



MEMORANDUM

To: Galveston County Commissioners Court
From: Grants Administration
Court Date: July 6, 2026
RE: FEMA Hazard Mitigation Assistance DR 4332 HMGP 0239 Scope of Work Modification and Cost Overrun Request

BACKGROUND

Galveston County was impacted by Hurricane Harvey during the FEMA-declared incident period of August 23, 2017, through September 15, 2017. Following the disaster, the State of Texas and the Federal Emergency Management Agency (FEMA) issued disaster declarations under DR-4332-TX, and Galveston County was included among the jurisdictions eligible for federal disaster assistance and Hazard Mitigation Grant Program (HMGP) funding.

On June 18, 2018, Galveston County authorized the submission of an application for Hazard Mitigation Grant Program (HMGP) funding to elevate 43 repetitive loss and/or substantially damaged residential structures within Galveston County to at least two feet above the Base Flood Elevation (BFE).

On November 30, 2020, Galveston County Commissioners Court accepted the HMGP award for the Elevation of Properties Batch #3 project in the amount of \$5,624,913.00, along with \$281,245.65 in Management Costs.

Galveston County now seeks approval to submit a Scope of Work Modification and Cost Overrun Request for HMGP Project DR-4332-0239 to reflect participant withdrawals and updated project costs necessary to complete the elevation of the remaining eligible residential structures.

SUMMARY

This item is being presented to Commissioners Court to authorize the submission of a Scope of Work Modification and Cost Overrun Request for HMGP Project DR-4332-0239. The proposed modification would reduce the project from 43 to 30 participating structures due to homeowner withdrawals and update the project budget to reflect actual engineering and design costs,



revised construction estimates, relocation assistance, per-parcel administration costs, and contingency funding necessary to complete the remaining elevations.

This proposed cost overrun will enable the County to provide relocation assistance to participating homeowners during the elevation of their homes. A record of actual relocation expenditures will be collected during the construction phase, and the project budget will be updated accordingly. Additional funding will help ensure the project is completed as proposed and will enhance community resilience to future hazard events.

This project provides participating homeowners with a cost-effective opportunity to reduce future flood risk through federally funded mitigation assistance. The required local cost share will be provided by participating homeowners, resulting in no anticipated net cost to the County.

<u>FINANCIAL SUMMARY</u>	<u>ORIGINAL</u>	<u>AMENDMENT</u>	<u>PROPOSED</u>
*FEMA Cost Share (75%)	\$4,218,684.75	\$ 453,951.71	\$4,672,636.46
State of Texas (18.75%)	\$1,054,671.19	\$ 113,487.93	\$1,168,159.12
<u>Local Cost Share (6.25%)</u>	<u>\$ 351,557.06</u>	<u>\$ 37,829.31</u>	<u>\$ 389,386.37</u>
Direct Project Cost	\$5,624,913.00	\$ 605,268.94	\$6,230,181.95
*Management Costs (100%)	\$ 281,245.65	\$ 30,263.45	\$ 311,509.10
		Total Project Cost	\$6,541,691.05

*Management Costs for this project are 100% reimbursable by FEMA and capped at 5% of total project costs and thus not included in the Direct Project Cost.

*FEMA Grant Funded Total: \$4,984,145.56

RECOMMENDATIONS

Grants Administration respectfully requests that Commissioners Court authorize the submission of a Scope of Work Modification and Cost Overrun Request for HMGP Project DR-4332-0239, Elevation of Properties Batch #3.

ATTACHMENTS FOR REVIEW

- Original Award Package
- Scope of Work Modification and Cost Overrun Request

July 6, 2026

Texas Division of Emergency Management
 Hazard Mitigation Section
 2883 Highway 71 E
 Del Valle, Texas 78617

RE: 4332 Hurricane Harvey – Hazard Mitigation Grant Program – DR-4332-0239
 Scope of Work Modification and Cost Overrun Request

To Whom It May Concern:

Galveston County is requesting a cost overrun for FEMA project number DR-4332-0239, *Galveston County Elevation of Properties Batch #3*. The budget change will reflect actual engineering and design costs, estimated relocation assistance fees, per parcel fees, and updated construction estimates for each property. Projected construction cost estimates have increased since the initial submission of this application and award of the grant. A summary of the budget methodology and impacted line items is provided below for reference.

DR-4332-0239 Elevation of Properties Batch #3 Budget Update Methodology		
Line Item	Methodology Description	Subtotal
Engineering and Design (E&D)	<ul style="list-style-type: none"> E&D costs are updated from the application cost estimate (2018) to reflect actual service fees based on Aran+Franklin’s contract (2025). 	\$534,200.01
Construction Cost	<ul style="list-style-type: none"> Application budget was based on \$/sqft from similar projects. The construction budget was updated in 2022 based on vendor quotes. This cost was adjusted for inflation based on RS Means 2026 data for the Houston area which yielded a factor of 6.49% 	\$5,363,707.80
Relocation Assistance	<ul style="list-style-type: none"> Relocation assistance was estimated at \$2,500.00 based on current federal lodging per diem rates below: <ul style="list-style-type: none"> Lodging Per Diem (\$/night): \$111.00 Meals Per Diem (\$/day): \$74.00 Estimated # of Residents: 2 Sub-total Displacement Cost (\$): \$247.00 Total Relocation Assistance: \$2,500.00 Residents are estimated to be displaced for approximately 10 days during the construction phase. 	\$75,000.00
Per Parcel	<ul style="list-style-type: none"> Obligated budget is based on 2018 application estimates which did not include per parcel fees. The County previously indicated an intention to add per parcel fee into the project budget in 2023. An amount of \$5,000.00 per parcel fee was included based on a draft budget developed to support the 2023 cost change request. Per parcel fees are intended to capture costs associated with homeowner and contractor coordination, and administration of construction phase activities including, but not limited to site inspections, bid walks, and milestone report and contract reviews. 	\$150,000.00
County Administration	<ul style="list-style-type: none"> Previously included as a direct Project Cost in the application; however, it is considered subrecipient management costs (SRMC) per the Disaster Recovery Reform Act (DRRA) of 2018. 	\$0.00

