

11. The Historical Society is currently duly incorporated under the laws of the State of Texas, as a non-profit corporation.

12. On the _____ day of _____, 2012, the Board of Directors of the Historical Society properly adopted a resolution authorizing and directing officers of the Historical Society to enter into this Agreement. The resolution is attached hereto as "Exhibit B" and made part of this Agreement.

MUTUAL COVENANTS

NOW THEREFORE, for and in consideration of the premises, the mutual promises herein exchanged and with intent to be legally bound hereby, the parties agree as follows:

1. Management of the Facility. The Historical Society will manage and operate the Facility as a historic site open to the public to aid and assist the County in preserving the historic integrity and interest of the Facility, attracting visitors and business to Rains County, and promoting Rains County. The County shall continue to designate, and use, the Facility managed by the Historical Society as a historical park as long as this Agreement is in effect.

A written annual Management Plan listing the activities to be conducted at the Facility, scheduled maintenance and repair of the Facility, and the anticipated cost of the Management Plan programs shall be prepared by the Historical Society to cover each twelve (12) month period beginning July 1 and ending the following June 30 ("fiscal year") throughout the term of this Agreement and presented to the County on or before the May 1 preceding the fiscal year. The County shall review the plan to ensure that it continues to serve a public purpose and promote the best interest of Rain County.

In the event the Historical Society inadvertently fails to list or is unable to foresee all activities which will take place during the fiscal year, an approved Management Plan and Budget may be changed, modified, or adjusted only with consent of the County.

2. Operating Funds and Budget. The Budget, to the extent foreseeable, shall include all expenditures and reflect the anticipated cost of implementing the Management Plan and maintaining the Facility in good order and repair. The Historical Society has the sole responsibility of raising the monies necessary to fund the budget. The Historical Society shall raise funds in a lawful and reasonable manner, subject to the provision of this Agreement. This provision does not prohibit the County from providing additional funds, in its discretion, for the operation of the Facility.

3. Revenue. Subject to the prior written approval of the County, the Historical Society

may engage in revenue-raising activities on behalf of the Facility. All admission fees collected for tours, programs, and activities shall remain with the Historical Society. However, all revenue generated by the Historical Society on behalf of the Facility shall be used for the sole purpose of preserving the Facility, attracting visitors, and promoting Rains County.

4. Annual Financial Statement and Records. Within sixty (60) days of the end of each fiscal year during the term of this Agreement and any renewals thereof, the Historical Society shall deliver to the County a Statement detailing all funds raised by the use of the Facility and funds spent to fulfill the purpose of this Agreement by the Historical Society for that period. The Statement shall be certified as true and correct by the Historical Society's President and Treasurer. The County or its authorized representatives or agents shall have the right at all reasonable times to inspect all books, documents, records, and accounts of the Historical Society that relate to the Facility and its operation under this Agreement.

The Historical Society shall maintain in good form a record of all financial transactions relative to the operation of the Facility, including documentation of all incoming and outgoing financial transactions. All such records, reports, and files shall be retained for a period of five (5) years. Upon termination of this Agreement all such records, reports and files shall immediately become the property of the County.

5. Non-Discrimination. The Historical Society will not engage in activity at or away from the Facility which shall, in the judgment of the County, derogate the honor or dignity of the Facility or reflect adversely on the County. The Historical Society will not engage in activity which shall be for the private profit of any individual or organization, nor shall the Historical Society discriminate in any way against any individual or organization in its membership functions because of race, religion, sex, color, age, or creed.

6. Hold Harmless. The County shall not be held responsible and is hereby relieved from liability for any damage or injury, regardless of the cause or nature of such damage or injury, which may occur to any persons whatsoever, or to any property whatsoever upon the Facility, or upon the area immediately adjacent thereto under the control of the Historical Society, if any. The Historical Society shall hold the County harmless from and indemnify the County against any and all claims, demands, and actions based upon or arising out of use, occupancy or activities performed by the Historical Society and its employees and agents under this Agreement and shall, at the request of the County, defend any and all action brought against the County based upon any such claims or demands.

7. Insurance. Insurance for the Facility shall be provided by the County.

8. Maintenance, Repair, and Alterations. The County shall not be liable for any capital improvements, repairs, or maintenance to the Facility, but may in its discretion assist the Historical Society in the maintenance or construction of the Facility. All other capital improvements, repairs, or maintenance shall be made at the sole expense of the Historical Society.

The Historical Society shall maintain the Facility free from all nuisances and hazards and shall keep the Facility in a satisfactory state of maintenance and repair as determined by the County. Maintenance shall include, but shall not be limited to, that which is necessary to prevent deterioration of the Facility, or any part of the Facility, and will be made in conformity with the generally accepted maintenance guidelines.

The Historical Society shall make any and all repairs as are necessary to maintain the Facility in good order and repair and to avoid waste.

The Historical Society shall notify the County as soon as the Historical Society determines that any such repair or maintenance is necessary, advising the County of the nature and extent of such repair or maintenance.

The County or its designated representative or agent shall at all reasonable times have the right to inspect the Facility.

