

NAVARRO COUNTY COMMISSIONER'S COURT

A Regular meeting of the Navarro County Commissioner's Court was held on Monday, the 11<sup>th</sup> day of April, 2016 at 10:00 a.m., in the County Courtroom of the Navarro County Annex Building 601, North 13<sup>th</sup> Street, in Corsicana, Texas. Presiding Judge HM Davenport, Jr. Commissioners present Jason Grant, Dick Martin, David Warren and James Olsen.

1. 10:03 A.M. Motion to convene by Comm. Olsen sec by Comm. Warren  
Carried unanimously
2. Opening prayer by Comm. Olsen
3. Pledge of Allegiance
4. Public Comments-Brett Latta-update PG 2806

**Consent Items**

- Motion to approve consent items 5-6 by Comm. Martin sec by Comm. Olsen  
Carried unanimously
5. Motion to approve and pay bills as submitted by the County Auditor, including payroll (paid 03/31/2016) **TO WIT PG 2807-2828**
  6. Motion to approve accepting donation of \$250,000 from Navarro Community Foundation for Expenses related to courthouse restoration

**Action Items**

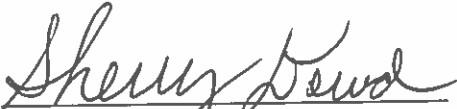
7. No action taken on Burn Ban, remains off
8. Motion to approve Tax Collection report for March 2016, Gail Smith by Comm. Olsen sec by Comm. Warren **TO WIT PG 2826-2831**  
Carried unanimously
9. Proclamation for National Crimes Victims' Rights Week April 10, 2016-April 16, 2016 **TO WIT PG 2832-2833**
10. Discussion of proposed Emergency Communications District by North Central Texas COG **TO WIT PG 2833-2838**

11. Motion to approve change order #18 from Phoenix I by Comm. Martin  
sec by Comm. Grant **TO WIT PG 2839-2844**  
Carried unanimously
  12. Motion to approve change order #19 from Phoenix I by Comm. Olsen sec by  
Comm. Warren **TO WIT PG 2845-2847**  
Carried unanimously
  13. Motion to approve change order proposal for 3<sup>rd</sup> floor rail extension for rotunda  
from Phoenix I by Comm. Grant sec by Comm. Martin  
Carried unanimously **TO WIT PG 2848-2849**
  14. Motion to approve State Subgrant Award Letters for Navarro County Pct., 3  
by Comm. Warren sec by Comm. Grant **TO WIT PG 2850-3006**  
Carried unanimously
  15. Motion to approve County Auditor's January 2016 monthly financial report  
pursuant to LGC Sec 114.024 by Comm. Martin sec by Comm. Warren  
Carried unanimously **TO WIT PG 3007-3010**
  16. Motion to approve modification 4 to HIDTA Grant number G15NT0001A by  
Comm. Olsen sec by Comm. Grant **TO WIT PG 3011-3015**  
Carried unanimously
  17. Motion to approve Travel Reimbursement Request for Constable Pct. 3 pursuant  
to LGC 130.908 (expenditure exceeds 1/12 of line budget) by Comm. Warren  
sec by Comm. Grant **TO WIT PG 3016-3027**  
Carried unanimously
  18. Motion to go into Executive Session Pursuant to the Texas Government Code  
Section 551.074 to discuss Personnel by Comm. Olsen sec by Comm. Warren  
Carried unanimously  
11:30 a.m. 4-11 taking a break till 4-12 at 1:00 p.m.  
4-12 1:03 p.m. back from break in executive session
- Motion to come out of Executive Session by Comm. Olsen sec by Comm. Warren  
Carried unanimously

19. No action taken on Executive Session Pursuant to the Texas Government Code Section 551.074 to discuss Personnel
20. Motion to adjourn by Comm. Martin sec by Comm. Grant  
Carried unanimously

I, Sherry Dowd, Navarro County Clerk, Attest that the Foregoing is a True and accurate accounting of the commissioners Court's authorized proceeding for April 11<sup>th</sup>, 2016.

Signed 11<sup>th</sup>, day of April, 2016

  
Sherry Dowd, County Clerk



#4

NAVARRO COUNTY COMMISSIONERS COURT  
PUBLIC COMMENTS PARTICIPATION FORM

PRINT NAME AND SUBJECT

Date 4-11-16

NAME	SUBJECT
1. <u>BRETT LATTA</u>	<u>UPDATES</u>
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____

ALL RECORDS FROM 04/11/2016 TO 04/11/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
ADVOCACY CENTER FOR CRI	2016 101-560-410	INVESTIGATIONS	HOSPITAL EXAM - SAN	C-16-02963	04/06/2016	04/11/2016		751.00
ALYCE TEMPLE	2016 101-561-573	CAPITAL LEASE PR	LEASE NO. 6604	APR 2016	04/08/2016	04/11/2016		11,612.77
ALYCE TEMPLE	2016 101-561-574	CAPITAL LEASE IN	LEASE NO. 6604	APR 2016	04/08/2016	04/11/2016		511.45
AMERICAN TIRE DISTRIBUT	2016 101-560-445	REPAIRS & MAINT	UNIT 2153 - P235/55	S072459947	04/04/2016	04/11/2016	301180	210.76
AMERICAN TIRE DISTRIBUT	2016 101-560-445	REPAIRS & MAINT	P265/60R17 TIRES	S072659747	04/04/2016	04/11/2016	301139	1,877.76
AMERICAN TIRE DISTRIBUT	2016 101-560-445	REPAIRS & MAINT	UNIT 2157 - P235/55	S072362069	04/04/2016	04/11/2016	301160	421.52
ANNA MIDDLETON	2016 101-572-428	TRAVEL/CONFERENC	53 MILES @ .54	MAR 2016	03/31/2016	04/11/2016		28.62
ASSOCIATION OF RURAL CO	2016 101-401-419	DUES & SUBSCRIPT	ARCIT DUES	FY2016	04/07/2016	04/11/2016		395.00
AT&TSERVICES INC.	2016 101-572-435	TELEPHONE	287256200705	03/12/ 03/19/16	03/31/2016	04/11/2016		33.83
AT&TSERVICES INC.	2016 101-475-435	CVC - TELEPHONE	287256200779	03/12/ 03/19/16	03/31/2016	04/11/2016		75.58
AT&TSERVICES INC.	2016 101-410-435	TELEPHONE	9038751617	03/21/16 03/21/16	03/31/2016	04/11/2016		3,318.71
AT&TSERVICES INC.	2016 101-410-435	TELEPHONE	9038751583	03/21/16 03/21/16	03/31/2016	04/11/2016		64.32
AT&TSERVICES INC.	2016 101-551-312	OPERATING SUPPLI	287236363034	02/20/ 03/27/16	04/01/2016	04/11/2016		44.40
AT&TSERVICES INC.	2016 101-407-459	MAINT CONTRACT -	287236363034	02/20/ 03/27/16	04/01/2016	04/11/2016		44.39
AT&TSERVICES INC.	2016 101-568-495	MISCELLANEOUS	287236363034	02/20/ 03/27/16	04/01/2016	04/11/2016		88.80
AT&TSERVICES INC.	2016 101-406-422	JP TECHNOLOGY FU	287236363034	02/20/ 03/27/16	04/01/2016	04/11/2016		236.80
AT&TSERVICES INC.	2016 101-435-495	MISCELLANEOUS	287236363034	02/20/ 03/27/16	04/01/2016	04/11/2016		44.39
AT&TSERVICES INC.	2016 101-410-435	TELEPHONE	287236363034	02/20/ 03/27/16	04/01/2016	04/11/2016		450.74
AT&TSERVICES INC.	2016 101-410-436	INTERNET	125499768	03/23/16 03/22/16	04/06/2016	04/11/2016		60.19
AT&TSERVICES INC.	2016 101-560-436	INTERNET	125499763	03/23/16 03/22/16	04/06/2016	04/11/2016		45.11
AT&TSERVICES INC.	2016 101-410-435	TELEPHONE	9036543088	03/15/16 03/15/16	03/31/2016	04/11/2016		738.52
ATMOS ENERGY	2016 101-410-430	UTILITIES	09L146932	02/23/16 4009312323 -	03/31/2016	04/11/2016		50.40
AUSTIN MARRIOTT NORTH-R	2016 101-403-428	TRAVEL/CONFERENC	CC & DC LEGAL EDUCA	DOWD, SHERRY	04/07/2016	04/11/2016		400.03
BLACKFORD PRINTING CO.	2016 101-475-310	OFFICE SUPPLIES	CRIME VICTIM BOOKLE	33672	04/05/2016	04/11/2016	300547	600.00
BLACKFORD PRINTING CO.	2016 101-440-310	OFFICE SUPPLIES	SHERIFF SLIPS	33793	04/08/2016	04/11/2016	301035	193.00
BOB BARKER COMPANY INC	2016 101-512-352	INMATE CLOTHING	JUMPSUIT - NAVY 7XL	UT1000376900	04/05/2016	04/11/2016	300776	102.36
BOB BARKER COMPANY INC	2016 101-512-352	INMATE CLOTHING	JUMPSUIT - NAVY XL	UT1000374134	04/05/2016	04/11/2016	300776	124.60
BOB BARKER COMPANY INC	2016 101-512-352	INMATE CLOTHING	JUMPSUIT - NAVY L	UT1000374134	04/05/2016	04/11/2016	300776	124.60
BOB BARKER COMPANY INC	2016 101-512-352	INMATE CLOTHING	JUMPSUIT - NAVY 8XL	UT1000374134	04/05/2016	04/11/2016	300776	136.48
BOB BARKER COMPANY INC	2016 101-512-352	INMATE CLOTHING	JUMPSUIT - GREEN XL	UT1000374134	04/05/2016	04/11/2016	300776	124.60
BOB BARKER COMPANY INC	2016 101-512-352	INMATE CLOTHING	JUMPSUIT - ORANGE X	UT1000374134	04/05/2016	04/11/2016	300776	124.60
BOB BARKER COMPANY INC	2016 101-512-352	INMATE CLOTHING	JUMPSUIT - ORANGE 2	UT1000374134	04/05/2016	04/11/2016	300776	124.60
BOB BARKER COMPANY INC	2016 101-512-352	INMATE CLOTHING	JUMPSUIT - ORANGE 3	UT1000374134	04/05/2016	04/11/2016	300776	150.60
BOB BARKER COMPANY INC	2016 101-512-352	INMATE CLOTHING	JUMPSUIT - ORANGE 4	UT1000374134	04/05/2016	04/11/2016	300776	150.60
BOB BARKER COMPANY INC	2016 101-512-352	INMATE CLOTHING	JUMPSUIT - ORANGE 5	UT1000374134	04/05/2016	04/11/2016	300776	150.60
BOB BARKER COMPANY INC	2016 101-512-352	INMATE CLOTHING	JUMPSUIT - ORANGE 6	UT1000374134	04/05/2016	04/11/2016	300776	150.60
BOB BARKER COMPANY INC	2016 101-512-352	INMATE CLOTHING	JUMPSUIT - KHAKI XL	UT1000374134	04/05/2016	04/11/2016	300776	124.60
BOB BARKER COMPANY INC	2016 101-512-352	INMATE CLOTHING	JUMPSUIT - KHAKI 2X	UT1000374134	04/05/2016	04/11/2016	300776	124.60
BRITTANY SCOTT	2016 101-421-428	TRAVEL	SAN ANGELO LIVESTOC	REIMB - 04/0	04/08/2016	04/11/2016		881.28
BRITTANY SCOTT	2016 101-421-428	TRAVEL	HOUSTON LIVESTOCK S	REIMB - 03/3	04/08/2016	04/11/2016		3,313.62
BRITTANY SCOTT	2016 101-421-428	TRAVEL	FORT WORTH LIVESTOC	REIMB - 03/3	04/08/2016	04/11/2016		349.92
BRITTANY SCOTT	2016 101-421-428	TRAVEL	FORT WORTH LIVESTOC	REIMB - 03/3	04/08/2016	04/11/2016		349.92
CALDWELL COUNTRY CHEVRO	2016 101-560-575	MACHINERY & EQUI	2016 CHEVROLET TAHO	GR250865	04/06/2016	04/11/2016	300242	35,598.00
CALDWELL COUNTRY CHEVRO	2016 101-560-575	MACHINERY & EQUI	2016 CHEVROLET TAHO	GR251357	04/06/2016	04/11/2016	300242	35,598.00
CALDWELL COUNTRY CHEVRO	2016 101-560-575	MACHINERY & EQUI	2016 CHEVROLET TAHO	GR252576	04/06/2016	04/11/2016	300242	35,598.00
CALDWELL COUNTRY CHEVRO	2016 101-560-575	MACHINERY & EQUI	2016 CHEVROLET TAHO	GR252171	04/06/2016	04/11/2016	300242	35,598.00
CALDWELL COUNTRY CHEVRO	2016 101-560-575	MACHINERY & EQUI	2016 CHEVROLET TAHO	GR252632	04/06/2016	04/11/2016	300242	35,598.00
CAP FLEET UPFITTERS	2016 101-560-320	OPERATING EQUIPM	SHIPPING	517137	04/05/2016	04/11/2016	300882	10.00
CAP FLEET UPFITTERS	2016 101-560-320	OPERATING EQUIPM	CENCOM 20' EXT CABL	517137	04/05/2016	04/11/2016	300882	32.00
CAP FLEET UPFITTERS	2016 101-560-320	OPERATING EQUIPM	MICRON LED RED	517137	04/05/2016	04/11/2016	300882	183.28
CAP FLEET UPFITTERS	2016 101-560-320	OPERATING EQUIPM	MICRON LED BLUE	517137	04/05/2016	04/11/2016	300882	183.28
CAP FLEET UPFITTERS	2016 101-560-320	OPERATING EQUIPM	SHIPPING	518108	04/05/2016	04/11/2016	300882	7.00
CAP FLEET UPFITTERS	2016 101-560-320	OPERATING EQUIPM	INSTALL KIT	518108	04/05/2016	04/11/2016	300882	111.60
CAP FLEET UPFITTERS	2016 101-560-320	OPERATING EQUIPM	SHIPPING	517392	04/05/2016	04/11/2016	300882	15.00
CAP FLEET UPFITTERS	2016 101-560-320	OPERATING EQUIPM	INNER EDGE XLP	517392	04/05/2016	04/11/2016	300882	359.40

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ALL RECORDS FROM 04/11/2016 TO 04/11/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
CHATFIELD WATER SUPPLY	2016 101-512-385	COUNTY FARM	2810 NECR 0080	7 - MAR	04/06/2016	04/11/2016		44.00
CHATFIELD WATER SUPPLY	2016 101-402-430	UTILITIES - PARK	EUESTER B WILLIAMS	1267 - MAR	04/06/2016	04/11/2016		27.00
CHRIS GARRETT	2016 101-572-428	TRAVEL/CONFERENC	36 MILES @ .54	MAR 2016	03/31/2016	04/11/2016		19.44
CHRYSAL JANSSSEN	2016 101-572-428	TRAVEL/CONFERENC	126 MILES @ .54	MAR 2016	04/01/2016	04/11/2016		68.04
COOK'S CORRECTIONAL	2016 101-512-325	KITCHEN SUPPLIES	2" PASTRY BRUSH	N368629	04/05/2016	04/11/2016	301205	33.56
COOK'S CORRECTIONAL	2016 101-512-325	KITCHEN SUPPLIES	13 1/2 BAKER'S SPAT	N368629	04/05/2016	04/11/2016	301205	20.97
COOK'S CORRECTIONAL	2016 101-512-325	KITCHEN SUPPLIES	6 3/4 SQUARE MESH S	N368629	04/05/2016	04/11/2016	301205	6.29
COOK'S CORRECTIONAL	2016 101-512-325	KITCHEN SUPPLIES	COOK'S POTATO HAMME	N368629	04/05/2016	04/11/2016	301205	149.99
COOK'S CORRECTIONAL	2016 101-512-325	KITCHEN SUPPLIES	5 PIECE MEASURING C	N368629	04/05/2016	04/11/2016	301205	34.99
COOK'S CORRECTIONAL	2016 101-512-325	KITCHEN SUPPLIES	BEVERAGE DISPENSER	N368629	04/05/2016	04/11/2016	301205	199.79
COOK'S CORRECTIONAL	2016 101-512-325	KITCHEN SUPPLIES	6 GAL INGREDIENT BI	N368629	04/05/2016	04/11/2016	301205	111.96
COOK'S CORRECTIONAL	2016 101-512-325	KITCHEN SUPPLIES	SHIPPING	N368629	04/05/2016	04/11/2016	301205	85.00
COOPER & FRENCH INSURAN	2016 101-560-417	BONDS	WARD, ROSAELLA 02/2	2996	04/05/2016	04/11/2016	301026	71.00
COPY CENTER	2016 101-475-310	OFFICE SUPPLIES	TRODAT STAMP	147637	04/05/2016	04/11/2016	300255	29.40
CORSICANA GERANIUM GARD	2016 101-411-454	MAINT CONTRACT -	ANNEX YARD MAINTENA	4909	04/05/2016	04/11/2016		300.00
CORSICANA GERANIUM GARD	2016 101-410-454	MAINT CONTRACT -	CH YARD MAINTENANCE	4910	04/05/2016	04/11/2016		200.00
CORSICANA SHEET METAL	2016 101-561-446	REPAIRS & MAINT	NAVARRO MILLS TOWER	55904	04/07/2016	04/11/2016	301190	2,747.00
CORWYN DAVIS	2016 101-435-411	COURT APPOINTED	MARTINEZ-SELDON, JU	30144	04/06/2016	04/11/2016		350.00
DAILEY-WELLS COMMUNICAT	2016 101-560-446	REPAIRS & MAINT	SHIPPING	16GB014662A	04/05/2016	04/11/2016	300741	10.32
DAILEY-WELLS COMMUNICAT	2016 101-560-446	REPAIRS & MAINT	CHARGER	16GB014662A	04/05/2016	04/11/2016	300741	131.25
DANIEL BILTZ	2016 101-435-411	COURT APPOINTED	ROOD, JESSICA	36349	04/07/2016	04/11/2016		592.50
DANIEL BILTZ	2016 101-435-411	COURT APPOINTED	ROOD, JESSICA	36351	04/07/2016	04/11/2016		492.50
DEALERS ELECTRICAL SUPP	2016 101-512-445	REPAIRS & MAINT	SET SCREWS	3303418-00	04/01/2016	04/11/2016		8.41
DEALERS ELECTRICAL SUPP	2016 101-512-445	REPAIRS & MAINT	CONDUIT	3303428-00	04/01/2016	04/11/2016		26.41
DEALERS ELECTRICAL SUPP	2016 101-512-445	REPAIRS & MAINT	CABLES, THREADED HU	3303283-00	04/01/2016	04/11/2016		86.58
DEALERS ELECTRICAL SUPP	2016 101-512-445	REPAIRS & MAINT	POWER CORD, CLAMP,	3303435-00	04/01/2016	04/11/2016		65.89
DEALERS ELECTRICAL SUPP	2016 101-512-445	REPAIRS & MAINT	LED BULBS	3303258-00	04/06/2016	04/11/2016		55.72
DEALERS ELECTRICAL SUPP	2016 101-512-445	REPAIRS & MAINT	CLAMPS	3303255-00	04/08/2016	04/11/2016		1.58
ELECTION SYSTEMS & SOFT	2016 101-409-425	ELECTIONS	ELLECTION SUPPORT 03	957151	04/06/2016	04/11/2016		4,125.00
F B MCGREGOR JR	2016 101-435-413	VISITING JUDGES	231 MILES @ .54, ME	03/18/16	03/31/2016	04/11/2016		146.52
FEDEX - TXMAS	2016 101-475-410	PROFESSIONAL SER	1397-5323-2	5-361-86579	03/31/2016	04/11/2016		53.94
GALLS, LLC	2016 101-560-426	UNIFORMS	CLASS B PANTS - FAR	005043090	04/05/2016	04/11/2016	301171	33.00
GALLS, LLC	2016 101-560-426	UNIFORMS	WINDBREAKER - ESPIN	005070952	04/05/2016	04/11/2016	301171	21.81
GALLS, LLC	2016 101-560-426	UNIFORMS	WINDBREAKER - HURLE	005078224	04/05/2016	04/11/2016	301171	21.81
GALLS, LLC	2016 101-560-426	UNIFORMS	CLASS B PANTS - ESP	005072773	04/05/2016	04/11/2016	301189	33.00
GEXA ENERGY	2016 101-410-430	UTILITIES	300 W 3RD AVE UNIT	20864526-4	03/31/2016	04/11/2016		2,521.14
GEXA ENERGY	2016 101-512-435	UTILITIES	312 W 2ND AVE GRDL	20864526-4	03/31/2016	04/11/2016		33.05
GEXA ENERGY	2016 101-410-430	UTILITIES	300 W 3RD AVE GRDL	20864526-4	03/31/2016	04/11/2016		14.15
GEXA ENERGY	2016 101-410-430	UTILITIES	300 W 3RD AVE GRDL	20864526-4	03/31/2016	04/11/2016		18.34
GEXA ENERGY	2016 101-410-430	UTILITIES	300 N 12TH ST TEMP	20864526-4	03/31/2016	04/11/2016		9.50
GEXA ENERGY	2016 101-410-430	UTILITIES	300 W 3RD AVE TEMP	20864526-4	03/31/2016	04/11/2016		9.50
GEXA ENERGY	2016 101-512-435	UTILITIES	312 W 2ND AVE 02/23	20864526-4	03/31/2016	04/11/2016		5,339.71
GEXA ENERGY	2016 101-410-430	UTILITIES	300 W 3RD AVE TEMP	20864526-4	03/31/2016	04/11/2016		9.50
GEXA ENERGY	2016 101-410-430	UTILITIES	315 W 3RD AVE STE B	20864526-4	03/31/2016	04/11/2016		12.03
GEXA ENERGY	2016 101-410-430	UTILITIES	315 W 3RD AVE STE A	20864526-4	03/31/2016	04/11/2016		47.78
GEXA ENERGY	2016 101-410-430	UTILITIES	205 SE 3RD ST 02/15	20818750-4	04/05/2016	04/11/2016		21.19
GEXA ENERGY	2016 101-410-430	UTILITIES	907 NW 2ND ST BLDG	20818750-4	04/05/2016	04/11/2016		79.48
GEXA ENERGY	2016 101-560-429	TRAINING - FIRIN	2810 NECR 0080 02/1	20826748-4	04/05/2016	04/11/2016		9.50
GEXA ENERGY	2016 101-512-435	UTILITIES	312 W 2ND AVE 02/16	20826748-4	04/05/2016	04/11/2016		24.71
GEXA ENERGY	2016 101-410-430	UTILITIES	221 W 1ST AVE 02/18	20839116-4	04/05/2016	04/11/2016		108.79
GEXA ENERGY	2016 101-411-430	UTILITIES	601 N 13TH ST 02/18	20839116-4	04/05/2016	04/11/2016		755.87
GEXA ENERGY	2016 101-410-430	UTILITIES	209 W 1ST AVE 02/18	20839116-4	04/05/2016	04/11/2016		303.47
GEXA ENERGY	2016 101-410-430	UTILITIES	312 W 1ST AVE 02/18	20839116-4	04/05/2016	04/11/2016		9.50
GEXA ENERGY	2016 101-410-430	UTILITIES	800 N MAIN ST 02/18	20839116-4	04/05/2016	04/11/2016		1,797.79
GEXA ENERGY	2016 101-410-430	UTILITIES	800 N MAIN ST STE R	20839116-4	04/05/2016	04/11/2016		583.46