	<ul style="list-style-type: none"> • DRRRA may cover eligible SRMC at 100% federal cost share instead of up to 75% as a direct Project Cost. 	
Contingency	<ul style="list-style-type: none"> • Application did not previously include a contingency line item. It has been included at 2% based on available project benefits. • Contingency may be allocated to relocation assistance, construction, or any other direct project costs, as needed. 	\$107,274.14
Total Project Cost:		\$6,230,181.95

This proposed cost overrun will enable the County to support each participant with relocation assistance during the elevation of their homes. A record of actual relocation expenditures will be collected during construction phase, and the project budget will be updated accordingly. Additional funding will ensure the project is carried out as proposed and will enhance the community’s resilience to future hazard events. The project team anticipates that the recently approved period of performance (POP) end date of May 22, 2027, will provide sufficient time to complete the proposed design and construction phases.

Lastly, the County is also requesting a scope of work (SOW) modification as fourteen (14) of the participants have elected to withdraw from the Elevation Program due to disinterest, budgetary constraints, or participation in another program. A list of the properties impacted by their withdrawal is included below.

DR-4332-0239 Elevation of Properties Batch #3		
Withdrawn Properties		
Application ID	Property Address	Participation Status
GALH-E103-239	56 Lakeside Dr, Hitchcock, TX 77563	Withdrawn
N/A	158 Tarpon Street, Bayou Vista, 77563	Withdrawn
GALH-E107-239	319 Narcissus Road, Clear Lake Shores, TX 77565	Withdrawn
GALH-E108-239	333 24 th Street, San Leon, TX 77539	Withdrawn
GALH-E109-239	410 Moody Avenue, League City, TX 77573	Withdrawn
N/A	923 Dogwood Road, Clear Lake Shores, TX 77565	Withdrawn
GALH-E114-239	1024 Kipp Avenue, Kemah, TX 77565	Withdrawn
GALH-E115-239	1103 Kipp Avenue, Kemah, TX 77565	Withdrawn
N/A	1445 John Street, San Leon, TX 77539	Withdrawn
GALH-E116-239	1106 33 rd Street, Galveston, TX 77550	Withdrawn
GALH-E117-239	1210 Esther Street, Kemah, TX 77565	Withdrawn
GALH-E126-239	4306 Country Club, Dickinson, TX 77539	Withdrawn
GALH-E127-239	4502 East 26 th , Dickinson, TX 77539	Withdrawn
N/A	4512 Swan Street, Hitchcock, TX 77563	Withdrawn

Galveston County remains committed to completing the project and maintaining compliance with all applicable FEMA and TDEM requirements. We appreciate your consideration of this request.

Respectfully,

Judge Mark Henry
Galveston County

Cost Overrun Summary

A summary of Project and Management Costs is included in the tables below. Project cost changes are based on actual design fees and updated construction cost estimates. Each table compares the obligated costs from Version 1 (SOW Change #1) to the proposed amended costs. An updated cost estimate and cost comparison with a detailed breakdown by property and line item are enclosed for review.

Project Costs

The engineering and design costs have been updated to align with actual design fees. Construction costs have also been updated using RS Means 2026 data. Additionally, relocation assistance, contingency, and per parcel fees have been added to the proposed cost overrun. Total Project Costs have increased from \$5,624,913.00 to \$6,230,181.94, resulting in a cost overrun of \$605,268.94. Galveston County is requesting a cost change to the federal cost from \$4,218,684.75 to \$4,672,636.46, for an increase of \$453,951.71. The non-federal cost share would increase from \$1,406,228.25 to \$1,557,545.49, by a total of \$151,317.24. A detailed breakdown of the cost overrun is provided below.

DR-4332-0239 Project Costs Cost Share Breakdown					
Version/Revision	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Non-Federal Cost Share Percentage	Non-Federal Cost Share Amount
Version 1	\$5,624,913.00	75%	\$4,218,684.75	25%	\$1,406,228.25
Amendment	\$605,268.94	75%	\$453,951.71	25%	\$151,317.24
Total	\$6,230,181.95	75%	\$4,672,636.46	25%	\$1,557,545.49

Table 1. Summary table of project cost overrun due to design and construction estimate increases.

Management Costs

Eligible sub-recipient management costs (SRMC) have increased by \$30,263.45, resulting in a total of \$311,509.10. The County is requesting a corresponding \$30,263.45 increase in the federal share to support management of the project.

DR-4332-0239 Project Costs Cost Share Breakdown					
Version/Revision	Total Management Costs	Federal Cost Share Percentage	Federal Cost Share Amount	Non-Federal Cost Share Percentage	Non-Federal Cost Share Amount
Version 1	\$281,245.65	100%	\$281,245.65	0%	\$0.00
Amendment	\$30,263.45	100%	\$30,263.45	0%	\$0.00
Total	\$311,509.10	100%	\$311,509.10	0%	\$0.00

Table 2. Summary table of management cost eligible based on the proposed cost overrun and scope change.

