



MEMORANDUM

To: Galveston County Commissioners Court

From: Grants Administration

Court Date: August 17, 2026

RE: Flood Mitigation Assistance EMT-2020-FM-E006 (FMA 19) – Amendment 14, extending Period of Performance to June 2, 2027

BACKGROUND

On August 23, 2021, the Texas Water Development Board (TWDB) awarded Agreement No. EMT-2020-FM-E006 under the FY 2019 Flood Mitigation Assistance (FMA) Program to elevate 40 Repetitive Loss (RL) and Severe Repetitive Loss (SRL) homes within Galveston County to at or above the Base Flood Elevation (BFE) and reduce or eliminate the long-term risk of flood damage to structures insured under the National Flood Insurance Program (NFIP).

On August 29, 2025, Galveston County formally requested a two-year extension to the project period of performance.

SUMMARY

This item is being presented to Commissioner's Court to receive and file Amendment No. 14 to Agreement No. EMT-2020-FM-E006, extending the period of performance to June 2, 2027 and TWDB contract expiration date to August 27, 2027. No additional funding or modifications to the approved scope of work were included in the amendment.

FINANCIAL SUMMARY

Grant Application:	\$6,606,442.21
County Contribution:	\$148,100.64
Total Project Cost:	\$6,754,542.90

RECOMMENDATIONS

Grants Administration requests that Commissioners Court receive and file Amendment No. 14 to Agreement No. EMT-2020-FM-E006, extending the period of performance for the Galveston County Elevations Project through June 2, 2027.



ATTACHEMENTS FOR REVIEW

- TWDB Notice of Period of Performance Extension
- FEMA Award Letter dated June 3, 2026, extending the period of performance
- FEMA Form 76-10A, Amendment No. 14
- Amendment No. 14 Grant Agreement Articles and Terms and Conditions



P.O. Box 13231, 1700 N. Congress Ave.
Austin, TX 78711-3231, www.twdb.texas.gov
Phone (512) 463-7847, Fax (512) 475-2053

Mark A. Henry
County Judge
Galveston County
722 Moody Avenue, Suite 200
Galveston, Texas 77550

RE: Notice of Period of Performance Extension TWDB Contract No. 1900012535, Flood Mitigation Assistance Agreement EMT-2020-FM-E006, Subgrant FMA-PJ-06-TX-2019-010

Dear Judge Henry,

The Federal Emergency Management Agency (FEMA) has awarded an extension of the Period of Performance for FY19 Flood Mitigation Assistance agreement EMT-2020-FM-E006, subgrant FMA-PJ-06-TX-2019-010, FEMA extension award enclosed. Accordingly, please note the following important date changes to TWDB Contract No. 1900012535:

1. SECTION 1, ARTICLE I, ITEM 14: PROJECT COMPLETION DATE has been updated to **June 2, 2027**, or the date as reflected in FEMA's most recently amended award documentation, as may be updated from time to time.

2. SECTION 1, ARTICLE I, ITEM 15: CONTRACT EXPIRATION DATE has been updated to **August 27, 2027**, or 120 calendar days after the final expiration date of the FEMA Flood Mitigation Assistance grant under which this Contract is funded, as documented by FEMA.

Per Amendment 2, the EXECUTIVE ADMINISTRATOR may continue to issue written notice of further extensions to these dates upon written approval from FEMA, if applicable. All other terms and conditions of TWDB Contract No. 1900012535 remain in effect. If you have questions or need any further information, please feel free to contact Veronica Villalobos-Pogue at 512-383-6761 or Veronica.Villalobos-Pogue@twdb.texas.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "John T. Dupnik", written over a horizontal line.

John T. Dupnik, P.G.
Deputy Executive Administrator
Texas Water Development Board

Our Mission

Leading the state's efforts
in ensuring a secure
water future for Texas

Board Members

L'Oreal Stepney, P.E., Chairwoman | W. Brady Franks, Board Member | Ashley Morgan, Board Member
Bryan McMath, Executive Administrator

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



FEMA

June 3, 2026

Bryan McMath, Executive Administrator
Texas Water Development Board
P.O. Box 13231
Austin, TX 78711-3231

Attn: Kathy Hopkins, Manager, Flood Grant Coordination

Dear Bryan McMath:

Enclosed is an executed copy of FEMA Form 76-10A reflecting Amendment 14 to award number EMT-2020-FM-E006. In response to your request dated August 29, 2025, this amendment was generated to extend the period of performance through June 2, 2027. No other changes are authorized.

By accepting this award, you assume certain administrative and financial responsibilities including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash on hand. Should you not adhere to these responsibilities, you will be in violation of the terms of this award.

If you have any questions regarding this matter, please contact Celeste Bridges-Bacon at celestine.bridges-bacon@fema.dhs.gov.

