emergency changes may be approved on a case-by-case basis with the Engineer providing within two (2) business days written justification(s) for declaring and issuing an emergency change order to the Grant Manager and the local government client. It is paramount that any emergency change order issued by the engineer takes into consideration any change in beneficiaries or environmental review status as a substantial part of the justification(s).
o) Submit all final invoices within 60 days after contract or work order expiration.

**Specialized Services**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

Engineer shall provide all the Engineering services described below as they relate to specialized services.

a) Provide Detailed Topographic Survey of the Avenue F Pump Station as required for the project.

**Additional Services**

Any services performed by the Engineer that are not included in the Basic Services or Special Services described above are Additional Services. Additional Services to be performed by the Engineer, if authorized by Client, are described as follows:

a) Field layouts or the furnishing of construction line and grade surveys.

b) Making property, boundary and right of way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
c) Providing further services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by Client.
d) Providing renderings, model, and mock-ups requested by the Client.
e) Revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by Client or 2) due to other causes not solely within the control of FNI.
f) Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction, and providing services as may be required in connection with the replacement of such Work.
g) Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by Client.
h) Preparing Operation and Maintenance Manuals or conducting operator training.
i) Preparing data and reports for assistance to Client in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
j) Furnishing the services of a Resident Project Representative to act as Client's on site representative during the Construction Phase. The Resident Project Representative would act as directed by FNI in order to provide more extensive representation at the Project site during the Construction Phase.
k) If Client provides personnel to support the activities of the Resident Project Representative who is FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such personnel will be set forth in an Attachment attached to and made a part of this Agreement before the services of such personnel are begun. It is understood and agreed that such personnel will work under the direction of and be responsible to the Resident Project Representative. Client agrees that whenever FNI informs him in writing that any such personnel provided by the Client are, in his opinion, incompetent, unfaithful or disorderly, such personnel shall be replaced.
l) Furnishing Special Inspections required under chapter 17 of the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the individual work item, and they are in additional to General Representation and Resident Representation services noted elsewhere in the contract. These continuous inspection services can be provided by FNI as an Additional Service.
m) Assisting Client in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
n) Assisting Client in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
o) Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
p) Services required to resolve bid protests or to rebid the projects for any reason.
q) Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
r) Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
s) Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
t) Provide follow-up professional services during Contractor's warranty period.
u) Any work related to a replacement of the existing Generator.
v) Evaluation of options from an electrical design standpoint.
w) Design or inclusion of Variable Frequency Drives (VFD). The provided design will include soft starters for the pump starting method.
x) Additional of electrical design alternates.

y) Design or coordination related to relocation of natural gas lines.
z) Early procurement of electrical equipment.
aa) Design of a SCADA system. The pump station base design will include a SCADA ready system.

## ENGINEERING SERVICES
## PART V - PROJECT TIME SCHEDULE

Schedule is proposed as follows:

- Project Kickoff/NTP – 1 Day
- 60% Design Submittal – 130 Days after NTP
- 90% Design Submittal – 90 Days after receipt of comments on the 60% Design Submittal
- 100% Design Submittal – 60 Days after receipt of comments on the 90% Design Submittal
- Bid Advertisement – 44 Days after completion of bid documents
- Construction – 365 Days After Bid Advertisement
- As-Builts / Closeout – 30 Days after Construction

Total Duration is a minimum of 730 Days

If engineering services are delayed through no fault of the engineer, the engineer shall be entitled to adjust the contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to the engineer, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement.

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# GLO CONTRACT NO. 24-065-007-E164
# COMMUNITY DEVELOPMENT BLOCK GRANT
# MITIGATION PROGRAM – REGIONAL MITIGATION PROGRAM PROJECTS
# NON-RESEARCH & DEVELOPMENT
# MITIGATION FUNDING

The **GENERAL LAND OFFICE** (the "GLO"), a Texas state agency, and **CITY OF FREEPORT**, Texas Identification Number (TIN) **17460008893** ("Subrecipient"), each a "Party" and collectively the "Parties," enter into this Subrecipient agreement (the "Contract") under the U.S. Department of Housing and Urban Development's Community Development Block Grant Mitigation ("CDBG-MIT") program to provide financial assistance with funds appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, or 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.).

Through CDBG-MIT Federal Award Number B-18-DP-48-0002, awarded January 12, 2021, as may be amended from time to time, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, "Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii"), as approved by the Texas Land Commissioner and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

## ARTICLE I - GENERAL PROVISIONS

### 1.01 SCOPE OF PROJECT AND SUBAWARD

(a) **Scope of Project**

The purpose of this Contract is to set forth the terms and conditions of Subrecipient's participation in the CDBG-MIT program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, the Activities defined in **Attachment A** (the "Project"). Subrecipient shall conduct the Project in strict accordance with this Contract, including all Contract Documents listed in **Section 1.02**, below, and any Amendments, Revisions, or Technical Guidance Letters issued by the GLO.

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(b) **Subaward**

Subrecipient submitted a Grant Application under the Program. The GLO enters into this Contract based on Subrecipient's approved Grant Application.

Subject to the terms and conditions of this Contract and Subrecipient's approved Grant Application, the GLO shall issue a subaward to Subrecipient in an amount not to exceed **$1,838,000.00**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract and the Performance Statement, Budget, and Benchmarks in **Attachment A**.

The GLO is not liable to Subrecipient for any costs Subrecipient incurs before the effective date of this Contract or after the expiration or termination of this Contract. The GLO, in its sole discretion, may reimburse Subrecipient for allowable costs incurred before the effective date of this Contract, in accordance with federal law.

## 1.02 CONTRACT DOCUMENTS

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

**ATTACHMENT A:** Performance Statement, Budget, and Benchmarks

**ATTACHMENT B:** Federal Assurances and Certifications

**ATTACHMENT C:** General Affirmations

**ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations

**ATTACHMENT E:** Special Conditions

**ATTACHMENT F:** Monthly Activity Status Report

**ATTACHMENT G:** GLO Information Security Appendix

**ATTACHMENT H:** Contract Reporting Template

## 1.03 GUIDANCE DOCUMENTS

Subrecipient is deemed to have read and understood, and shall abide by, all Guidance Documents applicable to the CDBG-MIT program, including, without limitation, the following:

(a) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

(b) the relevant Federal Register publications;

(c) the Action Plan;

(d) the Method of Distribution (as applicable);

(e) Other guidance posted at: https://recovery.texas.gov/action-plans/mitigation/index.html; and

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(f) Other guidance posted at: https://www.hudexchange.info/.

All Guidance Documents identified herein are incorporated herein in their entirety for all purposes.

## 1.04 DEFINITIONS

"Acquisition" means the purchase by Subrecipient of residential real property in a floodplain or Disaster Risk Reduction Area for any public purpose, as further defined in 42 U.S.C. § 5305(a)(1). Subrecipient may acquire property through the property owner's voluntary relinquishment of the property upon Subrecipient's purchase of it or through Subrecipient's eminent domain authority.

"Act" means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301, et seq.).

"Action Plan" means the State of Texas CDBG Mitigation (CDBG-MIT) Action Plan, as amended, found at https://recovery.texas.gov/action-plans/mitigation/index.html.

"Activity" means a defined class of works or services eligible to be accomplished using CDBG-MIT funds. Activities are specified in Subrecipient's Performance Statement and Budget in **Attachment A**.

"Administrative and Audit Regulations" means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including Title 2, Part 200, of the Code of Federal Regulations and Chapters 321 and 2155 of the Texas Government Code.

"Advance Payment" means any payment issued by the GLO to Subrecipient before Subrecipient disburses awarded funds for Program purposes, as further defined at 2 C.F.R. § 200.1 and 2 C.F.R. § 200.305.

"Amendment" means a written agreement, signed by the Parties hereto, that documents alterations to the Contract other than those permitted by Technical Guidance Letters or Revisions, as herein defined.

"Application" or "Grant Application" means the information Subrecipient provided to the GLO that is the basis for the award of funding under this Contract.

"As-Built Plans" means the revised set of drawings submitted by a contractor upon completion of a project or a particular job that reflects all changes made in the specifications and working drawings during the construction process and show the exact dimensions, geometry, and location of all elements of the work completed under the project.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference.

"Audit Certification Form" means the form, as specified in the GLO Guidance Documents, that Subrecipient will complete and submit to the GLO annually, in accordance with **Section 4.01** of this Contract, to identify Subrecipient's fiscal year expenditures.

"AUGF" means HUD Form 7015.16, *Authority to Use Grant Funds*.

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"Benchmark" means the milestones identified in **Attachment A** that define actions and Deliverables required to be completed by Subrecipient for release of funding by the GLO throughout the life of the Contract.

"Budget" means the budget for the Activities funded by the Contract, a copy of which is included in **Attachment A.**

"Buyout" means an Acquisition of real property in a floodplain or Disaster Risk Reduction Area that Subrecipient makes with the intent to reduce risk of real and personal property damage from future flooding events. Real property purchased under a local Buyout program is subject to post-acquisition land-use restrictions, which require that any structures on the property be demolished or relocated and the land be reverted to a natural floodplain, converted into a retention area, or retained as green space for recreational purposes.

"CDBG-MIT" means the Community Development Block Grant Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

"Certificate of Construction Completion" or "COCC" means a document to be executed by Subrecipient, Subrecipient's construction contractor, and Subrecipient's engineer for each construction project that, when fully executed, provides final performance measures for the project and indicates acceptance of the completed project.

"C.F.R." means the United States Code of Federal Regulations, the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

"COG" means Council of Governments, a political subdivision responsible for representing member local governments, mainly cities and counties, seeking to provide cooperative planning, coordination, and technical assistance on issues of mutual concern crossing jurisdictional lines.

"Contract" means this entire document; any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters the GLO may issue, to be incorporated by reference herein for all purposes as they are issued.

"Contract Documents" means the documents listed in **Section 1.02**.

"Contract Period" means the period of time between the effective date of the Contract and its expiration or termination date.

"Deliverable" means a work product required to be submitted to the GLO as set forth in the Performance Statement and Benchmarks, which are included in **Attachment A**.

"Disaster Risk Reduction Area" means a clearly delineated area established by Subrecipient in which real property suffered damage from a disaster for which CDBG-MIT funding has been awarded to Subrecipient and in which the safety and well-being of area residents are at risk from future flooding events.

"DRGR" means the U.S. Department of Housing and Urban Development's Disaster Recovery and Grant Reporting System.

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"Environmental Review Record" or "ERR" means the cumulative documentation required for each Activity or project to certify whether or not the Activity or project was found to have significant impacts on the environment and certify that, in order to reach said conclusion, the required environmental review process was completed in accordance with HUD's environmental regulations.

"Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by Subrecipient for financial statement purposes or $5,000, as further defined at 2 C.F.R. § 200.313.

"Event of Default" means the occurrence of any of the events set forth in **Section 3.03**, herein.

"Federal Assurances" means Standard Form 424B (for non-construction projects) or Standard Form 424D (for construction projects), as applicable, in **Attachment B,** attached hereto and incorporated herein for all purposes.

"Federal Certifications" means the document titled "Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87" and Standard Form LLL, "Disclosure of Lobbying Activities," also in **Attachment B**, attached hereto and incorporated herein for all purposes.

"Federal Register" means the official journal of the federal government of the United States that contains government agency rules, proposed rules, and public notices, including U.S. Department of Housing and Urban Development's Federal Register Notice 84 Fed. Reg. 45838 (August 30, 2019) and any other publication affecting CDBG-MIT allocations funding this Contract.

"Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"FWCR" means Final Wage Compliance Report, a report Subrecipient will prepare at the completion of each federally funded project to certify that all workers on the project have been paid contract-specified prevailing wages and that any restitution owed to workers has been paid.

"GAAP" means "generally accepted accounting principles."

"GASB" means accounting principles as defined by the Governmental Accounting Standards Board.

"General Affirmations" means the affirmations in **Attachment C**, which Subrecipient certifies by signing this Contract.

"GLO" means the Texas General Land Office and its officers, employees, and designees, acting in their official capacities.

"GLO Implementation Manual" means the manual created by the GLO for subrecipients of CDBG-MIT grant allocations to provide guidance and training on the policies and procedures required so that subrecipients can effectively implement CDBG-MIT programs and timely spend grant funds.

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"Grant Completion Report" or "GCR" means a report containing an as-built accounting of all Activities completed under the Project and all information required for final acceptance of Deliverables and Contract closeout.

"Grant Manager" means the authorized representative of the GLO responsible for the day-to-day management of the Project and the direction of staff and independent contractors in the performance of work relating thereto.

"Guidance Documents" means the documents referenced in **Section 1.03**.

"HUD" means the United States Department of Housing and Urban Development.

"Implementation Schedule" means the schedule that establishes the Project milestones Subrecipient will utilize to ensure timely expenditures and Project completion.

"Infrastructure" means a project involving the creation of, repairs to, or replacement of public-works facilities and systems, including roads, bridges, dams, water and sewer systems, railways, subways, airports, and harbors. The term "Infrastructure" may also include a Planning Study project that relates to or affects Infrastructure facilities or systems.

"Intellectual Property" means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

"Low- and Moderate-Income" or "LMI" means a family or individual household whose annual income does not exceed eighty percent (80%) of the median family income or such other income limits as determined by HUD. This definition includes Very-Low-, Low-, and Moderate-Income households.

"LMISD" means low-and moderate-income summary data as published by HUD which assists CDBG-MIT grantees in determining whether or not a CDBG-funded activity qualifies as a LMA activity.

"Method of Distribution" or "MOD" means a document developed for a specific region that outlines the distribution of CDBG-MIT funding to counties, cities, and local government entities in the region.

"MID" means "most impacted and distressed," referencing a geographical area identified by the State of Texas or HUD as an area that sustained significant damage from a major disaster.

"Monthly Activity Status Report" means a monthly Project Benchmark status report, as required under **Section 4.02,** for which a template is included as **Attachment F** of this Contract.

"NTP" means "notice to proceed," a written authorization from the GLO to Subrecipient that allows Subrecipient to commence the work described in the NTP.

"Performance Statement" means the statement of work for the Project in **Attachment A**, which includes specific Benchmarks and Activities, provides specific Project details and location(s), and lists Project beneficiaries.

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"Planning" means an Activity performed to assist in determining community disaster recovery needs such as urban environmental design, flood control, drainage improvements, surge protection, or other recovery responses. Planning services cannot include engineering design.

"Program" means the CDBG-MIT program, administered by HUD and the GLO.

"Project" means the work to be performed under this Contract, as described in **Section 1.01(a)** and **Attachment A.**

"Prompt Pay Act" means Chapter 2251 of the Texas Government Code.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Regional Mitigation Program" means the CDBG-MIT program implemented by the GLO under which COGs develop and implement Methods of Distribution allocating CDBG-MIT funds to local entities to reduce future impacts from major disasters in the region, as outlined in the Action Plan.

"Revision" means the GLO's written approval of changes to Deliverable due dates, movement of funds among budget categories, and other Contract adjustments the GLO may approve without a formal Amendment.

"Start-Up Documentation" means the documents identified in Section 2.8.1 of the GLO Implementation Manual that must be completed and/or submitted to the GLO as specified in **Section 4.01**, below, before the GLO may reimburse Subrecipient for any invoiced expenses.

"Subrecipient" means City of Freeport, a recipient of federal CDBG-MIT funds through the GLO as the pass-through funding agency.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of this Contract or the CDBG-MIT Program that is issued by the GLO and provided to Subrecipient, applicable to specific subject matters pertaining to this Contract, and to which Subrecipient shall be subject as of a specific date.

"Texas Integrated Grant Reporting System" or "TIGR" means the GLO system of record for documenting and reporting the use of grant funding.

"U.S.C." means the United States Code.

## 1.05 INTERPRETIVE PROVISIONS

(a) The meaning of a defined term applies to its singular and plural forms.

(b) The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.

(c) The term "including" means "including, without limitation."

(d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto that were executed according to the contract's terms and a reference to a statute, regulation,

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ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto made by the enacting authority.

(e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.

(f) The limitations, regulations, and policies contained herein are cumulative and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.

(g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase "in its sole discretion." Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any consent, approval, or waiver required or requested of it.

(h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.

(i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.

(j) Time is of the essence in this Contract.

(k) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations, including, but not limited to, those included in **Attachment D**; the Contract; **Attachment A**; **Attachment E**; **Attachment B**; **Attachment C**; **Attachment F**; **Attachment G**; **Attachment H**; applicable Guidance Documents; and the GLO Implementation Manual. Conflicts or inconsistencies between GLO Implementation Manual and this Contract; any laws, rules, or regulations; or any of the Guidance Documents should be reported to the GLO for clarification of the GLO Implementation Manual.

## ARTICLE II – REIMBURSEMENT, ADVANCE PAYMENT, AND INCOME

### 2.01 REIMBURSEMENT REQUESTS

Each invoice submitted by Subrecipient shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted via the GLO's Texas Integrated Grant Reporting (TIGR) system of record or as otherwise specified in a Technical Guidance Letter issued under this Contract.

Subrecipient will be paid in accordance with the Contract Budget and the Benchmarks described in **Attachment A**. Failure by Subrecipient to perform any action or submit any Deliverable as described in **Attachment A** could result in the GLO placing a hold on further Subrecipient draws, conducting an official monitoring risk assessment, or requiring repayment, in part or in full, by Subrecipient of drawn funds in addition to other remedies provided to the GLO under this Contract.

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A draw request for an Advance Payment must be supported with documentation clearly demonstrating that the Advance Payment is required by Subrecipient in order for Subrecipient to continue carrying out the purpose of the Project.

### 2.02 TIMELY EXPENDITURES

In accordance with the Federal Register and to ensure timely expenditure of grant funds, Subrecipient shall submit reimbursement requests under this Contract, at a minimum, quarterly.

**THE GLO MUST RECEIVE A REIMBURSEMENT REQUEST FOR AN INCURRED EXPENSE NOT LATER THAN ONE HUNDRED TWENTY (120) DAYS FROM THE DATE SUBRECIPIENT OR ANY OF ITS SUBCONTRACTORS INCUR THE EXPENSE. THE GLO MAY, IN ITS SOLE DISCRETION, DENY REIMBURSEMENT REQUESTS THAT DO NOT MEET THIS REQUIREMENT, ISSUE DELINQUENCY NOTICES, WITHHOLD CAPACITY POINTS ON FUTURE FUNDING COMPETITIONS, IMPOSE A MONITORING REVIEW OF SUBRECIPIENT'S ACTIVITIES, OR IMPLEMENT OTHER CORRECTIVE ACTIONS.**

Subrecipient shall make timely payments to its subcontractors in accordance with Chapter 2251 of the Texas Government Code.

Unless otherwise instructed in this Section, Subrecipient shall submit final reimbursement requests to the GLO prior to Contract expiration or within thirty (30) days after the date of Contract termination. The GLO, in its sole discretion, may deny payment and de-obligate remaining funds from the Contract upon expiration or termination of the Contract. The GLO's ability to de-obligate funds under this **Section 2.02** notwithstanding, the GLO shall pay all eligible reimbursement requests that are timely submitted.

### 2.03 PROGRAM INCOME

In accordance with 24 C.F.R. § 570.489(e), Subrecipient shall maintain records of the receipt and accrual of all program income, as "program income" is defined in that section. Subrecipient shall report program income to the GLO in accordance with **Article IV** of this Contract. Subrecipient shall return all program income to the GLO at least quarterly unless otherwise authorized by the GLO in writing. Any GLO-authorized use of Program Income by Subrecipient shall be subject to GLO, HUD, and statutory restrictions and requirements.

## ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT

### 3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date on which it is signed by the last Party and shall terminate on **March 31, 2026**, or upon the completion of all Benchmarks listed in **Attachment A** and required closeout procedures, whichever occurs first. **Subrecipient must meet all Project Benchmarks identified in Attachment A. Subrecipient's failure to meet any Benchmark may result in suspension of payment or termination under Sections 3.02, 3.03, or 3.04, below**.

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Upon receipt of a written request and acceptable justification from Subrecipient, the GLO, at its discretion, may agree to amend this Contract to extend the Contract Period two (2) times for a period of up to one (1) year each. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE DOCUMENTED IN A WRITTEN AMENDMENT.**

### 3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

### 3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (a) Subrecipient fails to comply with any term, covenant, or provision contained in this Contract; (b) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (c) Subrecipient makes a materially incorrect representation or warranty in a Performance Statement, a reimbursement request for payment, or any report submitted to the GLO under the Contract. Prior to a determination of an Event of Default, the GLO shall allow a thirty (30) day period to cure any deficiency or potential cause of an Event of Default. The GLO may extend the time allowed to cure any deficiency or potential cause of an Event of Default. The GLO shall not arbitrarily withhold approval of an extension of the time allowed to cure a deficiency or potential cause of an Event of Default. In no event shall the amount of time allowed to cure a deficiency or potential cause of an Event of Default extend beyond the Contract Period.

### 3.04 REMEDIES; NO WAIVER

Upon the occurrence of any Event of Default, the GLO may avail itself of any equitable or legal remedy available to it, including without limitation, withholding payment, disallowing all or part of noncompliant Activities, or suspending or terminating the Contract.

The Parties' rights or remedies under this Contract are not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The GLO's failure to insist upon the strict observance or performance of any of the provisions of this Contract or to exercise any right or remedy provided in this Contract shall not impair, waive, or relinquish any such right or remedy with respect to another Event of Default.

### 3.05 REVERSION OF ASSETS

Upon expiration or termination of the Contract and subject to this Article:

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(a) If applicable, Subrecipient shall transfer to the GLO any CDBG-MIT funds Subrecipient has in its possession at the time of expiration or termination that are not attributable to work performed on the Project and any accounts receivable attributable to the use of CDBG-MIT funds awarded under this Contract; and

(b) If applicable, real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds in excess of $25,000 under this Contract shall be used to meet one of the CDBG-MIT National Objectives pursuant to 24 C.F.R. § 570.208, as identified in the Action Plan, until five (5) years after the expiration of this Contract or such longer period of time as the GLO deems appropriate. If Subrecipient fails to use the CDBG-MIT funded real property in a manner that meets a CDBG-MIT National Objective for the prescribed period of time, Subrecipient shall pay the GLO an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-MIT funds for acquisition of, or improvement to, the property. Subrecipient may retain real property acquired or improved under this Contract after the expiration of the five-year period or such longer period of time as the GLO deems appropriate.

## ARTICLE IV - CONTRACT ADMINISTRATION

### 4.01 SUBMISSIONS – GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **Section 8.12** of the Contract, any report, form, document, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

**If Subrecipient fails to submit to the GLO any required Program documentation in a timely and satisfactory manner as required under this Contract, the GLO, in its sole discretion, may issue a delinquency notification and withhold any payments, pending Subrecipient's correction of the deficiency.**

(a) **Start-Up Documentation**

Not later than the close of business sixty (60) calendar days after the effective date of this Contract, Subrecipient must submit its Start-Up Documentation to the GLO.