ALL RECORDS FROM 04/11/2016 TO 04/11/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
GEXA ENERGY	2016 101-410-430	UTILITIES	400 W 2ND AVE 02/18	20839116-4	04/05/2016	04/11/2016		12.56
GEXA ENERGY	2016 101-410-430	UTILITIES	312 W 1ST AVE BLDG	20839116-4	04/05/2016	04/11/2016		31.11
GEXA ENERGY	2016 101-410-430	UTILITIES	800 N MAIN ST HSE 0	20839116-4	04/05/2016	04/11/2016		279.77
GREENWORX PRINTING	2016 101-560-310	OFFICE SUPPLIES	BUSINESS CARDS - EA	49139	04/05/2016	04/11/2016	301085	32.62
GREENWORX PRINTING	2016 101-560-310	OFFICE SUPPLIES	BUSINESS CARDS - SC	49139	04/05/2016	04/11/2016	301085	32.62
GREENWORX PRINTING	2016 101-560-310	OFFICE SUPPLIES	BUSINESS CARDS - RA	49139	04/05/2016	04/11/2016	301085	32.62
GREENWORX PRINTING	2016 101-560-310	OFFICE SUPPLIES	BUSINESS CARDS - FA	49139	04/05/2016	04/11/2016	301085	32.62
GREENWORX PRINTING	2016 101-560-310	OFFICE SUPPLIES	BUSINESS CARDS - CL	49139	04/05/2016	04/11/2016	301085	32.62
GREENWORX PRINTING	2016 101-560-310	OFFICE SUPPLIES	BUSINESS CARDS - AN	49139	04/05/2016	04/11/2016	301085	32.62
GREENWORX PRINTING	2016 101-560-310	OFFICE SUPPLIES	BUSINESS CARDS - HA	49139	04/05/2016	04/11/2016	301085	32.62
GREENWORX PRINTING	2016 101-560-310	OFFICE SUPPLIES	BUSINESS CARDS - BA	49139	04/05/2016	04/11/2016	301085	32.62
GREENWORX PRINTING	2016 101-560-310	OFFICE SUPPLIES	DISCOUNT	49139	04/05/2016	04/11/2016	301085	26.10
GW'S HANDYMAN SERVICE	2016 101-512-445	REPAIRS & MAINT	REMOVED COUNTER TOP	250	04/05/2016	04/11/2016	300957	112.50
G4S YOUTH SERVICES, LLC	2016 101-572-411	NON-RESIDENTIAL	3648	NAV2016-04	04/07/2016	04/11/2016		869.30
INTERSTATE BATTERIES DA	2016 101-560-340	INVESTIGATIVE /	MAKITA REPLACEMENT	171380101474	04/05/2016	04/11/2016	301103	199.98
INTERSTATE BATTERIES DA	2016 101-560-340	INVESTIGATIVE /	SHIPPING	171380101474	04/05/2016	04/11/2016	301103	11.13
JACOBSON LAW FIRM PC	2016 101-406-410	PROFESSIONAL SER	368-47000	47643	04/06/2016	04/11/2016		423.27
JACOBSON LAW FIRM PC	2016 101-406-410	PROFESSIONAL SER	798-70000	47662	04/06/2016	04/11/2016		2,719.72
JACOBSON LAW FIRM PC	2016 101-406-410	PROFESSIONAL SER	800-10000	47663	04/06/2016	04/11/2016		314.53
JACOBSON LAW FIRM PC	2016 101-406-410	PROFESSIONAL SER	800-30000	47664	04/06/2016	04/11/2016		2,252.75
JOHNSON OIL COMPANY	2016 101-560-370	GAS & OIL	2400 GAL GAS	15680	04/08/2016	04/11/2016	301207	3,729.60
JOSH TACKETT	2016 101-440-428	TRAVEL/CONFERENC	CC & DC LEGAL EDUCA	APR 2016	04/07/2016	04/11/2016		151.20
JOSH TACKETT	2016 101-440-428	TRAVEL/CONFERENC	CC & DC LEGAL EDUCA	APR 2016	04/07/2016	04/11/2016		178.50
K & S TIRE TOWING & REC	2016 101-560-445	REPAIRS & MAINT	UNIT 2153 - REPLACE	61599	04/04/2016	04/11/2016	301182	247.85
K & S TIRE TOWING & REC	2016 101-560-445	REPAIRS & MAINT	UNIT 2180 - REPLACE	61588	04/04/2016	04/11/2016	301183	280.78
K & S TIRE TOWING & REC	2016 101-560-445	REPAIRS & MAINT	UNIT 2836 - REPAIRE	61619	04/06/2016	04/11/2016		10.00
K & S TIRE TOWING & REC	2016 101-560-445	REPAIRS & MAINT	UNIT 2581 - OIL CHA	61582	04/06/2016	04/11/2016		88.45
K & S TIRE TOWING & REC	2016 101-560-445	REPAIRS & MAINT	UNIT 2368 - MOUNTED	61491	04/06/2016	04/11/2016		52.00
K & S TIRE TOWING & REC	2016 101-560-445	REPAIRS & MAINT	UNIT 2262 - REPLACE	61630	04/07/2016	04/11/2016	301206	240.45
K & S TIRE TOWING & REC	2016 101-560-445	REPAIRS & MAINT	UNIT 2836 - REPLACE	61604	04/07/2016	04/11/2016	301193	409.16
KEATHLEY & KEATHLEY	2016 101-430-411	COURT APPOINTED	HEFNER, PATRICIA	35448	04/06/2016	04/11/2016		300.00
L & M MUFFLER INC	2016 101-560-445	REPAIRS & MAINT	UNIT 9468 - REPAIRE	6223	04/04/2016	04/11/2016	301187	200.00
LAW OFFICE OF MICAH C H	2016 101-435-411	COURT APPOINTED	WALTER, ANDREWS	35062	04/06/2016	04/11/2016		287.50
LAW OFFICE OF MICAH C H	2016 101-435-411	COURT APPOINTED	JUVENILE	2189	04/06/2016	04/11/2016		325.00
LAW OFFICE OF MICAH C H	2016 101-435-411	COURT APPOINTED	JUVENILE	2155	04/06/2016	04/11/2016		300.00
LAW OFFICE OF MICAH C H	2016 101-435-411	COURT APPOINTED	SANDERS, DEVONTE	33111	04/06/2016	04/11/2016		200.00
LAW OFFICE OF MICAH C H	2016 101-435-411	COURT APPOINTED	OLONADE, REMI	36603	04/06/2016	04/11/2016		400.00
LAW OFFICE OF MICAH C H	2016 101-435-485	OTHER LITIGATION	OLONADE, REMI	36603	04/06/2016	04/11/2016		2.00
LAW OFFICE OF MICAH C H	2016 101-435-485	OTHER LITIGATION	SANDERS, DEVONTE	36530	04/07/2016	04/11/2016		7.00
LAW OFFICE OF MICAH C H	2016 101-435-411	COURT APPOINTED	SANDERS, DEVONTE	36530	04/07/2016	04/11/2016		568.75
LAW OFFICE OF MICAH C H	2016 101-435-485	OTHER LITIGATION	SANDERS, DEVONTE	36506	04/07/2016	04/11/2016		3.00
LAW OFFICE OF MICAH C H	2016 101-435-411	COURT APPOINTED	SANDERS, DEVONTE	36506	04/07/2016	04/11/2016		468.75
LENOVO FINANCIAL SERVIC	2016 101-495-320	OPERATING EQUIPM	908-0009025-000 - M	28382878	04/07/2016	04/11/2016		466.53
LENOVO FINANCIAL SERVIC	2016 101-440-320	OPERATING EQUIPM	908-0008685-000 - F	28225208	04/07/2016	04/11/2016		652.10
LENOVO FINANCIAL SERVIC	2016 101-440-320	OPERATING EQUIPM	908-0008685-000 - M	28362335	04/07/2016	04/11/2016		652.10
LINEBARGER GOGGAN BLAIR	2016 101-202-004	AP - LINEBARGER	02/01/16 - 02/29/16	JP PCT 1 - F	04/01/2016	04/11/2016		3,885.61
LINEBARGER GOGGAN BLAIR	2016 101-202-004	AP - LINEBARGER	02/01/16 - 02/29/16	JP PCT 2 - F	04/01/2016	04/11/2016		4,315.14
LINEBARGER GOGGAN BLAIR	2016 101-202-004	AP - LINEBARGER	02/01/16 - 02/29/16	JP PCT 3 - F	04/01/2016	04/11/2016		4,030.98
LINEBARGER GOGGAN BLAIR	2016 101-202-004	AP - LINEBARGER	02/01/16 - 02/29/16	JP PCT 4 - F	04/01/2016	04/11/2016		3,382.97
LINEBARGER GOGGAN BLAIR	2016 101-202-004	AP - LINEBARGER	03/01/16 - 03/31/16	JP PCT 1 - M	04/08/2016	04/11/2016		3,984.96
LINEBARGER GOGGAN BLAIR	2016 101-202-004	AP - LINEBARGER	03/01/16 - 03/31/16	JP PCT 2 - M	04/08/2016	04/11/2016		3,172.43
LINEBARGER GOGGAN BLAIR	2016 101-202-004	AP - LINEBARGER	03/01/16 - 03/31/16	JP PCT 3 - M	04/08/2016	04/11/2016		2,798.09
LINEBARGER GOGGAN BLAIR	2016 101-202-004	AP - LINEBARGER	03/01/16 - 03/31/16	JP PCT 4 - M	04/08/2016	04/11/2016		4,364.99
LORIE STOVALL	2016 101-421-428	TRAVEL	PASSENGER SAFETY WO REIMB	- 04/0	04/08/2016	04/11/2016		238.86
LORIE STOVALL	2016 101-421-428	TRAVEL	HOUSTON LIVESTOCK S REIMB	- 03/3	04/08/2016	04/11/2016		766.44

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## ALL RECORDS FROM 04/11/2016 TO 04/11/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
MARION D. ALLEN	2016 101-435-411	COURT APPOINTED	STEWART, HERBERT SA	36402	03/31/2016	04/11/2016		400.00
MARION D. ALLEN	2016 101-425-411	COURT APPOINTED	SEOURA, DANNY	72816	03/31/2016	04/11/2016		200.00
MARION D. ALLEN	2016 101-425-411	COURT APPOINTED	SMITH, BILLI	72214	03/31/2016	04/11/2016		100.00
MARION D. ALLEN	2016 101-425-411	COURT APPOINTED	STEWART, HERBERT SA	72401	03/31/2016	04/11/2016		100.00
MAYAN RANCH	2016 101-402-428	TRAVEL/CONFERENC	18TH ANNUAL TELEA C YOUNG, STANL		04/08/2016	04/11/2016		340.00
MAYAN RANCH	2016 101-402-428	TRAVEL/CONFERENC	18TH ANNUAL TELEA C APR 2016		04/08/2016	04/11/2016		185.00
MCCOY'S BUILDING SUPPLY	2016 101-512-385	COUNTY FARM	GEAR OIL	5904261	03/31/2016	04/11/2016		58.79
MCCOY'S BUILDING SUPPLY	2016 101-512-385	COUNTY FARM	TANK SPRAYER	5904536	03/31/2016	04/11/2016		17.99
MCM ELECTRONICS	2016 101-512-445	REPAIRS & MAINTENANCE	6P4C CONNECTOR	333801	04/07/2016	04/11/2016	301164	3.75
MCM ELECTRONICS	2016 101-512-445	REPAIRS & MAINTENANCE	RACK MOUNT POWER SUPPLY	325472	04/07/2016	04/11/2016	301164	99.00
MCM ELECTRONICS	2016 101-512-445	REPAIRS & MAINTENANCE	9V BATTERY	325472	04/07/2016	04/11/2016	301164	53.94
MCM ELECTRONICS	2016 101-512-445	REPAIRS & MAINTENANCE	12V 2AMP POWER SUPPLY	325472	04/07/2016	04/11/2016	301164	10.58
MCM ELECTRONICS	2016 101-512-445	REPAIRS & MAINTENANCE	6P6C CONNECTOR	325472	04/07/2016	04/11/2016	301164	1.90
MCM ELECTRONICS	2016 101-512-445	REPAIRS & MAINTENANCE	6P4C CONNECTOR	325472	04/07/2016	04/11/2016	301164	2.50
MCM ELECTRONICS	2016 101-560-340	INVESTIGATIVE /	USB CAR CHARGER	325472	04/07/2016	04/11/2016	301164	29.94
MCM ELECTRONICS	2016 101-561-445	REPAIRS & MAINTENANCE	25' HDMI CABLE	325472	04/07/2016	04/11/2016	301164	19.98
MCM ELECTRONICS	2016 101-561-445	REPAIRS & MAINTENANCE	50' HDMI CABLE	325472	04/07/2016	04/11/2016	301164	19.99
MCM ELECTRONICS	2016 101-512-445	REPAIRS & MAINTENANCE	6P6C CONNECTOR	325472	04/07/2016	04/11/2016	301164	2.85
MCM ELECTRONICS	2016 101-512-445	REPAIRS & MAINTENANCE	AUDIO GENERATOR	941467	04/07/2016	04/11/2016	300834	289.00
MCM ELECTRONICS	2016 101-512-445	REPAIRS & MAINTENANCE	19" SECURITY MONITOR	941467	04/07/2016	04/11/2016	300834	398.00
MCM ELECTRONICS	2016 101-512-445	REPAIRS & MAINTENANCE	17" SECURITY MONITOR	941467	04/07/2016	04/11/2016	300834	169.00
MCM ELECTRONICS	2016 101-512-445	REPAIRS & MAINTENANCE	POWER SUPPLY	941475	04/07/2016	04/11/2016	300834	59.98
MCM ELECTRONICS	2016 101-512-445	REPAIRS & MAINTENANCE	25' CAT5E PATCH CABLE	941475	04/07/2016	04/11/2016	300834	9.98
MCM ELECTRONICS	2016 101-512-445	REPAIRS & MAINTENANCE	6' HDMI CABLE	941475	04/07/2016	04/11/2016	300834	6.87
MCM ELECTRONICS	2016 101-512-445	REPAIRS & MAINTENANCE	CAMERA POWER SUPPLY	941475	04/07/2016	04/11/2016	300834	89.99
MCM ELECTRONICS	2016 101-568-446	REPAIRS & MAINTENANCE	USB CHARGING HUB	941475	04/07/2016	04/11/2016	300834	23.97
MCM ELECTRONICS	2016 101-512-445	REPAIRS & MAINTENANCE	3' HDMI CABLE	334766	04/07/2016	04/11/2016	300834	8.97
MCM ELECTRONICS	2016 101-512-445	REPAIRS & MAINTENANCE	THERMOMETER	931241	04/08/2016	04/11/2016	300755	24.98
MCM ELECTRONICS	2016 101-512-445	REPAIRS & MAINTENANCE	HOME CAMERA	931241	04/08/2016	04/11/2016	300755	299.95
MCM ELECTRONICS	2016 101-512-445	REPAIRS & MAINTENANCE	WALL MOUNT	931241	04/08/2016	04/11/2016	300755	8.97
MCM ELECTRONICS	2016 101-512-445	REPAIRS & MAINTENANCE	SHEARS	931241	04/08/2016	04/11/2016	300755	16.62
MCM ELECTRONICS	2016 101-512-445	REPAIRS & MAINTENANCE	FUSE	931241	04/08/2016	04/11/2016	300755	10.80
MCM ELECTRONICS	2016 101-512-445	REPAIRS & MAINTENANCE	12V 2AMP POWER SUPPLY	931241	04/08/2016	04/11/2016	300755	12.58
MCM ELECTRONICS	2016 101-560-340	INVESTIGATIVE /	AAA BATTERIES	931241	04/08/2016	04/11/2016	300755	137.94
MCM ELECTRONICS	2016 101-560-340	INVESTIGATIVE /	BATTERIES	931241	04/08/2016	04/11/2016	300755	13.98
MCM ELECTRONICS	2016 101-560-340	INVESTIGATIVE /	WEATHERPROOF EQUIPMENT	931241	04/08/2016	04/11/2016	300755	19.98
MCM ELECTRONICS	2016 101-560-340	INVESTIGATIVE /	WEATHERPROOF EQUIPMENT	931241	04/08/2016	04/11/2016	300755	19.98
MEDICAL SURGICAL & COMP	2016 101-560-494	EMPLOYEE PHYSICAL	PHYSICAL - RAMIREZ,	2541	04/05/2016	04/11/2016	301134	107.00
MEDICAL SURGICAL & COMP	2016 101-560-494	EMPLOYEE PHYSICAL	PHYSICAL - CONLEY,	2541	04/05/2016	04/11/2016	301134	107.00
MELANIE HYDER	2016 101-572-428	TRAVEL/CONFERENC	102 MILES @ .54	MAR 2016	03/31/2016	04/11/2016		55.08
MEN WATER SUPPLY CORP	2016 101-402-430	UTILITIES - PARK	CASTON PARK	775 - MAR	04/01/2016	04/11/2016		30.17
MICHAEL J CRAWFORD	2016 101-430-411	COURT APPOINTED	SHANNON, STEVEN	36307	04/06/2016	04/11/2016		400.00
NATIONAL LASER CARTRIDGE	2016 101-560-310	OFFICE SUPPLIES	BROTHER TONER CARTRIDGE	00056967	04/06/2016	04/11/2016	301191	216.05
NATIONAL LASER CARTRIDGE	2016 101-560-310	OFFICE SUPPLIES	BROTHER TONER CARTRIDGE	00056967	04/06/2016	04/11/2016	301191	43.21
NATIONAL LASER CARTRIDGE	2016 101-560-310	OFFICE SUPPLIES	BROTHER TONER CARTRIDGE	00056967	04/06/2016	04/11/2016	301191	41.13
NATIONAL LASER CARTRIDGE	2016 101-560-310	OFFICE SUPPLIES	HP 3015 TONER CARTRIDGE	00056967	04/06/2016	04/11/2016	301191	96.70
NATIONAL LASER CARTRIDGE	2016 101-560-310	OFFICE SUPPLIES	HP 2015 TONER CARTRIDGE	00056967	04/06/2016	04/11/2016	301191	30.68
NAVARRO COUNTY CRIME STOPPERS	2016 101-208-007	STATE ARREST FEE	APR 2015	04/30/15	04/08/2016	04/11/2016		252.48
NAVARRO COUNTY CRIME STOPPERS	2016 101-380-414	PHONE CHARACTERS	PHO APR 2015	04/30/15	04/08/2016	04/11/2016		58.83-
NAVARRO COUNTY CRIME STOPPERS	2016 101-208-007	STATE ARREST FEE	MAY 2015	05/31/15	04/08/2016	04/11/2016		250.22
NAVARRO COUNTY CRIME STOPPERS	2016 101-380-414	PHONE CHARACTERS	PHO MAY 2015	05/31/15	04/08/2016	04/11/2016		58.83-
NAVARRO COUNTY CRIME STOPPERS	2016 101-208-007	STATE ARREST FEE	JUN 2015	06/30/15	04/08/2016	04/11/2016		264.45
NAVARRO COUNTY CRIME STOPPERS	2016 101-380-414	PHONE CHARACTERS	PHO JUN 2015	06/30/15	04/08/2016	04/11/2016		58.83-
NAVARRO COUNTY CRIME STOPPERS	2016 101-208-007	STATE ARREST FEE	JUL 2015	07/31/15	04/08/2016	04/11/2016		300.31
NAVARRO COUNTY CRIME STOPPERS	2016 101-380-414	PHONE CHARACTERS	PHO JUL 2015	07/31/15	04/08/2016	04/11/2016		58.81-