All necessary maintenance and repairs required to insure the Facility is preserved in good order and repair shall be made promptly and within the time period set forth in any written notice from the County to the Historical Society authorizing such maintenance or repair.

All improvements made to the Facility by the Historical Society shall become the property of the County, free and clear of all encumbrances and without payment to the Historical Society by the County.

No alteration, modification, improvement, demolition, new construction, or earth moving activity or any change to the Facility whatsoever shall be undertaken without prior written approval of the County.

9. The Americans with Disabilities Act. The Historical Society shall comply with and abide by the Americans with Disabilities Act.

10. Term of Agreement. Recognizing that Texas Counties are barred from entering contracts lasting longer than the term of a court (12 months), the term of this contract shall be for one year, beginning on the date this contract is approved in Commissioners' Court and entered below and ending on the anniversary date of this contract; however, the parties agree that this contract shall be self-renewing on the anniversary date absent a notice not to renew the contract from one party or the other provided at least thirty days prior to the anniversary/renewal date.

11. Review Committee. There shall be a "Review Committee" formed to review this

Agreement and the compliance of both parties with respect to each provision of this Agreement and to ensure that the Agreement as carried out continues to serve a public purpose and be in the best interest of the County. The committee shall be comprised of two members of Commissioners' Court as determined by the court, two members from the Rains County Historical Society as determined by its members or board, and one member from the Rains County Historical Commission as determined by its members or board. The Committee shall perform its review at least 60 days prior to the renewal date and make a recommendation to Commissioners' Court at least 45 days before the renewal date as to whether or not the Agreement should be allowed to renew.

12. Presumption of Renewal. There shall be a presumption by the committee that the Agreement is in the best interest of the County and for a public purpose and the Agreement should be allowed to renew, absent clear and convincing evidence to the contrary.

13. Termination. This Agreement may be terminated by the County or the Historical Society upon 90 days written notice to the other party for failure of either party to abide by the terms of this Agreement.

14. Rules and Regulations. The Historical Society shall observe and comply with all federal, state, and local rules and regulations and laws now in effect or which may be enacted during the term of this Agreement and any renewals thereof.

15. Non-Assignable. Neither this Management Agreement, nor any part thereof, nor the administration and performance of any activity or service performed by the Historical Society hereunder, shall be assigned, licensed, contracted away, or in any manner transferred without prior written consent and approval by the County, which consent may be withheld at the sole and absolute discretion of the County.

16. Integration Provision. This contract and attachments hereto constitute the entire agreement between the parties. No agent, representative, employee, or officer of either the County or the Historical Society has the authority to make, or has made, any statement, agreement, or representation, oral or written, in connection with this Agreement, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this contract. No modifications, alterations, changes, or waiver to this contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

17. **Notices.** Unless otherwise provided in this Agreement, notices may be given at the following addresses:

Rains County
The County Judge's Office
167 E. Quitman St.
Emory, Texas 75440

Rains County Historical Society
Loretta Christian, Registered Agent
2436 West FM 2795
Emory, Texas 75440

APPROVALS

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement which shall be in effect from and after the date that the final signature is set forth below.

Approved for signature of Wayne Wolfe, County Judge, in the Commissioners Court of Rains County, Texas, sitting as the governing body of Rains County, acting in this matter at the request of the Commissioners' Court, this 12 th day of Jan, 2012,

on the motion of Commissioner Patsy MARSHALL, and second by Commissioner

Mike Willis.

Wayne Wolfe
Rains County
by the Honorable Wayne Wolfe
Rains County Judge

A. B. Godwin
Rains County Historical Society
by A.B. Godwin, President

1/12/12
Date

2/15/12
Date

Approved as to form:

Robert Vititow
Robert Vititow, Rains County Attorney

updated Dec. 14, 2009

Rains County Historical Commission Bylaws

ARTICLE I

These bylaws constitute the code of rules adopted by Rains County Historical Commission for the regulation and management of its affairs.

ARTICLE II

Purpose

The Commission is organized for the following purposes:

1. initiating and conducting programs suggested by the Commissioner's Court of Rains County and the Texas Historical Commission for the preservation of the county's historic cultural resources;
2. identifying historic resources within the county;
3. creating countywide awareness and appreciation of historic preservation and its benefits and uses; and
4. planning for the preservation of the county's historic and cultural resources.

ARTICLE III

Members of the Commission

(1) Qualifications

The Commission must be composed of at least seven (7) residents of Rains County, but can include other members who have an interest in local history and must broadly reflect the age, ethnic, and geographic diversity of the county. Each Member must have an interest in historic preservation and an understanding of local history and resources. Membership shall not be denied to any person on the basis of race, creed, sex, religion, or national origin.

(2) Number of Members

The Commission will consist of at least seven Members. Upon majority resolution of the Commission, the number of Members may be increased or decreased at the beginning of each new two (2) year term, but in no event shall a decrease have the effect of shortening the term of an incumbent Member, or decreasing the total number of Members to less than seven Members.

(3) Term of Members

The term of office for Members of the Commission will be two (2) years. There are no term limits and, therefore, Members may serve any number of consecutive terms.