(b) **Audit Certification Form**

Not later than the close of business sixty (60) calendar days after the end of Subrecipient's fiscal year for each year during the Contract term, Subrecipient must submit a completed Audit Certification Form to the GLO.

(c) **Other Forms**

In conformance with required state and federal laws applicable to the Contract:

(i) Subrecipient certifies, by the execution of this Contract, all applicable statements in **Attachment C,** General Affirmations;

(ii) Subrecipient must execute Standard Form 424D, Federal Assurances for Construction Programs, found at Page 1 of **Attachment B**;

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(iii) Subrecipient must execute the "Certification Regarding Lobbying Compliant with Appendix A to 24 C.F.R. Part 87," found at Page 3 of **Attachment B**; and

(iv) If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, "Disclosure of Lobbying Activities," found at Page 4 of **Attachment B**.

### 4.02 MONTHLY ACTIVITY STATUS REPORTS

Subrecipient must provide monthly Activity status reporting, in the format prescribed in **Attachment F** (Monthly Activity Status Report) or as otherwise instructed by the GLO Grant Manager, for each individual Activity identified in **Attachment A**. The Monthly Activity Status Report is due on the fifth day of the month following the month in which the reported Activities were performed for the duration of the Contract. Subrecipient shall submit the Monthly Activity Status Reports to the GLO through the TIGR system as prescribed in **Attachment F** or as specified by the GLO Grant Manager.

### 4.03 HUD CONTRACT REPORTING REQUIREMENT

HUD requires the GLO to maintain a public website that accounts for the use and administration of all GLO-administered CDBG-MIT grant funds. To assist the GLO in meeting this requirement, Subrecipient must prepare and submit monthly to the GLO a written summary of all contracts procured by Subrecipient using grant funds awarded under this Contract. Subrecipient shall only report contracts as defined in 2 C.F.R. § 200.1. Subrecipient must use the template in **Attachment H** to prepare the monthly reports. On or before the fifth day of each month during the Contract Period, reports summarizing required information for the preceding month shall be submitted through the TIGR system as prescribed in **Attachment H** or as specified by the GLO Grant Manager. Additional information about this reporting requirement is available in published HUD guidance and Federal Register publications governing the CDBG-MIT funding allocation.

### 4.04 SECTION 3 REPORTING REQUIREMENTS

In accordance with 24 C.F.R. § 75.25, Subrecipient is required to submit to the GLO quarterly reports documenting actions taken to comply with the employment, training, and contracting requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. § 1701u), the results of such actions taken, and impediments encountered (if any) to such actions. Subrecipient should maintain records of job vacancies, solicitations of bids or proposals, selection materials and contracting documents (including scopes of work and contract amounts), in accordance with procurement laws and regulations. Records should demonstrate Subrecipient's efforts to achieve the Section 3 numerical goals.

Section 3 quarterly reports are due on the 10th of the month following the quarter's close. The schedule is as follows:

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Quarter 1 (Sept-Nov): Due **December 10th**
Quarter 2 (Dec-Feb): Due **March 10th**
Quarter 3 (Mar-May): Due **June 10th**
Quarter 4 (Jun-Aug): Due **September 10th**

Subrecipient is also required to submit an annual report, due on **September 30** of each year during the Contract Period. Forms for the Section 3 quarterly and annual reports may be found at s3-section-3-quarterly-report.xlsx (live.com) and s7-section-3-annual-summary-report.xlsx (live.com). Subrecipient must submit completed forms to the GLO through the TIGR system, as instructed by the GLO Grant Manager.

If Subrecipient conducts no hiring or contracting efforts during a quarter, Subrecipient must report zeros in the quarterly report fields for such and add a note in the "other efforts, see remarks below" field that states that fact.

Subrecipient is not required to develop and implement a Section 3 Plan and assign a Section 3 Coordinator, but these actions are considered best practices.

## ARTICLE V - FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

### 5.01 FEDERAL FUNDING

(a) Funding for this Contract is appropriated by the Congress of the United States under the act(s) listed in the table below and allocated to the State of Texas by HUD in accordance with Executive Order 12892, to fund disaster relief and recovery efforts in presidentially declared major disaster areas, as defined in Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 *et seq.*).

| Congressional Act | Federal Award Identification Number (FAIN) |
|---|---|
| Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted February 9, 2018, for necessary expenses for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 *et seq.*) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in the most impacted and distressed areas resulting from a major declared disaster that occurred in 2015, 2016, or 2017 | B-18-DP-48-0002 |

The fulfillment of this Contract is based on those funds being made available under Catalog of Federal Domestic Assistance (CFDA) No. 14.228 to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-MIT Program, and any other applicable laws. Further, Subrecipient acknowledges that all funds are subject to recapture and repayment for noncompliance.

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(b) **Subrecipient must have an assigned Unique Entity Identifier (UEID) and a Commercial and Government Entity (CAGE) code. Subrecipient must report its UEID and CAGE code to the GLO for use in various reporting documents.** A UEID and CAGE code may be obtained by visiting the System for Award Management website at https://www.sam.gov. **Subrecipient is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period**.

## 5.02 STATE FUNDING

(a) This Contract shall not be construed as creating any debt on behalf of the State of Texas or the GLO in violation of Article III, Section 49, of the Texas Constitution. The GLO's obligations hereunder are subject to the availability of state funds. If adequate funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their interests accrued up to the date of termination.

(b) Any claim by Subrecipient for damages under this Contract may not exceed the amount of payment due and owing Subrecipient or the amount of funds appropriated for payment but not yet paid to Subrecipient under this Contract. Nothing in this provision shall be construed as a waiver of the GLO's sovereign immunity.

## 5.03 RECAPTURE OF FUNDS

Subrecipient shall conduct, in a satisfactory manner as determined by the GLO, the Activities as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under **Section 3.02** notwithstanding, the GLO may terminate the Contract and recapture, and be reimbursed by Subrecipient for, any payments made by the GLO (a) that exceed the maximum allowable HUD rate; (b) that are not allowed under applicable laws, rules, and regulations; or (c) that are otherwise inconsistent with this Contract, including any unapproved expenditures. **This recapture provision applies to any funds expended for the Project or any Activity that does not meet a CDBG-MIT Program National Objective as specified in the Performance Statement in Attachment A or that is not otherwise eligible under CDBG-MIT regulations.**

## 5.04 OVERPAYMENT AND DISALLOWED COSTS

Subrecipient shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds Subrecipient received under this Contract. Subrecipient shall reimburse the GLO for such disallowed costs from funds that were not provided or otherwise made available to Subrecipient under this Contract. Subrecipient must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Subrecipient.

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### 5.05 FINAL BENCHMARK

(a) **Construction Activities**

To ensure full performance of each construction Activity and the Project, the GLO will set aside an amount equal to five percent (5%) of Subrecipient's construction budget per Activity until completion and acceptance by the GLO of all actions and Deliverables for the Activity, as identified in **Attachment A**.

The GLO shall make the final disbursement to Subrecipient only upon the GLO's receipt and acceptance of the Deliverables identified in **Attachment A** as required for the completion of construction phase.

If Subrecipient has multiple construction subcontracts, an amount equal to five percent (5%) of Subrecipient's construction budget per construction subcontract shall be withheld by the GLO until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A** for the particular project. Separate Deliverables are required per construction subcontract, and associated costs are pro-rated in accordance with budget details in the final GLO-approved Application. If a project includes more than one Environmental Review Record, associated costs are pro-rated in accordance with budget details in the final GLO-approved Application.

(b) **Project Delivery – Grant Administration**

To ensure full performance of this Contract, the GLO will set aside an amount equal to five percent (5%) of Subrecipient's project delivery – grant administration budget until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A**.

## ARTICLE VI - INTELLECTUAL PROPERTY

### 6.01 OWNERSHIP AND USE

(a) The Parties shall jointly own all right, title, and interest in and to all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract, with each Party having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the other Party, subject to any other restrictions on publication outlined in this Contract, and without expense or charge.

(b) Subrecipient grants the GLO and HUD a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

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### 6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, the State of Texas, U.S. Government, or any government employee, endorses a product, service, or position Subrecipient represents. Subrecipient may not release information relating to this Contract or state or imply that the GLO, the State of Texas, or the U.S. Government approves of Subrecipient's work products or considers Subrecipient's work product to be superior to other products or services.

### 6.03 DISCLAIMER REQUIRED

On all public information releases issued pursuant to this Contract, Subrecipient shall include a disclaimer stating that the funds for this Project are provided by Subrecipient and the Texas General Land Office through HUD's CDBG-MIT Program.

## ARTICLE VII - RECORDS, AUDIT, AND RETENTION

### 7.01 BOOKS AND RECORDS

Subrecipient shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary for fully disclosing to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine Subrecipient's compliance with this Contract and all applicable laws, statutes, rules, and regulations, including the applicable laws and regulations provided in **Attachment D** and **Attachment E**.

### 7.02 INSPECTION AND AUDIT

(a) All records related to this Contract, including records of Subrecipient and its subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at Subrecipient's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.

(b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject

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of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.** Subrecipient shall 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.

(c) Subrecipient will be deemed to have read and know of all applicable federal, state, and local laws, regulations, and rules pertaining to the Project, including those identified in **Attachment D**, governing audit requirements.

(d) At any time, the GLO may perform, or instruct a for-profit Subrecipient to perform, an annual Program-specific, fiscal, special, or targeted audit of any aspect of Subrecipient's operation. Subrecipient shall maintain financial and other records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

### 7.03 PERIOD OF RETENTION

In accordance with federal regulations, all records relevant to this Contract shall be retained for a period of three (3) years subsequent to the final closeout of the overall State of Texas CDBG-MIT grant, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

## ARTICLE VIII - MISCELLANEOUS PROVISIONS

### 8.01 LEGAL OBLIGATIONS

For the duration of this Contract, Subrecipient shall procure and maintain any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient shall pay all costs associated with all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay any such government obligations not paid by its subcontractors during performance of this Contract. Subrecipient shall maintain copies of such licenses and permits as a part of its local records in accordance with **Section 7.01** of this Contract or as otherwise specifically directed by the GLO**. Subrecipient shall provide Monthly Activity Status Reports via the GLO system of record in accordance with Section 4.02 of this Contract.**

### 8.02 INDEMNITY

As required under the Constitution and laws of the State of Texas, each Party understands that it is solely liable for any liability resulting from its acts or omissions. No act or omission of a Party shall be imputed to the other Party. Neither Party shall indemnify or defend the other Party.

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## 8.03 INSURANCE AND BOND REQUIREMENTS

(a) Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.

(b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by Subrecipient shall not relieve or decrease the liability of the person or entity. **Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties**.

(c) Subrecipient shall require performance and payment bonds to the extent they are required under Chapter 2253 of the Texas Government Code.

(d) **Subrecipient shall require any person or entity performing work on any construction Activity under the Contract to complete form SF-424D, entitled "Assurances – Construction Programs," and Subrecipient shall maintain such documentation.**

## 8.04 ASSIGNMENT AND SUBCONTRACTS

Subrecipient must not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the GLO's prior written consent. Any attempted assignment, transfer, or delegation in violation of this provision is void and without effect. Notwithstanding this provision, it is mutually understood and agreed that Subrecipient may subcontract with others for some or all of the services to be performed under this Contract. In any approved subcontracts, Subrecipient must legally bind the subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Subrecipient as specified in this Contract. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered and/or the services rendered by Subrecipient and/or any of its subcontractors comply with all the terms and provisions of this Contract.

For subcontracts to which Federal Labor Standards requirements apply, Subrecipient shall submit to the GLO all documentation required to ensure compliance. Subrecipient shall retain five percent (5%) of the payment due under each of Subrecipient's construction or rehabilitation subcontracts until the GLO determines that the Federal Labor Standards requirements applicable to each such subcontract have been satisfied.

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## 8.05 PROCUREMENT

Subrecipient must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Failure to comply with 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules could result in recapture of funds. Subrecipient must confirm that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

(a) the Texas Comptroller's Vendor Performance Program at https://comptroller.texas.gov/purchasing/; and

(b) the U.S. General Services Administration's System for Award Management at https://www.sam.gov/.

## 8.06 CHILD SUPPORT OBLIGATION

Subrecipient represents and warrants that it will include the following clause in the award and contract documents for every subaward and subcontract and will require subawardees and subcontractors to certify accordingly: "Under Section 231.006 of the Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

## 8.07 SUBAWARD AND SUBCONTRACT MONITORING

Subrecipient represents and warrants that it will monitor the activities of any subawardee as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved. Subrecipient represents and warrants that it will monitor the activities of any subcontractor as necessary to ensure that subcontract funds are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subcontract, and that subcontract performance goals are achieved.

## 8.08 EQUIPMENT AND COMPUTER SOFTWARE

Any purchase of Equipment or computer software made pursuant to this Contract shall be made in accordance with all applicable laws, regulations, and rules, including those defined in 2 C.F.R. § 200.313.

In accordance with 24 C.F.R. § 570.502(a), if Equipment is acquired, in whole or in part, with funds under this Contract and is then sold, the proceeds shall be considered program income, as defined in **Section 2.03** above. Equipment not needed by Subrecipient for Activities under this Contract shall be (a) transferred to the GLO for the CDBG-MIT Program or (b) retained by Subrecipient after compensating the GLO an amount equal to

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the current fair market value of the Equipment less the percentage of non-CDBG-MIT funds used to acquire the Equipment.

### 8.09 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **Article VII**, above, may initiate communications with any subcontractor of Subrecipient, and may request access to any books, documents, personnel, papers, and records of a subcontractor which are pertinent to this Contract. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as provided in **Article VII** herein.

### 8.10 RELATIONSHIP OF THE PARTIES

Subrecipient is associated with the GLO only for the purposes and to the extent specified in this Contract. Subrecipient is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, an employer-employee or principal-agent relationship, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Subrecipient or any other party. Subrecipient shall be solely responsible for, and the GLO shall have no obligation with respect to, the following: the withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or contributions by the State of Texas to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State of Texas.

### 8.11 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Subrecipient must comply, and must ensure the compliance of its subawardees and contracts, with all applicable federal, state, and local laws, statutes, ordinances, and regulations, including those listed in **Attachments B, C, D**, and **E**, and policies in effect or hereafter established. Subrecipient is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations affecting its performance under this Contract. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Subrecipient, the more restrictive requirement applies.

### 8.12 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (certified, postage paid, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below.

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**GLO**
Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, TX 78701
Attention: Contract Management Division

**Subrecipient**
City of Freeport
200 W. 2nd Street
Freeport, TX 77541
Attention: Brooks Bass

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party sent in accordance with this section.

### 8.13 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Subrecipient irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, that it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any related document. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

### 8.14 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

### 8.15 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Subrecipient shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Subrecipient to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF THE GLO'S SOVEREIGN IMMUNITY.**

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### 8.16 CONFIDENTIALITY

To the extent permitted by law, Subrecipient and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Subrecipient or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Subrecipient or the GLO; or (c) information that Subrecipient or the GLO is otherwise required to keep confidential by this Contract. Subrecipient must not make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

### 8.17 PUBLIC RECORDS

The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

### 8.18 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the subaward, to add or delete an Activity as allowed by the Guidance Documents, to extend the term of the Contract, and/or to make other substantial changes to the Contract may be made only by written agreement of the Parties under the formal Amendment process outlined below, except that, upon completion of the Project, the GLO shall formally close out the Project by issuing a closeout letter pursuant to **Section 8.23**. The formal Amendment process requires official request documentation from Subrecipient detailing all provisions to be amended and supporting documentation as required. The GLO Grant Manager will confirm and review the request and, as appropriate, submit the proposed amended language or amount to the GLO's Contract Management Division for the preparation of a formal Amendment and circulation for necessary GLO and Subrecipient signatures.

In the sole discretion of the GLO and in conformance with federal law, the GLO may approve other adjustments required by the GLO during Project performance through a

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Revision or Technical Guidance Letter unilaterally issued by the GLO and acknowledged by Subrecipient. Such GLO approvals must be in writing and may be delivered by U.S. mail or electronic mail.

### 8.19 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its Attachments, and any Amendment(s), Technical Guidance Letter(s), and/or Revision(s) issued in conjunction with this Contract, if any, constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in issued Attachments, Technical Guidance Letters, and/or Revisions shall be harmonized with this Contract to the extent possible. Unless an Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the Contract.

### 8.20 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. If applicable, a resolution, motion, or similar action has been duly adopted or passed as an official act of Subrecipient's governing body, authorizing the filing of the grant Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative or the designee of Subrecipient to act in connection with the Application and to provide such additional information as may be required.

### 8.21 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

### 8.22 SURVIVAL

The provisions of **Articles V, VI,** and **VII** and **Sections 1.01, 1.03, 3.02, 3.04, 3.05, 8.02, 8.03, 8.09, 8.10, 8.11, 8.12, 8.13, 8.15, 8.16, 8.17, 8.18, 8.23,** and **8.32** of this Contract and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

### 8.23 CONTRACT CLOSEOUT

Subrecipient shall prepare and submit to the GLO for approval a final **Grant Completion Report** confirming final performance measures, budgets, and expenses for all Project Activities within thirty (30) days following the completion of all Activities required under the Contract; however, in no event shall Subrecipient submit the Grant Completion Report later than the date of expiration of the Contract. The GLO will close the Contract in accordance with 2 C.F.R. §§ 200.344 through 200.346 and GLO CDBG-MIT guidelines consistent therewith.

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Subrecipient shall submit a final Budget and actual expenditures to the GLO as part of the Grant Completion Report. The Grant Completion Report shall be in a format prescribed by the GLO and shall confirm eligibility and completion of all Activities performed under this Contract. **FAILURE TO SUBMIT TO THE GLO THE FINAL BUDGET AND ACTUAL EXPENDITURES AS PART OF THE GRANT COMPLETION REPORT PRIOR TO CONTRACT EXPIRATION WILL RESULT IN FORFEITURE AND DE-OBLIGATION OF ALL REMAINING, UNREQUESTED FUNDS.**

The GLO will notify Subrecipient via official closeout letter upon review and approval of the final Grant Completion Report.

### 8.24 INDIRECT COST RATES

Unless, under the terms of 2 C.F.R. Part 200, Appendix V, Subrecipient has negotiated or does negotiate an indirect cost rate with the federal government, subject to periodic renegotiations of the rate during the Contract Period, or is exempt from such negotiations and has developed and maintains an auditable central service cost allocation plan, Subrecipient's indirect cost rate shall be set by 2 C.F.R. § 200.414(f), i.e., ten percent (10%).

### 8.25 CONFLICT OF INTEREST

(a) Subrecipient shall abide by the provisions of this section and include the provisions in all subcontracts. Subrecipient shall comply with all conflict-of-interest laws and regulations applicable to the Program.

(b) Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

(c) Subrecipient represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Subrecipient represents and warrants that, in the administration of the grant, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code, if applicable. If circumstances change during the course of the Contract, Subrecipient shall promptly notify the GLO.

### 8.26 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as "Force Majeure"), then, while compliance is so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure event in writing, and,

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if possible, such notice must set forth the extent and duration of the Force Majeure. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and must resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Subrecipient.

### 8.27 ENVIRONMENTAL CLEARANCE REQUIREMENTS

(a) Subrecipient is the responsible entity, as "responsible entity" is defined under 24 C.F.R. Part 58, and is accountable for conducting environmental reviews and for obtaining any environmental clearance necessary for successful completion of an Activity or the Project. Subrecipient shall prepare an environmental review or assessment of each Activity or the Project in accordance with applicable laws, regulations, rules, and guidance. Subrecipient shall maintain a written Environmental Review Record ("ERR") for each Activity or the Project, including all supporting source documentation and documentation to support any project mitigation. Subrecipient shall provide a copy of the ERR and all related source documentation to the GLO.

(b) Subrecipient shall address inquiries and complaints and shall provide appropriate redress related to environmental Activities. Subrecipient shall document each communication issued or received hereunder in the related ERR.

(c) The GLO may, in its sole discretion, reimburse Subrecipient for certain exempt environmental Activities, as defined in federal regulations. Reimbursement requests for exempt environmental Activities must be supported by the proper HUD-prescribed form.

(d) The Parties acknowledge and understand that the GLO may enter into interagency agreements with the Texas Historical Commission and other entities in order to facilitate any necessary environmental or historic review. The GLO may incorporate one or more interagency agreements into this Contract via a Technical Guidance Letter.

### 8.28 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS

(a) Subrecipient must ensure that all citizens have equal and ongoing access to information about an Activity or the Project, including ensuring that Activity or Project information is available in the appropriate languages for the geographical area served by Subrecipient. Information furnished to citizens shall include, without limitation:

(i) The amount of CDBG-MIT funds expected to be made available;

(ii) The range of Activities or projects that may be undertaken with the CDBG-MIT funds;

(iii) The estimated amount of the CDBG-MIT funds proposed to be used for Activities or projects meeting the national objective of benefiting low-to-moderate income persons; and

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(iv) A clear statement of such and the entity's anti-displacement and relocation plan if any proposed CDBG-MIT Activities or projects are likely to result in displacement.

(b) Complaint Procedures: Subrecipient must have written citizen-complaint procedures for providing a timely written response (within fifteen [15] working days) to complaints and grievances. Subrecipient shall notify citizens of the location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.

(c) Technical Assistance: If requested, Subrecipient shall provide technical assistance in completing applications under the Project to persons of low and moderate income.

(d) Subrecipient shall maintain a citizen participation file that includes a copy of Subrecipient's complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g., meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any technical assistance requested and/or provided.

## 8.29 SIGNAGE REQUIREMENTS

On any public building or facility funded under this Contract, Subrecipient shall place permanent signage. Signs shall be placed in a prominent, visible public location. Subrecipient shall format each sign to best fit the architectural design of the building or facility but the sign should be legible from a distance of at least three (3) feet.

For other construction projects (e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation) funded under this Contract, Subrecipient shall place temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality.

All signage required under this section shall contain the following:

"This project is funded by the Texas General Land Office of the State of Texas to provide for mitigation activities to reduce disaster risks in communities impacted by Hurricane Harvey. The funds have been allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant – Mitigation Program."

## 8.30 PREFERENCE AND PROCUREMENT OF MATERIALS

(a) To the extent applicable, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:

(i) competitively within a timeframe allowing compliance with the Contract's performance schedule;

(ii) in a way that meets the Contract's performance requirements; or

(iii) at a reasonable price.

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(b) To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.323, information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guideline Program website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

## 8.31 EQUAL OPPORTUNITY CLAUSE

Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

"**During the performance of this contract, the contractor agrees as follows:**

**(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:**

**Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.**

**(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.**

**(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.**

**(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of**

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**the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.**

**(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.**

**(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.**

**(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.**

**(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:**

***Provided,* however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.**"

Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if Subrecipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

Subrecipient agrees that it will assist and cooperate actively with the GLO and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the GLO and the Secretary of Labor such information as they

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may require for the supervision of such compliance, and that it will otherwise assist the GLO in the discharge of the GLO's primary responsibility for securing compliance.

Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts, as defined in 41 C.F.R. § 60-1.3, and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Subrecipient agrees that if it fails or refuses to comply with these undertakings, the GLO may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Contract; refrain from extending any further assistance to Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.

### 8.32 INFORMATION AND DATA SECURITY STANDARDS

Subrecipient shall comply with all terms specified in the **GLO Information Security Appendix**, incorporated herein for all purposes as **Attachment G**.

### 8.33 CYBERSECURITY TRAINING PROGRAM (LOCAL GOVERNMENT SYSTEM)

If Subrecipient is a local government as defined in Chapter 2054 of the Texas Government Code, Subrecipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

### 8.34 DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS, CHARITABLE TRUSTS, AND PRIVATE FOUNDATIONS

If Subrecipient is a governmental entity as defined in Chapter 2252 of the Texas Government Code, Subrecipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

### 8.35 LIMITATIONS ON GRANT EXPENDITURE

Subrecipient shall expend funds received under the grant or contract subject to the limitations and reporting requirements similar to those provided by the following:

(a) Parts 2, 3, and 5 of the Texas General Appropriations Act, Article IX, except there is no requirement for increased salaries for local government employees;

(b) Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and

(c) Sections 2113.012 and 2113.101 of the Texas Government Code.

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### 8.36 LOBBYING EXPENDITURE RESTRICTION

Subrecipient represents and warrants that the GLO's payments to Subrecipient and Subrecipient's receipt of appropriated or other funds under the Contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.

### 8.37 OPEN MEETINGS

If Subrecipient is a governmental entity, Subrecipient represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

### 8.38 POLITICAL POLLING PROHIBITION

Subrecipient represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity that performs political polling, except that this prohibition does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

### 8.39 REPORTING COMPLIANCE

Subrecipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the Contract and maintain appropriate backup documentation to support the reports.

### 8.40 REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT

Subrecipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office. Subrecipient represents and warrants its compliance with 2 C.F.R. § 200.113, which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to the System for Award Management through https://www.sam.gov/.

### 8.41 STATEMENTS OR ENTRIES

**WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.**

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001.

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**Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Subrecipient representative hereby declares that he/she has examined this Contract and Attachments, and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Subrecipient are true, accurate, and complete.**

**SIGNATURE PAGE FOLLOWS**

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**SIGNATURE PAGE FOR GLO CONTRACT NO. 24-065-007-E164**
**REGIONAL MITIGATION PROGRAM PROJECTS CONTRACT AGREEMENT**
**CDBG-MIT – HURRICANE HARVEY HUD MID**

**GENERAL LAND OFFICE**

DocuSigned by:
_____
7C29AF43...E7497...

Mark A. Havens, Chief Clerk

Date of execution: 12/31/2023

**CITY OF FREEPORT**

DocuSigned by:
_____
A0BE98EBC71543B...

By: Brooks Bass

Title: Mayor

Date of execution: 12/31/2023

**OGC** DS

**PM** DS

**SDD** DS

**DGC** DS

**GC** DS

**DLC** DS

**ATTACHED TO THIS CONTRACT:**

**ATTACHMENT A** Performance Statement, Budget, and Benchmarks
**ATTACHMENT B** Federal Assurances and Certifications
**ATTACHMENT C** General Affirmations
**ATTACHMENT D** Nonexclusive List of Applicable Laws, Rules, and Regulations
**ATTACHMENT E** Special Conditions
**ATTACHMENT F** Monthly Activity Status Report
**ATTACHMENT G** GLO Information Security Appendix
**ATTACHMENT H** Contract Reporting Template

**ATTACHMENTS FOLLOW**

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# CITY OF FREEPORT
# 24-065-007-E164
# PERFORMANCE STATEMENT

The GLO awards City of Freeport (Subrecipient) this Contract under HUD's Community Development Block Grant Mitigation (CDBG-MIT) program to provide financial assistance with funds appropriated to facilitate Activities related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from a major declared disaster that occurred in 2015, 2016, or 2017.

In strict conformance with the terms and conditions of the CDBG-MIT – Hurricane Harvey HUD MID and pursuant to the GLO's Regional Mitigation Program and this Contract, Subrecipient shall perform, or cause to be performed, the Infrastructure Activities identified below to increase its resilience to disasters and reduce or eliminate long-term risk of disaster-related loss of life, injury, damage to and loss of property, and suffering and hardship by lessening the impact of future disasters.

Subrecipient shall perform the Activities identified herein for the service area specified in its approved Texas Community Development Block Grant Mitigation Grant Application to provide a long-lasting investment that increases resiliency in the community. The persons to benefit from the Activities described herein must receive the prescribed service or benefit, and all eligibility requirements must be met to fulfill contractual obligations.

The grant total is $1,838,000.00. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record (TIGR) of the GLO's Community Development and Revitalization division. Subrecipient must ensure expenditures for individual projects do not exceed the amounts for detailed funding categories in the project budget of the approved Grant Application, as may be revised in writing upon mutual agreement of the Parties. If it becomes necessary to redistribute Budget line-item amounts between Activities, Subrecipient must seek a Contract Amendment prior to performing any work.

DRGR Activity: MIT - Public Facilities and Improvements-Non-Covered Projects- LMI

Activity Type: Water Improvements

Project Title: City of Freeport Water Improvements

Subrecipient shall construct a new pump station slab with rain covering and installation of water pumps; rehabilitate an existing pump station including replacement of electrical system and HVAC; rehabilitate an existing 500,000-gallon ground storage water tank including replacement of roof vent, hatch, and level indicator; drain, clean, and surface prep the tank; coat both inside and outside the tank; and complete associated appurtenances. Construction shall take place at the following locations:

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| Defining Project Location | Location Coordinates | Proposed HUD Performance Measures |
|---|---|---|
| Avenue F Water Tank | 220 South Avenue F, Freeport Texas 28.96230, -95.35580 | 1 Public Facility (PF) |
| Avenue F Water Pump Station | 220 South Avenue F, Freeport Texas 28.96220, -95.35600 | 1 PF |

| Total Beneficiaries | LMI Beneficiaries | LMI % | Census Tract | Block Group |
|---|---|---|---|---|
| 12,025 | 8,080 | 67.19 | 6642.00<br>6643.00<br>6644.00<br>6645.00<br>6645.01 | 1,2<br>1,2,3,4,5<br>1,2,3,4,5,6<br>2<br>1 |
| Beneficiaries were identified using City-Wide LMISD, and the above project meets the LMI national objective. | | | | |

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## BUDGET

| DRGR Activity Type | Grant Award | Other Funds | Total |
|---|---|---|---|
| MIT - Public Facilities and Improvements-Non-Covered Projects- LMI | $1,838,000.00 | $0.00 | $1,838,000.00 |
| **TOTAL** | $1,838,000.00 | $0.00 | $1,838,000.00 |

## BENCHMARKS

| | **Not-To-Exceed Budget Gate Percentages by Budget Category** (Subrecipient may draw up to, but not exceed, the identified percentage of the Budget category until stated Deliverable(s) are submitted to and approved by the GLO.) | | | **Single Deliverable Milestones by Budget Category** (Subrecipient may draw up to 100% of Budget category after submittal to and approval by the GLO of the stated Deliverable.) | | **Multiple Deliverable Milestones** (Subrecipient may draw up to, but not exceed, the percentage stated after submittal to and approval by the GLO of the stated Deliverable.) | |
|---|---|---|---|---|---|---|---|
| | **Project Delivery** | | | | | | |
| **Project Phase Actions and Deliverables** | **Grant Administration Funds** | **Environ-mental Funds** | **Engineering Funds** | **Special Environ-mental Funds** | **Acquisition Funds** | **Construction Funds** | **Planning/ Studies (not related to engineering design)** |
| **Action**: Start-up Phase **Deliverable:** Contract kick-off meeting sign-in sheet; all required Start-Up Documentation reviewed and accepted by the GLO; executed grant administration service provider contract in PDF format. | 0-15% | | | | | | |
| **Action**: Commencement of Engineering Phase **Deliverable:** Executed engineering service provider contract in PDF format provided during start-up phase as applicable | | | 0-30% | | | | |

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| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Action:** Commencement of Environmental Phase **Deliverable:** Executed environmental service provider contract in PDF format provided during start-up phase as applicable. | 15.01-30% | 0-30% | | | | | | |
| **Action:** Completion of Design Phase **Deliverable:** Complete **s**igned and sealed 100% construction plans in PDF format.* | | | 30.01-60% | | | | | |
| **Action:** Completion of Special Environmental Services **Deliverable:** GLO approval of required documentation, dependent upon additional environmental requirements | | | | | 100% | | | |
| **Action:** Completion of Environmental Record Review **Deliverable:** GLO-signed AUGF** | 30.01-50% | 30.01-100% | | | | | | |
| **Action:** Acquisition Phase **Deliverable:** Acquisition Detailed Report and supporting documentation per parcel accepted by the GLO* | | | | | | 100% | | |
| **Action:** Commencement of Bid Phase **Deliverable:** First published bid notice and publisher's affidavit* | 50.01-60% | | 60.01-70% | | | | | |
| **Action:** Commencement of Construction Phase **Deliverable:** Signed NTP* | 60.01-85% | | 70.01-85% | | | | 0-95% | |
| **Action:** Completion of Construction Phase **Deliverable:** Signed and sealed complete As-Built Plans in PDF format; executed COCC accepted by the GLO; signed FWCR accepted by the GLO* | 85.01-95% | | 85.01-100% | | | | 95.01-100% | |

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| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Action:** Commencement of Planning/Study Phase<br>**Deliverable:** Signed NTP or similar document from Subrecipient, initiating the Planning/study Activity and describing the work to be performed<br>^for Planning/Study only | 15.01-60%^ | | | | | | | | 0-85% |
| **Action:** Completion of Planning/Study Phase<br>**Deliverable:** Final Planning/study report and proof of acceptance by Subrecipient<br>^for Planning/Study only | 60.01-95%^ | | | | | | | | 85.01-100% |
| **Action**: Grant Completion Report Approval<br>**Deliverable**: GCR approved by the GLO | 95.01-100% | | | | | | | | |

**Failure to provide any Deliverable identified above could result in Subrecipient's repayment of drawn funds, in part or in full, in addition to other remedies provided to the GLO under this Contract. Providing the Deliverables identified in this table will allow Subrecipient to draw the identified funding percentage per Budget category, contingent upon Subrecipient's compliance with associated Program guidance.**

*If Subrecipient executes multiple construction contracts, this Deliverable (or Deliverables, as applicable) will be required for each contract, and associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application.

**If the Project includes more than one ERR, associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application.

## ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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

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 the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; 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 non-discrimination during the useful life of the project.

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 assistance 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 non-discrimination. 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; (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. §§290 dd-3 and 290 ee-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 the application.

11. 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.

12. 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.

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 subagreements.

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) 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 (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, 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).

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, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE |
|---|---|
| DocuSigned by: A0DE08EBC71543B... | Mayor |
| APPLICANT ORGANIZATION<br>City of Freeport | DATE SUBMITTED<br>12/31/2023 |

**SF-424D (Rev. 7-97) Back**

THIS FORM MUST BE EXECUTED

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**CERTIFICATION REGARDING LOBBYING**
**COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871**

*Certification for Contracts, Grants, Loans, and Cooperative Agreements:*

The undersigned certifies, to the best of his or her knowledge and belief, that:

(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 of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(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 of 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 Form to Report Lobbying,’’ in accordance with its instructions.

(3) The undersigned shall require that the language of this certification 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.

*Statement for Loan Guarantees and Loan Insurance:*

The undersigned states, to the best of his or her knowledge and belief, that: If any 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 of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.**

| NAME OF APPLICANT | AWARD NUMBER AND/OR PROJECT NAME |
|---|---|
| City of Freeport | 24-065-007-E164 |

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Brooks Bass — Mayor

SIGNATURE — DATE

DocuSigned by: A0BE98EBC71543B... — 12/31/2023

1 24 C.F.R. 87 App. A, available at https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

# Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

OMB Number: 4040-0013
Expiration Date: 02/28/2025

| **1. *Type of Federal Action:** | **2. *Status of Federal Action:** | **3. *Report Type:** |
|---|---|---|
| ____ a. contract | _____ a. bid/offer/application | _____ a. initial filing |
| ____ b. grant | _____ b. initial award | _____ b. material change |
| ____ c. cooperative agreement | _____ c. post-award | |
| ____ d. loan | | |
| ____ e. loan guarantee | | |
| ____ f. loan insurance | | |

**4. Name and Address of Reporting Entity:**
____ Prime _____Subawardee
*Name: _____
*Street 1:_____ Street 2:_____
*City: _____ State:_____
Zip:_____

**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**

| **6. Federal Department/Agency:** | **7. Federal Program Name/Description:** |
|---|---|
| | CFDA Number, *if applicable*: _____ |
| **8. Federal Action Number,** *if known:* | **9. Award Amount**, *if known:* **$** |

**10. a. Name and Address of Lobbying Registrant**
**Prefix**_____ *First Name_____ Middle Name _____
*Last Name _____ Suffix _____
*Street 1:_____ Street 2:_____
*City: _____ State:_____ Zip:_____

**b. Individuals Performing Services** *(including address if different from No. 10a)*
**Prefix**_____ *First Name_____ Middle Name _____
*Last Name _____ Suffix _____
*Street 1:_____ Street 2:_____
*City: _____ State:_____ Zip:_____

**11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.**

***Signature:**_____

***Name: Prefix**_____ ***First Name**_____ **Middle Name** _____
***Last Name** _____ **Suffix** _____
**Title:** _____ **Telephone No.:**_____ **Date:** _____

| **Federal Use Only:** | **Authorized for Local Reproduction**<br>**Standard Form - LLL (Rev. 7-97)** |
|---|---|

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

| **Federal Agency Form Instructions Form Identifiers** | **Information** |
|---|---|
| Agency Owner | Grants.gov |
| Form Name | Disclosure of Lobbying Activities (SF-LLL) |
| Form Version Number | 2.0 |
| OMB Number | 4040-0013 |
| OMB Expiration Date | 02/28/2025 |

| **Field Number** | **Field Name** | **Required or Optional** | **Information** |
|---|---|---|---|
| 1. | *Type of Federal Action: | Required | Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. This field is required. |
| 2. | *Status of Federal Action | Required | Identify the status of the covered Federal action. This field is required. |
| 2-a. | a. Bid/Offer/ Application | Check if applicable | Click if the Status of Federal Action is a bid, an offer or an application. |
| 2-b. | b. Initial Award | Check if applicable | Click if the Status of Federal Action is an initial award. |
| 2-c. | c. Post-Award | Check if applicable | Click if the Status of Federal Action is a post-award. |
| 3.0 | *Report Type | Required | Identify the appropriate classification of this report. |
| 3-a. | a. Initial filing | Check if applicable | Check if Initial filing. |
| 3-b. | b. Material change | Check if applicable | If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action. This field is required. |
| | Material Change Year | Conditionally Required | If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred. |
| | Material Change Quarter | Conditionally Required | If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred. |
| | Material Change Date of Last Report | Conditionally Required | Enter the date of the previously submitted report by this reporting entity for this covered Federal action. |
| 4. | Name and Address of Reporting Entity | Required | Provide the information for Name and Address of Reporting Entity. |
| | Prime | Check if applicable | Click to designate the organization filing the report as the Prime Federal recipient. |
| | Subawardee | Check if applicable | Click to designate the organization filing the report as the SubAwardee Federal recipient. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants. |
| | Tier if known: | Optional | Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. |
| | Name | Required | Enter the name of reporting entity. This field is required |
| | Street 1 | Required | Enter Street 1 of the reporting entity. This field is required. |
| | Street 2 | Optional | Enter Street 2 of the reporting entity. |
| | City | Required | Enter City of the reporting entity This field is required. |
| | State | Required | Enter the state of the reporting entity. This field is required |
| | ZIP | Required | Enter the ZIP of the reporting entity. This field is required |
| | Congressional District, if known | Optional | Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district. |
| 5. | If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime | Conditionally Required | If Reporting Entity in No. 4 is Subawardee, provide the information for the Name and Address of Prime |

| | | | |
|---|---|---|---|
| | Name | Required | If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient. |
| | Street 1 | Required | If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient. |
| | Street 2 | Optional | If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient. |
| | City | Required | If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient. |
| | State | Required | If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu. |
| | ZIP | Required | Enter the ZIP of Prime. This field is required |
| | Congressional District, if known | Optional | Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district. |
| 6. | Federal Department /Agency | Required | Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required. |
| 7. | CFDA Number: | Required | Enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov. |
| | CFDA Title: | Required | Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov. |
| 8. | Federal Action Number | Optional | Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001". |
| 9. | Award Amount | Optional | For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment of the prime entity identified in item 4 or 5. |
| 10.a. | Name And Address of Lobbying Registrant | Required | Provide the information for the Name and Address of Lobbying Registrant. |
| | Prefix | Optional | Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant. |
| | First Name | Required | Enter the first name of Lobbying Registrant. This field is required. |
| | Middle Name | Optional | Enter the middle name of Lobbying Registrant. |
| | Last Name | Required | Enter the last name of Lobbying Registrant. This field is required. |
| | Suffix | Optional | Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant. |
| | Street 1 | Required | Enter the first line of street address for the Lobbying Registrant. |
| | Street 2 | Optional | Enter the second line of street address for the Lobbying Registrant. |
| | City | Required | Enter the city of the Lobbying Registrant. |
| | State | Required | Select the appropriate state of the Lobbying Registrant. |
| | ZIP Code | Required | Enter the Zip Code (or ZIP+4) of the Lobbying Registrant. |
| 10.b. | Individual Performing Services | Required | Provide the information for Individual Performing Services |
| | Prefix | Optional | Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services. |
| | First Name | Required | Enter the first name of the Individual Performing Services. This field is required. |
| | Middle Name | Optional | Enter the middle name of the Individual Performing Services. |
| | Last Name | Required | Enter the last name of the Individual Performing Services. This field is required. |
| | Suffix | Optional | Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services. |
| | Street 1 | Required | Enter the first line of street address for the Individual Performing Services. |
| | Street 2 | Optional | Enter the second line of street address for the Individual Performing Services. |
| | City | Required | Enter the city of the Individual Performing Services. |
| | State | Required | Select the state for the address of the Individual Performing Services from this pull down menu. |
| | ZIP Code | Required | Enter the Zip Code (or ZIP+4) of the Individual Performing Services. |

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project, Washington, DC 20503.

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## GENERAL AFFIRMATIONS

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.*
2. Subrecipient shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.*
6. If the Contract is for a "cloud computing service" as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Subrecipient represents and warrants that it complies with the requirements of the state risk and authorization management program and Subrecipient agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Subrecipient to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Subrecipient certifies that it will comply with the security controls required under this Contract and will

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maintain records and make them available to the GLO as evidence of Subrecipient's compliance with the required controls.

9. Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.

10. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.

11. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.

12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.*

13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.

14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.

    a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date

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of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.

b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.

c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.

d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.

e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.

f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.

15. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*

16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this

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Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.

19. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.

20. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.*

21. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.*

22. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.*

23. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.

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24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

26. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE

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PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*

27. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.

28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*

29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.

30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.*

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31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

32. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.

33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

34. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

35. The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

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36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, http://glo.texas.gov.
37. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
39. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2274.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.*
41. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
42. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
43. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient

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may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

44. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.*
45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.*
46. If subject to 2 CFR 200.216, Subrecipient shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.
47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Subrecipient uses in in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

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## NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Subrecipient must be in compliance with the following laws, rules, and regulations, as may be amended or superseded over time, and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Subrecipient acknowledges that this list may not include all such applicable laws, rules, and regulations.

**Subrecipient is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:**

### GENERALLY

The Acts and Regulations specified in this Contract;

Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq*.);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Community Development Block Grant Disaster Recovery and Mitigation Implementation Manual; and

State of Texas CDBG Mitigation Action Plan, dated March 31, 2020, as may be amended.

### CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq*.); 24 C.F.R. Part l, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq*.);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq*.), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Subrecipient to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq*.); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based

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on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Subrecipient understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

**LABOR STANDARDS**

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145): 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

**EMPLOYMENT OPPORTUNITIES**

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u): 24 C.F.R. Part 75;

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

**GRANT AND AUDIT STANDARDS**

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

**LEAD-BASED PAINT**

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

**HISTORIC PROPERTIES**

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971

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(36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.)*, particularly section 3 (16 U.S.C. § 469a-1).

**ENVIRONMENTAL LAW AND AUTHORITIES**

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

**FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION**

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

**COASTAL ZONE MANAGEMENT**

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

**SOLE SOURCE AQUIFERS**

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

**ENDANGERED SPECIES**

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

**WILD AND SCENIC RIVERS**

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

**AIR QUALITY**

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. §7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

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**FARMLAND PROTECTION**

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

**HUD ENVIRONMENTAL STANDARDS**

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

**ENVIRONMENTAL JUSTICE**

Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

**SUSPENSION AND DEBARMENT**

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

**OTHER REQUIREMENTS**

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

**ACQUISITION / RELOCATION**

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

**FAITH-BASED ACTIVITIES**

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141), as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations and HUD regulations at 24 C.F.R. 570.200(j).

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# SPECIAL CONDITIONS

If applicable to a Project or Activity, Subrecipient must comply with the following Special Conditions and any other State, Federal, or local laws, rules, and regulations as may be applicable, throughout the term of the Contract, prior to the release of any grant funds for the Projects or Activities anticipated.

Subrecipient is deemed to have read and to understand the requirements of each of the following, if applicable to the Project or any Activity under this Contract:

## A. REIMBURSEMENT, GENERALLY

As provided for in Public Law 115-123, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

## B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

1. Subrecipient must provide documentation which indicates they have received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.
2. When Activities specified in a Performance Statement involve structures that are located within Special Flood Hazard Areas (SFHA), flood insurance may be required. If required, Subrecipient shall obtain such insurance and shall maintain documentation evidencing compliance with such requirements.
3. Subrecipient acknowledges and agrees that if any property that is the subject of an Activity under this Contract is located within a floodplain, the following terms and conditions shall apply:
    a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001- 4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
        i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP"), or less than one (1) year has passed since the FEMA notification regarding such hazards; and
        ii. Where the community is participating in the NFIP, flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
    b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.
    c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 5154a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if:
        i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and
        ii. The person failed to obtain and maintain flood insurance.

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d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

## C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Subrecipient shall require and maintain copies, in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

## D. WATER SYSTEM IMPROVEMENTS

1. Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.

2. Prior to construction, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.

3. Prior to Subrecipient submission of the Project Completion Report for any water system improvements described in Attachment A, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290—Rules and Regulations for Public Water Systems.