ALL RECORDS FROM 04/11/2016 TO 04/11/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
NAVARRO COUNTY CRIME ST	2016 101-208-007	STATE ARREST FEE	AUG 2015	08/31/15	04/08/2016	04/11/2016		209.82
NAVARRO COUNTY CRIME ST	2016 101-380-414	CRIMSTOPPERS PHO	AUG 2015 PHONE CHAR	08/31/15	04/08/2016	04/11/2016		58.81-
NAVARRO COUNTY CRIME ST	2016 101-208-007	STATE ARREST FEE	SEP 2015	09/30/15	04/08/2016	04/11/2016		48.90-
NAVARRO COUNTY CRIME ST	2016 101-380-414	CRIMSTOPPERS PHO	SEP 2015 PHONE CHAR	09/30/15	04/08/2016	04/11/2016		58.81-
NAVARRO COUNTY CRIME ST	2016 101-208-007	STATE ARREST FEE	OCT 2015	10/31/15	04/08/2016	04/11/2016		345.78
NAVARRO COUNTY CRIME ST	2016 101-380-414	CRIMSTOPPERS PHO	OCT 2015 PHONE CHAR	10/31/15	04/08/2016	04/11/2016		58.74-
NAVARRO COUNTY CRIME ST	2016 101-208-007	STATE ARREST FEE	NOV 2015	11/30/15	04/08/2016	04/11/2016		328.15
NAVARRO COUNTY CRIME ST	2016 101-380-414	CRIMSTOPPERS PHO	NOV 2015 PHONE CHAR	11/30/15	04/08/2016	04/11/2016		58.74-
NAVARRO COUNTY CRIME ST	2016 101-208-007	STATE ARREST FEE	DEC 2015	12/31/15	04/08/2016	04/11/2016		185.42
NAVARRO COUNTY CRIME ST	2016 101-380-414	CRIMSTOPPERS PHO	DEC 2015 PHONE CHAR	12/31/15	04/08/2016	04/11/2016		58.74-
NAVARRO COUNTY ELECTRIC	2016 101-402-430	UTILITIES - PARK	SECR 2160 - MAR	192 - 132597	04/05/2016	04/11/2016		8.95
NAVARRO COUNTY ELECTRIC	2016 101-402-430	UTILITIES - PARK	SECR 1095 - MAR	192 - 132589	04/05/2016	04/11/2016		10.45
NAVARRO COUNTY ELECTRIC	2016 101-402-430	UTILITIES - PARK	SECR 3105 - MAR	191 - 137679	04/05/2016	04/11/2016		19.40
NAVARRO COUNTY ELECTRIC	2016 101-402-430	UTILITIES - PARK	HWY 0309 - MAR	191 - 132605	04/05/2016	04/11/2016		10.45
NAVARRO COUNTY ELECTRIC	2016 101-512-435	UTILITIES	HWY 0022 W - MAR	3643 - 11255	04/06/2016	04/11/2016		136.00
NAVARRO COUNTY ELECTRIC	2016 101-512-435	UTILITIES	FM 0667 - MAR	3643 - 14707	04/06/2016	04/11/2016		57.00
NAVARRO COUNTY ELECTRIC	2016 101-512-435	UTILITIES	MCKINNEY ST - MAR	3643 - 15514	04/06/2016	04/11/2016		46.00
NAVCO LOCKSMITHS	2016 101-410-445	REPAIRS & MAINT	KEYS	R030103	03/31/2016	04/11/2016		15.24
NEAL GREEN	2016 101-435-485	OTHER LITIGATION	ROGERS, JONATHON	36062	03/31/2016	04/11/2016		10.00
NEAL GREEN	2016 101-435-411	COURT APPOINTED	ROGERS, JONATHON	36062	03/31/2016	04/11/2016		2,137.50
NEAL GREEN	2016 101-435-411	COURT APPOINTED	JORDAN, HARROLL	35993	03/31/2016	04/11/2016		812.50
NEAL GREEN	2016 101-435-485	OTHER LITIGATION	JORDAN, HARROLL	35993	03/31/2016	04/11/2016		4.00
NEAL GREEN	2016 101-435-485	OTHER LITIGATION	KEMPEL, RONALD	36066	03/31/2016	04/11/2016		8.00
NEAL GREEN	2016 101-435-411	COURT APPOINTED	KEMPEL, RONALD	36066	03/31/2016	04/11/2016		1,141.50
NEAL GREEN	2016 101-435-411	COURT APPOINTED	WARD, MICHAEL	36163	03/31/2016	04/11/2016		425.00
NEAL GREEN	2016 101-435-411	COURT APPOINTED	WARD, MICHAEL	36157	03/31/2016	04/11/2016		7,012.50
NEAL GREEN	2016 101-435-485	OTHER LITIGATION	WARD, MICHAEL	36157	03/31/2016	04/11/2016		2.00
NEAL GREEN	2016 101-430-411	COURT APPOINTED	MENDEZ-LOPEZ, JOSE	36221	04/06/2016	04/11/2016		537.50
NEAL GREEN	2016 101-430-485	OTHER LITIGATION	MENDEZ-LOPEZ, JOSE	36221	04/06/2016	04/11/2016		1.00
NEAL GREEN	2016 101-430-411	COURT APPOINTED	MENDEZ-LOPEZ, JOSE	36222	04/06/2016	04/11/2016		475.00
NEAL GREEN	2016 101-435-411	COURT APPOINTED	JUVENILE	2159	03/31/2016	04/11/2016		150.00
NORTHLAND COMMUNICATION	2016 101-568-436	INTERNET	223 W 1ST AVE 04/01	001-990490 -	04/05/2016	04/11/2016		143.99
NORTHLAND COMMUNICATION	2016 101-561-436	INTERNET	312 W 2ND AVE 04/01	001-466387 -	04/05/2016	04/11/2016		75.99
NORTHLAND COMMUNICATION	2016 101-475-436	INTERNET	SUITE 203 04/01/16	001-992860 -	04/01/2016	04/11/2016		151.99
OFFICE DEPOT INC-TXMAS	2016 101-475-310	OFFICE SUPPLIES	FACE MASKS	827593066001	04/05/2016	04/11/2016	301116	59.90
OFFICE DEPOT INC-TXMAS	2016 101-406-312	COPY & POSTAGE S	COPY PAPER	829804957001	04/05/2016	04/11/2016	301173	135.96
OFFICE DEPOT INC-TXMAS	2016 101-406-312	COPY & POSTAGE S	COPY PAPER	828527242001	04/05/2016	04/11/2016	301145	33.99
OFFICE DEPOT INC-TXMAS	2016 101-495-310	OFFICE SUPPLIES	WIRELESS MOUSE	829901916001	04/05/2016	04/11/2016	301175	33.11
OFFICE DEPOT INC-TXMAS	2016 101-440-310	OFFICE SUPPLIES	BINDER	831066188001	04/05/2016	04/11/2016	301256	14.58
OFFICE DEPOT INC-TXMAS	2016 101-440-310	OFFICE SUPPLIES	SCISSORS, BINDER, S	831066115001	04/05/2016	04/11/2016	301256	37.99
OFFICE DEPOT INC-TXMAS	2016 101-401-310	OFFICE SUPPLIES	PENS, CUPS, COFFEE	830309843001	04/05/2016	04/11/2016	301215	91.99
OFFICE DEPOT INC-TXMAS	2016 101-406-312	COPY & POSTAGE S	COPY PAPER	830311153001	04/05/2016	04/11/2016	301216	74.98
OFFICE DEPOT INC-TXMAS	2016 101-406-312	COPY & POSTAGE S	COPY PAPER	829502635001	04/05/2016	04/11/2016	301154	1,159.60
OFFICE DEPOT INC-TXMAS	2016 101-475-310	OFFICE SUPPLIES	PAPER CLIPS, TAPE,	829975816001	04/05/2016	04/11/2016	301219	83.26
OFFICE DEPOT INC-TXMAS	2016 101-421-310	OFFICE SUPPLIES	NAME BADGE	826132472001	04/05/2016	04/11/2016	301069	5.71
OFFICE DEPOT INC-TXMAS	2016 101-406-312	COPY & POSTAGE S	COPY PAPER	826426828001	04/05/2016	04/11/2016	301070	37.49
OFFICE DEPOT INC-TXMAS	2016 101-421-310	OFFICE SUPPLIES	PENS, ENVELOPES	826904821001	04/05/2016	04/11/2016	301080	27.75
OFFICE DEPOT INC-TXMAS	2016 101-421-310	OFFICE SUPPLIES	NAME BADGE, INDEX M	827555203001	04/05/2016	04/11/2016	301115	29.15
OFFICE DEPOT INC-TXMAS	2016 101-512-310	OFFICE SUPPLIES	STAPLER	829058511001	04/05/2016	04/11/2016	301214	73.58
OFFICE DEPOT INC-TXMAS	2016 101-512-310	OFFICE SUPPLIES	BULLETIN BOARD	829058510001	04/05/2016	04/11/2016	301214	55.99
OFFICE DEPOT INC-TXMAS	2016 101-512-310	OFFICE SUPPLIES	SHREDDER OIL	829058082001	04/05/2016	04/11/2016	301214	24.78
OFFICE DEPOT INC-TXMAS	2016 101-560-310	OFFICE SUPPLIES	ADDRESS LABELS, BIN	830320227001	04/05/2016	04/11/2016	301217	48.72
OFFICE DEPOT INC-TXMAS	2016 101-421-310	OFFICE SUPPLIES	INK, SHEET PROTECTO	830409232001	04/05/2016	04/11/2016	301246	211.60
OFFICE DEPOT INC-TXMAS	2016 101-512-310	OFFICE SUPPLIES	ACCOUNT BOOK	830749271001	04/05/2016	04/11/2016	301247	239.30
OFFICE DEPOT INC-TXMAS	2016 101-512-310	OFFICE SUPPLIES	KIMWIPES	830749269001	04/05/2016	04/11/2016	301247	25.95

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
OFFICE DEPOT INC-TXMAS	2016 101-512-310	OFFICE SUPPLIES	BULLETIN BOARD, COR	830748506001	04/05/2016	04/11/2016	301247	81.63
OFFICE DEPOT INC-TXMAS	2016 101-499-310	OFFICE SUPPLIES	STAMP PAD	829811897001	04/06/2016	04/11/2016	301174	3.26
OFFICE DEPOT INC-TXMAS	2016 101-499-310	OFFICE SUPPLIES	PENS, INK, BINDERS,	829811844001	04/06/2016	04/11/2016	301174	262.71
OFFICE DEPOT INC-TXMAS	2016 101-456-310	OFFICE SUPPLIES	RIBBON, BATTERIES,	830809643001	04/08/2016	04/11/2016	301213	36.65
OFFICE DEPOT INC-TXMAS	2016 101-456-310	OFFICE SUPPLIES	MONITOR STAND	830809740001	04/08/2016	04/11/2016	301213	18.98
OLSEN FEED & SUPPLY	2016 101-512-385	COUNTY FARM	ONIONS	367770	03/31/2016	04/11/2016		33.75
OLSEN FEED & SUPPLY	2016 101-512-385	COUNTY FARM	SQUASH SEEDS	367781	03/31/2016	04/11/2016		10.00
OMNIBASE SERVICES OF TE	2016 101-202-001	AP - OMNIBASE @	FTA 01/01/16 - 03/3	JP PCT 1	04/08/2016	04/11/2016		437.65
OMNIBASE SERVICES OF TE	2016 101-202-001	AP - OMNIBASE @	FTA 01/01/16 - 03/3	JP PCT 2	04/08/2016	04/11/2016		520.49
OMNIBASE SERVICES OF TE	2016 101-202-001	AP - OMNIBASE @	FTA 01/01/16 - 03/3	JP PCT 3	04/08/2016	04/11/2016		540.36
OMNIBASE SERVICES OF TE	2016 101-202-001	AP - OMNIBASE @	FTA 01/01/16 - 03/3	JP PCT 4	04/08/2016	04/11/2016		486.00
OWEN HARDWARE INC	2016 101-512-445	REPAIRS & MAINTENANCE	NYLOCK, CABLE	AA48256	04/05/2016	04/11/2016		12.58
OWEN HARDWARE INC	2016 101-512-445	REPAIRS & MAINTENANCE	QUICK SNAP, ROPE, B	AA48055	04/05/2016	04/11/2016		70.27
OWEN HARDWARE INC	2016 101-512-445	REPAIRS & MAINTENANCE	SOCKET, BITS, BOLTS	AA48104	04/05/2016	04/11/2016		15.61
OWEN HARDWARE INC	2016 101-512-445	REPAIRS & MAINTENANCE	BOLTS, WASHERS	AA48152	04/05/2016	04/11/2016		10.14
PCMG, INC	2016 101-561-445	REPAIRS & MAINTENANCE	AXIOM 8GB	S95299660101	04/05/2016	04/11/2016	301158	399.92
PCMG, INC	2016 101-561-445	REPAIRS & MAINTENANCE	SHIPPING	S95299660101	04/05/2016	04/11/2016	301158	8.00
PCMG, INC	2016 101-560-310	OFFICE SUPPLIES	500GB HARD DRIVE	S94903040101	04/08/2016	04/11/2016	300921	173.97
PCMG, INC	2016 101-512-445	REPAIRS & MAINTENANCE	CYBERPOWER UPS	S94450210101	04/08/2016	04/11/2016	300921	544.00
PCMG, INC	2016 101-560-310	OFFICE SUPPLIES	AXIOM 4GB DDR3 MEMO	S94450210101	04/08/2016	04/11/2016	300921	57.10
PCMG, INC	2016 101-560-310	OFFICE SUPPLIES	AXIOM 8GB DDR3 MEMO	S94450210101	04/08/2016	04/11/2016	300921	51.00
PCMG, INC	2016 101-560-310	OFFICE SUPPLIES	CISCO 8 PORT SWITCH	S94450210101	04/08/2016	04/11/2016	300921	75.98
PCMG, INC	2016 101-560-310	OFFICE SUPPLIES	SHIPPING	S94450210101	04/08/2016	04/11/2016	300921	29.85
PLURALSIGHT, LLC	2016 101-407-428	TRAVEL/CONFERENCE	E-LEARNING SUBSCRIP	INV00032834	04/05/2016	04/11/2016	301303	399.20
PLURALSIGHT, LLC	2016 101-407-428	TRAVEL/CONFERENCE	E-LEARNING SUBSCRIP	INV00032834	04/05/2016	04/11/2016	301303	399.20
PRECISION DELTA CORP	2016 101-560-429	TRAINING - FIRIN	9MM 115 GRAIN FULL	5190	04/08/2016	04/11/2016	300253	2,033.78
PRECISION DELTA CORP	2016 101-560-429	TRAINING - FIRIN	SHIPPING	5190	04/08/2016	04/11/2016	300253	350.00
PRECISION DELTA CORP	2016 101-560-429	TRAINING - FIRIN	40 S&W 180 GRAIN FU	5190	04/08/2016	04/11/2016	300253	3,291.50
PRECISION DELTA CORP	2016 101-560-429	TRAINING - FIRIN	380 AUTO 95 GRAIN F	5017	04/08/2016	04/11/2016	300253	366.60
PRECISION DELTA CORP	2016 101-560-429	TRAINING - FIRIN	5.56MM 55 GRAIN FUL	4710	04/08/2016	04/11/2016	300253	2,699.20
PRECISION DELTA CORP	2016 101-560-429	TRAINING - FIRIN	12 GA FIELD TRIAL P	4710	04/08/2016	04/11/2016	300253	188.00
PRECISION DELTA CORP	2016 101-560-429	TRAINING - FIRIN	12 GA 2 3/4' RIFLED	4710	04/08/2016	04/11/2016	300253	242.90
PRECISION DELTA CORP	2016 101-560-429	TRAINING - FIRIN	38 SPECIAL 158 GRAI	4710	04/08/2016	04/11/2016	300253	303.75
PRECISION DELTA CORP	2016 101-560-429	TRAINING - FIRIN	45 ACP 230 GRAIN FU	4710	04/08/2016	04/11/2016	300253	361.73
PRECISION DELTA CORP	2016 101-560-429	TRAINING - FIRIN	9MM 115 GRAIN FULL	4710	04/08/2016	04/11/2016	300253	871.62
PRECISION DELTA CORP	2016 101-560-429	TRAINING - FIRIN	308 WIN 168 GRAIN M	4710	04/08/2016	04/11/2016	300253	805.00
PRECISION DELTA CORP	2016 101-560-429	TRAINING - FIRIN	357 SIG 125 GRAIN F	4887	04/08/2016	04/11/2016	300253	355.60
PUBLIC AGENCY TRAINING	2016 101-560-428	TRAVEL/CONFERENCE	OXYGEN FORENSIC CER	ALC 16002	04/07/2016	04/11/2016	301307	299.00
REPUBLIC SERVICES #069	2016 101-410-430	UTILITIES	3-0069-0052337 - MA	0069-0008062	04/05/2016	04/11/2016		953.39
RICKEY D JONES	2016 101-435-411	COURT APPOINTED	APPEAL - SIMPSON, J	33424	04/06/2016	04/11/2016		4,350.00
ROBLES LAW FIRM	2016 101-435-411	COURT APPOINTED	VANDERLINDEN, KELLY	35814	03/31/2016	04/11/2016		400.00
ROBLES LAW FIRM	2016 101-435-411	COURT APPOINTED	MASSENGALE, MATTHEW	36248	03/31/2016	04/11/2016		200.00
ROBLES LAW FIRM	2016 101-425-411	COURT APPOINTED	HAWKINS, JAMES WILL	71995	04/06/2016	04/11/2016		200.00
SHERIFF, PETTY CASH	2016 101-406-311	POSTAGE	POSTAGE	03/14/16	04/01/2016	04/11/2016		41.95
SHERIFF, PETTY CASH	2016 101-560-370	GAS & OIL	TRANSPORT - GAS	03/22/16	04/01/2016	04/11/2016		22.45
SHERIFF, PETTY CASH	2016 101-560-370	GAS & OIL	TRANSPORT - GAS	03/08/16	04/01/2016	04/11/2016		22.00
SHERIFF, PETTY CASH	2016 101-560-370	GAS & OIL	TRANSPORT - GAS	03/08/16	04/01/2016	04/11/2016		22.00
SHERIFF, PETTY CASH	2016 101-560-370	GAS & OIL	TRANSPORT - GAS	03/31/16	04/07/2016	04/11/2016		20.00
SHERIFF, PETTY CASH	2016 101-512-465	EXTRADITION OF P	TRANSPORT - FOOD	03/31/16	04/07/2016	04/11/2016		19.37
SHERIFF, PETTY CASH	2016 101-560-370	GAS & OIL	TRANSPORT - GAS	04/06/16	04/07/2016	04/11/2016		22.00
SHERIFF, PETTY CASH	2016 101-560-370	GAS & OIL	TRANSPORT - GAS	04/06/16	04/07/2016	04/11/2016		26.00
SHERRY DOWD	2016 101-403-428	TRAVEL/CONFERENCE	CC & DC LEGAL EDUCA	APR 2016	04/07/2016	04/11/2016		178.50
SHERRY DOWD	2016 101-403-428	TRAVEL/CONFERENCE	CC & DC LEGAL EDUCA	APR 2016	04/07/2016	04/11/2016		151.20
SHERRY DOWD	2016 101-403-428	TRAVEL/CONFERENCE	2016 CDCAT REGION V	REIMB - 03/2	04/07/2016	04/11/2016		316.43
SOUTHERN HEALTH PARTNER	2016 101-512-471	INMATE PHYSICIAN	FEB 2016	MISC1672	04/05/2016	04/11/2016		571.44

