

TEXAS DEPARTMENT OF PUBLIC SAFETY

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April 21, 2016

The Honorable Samuel L. Neal Jr., County Judge
Nueces County
901 Leopard Street Suite 303
Corpus Christi TX 78401-3602
DUNS Number 078495025
TINS Number 17460005857
FIPS Number 35599355

RE: Public Assistance Grant, 4223, Severe Storms, Tornadoes, Straight-line Winds,
and Flooding

Catalog of Federal Domestic Assistance (CFDA) number: 97.036
FEMA Project Number PA-06-TX-4223-PW01520
Project Title: NUE012B - IB McGee RV Park
Period of Performance 05/29/2015 to 11/29/2015

A Public Assistance subgrant has been awarded by Texas Division of Emergency
Management (TDEM).

PA-06-TX-4223-PW01520						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	04/05/2016	\$30,620.47	75%	\$22,965.35	25%	\$7,655.12

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable
as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award
are also attached.

Signing and returning this award letter indicates Subrecipient's acceptance of the scope
of the subaward, the ability to pay the state match and all grant terms and conditions
outlined in the attached documents.

Acceptance of the subaward must be returned to TDEM before payment on the subaward can be processed.

It is important that the Subrecipient read, understand and comply with the scope and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

Please sign below to acknowledged acceptance of this subaward and agreement to abide by all terms and conditions.

Designated Subrecipient Agent

Date

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

If you have any questions please contact Gerald Muchando, Public Assistance Specialist at (210) 881-1808 or email at Gerald.Muchando@us.gt.com.

ATTACHMENTS: Scope of Work
Terms and Conditions

PA-06-TX-4223-PW-01520(0) P	
Applicant Name:	Application Title:
NUECES (COUNTY)	NUE012B - IB McGee RV Park
Period of Performance Start:	Period of Performance End:
05-29-2015	11-29-2015

Subgrant Application - Entire Application

Application Title: [NUE012B - IB McGee RV Park](#)
Application Number: [PA-06-TX-4223-PW-01520\(0\)](#)
Application Type: [Subgrant Application \(PW\)](#)

Preparer Information

Prefix	Mr.
First Name	RANDALL
Middle Initial	
Last Name	BOSTRUM
Title	Project Specialist
Agency/Organization Name	FEMA - Region 6
Address 1	800 N Loop 288
Address 2	
City	Denton
State	TX
Zip	76209
Email	Chris.Walsh@fema.dhs.gov

Is the application preparer the Point of Contact? No

Point of Contact Information

Prefix	Mr.
First Name	Samuel
Middle Initial	L
Last Name	Neal Jr.
Title	County Judge
Agency/Organization	Nueces County
Address 1	901 Leopard Street
Address 2	Suite 303
City	Corpus Christi
State	TX
ZIP	78401
Phone	361-888-0444

Fax 361-888-0445
 Email claudia.lobell@nuecesco.com

Alternate Point of Contact Information

Prefix
 First Name Danielle
 Middle Initial
 Last Name Hale
 Title Emergency Management Coordinator
 Agency/Organization Nueces County
 Address 1 901 Leopard Street
 Address 2 Suite 303
 City Corpus Christi
 State TX
 ZIP 78401
 Phone 361-888-0513
 Fax 361-888-0445
 Email danielle.hale@nuecesco.com

Project Description

Disaster Number: 4223
 Pre-Application Number: PA-06-TX-4223-RPA-0286
 Applicant ID: 355-99355-00
 Applicant Name: NUECES (COUNTY)
 Subdivision:
 Project Number: NUE012B
 Standard Project Number/Title: 299 - Emergency Protective Measures
 Please Indicate the Project Type: Neither Alternate nor Improved
 Application Title: NUE012B - IB McGee RV Park
 Category: B.PROTECTIVE MEASURES
 Percentage Work Completed? 100.0 %
 As of Date: 12-11-2015

Comments

Nueces County performed emergency repairs for the sewer lines, lift station and ancillary equipment due to failure during the storm events. CCC

Attachments

Damage Facilities (Part 1 of 2)

Facility Number	Facility Name	Address	County	City	State	ZIP	Site Previously Damaged?	Action
1	IB McGee Lift Station and sewer lines	321 North On The Beach	Nueces	Port Aransas	TX	78737	No	

Comments						
Attachments						
User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
RANDALL BOSTRUM	12-11-2015	Map	Google map of park	Map of IB McGee Park	IB MCGee RV Park Google Earth map.pdf (9.38 Mb)	View
RANDALL BOSTRUM	12-11-2015	Photos	Lift Station Exterior	Lift Station IB McGee	Lift station exterior.pdf (387.51 kb)	View
RANDALL BOSTRUM	12-23-2015	Photos	Lift Station Exterior Photo	Lift Station exterior	Lift station exterior.pdf (387.51 kb)	View
RANDALL BOSTRUM	12-23-2015	Photos	lift station Pump & Motor		Lift Station Pump & motor 1.pdf(1.28 Mb)	View
RANDALL BOSTRUM	12-23-2015	Photos	Lift Station pump & motor 2		Lift station pump & motor 2.pdf(1.32 Mb)	View
RANDALL BOSTRUM	12-23-2015	Photos	Temp sewer line above ground		Temp line above ground.pdf(1.39 Mb)	View
RANDALL BOSTRUM	12-23-2015	Photos	Park overview photo	Park overview	Overview RV park.pdf (143.70 kb)	View
RANDALL BOSTRUM	12-23-2015	Photos	Pump #1	Pump #1	Pump #1 -1.pdf(1.59 Mb)	View
RANDALL BOSTRUM	12-23-2015	Photos	Pump #2		Pump & Motor #2.pdf (1.41 Mb)	View
RANDALL BOSTRUM	12-23-2015	Calculation Sheet	IB McGee Park Invoice Tally Sheet	Excel tally sheet of invoices and force acct.	IB McGee Park Invoices tally sheet.xlsx(14.19 kb)	View
RANDALL BOSTRUM	01-05-2016	Force Account	Force account timesheets and invoice tally	Force Account timesheets & invoice tally	IB McGee Timesheets and invoice summary.pdf (654.77 kb)	View