## E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described, Subrecipient shall provide certification that the plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative and properly submitted to the Texas Commission on Environmental Quality (TCEQ) for review and approval in accordance with the administrative requirements of 30 TAC §217.6.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Subrecipient shall provide notification to the GLO of the start of construction on any sewer treatment plant or other system-related improvements included in this Contract.

## F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.

In addition, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served, has been issued by the TCEQ as required by 16 Texas Administrative Code Chapter 24, Subchapter H.

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## G. ON-SITE SEWAGE FACILITIES (OSSF) IMPROVEMENTS

1. Subrecipient shall provide documentation that final plans, specifications, and installation of its OSSF improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.
2. Subrecipient shall mitigate all existing OSSF in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b).
3. Prior to the selection of program recipients for proposed OSSF, Subrecipient shall provide a copy of its proposed program guidelines to for GLO review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285, Subchapter D.

## H. BUILDING CONSTRUCTION

Subrecipient shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) adopted under the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Chapter 68. If estimated construction costs exceed Fifty Thousand Dollars ($50,000.00), Construction Documents must be submitted to the TDLR for an accessibility plan review.

## I. BRIDGE CONSTRUCTION/REHABILITATION

Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction in accordance with Transportation Code Section 201.084, and documentation of such approval must be provided to the GLO.

## J. DISASTER SHELTERS

Subrecipient shall ensure that the primary purpose of the facility, as described in Attachment A, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition, Subrecipient shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Texas Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of Subrecipient's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

## K. DEBRIS REMOVAL

Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA

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Debris Management Guide, as amended, regarding the use of TDSR sites. This document may be obtained at FEMA Debris Monitoring Guide.

In order to maintain the life expectancy of landfills, Subrecipients disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

## L. USE OF BONDS

Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the project funded under this Contract.

## M. PROGRAM GUIDELINES

Prior to the selection of program beneficiaries, Subrecipient shall provide to the GLO, for GLO review and approval, a copy of its proposed guidelines for the program. The guidelines must meet or exceed to requirements in the Federal Registers. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

## N. AFFORDABILITY PERIODS FOR SINGLE-FAMILY HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

For single-family non-rental housing assistance provided by Subrecipient, Subrecipient shall implement a minimum* three-year affordability period during which the homeowner must occupy the home as a principal place of residence, guaranteed by an unsecured forgivable promissory note.

## O. UNSECURED FORGIVABLE PROMISSORY NOTE ("NOTE")

Housing rehabilitation or reconstruction assistance provided by Subrecipient shall be in the form of a three-year unsecured forgivable promissory note at an interest rate of zero-percent (0%). Provided that all terms and conditions contained in the Note continue to be fulfilled, a Note will be forgiven according to the following terms, as applicable, until the applicant fulfills their note requirement (the requirements are defined in the promissory note document): at a rate of 33 percent per year for the first two years, and 34 percent after the third year.

1. If the homeowner occupies the home for the full three-year term, the Note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred or vacated by the homeowner for any consecutive thirty (30) day period during the Note term, the repayment provisions of the Note shall be enforced.

2. If, during the Note term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by the program director, city council, or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and, in the case of a limited clientele project, the determination that the national objective of benefiting low to moderate-income persons was met.

3. For a limited clientele project, the national objective will be considered met only when the program director, city council, or county commissioners court determines that a low- to

* Subrecipient may establish a longer affordability period at its own discretion.

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moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. If the national objective was not achieved, Subrecipient is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the forgivable Note.

4. If property assisted under a limited clientele project is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the Note must be repaid by Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the Note or repayment of the assistance (in full or in part), Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.
5. Monitoring of the Note is required both during and after the grant is closed. Subrecipient must utilize non-CDBG funds to fulfill the monitoring obligations for its impacted recovered community.
6. Subrecipient will maintain a list of homeowners that do not maintain flood insurance as documented in their promissory note. These applicants will not be allowed to receive future assistance as outlined in Section B of this document.

## P. RENTAL HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

Rental housing rehabilitation, reconstruction, or new construction assistance will be provided in the form of a forgivable loan at zero interest or grant dependent on the applicable Federal Register notice, Action Plan, or Housing Guidelines. Provided all terms and conditions under which the assistance was provided are fulfilled by the applicant developer, the repayment of the loan or grant will be forgiven.

The purpose of the program is to facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of a disaster event in order to increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters. Dependent on the applicable Federal Register notice, Action Plan, or Housing Guidelines, a minimum of 51% of the multi-family units must be restricted during the affordability period of either fifteen (15) years (for rehabilitation/reconstruction) or twenty (20) years (for new construction) for low to moderate income (LMI) persons. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME rent limits are defined by HUD and published on an annual basis with adjustments for family size.

## Q. COASTAL MANAGEMENT

Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1175407

**Date Filed:**
06/13/2024

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Freese and Nichols, Inc.
Fort Worth, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
City of Freeport

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
Contract
Avenue F Pump Station

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Pence, Robert | Fort Worth, TX United States | X | |
| Coltharp, Brian | Fort Worth, TX United States | X | |
| Archer, Charles | Raleigh, NC United States | X | |
| Brown, Jessica | Fort Worth, TX United States | X | |
| Chambers, Robert | Fort Worth, TX United States | X | |
| Greer, Alan | Fort Worth, TX United States | X | |
| Hatley, Tricia | Oklahoma City, OK United States | X | |
| Payne, Jeff | Fort Worth, TX United States | X | |
| Reedy, Mike | Houston, TX United States | X | |

**5 Check only if there is NO Interested Party.** ☐

**6 UNSWORN DECLARATION**

My name is Pam Fordtran, and my date of birth is February 12, 1962.

My address is 800 N. Shoreline, Suite 1600N (street), Corpus Christi (city), TX (state), 78401 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Nueces County, State of Texas, on the 13th day of June (month), 20 24 (year).

Pam Fordtran

Signature of authorized agent of contracting business entity
(Declarant)

**Exhibit 1. MONTHLY STATUS REPORT**

| | |
|---|---|
| Grant Subrecipient: | Grant Number: |
| Date Submitted: | Reporting Period: |

Project Status and Notes:

_____
_____
_____
_____
_____
_____
_____
_____
_____

| | |
|---|---|
| Date of Last Inspection: | Name of Inspector: |

Inspection Description:

_____
_____
_____
_____
_____
_____
_____
_____

| | |
|---|---|
| ETA of COCC: | Amount Last Pay Request: |
| Date Last Pay Requst: | Status Last Pay Request: |

List of Subcontractors Onsite:

_____

_____

_____

| | |
|---|---|
| This report prepared by (name of Engineer) | |
| This report reviewed by (name of Grant Administrator | |

**This report may be e-mailed or faxed to the Grant Subrecipient*

979.233.3526 Fax 979.233.8867

1201 North Avenue H. Freeport, TX 77541

# City Council Agenda Item #[3.I]

**Title:** Discuss and Take Possible Action Regarding 2024-2025 Budget (Councilman Pena / Councilman Davis)

**Date:** January 21, 2025

**From:**

---

**Staff Recommendation:**

**Item Summary:**

**Background Information:**

**Special Considerations:**

**Financial Impact:**

**Board or 3rd Party Recommendation:**

**Supporting Documentation:**
None

979.233.3526 Fax 979.233.8867

1201 North Avenue H. Freeport, TX 77541

# City Council Agenda Item #[3.J]

**Title:** Discuss and Take Possible Action on Agenda Rules and Guidelines (Councilman Pena / Councilman Davis)

**Date:** January 21, 2025

**From:**

---

**Staff Recommendation:**

**Item Summary:**

**Background Information:**

**Special Considerations:**

**Financial Impact:**

**Board or 3rd Party Recommendation:**

**Supporting Documentation:**
None

# Human Resources Monthly Report

**Date:** January 13, 2025 **HR TEAM**: Donna Fisher/Genesis Martinez

## HR Services Team Priorities and Results for December 2024:

- **Welcomes and Well-wishes:**
  - **We are excited to welcome:**
    - **DeAlan Bowles – Maintenance Technician – Parks Department**

- **Training/Coaching/Performance Improvement:**
  - **Performance Issues Addressed:** We had zero (0) employee terminations for performance this month.

- **Employee Turnover/Recruiting/Hiring Progress**:
  - **Employee Turnover:** We had two (2) employee separations in December. One from the Golf Course and one from the Police Department
  - **Internal Transfers/Promotions:**
    - Nathan Curtis promoted from Patrol Officer to Code Officer Supervisor
    - Linda Fuentes transferred from Customer Service Clerk II - Water to Court Clerk
    - Ashlee Hurst promoted from Interim Finance Director to Finance Director
    - Joy Jacob promoted from Court Clerk to Special Assistant to Finance Director
  - **Recruiting:** Active recruiting searches include:
    - Part-time EMT
    - Firefighter/EMT – Full and Part Time
    - Patrol Officer
    - Patrol Sergeant
    - Police Lieutenant
    - Police Detective
    - Part-time Crossing Guard
    - Building Maintenance Lead Technician
    - Pro Shop Attendant – Part-Time
    - Recreation Attendant – Recreation Center
  - **Recruiting Sources** include: City website, The Facts Online, Texas Municipal League, Strategic Government Resources, Workforce Solutions, Industry-specific organizations, Community College programs for maintenance and Police, social media, and networking.

- **Risk Management and Insurance Updates:**
  - **Unemployment Claims:** We had zero (0) unemployment appeals during the month of December.
  - **Workers Compensation Claims:** We had three (3) active Workers Comp. claims in December.
  - **Family & Medical Leave Cases (FMLA)-** We had one (1) active FMLA case in December.

- **Training/Development:** Assigned Sexual Harassment and Ethics training to new hires.
- **Recruiting:** Ms. Fisher participated in the interview panel for the Code Officer Supervisor position.

## Priorities for January:

- **Training/Development** – Follow up on Sexual Harassment and Ethics training assigned to new hires. Ms. Fisher and Ms. Martinez are registered for the Olson & Olson Local Government Seminar on January 30.
- **Benefits and Payroll** – Work with benefits consultant to transfer HRA balances from Cigna to Surency. Prepare and file quarterly unemployment report with Texas Workforce Commission. Prepare quarterly 941 tax report and forward to Finance. Prepare and distribute W-2 forms.

FREEPORT POLICE DEPARTMENT
430 N. Brazosport Blvd • Freeport, TX 77541 • 979.239.1211 • Fax 979.239.2075

Danny Gillchriest
Captain

Jennifer Howell
Chief of Police

Corey Brinkman
Lieutenant

# DECEMBER 2024 REPORT

## I. CALLS FOR SERVICE

1928 calls for service were reported for the month.
Zuercher Records Management System (RMS) reports to follow.

## II. INCIDENTS

127 cases were reported for the month.
Zuercher Records Management System (RMS) reports to follow.

## III. TRAFFIC CONTACTS

347 traffic stops were reported for the month.
Zuercher Records Management System (RMS) reports to follow.

## IV. ANIMAL CONTROL

142 animal control calls reported for the month.
Shelter intake: 76 dogs and 11 cats

## V. CODE ENFORCEMENT

86 code enforcement violations reported for the month.
Citizen Serve report to follow.

## VI. TRAINING

Training performed in accordance with the Texas Commission on Law Enforcement (TCOLE).
All sworn personnel took Taser and OC Spray recertification course.

- Various training during the month for the department 228 hours.

## VII. COMMUNITY EVENTS

The police department participated in the following events for this month:

- December 7th Blue Santa Pancake Breakfast
- December 10th & 11th Blue Santa First Responder Parade
  December 13th Holiday on the Brazos

The following are upcoming events:

- January 16th Senior Bingo
- January 18th MLK Banquet
- January 20th MLK Parade and Festival
- January 22nd Quarterly Apartment Meet

## VIII. COMPLAINTS and COMPLIMENTS

Complaints that Code Enforcement being too intimidating being with police department. Several citizens were spoken to and met with to explain the change in direction of code and their new direction as they moved under the police department.

Complaint that an officer was rude. Video was reviewed and was unfounded.

Multiple compliments over staff work on the Blue Santa and Silver Belles and Beaus stores.

## IX. STAFFING

DISPATCHERS:
We are full staff.

JAILERS:
We are full staff.

ACOS:
We are full staff.

CODE ENFORCEMENT:
We are full staff.

CROSSING GUARDS:
We have 1 opening.

POLICE OFFICERS:
We have 2 opening in patrol.

PROMOTIONS:
An assessment center was held for the Code Enforcement Supervisor position. After a three-part process was performed, Officer Nathan Curtis was selected. He transferred into this position from patrol mid-December and has began his new role.

SPECIAL ANNOUNCEMENTS:
FPD Charitable Organization helped 430 children through the Blue Santa Program and 113 senior citizens through the Silver Belles and Beaus Program for Christmas.

# Freeport Police Department

Monthly Call For Service CC

Printed on January 13, 2025

| Description | | Totals |
|---|---|---|
| 911 CALL | 53 | 53 |
| 911 HANG UP | 25 | 25 |
| ABANDONED VEHICLE | 5 | 5 |
| ALARM - BUSINESS | 25 | 25 |
| ALARM - HOLD UP | 4 | 4 |
| ALARM - MEDICAL | 3 | 3 |
| ALARM - RESIDENTIAL | 3 | 3 |
| AMBULANCE CALL - FREEPORT | 136 | 136 |
| AMBULANCE CALL - OYSTER CREEK | 12 | 12 |
| AMBULANCE CALL - SURFSIDE | 20 | 20 |
| ANIMAL BITE | 4 | 4 |
| ANIMAL CONTROL - GENERAL | 136 | 136 |
| ANIMAL CONTROL - PENDING | 2 | 2 |
| ASSAULT | 3 | 3 |
| ATTEMPT TO SERVE - WARRANT | 1 | 1 |
| AUTO THEFT | 2 | 2 |
| BAR CHECK | 20 | 20 |
| BEACH PATROL | 3 | 3 |
| BROADCAST | 11 | 11 |
| CHECKED OUT | 4 | 4 |
| CIVIL MATTER | 8 | 8 |
| CIVIL STANDBY | 2 | 2 |
| CLERK CHECK | 76 | 76 |
| CLOSE PATROLLING AREA | 308 | 308 |
| CLOSE PATROL REQUEST | 2 | 2 |
| CODE ENFORCEMENT | 112 | 112 |
| COURTESY TRANSPORT | 1 | 1 |
| CPS RELATED INVESTIGATION | 11 | 11 |
| CRASH - FLEET | 1 | 1 |
| CRASH - HIT & RUN | 6 | 6 |
| CRASH - MAJOR | 1 | 1 |
| CRASH - MINOR | 18 | 18 |
| CRIMINAL MISCHIEF | 6 | 6 |
| CRIMINAL TRESPASSING | 1 | 1 |
| DEATH INVESTIGATION | 1 | 1 |
| DEBRIS IN ROADWAY | 6 | 6 |
| DISCHARGE FIREARM | 5 | 5 |
| DISTURBANCE PHYSICAL | 15 | 15 |
| DISTURBANCE VERBAL | 19 | 19 |
| DISTURBANCE WEAPONS | 1 | 1 |
| DRIVING WHILE INTOXICATED | 1 | 1 |
| Duplicate Call | 2 | 2 |

| Description | | Totals |
|---|---|---|
| FIRE - ALARM | 10 | 10 |
| FIRE CALL | 12 | 12 |
| FIREWORKS | 9 | 9 |
| FLAGGED DOWN | 4 | 4 |
| FOLLOW UP | 30 | 30 |
| FOUND PROPERTY | 5 | 5 |
| FRAUD | 4 | 4 |
| GAS/CHEMICAL RELEASE | 2 | 2 |
| HARASSMENT | 3 | 3 |
| HOSPICE DEATH | 3 | 3 |
| INCIDENT REPORT | 7 | 7 |
| INSPECTION | 7 | 7 |
| JAIL CHECK | 2 | 2 |
| JAIL DUTY | 4 | 4 |
| JAIL INSPECTION | 39 | 39 |
| JUVENILE COMPLAINTS | 9 | 9 |
| LOST ARTICLE/PROPERTY | 3 | 3 |
| MENTAL HEALTH CALL/REFERAL | 2 | 2 |
| MISCELLANEOUS | 26 | 26 |
| MISSING JUVENILE | 2 | 2 |
| MOTORIST ASSIST | 17 | 17 |
| NARCOTICS COMPLAINT | 3 | 3 |
| NOISE COMPLAINT | 14 | 14 |
| OPEN DOOR/WINDOW | 1 | 1 |
| OTHER AGENCY ASSIST | 9 | 9 |
| PARKING VIOLATION | 3 | 3 |
| POLICE ESCORT | 1 | 1 |
| PRISONER TRANSPORT | 19 | 19 |
| PUBLIC INTOXICATION | 2 | 2 |
| RECKLESS DRIVER | 12 | 12 |
| RECOVER RUNAWAY | 2 | 2 |
| REPORT DROPPED IN ERROR | 13 | 13 |
| REPOSESSION VEHICLE | 8 | 8 |
| RUNAWAY | 5 | 5 |
| SEX OFFENDER REGISTRATION | 1 | 1 |
| SPEAK WITH OFFICER | 39 | 39 |
| SPECIAL ASSIGNMENT | 8 | 8 |
| SPECIAL WATCH | 5 | 5 |
| SUBJECT CONTACT | 26 | 26 |
| SUSPICIOUS CIRCUMSTANCE | 35 | 35 |
| SUSPICIOUS NOISE | 5 | 5 |
| SUSPICIOUS SUBJECT | 28 | 28 |
| SUSPICIOUS VEHICLE | 32 | 32 |
| TERRORISTIC THREATS | 2 | 2 |
| THEFT | 13 | 13 |
| TOWED VEHICLE | 1 | 1 |

| Description | | Totals |
|---|---|---|
| TRAFFIC COMPLAINT | 13 | 13 |
| TRAFFIC STOP | 285 | 285 |
| UNWANTED SUBJECT | 19 | 19 |
| WARRANT CLASS B OR ABOVE | 3 | 3 |
| WARRANT MUNICIPAL | 1 | 1 |
| WATER / STREET DEPT CALLOUT | 16 | 16 |
| WELFARE CONCERN | 15 | 15 |
| | 14 | 14 |
| **Totals** | 1928 | 1928 |

# Freeport Police Department

Monthly Incidents CC

Printed on January 13, 2025

| Reported | Case Number | Offenses | Description |
|---|---|---|---|
| 12/02/24 | FPD24-1512 | OBSTRUCTING TRAFFIC | MOTORIST ASSIST |
| 12/02/24 | FPD24-1513 | FRAUD - GENERAL | FRAUD |
| 12/03/24 | FPD24-1515 | INCIDENT REPORT | ANIMAL CONTROL - GENERAL |
| 12/03/24 | FPD24-1514 | INCIDENT REPORT | CRASH - FLEET |
| 12/03/24 | FPD24-1516 | CRIMINAL TRESPASS | SUSPICIOUS SUBJECT |
| 12/03/24 | FPD24-1517 | | HARASSMENT |
| 12/03/24 | FPD24-1518 | RESIST ARREST SEARCH OR | ASSAULT |
| 12/04/24 | FPD24-1519 | INCIDENT REPORT | DISTURBANCE WEAPONS |
| 12/04/24 | FPD24-1520 | CAPIAS WARRANT | SUSPICIOUS CIRCUMSTANCE |
| 12/04/24 | FPD24-1521 | CAPIAS WARRANT | PRISONER TRANSPORT |
| 12/05/24 | FPD24-1522 | FAIL TO REMAIN AND REPORT | CRASH - HIT & RUN |
| 12/05/24 | FPD24-1523 | CRIMINAL MISCHIEF >=$750<$2,500 | CRIMINAL MISCHIEF |
| 12/05/24 | FPD24-1524 | CAPIAS WARRANT | PRISONER TRANSPORT |
| 12/05/24 | FPD24-1525 | CITY WARRANT | TRAFFIC STOP |
| 12/06/24 | FPD24-1526 | OTHER JURISDICTION WARRANT | WELFARE CONCERN |
| 12/06/24 | FPD24-1527 | NO DRIVER'S LICENSE | TRAFFIC STOP |
| 12/06/24 | FPD24-1528 | POSSESSION OF DRUG | TRAFFIC STOP |
| 12/06/24 | FPD24-1529 | INCIDENT REPORT | INCIDENT REPORT |
| 12/06/24 | FPD24-1530 | CITY WARRANT | TRAFFIC STOP |
| 12/07/24 | FPD24-1531 | CRIMINAL MISCHIEF >=$100<$750 | CRIMINAL MISCHIEF |
| 12/07/24 | FPD24-1532 | DISPLAY WRONG LICENSE PLATE | TRAFFIC STOP |
| 12/07/24 | FPD24-1533 | INCIDENT REPORT | UNWANTED SUBJECT |
| 12/08/24 | FPD24-1534 | PUBLIC INTOXICATION | PUBLIC INTOXICATION |
| 12/08/24 | FPD24-1535 | INCIDENT REPORT | MISSING JUVENILE |
| 12/08/24 | FPD24-1536 | CITY WARRANT; FAILED TO | TRAFFIC STOP |
| 12/08/24 | FPD24-1537 | CRIMINAL MISCHIEF >=$100<$750 | CRIMINAL MISCHIEF |
| 12/08/24 | FPD24-1538 | CAPIAS WARRANT | UNWANTED SUBJECT |
| 12/08/24 | FPD24-1539 | INTERFER W/EMERGENCY CALL; | DISTURBANCE PHYSICAL |
| 12/09/24 | FPD24-1540 | OTHER JURISDICTION WARRANT | TRAFFIC STOP |
| 12/09/24 | FPD24-1541 | RESIST ARREST SEARCH OR | 911 CALL |
| 12/09/24 | FPD24-1542 | THEFT PROP >=$100<$750 | THEFT |
| 12/09/24 | FPD24-1543 | DRIVING WHILE INTOXICATED 2ND | TRAFFIC STOP |
| 12/10/24 | FPD24-1544 | | CRASH - HIT & RUN |
| 12/10/24 | FPD24-1545 | CAPIAS WARRANT | PRISONER TRANSPORT |
| 12/10/24 | FPD24-1546 | INCIDENT REPORT | PRISONER TRANSPORT |
| 12/11/24 | FPD24-1547 | OPEN CONTAINER; POSSESSION | TRAFFIC STOP |
| 12/11/24 | FPD24-1548 | INCIDENT REPORT | ANIMAL BITE |
| 12/11/24 | FPD24-1549 | THEFT PROP >=$2,500<$30K | THEFT |
| 12/11/24 | FPD24-1550 | UNAUTH USE OF VEHICLE | UNAUTH USE OF A VEHICLE |
| 12/12/24 | FPD24-1551 | CAPIAS WARRANT | PRISONER TRANSPORT |
| 12/12/24 | FPD24-1552 | INCIDENT REPORT | SPEAK WITH OFFICER |
| 12/13/24 | FPD24-1553 | DRIVING WHILE INTOXICATED 2ND | 911 CALL |
| 12/13/24 | FPD24-1554 | DRIVING WHILE INTOXICATED | TRAFFIC STOP |