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
SPIT SHINE FLOORS	2016 101-411-459	MAINT CONTRACT -	03/01/16 - 03/31/16	3855	04/06/2016	04/11/2016		480.00
STANLEY YOUNG	2016 101-402-428	TRAVEL/CONFERENC	18TH ANNUAL TELEA C	APR 2016	04/07/2016	04/11/2016		295.92
SUSAN A WALDRIP COURT R	2016 101-425-412	COURT REPORTER	71379	10304	04/07/2016	04/11/2016		885.00
TAX ASSESSOR-COLLECTORS	2016 101-499-428	TRAVEL/CONFERENC	PTEC COURSE 28 TRUT SMITH, GAIL		04/07/2016	04/11/2016		85.00
TEXAS ASSN OF COUNTIES	2016 101-401-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		42.10
TEXAS ASSN OF COUNTIES	2016 101-402-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		91.29
TEXAS ASSN OF COUNTIES	2016 101-403-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		275.95
TEXAS ASSN OF COUNTIES	2016 101-440-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		275.12
TEXAS ASSN OF COUNTIES	2016 101-405-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		17.51
TEXAS ASSN OF COUNTIES	2016 101-409-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		74.20
TEXAS ASSN OF COUNTIES	2016 101-421-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		114.63
TEXAS ASSN OF COUNTIES	2016 101-425-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		146.73
TEXAS ASSN OF COUNTIES	2016 101-430-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		241.36
TEXAS ASSN OF COUNTIES	2016 101-435-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		97.13
TEXAS ASSN OF COUNTIES	2016 101-456-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		132.56
TEXAS ASSN OF COUNTIES	2016 101-457-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		129.64
TEXAS ASSN OF COUNTIES	2016 101-458-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		126.30
TEXAS ASSN OF COUNTIES	2016 101-459-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		131.30
TEXAS ASSN OF COUNTIES	2016 101-475-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		37.93
TEXAS ASSN OF COUNTIES	2016 101-495-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		307.64
TEXAS ASSN OF COUNTIES	2016 101-497-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		94.21
TEXAS ASSN OF COUNTIES	2016 101-499-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		333.90
TEXAS ASSN OF COUNTIES	2016 101-560-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		116.30
TEXAS ASSN OF COUNTIES	2016 101-561-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		512.73
TEXAS ASSN OF COUNTIES	2016 101-565-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		65.86
TEXAS ASSN OF COUNTIES	2016 101-650-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		235.52
TEXAS ASSN OF COUNTIES	2016 101-407-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		90.51
TEXAS ASSN OF COUNTIES	2016 101-560-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		36.64
TEXAS ASSN OF COUNTIES	2016 101-475-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		66.75
TEXAS ASSN OF COUNTIES	2016 101-572-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		26.15
TEXAS ASSN OF COUNTIES	2016 101-410-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		883.25
TEXAS ASSN OF COUNTIES	2016 101-410-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		65.25
TEXAS ASSN OF COUNTIES	2016 101-560-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		249.75
TEXAS ASSN OF COUNTIES	2016 101-402-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		231.75
TEXAS ASSN OF COUNTIES	2016 101-409-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		15.00
TEXAS ASSN OF COUNTIES	2016 101-640-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		569.50
TEXAS ASSN OF COUNTIES	2016 101-475-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		253.48
TEXAS ASSN OF COUNTIES	2016 101-512-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		13,591.38
TEXAS ASSN OF COUNTIES	2016 101-551-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		113.46
TEXAS ASSN OF COUNTIES	2016 101-552-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		142.43
TEXAS ASSN OF COUNTIES	2016 101-553-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		140.02
TEXAS ASSN OF COUNTIES	2016 101-554-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		113.46
TEXAS ASSN OF COUNTIES	2016 101-410-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		593.87
TEXAS ASSN OF COUNTIES	2016 101-560-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		9,192.89
TEXAS ASSN OF COUNTIES	2016 101-499-419	DUES & SUBSCRIPT	TACA DUES 01/01/16	238026	04/01/2016	04/11/2016		85.00
TEXAS COLLEGE OF PROBAT	2016 101-403-428	TRAVEL/CONFERENC	COLLEGE OF PROBATE	DOWD, SHERRY	04/07/2016	04/11/2016		350.00
TEXAS COLLEGE OF PROBAT	2016 101-403-428	TRAVEL/CONFERENC	COLLEGE OF PROBATE	ROBINSON, DE	04/07/2016	04/11/2016		350.00
TEXAS COURT REPORTERS A	2016 101-430-428	TRAVEL/CONFERENC	2016 TCRA ANNUAL CO	EASLEY, LISA	04/07/2016	04/11/2016		325.00
TEXAS DISTRICT & COUNTY	2016 101-475-428	TRAVEL/CONFERENC	TDCAA CIVIL LAW SEM	BEAUCHAMP, C	04/07/2016	04/11/2016		350.00
TEXAS DISTRICT & COUNTY	2016 101-475-419	DUES & SUBSCRIPT	TDCAA DUES 05/01/16	WOLF, ANDREW	04/08/2016	04/11/2016		60.00
TEXAS WEATHER INSTRUMEN	2016 101-568-446	REPAIRS & MAINT	REPAIRED WLS WEATHE	10879	04/05/2016	04/11/2016	300906	400.00
TEXAS WEATHER INSTRUMEN	2016 101-568-446	REPAIRS & MAINT	SHIPPING	10879	04/05/2016	04/11/2016	300906	15.80
THEDFORD OFFICE SUPPLY	2016 101-560-310	OFFICE SUPPLIES	TRIPPLITE DUAL DISP	27773	04/04/2016	04/11/2016	301161	119.00
THEDFORD OFFICE SUPPLY	2016 101-560-310	OFFICE SUPPLIES	ACER MONITOR	27773	04/04/2016	04/11/2016	301161	359.98
THEDFORD OFFICE SUPPLY	2016 101-561-445	REPAIRS & MAINT	TRIPPLITE DUAL DISP	27773	04/04/2016	04/11/2016	301161	119.00

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THEDFORD OFFICE SUPPLY	2016 101-475-310	OFFICE SUPPLIES	OKIDATA C610 TONER	27776	04/08/2016	04/11/2016	301203	115.99
THEDFORD OFFICE SUPPLY	2016 101-475-310	OFFICE SUPPLIES	OKIDATA C619 TONER	27776	04/08/2016	04/11/2016	301203	179.99
THOMSON REUTERS	2016 101-425-419	DUES & PUBLICATI	2016 TX CIVIL PRATI	6106208229	04/08/2016	04/11/2016	300858	76.00
THOMSON REUTERS	2016 101-425-419	DUES & PUBLICATI	2016 TX CRIMINAL PR	6106208229	04/08/2016	04/11/2016	300858	85.00
THOMSON REUTERS	2016 101-425-419	DUES & PUBLICATI	2016 TX CRIMINAL &	6106208229	04/08/2016	04/11/2016	300858	90.00
THOMSON REUTERS	2016 101-425-419	DUES & PUBLICATI	2016 TX ESTATES COD	6106208229	04/08/2016	04/11/2016	300858	76.00
THOMSON REUTERS	2016 101-425-419	DUES & PUBLICATI	2016 TX LOCAL GOVER	6106208229	04/08/2016	04/11/2016	300858	85.00
THOMSON REUTERS	2016 101-425-419	DUES & PUBLICATI	2016 TX PROPERTY CO	6106208229	04/08/2016	04/11/2016	300858	76.00
THOMSON REUTERS	2016 101-425-419	DUES & PUBLICATI	2016 TX PENAL CODE	6106208229	04/08/2016	04/11/2016	300858	75.00
TIM'S TIRES & WHEELS	2016 101-560-445	REPAIRS & MAINT	UNIT 2472 - FLAT	059494	03/31/2016	04/11/2016		16.00
TIM'S TIRES & WHEELS	2016 101-560-445	REPAIRS & MAINT	UNIT 2157 - INSPECT	059485	03/31/2016	04/11/2016		7.00
TIM'S TIRES & WHEELS	2016 101-560-445	REPAIRS & MAINT	UNIT 2831 - INSPECT	059439	03/31/2016	04/11/2016		7.00
TIM'S TIRES & WHEELS	2016 101-560-445	REPAIRS & MAINT	UNIT 2473 - MOUNTED	059471	03/31/2016	04/11/2016		20.00
TIM'S TIRES & WHEELS	2016 101-560-445	REPAIRS & MAINT	UNIT 2473 - INSPECT	059482	03/31/2016	04/11/2016		7.00
TIM'S TIRES & WHEELS	2016 101-560-445	REPAIRS & MAINT	UNIT 2180 - INSPECT	059486	03/31/2016	04/11/2016		7.00
TIM'S TIRES & WHEELS	2016 101-560-445	REPAIRS & MAINT	UNIT 2582 - FLAT	059493	03/31/2016	04/11/2016		8.00
TIM'S TIRES & WHEELS	2016 101-560-445	REPAIRS & MAINT	UNIT 2158 - INSPECT	059296	04/01/2016	04/11/2016		7.00
TIM'S TIRES & WHEELS	2016 101-560-445	REPAIRS & MAINT	UNIT 2369 - FLAT	059458	04/01/2016	04/11/2016		8.00
TOMAS ECHARTEA	2016 101-435-410	INTERPRETER	CHILD SUPPORT	24710	03/31/2016	04/11/2016		200.00
TOMAS ECHARTEA	2016 101-430-410	INTERPRETER	CHILD SUPPORT	23413	04/06/2016	04/11/2016		100.00
TROPHIES UNLIMITED	2016 101-560-426	UNIFORMS	NAME TAG - SCOTT, K	I2209	03/31/2016	04/11/2016		7.00
TROPHIES UNLIMITED	2016 101-560-310	OFFICE SUPPLIES	DESK PLATE - WARD,	I3194	04/05/2016	04/11/2016		7.00
TROPHIES UNLIMITED	2016 101-560-426	UNIFORMS	NAME TAG - WAFER, F	I3110	03/31/2016	04/11/2016		7.00
TROPHIES UNLIMITED	2016 101-560-426	UNIFORMS	NAME TAG - LAKE	I3110	04/06/2016	04/11/2016		7.00
TX ENVIRONMENTAL LAW EN	2016 101-402-428	TRAVEL/CONFERENC	18TH ANNUAL TELEA C	YOUNG, STANL	04/07/2016	04/11/2016		160.00
UHAUL INTERNATIONAL	2016 101-409-315	ELECTION SUPPLIE	MILEAGE	4591692	04/05/2016	04/11/2016	300758	105.91
UHAUL INTERNATIONAL	2016 101-409-315	ELECTION SUPPLIE	15' TRUCK	4591692	04/05/2016	04/11/2016	300758	39.95
UHAUL INTERNATIONAL	2016 101-409-315	ELECTION SUPPLIE	ENVIRONMENTAL FEE	4591692	04/05/2016	04/11/2016	300758	1.00
UHAUL INTERNATIONAL	2016 101-409-315	ELECTION SUPPLIE	ENVIRONMENTAL FEE	4592499	04/05/2016	04/11/2016	300758	1.00
UHAUL INTERNATIONAL	2016 101-409-315	ELECTION SUPPLIE	ENVIRONMENTAL FEE	4593211	04/05/2016	04/11/2016	300758	1.00
UHAUL INTERNATIONAL	2016 101-409-315	ELECTION SUPPLIE	MILEAGE	4593211	04/05/2016	04/11/2016	300758	114.90
UHAUL INTERNATIONAL	2016 101-409-315	ELECTION SUPPLIE	15' TRUCK	4593211	04/05/2016	04/11/2016	300758	29.95
UHAUL INTERNATIONAL	2016 101-409-315	ELECTION SUPPLIE	15' TRUCK	4593210	04/05/2016	04/11/2016	300758	29.95
UHAUL INTERNATIONAL	2016 101-409-315	ELECTION SUPPLIE	ENVIRONMENTAL FEE	4593210	04/05/2016	04/11/2016	300758	1.00
UHAUL INTERNATIONAL	2016 101-409-315	ELECTION SUPPLIE	MILEAGE	4593210	04/05/2016	04/11/2016	300758	80.10
US POSTMASTER	2016 101-406-311	POSTAGE	POSTAGE METER REFIL	POSTAGE - MA	04/05/2016	04/11/2016		5,000.00
VERIZON WIRELESS	2016 101-560-430	DATA MODEM SERVI	742078371-00001 02/	9761964843	04/05/2016	04/11/2016		304.32
VERIZON WIRELESS	2016 101-560-451	MAINT CONTRACT -	742078371-00003 02/	9761964845	04/05/2016	04/11/2016		331.08
WAYTEK, INC	2016 101-560-445	REPAIRS & MAINT	SHIPPING	2300150	04/08/2016	04/11/2016	300821	12.61
WAYTEK, INC	2016 101-560-445	REPAIRS & MAINT	15 AMP FUSE	2300150	04/08/2016	04/11/2016	300821	7.80
WAYTEK, INC	2016 101-560-445	REPAIRS & MAINT	10 AMP FUSE	2300150	04/08/2016	04/11/2016	300821	13.50
WAYTEK, INC	2016 101-560-445	REPAIRS & MAINT	10 AMP FUSE	2300150	04/08/2016	04/11/2016	300821	13.95
WAYTEK, INC	2016 101-560-445	REPAIRS & MAINT	3 AMP FUSE	2300150	04/08/2016	04/11/2016	300821	21.84
WAYTEK, INC	2016 101-560-445	REPAIRS & MAINT	TY-RAP	2300150	04/08/2016	04/11/2016	300821	73.20
WAYTEK, INC	2016 101-560-445	REPAIRS & MAINT	7.5 AMP FUSE	2300150	04/08/2016	04/11/2016	300821	13.50
WAYTEK, INC	2016 101-560-445	REPAIRS & MAINT	HEAT SHRINK	2300150	04/08/2016	04/11/2016	300821	14.14
WAYTEK, INC	2016 101-560-445	REPAIRS & MAINT	HEAT SHRINK	2300150	04/08/2016	04/11/2016	300821	9.09
WAYTEK, INC	2016 101-560-445	REPAIRS & MAINT	HEAT SHRINK	2300150	04/08/2016	04/11/2016	300821	9.77
WAYTEK, INC	2016 101-560-445	REPAIRS & MAINT	FUSE PANEL	2300150	04/08/2016	04/11/2016	300821	51.25
WEST PUBLISHING CORP	2016 101-435-419	DUES & PUBLICATI	1000234522 02/01/16	833553610	04/01/2016	04/11/2016		506.00
WEST PUBLISHING CORP	2016 101-480-419	PUBLICATIONS	1000261004 01/01/16	833386664	04/01/2016	04/11/2016		444.00
WEST PUBLISHING CORP	2016 101-480-419	PUBLICATIONS	1000261004 02/01/16	833563948	04/06/2016	04/11/2016		444.00
WILLIAM EARL PRICE	2016 101-430-411	COURT APPOINTED	JUVENILE	2182	03/31/2016	04/11/2016		700.00
WILLIAM EARL PRICE	2016 101-435-411	COURT APPOINTED	DEAN, REBECCA	NOT INDICTED	03/31/2016	04/11/2016		400.00
WILLIAM EARL PRICE	2016 101-435-411	COURT APPOINTED	STOUT, SARAH	36355	03/31/2016	04/11/2016		800.00

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ALL RECORDS FROM 04/11/2016 TO 04/11/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
WILLIAM EARL PRICE	2016 101-425-411	COURT APPOINTED	SNEED, DANESHA	69211	04/06/2016	04/11/2016		200.00
WILLIAM EARL PRICE	2016 101-425-411	COURT APPOINTED	SNEED, DANESHA	72812	04/06/2016	04/11/2016		100.00
WILLIAM EARL PRICE	2016 101-430-411	COURT APPOINTED	ALYASIRI, JENNIFER	36186	04/06/2016	04/11/2016		650.00
WILLIAM EARL PRICE	2016 101-425-411	COURT APPOINTED	SMITH, DANNA	71495	04/06/2016	04/11/2016		100.00
WILLIAM EARL PRICE	2016 101-425-411	COURT APPOINTED	SMITH, DANNA	71464	04/06/2016	04/11/2016		50.00
WILLIAM EARL PRICE	2016 101-430-411	COURT APPOINTED	LITTLE, DYLAN	36055	04/06/2016	04/11/2016		300.00
XEROX BUSINESS SERVICES	2016 101-403-420	RECORDS MGT EXPE	289570 - MAR	1251579	04/05/2016	04/11/2016		4,325.00
XEROX BUSINESS SERVICES	2016 101-403-410	PROFESSIONAL SER	289570 - MAR	1251579	04/05/2016	04/11/2016		3,191.50
XEROX BUSINESS SERVICES	2016 101-403-410	PROFESSIONAL SER	289570 - MAR	1251579	04/05/2016	04/11/2016		498.00-
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								378,430.48

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ALL RECORDS FROM 04/11/2016 TO 04/11/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
BLACKFORD PRINTING CO.	2016 151-571-310	DEPARTMENT SUPPL	BLANK STOCK FOR INV	33819	04/07/2016	04/11/2016	301088	479.20
OFFICE DEPOT INC-TXMAS	2016 151-571-310	DEPARTMENT SUPPL	CORRECTION TAPE	829832574001	04/05/2016	04/11/2016	301218	24.59
OFFICE DEPOT INC-TXMAS	2016 151-571-310	DEPARTMENT SUPPL	INK, PENS, NOTE PAD	829833760001	04/05/2016	04/11/2016	301218	342.37
TROPHIES UNLIMITED	2016 151-571-310	DEPARTMENT SUPPL	PLAQUE & ENGRAVING	13060	04/07/2016	04/11/2016	301222	38.25
								-----
								884.41

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ALL RECORDS FROM 04/11/2016 TO 04/11/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP PO NO	AMOUNT
GRAYSON COUNTY DEPT OF	2016 161-575-671	SECURE POST ADJ	3704	136939	04/05/2016	04/11/2016	3,193.00
LIMESTONE COUNTY JUVENI	2016 161-575-631	DETENTION/PRE AD	3707, 3726	175-24	04/01/2016	04/11/2016	1,105.00
TEXAS ASSN OF COUNTIES	2016 161-572-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016	161.60
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							4,459.60





## ALL RECORDS FROM 04/11/2016 TO 04/11/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
APAC TEXAS INC	2016 211-611-376	ROAD MATERIAL	FEMA OCT - YARD	200454348	04/04/2016	04/11/2016		1,028.60
ARNOLD CRUSHED STONE	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NE1060,	231590	04/04/2016	04/11/2016		1,000.93
ARNOLD CRUSHED STONE	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NE0090,	231569	04/04/2016	04/11/2016		1,478.28
ARNOLD CRUSHED STONE	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NW2110,	231554	04/04/2016	04/11/2016		1,379.72
AT&TSERVICES INC.	2016 211-611-435	TELEPHONE	287236363034 02/20/	03/27/16	04/01/2016	04/11/2016		51.79
B & B WATER SUPPLY	2016 211-611-430	UTILITIES	4201 HWY 22 02/25/1	262 - MAR	04/05/2016	04/11/2016		43.60
GILFILLAN HARDWARE	2016 211-611-445	REPAIRS & MAINTENANCE	LAWN MOWER - DRIVE	51738/1	04/04/2016	04/11/2016		25.49
KNIFE RIVER CORPORATION	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NW0080,	518346	04/04/2016	04/11/2016		541.81
MARTIN MARIETTA MATERIALS	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NE0201	17230294	04/01/2016	04/11/2016		1,017.41
NAVARRO COUNTY ELECTRIC	2016 211-611-430	UTILITIES	4201 HWY 0022 - MAR	192 - 131383	04/05/2016	04/11/2016		92.26
RATTLER ROCK INC	2016 211-611-376	ROAD MATERIAL	FEMA OCT - YARD	113389	04/04/2016	04/11/2016		423.01
RATTLER ROCK INC	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NW0020,	113423	04/04/2016	04/11/2016		3,737.00
REPUBLIC SERVICES #069	2016 211-611-430	UTILITIES	3-0069-0052829 - MA	0069-0008063	04/05/2016	04/11/2016		162.23
TEXAS ASSN OF COUNTIES	2016 211-611-206	WORKERS COMPENSATION	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		1,965.72
TOMMY MONTGOMERY SAND & GRAVEL	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NW0060,	001721	04/04/2016	04/11/2016		4,896.87
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								17,844.72