(4) Appointment of Members

Appointments to the Commission shall be during the month of January of odd-numbered years. If the Commissioner's Court fails to appoint a Commission by April 1 of each odd-numbered year, the Texas Historical Commission may appoint the Commission after 30 days' written notice to the Commissioner's Court.

(5) Resignation

Any Member may resign at any time by delivering written notice to the Secretary or Chairperson of the Commission. Such resignation shall take effect upon receipt or, if later, at the time specified in the notice.

(6) Vacancies

The Commissioner's Court fill a vacancy on the Commission for the remainder of the unexpired term. Vacancies shall be filled as soon as practical.

(7) Compensation

Members shall not receive any salaries or other compensation for their services, but, by resolution of the Commission, may be reimbursed for any actual expenses incurred in the performance of their duties for the Commission, as long as a majority of disinterested Members approve the reimbursement.

ARTICLE IV

Conflicts of Interest and Code of Ethics

(1) Conflicts of Interest Policy

- (a) If a member, agent, or employee of the Commission has a conflict of interest in any transaction involving the selection, award, or administration of historic preservation funds, historic preservation grants, or museum grants, he or she may not participate in a vote, discussion, or decision about the matter.
- (b) A person has a conflict of interest in such a transaction if a financial benefit as a result of such a transaction is likely to be received by any of the following:
 - (1) the person;
 - (2) any member of the person's immediately family, which includes spouse and any minor children;
 - (3) a business partner of the person; or
 - (4) any organization for profit in which the person or any persons of paragraphs (2) and (3), of this subsection is serving or is about to serve as an officer, director, trustee, partner, or employee.
- (c) A financial benefit includes, but is not limited to, grant money, contract, subcontract, royalty, commission, contingency, brokerage fee, gratuity, favor, or any other thing of monetary value.

ARTICLE V
Commission Meetings

(1) Open Meetings

Meetings shall be open to the general public, and shall be conducted in accordance with the open meetings law, Texas Government Code Chapter 551.

(2) Place of Board Meetings

Meetings of the Commission will be held at the Rains County Courthouse or at any other place that the Chairperson may designate.

(3) Regular and Special Meetings

Regular meetings of the Commission shall be held at least four times each year or more frequently as deemed necessary by the Commission. Special Meetings may be called by the Chairperson or any three members.

(4) Notice of Commission Meetings

Written notice of the date, time, place and subject of each meeting must be posted in a place readily accessible to the general public in the Rains County courthouse at all times for at least 72 hours before the scheduled time of the meeting, except when there is an emergency or urgent public necessity as provided by Texas Government Code Section 551.045.

(5) Quorum

A majority of the incumbent Members (not counting vacancies) shall constitute a quorum for the purposes of convening a meeting or conducting business. At Executive Committee meetings where a quorum is present, a majority vote of the Executive Committee attending shall constitute an act of the Committee unless a greater number is required by any provision of these bylaws.

(6) Voting and Proxy

When it is necessary to vote on any matter before the Board, members shall be present in person to vote. Proxy voting is not permitted.

(8) Minutes

The Commission shall prepare and keep minutes or make a tape recording of each open meeting of the Commission. The minutes must state the subject of each deliberation and indicate each vote, order, decision, or other action taken.

(9) Recording of Meeting by Person in Attendance

A person in attendance may record all or any part of an open meeting of the Commission by means of a tape recorder, video camera, or other means of aural or visual reproduction. The Commission may adopt reasonable rules to maintain order at a meeting, including rules relating to the location of recording equipment and the manner in which the recording is conducted. Such rules may not prevent or unreasonably impair a person from exercising their right to record the meeting.

ARTICLE VI

Officers

(1) **Roster of Officers**

The Commission shall have a Chairperson, Vice Chairperson, Treasurer, Secretary, Parliamentarian and two (2) Trustees. The Commission may have, at its discretion, such other officers as may be appointed by the Members of the Commission. No one person may hold two or more offices.

(2) **Election and Removal of Officers**

All officers shall serve two-year terms. The election shall be conducted at the first meeting of the fiscal year and following the appointment of the new Members filling expired terms, or as soon as practical thereafter. Officers shall remain in office until their successors have been selected. Officers may serve two (2) consecutive terms. The election of officers shall be by majority vote of the Members of the Commission attending the meeting.

(3) **Vacancies**

If a vacancy occurs during the term of office for any elected officer, the Members of the Commission shall elect a new officer to fill the remainder of the term as soon as practical, by majority vote of Members present.

(4) **Chairperson**

The Chairperson will supervise and control the affairs of the Commission and shall exercise such supervisory powers as may be given by the Members of the Commission. The Chairperson will perform all duties incident to such office and such other duties as may be provided in these bylaws or as may be prescribed from time to time by the Commission. The Chairperson shall preside at all meetings and shall exercise parliamentary procedure in accordance with Robert's Rules of Order.

(5) **Vice Chairperson**

The Vice Chairperson shall act in place of the Chairperson in the event of the Chairperson's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Executive Committee and the Members.