| Reported | Case Number | Offenses | Description |
|---|---|---|---|
| 12/13/24 | FPD24-1555 | ILLEGAL DUMPING | CODE ENFORCEMENT |
| 12/13/24 | FPD24-1556 | CAPIAS WARRANT | PRISONER TRANSPORT |
| 12/13/24 | FPD24-1557 | INCIDENT REPORT | 911 CALL |
| 12/14/24 | FPD24-1558 | INCIDENT REPORT | RUNAWAY |
| 12/14/24 | FPD24-1559 | PUBLIC INTOXICATION | SUSPICIOUS SUBJECT |
| 12/14/24 | FPD24-1560 | AGG ASSAULT | UNWANTED SUBJECT |
| 12/14/24 | FPD24-1561 | OTHER JURISDICTION WARRANT; | TRAFFIC STOP |
| 12/14/24 | FPD24-1562 | ASSAULT BY PHYSICAL CONTACT | DISTURBANCE PHYSICAL |
| 12/15/24 | FPD24-1563 | RESIST ARREST SEARCH OR | BAR CHECK |
| 12/15/24 | FPD24-1564 | DRIVING WHILE INTOXICATED | SUSPICIOUS SUBJECT |
| 12/15/24 | FPD24-1565 | INCIDENT REPORT | DISTURBANCE PHYSICAL |
| 12/15/24 | FPD24-1566 | FRAUD - GENERAL | FRAUD |
| 12/15/24 | FPD24-1567 | CRIMINAL MISCHIEF >=$750<$2,500 | CRIMINAL MISCHIEF |
| 12/15/24 | FPD24-1568 | ASSAULT CAUSES BODILY INJ; | DISTURBANCE PHYSICAL |
| 12/16/24 | FPD24-1569 | CRIMINAL MISCHIEF >=$750<$2,500 | CRIMINAL MISCHIEF |
| 12/16/24 | FPD24-1570 | PUBLIC INTOXICATION | SUSPICIOUS CIRCUMSTANCE |
| 12/16/24 | FPD24-1574 | INCIDENT REPORT | ANIMAL BITE |
| 12/16/24 | FPD24-1571 | BURGLARY OF VEHICLE - theft from | THEFT |
| 12/16/24 | FPD24-1572 | DUTY ON STRIKING UNATTENDED | CRASH - HIT & RUN |
| 12/17/24 | FPD24-1573 | INCIDENT REPORT | RUNAWAY |
| 12/17/24 | FPD24-1575 | | FOUND PROPERTY |
| 12/17/24 | FPD24-1576 | INCIDENT REPORT | LOST ARTICLE/PROPERTY |
| 12/17/24 | FPD24-1577 | THEFT CLASS C | THEFT |
| 12/17/24 | FPD24-1578 | CPS/APS REFERRAL | AMBULANCE CALL - FREEPORT |
| 12/18/24 | FPD24-1579 | POSSESSION OF DRUG | SUSPICIOUS SUBJECT |
| 12/18/24 | FPD24-1580 | INCIDENT REPORT | SPEAK WITH OFFICER |
| 12/18/24 | FPD24-1581 | DEATH INVESTIGATION | DEATH INVESTIGATION |
| 12/19/24 | FPD24-1582 | ASSAULT CAUSES BODILY INJURY | DISTURBANCE VERBAL |
| 12/19/24 | FPD24-1584 | CAPIAS WARRANT | TRAFFIC STOP |
| 12/19/24 | FPD24-1583 | | TRAFFIC STOP |
| 12/19/24 | FPD24-1585 | FRAUD - GENERAL | FRAUD |
| 12/20/24 | FPD24-1586 | INCIDENT REPORT | RUNAWAY |
| 12/20/24 | FPD24-1624 | VIOL BOND/PROTECTIVE ORDER | SPECIAL WATCH |
| 12/20/24 | FPD24-1587 | GRAFFITI PECUNIARY LOSS | CRIMINAL MISCHIEF |
| 12/21/24 | FPD24-1588 | FAILED TO SIGNAL LANE CHANGE; | TRAFFIC STOP |
| 12/21/24 | FPD24-1589 | POSSESSION OF DRUG | TRAFFIC STOP |
| 12/21/24 | FPD24-1590 | POSS CS PG 1/1-B >=4G<200G; | AUTO THEFT |
| 12/22/24 | FPD24-1591 | PUBLIC INTOXICATION | ASSAULT |
| 12/22/24 | FPD24-1592 | CAPIAS WARRANT | SUBJECT CONTACT |
| 12/22/24 | FPD24-1593 | THEFT PROP >=$100<$750; | THEFT |
| 12/22/24 | FPD24-1594 | AGG ASSAULT W/DEADLY | DISTURBANCE PHYSICAL |
| 12/23/24 | FPD24-1595 | ASSAULT CAUSES BODILY INJURY | ASSAULT |
| 12/23/24 | FPD24-1596 | DRIVING WHILE INTOXICATED | SUSPICIOUS SUBJECT |
| 12/23/24 | FPD24-1597 | DEATH INVESTIGATION | HOSPICE DEATH |
| 12/23/24 | FPD24-1598 | INCIDENT REPORT | ANIMAL CONTROL - GENERAL |
| 12/23/24 | FPD24-1599 | POSSESSION OF DRUG | TRAFFIC STOP |
| 12/23/24 | FPD24-1600 | CITY WARRANT | TRAFFIC STOP |

| Reported | Case Number | Offenses | Description |
|---|---|---|---|
| 12/23/24 | FPD24-1601 | UNAUTH USE OF VEHICLE | AUTO THEFT |
| 12/24/24 | FPD24-1602 | PUBLIC INTOXICATION | UNWANTED SUBJECT |
| 12/24/24 | FPD24-1603 | | REPORT DROPPED IN ERROR |
| 12/24/24 | FPD24-1604 | INCIDENT REPORT | FOUND PROPERTY |
| 12/24/24 | FPD24-1605 | FLEEING POLICE OFFICER; RESIST | RECKLESS DRIVER |
| 12/25/24 | FPD24-1606 | THEFT PROP >=$100<$750 | THEFT |
| 12/25/24 | FPD24-1607 | INCIDENT REPORT | ANIMAL BITE |
| 12/26/24 | FPD24-1608 | INCIDENT REPORT | ABANDONED VEHICLE |
| 12/26/24 | FPD24-1613 | INCIDENT REPORT | ANIMAL BITE |
| 12/26/24 | FPD24-1609 | CRIMINAL MISCHIEF | THEFT |
| 12/26/24 | FPD24-1610 | POSSESSION OF DRUG | SUSPICIOUS SUBJECT |
| 12/27/24 | FPD24-1611 | CITY WARRANT | TRAFFIC STOP |
| 12/27/24 | FPD24-1612 | INCIDENT REPORT | MENTAL HEALTH CALL/REFERAL |
| 12/27/24 | FPD24-1614 | ILLEGAL DUMPING >1000LBS OR | CODE ENFORCEMENT |
| 12/27/24 | FPD24-1615 | INCIDENT REPORT | RUNAWAY |
| 12/27/24 | FPD24-1616 | AGG ASSAULT W/DEADLY | DISTURBANCE PHYSICAL |
| 12/28/24 | FPD24-1617 | | REPORT DROPPED IN ERROR |
| 12/28/24 | FPD24-1618 | INCIDENT REPORT | PRISONER TRANSPORT |
| 12/28/24 | FPD24-1619 | CAPIAS WARRANT | TRAFFIC STOP |
| 12/28/24 | FPD24-1620 | CITY WARRANT | TRAFFIC STOP |
| 12/28/24 | FPD24-1621 | CAPIAS WARRANT | TRAFFIC STOP |
| 12/28/24 | FPD24-1622 | CITY WARRANT | TRAFFIC STOP |
| 12/29/24 | FPD24-1623 | PUBLIC INTOXICATION | BAR CHECK |
| 12/29/24 | FPD24-1625 | INCIDENT REPORT | WELFARE CONCERN |
| 12/29/24 | FPD24-1626 | INTERFER W/EMERGENCY CALL; | 911 CALL |
| 12/29/24 | FPD24-1627 | INCIDENT REPORT | HOSPICE DEATH |
| 12/30/24 | FPD24-1628 | DRIVING WHILE INTOXICATED | TRAFFIC STOP |
| 12/30/24 | FPD24-1629 | | SEX OFFENDER REGISTRATION |
| 12/30/24 | FPD24-1632 | INCIDENT REPORT | WELFARE CONCERN |
| 12/30/24 | FPD24-1630 | CITY WARRANT | TRAFFIC STOP |
| 12/30/24 | FPD24-1631 | INCIDENT REPORT | FOUND PROPERTY |
| 12/30/24 | FPD24-1633 | OTHER JURISDICTION WARRANT | SUBJECT CONTACT |
| 12/30/24 | FPD24-1634 | THEFT OF FIREARM | THEFT |
| 12/30/24 | FPD24-1635 | PUBLIC INTOXICATION | PUBLIC INTOXICATION |
| 12/31/24 | FPD24-1636 | ACCIDENT INVOLVING DAMAGE TO | CRASH - HIT & RUN |
| 12/31/24 | FPD24-1637 | INCIDENT REPORT | INCIDENT REPORT |
| 12/31/24 | FPD24-1638 | FAILURE TO APPEAR | WARRANT MUNICIPAL |

**Total Records: 127**

# Freeport Police Department

Monthly Traffic Stops CC

Printed on January 13, 2025

| Descriptions | | Totals |
|---|---|---|
| Arrest | 29 | 29 |
| Arrest; Report Taken | 6 | 6 |
| Arrest; Vehicle Towed | 2 | 2 |
| Citation Issued | 98 | 98 |
| Citation Issued ; Report Taken | 6 | 6 |
| Disregard / Event Cancelled | 1 | 1 |
| Handled By Officer / Deputy | 5 | 5 |
| Report Taken; Arrest; Vehicle Towed | 2 | 2 |
| Transport Made/Escort Given | 2 | 2 |
| Written Warning Issued | 196 | 196 |
| **Totals** | 347 | 347 |

# Violation List (Custom)

**Open From Date:** 12/01/2024
**Open To Date:** 12/31/2024
**Show Address:** N
**Exclude PattiFoster Files:** Y

| File# | Violation | Open Date | Status |
|---|---|---|---|
| 24-003309 | Window, skylight and door frames | 12/02/2024 | Closed |
| 24-003309 | Doors | 12/02/2024 | Closed |
| 24-003309 | Building security | 12/02/2024 | Closed |
| 24-003281 | Growth or accumulation of weeds, rubbish, and the like. | 12/09/2024 | Open |
| 24-003281 | Neglected Premises | 12/09/2024 | Open |
| 24-003281 | Sidewalks, Alleys and Unpaved Right-of-Ways | 12/09/2024 | Open |
| 24-003281 | Growth or accumulation of weeds, rubbish, and the like. | 12/09/2024 | Open |
| 24-003281 | Neglected Premises | 12/09/2024 | Open |
| 24-003281 | Sidewalks, Alleys and Unpaved Right-of-Ways | 12/09/2024 | Open |
| 24-003296 | Neglected Premises | 12/09/2024 | Open |
| 24-003296 | Recreational Vehicles outside licensed RV park | 12/09/2024 | Open |
| 24-003296 | Motor Vehicles/Inoperable/Unlicensed | 12/09/2024 | Open |
| 24-003296 | Motor Vehicles/Inoperable/Unlicensed | 12/09/2024 | Open |
| 24-003359 | Neglected Premises | 12/09/2024 | Open |
| 24-003361 | Growth or accumulation of weeds, rubbish, and the like. | 12/09/2024 | Closed |
| 24-003361 | Neglected Premises | 12/09/2024 | Closed |
| 24-003363 | Residential - Permits Required | 12/09/2024 | Closed |
| 24-003367 | Residential - Permits Required | 12/09/2024 | Closed |
| 24-003381 | Draining and removal of oil, gas and other flammable liquids | 12/10/2024 | Open |
| 24-003381 | Prohibited storage | 12/10/2024 | Open |
| 24-003381 | Prohibited repair, assembly or disassembly of motor vehicle | 12/10/2024 | Open |
| 24-003386 | Junked vehicles | 12/11/2024 | Open |
| 24-003386 | Neglected Premises | 12/11/2024 | Open |
| 24-003386 | Disposal of garbage | 12/11/2024 | Open |
| 24-003388 | Junked vehicles | 12/11/2024 | Closed |
| 24-003388 | Disposal of garbage | 12/11/2024 | Closed |
| 24-003284 | Growth or accumulation of weeds, rubbish, and the like. | 12/12/2024 | Closed |
| 24-003284 | Neglected Premises | 12/12/2024 | Closed |
| 24-003357 | Growth or accumulation of weeds, rubbish, and the like. | 12/16/2024 | Open |
| 24-003357 | Neglected Premises | 12/16/2024 | Open |

| | | | |
|---|---|---|---|
| 24-003433 | Residential - Permits Required | 12/17/2024 | Closed |
| 24-003434 | Disposal of rubbish | 12/17/2024 | Open |
| 24-003434 | Disposal of garbage | 12/17/2024 | Open |
| 24-003434 | Disposal of rubbish | 12/17/2024 | Open |
| 24-003434 | Disposal of garbage | 12/17/2024 | Open |
| 24-003435 | Disposal of garbage | 12/17/2024 | Open |
| 24-003439 | Disposal of garbage | 12/18/2024 | Open |
| 24-003282 | Neglected Premises | 12/19/2024 | Open |
| 24-003282 | Sidewalks, Alleys and Unpaved Right-of-Ways | 12/19/2024 | Open |
| 24-003457 | Junked vehicles | 12/20/2024 | Closed |
| 24-003457 | Parking for more than 48 hours Prohibited | 12/20/2024 | Closed |
| 24-003457 | Motor Vehicles/Inoperable/Unlicensed | 12/20/2024 | Closed |
| 24-003459 | Residential - Permits Required | 12/23/2024 | Closed |
| 24-003460 | Junked vehicles | 12/23/2024 | Closed |
| 24-003460 | Parking for more than 48 hours Prohibited | 12/23/2024 | Closed |
| 24-003460 | Motor Vehicles/Inoperable/Unlicensed | 12/23/2024 | Closed |
| 24-003461 | Prohibited repair, assembly or disassembly of motor vehicle | 12/23/2024 | Open |
| 24-003466 | Disposal of garbage | 12/26/2024 | Open |
| 24-003467 | Residential Parking - Hard Surface | 12/26/2024 | Closed |
| 24-003467 | Neglected Premises | 12/26/2024 | Closed |
| 24-003467 | Premises Identification | 12/26/2024 | Closed |
| 24-003467 | Disposal of garbage | 12/26/2024 | Closed |
| 24-003468 | Neglected Premises | 12/26/2024 | Open |
| 24-003468 | Accumulation of rubbish or garbage | 12/26/2024 | Open |
| 24-003469 | Junked vehicles | 12/26/2024 | Closed |
| 24-003472 | Residential - Permits Required | 12/26/2024 | Open |
| 24-003473 | Residential - Permits Required | 12/26/2024 | Closed |
| 24-001147 | General - Water System Required | 12/27/2024 | Open |
| 24-003478 | Junked vehicles | 12/27/2024 | Closed |
| 24-003480 | Junked vehicles | 12/27/2024 | Closed |
| 24-003481 | Junked vehicles | 12/27/2024 | Closed |
| 24-003482 | Junked vehicles | 12/27/2024 | Closed |
| 24-003483 | Junked vehicles | 12/27/2024 | Closed |
| 24-003484 | Junked vehicles | 12/27/2024 | Closed |
| 24-003479 | Parking for more than 48 hours Prohibited | 12/27/2024 | Closed |
| 24-003490 | Junked vehicles | 12/27/2024 | Closed |

| | | | |
|---|---|---|---|
| 24-003491 | Junked vehicles | 12/27/2024 | Closed |
| 24-003492 | Junked vehicles | 12/27/2024 | Closed |
| 24-003494 | Junked vehicles | 12/27/2024 | Closed |
| 24-003495 | Junked vehicles | 12/27/2024 | Closed |
| 24-003496 | Junked vehicles | 12/27/2024 | Closed |
| 24-003506 | Junked vehicles | 12/30/2024 | Open |
| 24-003506 | Residential Parking - Hard Surface | 12/30/2024 | Open |
| 24-003506 | Construction sites to be kept clean | 12/30/2024 | Open |
| 24-003506 | Neglected Premises | 12/30/2024 | Open |
| 24-003506 | Recreational Vehicle Park - RVs Only | 12/30/2024 | Open |
| 24-003506 | Recreational Vehicles outside licensed RV park | 12/30/2024 | Open |
| 24-003504 | Junked vehicles | 12/30/2024 | Open |
| 24-003504 | Residential Parking - Hard Surface | 12/30/2024 | Open |
| 24-003504 | Neglected Premises | 12/30/2024 | Open |
| 24-003501 | Recreational Vehicles outside an RV park | 12/30/2024 | Open |
| 24-003501 | Residential Parking - Hard Surface | 12/30/2024 | Open |
| 24-003501 | Neglected Premises | 12/30/2024 | Open |
| 24-003501 | Recreational Vehicle Park - RVs Only | 12/30/2024 | Open |
| 24-003502 | Recreational Vehicle Park - RVs Only | 12/31/2024 | Closed |
| 24-003502 | Recreational Vehicles outside licensed RV park | 12/31/2024 | Closed |
| | | **Total Violations** | 86 |

*CITY OF FREEPORT*
***FREEPORT FIRE & EMS DEPARTMENT***
*131 East 4th Street*
*Freeport, Texas 77541*
*Phone (979) 233-2111*
*Fax (979) 233-4103*

Christopher Motley
Chief / EMC

Mike Praslicka
Deputy Chief
EMS Coordinator

Micheal Dumas
Deputy Chief
Fire Marshal

To: Mr. Lance Petty, City Manager

From: Christopher D. Motley, Fire Chief

Date: October 21, 2024

Re: September 2024

Response alarms:

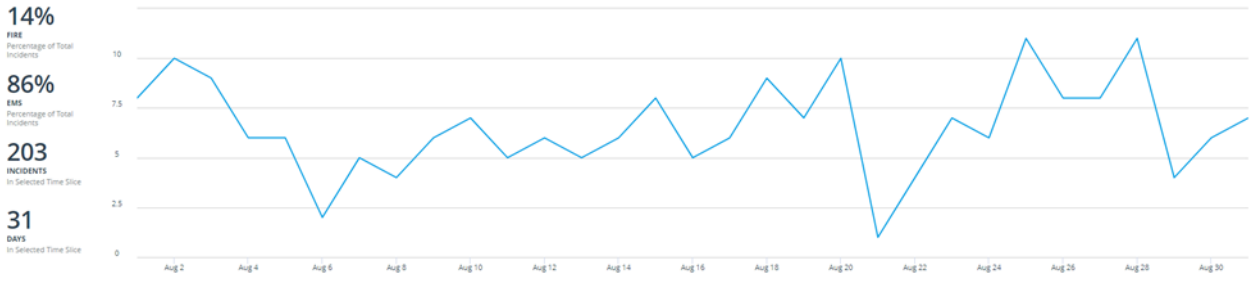
| | |
|---|---|
| Fire - | 24 |
| EMS - | 173 |
| Total - | 194 |

Significant Events:

Air Ambulance transport: 2
Mutual Aid Request: EMS response: 5 FIRE 1
Mutual aid given to other cities to cover EMS response: 0 FIRE 0
Two EMS units working calls at the same time: 30
Three working EMS alarms: 5
Four working EMS alarms: 0
Five working EMS alarms: 0
Transport rate: 63**%**

Structure Fires: 1219 North Brazosport BLVD

September 2024 Call Volume. Trend Lines Report with a moving average from 2 to 11 incidents.




Infrastructure:

| | |
|---|---|
| Station #2: | Underground electrical conduit is complete. Potable water bid has been award and scheduled for install |
| Engine 901: | Pending annual pump test. Engine 901 is running and placed in in reserve status with limited use due electronic controls response to the driver operator. |

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Christopher Motley
Chief / EMC

Mike Praslicka
Deputy Chief
EMS Coordinator

Micheal Dumas
Deputy Chief
Fire Marshal

Emergency Management: Hurricane Beryl strike the Freeport area. City wide response to storm and recovery operations to the City of Freeport. Primary of Fire/EMS was addressing debris removal and the TDMS for vegetative burning in conjunction of Public Works.
Port Freeport/Freeport Fire & Police Interoperability Agreement approved on May 6, 2024. Pending confirmation on existing purchase order is still funded pending approval from Finance Dept.

FEMA meeting on Hurricane Beryl DR4798-TX for reimbursement

Mitigation Grants: No Report.

Grants: Wildland Vehicle, and Firefighting Equipment. Award fall of 2024 Texas forestry Grant: Award Large Truck Chassis: $100,000. Meet with several donors and budget discussion with three politically subdivisions. The response was no. At this time, the department will need to forfeit this grant opportunity.

FEMA AFG radio grant update: Pending radio tower installation of antennas and VHF repeater on Port Freeport radio tower. Identifying radio frequencies for radio plug code.

Personnel:

Staffing:
Fire Fighter Vacancy: Two (Full-time)
Fire Fighter Vacancy: Five (Part-time)
EMS Vacancy: One (Part-time).
Applications Received: Full-time: 1 Part-time: 1
*Note that most applicants do not hold state certification.
Employee PAT test: Scheduled 1
Interviews: 3
Backgrounds: In progress: 1 complete: Pass: 1 Fail: 0
Job Offers: 1
Notice of Resignation: FF Cagle
Employee of the Month: Lt. Kris Vierra

Injuries: None

Events: Kidfest
Brazos port High School Bonfire & Parade

# Information Technology Monthly Report

- Improved Blueprint Software capabilities for Fire Department and Building & Code Departments.
- New City Server Backup and Recovery system online.
- Automated Park Security Camera Notifications
- Updated FD and Building Software for blueprint and plan updating.
- Replacement Firewalls to replace end of life devices with 3 years of service acquired at zero hardware cost

## Upcoming Projects

- Additional Park Security Devices
- Improved Golf Network infrastructure
- Firewall refresh for End of Life (EOL) devices FY25
- Server Refresh full deploy and upgrade.
- City Hall Server Room safety and performance Upgrades
- Network and Security improvements at Rec Center
- Website full redesign
- IT Grant opportunities
- Improved Ticket reporting

DECEMBER 2024

# Closed Ticket 31 days by Category Only

**Description:**
**Category:** Service Desk
**Server Hostname:** support.0cwrseesmgcerdzoaboqdri0wg.bx.internal.cloudapp.net
**Generated:** 01/01/2025 01:00:17

| Category | Total Closed Tickets |
|---|---|
| Hardware::Computer::Laptop | 1 |
| Hardware::Printer::Copier | 2 |
| Other | 5 |
| Software::Install | 1 |
| Software::Issue | 5 |
| Website::Change or Upload | 4 |

01/01/2025

# Your Business Profile report with 363 interactions* last month

Google

See how Freeport City Hall at 1201 North Avenue H, Freeport, TX 77541 performed in December 2024 compared to the previous month.