Sincerely,

**JENNIFER M
KNECHT**

Jennifer Knecht, CGMS
Assistance Officer

Digitally signed by JENNIFER
M KNECHT
Date: 2026.06.03 11:45:18
-05'00'

cc: Celeste Bridges-Bacon, Grants Management Specialist, Mitigation Division

Enclosures:

FEMA Form FF76-10A
Agreement Articles with DHS Terms and Conditions

**FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**
O.M.B. NO. 3067-0206
Expires February 29, 2004

1. AGREEMENT NO. EMT-2020-FM-E006	2. AMENDMENT NO. 14	3. RECIPIENT NO. 74-2378168	4. TYPE OF ACTION ☒ GRANT ☐ AWARD ☐ CA ☒ AMENDMENT		5. CONTROL NO. TX00044N2020T, TX00053N2024T, TX00060N2021T, TX00060N2021T, TX00060N2021T, TX00060N2021T, TX00060N2022T, TX00060N2022T, TX00085N2021T, TX00085N2021T, TX00085N2021T, TX00085N2021T, TX00085N2021T, TX00085N2021T, TX00085N2021T	
6. RECIPIENT NAME AND ADDRESS Texas Water Development Board 1700 North Congress Avenue P.O. Box 13231 Austin, TX 78711-3231		7. ISSUING FEMA OFFICE AND ADDRESS FEMA Region VI Federal Regional Center 800 N. Loop 288 Denton, TX 76209		8. PAYMENT OFFICE AND ADDRESS		
9. NAME OF RECIPIENT PROJECT OFFICER Kathy Hopkins		PHONE NO. 512-463-6198	10. NAME OF FEMA PROJECT OFFICER Celeste Bridges-Bacon		PHONE NO. 202-735-4012	
11. EFFECTIVE DATE OF THIS ACTION 06/03/2026	12. METHOD OF PAYMENT ☐ HHS, SMARTLINK ☐ SF 270 ☒ OTHER		13. ASSISTANCE ARRANGEMENT ☐ COST REIMBURSEMENT ☒ COST SHARING ☐ OTHER		14. PERFORMANCE PERIOD From: 09/16/2020 To: 06/02/2027 BUDGET PERIOD From: 09/16/2020 To: 06/02/2027	
15. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + or (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
FMA PL, PJ, MC	97.029	2020-05-JG05-R062-4101-D 2021-05-JG05-R062-4101-D 2022-05-JG05-R062-4101-D 2024-05-JG05-R062-4101-D	\$429,159.20 \$43,841,701.20 \$108,960.02 \$2,190,488.14	\$0.00 \$0.00 \$0.00 \$0.00	\$429,159.20 \$43,841,701.20 \$108,960.02 \$2,190,488.14	\$0.00 \$2,566,669.12 -\$108,960.02 \$121,307.02
TOTALS ➡			\$46,570,308.56	\$0.00	\$46,570,308.56	\$2,579,016.12
b. To describe changes other than funding data or financial changes, attach schedule and check here ☒						
16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO ☐ YES ☒ NO FEMA (See Block 7 for address)						
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to the terms and conditions attached to this award notice or incorporated by reference in program legislation or regulation cited above.						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)					DATE	
18. FEMA SIGNATORY OFFICIAL (Name and Title) JENNIFER M KNECHT Digitally signed by JENNIFER M KNECHT Date: 2026.06.03 11:46:57 -05'00'					DATE	

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
ATTACHMENT to FEMA Form 76-10A, Obligating Document for Award/Amendment

Obligation Number: **EMT-2020-FM-E006 (14)**
Recipient: **Texas Water Development Board**
Program: **Flood Mitigation Assistance (FMA)**

Block 15b. Description of Action Changes

Award of funds is based on the application for Federal Assistance submitted by recipient with the following contingencies:

Purpose: Extend the Period of Performance to June 2, 2027.

Terms and conditions of this grant are specified in the attached Agreement Articles.

Execution of the FF76-10a is agreement that the program will be performed in accordance with the applicable program guidance, the approved SF424 Application for Federal Assistance, and the associated statement of work.

The funds awarded for this grant are available for obligation by the recipient during the period **09/16/2020 - 06/02/2027**. The recipient is not authorized to incur new obligations after the expiration date shown unless a new expiration date is established by FEMA in a letter signed by the FEMA Assistance Officer or through issuance of a new FEMA Form 76-10a.