Scope of Work

SOW Modification

Summary

The proposed modification will remove the fourteen (14) properties listed below from Galveston County's elevation project SOW. This will result in the elevation of 30 repetitive loss and/or substantially damaged residential structures to at least two (2) feet above the Base Flood Elevation (BFE) of the adopted Flood Insurance Rate Map (FIRM). All elevations will comply with local building ordinance and grant requirements. The budgeted project costs and subrecipient management costs (SRMC) will be adjusted accordingly.

Galveston County DR-4332-0025 Elevation of Properties Batch #1 Withdrawn Properties			
Current ID	Application ID	Property Address	Participation Status
4	GALH-E103-239	56 Lakeside Dr, Hitchcock, TX 77563	Withdrawn
5	N/A	158 Tarpon Street, Bayou Vista, 77563	Withdrawn
8	GALH-E107-239	319 Narcissus Road, Clear Lake Shores, TX 77565	Withdrawn
9	GALH-E108-239	333 24 th Street, San Leon, TX 77539	Withdrawn
10	GALH-E109-239	410 Moody Avenue, League City, TX 77573	Withdrawn
15	N/A	923 Dogwood Road, Clear Lake Shores, TX 77565	Withdrawn
16	GALH-E114-239	1024 Kipp Avenue, Kemah, TX 77565	Withdrawn
17	GALH-E115-239	1103 Kipp Avenue, Kemah, TX 77565	Withdrawn
19	N/A	1445 John Street, San Leon, TX 77539	Withdrawn
44	GALH-E116-239	1106 33 rd Street, Galveston, TX 77550	Withdrawn
18	GALH-E117-239	1210 Esther Street, Kemah, TX 77565	Withdrawn
27	GALH-E126-239	4306 Country Club, Dickinson, TX 77539	Withdrawn
28	GALH-E127-239	4502 East 26 th , Dickinson, TX 77539	Withdrawn
29	N/A	4512 Swan Street, Hitchcock, TX 77563	Withdrawn

Historical Property

This SOW modification includes the removal of one (1) property, GALH-E116-239, which required funding for Phase I activities to allow for completion of elevation design plans and State Historical Preservation Office (SHPO) consultation to determine eligibility.

Updated SOW

Community Profile

Galveston County, Texas is located along the Gulf Coast, adjacent to Galveston Bay. Galveston County has a population of approximately 350,682 (Census, April 1, 2020). This proposed project is to elevate homes throughout the County, including houses located in unincorporated Galveston County and in the cities, villages, and census designated places. The proposed project area include the cities of: Bayou Vista, Clear Lake Shores, Dickinson, Friendswood, Galveston, Hitchcock, Jamaica Beach, Kemah, La Marque, League City, Santa Fe and Texas City; The Village of Tiki Island; Census Designated Places, including: Bacliff, Bolivar Peninsula, and San Leon; and the unincorporated communities of: Algoa, Bayview, Caplen, and Crystal Beach. A list of the proposed properties and their corresponding addresses are included below.

Galveston County has approximately 3,278 Repetitive Loss (RL) structures as identified by FEMA, including at least 344 Severe Repetitive Loss (SRL) structures, as of 2021. Some SRL properties have flooded ten (10) or more times in the past thirty (30) years. Many properties in Galveston County have experienced flood losses but are not registered on the RL list as the property owners have never owned an NFIP policy. The County has been impacted by flood events many times, dating back to the catastrophic hurricane of 1900.

Mitigation Action

The objective of this mitigation project is to reduce the flooding threat in Galveston County. Elevating houses will greatly reduce the number of at-risk properties that are vulnerable to flooding and will help reduce the amount of future flood claims paid out through the National Flood Insurance Fund. The proposed elevation project will benefit individual property owners and the County by reducing emergency response during flood events. To the best of our knowledge is based on a visual inspection and photographs of the properties; construction has not yet begun at the proposed sites.

Implementation Process

Once the grant, or scope modification, is obligated by FEMA and awarded by TDEM to the County then project implementation may commence. Homeowners will be made aware of the project funding status and will be invited to attend an individual meeting with County representatives and the Project Team. The Project Team will discuss the timeline for implementation and requirements and next steps to advance through the program for each individual program participant.

Existing conditions of all sites included in the *Updated Property Inventory* below were recorded during application development and these 30 properties have been deemed suitable for elevation. Each property will be subject to a structural integrity inspection, performed by a licensed engineer, which will ensure that the proposed property is structurally sound and capable of being elevated. Structures are proposed to be elevated to the Base Flood Elevation or the Preliminary Base Flood Elevation, whichever is more stringent, plus two (2) feet or the localities freeboard requirement.

A qualified engineering firm will be procured by the County for the development of architectural renderings and supporting documentation for review by program participants. Upon confirmation of completion by the County, the engineer will complete design and construction drawings based on the approved architectural renderings. Grant funded construction services will not yield an expanded property footprint to adhere to pre-elevation square footage unless Americans with Disabilities Act (ADA) accommodations are required. The proposed foundation type of pier & beam will be utilized unless it is deemed more viable and cost effective to use a different foundation type. The County will ensure that all appropriate building codes are promulgated to contractors and will ensure that all applicable codes and standards have been met.

The County selected Elevation Contractors will submit costs estimates for compliance and financial review. The homeowner and the County will then enter a contract with the contractor after which work can commence. The Project Team will conduct site visits periodically throughout elevation to conduct project oversight and verify SOW adherence by that the contractor. The County will meet all requirements for documentation of completion of elevations including post-elevation certificate, photos and receipts, and distribution of a Certificate of Occupation to the homeowner. All necessary inspections will be conducted upon completion. TDEM will be notified to initiate grant closeout upon completion of all proposed elevations.