## Your performance at a glance

**192**
calls
**-17%**

**88**
people asked for directions
**+8%**

**83**
website visits from profile
**+2%**

**449**
profile views
**-15%**

**79**
searches
**-10%**

**An interaction is when a customer calls, makes a booking, is sent to your website, or requests directions from your Business Profile.*

## Top search terms

1. city of freeport water
   60
2. freeport city hall, north avenue h, freeport, tx
   19
3. cathy ezell freeport tx
   <15

Filter statement

Filters **Days in Event Date** Last 30 Days | **Test Campaign** No

# Security awareness training summary - Executive dashboard

30 day phish rate

Your phish rate

0%

Industry average phish rate **16.00%**

Phish rate over time

Your phish rate

0%

Industry average phish rate **16.00%**

Email report rate over time

Your report rate

15.63%

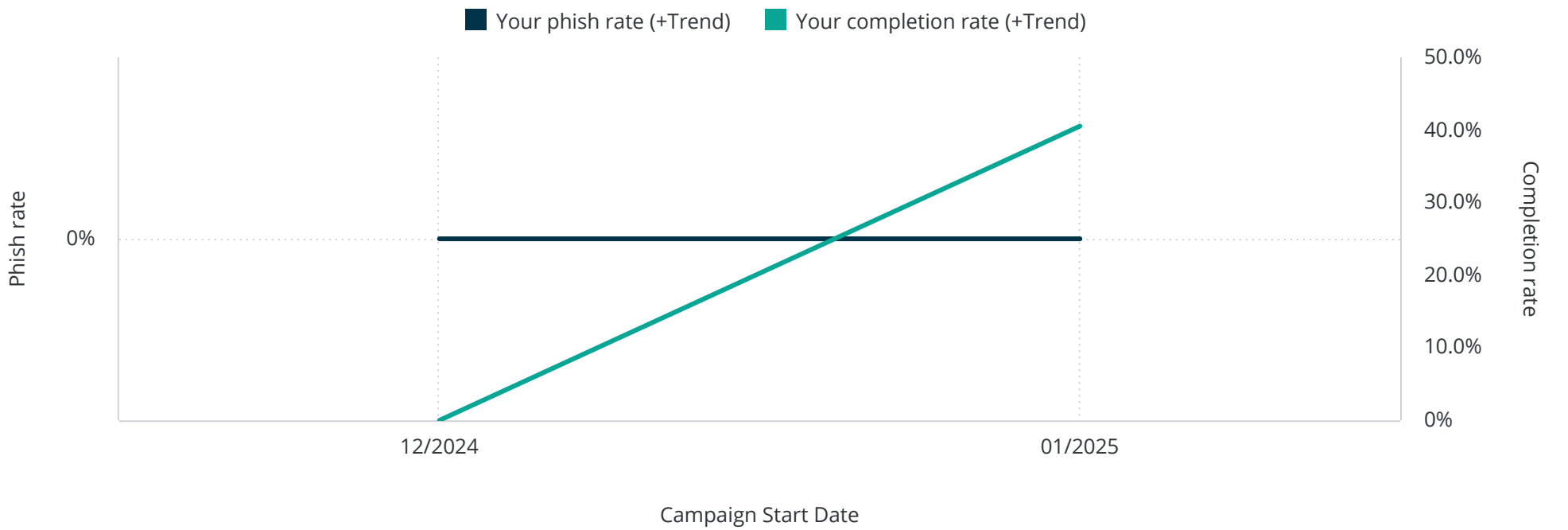
Industry Average Report Rate **42.00%**

# Executive dashboard Infosec IQ Data

Filter statement

Filters **Days in Event Date** Last 30 Days | **Test Campaign** No

Phish rate and training completion over time



# Executive dashboard Infosec IQ Data

Filter statement

Filters **Days in Event Date** Last 30 Days | **Test Campaign** No

30 day training completion

Your completion rate
40.52%

Industry average completion rate **51.88%**

Training completion over time

Your completion rate
40.52%

Industry average completion rate **51.88%**

Training time over time

Average time per learner (minutes)
1.67

Recommended annual training time (mi... **60**

## Risk behaviors

Failing grades

# learners with failing grades
8

Clicked events

# phished events
0

Credentials entered

# data entries
0

Incomplete training

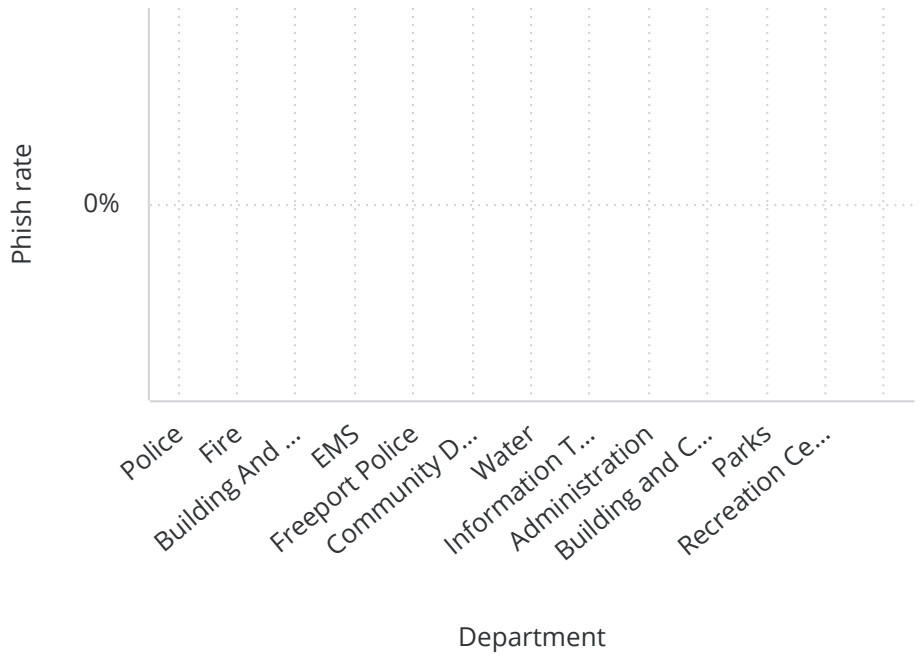
# incomplete training courses
69

Filter statement

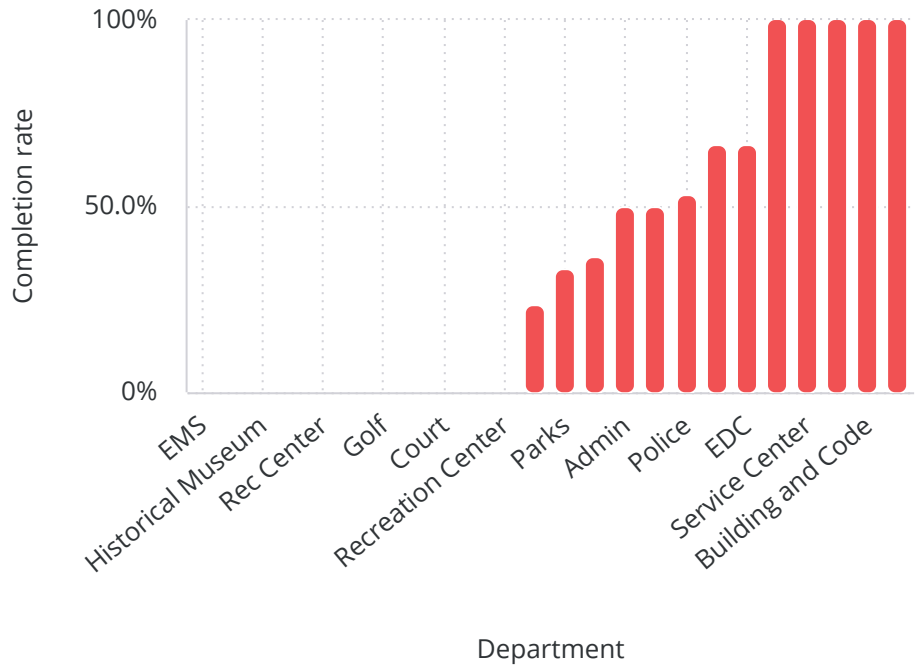
Filters **Days in Event Date** Last 30 Days | **Test Campaign** No

# Lowest performing departments

Phish rate by department




AwareEd completion by department

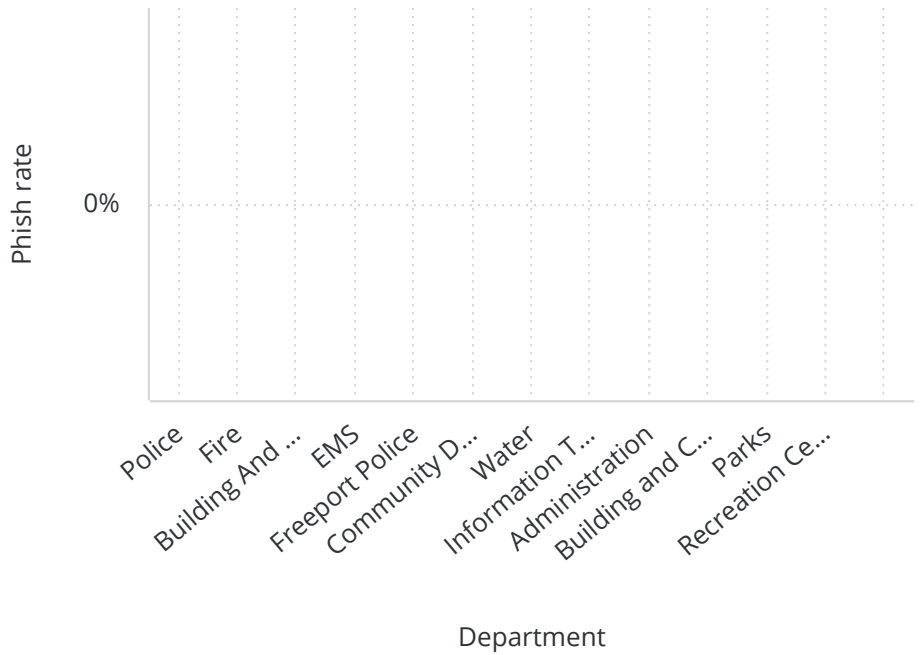


Filter statement

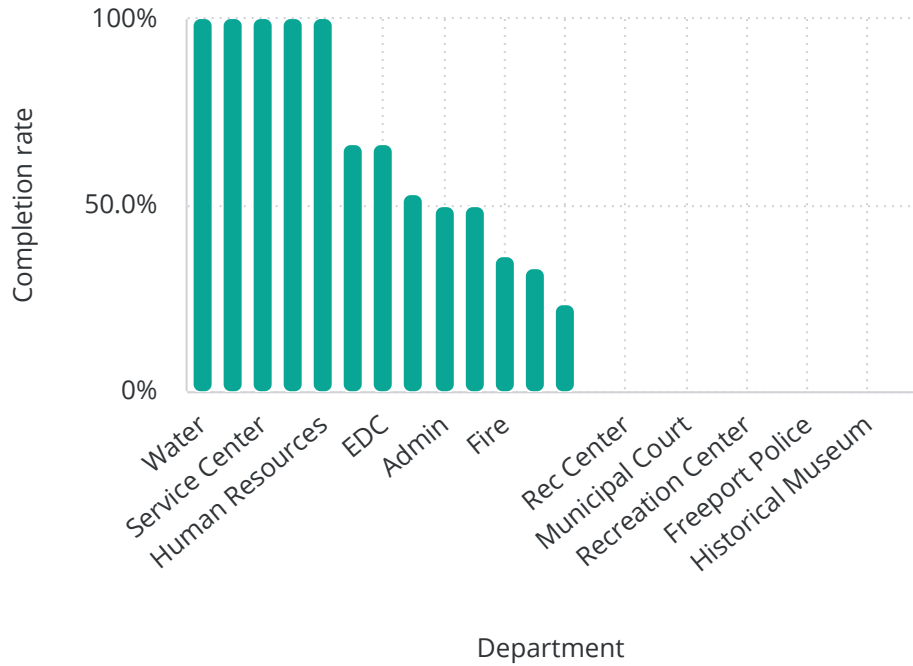
Filters **Days in Event Date** Last 30 Days | **Test Campaign** No

# Highest performing departments

Phish rate by department




AwareEd completion by department



Filter statement

Filters **Days in Event Date** Last 30 Days | **Test Campaign** No

# Activity report

Phishing simulations

# PhishSim campaigns

3

Recommended # annual campaigns **12**

Training courses

# AwareEd campaigns

1

Recommended # annual campaigns **12**

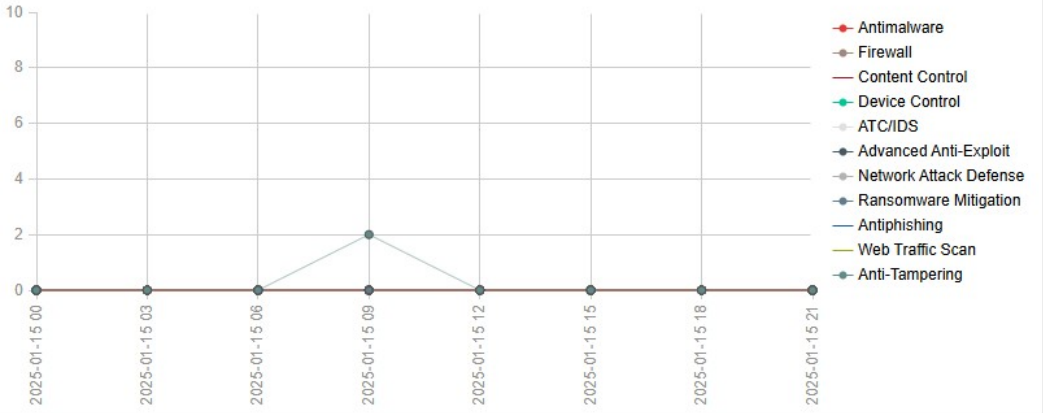
Learners reporting emails

% learners using PhishNotify

15.63%

Recommended adoption rate **100%**

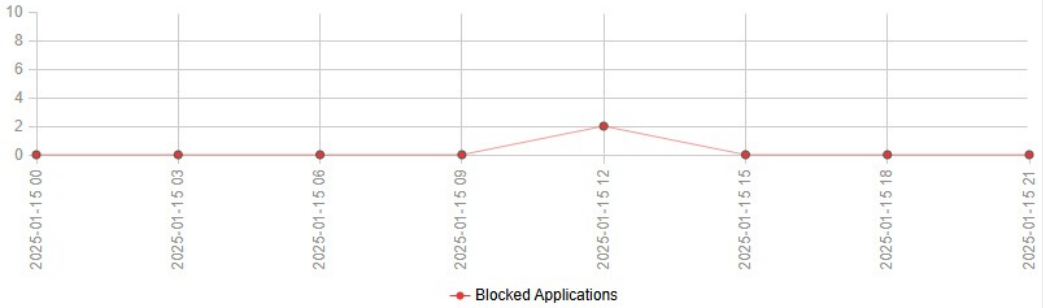
## Computers - Security Audit



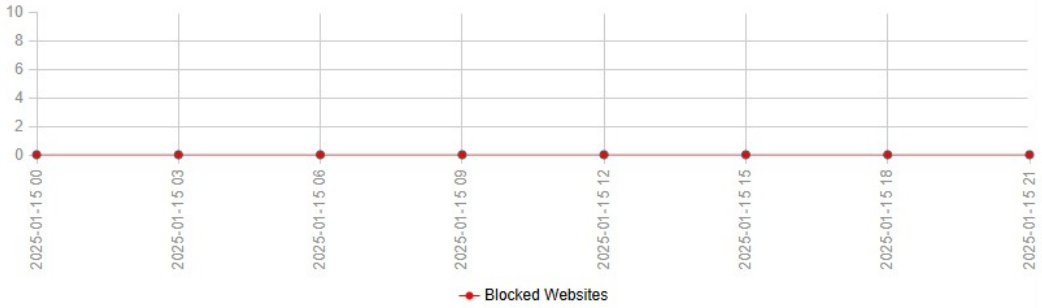

## Computers - Malware Status

Scan infected targets

## Computers - Blocked Applications




## Computers - Blocked Websites



# Monthly Golf Course Report December 2024

For the month of December we had another record breaking December revenue and rounds played wise. We ended the month with a revenue of $87,077.00 our previous record for a December was $74,575. Through our point of sale system we also saw for the calendar year we surpassed over 1 million dollars in revenue. This has definitely been a record year for us.

As we closed our first quarter for the fiscal year here are some of our highlights of the quarter

1. Ended the quarter at $261,061.00 in revenue. Best start to any given fiscal year on record.
2. Maintained over 200 members which is great during the winter months
3. 8104 rounds of golf played this first quarter
4. Driving range revenue for the first quarter was at $9,100.00 compared to $6,300 last year and $3,100 the year before. This was mainly due to the new much larger driving range area we built two years ago.( If you build it, they will come)
5. We are plus $83,561.00 over our goal for the first quarter of this fiscal year, and surpassing all of our revenue goals in every category.

With all the positive news our one main area of concern is still the proshop. There is quite of bit of mold that was covered up months ago that has made its way back through the paint and on the ceilings. We still have leaks and damage from hurricane Beryl. We greatly need a generator as we lose power for hours at a time at least once a month.

Other than we are geared up, weather permitting, to have a fantastic January and a strong 2025

Thank you

Brian

**Golf Course Goals vs Actuals 2024-2025**

**Goal**

| Category | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sept | Totals |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Green Fee | 21,000 | 19,000 | 16,000 | 11,000 | 12,000 | 30,000 | 33,000 | 30,000 | 28,000 | 25,000 | 25,000 | 25,000 | 275,000 |
| Rec(taxable) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Golf Cart | 10,000 | 8,000 | 8,000 | 7,000 | 6,000 | 11,000 | 11,500 | 11,500 | 12,500 | 11,500 | 11,500 | 11,500 | 120,000 |
| Merchandise | 13,000 | 10,000 | 10,000 | 9,000 | 9,000 | 18,000 | 19,000 | 20,000 | 20,000 | 17,000 | 15,000 | 15,000 | 175,000 |
| Prep Food | 800 | 700 | 500 | 500 | 500 | 1,300 | 1,400 | 1,500 | 1,500 | 1,100 | 1,100 | 2,100 | 13,000 |
| Beer Sales | 7,000 | 6,000 | 6,000 | 6,000 | 5,000 | 9,000 | 9,000 | 9,000 | 9,000 | 8,000 | 8,000 | 8,000 | 90,000 |
| Drinks/Chips | 3,500 | 2,500 | 1,500 | 1,500 | 1,500 | 3,500 | 4,000 | 4,000 | 4,000 | 4,000 | 3,000 | 3,000 | 36,000 |
| Memberships | 12,000 | 10,000 | 12,000 | 9,000 | 10,000 | 12,500 | 12,500 | 12,500 | 12,500 | 12,500 | 12,500 | 12,000 | 140,000 |
| **Total** | **$67,300** | **$56,200** | **$54,000** | **$44,000** | **$44,000** | **$85,300** | **$90,400** | **$88,500** | **$87,500** | **$79,100** | **$76,100** | **$76,600** | **$849,000** |

**Actual**

| Category | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sept | Totals |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Green Fee | 30,663 | 22,149 | 26,145 | | | | | | | | | | 78,957 |
| Rec(taxable) | 0 | 0 | 0 | | | | | | | | | | 0 |
| Golf Cart | 12,911 | 11,983 | 13,842 | | | | | | | | | | 38,736 |
| Merchandise | 16,038 | 18,756 | 17,371 | | | | | | | | | | 52,165 |
| Prep Food | 1,215 | 1,330 | 1,879 | | | | | | | | | | 4,424 |
| Beer Sales | 8,718 | 7,742 | 6,760 | | | | | | | | | | 23,220 |
| Drinks/Chips | 4,067 | 3,555 | 3,693 | | | | | | | | | | 11,315 |
| Memberships | 19,005 | 15,852 | 17,387 | | | | | | | | | | 52,244 |
| **Total** | **$92,617** | **$81,367** | **$87,077** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$261,061** |

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Over/Under** | **$25,317** | **$25,167** | **$33,077** | | | | | | | | | | **$83,561** |

Rounds of Golf

| Month | Fy2022-2023 | Fy2023-2024 | Fy2024-2025 |
|---|---|---|---|
| OCT | 2692 | 2363 | 2798 |
| NOV | 1153 | 2109 | 2557 |
| DEC | 2028 | 2348 | 2749 |
| JAN | 2125 | 1182 | |
| FEB | 2176 | 2241 | |
| MAR | 2961 | 3444 | |
| APR | 2740 | 3285 | |
| MAY | 2776 | 3461 | |
| JUN | 3094 | 3378 | |
| JUL | 3393 | 806 | |
| AUG | 2811 | 3266 | |
| SEP | 2897 | 2883 | |
| | 30846 | 30766 | 8104 |

Memberships

| Month | FY2022-2023 | FY2023-2024 | FY2024-2025 |
|---|---|---|---|
| OCT | 194 | 188 | 198 |
| NOV | 184 | 186 | 202 |
| DEC | 186 | 189 | 210 |
| JAN | 174 | 187 | |
| FEB | 178 | 198 | |
| MAR | 195 | 201 | |
| APR | 192 | 203 | |
| MAY | 196 | 211 | |
| JUN | 186 | 213 | |
| JUL | 162 | 201 | |
| AUG | 183 | 194 | |
| SEP | 187 | 205 | |