Sub-grants included in this award:	Sub-recipient and Project Title	Federal	Awarded This Action (Add'l Ob or Deob)	Total Federal Share	Non-Federal Share	Awarded This Action (Add'l Ob or Deob)	Total Non-Federal Share**	Total	Amend #	Status
FMA-PJ-06-TX-2019-002	City of Pearland - Elevations	\$ 1,073,790.00	\$ -	\$ 1,073,790.00	\$ -	\$ -	\$ -	\$ 1,073,790.00	A-2, A-12, A-14	Open
FMA-PJ-06-TX-2019-003	Montgomery - Acquisitions	\$ 10,076,167.19	\$ -	\$ 10,076,167.19	\$ -	\$ -	\$ -	\$ 10,076,167.19	A-3, A-12, A-14	Open
FMA-PJ-06-TX-2019-004	Nassau Bay Elevations	\$ 1,894,162.52	\$ -	\$ 1,894,162.52	\$ 62,683.48	\$ -	\$ 62,683.48	\$ 1,956,846.00	A-1, A-10, A-11, A-12, A-14	Open
FMA-PJ-06-TX-2019-005	City of Corinth-Drainage	\$ 2,907,633.14	\$ -	\$ 2,907,633.14	\$ 969,211.06	\$ -	\$ 969,211.06	\$ 3,876,844.20	A-9, A-12, A-14	Open
FMA-PL-06-TX-2019-006	City of Galveston-Community Flood Mitigation Project - Advance Assistance	\$ 146,250.00	\$ -	\$ 146,250.00	\$ 48,750.00	\$ -	\$ 48,750.00	\$ 195,000.00	A-1 A-4, A-12, A-14	Open
FMA-PL-06-TX-2019-007	Houston Public Works Project No 1	\$ 7,451,910.25	\$ -	\$ 7,451,910.25	\$ 298,848.95	\$ -	\$ 298,848.95	\$ 7,750,759.20	A-6, A-12, A-14	Open
FMA-PJ-06-TX-2019-008	Orange County - Elevation	\$ 1,003,984.04	\$ -	\$ 1,003,984.04	\$ 34,998.76	\$ -	\$ 34,998.76	\$ 1,038,982.80	A-1, A-12, A-14	Open
FMA-PJ-06-TX-2019-009	City of Houston PW Project No. 2	\$ 5,582,171.94	\$ -	\$ 5,582,171.94	\$ 646,671.64	\$ -	\$ 646,671.64	\$ 6,228,843.58	A-8, A-12, A-14	Open
FMA-PJ-06-TX-2019-010	Galveston County - Elevations	\$ 6,606,442.21	\$ -	\$ 6,606,442.21	\$ 148,100.64	\$ -	\$ 148,100.64	\$ 6,754,542.85	A-5, A-12, A-14	Open
FMA-PJ-06-TX-2019-012	City of Houston PW Project No. 3	\$ 7,208,149.93	\$ -	\$ 7,208,149.93	\$ 248,444.57	\$ -	\$ 248,444.57	\$ 7,456,594.50	A-7, A-12, A-13a, A-14	Open
FMA-PJ-06-TX-2019-013	City of Vidor Acquisition	\$ 429,159.20	\$ -	\$ 429,159.20	\$ -	\$ -	\$ -	\$ 429,159.20	A-0, A-12, A-14	Open
FMA-MC-06-TX-2019-014	TWDB Management Costs	\$ 2,190,488.14	\$ -	\$ 2,190,488.14	\$ 121,307.02	\$ -	\$ 121,307.02	\$ 2,311,795.16	A-0, A-12, A-13, A-14	Open
		\$ 46,570,308.56	\$ -	\$ 46,570,308.56	\$ 2,579,016.12	\$ -	\$ 2,579,016.12	\$ 49,149,324.68		

**FY 2019
FLOOD MITIGATION ASSISTANCE PROGRAM
GRANT AGREEMENT ARTICLES
CFDA# 97.029**

RECIPIENT: Texas Water Development Board

AGREEMENT NUMBER: EMT-2020-FM-E006

AMENDMENT NUMBER: 14

DESIGNATED AGENCY: Federal Emergency Management Agency

PERFORMANCE PERIOD: September 16, 2020 through June 2, 2027

GENERAL INFORMATION:

The **Flood Mitigation Assistance** (FMA) grant program provides funding to States, Territories, Indian Tribal governments and communities to assist in their efforts to reduce or eliminate the risk of repetitive flood damage to buildings and structures insurable under the National Flood Insurance Program (NFIP).

The following Articles I-VIII are FEMA's Grant Award terms and conditions, followed by Department of Homeland Security (DHS) Grant Award Standard Terms and Conditions. The Recipient agrees to abide by all the Grant Award terms and conditions in this document.

ARTICLE I. FEMA AUTHORITY

The United States of America through the Department of Homeland Security's Federal Emergency Management Agency (FEMA) agrees to grant to the State/Indian Tribal or Territory government, hereinafter referred to as "the Recipient," through its designated agency named above, funds in the amount specified on the obligating document, to support the **Flood Mitigation Assistance** Grant Program, authorized under Section 1366 of the National Flood Insurance Act of 1968 (42 U.S.C. 4104c, the "NFIA" or "the Act"), as amended.

ARTICLE II. PROJECT DESCRIPTION

The Recipient shall perform the work described in the application package and made a part of these Grant Agreement Articles.

ARTICLE III. PERIOD OF PERFORMANCE

The period of performance shall be September 16, 2020, through September 15, 2025. All costs must be incurred during the period of performance, including pre-award costs.