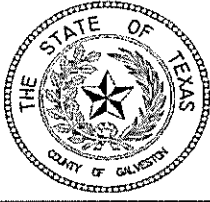
The County will continue to monitor interest and record prospective participants on an alternative property list for consideration under a future modification or grant. Properties will be included as alternate properties based on the following criteria:

- Any interested property owners within the project area identified in the *Community Profile*
- RL property owners that have not already received outreach to participate in the program

Updated Property Inventory

The remaining properties that are included as components in this project’s Budget/Scope Modification are listed in the table below. Please note that the previous Property IDs have been updated to reflect the new total of properties. Additionally, the County’s internal Application ID has been included.

Galveston County DR-4332-0239 Elevation of Properties Batch #3 Remaining Properties				
ID	Application ID	Property Address	Latitude	Longitude
1	GALH-E301-239	36 Lakeside Dr, Hitchcock, TX 77563	29.32990°	-94.94276°
2	GALH-E302-239	37 Lakeside Dr, Hitchcock, TX 77563	29.32984°	-94.94290°
3	GALH-E305-239	202 Blue Point Rd, Clear Lake Shores, TX 77565	29.54965°	-95.03004°
4	GALH-E306-239	206 Blue Point Rd, Clear Lake Shores, TX 77565	29.54919°	-95.03005°
5	GALH-E310-239	702 Clear Lake Rd, Clear Lake Shores, TX 77565	29.54413°	-95.03240°
6	GALH-E311-239	711 Oak Road, Clear Lake Shores, TX 77565	29.54415°	-95.03349°
7	GALH-E312-239	910 Vivian St, Kemah, TX 77565	29.53940°	-95.03454°
8	GALH-E319-239	2403 Pecan St, Dickinson, TX 77539	29.46399°	-95.05833°
9	GALH-E320-239	2473 Avenue A, Dickinson, TX 77539	29.50273°	-94.94382°
10	GALH-E321-239	2703 Timber Dr, Dickinson, TX 77539	29.46883°	-95.06549°
11	GALH-E322-239	2705 Timber Dr, Dickinson, TX 77539	29.46871°	-95.06540°
12	GALH-E323-239	3223 Avenue G, Dickinson, TX 77539	29.46624°	-95.05901°
13	GALH-E324-239	3600 Utah Ave, Dickinson, TX 77539	29.46820°	-95.03579°
14	GALH-E325-239	3703 Imite St, Dickinson, TX 77539	29.46354°	-95.05556°
15	GALH-E329-239	4535 Nevada St, Dickinson, TX 77539	29.45830°	-95.05237°
16	GALH-E330-239	4803 E 29th St, Dickinson, TX 77539	29.474694°	-95.039642°
17	GALH-E331-239	5319 Bayou Dr, Dickinson, TX 77539	29.44994°	-95.06045°
18	GALH-E332-239	5412 Avenue P, Galveston, TX 77551	29.28289°	-94.82540°
19	GALH-E333-239	5627 Avenue Q 1/2, Galveston, TX 77551	29.27921°	-94.8271°
20	GALH-E334-239	6113 Avenue Q 1/2, Galveston, TX 77551	29.27693°	-94.83234°
21	GALH-E335-239	6715 Willow Dr, Hitchcock, TX 77563	29.34261°	-94.99404°
22	GALH-E336-239	6717 Willow Dr, Hitchcock, TX 77563	29.34248°	-94.99408°
23	GALH-E337-239	7023 Renaud St (S Railroad Ave), Hitchcock, TX 77563	29.34331°	-95.00701°
24	GALH-E338-239	7123 Avenue Q 1/2, Galveston, TX 77551	29.27265°	-94.84250°
25	GALH-E339-239	7124 Pine Rd, Hitchcock, TX 77563	29.35042°	-95.0058°
26	GALH-E340-239	7128 Avenue Q ½, Galveston, TX 77551	29.27291°	-94.84286°
27	GALH-E341-239	8303 Wallace St, Hitchcock, TX 77563	29.34992°	-95.02318°
28	GALH-E342-239	8927 Robinson Rd, Hitchcock, TX 77563	29.33706°	-95.03855°
29	GALH-E343-239	29 Lakeside Dr, Hitchcock, TX 77563	29.33052°	-94.94189°
30	GALH-E344-239	902 Vivian St, Kemah, TX 77565	29.54014°	-95.03483°



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT

Grant Award/Agreement

Court Date: 11/30/20		Department: Grants Administration				
Grant Agency: Texas Division of Emergency Management			Funding Source: Texas Division of Emergency Management			
Grant Start Date:	9/25/2020	Program Year:	2020	Renewal Grant:	No	
Grant End Date:	9/25/2022	Program End Date:	2022	Contract #	DR-4332-0239	
Description: HMGP Elevation Grant						
Grant Organization Keys: 2890 HMGP - Harvey 299238 Galv Co Elevation Program Batch #3			Grant Type: Federal			
Expenditure Type	Grant (Other) Funded	County Funded	Total Budget			
Salary & Benefit		\$ -	\$ -			
Non-Labor		\$ -	\$ -			
Indirect/Admin Costs		\$ -	\$ -			
Not Yet Determined	\$ 4,720,759.50	\$ 1,573,586.00	\$ 6,294,345.50			
Totals:	\$ 4,720,759.50	\$ 1,573,586.00	\$ 6,294,345.50			
	FY18	FY19	FY20	FY21	After FY21	Total
County Funding History	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assigned Department Contact			Department Contact is responsible for the execution of the scope of work, programmatic reporting for the project and will serve as the point of contact for the Grants Administration Department.			
County Funding Source:	Fund: Division:					

County funded to be covered by Home owners

Approved By:
Department Director:
Grants Manager:
Chief Financial Officer:
County Auditor:

Signature	Date
	11/19/2020
	11/19/2020
Stephanie Caraway for Brent Hartzell <small>Digitally signed by Stephanie Caraway for Brent Hartzell Date: 2020.11.19 13:37:56 -0600</small>	Randall Rice CPA <small>Digitally signed by Randall Rice CPA Date: 2020.11.20 09:20:10 -0600</small>



October 29, 2020

The Honorable Mark Henry
County Judge
Galveston County
722 Moody, Suite 317
Galveston, TX, 77550

RE: Sub-Grant Award

Dear Judge Henry:

The Texas Division of Emergency Management (TDEM) has issued a sub-grant for DR-4332, Hurricane Harvey. The following is the information related to this award:

Sub-Recipient Information:

DUNS Number: 081507709
TINS Number: 74-6000908
FIPS Number: 167-99167-00

Award Information:

HISTORICAL BUILDINGS – PHASE I

Catalog of Federal Domestic Assistance: 97.039
FEMA Project Number: DR-4332-0239
Project Title: Galveston County Elevation of Properties Batch #3
Period of Performance (POP): **September 25, 2020 – September 25, 2021**

NON-HISTORICAL BUILDINGS

Catalog of Federal Domestic Assistance: 97.039
FEMA Project Number: DR-4332-0239
Project Title: Galveston County Elevation of Properties Batch #3
Period of Performance (POP): **September 25, 2020 - September 25, 2022**

Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	9/25/2020	\$6,294,345.50	75%	\$4,720,759.50	25%	\$1,573,586.00

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

The eligible management costs for a reimbursement request are calculated by multiplying the eligible direct project costs submitted by the percentage of obligated management costs (5%) for the project. In some cases, the management costs submitted for a reimbursement will exceed the eligible management cost amount. In this instance, the management costs will be trapped until additional eligible direct project costs are submitted for reimbursement.

TOTAL ELIGIBLE MANAGEMENT COSTS						
Version / Amendment	Date	Total Management Costs	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	9/25/2020	\$315,126.00	100%	\$315,126.00	0%	\$0

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

This grant will fund Galveston County to elevate 43 repetitive loss and/or substantially damaged residential structures to at least two feet above the Base Flood Elevation (BFE) of the adopted Flood Insurance Rate Map (FIRM). This grant will also fund Phase I for one (1) property to allow for completion of elevation design plans and State Historical Preservation Office (SHPO) consultation to determine property eligibility. All elevations will comply with local building ordinances and grant requirements.

In accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; Categorically Excluded (CATEX) N7 and A7, FEMA concludes that the above-mentioned project is categorically excluded from the National Environmental Policy Act (NEPA) requirement to prepare further environmental documentation. No extraordinary conditions in accordance with DHS Instruction 023-01-001-01 exist involving this project.

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

The sub-recipient must ensure that:

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

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

This signed and dated award letter and attached grant terms and conditions must be returned to TDEM before payment on the sub-award can be processed. Your signature is required on this award letter and on the last page of the attached grant terms and conditions. You must also initial each exhibit on the last page of the grant terms and conditions. Please sign, date, and return both the award letter along with the attached grant terms and conditions acknowledging acceptance of this sub-award to the following address:

Texas Division of Emergency Management
1033 La Posada, Ste. 300
Austin, TX 78752


Mark Henry, County Judge

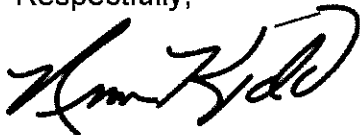
November 30, 2020
Date

Should you wish to appeal any determination related to this sub-award you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any

documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact your Mitigation Coordinator, Joshua Brogdon at 713-967-7011 or joshua.brogdon@tdem.texas.gov.

Respectfully,



W. Nim Kidd, MPA, CEM®

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

ATTACHMENTS: Grant Terms and Conditions
Record of Environmental Considerations
Property List

cc: Randall Rice
Mark Henry
James (Jim) Gentile
Elizabeth (Betsy) Thomas
Alyssa Young

GRANT TERMS AND CONDITIONS

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

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

a. The term Recipient and pass-through entity have the same meaning as "Grantee," as used in governing statutes, regulations, and DHS/FEMA guidance.

b. A Recipient is also a "non-federal entity" for grants administration purposes.

c. A Subrecipient is also known as a "Subgrantee" as used in governing statutes regulations and DHS/ FEMA guidance.

d. A Subrecipient is also a "non-federal entity" for grants administration purposes.

e. The "Grant" referred to in this agreement is a subgrant to the Subrecipient passed thru from TDEM to the Subrecipient.

f. Certifying Official will be the Mayor, Judge, or Executive Director authorized to execute these grant terms and conditions, and to submit changes of Subrecipient Agents.

f. Projects and any subsequent versions for those projects accepted by the Subrecipient and subsequently obligated or deobligated by DHS/FEMA are considered subawards to this grant agreement.

A. **Standard of Performance.** Subrecipient shall perform all activities as approved by TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
8. Request for Information and Documentation referred to as "Exhibit H"

B. **Failure to Perform.** In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this Grant, Subrecipient shall be liable to TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds

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or any other grant program funds administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by TDEM.

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

Subrecipient shall refund to TDEM any sum of these Grant funds that has been determined by TDEM or DHS/FEMA to be an overpayment to Subrecipient or that TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to TDEM within thirty (30) calendar days after TDEM requests such refund

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

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

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- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>

and the program State Administrative Plan, available at:

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

Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

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

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

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

G. **Restrictions and General Conditions.**

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

GRANT TERMS AND CONDITIONS

Federal funds may not be used to sue the Federal government or any other government entity.