(6) **Treasurer**

The Treasurer shall render reports and accountings to the Commission regarding information provided by the Rains County Treasurer. As a branch of county government, any and all funds utilized by the Historical Commission must be deposited with the Rains County Treasurer. The funds will be placed in a special Historical Commission account and county fiscal procedures will be followed, including any and all reports and documentation. As such, the chief source of funding is direct allocations from the Commissioner's Court. Funds authorized in the budget shall be expended and prior to

disbursement shall require a signed requisition from the Treasurer and Chairperson. Requests for funding not authorized in the budget shall be subject to approval by a majority vote of the Members of the Commission before submission to the Commissioner's Court. Upon approval by the Commissioner's Court, disbursement of funds shall require a signed requisition from the Treasurer and Chairperson. No funds shall be disbursed without approval of the majority of the Members of the Commission, approval by the Commissioner's Court and a signed requisition from the Treasurer and Chairperson. The Treasurer shall serve as Chairperson of the Budget Committee and oversee the preparation of an annual budget.

(7) Secretary

The Secretary will perform all duties incident to the office of Secretary and such other duties as may be required by law or by these bylaws. The Secretary shall attest to and keep the bylaws and other legal records of the Commission, or copies thereof, on file at the office of the Rains County Clerk. The Secretary shall take or ensure that someone takes minutes of all meetings of the Committees and Commission, and shall keep copies of all minutes on file at the office of the Rains County Clerk. .

(8) Parliamentarian

The Parliamentarian shall advise the presiding officer on questions of parliamentary law and matters of procedure, the presiding officer may call on the Parliamentarian for advice at any time. Robert's Rules of Order Revised shall govern the Commission in all cases to which they are applicable.

(9) Trustees

The Trustees are voting members of the Historical Executive Committee and shall assist in formulating programs for the preservation of the historical heritage of Rains County.

ARTICLE VII

Duties

(1) Resource Identification

The Commission should survey the county to determine the existence of historic buildings and other historical and archeological sites, private archeological collections, important endangered properties, or other historical features; report the data collected in the survey to the commissioners court and the Texas Historical Commission; develop and maintain an inventory of surveyed properties and districts in accordance with the standards established by the Texas Historical Commission; establish a system for the periodic review and assessment of the condition of designated properties in the county; and report the results of the review and assessment to the Texas Historical Commission.

(2) Education

The Commission should strive to create countywide awareness and appreciation of historic preservation and its benefits and uses.

(3) Reports and Recommendations

The Commission shall make an annual report of its activities and recommendations to the Commissioner's court and to the Texas Historical Commission before the end of each calendar year. The Commission may make as many other reports and recommendations as it sees fit.

The Commission shall make recommendations to the Commissioner's Court and to the Texas Historical Commission concerning the acquisition and designation of real or personal property that is of historical or archeological significance.

The Commissioner's Court shall provide to the Texas Historical Commission a list of appointed members and the mailing address of each member.

(4) Resource Interpretation

The Commission shall review applications for Official Texas Historical Markers to determine the accuracy, appropriateness, and completeness of the application.

The Commission should establish a system for periodic review, assessment, and maintenance of Official Texas Historical Markers in the county. The Commission should work to promote historic and cultural sites in the county to develop and sustain heritage tourism.

(5) Planning

The Commission should work in partnership with other preservation entities in the county to prepare a plan for the preservation of the county's historic and cultural resources. The Commission should use the Texas Historical Commission's statewide preservation plan for guidance.

(6) Museums

The Commission may operate and manage any museum owned or leased by the county; acquire artifacts and other museum collections in the name of the museum or Commission; and supervise any employees hired by the Commissioner's Court to operate the museum. In operating museums, the Commission shall adhere to professional standards in the care, collection, management, and interpretation of artifacts.

(7) Leadership and Training

The Commission, with assistance from the Texas Historical Commission, shall carry out board and volunteer training.

All members of the Executive Committee shall have two hours of formal training on the Open Meetings Act and the Texas Public Information Act within 90 days of taking office. Certificates of completion shall be filed in the office of County Judge.

The Commission should strive to be represented at informational or educational meetings sponsored by the Texas Historical Commission at least once a year.

ARTICLE VIII
Rules of Procedure

The proceedings and business of the Commission shall be governed by Robert's Rules of Order unless otherwise provided herein.

ARTICLE IX
Operations

(1) Execution of Documents

Unless specifically authorized by the Commission or as otherwise required by law, all final contracts, deeds, conveyances, leases, promissory notes, or legal written instruments executed in the name of and on behalf of the Commission shall be signed and executed by the Chairperson and one other officer (or such other person designated by the Commission), pursuant to the general authorization of the Commission. All conveyances of land by deed shall be signed by the Chairperson or two other members of Executive Committee and must be approved by a resolution of the Commission.

(2) Contracts

The Commissioner's Court may, on recommendation of the Commission or other interested persons, contract with a private person for the lease or management of any county-owned real estate or structure that is designated by the Texas Historical Commission as a Recorded Texas Historic Landmark considered worthy of preservation because of its history, culture, or architecture.