ARTICLE IV. AMOUNT AWARDED

This Grant Award is for the administration and completion of an approved **Flood Mitigation Assistance project**. Funds approved under this Grant Agreement may not be used for other purposes. If costs exceed the amount of FEMA funding approved, then the Recipient shall pay the costs that are in excess of the approved budget.

The approved budget for this Grant Award is shown in the Cost Review Section of the grant application.

The Recipient shall follow regulations found in Title 2 Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards “Super Circular” [which superseded 44 CFR Part 13, 2 CFR Part 215, and Office of Management and Budget (OMB) Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122, and A-133 as of December 26, 2014, for awards made under major disaster declarations declared on or after that date; or for non-disaster programs, for awards made on or after that date], Title 2 CFR Part 170, Reporting Subaward and Executive Compensation – Appendix A to Part 170 – Award Term (see ARTICLE VII. TERMS AND CONDITIONS), and the Hazard Mitigation Assistance Guidance to implement this Grant Agreement.

ARTICLE V. COST SHARE

The cost-share requirement for this award is 75% Federal and 25% non-Federal.

The cost-share for FMA is authorized by 42 U.S.C. § 4104c(d), as amended:

- a. The FMA program offers up to 100% Federal cost-share funding for mitigating properties that are designated as Severe Repetitive Loss (these properties must be identified as validated on FEMA’s FMA Severe Repetitive Loss list) where the Recipient also maintains a FEMA-approved Standard or Enhanced Mitigation Plans or Tribal plan that includes a strategy for mitigating existing and future repetitive loss properties.
- b. The FMA program offers up to 90% Federal cost-share funding for mitigating properties that are designated as Repetitive Loss (these properties must be identified on FEMA’s FMA

Repetitive Loss list) where the Recipient also maintains a FEMA-approved Standard or Enhanced Mitigation Plans or Tribal plan.

The FMA program offers up to 75% Federal cost-share funding for mitigation activities on other flood-insured properties.

ARTICLE VI. FEMA OFFICIALS

FEMA officials are as follows:

The Project Officer shall be an official at the FEMA Regional Office who will be responsible for the monitoring of the activities as described in the application.

The Project Officer is Celeste Bridges-Bacon, (202) 735-4012

The Assistance Officer is the FEMA official who has full authority to negotiate, administer and execute all business matters of the Grant Agreement.

The Assistance Officer is Jennifer Knecht, CGMS, (940) 898-5553.

ARTICLE VII. TERMS AND CONDITIONS

The specific terms and conditions of this agreement are as follows:

Federal Funding Accountability and Transparency Act:

The Federal Funding Accountability and Transparency Act (FFATA) of 2006 (2 CFR Part 170) requires Recipients to report certain information about themselves and their first-tier Subrecipients for each Federal award of \$25,000 or more awarded on or after October 1, 2010. (See attached APPENDIX A to Part 170-Award term).

ASSURANCE COMPLIANCE:

The certifications signed by the Recipient in the application relating to maintenance of a Drug-Free Workplace (44 CFR Part 17, Subpart F) and New Restrictions on Lobbying (44 CFR Part 18) apply to this grant agreement and are incorporated by reference.

Prohibition on Using Federal Funds.

The Recipient understands and agrees that it cannot use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

Compliance with Program Guidance.

The Recipient agrees that all use of funds under this Grant Agreement will be in accordance with the Hazard Mitigation Assistance Guidance at the time of the application.

BUDGET REVISIONS:

The Recipient shall follow prior approval requirements for budget revisions found in 2 CFR § 200.308. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when the Federal share of the award exceeds the simplified acquisition threshold and the cumulative transfers among those direct cost categories exceed ten percent of the total budget.

If a Recipient estimates that it will have obligated funds remaining after the end of the performance period, the Recipient must report this to the FEMA Regional Office at the earliest possible time and ask for disposition instructions.

Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, Recipients will be notified of the changes in writing. Once notification has been made, any subsequent drawdown of additional funds will indicate the Recipient's acceptance of the changes to the award.

CLOSEOUT:

Reports Submission: Per 2 CFR Part 200, when the appropriate grant award performance period expires, the Recipient shall submit the following documents within 90 days: (1) a final Financial Report; (2) final Program Performance Report; (3) an inventory of equipment purchased under each grant's funds; (4) an inventory of Federally-owned property; and (5) other required documents specified by program regulation.

Report Acceptance: FEMA shall review the Recipient reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Recipient and FEMA's records, and close out the grant in writing.

Record Retention: Records shall be retained for 3 years (except in certain rare circumstances) from the date the final Federal Financial Report is submitted to FEMA in compliance with 2 CFR Part 200.

CONSTRUCTION PROJECT REQUIREMENTS:

1. Acceptance of Federal funding requires the Recipient and any Subrecipients to comply with all Federal, state and local laws prior to the start of any construction activity. Failure to obtain all appropriate Federal, state and local environmental permits and clearances may jeopardize Federal funding.