2. Federal Employee Prohibition. Federal employees are prohibited directly benefiting from any funds under this Grant.
3. Points of Contacts. Within 10 calendar days of any change, Subrecipient shall notify TDEM of any change in designated of Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient. In the event a Subrecipient hires a consultant to assist them with managing its Public Assistance grants, they must be listed on the Designated Subrecipient Agent Form. TDEM will direct all correspondence to the Subrecipient but will cc: the consultant on all email exchanges. The Subrecipient will be responsible for sharing written communications with the consultant. The Subrecipient will remain the primary point of contact and must be included in all decision making activities.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is accurate and is registered on Sams.gov. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>
5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at www.sam.gov or other federally established site for contractor registration, and entered TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
 - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
 - b. Where and when to report: Subrecipient shall report executive total compensation at www.sam.gov or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or

GRANT TERMS AND CONDITIONS

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

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

Must negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through <http://www.sam.gov/portal/public/SAM> and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review.
 5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321
- I. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, if the monitoring visit reveals deficiencies in Subrecipient's performance under this Grant, a monitoring report will be provided to the Subrecipient and shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit.**

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

GRANT TERMS AND CONDITIONS

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

4. Subrecipient's Facilitation of Audit. Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. State Auditor's Clause. Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

K. Retention and Accessibility of Records

1. Retention of Records. Subrecipient shall follow its own internal retention policy, or the state's retention policy, whichever is stricter. At a minimum, the subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.333-337, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

L. Changes, Amendments, Suspension or Termination

1. Modification. DHS/FEMA or TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has

GRANT TERMS AND CONDITIONS

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

3. **Suspension.** In the event Subrecipient fails to comply with any term of this Grant, TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
 4. **Termination.** TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that Subrecipient has failed to comply with any term of this Grant. TDEM shall provide written notice of the termination and include:
 - a. The reason(s) for such termination;
 - b. The effective date of such termination; and
 - c. In the case of partial termination, the portion of this Grant to be terminated.
 - d. Appeal may be made to the Deputy Chief of the Texas Division of Emergency Management - Recovery & Mitigation.
- M. **Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:
1. Increased monitoring of projects and require additional financial and performance reports
 2. Require all payments as reimbursements rather than advance payments
 3. Temporarily withhold payments pending correction of the deficiency
 4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
 5. Request DHS/FEMA to wholly or partially de-obligate funding for a project
 6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by TDEM or DHS/FEMA;
 7. Withhold further awards for the grant program
 8. Take other remedies that may be legally available

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

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

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

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

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

GRANT TERMS AND CONDITIONS

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

- N. **Conflicts of Interest.** The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- O. **Closing of this Grant.** TDEM will close each subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds.

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

The closeout of this Grant does not affect:

1. DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
 2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
 3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
 4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.
- P. **Notices.** All notices and other communications pertaining to this agreement shall be delivered in electronic format and/or writing and shall be transmitted by fax, e-mail, personal hand-delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party.

GRANT TERMS AND CONDITIONS

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§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.

GRANT TERMS AND CONDITIONS

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally- assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

GRANT TERMS AND CONDITIONS

Exhibit C

Certifications for Grant Agreements

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

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-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, in Subpart B of 2 C.F.R. Part 3001.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

GRANT TERMS AND CONDITIONS

EXHIBIT D

State of Texas Assurances

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

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

GRANT TERMS AND CONDITIONS

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the 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.

GRANT TERMS AND CONDITIONS

EXHIBIT E

Environmental Review

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

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

GRANT TERMS AND CONDITIONS

EXHIBIT F

Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Project Scoping meeting with the State- Federal team.
2. All work must be done prior to the approved project completion deadline assigned to each Project (POP). 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 60 days prior to the end of the period of performance may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding. The Subrecipient shall submit requests for cost overruns requiring additional obligations to TDEM, who will forward to FEMA for review and approval prior to incurring costs.
4. The Project Completion and Certification Report must be submitted to TDEM within 60 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report, or Duplication of Benefits form certifying other funds were received to complete the project.
5. A cost overrun appeal on small (\$128,900) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed. Appeals for Alternative Projects will be subject to the terms of the signed agreement for the Alternative Project.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by initiating a Request for Reimbursement (RFR) in TDEM's Grant Management System (GMS) or an Advance of Funds Request (AFR), and including documentation supporting your request. Small Public Assistance projects are paid upon obligation and will be initiated by TDEM personnel. Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter.
9. Subrecipients will be required to submit quarterly project reports (QPR) for open large projects using TDEM's GMS. Your assigned Grant Coordinator will coordinate the due date for your specific reporting. Public Assistance program small projects are typically exempt from quarterly reporting, however TDEM reserves the right to require QPRs on any smalls requiring a POP extension. The first quarterly report will be due at the end of the first full quarter following the quarter in which the project was obligated. No quarterlies are required for projects that Subrecipient has initiated a closeout request and has provided a certificate of completion. Failure to submit required quarterly reports for two or more quarters can result in withholding or deobligation of funding for Subrecipients until all reports are submitted and up-to-date.

GRANT TERMS AND CONDITIONS

10. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.
11. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
12. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.
13. TDEM will be using the new FEMA Public Assistance Delivery Model to facilitate the writing of project worksheets (Portal). Subrecipient will be responsible for establishing and maintaining an active account in the Portal and to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal will provide the Subrecipient visibility of the entire project writing process.
14. TDEM will be using its new Grant Management System (GMS) for Subrecipient grant management functions. Subrecipient will access GMS to initiate Requests for Reimbursements (RFR), Advance of Funds Requests (AFR), Time Extensions, Scope and Cost changes requests, Quarterly Reports, Project Closeouts, Appeals, and other items deemed necessary by TDEM. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements. Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement.
- 16.2 CFR 200.210(a)(15), 2 CFR 200.331(a)(1)(xiii) and (a)(4) make reference to indirect cost rates. The Subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10% de minimis rate of modified total direct costs (MTDC) (as per § 200.414) when receiving Management Costs.