The contract must be drawn in consultation with the Commission and must specify the duties of the contracting party, including duties as to:

- (a) maintenance and repairs;
- (b) providing public access;
- (c) restricting inappropriate commercial uses; and
- (d) promoting preservation of the historic, cultural, or architectural aspects of the landmark.

The contract may be handled in the same manner as a contract for professional services rendered to a county, such as a contract for architectural or engineering services, if the contract is with a nonprofit organization chartered in this state.

The contract may be for a period of years as determined by the Commissioner's Court.

(3) Disbursement of Funds

Financial Transactions shall require majority approval of Commission or Executive Committee if a majority of the commission is not immediately available to vote on the transaction. In all other transactions, the Chairperson may dispense with the funds of the Commission in accordance with the annual budget approved by the Commission and the purposes of the Commission as set out in these bylaws. Notwithstanding the above, all checks disbursing funds from any of the Commission's accounts shall require a signed requisition from the Treasurer and the Chairperson.

(4) Fiscal and Human Resources

The Commissioner's Court may pay the necessary expenses of the Commission.

The Commissioner's Court may make agreements with governmental agencies or private organizations and may appropriate funds from the general fund of the county for the purpose of:

- (1) erecting historical markers and monuments;
- (2) purchasing objects and collections of objects that are historically significant to the county;
- (3) preparing, publishing, and disseminating, by sale or otherwise, a history of the county;
- (4) hiring professional staff and consultants;
- (5) providing matching funds for grants; and
- (6) funding other programs or activities as suggested by the Texas Historical Commission and the Commissioner's Court.

The Texas Historical Commission may make grants available to the Commission, subject to the budgetary authority and approval of the Commissioner's Court, to carry out the purposes of this chapter.

(5) Receipt of Gifts

The Commission shall be authorized to accept gifts of money and other property to further its preservation goals, and for any use in the furtherance of its lawful purposes in accordance with the Texas Local Government Code and the guidelines set by the Historical Commission.

(6) Records

The Commission will keep correct and complete records of account and will also keep minutes of the proceedings of the Commission meetings and Committees. The Commission will keep on file in the office of the Rains County Clerk or a safe place designated by the Commissioner's Court the original or a copy of its records, including its bylaws, including amendments to date certified by the Secretary of the Commission.

All elected officers and committee chairpersons shall relinquish their records to the Chairperson, immediately upon the completion of their term of office or completion of a project.

(7) **Inspection of Books and Records**

The minutes and tape recordings of an open meeting are public records and shall be available for public inspection and copying on request to the Commission's Chairperson or the Chairperson's designee.

(8) **Amendments**

The bylaws may be amended at any time by a vote of a majority of Members at a meeting where a quorum is present.

CERTIFICATION

I hereby certify that these bylaws were adopted by the Members of the Rains County Historical Commission at its meeting held on the 14th day of December, 2009.

Mary A. White
Chairperson

Loretta Christian
Secretary

GRANT TERMS AND CONDITIONS

This Agreement (consisting of these terms and conditions and all exhibits) is made and entered into by and between the Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as "TDEM," and the award recipient, Rains County, hereinafter referred to as the "Subrecipient." Furthermore, TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties." All subawards made under this agreement are subject to the same terms and conditions below.

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

- a. The term Recipient and pass-through entity have the same meaning as "Grantee," as used in governing statutes, regulations, and DHS/FEMA guidance.
- b. A Recipient is also a "non-federal entity" for administration purposes.
- c. A Subrecipient is also known as a "Subgrantee" as used in governing statutes regulations and DHS/ FEMA guidance.
- d. A Subrecipient is also a "non-federal entity" for administration purposes.
- e. The "Grant" referred to in this agreement is an award to the Subrecipient passed through from TDEM to the Subrecipient.
- f. Certifying Official will be the Mayor, Judge, or Executive Director authorized to execute these grant terms and conditions, and to submit changes of Subrecipient Agents.
- g. Projects and any subsequent versions for those projects accepted by the Subrecipient and subsequently obligated or deobligated by DHS/FEMA are considered subawards to this grant agreement.
- h. TDEM uses contractors to administer subawards, both in communication with Subgrantees and the awarding agency. A Subgrantee's point of contact for all awards will be the regional Recovery or Mitigation Coordinator followed by the regional contractor. Subgrantees should update their primary points of contact with every new award in addition to each time a contact may change.
- A. **Standard of Performance.** Subrecipient shall perform all activities as approved by TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA or other awarding agency. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
 - 1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
 - 2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
 - 3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
 - 4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
 - 5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
 - 6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
 - 7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
 - 8. Request for Information and Documentation referred to as "Exhibit H"

GRANT TERMS AND CONDITIONS

- B. **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 shall be liable to TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds

or any other grant program funds administered by TDEM until repayment to TDEM 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.

- C. **Funding Obligations.** TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by TDEM under this Grant shall not exceed the total cumulative award amounts listed on the Subawards (projects and subsequent versions).
 2. Subrecipient shall contribute the match funds listed on the subaward.