2. Any change to the approved scope of work will require re-evaluation by FEMA for Recipient and Subrecipient compliance with the National Environmental Policy Act and other laws and Executive Orders.
3. If ground disturbing activities occur during construction, the Recipient and any Subrecipients must ensure monitoring of ground disturbance and, if any potential archaeological resources are discovered, the Subrecipient will immediately cease construction in that area and notify the Recipient and FEMA.

COPYRIGHT:

The Recipient is free to copyright any original work developed in the course of or under this Grant Agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work for Government purposes. Any publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

COST SHARE:

The Recipient shall follow cost-sharing requirements mandated by program guidance, statute or regulation and in compliance with 2 CFR § 200.306. Cost-share funding shall be available with the approval of each grant. Period of Performance extensions shall not be approved for delays caused by lack of cost-share funding.

ENFORCEMENT:

FEMA enforcement remedies shall be processed as specified in 2 CFR §§ 200.338-200.342, and for acquisitions, as specified in 44 CFR § 80.19(e), when the terms and conditions of this Grant Agreement are not met.

EQUIPMENT/SUPPLIES:

The Recipient must comply with the regulations listed in 2 CFR Part 200 and must be in compliance with state laws and procedures.

FUNDS TRANSFER:

No transfer of funds to agencies other than those identified in the approved Grant Agreement shall be made without prior approval of FEMA.

INSURANCE:

In compliance with 42 U.S.C. § 4012a(a), when financial assistance is approved for acquisition or construction purposes within the Special Flood Hazard Area (SFHA), flood insurance shall be maintained for the life of the property regardless of transfer of ownership for any properties.

PAYMENT:

The Recipient shall be paid using the FEMA Payment and Reporting System (PARS), provided the Recipient maintains and complies with procedures for minimizing the time between transfer of funds from the US Treasury and disbursement by the Recipient and Subrecipients. The Recipient commits itself to: 1) initiating cash drawdowns only when actually needed for its disbursement; 2) timely financial reporting per FEMA requirements, using the SF-425; and 3)

imposing the same standards of timing and amount upon any Subrecipient.

Subrecipients must comply with the same payment requirement as the Recipient and must comply with the requirements specified in the Recipient's subaward Agreement.

DUPLICATION OF PROGRAMS:

FEMA will not provide assistance under its programs for activities that FEMA determines another Federal program has a more specific or primary authority to provide. FEMA also will not provide assistance to an applicant or subapplicant for activities that are a result of legal obligations or court orders. FEMA may disallow or recoup amounts that duplicate funding from other authorities.

DUPLICATION OF BENEFITS:

Flood Mitigation Assistance (FMA) funds cannot duplicate or be duplicated by funds received by or available to Applicants, subapplicants, or project or planning participants from other sources for the same purpose, such as benefits received from insurance claims, other assistance programs (including previous project or planning grants and subawards from HMA programs), legal awards, or other benefits associated with properties or damage that are or could be subject of litigation.

Because the availability of other sources of mitigation grant or loan assistance is subject to available information and the means of each individual applicant, HMA does not require proof that other assistance (not including insurance) has been sought. However, it is the responsibility of the property owner to report other benefits received, any applications for other assistance, the availability of insurance proceeds, or the potential for other compensation, such as from pending legal claims for damages, relating to the property. Amounts of other grants, loans or other assistance designated for the same purpose as FMA funds, if received, may be used to reduce the non-Federal cost-share.

Where the property owner has an insurance policy covering any loss to the property which relates to the proposed FMA project, the means are available for receiving compensation for a loss or, in the case of increased cost of compliance (ICC), assistance toward a mitigation project. FEMA will generally require that the property owner file a claim prior to the receipt of FMA funds.

NON-DISCRIMINATION:

The program must be administered in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status. The program complies with Title VI of the 1964 Civil Rights Act and other applicable laws. All applicants/Recipients/pass-through entities must comply with Title VI, including State and local governments distributing Federal assistance.

Applicants/Recipients and Subapplicants/Subrecipients will ensure that no discrimination is practiced. Applicants must consider fairness, equity, and equal access when prioritizing and selecting project subapplications to submit with their application. Subapplicants and

Subrecipients must ensure fairness, equity and equal access when consulting and making offers of mitigation to property owners that benefit from mitigation activities.

CHANGES IN SCOPE OF WORK:

Requests for changes to the scope of work (SOW) after award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the subapplication the feasibility and effectiveness of the project, or the benefit cost ratio. Requests must be supported by adequate justification from the applicant in order to be processed. The justification is a description of the proposed change, a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity. All approvals will be at FEMA's discretion, and there is no guarantee that SOW changes will be approved.

PERFORMANCE PERIODS:

All grant award activities, including all projects and/or activities approved under each subaward, shall be completed within the time period prescribed and authorized on the obligating documents. All costs must be incurred within the approved performance period.

EXTENSIONS:

Requests for time extensions to the Period of Performance will be considered but will not be granted automatically and must be supported by adequate justification submitted to the Regional Office in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended Period of Performance; and a description of performance measures necessary to complete the activity. Without justification, extensions requests will not be processed. Financial and Performance reports must be current in order for a time extension to be considered.