Facility Name:	IB McGee Lift Station and sewer lines
Address 1:	321 North On The Beach
Address 2:	
County:	Nueces
City:	Port Aransas
State:	TX
ZIP:	78737
Was this site previously damaged?	No
Percentage Work Completed?	100.00 %
Location:	PA-06-TX-4223-PW-01520(0): The I. B. McGee RV park lift station, retention pond, drainage swale and forced main sewer line are located at LAT 27.830925 LON -97.051331. The address is at 321 North On The Beach, Port Aransas, TX 79373.

Damage Description and Dimensions:	<p>PA-06-TX-4223-PW-01520(0):</p> <p>DAMAGE DESCRIPTION & DIMENSIONS:</p> <p>During the incident period May 4th thru June 22nd, due to severe storms, heavy rains, and flood waters; Nueces County suffered damages to the lift station, drainage and sewer systems at the I. B. McGee RV park lift station, retention pond, drainage swale and forced main sewer line located at LAT 27.830925 LON -97.051331. The lift station was built in 1961 and updated in 1968.</p> <p>Heavy rain and floodwaters inundated an approx. 780,000 sq. ft. area causing siltation at the park retention pond and drainage swale. This flooded area was designed to drain through the retention pond and drainage swale to a levee 1400 feet to the South East. The park was open to users during the event and emergency repairs were necessary to accommodate the high use during the Memorial Day weekend.</p> <p>Backpressure from water inundation of the sewer line at failed joints caused the lift station pumps, motors and the 4" diameter forced main sewer line to fail. The backflow into the lift station caused the two pumps and undersized motors to cease operation and were damaged. Lift station failure created an immediate health hazard as raw sewage collected in the lift station, and backed up feeder lines from the main building, RV hookups and two shower houses/bathrooms on the beach. The lift station and related forced main are a critical facility which are connected with the City of Port Aransas wastewater treatment system. Force account labor and contracted services were employed to restore operations of the lift station and sewer main. The temporary repairs were made and permanent repairs will be captured on a separate Category F Project Worksheet.</p> <p>Damages incurred are as follows:</p> <ol style="list-style-type: none"> 1. Debris (silt) accumulated in the retention pond and swale as silt ridden water exceeded the capacity of the facility to direct the flow to dispersal areas. The amount of silt that accumulated in the retention pond and swale will be assessed and if determined to be eligible disaster related damage will be written on a separate Category F Project worksheet. 2. The contaminated water accumulated in the lift station to the door sill (approx. 2' deep) and created an immediate health hazard which required immediate cleanup. The applicant utilized force account labor and contractors to clean the raw sewage from the station. Total overtime hours of force account labor was 78.9 hours. A contractor and repair parts for motors, pumps and electrical equipment were utilized to repair the lift station system. 3. Two electric motors each of 1 hp. capacity were destroyed beyond repair and required immediate repair. These will require replacement as they were found to be undersized for the required load. 4. Two sewer pumps failed and were rebuilt as an emergency measure. They will require replacement. 5. Park staff rented a larger capacity portable pump to increase pressure in the line and hired contractors to determine the breaks in the line. The added pump force "cleared" the excess water in the line, but damage to the line was too great for the lift station's repaired pumps and motors to continue operation due to too much back pressure. 6. 2230 LF of 4" sewer main was breached and broken by the weight and inundation of brackish water. Seals were compromised at joints along the flooded line. 7. A temporary sewer line 1700 feet in length, was constructed above ground in a more direct route to the connection with the city wastewater treatment lines to meet the park needs.
Scope of Work:	<p>PA-06-TX-4223-PW-01520(0):</p> <p>Emergency Response Work:</p>

WORK COMPLETED:

The I.B. McGee RV park staff and contractors completed emergency repairs by pumping out and cleaning the lift station and repairing or replacing the mechanical components. They also engaged a pump company to repair the inoperable pumps and install permanent replacement motors which will be captured on a Category F PW. The county used a portable pump to flush out the forced main line.

1. The lift station was cleaned and sanitized. Contractors were hired to pump out the refuse and force account labor utilized to clean and sanitize the interior surfaces of the lift station. Temporary pumps were used to attempt to push the sewage through the permanent lines. The total cost as follows:

Pipe Cleanout and pump out = \$8,010.52, use of force account labor for cleanup was \$1,637.13.

2. Two electric motors of 1 hp. capacity were repaired. A pump contractor was engaged to repair the motors and evaluate the pump repairs. The pump contractor determined the original motors were undersized to meet the required manufacturer standards of the pump load. These motors were repaired and were utilized to attempt to pump effluent but were inadequate to push the material through the line. New higher horsepower motors (1 ½ hp. vs. 1 hp.) were recommended and installed to meet the pump requirements. These new motors will be captured on a Category F PW. These 1 ½ hp electric motors were installed as a code and standard requirement to match the capacity of the pumps necessary to pump the effluent in the over 1700LF of new temporary pipeline.