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## ALL RECORDS FROM 04/11/2016 TO 04/11/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
APAC TEXAS INC	2016 212-612-446	REPAIRS & MAINT	FEMA OCT - NE2120,	200456661	04/05/2016	04/11/2016		1,291.82
APAC TEXAS INC	2016 212-612-446	REPAIRS & MAINT	FEMA OCT - SE2240	200456449	04/05/2016	04/11/2016		2,219.26
ATWOODS DISTRIBUTING LP	2016 212-612-445	REPAIRS & MAINT	SCREW PIN	2420/37	04/04/2016	04/11/2016		4.00
ATWOODS DISTRIBUTING LP	2016 212-612-445	REPAIRS & MAINT	SCREW PIN, HOOK SLI	2419/37	04/04/2016	04/11/2016		25.97
B & G AUTO PARTS	2016 212-612-445	REPAIRS & MAINT	UNIT 232 - WIRE, TO	608970	04/04/2016	04/11/2016		55.85
B & G AUTO PARTS	2016 212-612-445	REPAIRS & MAINT	UNIT 24 - WIPER BLA	608898	04/05/2016	04/11/2016	301194	15.00
B & G AUTO PARTS	2016 212-612-445	REPAIRS & MAINT	UNIT 209 - WIPER BL	608898	04/05/2016	04/11/2016	301194	15.00
B & G AUTO PARTS	2016 212-612-445	REPAIRS & MAINT	UNIT 200 - BACK UP	608898	04/05/2016	04/11/2016	301194	103.00
BRINSON FORD INC	2016 212-612-445	REPAIRS & MAINT	UNIT 230 - INSULATO	62630	04/07/2016	04/11/2016		86.48
CITY OF KERENS	2016 212-612-430	UTILITIES	907 NW SECOND	1205 - MAR	04/05/2016	04/11/2016		70.17
DICK MARTIN	2016 212-612-495	MISCELLANEOUS	MEAL FOR TRUSTEES	REIMB - 03/2	04/07/2016	04/11/2016		34.63
JR DESIGNS	2016 212-612-447	CONTRACTOR BRIDG	SE3130 - 75' OF WAL	1762	04/06/2016	04/11/2016	301129	14,917.50
JR DESIGNS	2016 212-612-447	CONTRACTOR BRIDG	SHIPPING	1762	04/06/2016	04/11/2016	301129	300.00
KNIFE RIVER CORPORTATIO	2016 212-612-376	ROAD MATERIAL	SE4160, SE4200, AIR	520367	04/06/2016	04/11/2016		726.24
KNIFE RIVER CORPORTATIO	2016 212-612-376	ROAD MATERIAL	SE4200, AIRPORT STO	520542	04/06/2016	04/11/2016		728.26
MARTIN MARIETTA MATERIA	2016 212-612-376	ROAD MATERIAL	FEMA OCT - SE4045,	17251250	04/05/2016	04/11/2016		1,097.48
MCCOY'S BUILDING SUPPLY	2016 212-612-376	ROAD MATERIAL	SE3110 - BLACKTOP P	5904363	04/07/2016	04/11/2016	301202	189.59
MCCOY'S BUILDING SUPPLY	2016 212-612-376	ROAD MATERIAL	SE3110 - BLACKTOP P	5904372	04/07/2016	04/11/2016	301202	126.39
MITCHELL ELECTRIC	2016 212-612-445	REPAIRS & MAINT	SHOP - REPAIRED LIG	4154	04/05/2016	04/11/2016	301172	1,222.66
OWEN HARDWARE INC	2016 212-612-495	MISCELLANEOUS	GLO WHITE STAKE FLA	AA48216	04/04/2016	04/11/2016		17.98
PHILLIPS TIRE	2016 212-612-445	REPAIRS & MAINT	UNIT 226 - BATTERY	238	04/04/2016	04/11/2016		98.00
PHILLIPS TIRE	2016 212-612-445	REPAIRS & MAINT	UNIT 200 - 10.00-20	236	04/08/2016	04/11/2016	301197	484.00
PHILLIPS TIRE	2016 212-612-445	REPAIRS & MAINT	UNIT 225 - P245/70R	236	04/08/2016	04/11/2016	301197	137.00
TEXAS ASSN OF COUNTIES	2016 212-612-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		2,461.60
TIMCO BLASTING & COATIN	2016 212-612-376	ROAD MATERIAL	FEMA OCT - AIRPORT	016091	04/01/2016	04/11/2016		1,306.80
WARREN PRODUCTS	2016 212-612-445	REPAIRS & MAINT	COUPLINGS, WASHERS,	16060	04/04/2016	04/11/2016		459.80
WELCH STATE BANK	2016 212-612-573	CAPITAL LEASE PR	LEASE NO. 57689	APR 2016	04/07/2016	04/11/2016		2,062.39
WELCH STATE BANK	2016 212-612-574	CAPITAL LEASE IN	LEASE NO. 57689	APR 2016	04/07/2016	04/11/2016		338.16

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30,595.03

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## ALL RECORDS FROM 04/11/2016 TO 04/11/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
CITY OF DAWSON	2016 213-613-430	UTILITIES	17500 FM 709	324 - MAR	04/05/2016	04/11/2016		41.10
FASTENAL - TXMAS	2016 213-613-445	REPAIRS & MAINT	CABLE TIES, SCREWS,	TXCOS81450	04/05/2016	04/11/2016		144.90
GILFILLAN HARDWARE	2016 213-613-445	REPAIRS & MAINT	CHAINSAW BLADES, CH	51125/1	04/05/2016	04/11/2016	301168	145.94
JOHNSON OIL COMPANY	2016 213-613-370	GAS & OIL	1000 GAL GAS, 1500	15759	04/08/2016	04/11/2016	301257	3,718.50
KNIFE RIVER CORPORTATIO	2016 213-613-376	ROAD MATERIAL	FEMA DEC - DAWSON Y	519234	04/05/2016	04/11/2016		880.42
KNIFE RIVER CORPORTATIO	2016 213-613-376	ROAD MATERIAL	FEMA DEC - SW4040	519290	04/05/2016	04/11/2016		1,313.91
KNIFE RIVER CORPORTATIO	2016 213-613-446	REPAIRS & MAINT	FEMA DEC - SW2340	520543	04/05/2016	04/11/2016		778.67
NORTHEAST TEXAS WATER S	2016 213-613-430	UTILITIES	02/26/16 - 03/30/16	00300419 - A	04/05/2016	04/11/2016		35.83
TEXAS ASSN OF COUNTIES	2016 213-613-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		2,606.29
WINDSTREAM	2016 213-613-435	TELEPHONE	125020441 03/25/16	2545781106 -	04/05/2016	04/11/2016		111.36
WINDSTREAM	2016 213-613-435	TELEPHONE	125220875 03/22/16	9033623476 -	04/05/2016	04/11/2016		125.66
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								9,902.58

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## ALL RECORDS FROM 04/11/2016 TO 04/11/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
APAC TEXAS INC	2016 214-614-376	ROAD MATERIAL	FEMA OCT - NW2160	200456065	04/05/2016	04/11/2016		1,173.64
ARNOLD CRUSHED STONE	2016 214-614-376	ROAD MATERIAL	FEMA OCT - NW4210,	231652	04/05/2016	04/11/2016		389.02
HADEN'S AUTO REPAIR	2016 214-614-445	REPAIRS & MAINTENANCE	UNIT 48 - REPAIRED	4265	04/05/2016	04/11/2016	301209	2,014.28
HADEN'S AUTO REPAIR	2016 214-614-445	REPAIRS & MAINTENANCE	REBUILT HYDRAULIC C	4232	04/05/2016	04/11/2016	301210	290.00
HADEN'S AUTO REPAIR	2016 214-614-445	REPAIRS & MAINTENANCE	1996 GMC - REPLACED	4290	04/07/2016	04/11/2016	301330	1,077.18
KNIFE RIVER CORPORTATIO	2016 214-614-376	ROAD MATERIAL	FEMA OCT - SW4200,	519574	04/05/2016	04/11/2016		1,100.72
KNIFE RIVER CORPORTATIO	2016 214-614-376	ROAD MATERIAL	FEMA OCT - SW4200	519996	04/05/2016	04/11/2016		1,079.18
KNIFE RIVER CORPORTATIO	2016 214-614-376	ROAD MATERIAL	FEMA OCT - SW0030	518348	04/05/2016	04/11/2016		738.02
KNIFE RIVER CORPORTATIO	2016 214-614-376	ROAD MATERIAL	FEMA OCT - SW4200	519235	04/05/2016	04/11/2016		892.66
KNIFE RIVER CORPORTATIO	2016 214-614-376	ROAD MATERIAL	FEMA OCT - SW0030,	519291	04/05/2016	04/11/2016		1,079.86
RATTLER ROCK INC	2016 214-614-376	ROAD MATERIAL	FEMA OCT - CR4170,	113345	04/05/2016	04/11/2016		1,657.51
RATTLER ROCK INC	2016 214-614-376	ROAD MATERIAL	FEMA OCT - CR4190,	113359	04/05/2016	04/11/2016		1,512.09
TEXAS ASSN OF COUNTIES	2016 214-614-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		2,413.40
TOMMY MONTGOMERY SAND &	2016 214-614-376	ROAD MATERIAL	FEMA OCT - NW4140,	001724	04/05/2016	04/11/2016		11,738.55
WILLIAMS GIN & GRAIN CO	2016 214-614-445	REPAIRS & MAINTENANCE	ANTIFREEZE, FUSE	324486	04/05/2016	04/11/2016		74.69
WILSON CULVERTS INC	2016 214-614-375	CULVERTS	FEMA OCT - 24 X 24	71821	04/05/2016	04/11/2016	301044	979.92
WILSON CULVERTS INC	2016 214-614-375	CULVERTS	FEMA OCT - 24 X 40	71821	04/05/2016	04/11/2016	301044	1,088.80
WILSON CULVERTS INC	2016 214-614-375	CULVERTS	FEMA OCT - 36 X 30	71821	04/05/2016	04/11/2016	301044	618.90
WILSON CULVERTS INC	2016 214-614-375	CULVERTS	FEMA OCT - 36 X 40	71821	04/05/2016	04/11/2016	301044	825.20
WILSON CULVERTS INC	2016 214-614-375	CULVERTS	FEMA OCT - 48 X 30	71821	04/05/2016	04/11/2016	301044	2,346.60
WILSON CULVERTS INC	2016 214-614-375	CULVERTS	FEMA OCT - 60 X 36	71821	04/05/2016	04/11/2016	301044	1,732.68
WILSON CULVERTS INC	2016 214-614-375	CULVERTS	FEMA OCT - 72 X 50	71821	04/05/2016	04/11/2016	301044	26,212.50
WILSON CULVERTS INC	2016 214-614-375	CULVERTS	FEMA OCT - 60 X 40	71821	04/05/2016	04/11/2016	301044	3,850.40
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								64,885.80

## ALL RECORDS FROM 04/11/2016 TO 04/11/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
AMARILLO POLICE DEPARTM	2016 317-533-120	OVERTIME	MINCHER, RANDY 14 O	FEB 2016	04/01/2016	04/11/2016		591.37
ATLANTIC TACTICAL INC.	2016 317-521-585	EQUIPMENT	ATK DE-MS THUNDERBO	SI-80550270	04/07/2016	04/11/2016	300845	557.90
ATLANTIC TACTICAL INC.	2016 317-521-585	EQUIPMENT	SHIPPING	SI-80550270	04/07/2016	04/11/2016	300845	30.00
COVERTTRACK GROUP INC	2016 317-531-310	OFFICE SUPPLIES	COVERT GPS APP	15818	04/07/2016	04/11/2016	301108	1,995.00
DALLAS COUNTY SHERIFF'S	2016 317-523-120	OVERTIME	SWANSON, JOSEPH 58	JAN 2016	04/01/2016	04/11/2016		2,534.24
DANNIE PATRICK CAUBLE	2016 317-520-411	SERVICES	03/01/16 - 03/31/16	2016-3	04/06/2016	04/11/2016		1,928.32
DOROTHY SPARKS	2016 317-520-428	TRAVEL	IA BASIC ANALYSIS C	REIMB - 04/0	04/08/2016	04/11/2016		1,608.87
FEDEX - TXMAS	2016 317-516-411	SERVICES	2934-0047-4	5-362-30740	04/05/2016	04/11/2016		28.88
FEDEX - TXMAS	2016 317-516-411	SERVICES	2934-0047-4	5-369-45034	04/05/2016	04/11/2016		44.18
GEXA ENERGY	2016 317-516-418	FACILITIES	8404 ESTERS BLVD 02	20839116-4	04/05/2016	04/11/2016		2,125.80
IIR	2016 317-517-411	SERVICES	NVPS PARTICIPATION	4100-32016TE	04/01/2016	04/11/2016		1,987.20
IRVING POLICE DEPT	2016 317-526-120	OVERTIME	SLICKER, R 21 OT	FEB 2016	04/01/2016	04/11/2016		1,179.36
JOHN DENK	2016 317-520-428	TRAVEL	NATIONAL DHE HIDTA	DENK, JOHN	04/07/2016	04/11/2016		225.00
JOHN DENK	2016 317-520-428	TRAVEL	NATIONAL DHE HIDTA	APR 2016	04/07/2016	04/11/2016		230.20
LAURNA JO TUCK	2016 317-516-418	FACILITIES	BLINDS	765863	04/07/2016	04/11/2016		119.08
LGC PLUMBING, INC.	2016 317-516-411	SERVICES	REPAIRED URINAL	33459	04/08/2016	04/11/2016		168.80
MIDLOTHIAN POLICE DEPAR	2016 317-526-120	OVERTIME	MCKINNEY, CODY 38.5	OCT - DEC	04/01/2016	04/11/2016		2,183.99
MITEL NET SOLUTIONS	2016 317-516-411	SERVICES	064109628 02/15/16	24887485	04/01/2016	04/11/2016		1,177.18
NETSENTIAL.COM INC.	2016 317-520-411	SERVICES	WEBSITE HOSTING 07/	33930	04/05/2016	04/11/2016		1,700.00
NETSENTIAL.COM INC.	2016 317-520-411	SERVICES	WEBSITE HOSTING 07/	34992	04/05/2016	04/11/2016		1,700.00
NETSENTIAL.COM INC.	2016 317-520-411	SERVICES	REDESIGNED HIDTA WE	34233	04/08/2016	04/11/2016		575.00
NETSENTIAL.COM INC.	2016 317-520-411	SERVICES	DOMAIN NAME REGISTR	34233	04/08/2016	04/11/2016		32.50
OFFICE DEPOT INC-TXMAS	2016 317-525-310	SUPPLIES	MEMORY CARD	826989570001	04/07/2016	04/11/2016	301089	25.65
OFFICE DEPOT INC-TXMAS	2016 317-526-310	SUPPLIES	LAPTOP BATTERY	828585670001	04/07/2016	04/11/2016	301157	68.99
OFFICE DEPOT INC-TXMAS	2016 317-526-310	SUPPLIES	COPY PAPER	828585810001	04/07/2016	04/11/2016	301157	37.49
OFFICE DEPOT INC-TXMAS	2016 317-523-310	SUPPLIES	INK	828902693001	04/07/2016	04/11/2016	301153	94.20
OK DEPARTMENT OF PUBLIC	2016 317-531-120	OVERTIME	PERRY, BRANSON E 28	FEB 2016	04/01/2016	04/11/2016		1,426.19
POTTER COUNTY SHERIFF	2016 317-533-120	OVERTIME	LANGWELL, DUSTY 7 O	FEB 2016	04/01/2016	04/11/2016		281.09
PUBLIC AGENCY TRAINING	2016 317-531-310	OFFICE SUPPLIES	OFS DETECTIVE SOFTW	ALC 15969	04/05/2016	04/11/2016	301107	5,995.00
PUBLIC AGENCY TRAINING	2016 317-531-310	OFFICE SUPPLIES	SHIPPING	ALC 15969	04/05/2016	04/11/2016	301107	50.00
RANDALL COUNTY SHERIFF	2016 317-533-120	OVERTIME	HOFFMAN, JEREMY 31	FEB 2016	04/01/2016	04/11/2016		1,369.58
REPUBLIC SERVICES #794	2016 317-516-418	FACILITIES	8404 ESTERS BLVD -	0794-0109356	04/01/2016	04/11/2016		82.42
REPUBLIC SERVICES #794	2016 317-516-418	FACILITIES	8404 ESTERS BLVD -	0794-0109979	04/07/2016	04/11/2016		533.55
SUDDENLINK	2016 317-521-411	SERVICES	100001-8626-7103223	03/24/16	04/06/2016	04/11/2016		330.11
TARRANT COUNTY	2016 317-523-120	OVERTIME	MCFARLAND, SHANNON	FEB 2016	04/01/2016	04/11/2016		2,057.88
TEXAS ASSN OF COUNTIES	2016 317-533-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		39.18
VERIZON WIRELESS INC	2016 317-521-411	SERVICES	613180096-00001 02/	9762451805	04/06/2016	04/11/2016		1,035.26
XEROX CORP - TXMAS	2016 317-516-411	SERVICES	717889695 - MAR	083807787	04/06/2016	04/11/2016		191.75

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36,341.21

2824

ALL RECORDS FROM 04/11/2016 TO 04/11/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
JASON ALLEN KENDRICK	2016 318-517-412	SERVICES	03/16/16 - 03/31/16	2016-6	04/05/2016	04/11/2016		2,427.76
OFFICE BOY, LTD	2016 318-516-411	SERVICES	RELOCATED	130 WORKS 42279	04/05/2016	04/11/2016	300988	13,700.00
OMNI PROFESSIONAL SERVI	2016 318-516-412	SERVICES	03/16/16 - 03/31/16	2016-6	04/04/2016	04/11/2016		3,774.08
RUTH ASTON	2016 318-517-412	SERVICES	03/16/16 - 03/31/16	2016-6	04/04/2016	04/11/2016		2,699.63
SUMPTER SERVICES, LLC	2016 318-515-412	SERVICES	03/16/16 - 03/31/16	2016-6	04/04/2016	04/11/2016		7,790.40
TEXAS ASSN OF COUNTIES	2016 318-515-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		176.74
TEXAS ASSN OF COUNTIES	2016 318-517-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		352.66
TEXAS ASSN OF COUNTIES	2016 318-516-206	WORKERS COMPENSA	04/01/16 - 06/30/16	134803	04/05/2016	04/11/2016		88.36
								-----
								31,009.63

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## ALL RECORDS FROM 04/11/2016 TO 04/11/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
CODY MULDER	2016 701-410-410	PROFESSIONAL SER	03/16/16 - 03/31/16	30	04/08/2016	04/11/2016		4,166.67
DEALERS ELECTRICAL SUPP	2016 701-410-445	REPAIRS & MAINT	90 DEGREE ELBOWS	3303400-00	04/07/2016	04/11/2016	301231	20.50
DEALERS ELECTRICAL SUPP	2016 701-410-445	REPAIRS & MAINT	3/4" CONDUIT - 1400	3303400-00	04/07/2016	04/11/2016	301231	270.20
HOME DEPOT CREDIT SERVI	2016 701-412-445	REPAIRS & MAINT	SQ D A/C DISCONNECT	8121642	04/04/2016	04/11/2016	301306	16.24
HUFFMAN COMMUNICATIONS	2016 701-410-410	PROFESSIONAL SER	12 COUNT CORNING FI	34648	04/07/2016	04/11/2016	300617	3,043.89
HUFFMAN COMMUNICATIONS	2016 701-410-410	PROFESSIONAL SER	CORNING RACK MOUNT	34648	04/07/2016	04/11/2016	300617	3,364.52
HUFFMAN COMMUNICATIONS	2016 701-410-410	PROFESSIONAL SER	CONDUIT & MOUNTING	34648	04/07/2016	04/11/2016	300617	250.00
HUFFMAN COMMUNICATIONS	2016 701-410-410	PROFESSIONAL SER	LABOR	34648	04/07/2016	04/11/2016	300617	7,800.00
HUFFMAN COMMUNICATIONS	2016 701-410-410	PROFESSIONAL SER	24 COUNT CORNING FI	34648	04/07/2016	04/11/2016	300617	2,030.09
HUFFMAN COMMUNICATIONS	2016 701-410-410	PROFESSIONAL SER	CORNING ST CONNECTO	34648	04/07/2016	04/11/2016	300617	4,816.20
HUFFMAN COMMUNICATIONS	2016 701-410-410	PROFESSIONAL SER	WALL MOUNT FIBER CL	34648	04/07/2016	04/11/2016	300617	1,403.52
HUFFMAN COMMUNICATIONS	2016 701-410-410	PROFESSIONAL SER	19" OPEN ALUMINUM F	34648	04/07/2016	04/11/2016	300617	645.84
LOCHRIDGE PRIEST INC -	2016 701-410-445	REPAIRS & MAINT	SERVER ROOM - REPLA	CS196	04/07/2016	04/11/2016	301084	400.00
LOCHRIDGE PRIEST INC -	2016 701-410-445	REPAIRS & MAINT	IT ROOM - REPLACED	CS197	04/07/2016	04/11/2016	301084	525.67
PHOENIX I RESTORATION A	2016 701-410-576	COURTHOUSE RESTO	PROJECT 50-13-1352	APPLICATION	03/31/2016	04/11/2016		76,538.60
WATERWORKS	2016 701-410-410	PROFESSIONAL SER	TRENCHING	12786	04/07/2016	04/11/2016	300660	875.00
WATERWORKS	2016 701-410-410	PROFESSIONAL SER	ELECTRIC CONDUIT	12786	04/07/2016	04/11/2016	300660	175.00
WATERWORKS	2016 701-410-410	PROFESSIONAL SER	BORING	12786	04/07/2016	04/11/2016	300660	225.00
WATERWORKS	2016 701-410-410	PROFESSIONAL SER	IRRIGATION	12786	04/07/2016	04/11/2016	300660	275.00
								-----
								106,841.94
TOTAL PAYABLES								682,697.11

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I, GAIL SMITH, PCC, NAVVARRO COUNTY TAX ASSESSOR/COLLECTOR, DO HEREBY SWEAR UNDER OATH, THAT  
THE ATTACHED REPORT IS A TRUE AND CORRECT REPORT.