GRANT TERMS AND CONDITIONS

EXHIBIT G

Match Certification

Additional Grant Certifications

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

Duplication of Program Statement

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

Match Certification

Federal Debt Disclosure

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

For Hazard Mitigation Projects Only:

Maintenance Agreement

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

Environmental Justice Statement

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

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

Request for Information and Documentation Policy and Guideline

It is crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects that timelines be established for providing information and documentation. TDEM has developed a framework to support this endeavor following a progressive series of communications for the Subrecipient (RFI). TDEM will work with you throughout the RFI process as communication is the key to your success.

RFI Timelines	
First Informal Request	The primary contact for the Subrecipient will receive the RFI via email with five business days to respond.
Second Informal Request	A second email to the primary contact will be sent with an additional five business days to respond.
Third Informal Request	A phone call will be made to the primary contact with a third email requesting the information to be provided within five business days. The Regional Section Administrator and State Coordinator will be copied.
Fourth Formal Request	The Supervising Program Director of Recovery will issue a certified letter to the highest ranking official highlighting previous requests and an additional ten days to provide the requested information.
Final Formal Request	A final request by certified letter will be issued by the Deputy Assistant Director of Recovery, Mitigation, and Standards, or the Assistant Director of the Texas Division of Emergency Management to the highest ranking official giving the final ten business days to respond or deobligation of the project will begin.
Final Action	If the RFI is not sufficiently answered, the project will be deobligated, and any previously paid funds must be returned to TDEM.

Reference: RMS Services Grant Program Request for Information and Documentation August 2017

GRANT TERMS AND CONDITIONS

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

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

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


Signature of Certifying Official

November 30, 2020
Date

Mark Henry, County Judge
Printed Name and Title

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-DR-4332-TX Project #239 (0)

Title: Galveston County Elevation Project Batch #1

NEPA DETERMINATION

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

Comment Galveston County proposes to elevate forty-three (43) repetitive loss and/or substantially damaged residential structures to at least two feet above the Base Flood Elevation (BFE) of the adopted Flood Insurance Rate Map (FIRM). All elevations will comply with local building ordinances and grant compliance. FEMA is also providing funds for elevation design plans at 1106 33rd Street, Galveston TX. Construction at this address is not approved by this REC. FEMA must complete consultation under the National Historic Preservation Act and review/approve the elevation at this location on a revised REC prior to the applicant starting construction. See attached property list for locations. Note that this REC supersedes the REC issued on 5/4/2020.

This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; CATEX A7/N7. 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.
 - jhowar25 - 08/24/2020 20:08:10 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*n7	(*n7) Federal Assistance for Structure and Facility Upgrades. Federal assistance for the reconstruction, elevation, retrofitting, upgrading to current codes and standards, and improvements of pre-existing facilities in existing developed areas with substantially completed infrastructure, when the immediate project area has already been disturbed, and when those actions do not alter basic functions, do not exceed capacity of other system components, or modify intended land use. This category does not include actions within or affecting streams or stream banks or actions seaward of the limit of moderate wave action (or V zone when the limit of moderate wave action has not been identified).	Yes
a7	(a7) The commitment of resources, personnel, and funding to conduct audits, surveys, and data collection of a minimally intrusive nature. If any of these commitments result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include, but are not limited to: (a) Activities designed to support the improvement or upgrade management of natural resources, such as surveys for threatened and endangered species, wildlife and wildlife habitat, historic properties, and archeological sites; wetland delineations; timber stand examination; minimal water, air, waste, material and soil sampling; audits, photography, and interpretation. (b) Minimally-intrusive geological, geophysical, and geo-technical activities, including mapping and engineering surveys. (c) Conducting Facility Audits, Environmental Site Assessments and Environmental Baseline Surveys, and (d) Vulnerability, risk, and structural integrity assessments of infrastructure.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-DR-4332-TX Project #239 (0)

Title: Galveston County Elevation Project Batch #1

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is located in a coastal zone area and/or affects the coastal zone	Based on consultation with Texas General Land Office (GLO) and review of Coastal Coordination Council (CCC) General Concurrence #5, FEMA has determined that this project is deemed consistent with the goals and policies of the Texas Coastal Management Program (CMP) and consistency review procedures as implemented by the GLO. - jhowar25 - 08/24/2020 20:09:19 GMT
	Completed	State administering agency does not require consistency review - Review concluded	
Executive Order 11988 - Floodplains	Completed	Located in floodplain or effects on floodplain/flood levels	The project is located within the AE zone of 100-yr flooding per the Flood Insurance Rate Map panels as indicated in the attached property list. Initial Disaster Public Notice was published on 09/27/2017. The proposed action is not likely to result in any potential direct impacts that will adversely affect the natural values and function of floodplains nor is it likely to increase the risk of flood loss. 8-step checklist attached. - jhowar25 - 08/24/2020 20:14:20 GMT
	Completed	Possible adverse effects associated with investment in floodplain, occupancy or modification of floodplain environment	
	Completed	8 Step Process Complete - documentation attached - Review concluded	
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	: A review of the National Wetland Inventory (NWI) online mapper, accessed on 8/24/2020, for the project indicates that portions of the project area are adjacent to a designated wetland. However, the project will elevate existing structures within their original footprint, which is not likely to affect wetlands. - jhowar25 - 08/24/2020 20:14:55 GMT