Electric and motor repairs = \$703.18

3. Two sewer pumps were rebuilt and reinstalled as a temporary measure. They will require replacement as they now exhibit rust and deterioration due to caustic liquid (saltwater and sewage) exposure. Total cost of repairs = \$5,352.38.

4. A temporary portable pump was utilized to operate the lift station. Pump out = \$7,556.84

5. The county installed a temporary 4" PVC line on a more direct route to the connection with the City system. This was approx. 1700 feet in length (about 530 ft. shorter than the existing line), it did not involve 90 degree bends, and incorporated epoxy sealed joints that are less prone to breakage and water intrusion than those in the existing line. The line was installed as a temporary measure and is above ground.

Temporary pipe = \$2,196.42

Engineering for pipe = \$4,530.00

Total for emergency repairs and operations: \$29,986.47

WORK TO BE COMPLETED: No additional emergency repairs are to be completed. The permanent repairs will be delineated on a Category F Project Worksheet reference NUE013F.

Notes:

COSTS: The sub grantee requested Direct Administrative Costs (DAC) that are directly DIRECT ADMINISTRATIVE chargeable to this project. Associated eligible work is related administration of the PA project only and in accordance with 2 CFR 200.413. These costs are treated consistently and uniformly as direct costs in all federal awards and other sub-grantee activities and are not included in any approved indirect cost rates. These Direct Administrative costs have been estimated using the DAC Matrix (attached).

-- **HAZARD MITIGATION PROPOSAL:** Hazard Mitigation measures have been discussed with the applicant and a Hazard Mitigation Proposal (HMP) will be included in project worksheet NUE013F. This proposal could either reduce or eliminate the potential for future damage to this facility from similar events. Final Determination of HMP eligibility and effectiveness will be made by a 406 Hazard Mitigation Specialist during the EMMIE review

process.

-- PROCUREMENT: The Applicant was advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Applicant must comply with its Local, State and/or Federal procurement laws, regulations, and procedures as required by 2 CFR 317-326.

-- RECORD RETENTION: As described in 2 CFR 200.33 Sub-grantee must maintain all work-related records for a period of three (3) years from Sub-grantee closure (final payment), all records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs.

-- PERMITS: Federal Funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds. The applicant is responsible for obtaining all required permits prior to the commencement of work.

-- ENVIRONMENTAL AND HISTORIC PRESERVATION: Applicant must comply with all applicable environmental and historic preservation laws. Federal funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds.

-- CHANGES TO SCOPE OF WORK DESCRIBED IN THIS PW/SA (SUBGRANT APPLICATION): The applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities. Any change to the approved scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins. Failure to report changes may jeopardize Federal and State funding. In the case of a change in scope of work, the applicant should immediately notify Wendell Allen, Section Administrator, Texas Department of Emergency Management prior to starting work.

-- INSURANCE REVIEW: The applicant is aware that all projects are subject to an insurance review as stated in 44 C.F.R. Sections 206.252 and 206.253. If applicable, an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the applicant's insurance policy which may affect the total amount of the project. Approval of this project may result in an obtain/maintain insurance requirement. The Sub-grantee must comply with insurance reviewer terms and conditions upon receipt of sub-grant from the State.

-- COST BASIS FOR LABOR, EQUIPMENT AND MATERIALS: Costs used to formulate this project were based on:

- Unit Costs provided by Applicant
- Actual or Recent Contract costs
- Local material cost

-- AUDIT STATEMENT: All documentation related to this project worksheet is subject to audit and must reflect disaster – related work and project – specific cost. The applicant has been advised of responsibility to maintain supporting documentation (records). The type of records to be maintained is specified in FEMA policy 2 CFR Subpart F, Audit Requirements. Records must be maintained for three 3 years from the date the last project was completed or from the date final payment was received, whichever is later.

-- 75% FEDERAL FUNDING: In accordance with FEMA policy 9523.9 and current disaster declaration determinations, this project worksheet will be funded with the Federal Cost share at 75% of all eligible costs.

-- By accepting this grant the Applicant to the best of their ability acknowledges that all damages described within this Sub-grant Application and all associated costs being claimed were a direct result of the declared event, and in connection with the incident period of 05/04/2015 thru 06/22/2015 with the exception of requests for alternate or improved projects.

Hazard Mitigation Proposal		
* Is effective mitigation feasible on this site?	No	
If you answered Yes to the above question, the next question is required		
Will mitigation be performed on this site?	No	
If you answered Yes to the above question, the next question is required		
Do you wish to attach a Hazard Mitigation Proposal?	No	
If you answered Yes to the above question, the next two questions are required		
Please provide the Scope of Work for the estimate: (maximum 4000 characters)		
Would you like to add the Hazard Mitigation Proposal as a cost line item to the project cost?	No	
GIS Coordinates		
Project Location	Latitude	Longitude

Special Considerations

1. Does the damaged facility or item of work have insurance coverage and/or is it an insurable risk (e.g., buildings, equipment, vehicles, etc)? Yes

If you would like to make any comments, please enter them below.

(maximum 4000 characters)

Insurance policy is on file at FEMA Region 6, Denton TX.