TOTAL PAGES INCLUDING COVER SHEET 6

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NAVARRO COUNTY, TEXAS  
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING MARCH 2016

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENTION PENALTY CAD %	NET TAXES		MEMO ONLY ATTY FEES	% CURRENT COLLECTED LEVY
							DUE			
NAVARRO COUNTY										
CURRENT	327,189.94		26,433.53	353,623.47		8.17	353,615.30		1,291.68	18,321,903.45
DELINQUENT	29,230.85		11,683.49	40,914.34		0.68	40,913.66		7,600.79	%
TOTAL	356,420.79	-	38,117.02	394,537.81	-	8.85	394,528.96		8,892.47	1.79%
LEVY										
NAVARRO COLLEGE										
CURRENT	63,667.72		5,115.36	68,783.08		1.53	68,781.55		244.54	3,546,946.98
DELINQUENT	5,777.13		2,395.12	8,172.25		0.14	8,172.11		1,508.15	%
TOTAL	69,444.85	-	7,510.48	76,955.33	-	1.67	76,953.66		1,752.69	1.80%
LEVY										
CITY OF RICE										
CURRENT	3,261.38	-	286.28	3,547.66	87.90	0.05	3,459.71		47.19	177,673.85
DELINQUENT	895.63		274.95	1,170.58	73.21		1,097.37		234.12	%
TOTAL	4,157.01	-	561.23	4,718.24	161.11	0.05	4,557.08		281.31	1.84%
LEVY										
CITY OF KERENS										
CURRENT	10,895.99		893.71	11,789.70		-2.62	11,792.32		232.70	274,210.33
DELINQUENT	1,695.56	-	574.82	2,270.38		0.00	2,270.38		454.08	%
TOTAL	12,591.55	-	1,468.53	14,060.08	-	-2.62	14,062.70		686.78	3.98%
LEVY										
CITY OF CORSICANA										
CURRENT	104,419.00	-	8,458.28	112,877.28		6.73	112,870.55		244.75	8,097,886.05
DELINQUENT	10,450.89	-	4,192.92	14,643.81		0.66	14,643.13		2,687.52	%
TOTAL	114,869.89	-	12,651.20	127,521.09	-	7.41	127,513.68		2,932.27	1.29%

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NAVARRO COUNTY, TEXAS  
 AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING MARCH 2016

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENTION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED LEVY
CITY OF BARRY									
CURRENT	681.97		53.12	735.09			735.09	-	19,113.83
DELINQUENT	22.34		6.83	29.17			29.17	5.84	%
TOTAL	704.31	-	59.95	764.26	-	0	764.26	5.84	3.57%
CITY OF EMHOUSE									
CURRENT	335.26	-	26.94	362.20			362.20	-	9,006.73
DELINQUENT	-		-	-			-	-	%
TOTAL	335.26	-	26.94	362.20	-	0	362.20	-	3.73%
CITY OF RICHLAND									
CURRENT	218.55	-	19.49	238.04			238.04	-	18,890.59
DELINQUENT	11.81		2.97	14.78			14.78	2.96	%
TOTAL	230.36	-	22.46	252.82	-	0	252.82	2.96	1.16%
CITY OF GOODLOW									
CURRENT	60.34	-	5.42	65.76	1.67		64.09	-	3,882.54
DELINQUENT	31.44		10.80	42.24	2.85		39.39	8.44	%
TOTAL	91.78	-	16.22	108.00	4.52	0	103.48	8.44	1.56%
CITY OF FROST									
CURRENT	4,094.29		343.00	4,437.29	106.23		4,331.06	-	83,577.57
DELINQUENT	472.00		339.47	811.47	87.23		724.24	162.29	%
TOTAL	4,566.29	-	682.47	5,248.76	193.46	0.00	5,055.30	162.29	4.90%
CITY OF DAWSON									
CURRENT	1,924.14		159.02	2,083.16			2,083.16	8.22	80,613.73
DELINQUENT	741.20		270.06	1,011.26			1,011.26	202.25	%
TOTAL	2,665.34	-	429.08	3,094.42	-	0	3,094.42	210.47	2.39%

8282  
 TOTAL TAX REPORT  
 Prepared by Gail Smith  
 Navarro County Tax Office

NAVARRO COUNTY, TEXAS  
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING MARCH 2016

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
<b>CITY-BLOOMING GROVE</b>									
CURRENT	1,783.74		137.77	1,921.51			1,921.51	-	LEVY 101,220.39
DELINQUENT	143.25		43.58	186.83			186.83	34.89	%
TOTAL	1,926.99	-	181.35	2,108.34	-	0.00	2,108.34	34.89	LEVY 1.77%
<b>NAVARRO COUNTY ESD #1</b>									
CURRENT	3,926.74	-	309.35	4,236.09	96.98	-0.19	4,139.30	37.68	LEVY 146,917.35
DELINQUENT	304.61		97.07	401.68	25.81		375.87	80.10	%
TOTAL	4,231.35	-	406.42	4,637.77	122.79	-0.19	4,515.17	117.78	LEVY 2.68%
<b>BLOOMING GROVE ISD</b>									
CURRENT	45,923.16		3,938.74	49,861.90			49,861.90	-	LEVY 1,793,302.44
DELINQUENT	1,230.16		361.48	1,591.64			1,591.64	299.83	%
TOTAL	47,153.32	-	4,300.22	51,453.54	-	0	51,453.54	299.83	LEVY 2.56%
<b>CORSICANA ISD</b>									
CURRENT	232,560.12		19,548.45	252,108.57		14.71	252,093.86	974.02	LEVY 19,671,329.30
DELINQUENT	33,366.66		17,896.21	51,262.87		1.39	51,261.48	9,723.30	%
TOTAL	265,926.78	-	37,444.66	303,371.44	-	16.10	303,355.34	10,697.32	LEVY 1.19%
<b>DAWSON ISD</b>									
CURRENT	42,505.81		3,513.69	46,019.50			46,019.50	27.11	LEVY 1,866,220.50
DELINQUENT	4,501.61		1,861.64	6,363.25			6,363.25	1,272.44	%
TOTAL	47,007.42	-	5,375.33	52,382.75	-	0	52,382.75	1,299.55	LEVY 2.28%
<b>KERENS ISD ^</b>									
CURRENT	73,578.42		5,806.76	79,385.18		(4.27)	79,389.45	791.26	LEVY 2,921,061.40
DELINQUENT	6,126.17		1,934.40	8,060.57		-	8,060.57	1,610.73	%
TOTAL	79,704.59	-	7,741.16	87,445.75	-	(4.27)	87,450.02	2,401.99	LEVY 2.52%

NAVARRO COUNTY, TEXAS  
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING MARCH 2016

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENTAL PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
RICE ISD	30,294.11		2,642.56	32,936.67		0.11	32,936.56	117.41	1,477,240.46 LEVY
CURRENT	4,032.37		1,167.71	5,200.08		0	5,200.08	1,009.21	%
DELINQUENT									
TOTAL	34,326.48		3,810.27	38,136.75		0.11	38,136.64	1,126.62	2.05% LEVY
FROST ISD	19,219.74		1,560.43	20,780.17		0.55	20,779.62		1,141,861.04 %
CURRENT	2,382.01		1,302.10	3,684.11			3,684.11	663.32	
DELINQUENT	21,601.75		2,862.53	24,464.28		0.55	24,463.73	663.32	1.69% LEVY
TOTAL									
OLD ROADS									
CURRENT									
DELINQUENT									
TOTAL									
GRAND TOTAL	1,067,956.11		123,667.52	1,191,623.63	481.88	27.66	1,191,114.09	31,576.82	

YR-TO-DATE % CURRENT COLLECTED:

COUNTY	93.43%	CITY - FROST	87.52%
COLLEGE	93.29%	CITY DAWSON	87.49%
RICE	92.38%	CITY-BL GROVE	90.74%
KERENS	88.27%	NC ESD #1	88.72%
CORSICANA	94.95%	B G ISD	90.81%
		CORSICANA ISD	95.12%
BARRY	90.79%	DAWSON ISD	92.98%
		KERENS ISD	88.96%
EMHOUSE	81.49%	RICE ISD	93.19%
GOODFLOW	79.90%	FROST ISD	92.35%

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NAVARRO COUNTY, TEXAS  
 AD VALOREM TAXES COLLECTED DURING THE MONTH OF MARCH 2016

CURRENT TAXES	TAXES	PENALTY & INTEREST	SUBTOTAL	RENDITION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
COUNTY	266,979.53	21,557.55	288,537.08	6.66	288,530.42	1,052.72
ROAD & BRIDGE	55,562.60	4,500.53	60,063.13	1.40	60,061.73	220.47
FLOOD CONTROL	4,647.81	375.45	5,023.26	0.11	5,023.15	18.49
<b>TOTAL</b>	<b>327,189.94</b>	<b>26,433.53</b>	<b>353,623.47</b>	<b>8.17</b>	<b>353,615.30</b>	<b>1,291.68</b>
DELINQUENT TAXES						
COUNTY	23,909.09	9,595.67	33,504.76	0.57	33,504.19	6,217.66
STATE	-	-	-	-	-	-
ROAD & BRIDGE	4,906.38	1,919.96	6,826.34	0.11	6,826.23	1,274.80
FLOOD CONTROL	415.38	167.86	583.24	-	583.24	108.33
<b>TOTAL</b>	<b>29,230.85</b>	<b>11,683.49</b>	<b>40,914.34</b>	<b>0.68</b>	<b>40,913.66</b>	<b>7,600.79</b>
TOTAL ALLOCATION						
COUNTY	290,888.62	31,153.22	322,041.84	7.23	322,034.61	7,270.38
STATE						
ROAD & BRIDGE	60,468.98	6,420.49	66,889.47	1.51	66,887.96	1,495.27
FLOOD CONTROL	5,063.19	543.31	5,606.50	0.11	5,606.39	126.82
<b>TOTAL</b>	<b>356,420.79</b>	<b>38,117.02</b>	<b>394,537.81</b>	<b>8.85</b>	<b>394,528.96</b>	<b>8,892.47</b>

2831

## **Proclamation for National Crime Victims' Rights Week, April 10-16, 2016**

1) Whereas, Americans are the victims of more than 20 million crimes each year, and crime can touch the lives of anyone regardless of age, national origin, race, creed, religion, gender, sexual orientation, immigration, or economic status;

2) Whereas, Many victims face challenges in finding appropriate services, including victims with disabilities, young victims of color, Deaf and hard of hearing victims, LGBTQ victims, tribal victims, elder victims, victims with mental illness, immigrant victims, teen victims, victims with limited English proficiency, and others;

3) Whereas, Too many communities feel disconnected from the justice and social response systems, and have lost trust in the ability of those systems to recognize them and respond to their needs;

4) Whereas, Victims of repeat victimization who fail to receive supportive services are at greater risk for long-term consequences of crime;

5) Whereas, The victim services community has worked for decades to create an environment for victims that is safe, supportive, and effective;

6) Whereas, Intervening early with services that support and empower victims provides a pathway to recovery from crime and abuse;

7) Whereas, Honoring the rights of victims, including the right to be heard and to be treated with fairness, dignity, and respect, and working to meet their needs, rebuilds their trust in the criminal justice and social service systems;

8) Whereas, Serving victims and rebuilding their trust restores hope to victims and survivors, as well as their communities;

9) Whereas, National Crime Victims' Rights Week, April 10-16, 2016, is an opportune time to commit to ensuring that all victims of crime – even those

who are challenging to reach or serve – are offered culturally and linguistically accessible and appropriate services in the aftermath of crime; and

10) Whereas, Navarro County is hereby dedicated to serving victims, building trust, and restoring hope for justice and healing;

Now, therefore, I, H.M. Davenport, as County Judge of Navarro County, do hereby proclaim the week of April 10-16, 2016 as

**Crime Victims' Rights Week**

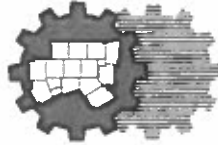
And reaffirm this County's commitment to creating a victim service and criminal justice response that assists all victims of crime during Crime Victims' Rights Week and throughout the year; and to

Express our sincere gratitude and appreciation for those community members, victim service providers and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice, and peace.

\_\_\_\_\_  
*H.M. Davenport* (signature)  
4-11-16 (date)

2833A

#10



North Central Texas Council Of Governments

Dick Martin  
Commissioner Precinct 2  
Navarro County  
300 West 3rd Avenue  
Corsicana, TX 75110.0

Dear Commissioner Martin

The North Central Texas Council of Governments (NCTCOG) currently administers the State's 9-1-1 Program for your city/county, as directed by legislation enacted in 1987. NCTCOG is recognized nationally as a leader in the provision of 9-1-1 services. They have more than met the legislative charge of providing emergency dispatch centers with the latest and best available equipment and technology; and assuring that this equipment and technology is operating or backed up on a 24 hour/365 day basis. Additionally, they have actively assisted with the training and certification of dispatch center personnel.

I am writing this letter to you on behalf of the NCTCOG 9-1-1 Regional Advisory Committee, which is made up of elected and appointed officials from the entities which are served by the NCTCOG 9-1-1 program. We believe there is a positive opportunity for the participants in the NCTCOG program to have a real and larger impact on policy and fiscal matters than is now available through the state administrative program.

In the most recent legislative session, the Health and Safety Code was amended by SB 1108/HB 3462 to permit Councils of Governments/Regional Planning Commissions to establish Regional Emergency Communications Districts (ECD). We see a lot of potential advantages and opportunities that would be to our benefit by creating an ECD. I will attempt to lay out our reasoning in the following paragraphs.

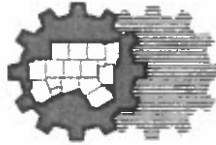
Currently, our citizens and businesses are charged 50 cents on their phone bills to pay for 9-1-1 services. This money is remitted to and held by the state until the legislature appropriates all or part of the funds collected to the Texas Commission on State Emergency Communications (CSEC). CSEC then allocates these funds to councils of governments. The problem is that the Legislature does not always appropriate all of the funds collected, but rather retains some of the funds to show (on paper) a balanced state budget. Currently, the state is holding over \$150 million. Over 15% of this amount has been collected from our Region.

If we were to create an ECD, the monies collected through the maximum 50 cent fee would be remitted in their entirety to this district. The major benefit from this, aside from all the funds collected in our region coming back to it, is that a long-range strategic plan could be adopted outlining future capital improvements and replacements for our dispatch centers based on a known and reliable stream of revenue. Under the present situation, we have no certainty of the amount of funding that the region will receive during any given biennium. This results in a lot of inefficiencies because long-term planning for capital equipment is difficult to do.

The other major benefit to be realized from having our own district is one of local control. Policy and budgetary matters would be decided by a Board of Directors consisting of local elected officials from entities served by NCTCOG's 9-1-1 Program. An initial ECD Board of Directors consisting of a representative from participating entities would meet to determine the size of the permanent Board, and the qualifications of its members. At least two-thirds of the initial Board members must be elected officials.



2834



North Central Texas Council Of Governments

The new law specifies that councils of governments, NCTCOG in our case, will continue as staff to the district. This assures that there will be no disruption to the current services provided to our citizens and businesses through the already existing dispatch centers.

The new law requires that the governing body of each entity now served by a councils of governments pass a resolution calling for the creation of an ECD. Many of our entities have already indicated an interest in doing so. Thus, the Regional Advisory Council is now reaching out to everyone to see if there is a broader interest in creating a district. Please use the enclosed form to let us know of your preference and/or if you would like to have a meeting to learn more about this matter and to get any questions answered. Also enclosed is a sample resolution, which can be used if you are ready to support the creation of an EDS. The final enclosure is a membership list for the Regional Advisory Committee. Please submit your response forms or resolutions to Mike Eastland, the NCTCOG Executive Director, using the contact information below. I would also encourage you to call me at 903-408-4146, if you have any questions. Other members of the Advisory Committee will be happy to receive inquiries.

Yours Truly,

John Horn  
County Judge, Hunt County  
Chair, 9-1-1 Regional Advisory Committee

Contact information for Mike Eastland is:  
Mailing Address: PO Box 5888, Arlington, Texas 76005  
Email Address: [meastland@nctcog.org](mailto:meastland@nctcog.org)  
Phone: 817-695-9101  
Fax: 817-704-2543

Enclosures:  
Questionnaire Form  
Resolution  
9-1-1 Regional Advisory Committee Membership List  
Frequently Asked Questions

COUNTY OF NAVARRO RESOLUTION

A RESOLUTION AUTHORIZING THE CREATION OF THE NORTH CENTRAL TEXAS REGIONAL 9-1-1 EMERGENCY COMMUNICATIONS DISTRICT

WHEREAS, Chapter 772, Subchapter H, of the Texas Health and Safety Code, cited as the Regional Emergency Communications District Act (the "act"), provides the creation of a Regional Emergency Communications District: and

WHEREAS, the act applies to a state planning region established under Chapter 391 of the Texas Local Government Code with a population of under 1.5 million, composed of counties and municipalities that operate a 9-1-1 system solely through a regional planning commission: and

WHEREAS, the Act requires that the governing bodies of each participating county and municipality in the region adopt a resolution approving the creation of the Regional Emergency Communications District (the "District"): and

WHEREAS, as of (xx xx, year), the County of Navarro receives 9-1-1 system services operated through the North Central Texas Council of Governments, a regional planning commission;

**NOW, THEREFORE, BE IT RESOLVED THAT THE COUNTY OF NAVARRO AUTHORIZES THE CREATION OF THE NORTH CENTRAL TEXAS REGIONAL 9-1-1 EMERGENCY COMMUNICATIONS DISTRICT**

Passed and approved on the \_\_\_ day of \_\_\_, 20xx at a regularly scheduled Commissioner's Court Meeting of the County of Navarro, Texas.

APPROVED:

\_\_\_\_\_

County Judge

ATTEST:

\_\_\_\_\_

**Emergency Communications District Questionnaire**

The County/City of \_\_\_\_\_ supports the creation of an Emergency Communications District and plans to consider the passage of a resolution in favor of the district.

The County/City of \_\_\_\_\_ is interested in the creation of an Emergency Communications District for North Central Texas, but wants to participate in a meeting to get more information before considering a resolution in favor of the District.

The County/City of \_\_\_\_\_ does not support the creation of an Emergency Communications District.

Please send your response by mail, email, or fax to:

Mike Eastland  
PO Box 5888, Arlington, Texas 76005  
Email Address: [meastland@nctcog.org](mailto:meastland@nctcog.org)  
Phone: 817-695-9101  
Fax: 817-704-2543

9-1-1 Regional Advisory Committee Members:

Chair: Judge John Horn (Hunt County)  
 Vice-Chair: Judge Bruce Woods (Kaufman County)  
 Major Pam Palmisano (Collin County Sheriff's Department)  
 Brett Latta (Navarro County Sheriff's Department)  
 Judge Craig Johnson (Wise County)  
 Chief Michael Jennings (City of Dublin)  
 Judge Danny Chambers (Somervell County)  
 Patrick Adams (City of Mineral Wells)  
 Sheriff Roger Deeds (Hood County)  
 Chief Mike Manning (Parker County)  
 Commissioner Jerry Stringer (Johnson County)  
 Chief Mark Poindexter (Rockwall County)  
 Chief Victor Kemp (Dallas County)  
 Chief Carl Smith (Ellis County)  
 Mayor Steve Terrell (City of Allen)  
 Chief Deputy Brian Peterson (Somervell County)

Term Expiration:

December 2016

Sheriff Rodger Deeds – Representing Hood County  
 Major Steve Terrell – Representing Urban County

December 2017

Patrick Adams – Representing Palo Pinto County  
 Judge John Horn – Representing Hunt County  
 Judge Bruce Woods – Representing Kaufman County

December 2018

Chief Mike Manning – Representing Parker County  
 Chief Mark Poindexter – Representing Rockwall County  
 Chief Victor Kemp – Representing Dallas County  
 Commissioner Jerry Stringer – Representing Johnson County  
 Judge Danny Chambers – Representing Somervell County  
 Chief Carl Smith – Representing Ellis County  
 Chief Deputy Brian Peterson – Representing Rural County

December 2019

Major Pam Palmisano - Representing Collin County  
 Captain Brett Latta - Representing Navarro County  
 Chief Michael Jennings – Representing Erath County  
 Judge Craig Johnson – Representing Wise County

## Creation of a Regional Emergency Communications District Frequently Asked Questions

### **What is a regional emergency communication district?**

A regional emergency communication district is composed of counties and municipalities that operate a 9-1-1 system solely through a council of governments/regional planning commission.

### **What is required to start the process of creating a regional emergency communication district?**

Each county and municipality currently provided 9-1-1 services by the North Central Texas Council of Governments (NCTCOG) must pass a resolution calling for the creation of a district.

### **How is a governing board formed?**

Once all resolutions have been submitted, a meeting will be called and a representative from each county and municipality will be invited to attend for the purpose of determining the appropriate size of a governing board and the qualifications of its members. (At least 2/3 of these representatives must be elected officials.)

### **What are the responsibilities and powers of the governing board?**

- To set policies for the district.
- Adopt an annual budget.
- Adopt bylaws, rules and procedures governing operation of the district.

### **How is the district staffed?**

NCTCOG remains responsible for the day to day administration and operations of the district with services to be provided by its professional 9-1-1 staff.

### **Does the creation of a district create another level of government with taxing power?**

- No, NCTCOG is already providing 9-1-1 support services to the same counties and municipalities that would be members of the district.
- No, the district by state law is prohibited from levying and collecting a tax.

### **How would the district be funded?**

The district would be funded by a maximum fee of \$.50 on telephone bills. All revenue would be remitted to the district.

### **How does this differ from the current funding method?**

- The \$.50 fee remains the same.
- The difference is all of the revenues would come directly to the district for 9-1-1 services.
- Currently, the revenues are sent to the State Comptroller and remain there until the Legislature appropriates them to the Commission on State Emergency Communications (CSEC) for disbursement to Councils of Governments across the state.
- The problem is the Legislature often does not appropriate all of the monies that have been collected from across the state, in fact, the state is holding approximately \$150 million dollars which could be used for 9-1-1 purposes as it is intended.