RECOUPMENT OF FUNDS:

FEMA will recoup mitigation planning grant funds for grants that do not meet the deliverable criteria of an adopted, FEMA-approved mitigation plan by the end of the performance period.

RECOVERY OF FUNDS:

The Recipient will process the recovery of assistance paid to Subrecipients processed through error, misrepresentation, or fraud or if funds are spent inappropriately. Recovered funds shall be submitted to FEMA as soon as the funds are collected, but no later than 90 days from the expiration date of the appropriate grant award agreement.

All fraud identifications will be reported to the FEMA Inspector General's office. The Recipient agrees to cooperate with investigation conducted by the FEMA Inspector General's office.

REFUND, REBATE, CREDITS:

The Recipient shall transfer to FEMA the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other amounts arising from the performance of this agreement, along with accrued interest, if any. The Recipient shall take necessary action to effect

prompt collection of all monies due or which may become due and to cooperate with FEMA in any claim or suit in connection with amounts due.

REPORTS:

Federal Financial Reports (SF-425):

The Recipient shall submit the Federal Financial Report (FFR, SF-425) within 30 days of the end of the first Federal quarter following the initial Grant Agreement. The Recipient shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund drawdowns may be withheld if these reports are delinquent.

Program Performance Reports (SF-PPR):

The Recipient shall submit the Program Performance Reports (SF-PPR) within 30 days of the end of each quarter. The Regional Administrator may waive the initial report. The Recipient shall submit quarterly PPRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. PPRs shall report the name, completion status, expenditure, and payment-to-date of each approved activity/subaward award under the Grant Award.

Final Reports:

The Recipient shall submit a final FFR and PPR, 90 days after the end date of the performance period.

TERMINATION:

The Recipient, Subrecipient, or FEMA may terminate grant award agreements by giving written notice to the other party at least seven (7) calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail, return receipt requested. The Recipient's authority to incur new costs will be terminated upon the date of receipt of the notice or the date set forth in the notice. Any costs incurred up to the earlier of the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Close out of the Grant Agreement will be commenced and processed as prescribed under Article VII.

ARTICLE VIII. GOVERNING PROVISIONS

The Recipient and any Subrecipients shall comply with all applicable laws and regulations, and the Hazard Mitigation Assistance Guidance. A non-exclusive list of laws and regulations applicable to FMA grants follows.

Applicable Statutes and Regulations

Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as

amended, 42 U.S.C. 5121 et seq., and Related Authorities

Section 1366 (42 USC 4104c), of the National Flood Insurance Act of 1968 (42 U.S.C. § 4104c. – the “NFIA” or “the Act”), as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325, the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264, and Biggert-Waters Flood Insurance Reform Act, Public Law 112-141.

Title 44 of the Code of Federal Regulations (CFR)

44 CFR Part 79-Flood Mitigation Grants

44 CFR Part 80-Property Acquisition and Relocation for Open Space

44 CFR Part 9-Floodplain Management and Protection of Wetlands2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

31 CFR Part 205-Rules and Procedures for Efficient Federal-State Funds Transfers

2 CFR Part 170, Reporting Subaward and Executive Compensation – Appendix A to Part 170 – Award Term (attached)

48 CFR Subpart 31.2 (Federal Acquisition Regulation)

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The 2020 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2020. These terms and conditions flow down to subrecipients, unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances. Administrative Requirements. Cost Principles. Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) [Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#), as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

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6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

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I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Public Law Number 94-135 (1975) (codified as amended at [Title 42, U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at [42 U.S.C. §§ 12101– 12213](#)), 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.

V. Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy Template](#) as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at [42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, [Pub. L. 90-284, as amended through Pub. L. 113-4](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see

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[42 U.S.C. § 3601 et seq.](#)), as implemented by the U.S. Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. Part 100, Subpart D](#).)

VIII. **Copyright**

Recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. **Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), which are at [2 C.F.R. Part 180](#) as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. **Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 C.F.R. Part 3001](#), which adopts the Government-wide implementation ([2 C.F.R. Part 182](#)) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* ([41 U.S.C. §§ 8101-8106](#)).

XI. **Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. 92-318 (1972) (codified as amended at [20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

XIII. **Energy Policy and Conservation Act**

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at [42 U.S.C. § 6201 et seq.](#)), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

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XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, [31 U.S.C. §§ 3729- 3733](#), which prohibit the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. §§ 3801-3812](#), which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, [49 U.S.C. § 40118](#), and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, [15 U.S.C. § 2225a](#), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at [15 U.S.C. § 2225](#).)

XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, ([42 U.S.C. § 2000d et seq.](#)) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XX. Lobbying Prohibitions

Recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

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XXI. National Environmental Policy Act

Recipients must comply with the requirements of the [National Environmental Policy Act of 1969, Pub. L. 91-190 \(1970\)](#) (codified as amended at [42 U.S.C. § 4321 et seq.](#) (NEPA)) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#) and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIII. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXIV. Notice of Funding Opportunity Requirements

All instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXV. Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, [35 U.S.C. § 200 et seq.](#), unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVI. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, [Pub. L. 89-272](#) (1965), (codified as amended by the *Resource Conservation and Recovery Act*, [42 U.S.C. § 6962](#).) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at [29 U.S.C. § 794](#)), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

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XXVIII. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirements

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the [Federal Awardee Performance and Integrity Information System \(FAPIS\)](#) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under [Pub. L. 110-417, § 872](#), as amended [41 U.S.C. § 2313](#). As required by [Pub. L. 111-212, § 3010](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

2. Proceedings about Which Recipients Must Report

Recipients must submit the required information about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five-year period; and
- c. One or more of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3) An administrative proceeding, as defined in paragraph 5, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4) Any other criminal, civil, or administrative proceeding if:
 - a) It could have led to an outcome described in this award term and condition;
 - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and
 - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Recipients must enter the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition in the SAM Entity Management area.

Recipients do not need to submit the information a second time under financial assistance awards that the recipient received if the recipient already provided the information through SAM because it was required to do so under federal procurement contracts that the recipient was awarded.

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4. Reporting Frequency

During any period when recipients are subject to the main requirement in paragraph 1 of this award term and condition, recipients must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that recipients have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For the purpose of this award term and condition:

- a. *Administrative proceeding*: means a non-judicial process that is adjudicatory in nature to decide of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. *Conviction*: means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. *Total value of currently active grants, cooperative agreements, and procurement contracts* includes—
 - 1) Only the federal share of the funding under any federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

XXIX. Reporting Subawards and Executive Compensation

1. Reporting of first-tier subawards.

- a. *Applicability*. Unless the recipient is exempt as provided in paragraph 4 of this award term, the recipient must report each action that obligates \$25,000 or more in federal funds that does not include Recovery funds (as defined in Section 1512(a)(2) of the *American Recovery and Reinvestment Act of 2009*, [Pub. L. 111-5](#)) for a subaward to an entity (See definitions in paragraph 5 of this award term).
- b. *Where and when to report*.
 - 1) Recipients must report each obligating action described in paragraph 1 of this award term to the [Federal Funding Accountability and Transparency Act Subaward Reporting System](#) (FSRS.)
 - 2) For subaward information, recipients report no later than the end of the month following the month in which the obligation was made. For example, if the obligation was made on November 7, 2016, the obligation must be reported by no later than December 31, 2016.

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- c. *What to report.* The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov>.

2. Reporting Total Compensation of Recipient Executives.

- a. *Applicability and what to report.* Recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if—
 - 1) The total federal funding authorized to date under this award is \$25,000 or more;
 - 2) In the preceding fiscal year, recipients received—
 - a) 80 percent or more of recipients' annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the *Federal Funding Accountability and Transparency Act* (Transparency Act), as defined at [2 C.F.R. 170.320](#) (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>. to determine if the public has access to the compensation information.)
- b. *Where and when to report.* Recipients must report executive total compensation described in paragraph 2.a. of this award term:
 - 1) As part of the recipient's registration profile at <https://www.sam.gov>.
 - 2) By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

- a. *Applicability and what to report.* Unless recipients are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - 1) In the subrecipient's preceding fiscal year, the subrecipient received—
 - a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

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- b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>. to determine if the public has access to the compensation information.)
- b. *Where and when to report.* Subrecipients must report subrecipient executive total compensation described in paragraph 3.a. of this award term:
- 1) To the recipient.
 - 2) By the end of the month following the month during which recipients make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), subrecipients must report any required compensation information of the subrecipient by November 30 of that year.
- 4. Exemptions**
If, in the previous tax year, recipients had gross income, from all sources, under \$300,000, then recipients are exempt from the requirements to report:
- a. Subawards, and
 - b. The total compensation of the five most highly compensated executives of any subrecipient.
- 5. Definitions** For purposes of this award term:
- a. *Entity*: means all of the following, as defined in 2 C.F.R. Part 25:
 - 1) A governmental organization, which is a state, local government, or Indian tribe.
 - 2) A foreign public entity.
 - 3) A domestic or foreign nonprofit organization.
 - 4) A domestic or foreign for-profit organization.
 - 5) A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
 - b. *Executive*: means officers, managing partners, or any other employees in management positions.
 - c. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.