2. Is the damaged facility located within a floodplain or coastal high hazard area and/or does it have an impact on a floodplain or wetland? Yes

If you would like to make any comments, please enter them below.

(maximum 4000 characters)

The facilities are located in a VE zone. BFE 11 ft. CCC

3. Is the damaged facility or item of work located within or adjacent to a Coastal Barrier Resource System Unit or an Otherwise Protected Area? Yes

If you would like to make any comments, please enter them below.

(maximum 4000 characters)

This facility is adjacent to a beach area where sea turtles nest.

4. Will the proposed facility repairs/reconstruction change the pre-disaster conditions (e.g., footprint, material, location, capacity, use of function)? Yes

If you would like to make any comments, please enter them below.

(maximum 4000 characters)

The temporary sewer lines were located along a shorter path than the existing. The permanent lines will also be along these lines.

5. Does the applicant have a hazard mitigation proposal or would the applicant like technical assistance for a hazard mitigation proposal? No

6. Is the damaged facility on the National Register of Historic Places or the state historic listing? Is it older than 50 years? Are there more, similar buildings near the site? No

7. Are there any pristine or undisturbed areas on, or near, the project site? Are there large tracts of forestland? No

8. Are there any hazardous materials at or adjacent to the damaged facility and/or item of work? No

9. Are there any other environmental or controversial issues associated with the damaged facility and/or item of work? No

Attachments						
User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
RANDALL BOSTRUM	12-23-2015	Floodplain	Floodmap	Flood Map IB McGee RV park	NUE012B - Site# 1 (3).pdf (132.34 kb)	View

Mitigation section is not applicable for your project category.

Cost Estimate

Is this Project Worksheet for

(Preferred) Repair									
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
*** Version 0 ***									
Work Completed									
1	9999	Emergency Repairs	1	LS	\$ 28,349.34	CONTRACTUAL	Work Completed	\$ 28,349.34	
2	9999	Force account labor - emerg. repairs	1	LS	\$ 1,637.13	PERSONNEL	Work Completed	\$ 1,637.13	
Direct Subgrantee Admin Cost									
3	9901	Direct Administrative Costs (Subgrantee)	1	LS	\$ 634.00	INDIRECT CHARGES	Direct Subgrantee Admin Cost	\$ 634.00	
								Total Cost : \$ 30,620.47	

Insurance Adjustments (Deductibles, Proceeds and Settlements) - 5900/5901									
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
								Total Cost : \$ 0.00	

Total Cost Estimate: (Preferred Estimate Type + Insurance Adjustments)	\$ 30,620.47
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Comments						
CCC						
Attachments						
User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
RANDALL BOSTRUM	01-22-2016	Force Account	Personel Policy	Personel Policy	Personnel Policy Manual.pdf (763.37 kb)	View
						View

RANDALL BOSTRUM	01-22-2016	Additional Information	Procurement Policy	Procurement Policy	NUECES COUNTY-Purchasing Policy and Procedures Manual (2).pdf(4.14 Mb)	
RANDALL BOSTRUM	02-12-2016	Calculation Sheet	Time sheets and Invoice summary	Time sheets and Invoice summary	IB McGee Timesheets and invoice summary.pdf(654.77 kb)	View
RANDALL BOSTRUM	02-12-2016	Invoice	NUE012B Invoices	NUE012B Invoices	NUEC12B Invoices.pdf(4.80 Mb)	View
RANDALL BOSTRUM	03-03-2016	Calculation Sheet	NUE001B - DAC Matrix	NUE001B - DAC Matrix	NUE012B - DAC_Matrix_2015_CPI.pdf(73.39 kb)	View

Existing Insurance Information

Insurance Type	Policy No.	Bldg/Property Amount	Content Amount	Insurance Amount	Deductible Amount	Years Required
General	KTL-CMB-8B23976-2-15	\$ 267,385,955.00	\$ 267,385,955.00	\$ 267,385,955.00	\$ 100,000.00	0

Required Insurance Information

Insurance Type	Policy No.	Bldg/Property Amount	Content Amount	Insurance Amount	Deductible Amount	Years Required
Flood	Not required this PW		\$ 0.00	\$ 0.00	\$ 0.00	0

Comments
Insurance is on file at the Region 6 /Denton Office. CCC
Attachments

Comments and Attachments

Name of Section	Comment	Attachment
Project Description	Nueces County performed emergency repairs for the sewer lines, lift station and ancillary equipment due to failure during the storm events. CCC	
Damage Facilities		IB MCGee RV Park Google Earth map.pdf (12-11-2015) Lift station exterior.pdf (12-11-2015) Lift station exterior.pdf (12-23-2015) Lift Station Pump & motor 1.pdf (12-23-2015) Lift station pump & motor 2.pdf (12-23-2015) Temp line above ground.pdf (12-23-2015) Overview RV park.pdf (12-23-2015) Pump #1 -1.pdf (12-23-2015)

Comments and Attachments

Special Considerations

[Pump & Motor #2.pdf](#) (12-23-2015)
[IB McGee Park Invoices tally sheet.xlsx](#) (12-23-2015)
[IB McGee Timesheets and invoice summary.pdf](#) (01-05-2016)
[NUE012B - Site# 1 \(3\).pdf](#) (12-23-2015)
[Personnel Policy Manual.pdf](#) (01-22-2016)
[NUECES COUNTY-Purchasing Policy and Procedures Manual \(2\).pdf](#) (01-22-2016)