2839



# Document G701™ – 2001

## Change Order

PROJECT (Name and address): Restoration and Renovation of the Navarro County Courthouse 300 West 3rd Avenue Corsicana, TX 75110	CHANGE ORDER NUMBER: 018 DATE: 2-19-16	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Phoenix I Restoration and Construction, Ltd. 14032 Distribution Way Farmers Branch, Texas 75234	ARCHITECT'S PROJECT NUMBER: NAV-1009 CONTRACT DATE: December 23, 2013 CONTRACT FOR: General Construction 50-13-1352	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

COP # 061 - Main Entry Courthouse Stairs - \$9,977.49

COP # 062 - Restore lintels at Basement - \$3,027.95

TOTAL - \$ 13,005.35

The original Contract Sum was	\$ 8,915,500.00
The net change by previously authorized Change Orders	\$ 881,592.70
The Contract Sum prior to this Change Order was	\$ 9,797,092.70
The Contract Sum will be increased by this Change Order in the amount of	\$ 13,005.35
The new Contract Sum including this Change Order will be	\$ 9,810,098.05

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is 730 days from commencement

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

1113 Architects, Inc	Phoenix I Restoration and Construction, Ltd.	Navarro County
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
1506 S. Elm Street, Georgetown, Texas 78626	14032 Distribution Way, Farmers Branch, Texas 75234	300 West 3rd Avenue, Corsicana, TX 75110
ADDRESS	ADDRESS	ADDRESS
BY (Signature)		
(Typed name)	Dale C. Sellers (Typed name)	Judge H.M. Davenport (Typed name)
DATE	4-1-16 DATE	4-11-16 DATE



2840

## Change Order Proposal

**ARCHITECT:**

1113 Architects, Inc.  
1506 South Elm Street  
Georgetown, TX 78626

**Project:** Navarro County Courthouse

**Proposal Number:** 061

**Date of Issuance:** 1-19-16

**Date of Contract:** 12-23-13

**Owner:** Navarro County  
300 West 3<sup>rd</sup> Ave  
Corsicana, TX 75110

**Architect Project No.** NAV-1009

**Contractor Proj. No.** 13-1352

*This is not a change order or a directive to proceed with the work described in the proposed modifications.*

**DESCRIPTION:**

Restore main courthouse entry stairs.

Repoint Granite Joints (546 lf @ \$10.00/lf):	\$ 5,460.00
Replace Sealant Joints (48 lf @ \$5.00/lf):	\$ 240.00
Replace Expansion Joint with Ceva Joint (24 lf @ \$60.00/lf):	\$ 1,440.00
Paint Handrails (32 hr @ \$42.00/hr):	\$ 1,344.00
Misc. Paint Material:	<u>\$ 192.00</u>

Subtotal:	\$ 8,676.00
Phoenix I OH&P:	<u>\$ 1,301.40</u>

<b>Total Proposal Amount:</b>	<b><u>\$ 9,977.40</u></b>
-------------------------------	---------------------------

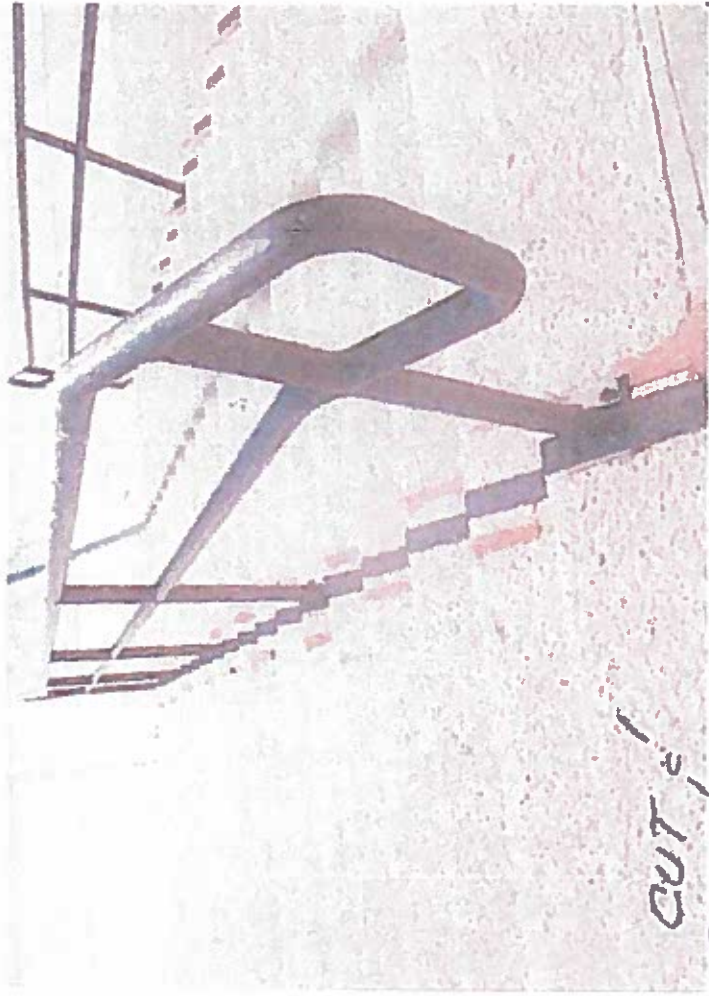
Approved By 1113: \_\_\_\_\_ Date: \_\_\_\_\_

Approved By Navarro County: \_\_\_\_\_ Date: \_\_\_\_\_

**Phoenix I Restoration and Construction, Ltd.**

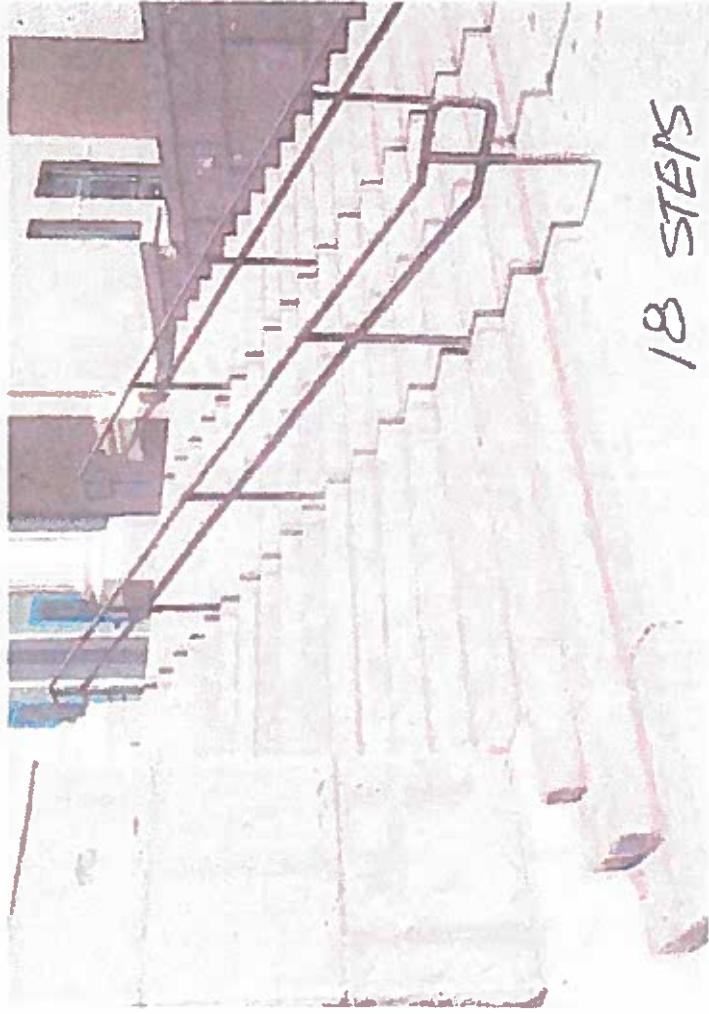
14032 Distribution Way, Farmer's Branch, TX 75234 • 214-902-0111 • 214-904-9635 (Fax)

NAVARRO C.C.H. MAIN ENTRANCE



CUT & REPOINT ALL JOINTS — APPROX. 546 LF.

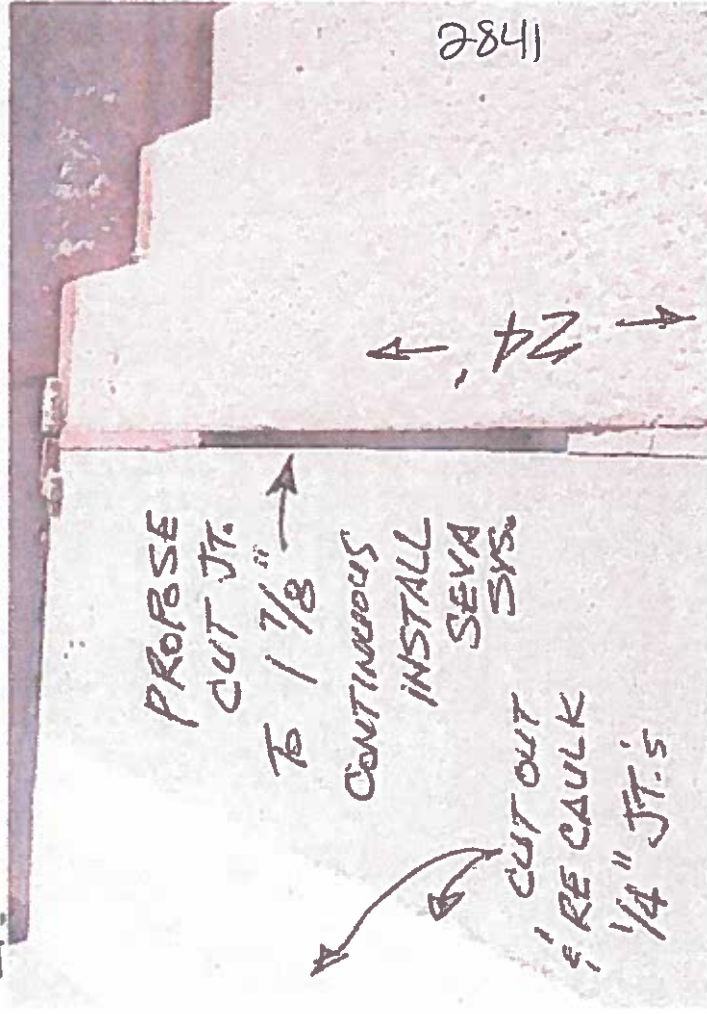
18 STEPS



18 STEPS



12" TREAD C" RISER



PROPOSE CUT JT. TO 1 7/8" CONTINUOUS INSTALL SEVA SYS. CUT OUT & RE CAULK 1/4" JTS.

2841

A, B, C





2842

## Change Order Proposal

**ARCHITECT:**

1113 Architects, Inc.  
1506 South Elm Street  
Georgetown, TX 78626

**Project:** Navarro County Courthouse

**Proposal Number:** 062

**Date of Issuance:** 1-19-16

**Date of Contract:** 12-23-13

**Owner:** Navarro County  
300 West 3<sup>rd</sup> Ave  
Corsicana, TX 75110

**Architect Project No.** NAV-1009

**Contractor Proj. No.** 13-1352

*This is not a change order or a directive to proceed with the work described in the proposed modifications.*

**DESCRIPTION:**

Restore steel lintels at Basement entry.

Replace Light Fixtures (3 ea @ \$525.00/ea):	\$ 1,575.00
Restore/Paint Lintels (22 hr @ \$42.00/hr):	\$ 924.00
Misc. Material:	<u>\$ 134.00</u>
<b>Subtotal:</b>	<b>\$ 2,633.00</b>
<b>Phoenix I OH&amp;P:</b>	<b><u>\$ 394.95</u></b>
<b>Total Proposal Amount:</b>	<b><u>\$ 3,027.95</u></b>

Approved By 1113: \_\_\_\_\_ Date: \_\_\_\_\_

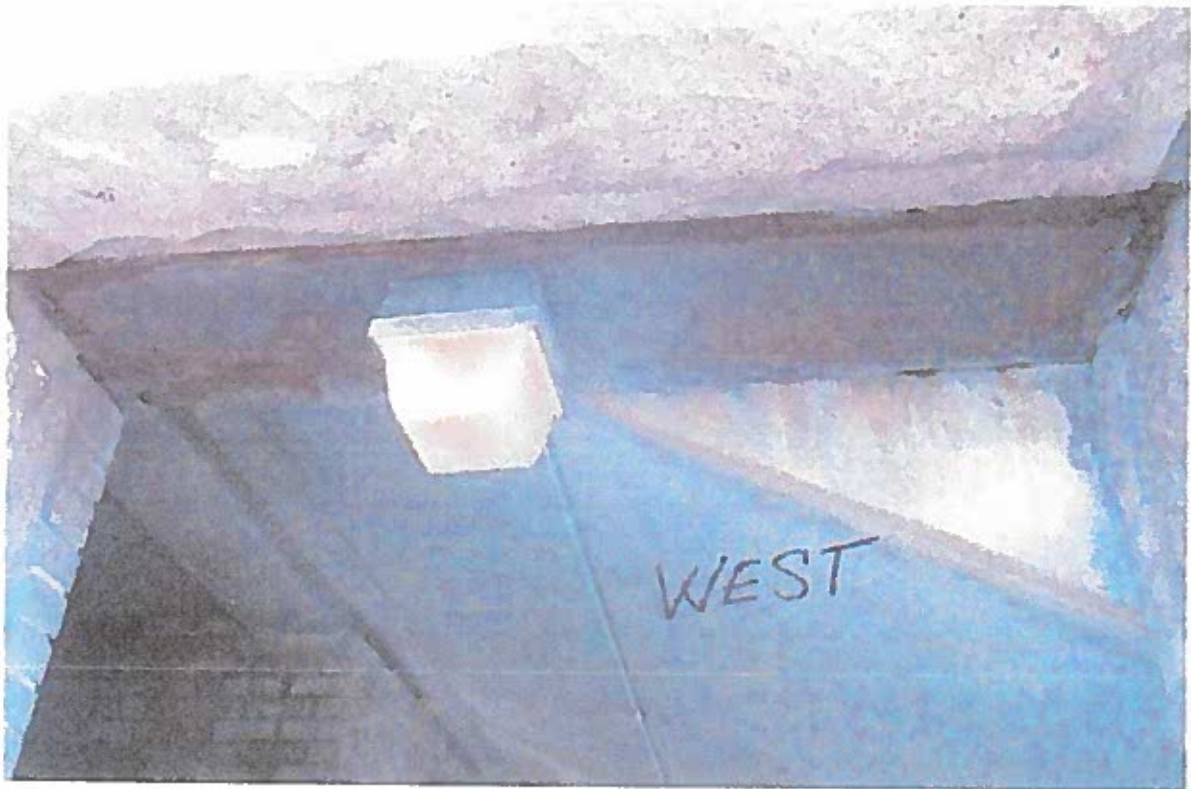
Approved By Navarro County: \_\_\_\_\_ Date: \_\_\_\_\_

**Phoenix I Restoration and Construction, Ltd.**

14032 Distribution Way, Farmer's Branch, TX 75234 • 214-902-0111 • 214-904-9635 (Fax)



NON HISTORIC MTL LINTLE



BASEMENT ENTRANCE

2844



## Madden Electric Services Inc.

---

DATE: 1/19/16

Attention: KYLE MONCRIEF

Reference: NAVARRO CCH

We are pleased to offer our Proposal for performing additional electrical work associated with the above referenced project. **\$1,575.00**

**We have included the following:**

1. Install 3 new LED light fixtures at Basement entry - \$525.00 per each

**The following clarifications pertain to this proposal.**

1. Pricing based on the following:
  - a. Pricing good for 30 days due to material price fluctuations

Respectfully Submitted,  
**Madden Electrical Services, Incorporated**

***John Madden***

V.P. Madden Electric Services Inc.

9870 North Poetry Lane, Terrell, Texas 75160  
Metro (214) 221-0151.....Phone/Fax (972) 524-4449  
HUB #1752658076000 / WBE #WFWB62897N0317 / TECL #25060  
[www.maddenelectricalservicesinc.com](http://www.maddenelectricalservicesinc.com)

#12

2845

# AIA® Document G701™ – 2001

## Change Order

<b>PROJECT (Name and address):</b> Restoration and Renovation of the Navarro County Courthouse 300 West 3rd Avenue Corsicana, TX 75110	<b>CHANGE ORDER NUMBER:</b> 019 <b>DATE:</b> 4-1-16	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR (Name and address):</b> Phoenix I Restoration and Construction, Ltd. 14032 Distribution Way Farmers Branch, Texas 75234	<b>ARCHITECT'S PROJECT NUMBER:</b> NAV-1009 <b>CONTRACT DATE:</b> December 23, 2013 <b>CONTRACT FOR:</b> General Construction 50-13-1352	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

COP# 063R1 - Jury Rail/Box \$8,803.25

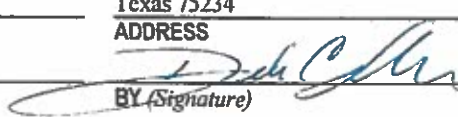

The original Contract Sum was	\$ 8,915,500.00
The net change by previously authorized Change Orders	\$ 894,598.05
The Contract Sum prior to this Change Order was	\$ 9,810,098.05
The Contract Sum will be increased by this Change Order in the amount of	\$ 8,803.25
The new Contract Sum including this Change Order will be	\$ 9,818,901.30

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is 730 days from commencement

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

1113 Architects, Inc	Phoenix I Restoration and Construction, Ltd.	Navarro County
_____ <b>ARCHITECT (Firm name)</b>	_____ <b>CONTRACTOR (Firm name)</b>	_____ <b>OWNER (Firm name)</b>
1506 S. Elm Street, Georgetown, Texas 78626	14032 Distribution Way, Farmers Branch, Texas 75234	300 West 3rd Avenue, Corsicana, TX 75110
_____ <b>ADDRESS</b>	_____ <b>ADDRESS</b>	_____ <b>ADDRESS</b>
_____ <b>BY (Signature)</b>	 _____ <b>BY (Signature)</b>	 _____ <b>BY (Signature)</b>
_____ <b>(Typed name)</b>	Dale C. Sellers _____ <b>(Typed name)</b>	Judge H.M. Davenport _____ <b>(Typed name)</b>
_____ <b>DATE</b>	4-1-16 _____ <b>DATE</b>	4-11-16 _____ <b>DATE</b>



2846

## Change Order Proposal

**ARCHITECT:**

1113 Architects, Inc.  
1506 South Elm Street  
Georgetown, TX 78626

**Project:** Navarro County Courthouse

**Proposal Number:** 063-R1

**Date of Issuance:** 2-19-16

**Date of Contract:** 12-23-13

**Owner:** Navarro County  
300 West 3<sup>rd</sup> Ave  
Corsicana, TX 75110

**Architect Project No.** NAV-1009

**Contractor Proj. No.** 13-1352

*This is not a change order or a directive to proceed with the work described in the proposed modifications.*

**DESCRIPTION:**

**Furnish and install new jury box for Courtroom 105 and new jury deliberation table for Room 106.**

<b>Subcontractor Price (Quote Attached):</b>	<b>\$ 5,530.00</b>
<b>Stain/Finish Labor (45 hr @ \$42.00/hr):</b>	<b>\$ 1,890.00</b>
<b>Misc. Material:</b>	<b><u>\$ 235.00</u></b>
<b>Subtotal:</b>	<b>\$ 7,655.00</b>
<b>Phoenix I OH&amp;P:</b>	<b><u>\$ 1,148.25</u></b>
 <b>Total Proposal Amount:</b>	 <b><u>\$ 8,803.25</u></b>

\_\_\_\_\_  
Approved By 1113:                      Date:

\_\_\_\_\_  
Approved By Navarro County:                      Date:

**Phoenix I Restoration and Construction, Ltd.**

14032 Distribution Way, Farmer's Branch, TX 75234 • 214-902-0111 • 214-904-9635 (Fax)

0847

**HULL HISTORICAL**  
ARCHITECTURAL MILLWORK

Quote

**Hull Historical**

201 Lipscomb St  
Fort Worth, Tx 76104  
(817) 332-1495  
[danielplata@brenthull.com](mailto:danielplata@brenthull.com)

DATE: February 2, 2016  
CLIENT: Navarro CCH

BY: Phoenix I Restoration & Construction  
14032 Distribution Way  
Farmers Branch, TX. 75234

BY: Navarro Extras

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
<del>1</del>	<del>Jury Deliberation Table</del>	<del>\$ 2,500.00</del>	<del>\$ 2,500.00</del>
1	Jury box pny wall: per wall	\$ 4,930.00	\$ 4,930.00
1	Jury box pny wall: per dais	\$ 600.00	\$ 600.00
		\$ -	\$ -
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		\$ -	\$ -
		SUBTOTAL	\$ 5,530.00

X \_\_\_\_\_  
CUSTOMER APPROVAL

\$5,530.00

Please Submit Signed Copy To: (817) 332-1496 , email [danielplata@brenthull.com](mailto:danielplata@brenthull.com)  
Orders Will Not Be Submitted Without Remittance

#13

0848



## Change Order Proposal

**ARCHITECT:**

1113 Architects, Inc.  
1506 South Elm Street  
Georgetown, TX 78626

**Project:** Navarro County Courthouse

**Proposal Number:** 066-R1

**Date of Issuance:** 4-4-16

**Date of Contract:** 12-23-13

**Owner:** Navarro County  
300 West 3<sup>rd</sup> Ave  
Corsicana, TX 75110

**Architect Project No.** NAV-1009

**Contractor Proj. No.** 13-1352

*This is not a change order or a directive to proceed with the work described in the proposed modifications.*

**DESCRIPTION:**

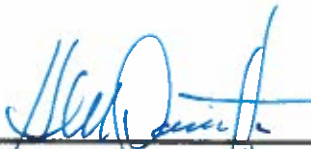
**Railing extensions at 3<sup>rd</sup> Floor Rotunda.**

<b>Railing Fab/Install Price:</b>	<b>\$ 1,500.00</b>
<b>Laser Cutting Price (preferred method for clean lines):</b>	<b>\$ 1,200.00</b>
<b>Shop Drawings/Field Measurements:</b>	<b>\$ 350.00</b>
<b>Paint Railings - Labor (10 hrs @ \$42.00/hr):</b>	<b>\$ 420.00</b>
<b>Misc. Paint Material:</b>	<b>\$ <u>70.00</u></b>

<b>Subtotal:</b>	<b>\$ 3,540.00</b>
<b>Phoenix I OH&amp;P:</b>	<b>\$ <u>531.00</u></b>

**Total Proposal Amount:** **\$ 4,071.00**

Approved By 1113: \_\_\_\_\_ Date: \_\_\_\_\_

 4-11-16  
Approved By Navarro County: \_\_\_\_\_ Date: \_\_\_\_\_

**Phoenix I Restoration and Construction, Ltd.**

14032 Distribution Way, Farmer's Branch, TX 75234 • 214-902-0111 • 214-904-9635 (Fax)

# QUOTATION

2849



Contractors Iron & Steel Co. LLC  
2601 H. Beckley • Dallas, Texas 75208 1999  
214-742-6617 • Fax 214-742-3615

April 4, 2016  
Phoenix I Restoration and Construction, Ltd.  
14032 Distribution Way  
Farmers Branch, TX 75234

RE: Restoration and Renovation of the Navarro County Courthouse

Phoenix Job Number 50-13-1352

Pricing for ornamental railing brackets and rolled bar stock top rail at rolled rotunda (all holes/bolts and tapping by Phoenix)

8-Plasma cut custom plates \$ 592.00 (see optional add)

Top rolled plates \$ 160.00

Rolling of top plates \$ 150.00 (minimum)

8-each backing brackets \$ 24.00

Shop labor \$ 384.00 (buff/ease edges)

Field Bolts \$70.00

Delivery \$ 120.00

Total \$ 1,500.00

Optional pricing:

Add to laser cut all plates and laser cut all holes in steel listed above Add \$ 290.00

Add to field tap and drill all holes \$ 910.00

Shop drawings \$ 350.00 (for burn files)

Field Paint and painting by Phoenix

Please add optional pricing to base pricing.