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-DR-4332-TX Project #239 (0)

Title: Galveston County Elevation Project Batch #1

Environmental Law/ Executive Order	Status	Description	Comment
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Standard Section 106 review	FEMA has determined that there will be No Historic Properties Affected. SHPO concurrence with this determination was received, dated 11/6/18, 11/30/18, and 6/19/2020. The scope of work has been reviewed and FEMA has determined that the project will not require Tribal Consultation. - sforbes2 - 08/25/2020 14:04:53 GMT
	Completed	Building or structure 50 years or older or listed on the National Register in the project area and activity not exempt from review	
	Completed	Determination of No Historic Properties Affected (FEMA finding/SHPO/THPO concurrence attached) - Review	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-DR-4332-TX Project #239 (0)

Title: Galveston County Elevation Project Batch #1

Environmental Law/ Executive Order	Status	Description	Comment
		concluded	
	Completed	Project affects only previously disturbed ground - Review concluded	
Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)	Completed	Review concluded	
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Special Conditions required on implementation of Projects:

Applicant must coordinate with the local floodplain administrator and obtain required permits prior to initiating work. Applicant must comply with any conditions of permit and all coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.

Source of condition: Executive Order 11988 - Floodplains

Monitoring Required: No

The applicant shall ensure that best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands or water bodies. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands and other waters are not adversely impacted per the Clean Water Act and Executive Order 11990.

Source of condition: Executive Order 11990 - Wetlands

Monitoring Required: No

If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).

Source of condition: Clean Air Act (CAA)

Monitoring Required: No

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

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

Monitoring Required: No

Standard Conditions:

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

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

08/25/2020

FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

16:00:13

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-DR-4332-TX Project #239 (0)

Title: Galveston County Elevation Project Batch #1

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.

Property ID	Address	City	Zip Code	Latitude	Longitude
1	29 Lakeside Drive	Hitchcock	77563	29.330515	-94.941859
2	36 Lakeside Drive	Hitchcock	77563	29.329882	-94.942741
3	37 Lakeside Drive	Hitchcock	77563	29.329833	-94.942863
4	56 Lakeside Drive	Hitchcock	77563	29.328322	-94.945785
5	158 Tarpon Street	Bayou Vista	77563	29.325056	-94.946304
6	202 Blue Point Road	Clear Lake Shores	77565	29.549639	-95.030067
7	206 Blue Point Road	Clear Lake Shores	77565	29.549198	-95.030132
8	319 Narcissus Road	Clear Lake Shores	77565	29.547909	-95.034261
9	333 24th Street	San Leon	77539	29.497650	-94.941402
10	410 Moody Avenue	League City	77573	29.520755	-95.084210
11	702 Clear Lake Road	Clear Lake Shores	77565	29.544100	-95.032440
12	711 Oak Road	Clear Lake Shores	77565	29.544151	-95.033499
13	902 Vivian Street	Kemah	77565	29.540227	-95.034359
14	910 Vivian Street	Kemah	77565	29.539374	-95.034511
15	923 Dogwood Road	Clear Lake Shores	77565	29.544030	-95.031666
16	1024 Kipp Avenue	Kemah	77565	29.538814	-95.016552
17	1103 Kipp Avenue	Kemah	77565	29.538956	-95.015341
18	1210 Esther Street	Kemah	77565	29.539094	-95.034440
19	1445 John Street	San Leon	77539	29.477642	-94.945744
20	2403 Pecan Street	Dickinson	77539	29.463972	-95.058344
21	2473 Avenue A	San Leon	77539	29.502758	-94.943837
22	2703 Timber Drive	Dickinson	77539	29.468809	-95.065501
23	2705 Timber Drive	Dickinson	77539	29.468722	-95.065419
24	3223 Avenue G	Dickinson	77539	29.466253	-95.058995
25	3600 Utah Avenue	Dickinson	77539	29.468222	-95.035797
26	3703 Imite Street	Dickinson	77539	29.463534	-95.055579
27	4306 Country Club	Dickinson	77539	29.463429	-95.022452
28	4502 East 26th	Dickinson	77539	29.476932	-95.043220
29	4512 Swan Street	Hitchcock	77563	29.337961	-94.962912
30	4535 Nevada Street	Dickinson	77539	29.458276	-95.052367
31	4803 East 29 th Street	Dickinson	77539	29.474673	-95.039602
32	5319 Bayou Drive	Dickinson	77539	29.449921	-95.060458
33	5412 Avenue P	Galveston	77551	29.282864	-94.825383
34	5627 Avenue Q 1/2	Galveston	77551	29.279012	-94.827054
35	6113 Avenue Q 1/2	Galveston	77551	29.276919	-94.832358
36	6715 Willow Drive	Hitchcock	77563	29.342596	-94.994014
37	6717 Willow Drive	Hitchcock	77563	29.342469	-94.994065
38	7023 Renaud (S. Railroad Ave.)	Hitchcock	77563	29.343332	-95.007012
39	7123 Avenue Q ½	Galveston	77551	29.272659	-94.842483
40	7124 Pine Road	Hitchcock	77563	29.350436	-95.005757
41	7128 Avenue Q ½	Galveston	77551	29.272872	-94.842848
42	8303 Wallace Street	Hitchcock	77563	29.349920	-95.023183
43	8927 Robinson Road	Hitchcock	77563	29.337036	-95.038505
44	1106 33 rd Street*	Galveston	77550	29.295908	-94.802884

*This property is funded for Phase I to develop elevation design plans & conduct SHPO consultation