Cost Estimate CCC

[IB McGee Timesheets and invoice summary.pdf](#) (02-12-2016)
[NUEC12B Invoices.pdf](#) (02-12-2016)
[NUE012B - DAC Matrix 2015 CPI.pdf](#) (03-03-2016)

Insurance Information Insurance is on file at the Region 6 /Denton Office. CCC

Form 90-91

[NUE012B - 01520 PW SIGNED 90-91.pdf](#) (03-23-2016)

Bundle Reference # (Amendment #)	Date Awarded
PA-06-TX-4223-PW-01520(1576)	04-05-2016

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY
PROJECT WORKSHEET

DISASTER	PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA 4223 - DR -TX	NUE012B	355-99355-00	03-03-2016	B
APPLICANT: NUECES (COUNTY)			WORK COMPLETE AS OF: 12-11-2015 : 100 %	
Site 1 of 1				
DAMAGED FACILITY: IB McGee Lift Station and sewer lines			COUNTY: Nueces	
LOCATION: PA-06-TX-4223-PW-01520(0): The I. B. McGee RV park lift station, retention pond, drainage swale and forced main sewer line are located at LAT 27.830925 LON -97.051331. The address is at 321 North On The Beach, Port Aransas, TX 79373.			LATITUDE:	LONGITUDE:

Current Version:

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-06-TX-4223-PW-01520(0):

DAMAGE DESCRIPTION & DIMENSIONS:

During the incident period May 4th thru June 22nd, due to severe storms, heavy rains, and flood waters; Nueces County suffered damages to the lift station, drainage and sewer systems at the I. B. McGee RV park lift station, retention pond, drainage swale and forced main sewer line located at LAT 27.830925 LON -97.051331. The lift station was built in 1961 and updated in 1968.

Heavy rain and floodwaters inundated an approx. 780,000 sq. ft. area causing siltation at the park retention pond and drainage swale. This flooded area was designed to drain through the retention pond and drainage swale to a levee 1400 feet to the South East. The park was open to users during the event and emergency repairs were necessary to accommodate the high use during the Memorial Day weekend.

Backpressure from water inundation of the sewer line at failed joints caused the lift station pumps, motors and the 4" diameter forced main sewer line to fail. The backflow into the lift station caused the two pumps and undersized motors to cease operation and were damaged. Lift station failure created an immediate health hazard as raw sewage collected in the lift station, and backed up feeder lines from the main building, RV hookups and two shower houses/bathrooms on the beach. The lift station and related forced main are a critical facility which are connected with the City of Port Aransas wastewater treatment system. Force account labor and contracted services were employed to restore operations of the lift station and sewer main. The temporary repairs were made and permanent repairs will be captured on a separate Category F Project Worksheet.

Damages incurred are as follows:

1. Debris (silt) accumulated in the retention pond and swale as silt ridden water exceeded the capacity of the facility to direct the flow to dispersal areas. The amount of silt that accumulated in the retention pond and swale will be assessed and if determined to be eligible disaster related damage will be written on a separate Category F Project worksheet.
2. The contaminated water accumulated in the lift station to the door sill (approx. 2' deep) and created an immediate health hazard which required immediate cleanup. The applicant utilized force account labor and contractors to clean the raw sewage from the station. Total overtime hours of force account labor was 78.9 hours. A contractor and repair parts for motors, pumps and electrical equipment were utilized to repair the lift station system.
3. Two electric motors each of 1 hp. capacity were destroyed beyond repair and required immediate repair. These will require replacement as they were found to be undersized for the required load.
4. Two sewer pumps failed and were rebuilt as an emergency measure. They will require replacement.
5. Park staff rented a larger capacity portable pump to increase pressure in the line and hired contractors to determine the breaks in the line. The added pump force "cleared" the excess water in the line, but damage to the line was too great for the lift station's repaired pumps and motors to continue operation due to too much back pressure.
6. 2230 LF of 4" sewer main was breached and broken by the weight and inundation of brackish water. Seals were compromised at joints along the flooded line.
7. A temporary sewer line 1700 feet in length, was constructed above ground in a more direct route to the connection with the city wastewater treatment lines to meet the park needs.

Current Version:

SCOPE OF WORK:

PA-06-TX-4223-PW-01520(0):

Emergency Response Work:

WORK COMPLETED:

The I.B. McGee RV park staff and contractors completed emergency repairs by pumping out and cleaning the lift station and repairing or replacing the mechanical components. They also engaged a pump company to repair the inoperable pumps and install permanent replacement motors which will be captured on a Category F PW. The county used a portable pump to flush out the forced main line.

1. The lift station was cleaned and sanitized. Contractors were hired to pump out the refuse and force account labor utilized to clean and sanitize the interior surfaces of the lift station. Temporary pumps were used to attempt to push the sewage through the permanent lines. The total cost as follows:

Pipe Cleanout and pump out = \$8,010.52, use of force account labor for cleanup was \$1,637.13.

2. Two electric motors of 1 hp. capacity were repaired. A pump contractor was engaged to repair the motors and evaluate the pump repairs. The pump contractor determined the original motors were undersized to meet the required manufacturer standards of the pump load. These motors were repaired and were utilized to attempt to pump effluent but were inadequate to push the material through the line. New higher horsepower motors (1 ½ hp. vs. 1 hp.) were recommended and installed to meet the pump requirements. These new motors will be captured on a Category F PW. These 1 ½ hp electric motors were installed as a code and standard requirement to match the capacity of the pumps necessary to pump the effluent in the over 1700LF of new temporary pipeline.