Subrecipient shall refund to TDEM any sum of these Grant funds that has been determined by TDEM or DHS/FEMA to be an overpayment to Subrecipient or that TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to TDEM within thirty (30) calendar days after TDEM requests such refund. If the subrecipient is unable to refund the amount due at the time of request, they may request offset funds from other open projects under the same award or request a payment plan. If a subrecipient does not provide the amount requested within 30 calendar days, TDEM will first offset the amount with any available funds within the same award and may pursue other remedies to receive payment in full.

- D. **Performance Period.** The performance period for this Grant is listed on the subaward letter for each project. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to TDEM within 60 days of the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to TDEM within 60 days of the end of the performance period. TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

- E. **Uniform Administrative Requirements, Cost Principles and Audit Requirements.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every project]:

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism

GRANT TERMS AND CONDITIONS

- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications
- Disaster Recovery Reform Act of 2018 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant 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 program State Administrative Plan, available at:

<https://grants.tdem.texas.gov>

Subrecipient shall, 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, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may 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.

Grant 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 Grant may only be expended if Subrecipient timely completes and files its reports.

G. **Restrictions and General Conditions.**

1. **Use of Funds.** DHS/FEMA Grant funds may only be used for the purposes set forth in this

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Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition,

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- Federal funds may not be used to sue the Federal government or any other government entity.
2. Federal Employee Prohibition. Federal employees are prohibited directly benefiting from any funds under this Grant.
 3. Points of Contacts. Within 10 calendar days of any change, Subrecipient shall 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 the event a Subrecipient hires a consultant to assist them with managing its Public Assistance grants, they must be listed on the Designated Subrecipient Agent Form. TDEM will direct all correspondence to the Subrecipient but will cc: the consultant on all email exchanges. The Subrecipient will be responsible for sharing written communications with the consultant. The Subrecipient will remain the primary point of contact and must be included in all decision-making activities.
 4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is accurate and is registered on Sams.gov. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>
 5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at www.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 Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
 6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
 - a. Applicability and what to report: 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. §200.331. 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 DUNS number, 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.
 - b. Where and when to report: Subrecipient shall report executive total compensation at www.sam.gov or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
 7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or

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suspending those persons deemed irresponsible in their dealings with the Federal government.

8. Direct Deposit. A completed direct deposit form from Subrecipient shall be provided to TDEM, prior to receiving any payments under the provisions of this grant. The direct deposit form is currently available at grants.tdem.texas.gov under Resources/Public Assistance.
9. Property Management and Inventory. 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. Site Visits. 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 on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall 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.

H. Procurement and Contracting.

1. Procurements. 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 Grant in accordance with 2 C.F.R. 200. 318-326 and Appendix II to Part 200 (A-C) and (E-J)
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
 - a. Procurement by micro purchase
 - b. Procurement by small purchase
 - c. Procurement by sealed bid
 - d. Procurement by competitive proposal
 - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. 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.

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The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting are **ineligible**.

Must perform **cost/price analysis** for every procurement action in excess of the Simplified Acquisition Threshold.

Must negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through <http://www.sam.gov/portal/public/SAM> and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review.
 5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321
- I. **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.

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 Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. 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 and shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A- 133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (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 Grant funds received and performances rendered under this Grant. Subrecipient shall permit TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be 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

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from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.

4. Subrecipient's Facilitation of Audit. Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as TDEM may require of Subrecipient. 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.
5. State Auditor's Clause. Subrecipient understands that acceptance of funds under this Grant 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 in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall 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 Grant.

K. Retention and Accessibility of Records.

1. Retention of Records. Subrecipient shall follow its own internal retention policy, or the state's retention policy, whichever is stricter. At a minimum, the subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.333-337, and this Grant. 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, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS 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.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, 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 Grant 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.

L. Changes, Amendments, Suspension or Termination

1. Modification. DHS/FEMA or TDEM may modify this Grant 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 Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant 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 Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has

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been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.

3. **Suspension.** In the event Subrecipient fails to comply with any term of this Grant, TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
 4. **Termination.** TDEM shall have the right to terminate this Grant, 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 term of this Grant. TDEM shall provide written notice of the termination and include:
 - a. The reason(s) for such termination;
 - b. The effective date of such termination; and
 - c. In the case of partial termination, the portion of this Grant to be terminated.
 - d. Appeal may be made to the Deputy Chief of the Texas Division of Emergency Management - Recovery & Mitigation.
- M. **Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, 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. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by TDEM or DHS/FEMA;
 7. Withhold further awards for the grant program
 8. Take other remedies that may be legally available

In taking an enforcement action, TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless TDEM or DHS/FEMA expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O.

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12549. 2 C.F.R., Appendix II to Part 200, (I).

N. **Conflicts of Interest.** The subrecipient will 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 and 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.

O. **Closing of this Grant.** 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.

At the completion and closure of all Subrecipient's projects (subawards), TDEM will request the Subrecipient to Certify the completion of all projects (subawards) in accordance with the grant terms and conditions to state there are no further claims under this subgrant.

The closeout of this Grant 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 Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

P. **Notices.** All notices and other communications pertaining to this agreement shall be delivered in electronic format and/or writing and shall be transmitted by fax, e-mail, personal hand-delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party.

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 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. §§459a-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.