Revune for the fiscal years

| | 2005-2006 | 2006-2007 | 2007-2008 | 2008-2009 | 2009-2010 | 2010-2011 | 2011-12 | 2012-13 | 2013-14 | 2014-15 | 2015-16 | 2016-17 | 2017-18 | 2018-19 | 2019-20 | 2020-2021 | 2021-2022 | 2022-2023 | 2023-224 | 2024-2025 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| October | $ 47,009.00 | $ 38,020.00 | $ 44,541.00 | $ 42,949.00 | $ 40,175.00 | $ 50,996.00 | $ 41,662.00 | $ 40,670.00 | $ 34,325.00 | $ 35,953.00 | $ 33,172.00 | $ 40,639.00 | $ 27,027.00 | $ 34,039.00 | $ 42,407.50 | $ 62,202.91 | $ 51,147.84 | 76,592.04 | $ 74,167.03 | $ 92,617.00 |
| November | $ 27,799.00 | $ 33,807.00 | $ 33,020.00 | $ 44,707.00 | $ 39,303.00 | $ 36,034.00 | $ 42,510.00 | $ 44,313.00 | $ 28,636.00 | $ 26,980.00 | $ 19,944.00 | $ 31,995.00 | $ 30,448.00 | $ 23,229.00 | $ 43,338.77 | $ 64,634.00 | $ 56,586.76 | $ 33,383.62 | $ 63,177.89 | $ 81,367.00 |
| December | $ 34,148.00 | $ 25,466.00 | $ 37,308.00 | $ 36,530.00 | $ 20,950.00 | $ 35,136.00 | $ 31,312.00 | $ 32,256.00 | $ 29,786.00 | $ 29,645.00 | $ 26,178.00 | $ 24,651.00 | $ 20,856.00 | $ 40,933.00 | $ 48,990.47 | $ 56,927.48 | $ 62,544.32 | $ 53,930.64 | $ 74,575.41 | $ 87,077.00 |
| January | $ 38,163.00 | $ 19,599.00 | $ 23,783.00 | $ 40,207.00 | $ 21,224.00 | $ 27,521.00 | $ 49,248.00 | $ 25,563.00 | $ 37,898.00 | $ 20,982.00 | $ 36,242.00 | $ 57,636.00 | $ 30,342.00 | $ 30,229.00 | $ 23,365.55 | $ 56,651.51 | $ 47,116.31 | $ 61,756.57 | $ 36,937.26 | |
| February | $ 29,092.00 | $ 31,360.00 | $ 29,207.00 | $ 40,299.00 | $ 16,893.00 | $ 32,118.00 | $ 27,440.00 | $ 36,248.00 | $ 32,762.00 | $ 31,605.00 | $ 30,448.00 | $ 30,449.00 | $ 21,772.00 | $ 26,749.00 | $ 37,454.31 | $41,451.22 | $ 49,126.05 | $ 62,570.03 | $ 59,528.92 | |
| March | $ 44,484.00 | $ 50,244.00 | $ 45,181.00 | $ 51,193.00 | $ 52,873.00 | $ 64,305.00 | $ 39,994.00 | $ 58,128.00 | $ 44,011.00 | $ 29,929.00 | $ 34,261.00 | $ 39,413.00 | $ 52,056.00 | $ 52,147.00 | $ 56,303.83 | $ 67,691.37 | $ 69,982.06 | $ 91,891.25 | $ 111,901.00 | |
| April | $ 52,898.00 | $ 44,170.00 | $ 54,841.00 | $ 60,003.00 | $ 58,698.00 | $ 57,655.00 | $ 57,937.00 | $ 46,802.00 | $ 51,866.00 | $ 33,553.00 | $ 28,234.00 | $ 58,911.00 | $ 60,713.00 | $ 82,079.00 | $ 13,723.75 | $ 75,786.66 | $ 93,650.43 | $ 93,909.09 | $110,981.80 | |
| May | $ 49,583.00 | $ 50,784.00 | $ 59,984.00 | $ 65,535.00 | $ 46,083.00 | $ 53,246.00 | $ 57,607.00 | $ 51,940.00 | $ 56,256.00 | $ 48,499.00 | $ 30,164.00 | $ 50,065.00 | $ 57,692.00 | $ 62,730.00 | $ 28,942.99 | $ 58,401.78 | $ 92,185.04 | $ 86,160.00 | $ 103,122.90 | |
| June | $ 38,039.00 | $ 52,831.00 | $ 65,674.00 | $ 62,065.00 | $ 59,492.00 | $ 59,357.00 | $ 61,151.00 | $ 55,923.00 | $ 48,913.00 | $ 26,082.00 | $ 8,162.00 | $ 37,417.00 | $ 53,075.00 | $ 58,322.00 | $ 62,154.13 | $ 63,469.78 | $ 80,131.95 | $ 98,988.00 | $ 103,910.00 | |
| July | $ 40,396.00 | $ 35,250.00 | $ 58,329.00 | $ 62,141.00 | $ 40,405.00 | $ 52,427.00 | $ 50,465.00 | $ 50,193.00 | $ 44,700.00 | $ 43,387.00 | $ 36,186.00 | $ 37,656.00 | $ 52,448.00 | $ 69,071.00 | $ 50,746.13 | $ 57,641.43 | $ 81,808.90 | $ 96,210.00 | $ 31,782.37 | |
| August | $ 40,352.00 | $ 41,420.00 | $ 38,504.00 | $ 63,134.00 | $ 48,395.00 | $ 44,385.00 | $ 45,158.00 | $ 48,075.00 | $ 46,545.00 | $ 43,727.00 | $ 30,306.00 | $ 23,868.00 | $ 58,221.00 | $ 67,005.00 | $ 58,155.52 | $ 57,091.00 | $ 59,695.18 | $ 88,042.00 | $ 106,879.00 | |
| September | $ 35,529.00 | $ 37,527.00 | $ 23,756.00 | $ 49,098.00 | $ 41,066.00 | $ 44,276.00 | $ 42,282.00 | $ 34,895.00 | $ 25,984.00 | $ 21,813.00 | $ 26,082.00 | $ 2,160.00 | $ 15,674.00 | $ 38,567.00 | $ 57,786.23 | $ 45,708.61 | 68,991.57 | $ 106,996.00 | 96180.34 | |
| Total | $ 477,492.00 | $ 460,478.00 | $ 514,128.00 | $ 617,861.00 | $ 485,557.00 | $ 557,456.00 | $ 546,766.00 | $ 525,006.00 | $ 481,682.00 | $ 392,155.00 | $ 339,379.00 | $ 434,860.00 | $ 480,324.00 | $ 585,100.00 | $ 523,369.18 | $ 707,657.75 | $ 812,966.41 | 950,429.24 | $973,143.92 | $261,061.00 |

**City of Freeport**
**Monthly Financial Report**
**As of December 31, 2024**
**General Fund**

| | FY 2024 Actuals (Unaudited) | FY 2025 Adopted Budget | FY 2025 Year to Date Actual | Budget Balance | % YTD Budget |
|---|---|---|---|---|---|
| Beginning Fund Balance | $ 6,941,307 | $ 7,340,233 | $ 7,715,113 | | |
| **Revenues** | | | | | |
| EMS | $ 935,873 | $ 684,000 | $ 196,656 | $ (487,344) | 28.75% |
| Property Taxes | 3,352,198 | 3,370,000 | 882,222 | $ (2,487,778) | 26.18% |
| Industrial Taxes | 9,413,205 | 9,389,300 | 45,795 | $ (9,343,505) | 0.49% |
| Sales Tax | 2,649,294 | 2,450,000 | 175,492 | $ (2,274,508) | 7.16% |
| Franchise & Other Taxes | 713,297 | 715,000 | 98,513 | $ (616,487) | 13.78% |
| Permits | 137,913 | 262,800 | 42,508 | $ (220,292) | 16.18% |
| Charges for Services | 796,233 | 798,600 | 196,176 | $ (602,424) | 24.57% |
| Recreation/Rental | 117,037 | 111,100 | 14,973 | $ (96,127) | 13.48% |
| Golf | 918,765 | 853,000 | 289,583 | $ (563,417) | 33.95% |
| Municipal Court | 193,987 | 222,600 | 57,891 | $ (164,709) | 26.01% |
| Grants | 428,432 | 12,000 | - | $ (12,000) | 0.00% |
| Lease Income | 25,367 | 175,765 | 17,861 | $ (157,904) | 10.16% |
| Miscellaneous | 853,894 | 432,500 | 327,285 | $ (105,215) | 75.67% |
| ***Total Revenues*** | ***20,535,495*** | ***$ 19,476,665*** | ***$ 2,344,955*** | ***$ (17,131,710)*** | 12.04% |
| **Expenditures** | | | | | |
| Administration | $ 2,241,856 | $ 2,092,360 | $ 524,626 | $ (1,567,734) | 25.07% |
| Information Technology | 467,910 | 493,357 | 147,722 | $ (345,635) | 29.94% |
| Service Center | 443,381 | 214,667 | 71,031 | $ (143,636) | 33.09% |
| Municipal Court | 261,297 | 260,830 | 55,710 | $ (205,120) | 21.36% |
| Police | 5,864,196 | 6,086,941 | 1,399,596 | $ (4,687,345) | 22.99% |
| Fire | 1,503,133 | 1,727,304 | 574,068 | $ (1,153,236) | 33.23% |
| EMS | 993,214 | 1,152,227 | 284,224 | $ (868,003) | 24.67% |
| Emergency Management | 4,576 | - | 950 | $ 950 | #DIV/0! |
| Code Enforcement | 399,495 | 356,227 | 73,429 | $ (282,798) | 20.61% |
| Building | 279,323 | 388,502 | 126,800 | $ (261,702) | 32.64% |
| Garbage Collection | 763,915 | 775,000 | 127,953 | $ (647,047) | 16.51% |
| Street & Drainage | 1,454,419 | 1,456,908 | 387,125 | $ (1,069,783) | 26.57% |
| Beach Fund Expense | 7,959 | 42,850 | 451 | $ (42,399) | 1.05% |
| Main Street | 113,757 | 72,525 | 6,848 | $ (65,677) | 9.44% |
| Historical Museum | 211,006 | 322,230 | 65,357 | $ (256,873) | 20.28% |
| Sr Citizens Commission | 17,182 | 17,500 | 3,639 | $ (13,861) | 20.80% |
| Library | 26,445 | 51,850 | 11,132 | $ (40,718) | 21.47% |
| Parks | 1,227,823 | 1,316,140 | 370,007 | $ (946,133) | 28.11% |
| Golf | 1,347,446 | 1,324,854 | 293,361 | $ (1,031,493) | 22.14% |
| Recreation | 329,216 | 525,869 | 61,665 | $ (464,204) | 11.73% |
| Interfund Transfer to | 1,954,141 | 711,665 | - | $ (711,665) | 0.00% |
| Interfund Transfer from | (150,000) | (150,000) | - | $ 150,000 | 0.00% |
| ***Total Expenditures*** | ***19,761,689*** | ***$ 19,239,805*** | ***$ 4,585,693*** | ***$ (14,654,113)*** | 23.83% |
| ***Revenue Over/(Under) Expenditures*** | ***$ 773,806*** | ***$ 236,860*** | ***$ (2,240,738)*** | | |
| Ending Fund Balance | $ 7,715,113 | $ 7,577,094 | $ 5,474,376 | | |

**City of Freeport**
**Monthly Financial Report**
**As of December 31, 2024**
**Water Sewer Fund**

| | FY 2024 Actuals (Unaudited) | FY 2025 Adopted Budget | FY 2025 Year to Date Actual | Budget Balance | % YTD Budget |
|---|---|---|---|---|---|
| Beginning Fund Balance | $ 502,279 | $ 1,355,488 | $ 1,369,512 | | |
| **Revenues** | | | | | |
| Interlocal Revenue | $ 7,664 | $ 4,000 | $ - | $ (4,000) | 0.00% |
| Interest | 38,227 | 15,000 | 1,253 | $ (13,747) | 8.35% |
| Misc Income | 222 | 1,000 | 10,871 | $ 9,871 | 1087.10% |
| Misc Income Return Checks | 1,175 | 1,000 | 350 | $ (650) | 35.00% |
| Utility Reimbursements | 179,226 | 125,000 | 12,354 | $ (112,646) | 9.88% |
| Grant - CDBG GLO | 2,069,361 | - | 933 | $ 933 | #DIV/0! |
| Water Revenue | 5,562,408 | 4,900,000 | 1,204,305 | $ (3,695,695) | 24.58% |
| Sewer Revenue | 2,917,518 | 2,750,000 | 500,175 | $ (2,249,825) | 18.19% |
| Water Tap Fee | 6,250 | 10,000 | - | $ (10,000) | 0.00% |
| Sewer Tap Fee | 6,000 | 4,000 | - | $ (4,000) | 0.00% |
| Bad Debt Write-Off | 7,928 | - | 258 | $ 258 | #DIV/0! |
| Connect & Disconnect Fees | 147,812 | 140,000 | 41,438 | $ (98,562) | 29.60% |
| ***Total Revenues*** | ***10,943,792*** | ***$ 7,950,000*** | ***$ 1,771,937*** | ***$ (6,178,063)*** | 22.29% |
| **Expenditures** | | | | | |
| Salaries | $ 120,943 | $ 204,932 | $ 23,751 | $ (181,181) | 11.59% |
| Benefits | 62,014 | 82,676 | 10,741 | $ (71,935) | 12.99% |
| Supplies | 27,290 | 58,700 | 5,256 | $ (53,444) | 8.95% |
| Services | 6,475,222 | 7,345,270 | 1,357,203 | $ (5,988,067) | 18.48% |
| Maintenance | 82,676 | 115,000 | 17,313 | $ (97,687) | 15.05% |
| Sundry | 23,660 | 39,500 | 28,751 | $ (10,749) | 72.79% |
| Capital Outlay | 2,830,971 | - | 18,353 | $ 18,353 | #DIV/0! |
| Transfer to Debt Service | 303,783 | - | - | $ - | #DIV/0! |
| Transfer to General Fund | 150,000 | 451,650 | - | $ (451,650) | 0.00% |
| ***Total Expenditures*** | ***$ 10,076,559*** | ***$ 8,297,728*** | ***$ 1,461,367*** | ***$ (6,836,361)*** | 17.61% |
| ***Revenue Over/(Under) Expenditures*** | ***$ 867,232*** | ***$ (347,728)*** | ***$ 310,570*** | | |
| Ending Fund Balance | $ 1,369,512 | $ 1,007,760 | $ 1,680,082 | | |

## *City of Freeport Municipal Court*

**December 2024 Statistics**

| | December | Year-to-Date |
|---|---|---|
| Number of Citations Issued | 155 | 532 |
| Number of Violations Issued | 184 | 627 |
| Court Payments Received | $ 31,893.03 | $ 101,447.04 |
| | | |
| Total Active Warrants | 3,822 | $ 1,573,873.53 |

## *City of Freeport Utility Billing*

**December 2024 Statistics**

| | | |
|---|---|---|
| Total Active Accounts | 3,519 | |
| Total Services Disconnected | 34 | |
| Total New Services | 60 | |
| | | |
| Billed Consumption - Water | 28,825,750 | $ 412,228.15 |
| Billed Consumption - Sewer | 16,737,190 | $ 232,273.20 |
| Billed Garbage | | $ 70,319.36 |
| Billed Garbage Overage | | $ - |
| Billed Ambulance | | $ 7,040.01 |
| Billed Sales Taxes Payable | | $ - |
| Billed Connect & Disconnect Fees | | $ 875.00 |
| Billed Rental Inspection Program | | $ 5,105.00 |
| **Total Charges** | | $ 727,840.72 |
| | | |
| Less Deposit Returns/Adjustments | | $ (2,145.00) |
| **Total Current Billed** | | $ 725,695.72 |

**City of Freeport**
**Capital Projects**
**As of December 31, 2024**

| Project | Project Status | Budgeted Total | Actuals To Date | Budget Remaining |
|---|---|---|---|---|
| **Fund 66 - 2020 CO Bond Fund** | | | | |
| Velasco Pump Station Improvements | Complete | 252,000.00 | 311,498.45 | (59,498.45) |
| Heritage House Renovations | On Hold | 375,000.00 | - | 375,000.00 |
| City Hall Renovations | On Hold | 998,000.00 | 548,359.03 | 449,640.97 |
| Streets & Drainage Projects | *Total Budget for Street Projects* | *$ 6,375,000.00* | *6,407,593.18* | *$ (32,593.18)* |
| | | Detail of Streets & Drainage Projects | | |
| 2019-2020 Asphalt Streets - County Interlocal carried over to 2021 | Complete | $ 206,053.24 | $ 206,053.24 | $ - |
| 2020-2021 Asphalt Streets - County Interlocal | Complete | 321,260.88 | 321,260.88 | - |
| 2020-2021 Water/Sewer Relocation - Asphalt Streets | Complete | 230,704.84 | 230,704.84 | - |
| 2021-2022 Asphalt Streets - County Interlocal | Complete | 333,531.08 | 333,531.08 | - |
| 2021-2022 alley Sewer Relocation - Asphalt Streets | Complete | 66,676.49 | 66,676.49 | - |
| 2022-2023 Phase 1 Concrete Streets - Engineering | Complete | 316,203.58 | 316,203.58 | - |
| 2022-2023 Phase 1 Concrete Streets - Construction | Complete | 2,348,887.44 | 2,348,887.44 | - |
| 2022-2023 Phase 2 Concrete Streets - Engineering | Complete | 426,380.00 | 426,380.00 | - |
| 2022-2023 Phase 2 Concrete Streets - Construction | Complete | 2,157,895.63 | 2,157,895.63 | - |
| | **Total for 66 - 2020 CO Bond Fund** | $ 8,000,000.00 | $ 7,267,450.66 | $ 732,549.34 |
| **Fund 67 - 2021 CO Bond Fund** | | | | |
| Lift Station 3, 4, and 14 Rehabilitation | Complete | $ 1,735,713.00 | $ 1,730,004.45 | $ 5,708.55 |
| FM 1495 Water Line Relocation | In progress | 481,665.00 | 460,313.72 | 21,351.28 |
| Phase I SSOI Engineering | Project on hold | $ 215,926.00 | $ 22,974.00 | $ 192,952.00 |
| Sanitary Sewer Collection Grant Match GLO Project | In progress | 59,316.00 | - | 59,316.00 |
| WWTP Grant Match | In progress | $ 691,020.00 | $ - | $ 691,020.00 |
| Avenue H Sewer Line Replacement Grant Match | Complete | 41,366.00 | 41,366.19 | (0.19) |
| WWTP Improvements | In progress | $ 1,298,130.00 | $ 138,209.66 | $ 1,159,920.34 |
| Sewer Line Replacement SSOI | Project on hold | 482,572.00 | - | 482,572.00 |
| Lift Station Pumps | Obtaining Bids | $ 151,348.00 | $ - | $ 151,348.00 |
| | **Total for 67 - 2021 CO Bond Fund** | $ 5,157,057.00 | $ 2,392,868.02 | $ 2,764,187.98 |
| **Fund 14 -Streets & Drainage Funds** | | | | |
| Road Failure - Avenue D | Complete | $ 49,000.00 | $ 49,000.00 | $ - |
| Asphalt Streets 2022-2023 | In progress | 446,041.00 | 30,774.62 | 415,266.38 |
| Entry Road for Park | Complete | 150,000.00 | 101,655.10 | 48,344.90 |
| Streets & Drainage Project | Project to be determined | 418,721.96 | - | 418,721.96 |
| 2022-2023 Phase 2 Concrete Streets - Construction | In progress | 1,641,328.37 | 1,309,299.52 | 332,028.85 |
| Road Failure - 1420 10th Street | Complete | 17,000.00 | 17,000.00 | - |
| Rebuild Stormwater Pump | Complete | 24,269.00 | 24,268.29 | 0.71 |
| Repair Ally East 5th at Cherry | Complete | 72,120.00 | 72,119.38 | 0.62 |
| 2022-2023 Phase 2 Concrete Streets - Engineering | Construction Observation | 60,812.77 | 71,328.52 | (10,515.75) |
| Replace Asphalt Ave C & Quintana | Complete | 30,000.00 | 30,000.00 | - |
| Stormwater Pump | Complete | 12,954.88 | 12,954.88 | - |
| Repair Stormwater Pump | Complete | 42,810.92 | 42,810.92 | - |
| Asphalt Streets 2023-2024 | In progress | 570,178.00 | 99,795.38 | 470,382.62 |
| Stormwater Project | Project to be determined | 500,000.00 | - | 500,000.00 |
| Emergency Road Repair | Complete | 29,000.00 | 29,000.00 | - |
| Emergency Road Repair | Complete | 28,800.00 | 28,800.00 | - |
| Emergency Road Repair | Complete | 19,296.00 | 19,296.00 | - |
| Asphalt Streets | In Progress | 570,178.00 | 29,830.65 | 540,347.35 |
| Stormwater Project | In Progress | 500,000.00 | - | 500,000.00 |
| | **Total for Fund 14 - Streets & Drainage Fund** | $ 4,682,510.90 | $ 1,967,933.26 | $ 3,214,577.64 |
| **Fund 21 - Facilities & Grounds CIP** | | | | |
| City Hall Renovations | On hold | $ 750,000.00 | $ 66,784.00 | $ 683,216.00 |
| Temp. Modular Building | Construction has begun. | 586,095.00 | 573,865.29 | 12,229.71 |
| Fire Station 1 Driveway | To be quoted | 10,000.00 | - | 10,000.00 |
| Radio Antenna Repairs - Fire | Repair has began | 11,665.00 | 5,057.17 | 6,607.83 |
| Greens Resurfacing | To be bid | 175,000.00 | - | 175,000.00 |
| Tee Renovations | Construction has begun. | 55,000.00 | 55,330.00 | (330.00) |
| Pumphouse Renovations | To be bid | 40,000.00 | - | 40,000.00 |
| Jail Facility Renovation | To be bid | 115,000.00 | - | 115,000.00 |
| Replacement of Main Electric Dist. Panel | Construction has begun. | 20,000.00 | 44,417.82 | (24,417.82) |
| Police Department Parking Lot Improvements | To be quoted | 20,000.00 | - | 20,000.00 |
| New Evidence Lockers | Ordered | 11,000.00 | 9,600.00 | 1,400.00 |
| Server Room Ventilation | To be quoted | 12,500.00 | - | 12,500.00 |
| Museum Remodel | To be quoted | 22,500.00 | - | 22,500.00 |
| New Display Cases | Complete | 11,500.00 | 11,500.00 | - |
| Library Nesting Training Tables | To be quoted | 6,750.00 | - | 6,750.00 |
| Park Equipment | Waiting to determine project | 10,000.00 | 3,215.15 | 6,784.85 |
| Riverplace Exterior Metal Coating | Construction has begun. | 30,000.00 | 28,590.00 | 1,410.00 |
| Splashpad Renovation | To be quoted | 10,000.00 | - | 10,000.00 |
| FMP Kitchen Remodel | Supplies ordered | 40,000.00 | 16,379.64 | 23,620.36 |