Electric and motor repairs = \$703.18

3. Two sewer pumps were rebuilt and reinstalled as a temporary measure. They will require replacement as they now exhibit rust and deterioration due to caustic liquid (saltwater and sewage) exposure. Total cost of repairs = \$5,352.38.

4. A temporary portable pump was utilized to operate the lift station.

Pump out = \$7,556.84

5. The county installed a temporary 4" PVC line on a more direct route to the connection with the City system. This was approx. 1700 feet in length (about 530 ft. shorter than the existing line), it did not involve 90 degree bends, and incorporated epoxy sealed joints that are less prone to breakage and water intrusion than those in the existing line. The line was installed as a temporary measure and is above ground.

Temporary pipe = \$2,196.42

Engineering for pipe = \$4,530.00

Total for emergency repairs and operations: \$29,986.47

WORK TO BE COMPLETED: No additional emergency repairs are to be completed. The permanent repairs will be delineated on a Category F Project Worksheet reference NUE013F.

Notes:

COSTS: The sub grantee requested Direct Administrative Costs (DAC) that are directly DIRECT ADMINISTRATIVE chargeable to this project. Associated eligible work is related administration of the PA project only and in accordance with 2 CFR 200.413. These costs are treated

consistently and uniformly as direct costs in all federal awards and other sub-grantee activities and are not included in any approved indirect cost rates. These Direct Administrative costs have been estimated using the DAC Matrix (attached).

-- HAZARD MITIGATION PROPOSAL: Hazard Mitigation measures have been discussed with the applicant and a Hazard Mitigation Proposal (HMP) will be included in project worksheet NUE013F. This proposal could either reduce or eliminate the potential for future damage to this facility from similar events. Final Determination of HMP eligibility and effectiveness will be made by a 406 Hazard Mitigation Specialist during the EMMIE review process.

-- PROCUREMENT: The Applicant was advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Applicant must comply with its Local, State and/or Federal procurement laws, regulations, and procedures as required by 2 CFR 317-326.

-- RECORD RETENTION: As described in 2 CFR 200.33 Sub-grantee must maintain all work-related records for a period of three (3) years from Sub-grantee closure (final payment), all records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs.

-- PERMITS: Federal Funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds. The applicant is responsible for obtaining all required permits prior to the commencement of work.

-- ENVIRONMENTAL AND HISTORIC PRESERVATION: Applicant must comply with all applicable environmental and historic preservation laws. Federal funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds.

-- CHANGES TO SCOPE OF WORK DESCRIBED IN THIS PW/SA (SUBGRANT APPLICATION): The applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities. Any change to the approved scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins. Failure to report changes may jeopardize Federal and State funding. In the case of a change in scope of work, the applicant should immediately notify Wendell Allen, Section Administrator, Texas Department of Emergency Management prior to starting work.

-- INSURANCE REVIEW: The applicant is aware that all projects are subject to an insurance review as stated in 44 C.F.R. Sections 206.252 and 206.253. If applicable, an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the applicant's insurance policy which may affect the total amount of the project. Approval of this project may result in an obtain/maintain insurance requirement. The Sub-grantee must comply with insurance reviewer terms and conditions upon receipt of sub-grant from the State.

-- COST BASIS FOR LABOR, EQUIPMENT AND MATERIALS: Costs used to formulate this project were based on:

- Unit Costs provided by Applicant
- Actual or Recent Contract costs
- Local material cost

-- AUDIT STATEMENT: All documentation related to this project worksheet is subject to audit and must reflect disaster – related work and project – specific cost. The applicant has been advised of responsibility to maintain supporting documentation (records). The type of records to be maintained is specified in FEMA policy 2 CFR Subpart F, Audit Requirements. Records must be maintained for three 3 years from the date the last project was completed or from the date final payment was received, whichever is later.

-- 75% FEDERAL FUNDING: In accordance with FEMA policy 9523.9 and current disaster declaration determinations, this project worksheet will be funded with the Federal Cost share at 75% of all eligible costs.

-- By accepting this grant the Applicant to the best of their ability acknowledges that all damages described within this Sub-grant Application and all associated costs being claimed were a direct result of the declared event, and in connection with the incident period of 05/04/2015 thru 06/22/2015 with the exception of requests for alternate or improved projects.

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input type="checkbox"/> No	Special Considerations included? <input type="checkbox"/> Yes <input type="checkbox"/> No
Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input type="checkbox"/> No	Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input type="checkbox"/> No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			
1	9999	Emergency Repairs	1/LS	\$ 28,349.34	\$ 28,349.34
2	9999	Force account labor - emerg. repairs	1/LS	\$ 1,637.13	\$ 1,637.13
		Direct Subgrantee Admin Cost			
3	9901	Direct Administrative Costs (Subgrantee)	1/LS	\$ 634.00	\$ 634.00
				TOTAL COST	\$ 30,620.47
PREPARED BY RANDALL BOSTRUM			TITLE Project Specialist	SIGNATURE	
APPLICANT REP. Samuel L Neal Jr.			TITLE County Judge	SIGNATURE	