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- 1) The term does not include recipients' procurement of property and services needed to carry out the project or program.
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.
- d. *Subrecipient*: means an entity that:
- 1) Receives a subaward from the recipient under this award; and
 - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.
- e. *Total compensation*: means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (See [17 C.F.R. § 229.402\(c\)\(2\)](#)):
- 1) *Salary and bonus*.
 - 2) *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - 3) *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
 - 4) *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.
 - 5) *Above-market earnings on deferred compensation which is not tax-qualified*.
 - 6) *Other compensation*, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XXX. **SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXI. **Terrorist Financing**

Recipients must comply with [E.O. 13224](#) and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

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XXXII. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

1. Provisions applicable to a recipient that is a private entity.

- a. Recipients, the employees, subrecipients under this award, and subrecipients' employees may not—
 - 1) Engage in severe forms of trafficking in persons during the period the award is in effect.
 - 2) Procure a commercial sex act during the period that the award is in effect.
 - 3) Use forced labor in the performance of the award or subawards under the award.
- b. DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity —
 - 1) Is determined to have violated a prohibition in paragraph 1.a of this award term; or
 - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a of this award term through conduct that is either—
 - a) Associated with performance under this award; or
 - b) Imputed to recipients or subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 C.F.R. Part 180](#), “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

2. Provision applicable to recipients other than a private entity.

DHS may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or
- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either—
 - 1) Associated with performance under this award; or
 - 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

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3. Provisions applicable to any recipient.

- a. Recipients must inform DHS immediately of any information received from any source alleging a violation of a prohibition in paragraph 1.a of this award term.
- b. It is DHS's right to terminate unilaterally that is described in paragraph 1.b or 2 of this section:
 - 1) Implements TVPA, Section 106(g) as amended by 22 U.S.C. 7104(g)), and
 - 2) Is in addition to all other remedies for noncompliance that are available to us under this award.
- c. Recipients must include the requirements of paragraph 1.a of this award term in any subaward made to a private entity.

4. Definitions. For the purposes of this award term:

- a. *Employee*: means either:
 - 1) An individual employed by a recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
 - 2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements
- b. *Forced labor*: means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. *Private entity*: means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25. It includes:
 - 1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
 - 2) A for-profit organization.
- d. *Severe forms of trafficking in persons, commercial sex act, and coercion* are defined in [TVPA, Section 103](#), as amended in 22 U.S.C. § 7102.

XXXIII. Universal Identifier and System of Award Management

1. Requirement for System for Award Management

Unless the recipient is exempted from this requirement under 2 C.F.R. § 25.110, the recipient must maintain the currency of their information in the SAM until the recipient submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information or

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another award term.

2. Requirement for unique entity identifier

If recipients are authorized to make subawards under this award, they:

- a. Must notify potential subrecipients that no entity (see definition in paragraph 3 of this award term) may receive a subaward from the recipient unless the entity has provided its unique entity identifier to the recipient.
- b. May not make a subaward to an entity unless the entity has provided its unique entity identifier to the recipient.

3. Definitions

For purposes of this award term:

- a. *System for Award Management (SAM)*: means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on [SAM.gov](https://sam.gov).
- b. *Unique Entity Identifier (UEI)*: means the identifier required for SAM registration to uniquely identify business entities.
- c. *Entity*: means all of the following, as defined at 2 C.F.R. Part 25, Subpart C:
 - 1) A governmental organization, which is a state, local government, or Indian Tribe;
 - 2) A foreign public entity;
 - 3) A domestic or foreign nonprofit organization;
 - 4) A domestic or foreign for-profit organization; and
 - 5) A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
- d. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient.
 - 1) The term does not include the recipient's procurement of property and services needed to carry out the project or program. (See 2 C.F.R. § 200.330.)
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract.
- e. *Subrecipient* means an entity that:
 - 1) Receives a subaward from the recipient under this award; and
 - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.

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XXXIV. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 \(USA PATRIOT Act\)](#), which amends 18 U.S.C. §§ 175–175c.

XXXV. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVI. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. § 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

FY19 FMA POP EXTENSION NOTIFICATION LETTERS
ROUTING GRID - INTERNAL REVIEW - INITIAL & DATE

PCS SPECIALIST	AMBER ROWE	
ASSIGNMENT DATE: 06/12/2026		INITIAL REVIEW: 06/16/2026 AR
☒ ENTERED INTO WORKLOG		
☒ PREPARE DRAFT DOCUMENTS		☒ ALL APPROVALS RECEIVED DATE: 07/29/26 AR
		☒ FINALIZE DOCUMENTS FOR EXECUTION IN DOCUSIGN

PCS/OGC/PROGRAM AREA REVIEWS								
CM	TWDB CONTRACT NO [190001]+	[FMA-PJ-06- TX-2019-]+	VENDOR NAME	PCS DANIEL CARDIN	CM (FIRST COLUMN)	CONTRACTOR SIGNATORY DETAILS/COPIES	PROGRAM MGR KATHY HOPKINS	DIVISION DIR DENA GREEN
VERONICA VILLALOBOS-POGUE	2535	010	GALVESTON COUNTY	ss06/18/2026 DC	7/14/2026 VVP	Contractor Name: Mark A. Henry Contractor Email: Mark.Henry@co.galveston.tx.us Contractor Title: County Judge Copies: Miriam.Moran@galvestoncountytx.gov Jamie.Brownson@galvestoncountytx.gov	KCH 7/19	DG 7/29/2026