| | | | | |
|---|---|---|---|---|
| Fuel Tank | Complete | 68,639.30 | 30,000.00 | 38,639.30 |
| Golf Fairway | Construction has begun. | 200,000.00 | 36,784.94 | 163,215.06 |
| SFA Park | Construction has begun. | | 16,735.62 | |
| | **Total for Fund 21 - Facilities & Grounds CIP** | $ 2,205,649.30 | $ 898,259.63 | $ 1,324,125.29 |
| | | | | |
| **Fund 22 - Vehicle & Equipment Replacement Fund** | | | | |
| Replace 2 Ambulances | Complete | $ 600,000.00 | $ 395,901.96 | $ 204,098.04 |
| Equipping new reserve firefighters | To be quoted | 12,000.00 | - | 12,000.00 |
| Furnishings/Appliances Fire Station 2 | In progress | 30,000.00 | 1,077.00 | 28,923.00 |
| Fire-Portable Radios | Ordered | 36,400.00 | 10,737.00 | 25,663.00 |
| Fire-Reserve PPE | To be quoted | 19,100.00 | 15,971.00 | 3,129.00 |
| 5210 Tractor | Complete | 36,000.00 | 35,539.02 | 460.98 |
| Ztrak mowers | Complete | 59,000.00 | 36,602.28 | 22,397.72 |
| Zmaster 72" Mower | Complete | 17,000.00 | 17,619.42 | (619.42) |
| Vehicle Replacement - Police | Ordered | 376,006.00 | 305,106.35 | 70,899.65 |
| Generator - Police | In progress | 60,000.00 | 28,738.02 | 31,261.98 |
| Replace Gate Motor | To be quoted | 15,000.00 | - | 15,000.00 |
| Sever Switch Replacement | Complete | 15,000.00 | 19,445.49 | (4,445.49) |
| New Motion Cyber Security | To be quoted | 10,000.00 | - | 10,000.00 |
| Offsite Backup & Software | To be quoted | 14,000.00 | - | 14,000.00 |
| One Ton Dump Truck | Complete | 90,000.00 | 80,861.64 | 9,138.36 |
| 1/2 Ton 4X4 Work Truck | Complete | 120,000.00 | 107,066.35 | 12,933.65 |
| 3/4 Yard Concrete Mixer | Complete | 10,000.00 | 4,200.00 | 5,800.00 |
| Generators | In progress | 60,000.00 | - | 60,000.00 |
| Applicant Tracking Software | Complete | 7,640.00 | 5,832.00 | 1,808.00 |
| Budgeting Software | Complete | 8,775.00 | 8,775.00 | - |
| | **Total for Fund 22 - Vehicle & Equipment Replacement** | **1,595,921.00** | **1,073,472.53** | **522,448.47** |
| | | | | |
| **Fund 23 - Technology Fund** | | | | |
| Access Control Panel | Complete | $ 24,981.00 | $ 24,981.00 | $ - |
| | **Total for Fund 23 - Technology Fund** | $ 24,981.00 | $ 24,981.00 | $ - |
| | | | | |
| **Fund 25 - Projects Fund** | | | | |
| Demolition of OA Fleming | Demolished waiting property transfer | $ 223,462.00 | $ 223,461.59 | $ 0.41 |
| WWTP Improvments | In progress | 6,754,500.00 | 276,357.28 | 6,478,142.72 |
| Lift Station | Engineering has begun | 1,200,000.00 | 281,110.18 | 918,889.82 |
| OA Fleming Park | Engineering, installation of lights has begun | 600,000.00 | 393,832.87 | 206,167.13 |
| SFA Soccer Field | In progress | | 214,748.00 | |
| | **Total for Fund 25 - Projects Fund** | $ 8,777,962.00 | $ 1,174,761.92 | $ 7,603,200.08 |
| | | | | |
| **Grant Funded Projects** | | | | |
| GLO - CDBG MIT 2016 HUD - Sanitary Sewer Collection System SSOI | In progress | $ 5,931,626.00 | $ 2,176,684.92 | $ 3,754,941.08 |
| GLO - CDGB MIT Harvey - WWTP Improvements | In progress | 5,991,468.00 | 902,043.58 | 5,089,424.42 |
| TDEM - Lift Station #3 Generator | Generators Delivered, and pads built | 36,000.00 | 33,266.67 | 2,733.33 |
| TDEM - Lift Station #4 Generator | Generators Delivered, and pads built | 36,000.00 | 32,266.66 | 3,733.34 |
| TDEM - Lift Station #14 Generator | Generators Delivered and pads built | 36,000.00 | 32,266.66 | 3,733.34 |
| Fire Radios | Received Radios | 201,694.32 | 201,694.32 | - |
| | **Total for Grant Funded Projects** | $ 12,232,788.32 | $ 3,378,222.81 | $ 8,854,565.51 |
| | | | | |
| **Other Projects** | | | | |
| Incode Migration Project | Began Content Manager Implementation | 208,000.00 | 77,503.25 | 130,496.75 |
| | **Total for Other Projects** | $ 208,000.00 | $ 77,503.25 | $ 130,496.75 |

THE CITY OF FREEPORT
1201 North Ave. H • Freeport, TX 77541
979.233.3526 • Fax 979.233.8867

Jerry Cain
*Mayor*

Lance Petty
City Manager

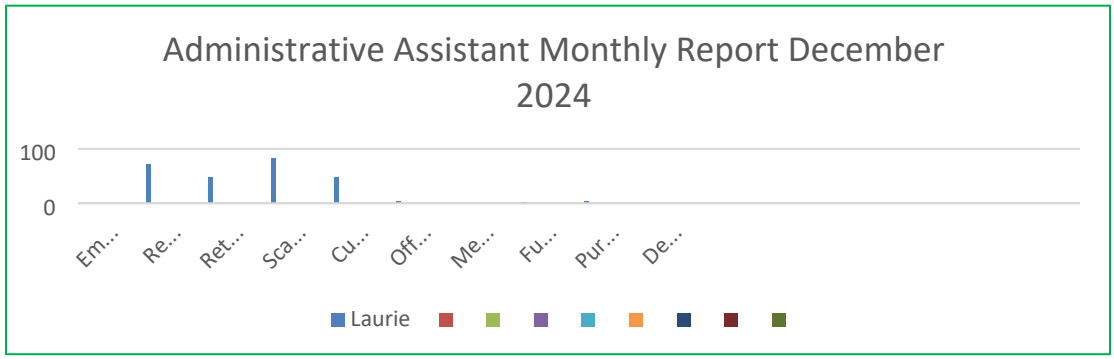
**PUBLIC WORKS MONTHLY REPORT**
**Date: December, 2024**
**From: Rudy Ragle, Director of Public Works**

**Administration Division:**

Under the Direction of the Director of Public Works, this division manages the public works office, customer service, scheduling, reporting and public communication

Key Highlights This Month:

- Work Orders
- Communication
- E-mail

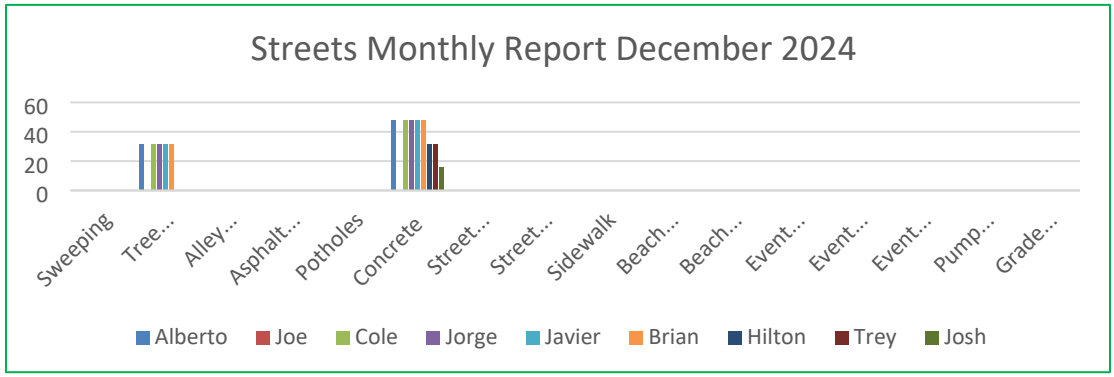


**Streets Division:**

Under the direction of the Streets Supervisor, this division provides street maintenance services to the community by pothole patching, curb, gutter and sidewalk repair and replacement of city streets and alleys. This division also provides sign maintenance which includes the installation and repair of roadway signs and the repair and maintenance of roadway markings within the city's right-of-way.

Key Highlights This Month:

- Concrete Repairs
- Clean Street Gutters
- Side walk at SFA

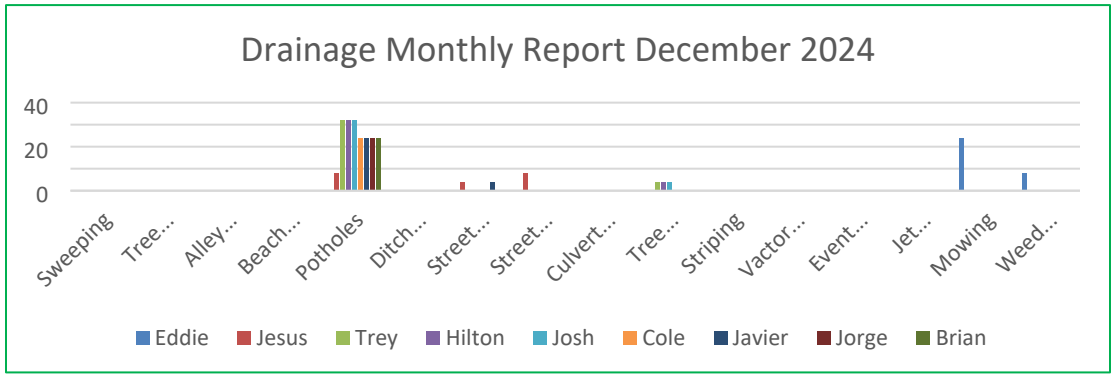


**Drainage Division:**

Under the direction of the Drainage Supervisor, this division is responsible for all repairs and maintenance of the city's stormwater collection system. This division also installs new culvert piping upon customer permitting.

Key Highlights This Month:

- Pot hole Repair
- Mowing in Right of Way
- Alley repairs

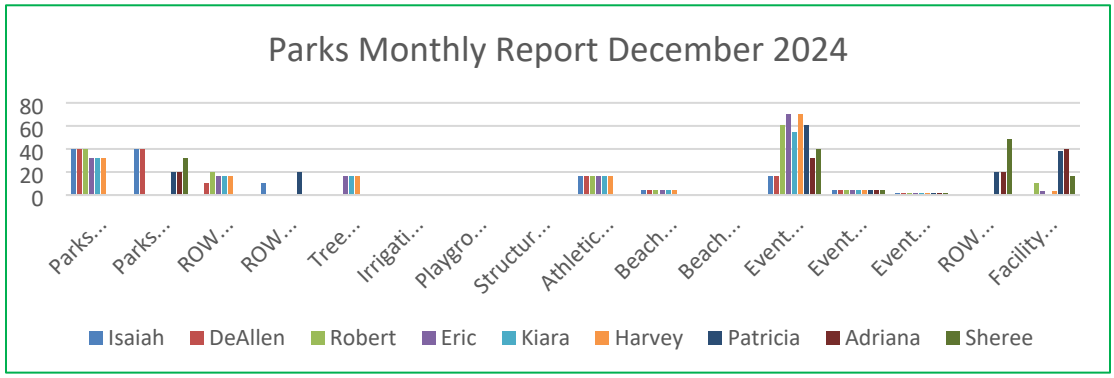


**Parks Division:**

Under the direction of the Parks/Grounds/Facilities Supervisor, this division provides services to the community by conducting preservation and beautification of the City's parks, ball fields, building grounds and open spaces.

Key Highlights This Month

- Park Maintenance
- Facility Maintenance
- Holiday on the Brazos



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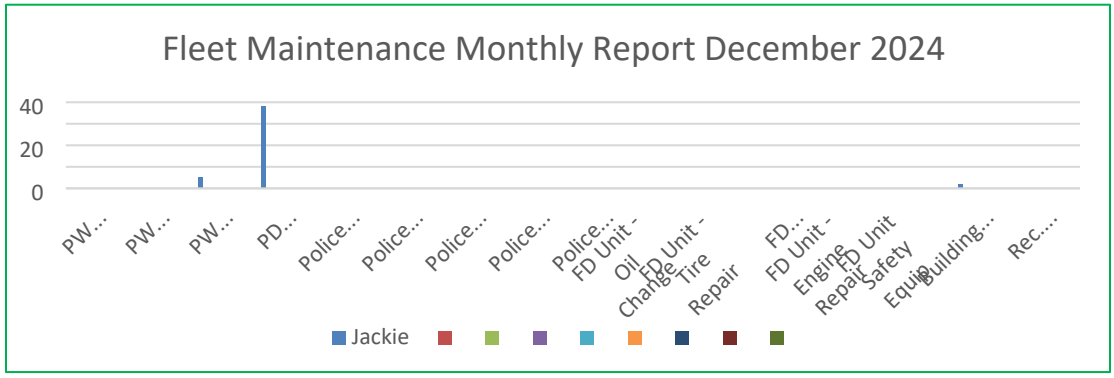
**Fleet Division:**

Under the direction of the Public Works Director, this division is responsible for all repairs and maintenance of the city's Fleet

Key Highlights This Month:

- PD Units
- Routine Maintenance
- Repair tires

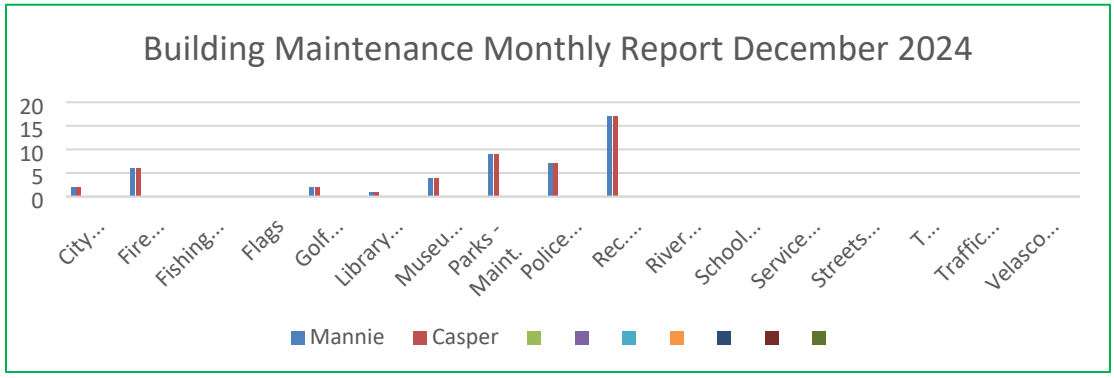


**Building Maintenance Division:**

Under the direction of the Public Works Superintendent, this division provides services to the community by conducting preventative maintenance and repairs on all city property and buildings.

**Key Highlights This Month:**

- Up keep on Multiple Buildings
- Set Expandable doors at Rec
- SFA Basketball Court Light



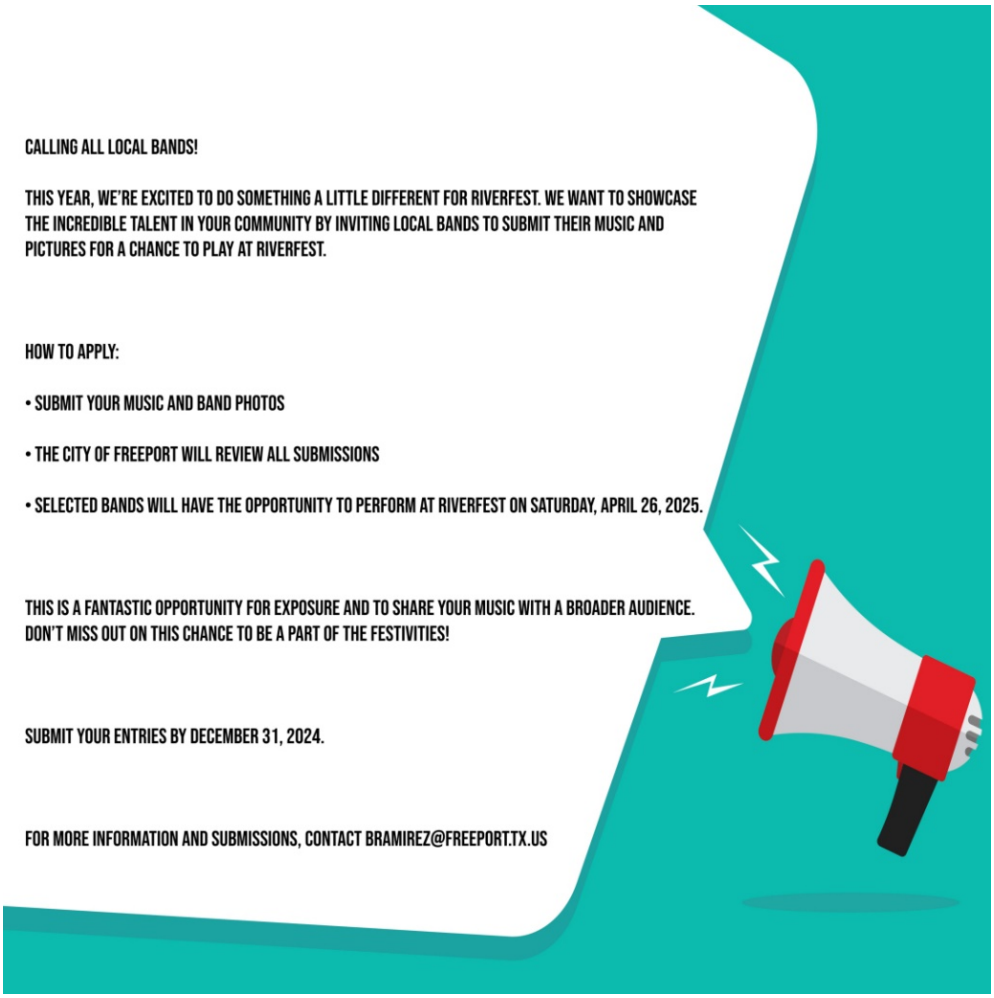
**Recreation Division:**

Under the direction of the Recreation Supervisor, this division provides services to the community through recreation, events and programs. Attached is the Recreation Division reports.

# December 2024

- Seniors Day & Commissions Meeting – December 16th
- Staff Updates- We are currently fully staffed.
- Programs
    - ❖ Zumba- We have one Zumba instructor that has class 8:30- 9:30 a.m. on Mondays and Wednesdays and 10- 11am on Saturdays and 6- 7 p.m. on Mondays, Wednesdays and Fridays
    - ❖ Silver Sneakers
- Events
    - o December Events:
    1. Seniors Christmas Party
    2. Holiday on the Brazos

    - o We are currently working on:
    1. Daddy Daughter Dance- Tickets will go on sale when we move back to Recreation Center
    2. Easter Eggstravaganza
    3. RiverFest on April 26th.




# Facebook Data

| | Jan 2024 | Feb 2024 | Mar 2024 | Apr 2024 | May 2024 | June 2024 | July 2024 | Aug 2024 | Sept 2024 | Oct. 2024 | Nov 2024 | **Dec 2024** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| People like Freeport Recreation page | 3564 | 3613 | 3656 | 3713 | 3730 | 3744 | 3756 | 3763 | 3768 | 3774 | 3775 | **3775** |
| People follow The Freeport Recreation page | 3938 | 3998 | 4062 | 4135 | 4158 | 4178 | 4195 | 4208 | 4214 | 4225 | 4228 | **4228** |

# Revenue

| **(Pool/Weight room)** | Jan 2024 | Feb 2024 | Mar 2024 | Apr 2024 | May 2024 | June 2024 | July 2024 | Aug 2024 | Sept 2024 Closed due to FEMA | Oct 2024 | Nov 2024 | **Dec 2024** partially closed due to Blue Santa |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Adult Daily Pass | $255 | $175 | $160 | $155 | $270 | $275 | $365 | $65 | 0 | $180 | $70 | **$15** |
| Child Daily Pass | $4 | $7 | $6 | $1 | $2 | $14 | $136 | $0 | 0 | $5 | $3 | **0** |
| Senior Daily Pass | $27 | $24 | $33 | $51 | $126 | $45 | $18 | $0 | 0 | $39 | $21 | **0** |
| Student Daily Pass | $99 | $96 | $231 | $237 | $189 | $474 | $186 | $33 | 0 | $27 | $69 | **0** |

| | Jan 2024 | Feb 2024 | Mar 2024 | Apr 2024 | May 2024 | June 2024 | July 2024 | Aug 2024 | Sept 2024 Closed due to FEMA | Oct 2024 | Nov 2024 | **Dec 2024** partially closed due to Blue Santa |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Monthly Membership Individual | $740 | $640 | $620 | $720 | $580 | $600 | $260 | $20 | 0 | $580 | $300 | **$100** |
| Monthly Membership Senior | $130 | $130 | $150 | $190 | $180 | $200 | $110 | $10 | 0 | $210 | $170 | **$50** |
| Monthly Membership Youth | $30 | 0 | 0 | $10 | $90 | $40 | $40 | $0 | 0 | $20 | $10 | **0** |
| Monthly Membership Family | $90 | $120 | $90 | $180 | $60 | $330 | $90 | $0 | 0 | $60 | $90 | **0** |

| | Jan 2024 | Feb 2024 | Mar 2024 | Apr 2024 | May 2024 | Jun 2024 | Jul 2024 | Aug 2024 | Sept 2024 Closed due to FEMA | Oct 2024 | Nov 2024 | **Dec 2024** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Monthly Membership Individual | 125 | 218 | 219 | 247 | 182 | 163 | 58 | 5 | 0 | 41 | 62 | **11** |
| Monthly Membership Family | 10 | 25 | 47 | 21 | 26 | 41 | 34 | 7 | 0 | 6 | 10 | **0** |
| Monthly Membership Senior | 36 | 57 | 94 | 119 | 74 | 59 | 40 | 1 | 0 | 49 | 89 | **22** |

# Check In's

| | Jan 2024 | Feb 2024 | Mar 2024 | Apr 2024 | May 2024 | June 2024 | July 2024 | Aug 2024 | Sept 2024 | Oct 2024 | Nov 2024 | **Dec 2024** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Number hours sports fields are used | 18 hrs | 51hrs 30min | 83 hrs 30mins | 85 hrs 30min | 49 hrs | 16 hrs | 0 | 0 | 32 | 0 | 0 | **0** |
| Sports field rentals (Baseball & Softball fields) | 0 | 0 | 2 hrs | 2 hrs | 0 | 2 | 0 | 0 | 0 | 0 | 0 | **0** |
| Facility rentals (RP, VCH, FMP, GAZ) | 10 | 6 | 11 | 10 | 16 | 23 | 7 | 14 | 10 | 13 | 14 | **13** |
| Number of non-profit organizations/public agencies that operate programs/services at park facilities at no cost for facility rental | 3 | 3 | 2 | 2 | 10 | 4 | 3 | 2 | 4 | 3 | 2 | **3** |
| Facility rental revenue (Net) | $14,850 | $6,226 | $6,350 | $15,579 | $10,890 | $5,925 | $4,605 | $5,925 | $7,250 | $5,475 | $7,650 | **$5,475** |
| Total number of contract classes offered/ held | 24 | 20 | 23 | 21 | 23 | 17 | 9 | 26 | 23 | 26 | 20 | **18** |