NUECES (COUNTY) : PA-06-TX-4223-PW-01520					
Conditions Information					
Review Name	Condition Type	Condition Name	Description	Monitored	Status
Final Review	Other (EHP)	Standard Condition #1	Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.	No	Approved
Final Review	Other (EHP)	Standard Condition #3	If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.	No	Approved
Final Review	Other (EHP)	Standard Condition #2	This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.	No	Approved
EHP Review	Other (EHP)	Standard Condition #3	If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.	No	Recommended
EHP Review	Other (EHP)	Standard Condition #2	This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.	No	Recommended
EHP Review	Other (EHP)	Standard Condition #1	Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.	No	Recommended
Insurance Review	Conditions (Grant Specific)	Section 312, Duplication of	In the event any part or all of these costs are paid by an insurance policy, then a	Yes	Recommended

NUECES (COUNTY) : PA-06-TX-4223-PW-01520				
Conditions Information				
		Benefits (42 U.S.C. 5155) (a).	duplication of benefits from insurance will occur. The Sub-Applicant must notify the Grantee and FEMA of such recoveries and the Sub-Grant amount must be reduced by actual insurance proceeds; Section 312, Duplication of Benefits (42 U.S.C. 5155) (a).	

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
5	Award Review	RENFRO GARY	04-05-2016 12:52 PM GMT	Obligating 45 PWs for DR4223 April Spend Plan
4	Final Review	RENFRO GARY	04-01-2016 08:50 PM GMT	I agree with the reviews, ready to obligate. 4/1/16 gary renfro
3	EHP Review	FAIRLEY DONALD	03-07-2016 08:38 PM GMT	<p>Neuces County, TX. Cat "B", 100% complete as of 12-11-2015. Protective Measures, IB McGee RV Park Lift Station. 27.830925, -97.051331. DAMAGE: Debris accumulated in the retention pond and swale as silt ridden water exceeded the capacity of the facility, contaminated water accumulated in the lift station to the door sill (approx. 2' deep) and created an immediate health hazard which required immediate cleanup, Two electric motors each of 1 hp. capacity were destroyed beyond repair and required immediate repair. These will require replacement, Two sewer pumps failed and were rebuilt as an emergency measure. They will require replacement, rented a larger capacity portable pump to increase pressure in the line and hired contractors to determine the breaks in the line, 2230 LF of 4" sewer main was breached and broken by the weight and inundation of brackish water. Seals were compromised at joints along the flooded line. WORK COMPLETED: The I.B. McGee RV park staff and contractors completed emergency repairs by pumping out and cleaning the lift station and repairing or replacing the mechanical components. The county used a portable pump to flush out the forced main line. A temporary portable pump was utilized to operate the lift station. A temporary sewer line 1700 feet in length, was constructed above ground in a more direct route to the connection with the city wastewater treatment lines. (permanent repairs captured in a separate Cat "F" PW) WORK TO BE COMPLETED: None. MITIGATION: None.</p> <p>This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with 44 CFR Part 10.8(d)(2)(6,15). Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding. - smccartn - 03/07/2016 18:47:05 GMT XXXXX Above CATEX comments incorrect. Project is Emergency Protective Measures and is STATEX XXXXX</p> <p>This project has been determined to be Statutorily Excluded</p>

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
				<p>from NEPA review in accordance with 44 CFR Part 10.8 (c). Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.</p> <p>- smccartn - 03/07/2016 20:04:00 GMT</p> <p>Based on consultation with Texas General Land Office (GLO) and review of Coastal Coordination Council (CCC) General Concurrence #5, FEMA has determined that this project is deemed consistent with the goals and policies of the Texas Coastal Management Program (CMP) and consistency review procedures as implemented by the GLO. - smccartn - 03/07/2016 19:15:02 GMT</p> <p>Per 44 CFR part 9.5(c)(1) project is exempt from wetlands review. - smccartn - 03/07/2016 18:50:55 GMT</p> <p>The scope of work for this project does not require U.S. Fish and Wildlife Service (USFWS) consultation per FEMA/USFWS disaster consultation letter dated 07/22/2015. - smccartn - 03/07/2016 19:02:43 GMT</p> <p>Project is Category B, and is Statex not Catex.</p> <p>Per 44 CFR part 9.5(c)(1) project is exempt from floodplain management review. - smccartn - 03/07/2016 18:50:05 GMT</p> <p>Emergency actions exempt from Section 106 review. - tkingman - 03/07/2016 16:57:52 GMT</p>
2	Insurance Review	BARTLEY BRIAN	03-07-2016 04:01 PM GMT	<p>Brian W Bartley - 3/7/2016, PA-06-TX-4223-PW-01520(0) Insurance Review: This Sub-Grant Application (PW) is for emergency work under (Category B) performed by the Sub-Applicant (SA): Nueces County, utilizing force account Labor and Contract Services which as described in the PW are not afforded coverage by the Sub-Applicant's property coverage with The Travelers due to an exclusion of the peril of FLOOD which was the cause of the loss. There are no actual or anticipated insurance proceeds for this PW, therefore no actual or anticipated insurance proceeds reductions will apply under Section 312., Duplication of Benefits (42 U.S.C. 5155) (a). Also per directive there will be no mandatory NFIP reduction applied to the portion of the costs on this PW which would have been paid by a Standard Flood Insurance Policy (SFIP) if the Sub-Applicant had maintained an SFIP on the facility. The requirement to Obtain and Maintain Flood Insurance under S.A. Section 311, Insurance (42 U.S.C. 5154) (a) (1) and 44 CFR 206.252 (d); also does not apply per directive. These directives apply to Category B PW emergency work.</p> <p>The result of this review is that there will be no reductions to this PW applied and no disaster insurance requirements apply. The net eligible funding for this PW after review is: \$ 30,620.47.</p> <p>In the event any part or all of these costs are paid by an insurance policy, then a duplication of benefits from insurance will occur. The Sub-Applicant must notify the Grantee and FEMA of such recoveries and the Sub-Grant amount must be reduced by actual insurance proceeds; Section 312, Duplication of Benefits (42 U.S.C. 5155) (a). Brian W. Bartley – 3/7/2016.</p>
1				