GRANT TERMS AND CONDITIONS

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply 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 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.

GRANT TERMS AND CONDITIONS

Exhibit C

Certifications for Grant Agreements

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

- A. 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.
- B. 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-L.L. Disclosure of Lobbying Activities, in accordance with its instructions.
- C. 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.
- D. 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:
 1. 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.
 2. 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;
 3. 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;
 4. 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
 5. 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).
- E. 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.
- F. 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.
- G. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.
- H. 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.
- I. 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.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

GRANT TERMS AND CONDITIONS

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.

GRANT TERMS AND CONDITIONS

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1977, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
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.

GRANT TERMS AND CONDITIONS

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.

GRANT TERMS AND CONDITIONS

EXHIBIT F

Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Project Scoping meeting with the State-Federal team (or FEMA process equivalent).
2. All work must be done prior to the approved project completion deadline assigned to each Project (POP). For projects written at 100% complete, documentation must be submitted within 90 days of the Recovery Scoping Meeting (or FEMA process equivalent) or within 90 days of the work completion date (both Hazard Mitigation and Public Assistance), whichever is later, regardless of whether the project has been obligated. 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 your jurisdiction/organization. **Failure to submit a time extension request 90 days prior to the end of the period of performance may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding. The Subrecipient shall submit requests for cost overruns requiring additional obligations to TDEM, who will forward to FEMA for review and approval prior to incurring costs. 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.
4. The Project Completion and Certification Report must be submitted to TDEM within 60 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, or Duplication of Benefits form certifying other funds were received to complete the project.
5. A cost overrun appeal on small (\$128,900) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed. Appeals for Alternative Projects will be subject to the terms of the signed agreement for the Alternative Project.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by initiating a Request for Reimbursement (RFR) in TDEM's Grant Management System (GMS) or an Advance of Funds Request (AFR), and including documentation supporting your request. Small Public Assistance projects are paid upon obligation and will be initiated by TDEM personnel. Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter.
9. Subrecipients will be required to submit quarterly progress reports (QPR) for open large projects and all Hazard Mitigation Grant Program projects using TDEM's GMS. Your assigned Public Assistance and/or Mitigation Coordinator will coordinate the due date for your specific reporting. Reports shall record all

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GRANT TERMS AND CONDITIONS

information in an accurate and timely manner for each quarter. Detailed information regarding each item of information required is available on the form in GMS. Public Assistance program small projects are typically exempt from quarterly reporting, however TDEM reserves the right to require QPRs on any smalls requiring a POP extension. The first quarterly report will be due at the end of the first full quarter following the quarter in which the project was obligated. No quarterlies are required for projects that Subrecipient has initiated a closeout request and has provided a certificate of completion. Failure to submit required quarterly reports for two or more quarters can result in withholding or deobligation of funding for Subrecipients until all reports are submitted and up-to-date.

10. 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. A copy of the Single Audit must be submitted to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.
11. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
12. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.
13. TDEM will be using the FEMA Public Assistance Delivery Model to facilitate the writing of project worksheets (Portal). Subrecipient will be responsible for establishing and maintaining an active account in the Portal and to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal will provide the Subrecipient visibility of the entire project writing process.
14. TDEM requires the use of its Grant Management System (GMS) for Subrecipient grant management functions. Subrecipient will access GMS to initiate Requests for Reimbursements (RFR), Advance of Funds Requests (AFR), Time Extensions, Scope and Cost change requests, Quarterly Progress Reports, Project Closeouts, Appeals, and other items deemed necessary by TDEM. 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.
- 16.2 CFR 200.210(a)(15), 2 CFR 200.331(a)(1)(xiii) and (a)(4) make reference to indirect cost rates. The Subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10% de minimis rate of modified total direct costs (MTDC) (as per § 200.414) when receiving Management Costs.

GRANT TERMS AND CONDITIONS

EXHIBIT G

Match Certification

Additional Grant 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.

Duplication of Program Statement

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

Match Certification

Federal Debt Disclosure

Subrecipient certifies that it is not delinquent on any Federal Debt.

For Hazard Mitigation Projects Only:

Maintenance Agreement

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

Environmental Justice Statement

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

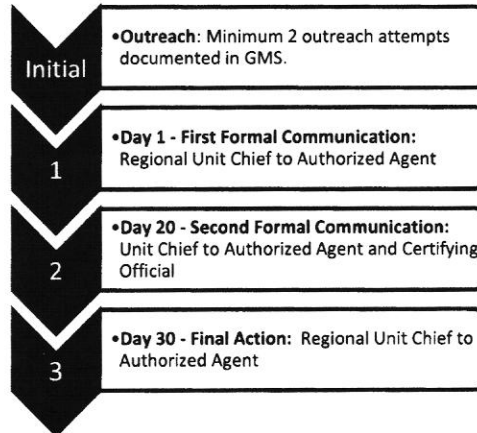
1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.
OR
2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

Formal 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 to support this endeavor following a progressive series of communications for the subrecipient, referred to as Request for Information (RFI). TDEM will work with subrecipients throughout the Formal RFI process as communication is the key to success.