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
	Initial Review	BRANCH DAVID	03-03-2016 09:03 PM GMT	This is PW has been reviewed by PACL, CPC Desktop and State Representative and appears to be eligible. David Branch, 3/3/2016

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GRANT TERMS AND CONDITIONS

This Grant Agreement (consisting of FEMA Disaster Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Division of Emergency Management, an agency of the State of Texas, hereinafter referred to as "DPS/TDEM," and the funds recipient, hereinafter referred to as the "Applicant" or "Subrecipient." Furthermore, DPS/TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties."

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/TDEM. If Subrecipient issues subawards as part of this Grant project, Subrecipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Subrecipient agreement funds" as used in this Grant means funds provided by DPS/TDEM under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Subrecipient's funds" or match funds as used in this Grant means funds provided by the Subrecipient.

- A. **Standard of Performance.** Subrecipient shall perform all activities as approved by DPS/TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. 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"
- B. **Failure to Perform.** In the event Subrecipient fails to implement the project(s) entered and approved in the DPS/TDEM web-based grants management system, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/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 DPS until repayment to DPS/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 projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.
- C. **Funding Obligations.** DPS/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 DPS/TDEM under this Grant shall not exceed the Total Award Amount listed on the Grant Subrecipient Award.
 2. Subrecipient shall contribute the match funds listed on the Grant Subrecipient Award.

3. Subrecipient shall refund to DPS/TDEM any sum of these Grant funds that has been determined by DPS/TDEM to be an overpayment to Subrecipient or that DPS/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 DPS/TDEM within thirty (30) calendar days after
4. DPS/TDEM requests such refund.

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

E. **Uniform Administrative Requirements, Cost Principals 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 projects]:

- 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
- 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
- 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:

<http://www.txdps.state.tx.us/dem/GrantsResources/index.htm>.

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 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, Federal funds may not be used to sue the Federal government or any other government entity.
2. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. Points of Contacts. Within 30 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change or correction to the Designation of Applicant's Agent, chief elected official, program, and/or financial points of contact in the DPS/TDEM grant management system.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. 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 DPS/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 debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.
8. Direct Deposit. If Subrecipient has not received reimbursements from DPS/TDEM within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/TDEM. Completed direct deposit forms from Subrecipient shall be emailed to TDEM project officer. The email subject line and attachment name shall include the subrecipient name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>.
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 and/or DPS/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 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
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.

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

Must perform **cost/price analysis** for purchases over \$3000.

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.

DPS/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, DPS/TDEM shall provide Subrecipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Subrecipient's performance under this Grant, the monitoring report 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, DPS/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 DPS/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 DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient 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 DPS/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 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, of Part 200 UGMS §__42, 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 DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS 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, DPS/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. FEMA or DPS/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 FEMA or DPS/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 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, DPS/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. DPS/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 DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/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 Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

- 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, DPS/TDEM or DHS 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 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 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 DPS/TDEM or DHS;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, DPS/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 DPS/TDEM or DHS 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. 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.** DPS/TDEM will close a subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, DPS/TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, DPS/TDEM will recover the unused funds.

At the completion of Subrecipient's performance period, DPS/TDEM will de-obligate all uncommitted funds and de-obligate all unexpended funds if final documentation is not received by the deadline.

The closeout of this Grant does not affect:

1. DHS or DPS/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.

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

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, 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.

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-LLL 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, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
- 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.

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 insure that all terms, conditions, and specifications are met. (See UGMS Section __.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
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 work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

EXHIBIT E

Environmental Review

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

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/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 DPS/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 DPS/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 DPS/TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

EXHIBIT F

Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Kickoff meeting with the State- Federal team.
2. All work must be done prior to the approved project completion deadline assigned to each Project. 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. 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 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.
4. The Project Completion and Certification Report must be returned to TDEM once all the approved work has been 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.
5. A cost overrun appeal on small (\$120,000.00) 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.
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 completing the "Payment of Funds" request and including documentation supporting your request. In the event that an audit results in a reduction of the awarded amount of a project, the subrecipient is responsible for returning the identified overage within 30 days of notification of the overpayment. Small Public Assistance projects are paid upon obligation and the receipt of all required documentation. Payments must be requested at least quarterly if expenditures have been made in that quarter.
9. Projects that have not received final payment will be reviewed quarterly by TDEM representatives upon receipt of the Quarterly Review form from the subrecipient. Quarterly reports will be due on the following dates: **March 15th, June 15th, September 15th & December 15th**. Public Assistance program small projects are exempted.
10. Subrecipient with must submit a project cost summary to TDEM following the completion of each project, except Public Assistance program small projects. The project cost summary must list all labor, equipment, materials and contract costs associated with making needed repairs.
11. 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.

12. Completed record and cost documents for all approved work must be 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 DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.
13. 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.
14. 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.

EXHIBIT G

Additional Grant Certifications

Match Certification

Applicant certifies that they have the ability to meet the or exceed the cost share required of this project.

Duplication of Program Statement

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

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.