Scope: 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 request for information. The timelines outlined below represent a single 30-day period, containing three milestones.

Generally, this 30-day RFI Timeline begins after TDEM sufficiently documents communication (minimum of two GMS documented forms of outreach) with the subrecipient that has been escalated up to the Regional Unit Chief regarding the requested documentation. However, nothing limits the ability of TDEM to issue either a First or Second Request.



RFI Timelines

First Formal Communication

The TDEM Regional Unit Chief will issue a read-receipt, high importance email to the subrecipient's Authorized Agent(s) highlighting previous requests and allowing thirty calendar days to provide the requested information.

Second Formal Communication

TDEM staff will issue a formal reminder through a letter signed by the Unit Chief which is then emailed to the subrecipient's Authorized Agent(s) and Certifying Official informing them of the final ten business days remaining to provide the requested information. The Assistant Chief is to be copied on the email for visibility.

Final Action

If the RFI is not sufficiently answered, the Unit Chief will verbally contact the subrecipient's Authorized Agent(s) informing them of TDEM's intent to proceed with deobligation of funds or other remedies deemed appropriate by TDEM. Deobligation requires any previously paid funds to be returned to TDEM within thirty calendar days, per the State Administrative Plan.

GRANT TERMS AND CONDITIONS

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

- WW Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
- WW Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
- WW Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
- WW State of Texas Assurances, hereinafter referred to as "Exhibit D"
- WW Environmental Review Certification, hereinafter referred to as "Exhibit E"
- WW Additional Grant Conditions, hereinafter referred to as "Exhibit F"
- WW Additional Grant Certifications, hereinafter referred to as "Exhibit G"
- WW Request for Information and Documentation referred to as "Exhibit H"

Please sign below to acknowledged acceptance of the grant and all exhibits in this agreement, and to abide by all terms and conditions.

Wayne Wolfe
Signature of Certifying Official

4-26-2021
Date

Wayne Wolfe County Judge
Printed Name and Title

RESOLUTION #IV.B.9082726

A RESOLUTION OF THE COMMISSIONERS COURT OF RAINS COUNTY, TEXAS, APPROVING THE RENEWAL OF INSURANCE COVERAGE THROUGH THE TEXAS ASSOCIATION OF COUNTIES LIABILITY INSURANCE POOL FOR AUTOMOBILE AND PROPERTY INSURANCE FOR THE POLICY TERM OCTOBER 1, 2026, THROUGH OCTOBER 1, 2027; AUTHORIZING THE COUNTY JUDGE TO EXECUTE DOCUMENTS NECESSARY TO EFFECTUATE THE RENEWAL; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, Rains County, Texas, desires to maintain appropriate insurance protection for County-owned automobiles, property, and related risks;

WHEREAS, the Texas Association of Counties Liability Insurance Pool provides automobile and property insurance coverage to participating Texas counties;

WHEREAS, the Commissioners Court has reviewed the proposed renewal of automobile and property insurance coverage through the Texas Association of Counties Liability Insurance Pool for the policy period beginning October 1, 2025, and ending October 1, 2027; and

WHEREAS, the Commissioners' Court finds that approving this renewal is in the best interest of Rains County and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF RAINS COUNTY, TEXAS, THAT:

The Commissioners Court hereby approves the renewal of automobile and property insurance coverage through the Texas Association of Counties Liability Insurance Pool for Rains County for the policy term of October 1, 2026, through October 1, 2027, subject to the terms, conditions, limits, exclusions, and premiums set forth in the applicable renewal documents.

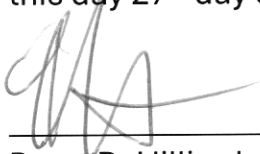
The County Judge is authorized to execute the renewal application, participation agreement, coverage documents, and any other documents necessary or appropriate to effectuate the approved renewal. The County Auditor, County Treasurer, are authorized to take all actions necessary to administer payment of the coverage in accordance with applicable law and County procedures.

Ratification. All actions previously taken by County officials or employees consistent with the purpose of this Resolution are hereby ratified and confirmed.

RESOLUTION #IV.B.9082726

Effective Date. This Resolution shall take effect immediately upon its passage and approval.

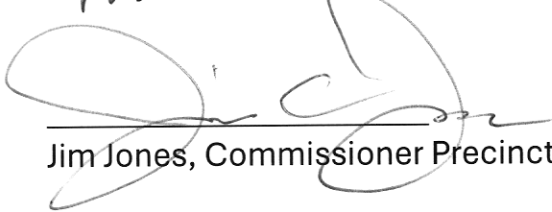
PASSED AND APPROVED by the Commissioners Court of Rains County, Texas, on this day 27th day of August , 2026.



Brent D. Hilliard, Rains County Judge



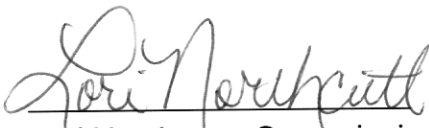
Jeremy Cook, Commissioner Precinct 1



Jim Jones, Commissioner Precinct 2



Korey Young, Commissioner Precinct 3



Lori Northcutt, Commissioner Precinct 4