\*All pricing has 10% markup included

Sincerely,

Mark Hestwood



#14

2850

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW  
DIRECTOR  
DAVID G. BAKER  
ROBERT J. BODISCH, SR.  
DEPUTY DIRECTORS



COMMISSION  
A. CYNTHIA LEON, CHAIR  
MANNY FLORES  
FAITH JOHNSON  
STEVEN P. MACH  
RANDY WATSON

6 April 2016

The Honorable H.M. Davenport  
County Judge  
Navarro County  
601 North 13<sup>th</sup> Street, Suite 6  
Corsicana, TX 75110  
DUNS Number: 071371363

RE: Public Assistance Grant, DR 4245 Severe Storms  
Catalog of Federal Domestic Assistance (CFDA) number 97.036  
FEMA Project Number PA-06-TX-4245-PW- 00024(0)  
Project Title: NAV303C - Pct. 3 Roads  
Period of Performance: 25 November 2015 to 25 May 2017

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

PA-06-TX-4245-PW-00024(0)						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	23 March 2016	\$45,775.56	75%	\$34,331.67	25%	\$11,443.89

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

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

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

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

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

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

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

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

 _____ Designated Subrecipient Agent	_____ 4-11-16 Date
---	--------------------------

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

If you have any questions please contact Irma Vera at (713) 750-8262 or email at [irma.vera@ey.com](mailto:irma.vera@ey.com).

ATTACHMENTS: Scope of Work  
Terms and Conditions

<b>PA-06-TX-4245-PW-00024(0)</b> <u>P</u>	
<b>Applicant Name:</b> NAVARRO (COUNTY)	<b>Application Title:</b> NAV303C Pct. 3 Roads
<b>Period of Performance Start:</b> 11-25-2015	<b>Period of Performance End:</b> 05-25-2017

<b>Bundle Reference # (Amendment #)</b> PA-06-TX-4245-PW-00024(17)	<b>Date Awarded</b> 03-23-2016
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### Subgrant Application - FEMA Form 90-91

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

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET								
<b>DISASTER</b>		<b>PROJECT NO.</b>		<b>PA ID NO.</b>	<b>DATE</b>	<b>CATEGORY</b>		
FEMA	4245	-	DR	-TX	NAV303C		349-99349-00	03-09-2016
<b>APPLICANT: NAVARRO (COUNTY)</b>				<b>WORK COMPLETE AS OF:</b>				
				01-29-2016 : 0 %				
Site 1 of 8								
<b>DAMAGED FACILITY:</b>				<b>COUNTY: Navarro</b>				
SE-CR2010								
<b>LOCATION:</b>				<b>LATTITUDE:</b>	<b>LONGITUDE:</b>			
PA-06-TX-4245-PW-00024(0): SE-CR2010 0.05 miles south of Hwy. 287 Navarro County Texas				32.03662	-96.38672			
32.03662 -96.38672								
Current Version:								
<b>DAMAGE DESCRIPTION AND DIMENSIONS:</b>								
PA-06-TX-4245-PW-00024(0): During the incident period from Oct. 22 through Oct. 31, Navarro County suffered damages to their county maintained roads due to severe storms, tornadoes, straight-line winds and flooding and extended periods of standing water.								
Subgrantee sustained damages to the area at the SE-CR2010 (Road Miles: 2.0) due to severe storms, heavy rain fall and high velocity flooding, the damages include:								
High velocity flooding over topped the unpaved roadway eroding and washing away 987ft x 20ft x 3 inches/27 = 182.8CY road surface (limestone aggregate/select fill)								
Current Version:								
<b>SCOPE OF WORK:</b>								
PA-06-TX-4245-PW-00024(0): The Subgrantee will utilize Force Account Labor, Force Account Equipment and Materials to rebuild this location to its pre-disaster design, function, and capacity.								
Work To Be Completed: Force Account Labor will rebuild and reestablish this location by: -Replace the limestone aggregate road surface, FEMA Cost Code 3011 at \$27.20/CY (aggregate surface) 987ft x 20ft x 3 inches/27 = 182.8CY x \$27.20 = \$4,972.16								
Site 1 Summary: \$4,972.16								

**PROJECT SPECIFIC COMMENT:****Direct Administrative Costs:**

Subgrantee is claiming DAC directly tied directly to this project worksheet;

- David "Butch" Warren, Navarro County Pct. 3 Commissioner \$44.08 (Fringe Included) x (6) hours = \$264.48
- Julie Ferguson, Navarro County Administrative Assistant \$29.14 (Fringe Included) x (1) hours = \$29.14
- Pick-up truck 8802 at \$26.00/hour x (6) = \$156.00

DAC Total: \$449.62

The Navarro County Road Department has (4) separate precincts or areas with the responsibility to maintain and repair the farm and ranch land roads. This project worksheet will be written to capture the road damages within Precinct 3, road maintenance records can be found at Navarro County Road Department office.

Some of the roads captured on this project had damages associated with DR-4223-TX, the projects written for DR-4223-TX is for Work Completed, the road damages written on this project worksheet will only be for Work To Be Completed. Damages for DR-4223-TX will not be included in the damages for DR-4245-TX. Note: The question; Was this site previously damaged? Will be answered Yes, because somewhere on these roads have been previously damaged and will be addressed for this disaster or the previous disaster.

**FEMA Cost Codes:**

The Subgrantee and the Project Specialist agreed to use the FEMA Cost Codes at the time the PW was formulated, since the documentation to support the actual costs were not available. As stated in Public Assistance Pocket Guide, "If the Subgrantee has not produced cost data within 2 weeks of the site inspection, the Project Specialist will prepare the PW on the basis of an estimate for the work accomplished."

**GENERAL COMMENTS:**

**WORK TO BE COMPLETED:** Upon completion, this site will be returned to its original design, function and capacity within the original footprint. Acquiring all necessary Federal, State, and local permits is required for Federal Funding. Noncompliance with this requirement may jeopardize the receipt of Federal funds

**FEDERAL AID ROADS:** Project Specialist has validated that none of the sites in this project are listed on the Federal Functional Classification System as Major Collectors, Minor Arterials, Principal Arterials, or Interstate, receiving federal funding.

**ROAD PROJECTS (FIRMette Requirement):** Any road being repaired to pre-disaster design, function, capacity that does not include a hazard mitigation proposal, will not require a FIRMette. If any work to repair the road requires work outside the original footprint a FIRMette will be required.

**SMALL PROJECTS, ANY CATEGORY:** For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest pg. 121.) FEMA does not perform final inspections on small projects; however, the state must certify compliance. The applicant does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run). A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects.

**SMALL PROJECT CHANGE REQUEST:** Change requests to small project worksheets will not be approved unless there is a change in the approved scope of work. This change must be approved prior to the construction. If after completion of all small projects the applicant incurs a significant net small project overrun, the applicant must file an appeal within 60 day of completion of the applicant's last small project. All requests must be submitted through the grantee.

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

**HAZARD MITIGATION PROPOSAL:** Hazard Mitigation under section 406 has been considered for this project and due to the type of work or project, effective mitigation is not feasible within the requirements of 44 CFR 206 226(c).

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

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

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

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

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

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

**COST BASIS FOR LABOR, EQUIPMENT AND MATERIALS:** Costs used to formulate this project were based on: FEMA Cost Codes and Calculation and Conversion template

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

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

By accepting this grant the Applicant to the best of their ability acknowledges that all damages described within this Sub-grant Application and all associated costs being claimed were a direct result of the declared event, and in connection with the incident period of Oct. 22 through Oct. 31 with the exception of requests for alternate or improved projects.

Current Version:

Site 2 of 8

**DAMAGED FACILITY:**

SE-CR240

COUNTY: Navarro

**LOCATION:**

PA-06-TX-4245-PW-00024(0):  
SE-CR240  
0.43 miles north of CR1090  
Navarro County Texas

LATITUDE:  
32.023503

LONGITUDE:  
-96.83353

32.023503 -96.83353

Current Version:

**DAMAGE DESCRIPTION AND DIMENSIONS:**

PA-06-TX-4245-PW-00024(0):  
During the incident period from Oct. 22 through Oct. 31, Navarro County suffered damages to their county maintained roads due to severe storms, tornadoes, straight-line winds and flooding and extended periods of standing water.

Subgrantee sustained damages to the area at the SE-CR240 (Road Miles: 1.5) due to severe storms, heavy rain fall and high velocity flooding, the damages include:

- High velocity flooding over topped the unpaved roadway eroding and washing away 784ft x 18ft x 3 inches/27 = 130.7CY road surface (limestone aggregate/select fill)
- High velocity flooding over topped the unpaved roadway at a culvert eroding and washed away 30ft x 18ft x 1ft/27 = 20.0CY rock fill around the culvert (culvert not damaged)

Current Version:

**SCOPE OF WORK:**

PA-06-TX-4245-PW-00024(0):  
The Subgrantee will utilize Force Account Labor, Force Account Equipment and Materials to rebuild this location to its pre-disaster design, function, and capacity.

Work To Be Completed:

Force Account Labor will rebuild and reestablish this location by:

- Replace the limestone aggregate road surface, FEMA Cost Code 3011 at \$27.20/CY (aggregate surface) 784ft x 18ft x 3 Inches/27 = 130.7CY x \$27.20 = \$3,555.04
- Replace the rock fill, FEMA Cost Code 3051 at \$26.85/CY (rock fill) 30ft x 18ft x 1ft/27 = 20.0CY x \$26.85 = \$537.00

\$3,555.04 + \$537.00 = \$4,092.04

Site 2 Summary: \$4,092.04

Current Version:			
Site 3 of 8			
DAMAGED FACILITY:		COUNTY: Navarro	
SE-CR2120			
LOCATION:		LATITUDE:	LONGITUDE:
PA-06-TX-4245-PW-00024(0): SE-CR2120 0.87 miles south of CR3243 Navarro County Texas  31.99550 -96.36439		31.9955	-96.36439
Current Version:			
DAMAGE DESCRIPTION AND DIMENSIONS:			
PA-06-TX-4245-PW-00024(0): During the incident period from Oct. 22 through Oct. 31, Navarro County suffered damages to their county maintained roads due to severe storms, tornadoes, straight-line winds and flooding and extended periods of standing water.  Subgrantee sustained damages to the area at the SE-CR2120 (Road Miles: 1.0) due to severe storms, heavy rain fall and high velocity flooding, the damages include: •High velocity flooding over topped the unpaved roadway eroding and washing away 298ft x 16ft x 3 inches/27 = 44.1CY road surface (limestone aggregate/select fill) •High velocity flooding over topped the unpaved roadway at (3) culverts eroding and washing away 50ft x 5ft x 4ft/27 = 37.0CY rock fill around the culverts (culverts not damaged)			
Current Version:			
SCOPE OF WORK:			
PA-06-TX-4245-PW-00024(0): The Subgrantee will utilize Force Account Labor, Force Account Equipment and Materials to rebuild this location to its pre-disaster design, function, and capacity.  Work To Be Completed: Force Account Labor will rebuild and reestablish this location by: •Replace the limestone aggregate road surface, FEMA Cost Code 3011 at \$27.20/CY (aggregate surface) 298ft x 16ft x 3 inches/27 = 44.1CY x \$27.20 = \$1,199.52 •Replace the rock fill, FEMA Cost Code 3051 at \$26.85/CY (rock fill) 50ft x 5ft x 4ft/27 = 37.0CY x \$26.85 = \$993.45  \$1,199.52 + \$993.45 = \$2,192.97  Site 3 Summary: \$2,192.97			
Current Version:			
Site 4 of 8			
DAMAGED FACILITY:		COUNTY: Navarro	
SE-CR1090			
LOCATION:		LATITUDE:	LONGITUDE:
PA-06-TX-4245-PW-00024(0): SE-CR1090 0.52 miles east of CR1020 Navarro County Texas  31.95214 -96.35955		31.95214	-96.35955
Current Version:			
DAMAGE DESCRIPTION AND DIMENSIONS:			
PA-06-TX-4245-PW-00024(0): During the incident period from Oct. 22 through Oct. 31, Navarro County suffered damages to their county maintained roads due to severe storms, tornadoes, straight-line winds and flooding and extended periods of standing water.  Subgrantee sustained damages to the area at the SE-CR1090 (Road Miles: 4.5) due to severe storms, heavy rain fall and high velocity flooding, the damages include: •High velocity flooding over topped the unpaved roadway eroding and washing away 875ft x 16ft x 3 inches/27 = 129.6CY road surface			

(limestone aggregate/select fill)  
 •High velocity flooding over topped the concrete pavement at a culvert undermining the rock fill between the culvert and concrete pavement resulting in the collapse of the concrete pavement 30ft x 10ft x 0.5ft/27 = 5.6CY and washing away 30ft x 10ft x 1ft/27 = 11.1CY rock fill around the culvert (culvert not damaged)

Current Version:

**SCOPE OF WORK:**

PA-06-TX-4245-PW-00024(0):

The Subgrantee will utilize Force Account Labor, Force Account Equipment and Materials to rebuild this location to its pre-disaster design, function, and capacity.

Work To Be Completed:

Force Account Labor will rebuild and reestablish this location by:

•Replace the limestone aggregate road surface, FEMA Cost Code 3011 at \$27.20/CY (aggregate surface) 875ft x 16ft x 3 inches/27 = 129.6CY x \$27.20 = \$3,525.12

•Replace the concrete roadway, FEMA Cost Code 3200 at \$150.00/CY (concrete pavement) 30ft x 10ft x 0.5ft/27 = 5.6CY x \$150.00 = \$840.00

•Replace the rock fill, FEMA Cost Code 3051 at \$26.85/CY (rock fill) 30ft x 10ft x 1ft/27 = 11.1CY x \$26.85 = \$298.04

\$3,525.12 + \$840.00 + \$298.04 = \$4,663.16

Site 4 Summary: \$4,663.16

Current Version:

Site 5 of 8

**DAMAGED FACILITY:**

COUNTY: Navarro

SE-CR1080

**LOCATION:**

LATITUDE:  
31.96897

LONGITUDE:  
-96.38025

PA-06-TX-4245-PW-00024(0):

SE-CR1080

4.5 miles south of Shady Creek Lane  
Navarro County Texas

31.96897 -96.38025

Current Version:

**DAMAGE DESCRIPTION AND DIMENSIONS:**

PA-06-TX-4245-PW-00024(0):

During the incident period from Oct. 22 through Oct. 31, Navarro County suffered damages to their county maintained roads due to severe storms, tornadoes, straight-line winds and flooding and extended periods of standing water.

Subgrantee sustained damages to the area at the SE-CR1080 (Road Miles: 6.0) due to severe storms, heavy rain fall and high velocity flooding, the damages include:

•High velocity flooding over topped the unpaved roadway eroding and washing away 2,821ft x 16ft x 3 inches/27 = 417.9CY road surface (limestone aggregate/select fill)

•High velocity flooding over topped the unpaved roadway at (3) culverts eroding and washing away 6ft x 2ft x 2ft/27 = 0.9CY rock fill around the culverts (culverts not damaged)

Current Version:

**SCOPE OF WORK:**

PA-06-TX-4245-PW-00024(0):

The Subgrantee will utilize Force Account Labor, Force Account Equipment and Materials to rebuild this location to its pre-disaster design, function, and capacity.

Work To Be Completed:

Force Account Labor will rebuild and reestablish this location by:

•Replace the limestone aggregate road surface, FEMA Cost Code 3011 at \$27.20/CY (aggregate surface) 2,821ft x 16ft x 3 inches/27 = 417.9CY x \$27.20 = \$11,366.88

•Replace the rock fill, FEMA Cost Code 3051 at \$26.85/CY (rock fill) 6ft x 2ft x 2ft/27 = 0.9CY x \$26.85 = \$24.17

\$11,366.88 + \$24.17 = \$11,391.05

Site 5 Summary: \$11,391.05

Current Version:

Site 6 of 8			
<b>DAMAGED FACILITY:</b> SE-CR1060		<b>COUNTY:</b> Navarro	
<b>LOCATION:</b> PA-06-TX-4245-PW-00024(0): SE-CR1060 0.28 miles east of CR1020 Navarro County Texas  31.98665 -96.39727  Current Version:		<b>LATITUDE:</b> 31.98665	<b>LONGITUDE:</b> -96.39727
<b>DAMAGE DESCRIPTION AND DIMENSIONS:</b>  PA-06-TX-4245-PW-00024(0): During the incident period from Oct. 22 through Oct. 31, Navarro County suffered damages to their county maintained roads due to severe storms, tornadoes, straight-line winds and flooding and extended periods of standing water.  Subgrantee sustained damages to the area at the SE-CR1060 (Road Miles: 1.4) due to severe storms, heavy rain fall and high velocity flooding, the damages include: •High velocity flooding over topped the unpaved roadway eroding and washing away 1,057ft x 16ft x 3 inches/27 = 156.6CY road surface (limestone aggregate/select fill)  Current Version:			
<b>SCOPE OF WORK:</b>  PA-06-TX-4245-PW-00024(0): The Subgrantee will utilize Force Account Labor, Force Account Equipment and Materials to rebuild this location to its pre-disaster design, function, and capacity.  Work To Be Completed: Force Account Labor will rebuild and reestablish this location by: •Replace the limestone aggregate road surface, FEMA Cost Code 3011 at \$27.20/CY (aggregate surface) 1,057ft x 16ft x 3 inches/27 = 156.6CY x \$27.20 = \$4,259.52  Site 6 Summary: \$4,259.52  Current Version:			
Site 7 of 8			
<b>DAMAGED FACILITY:</b> SW-CR1040		<b>COUNTY:</b> Navarro	
<b>LOCATION:</b> PA-06-TX-4245-PW-00024(0): SW-CR1040 0.40 miles east of CR1020 Navarro County Texas  31.99742 -96.40314  Current Version:		<b>LATITUDE:</b> 31.99742	<b>LONGITUDE:</b> -96.40314
<b>DAMAGE DESCRIPTION AND DIMENSIONS:</b>  PA-06-TX-4245-PW-00024(0): During the incident period from Oct. 22 through Oct. 31, Navarro County suffered damages to their county maintained roads due to severe storms, tornadoes, straight-line winds and flooding and extended periods of standing water.  Subgrantee sustained damages to the area at the SW-CR1040 (Road Miles: 1.5) due to severe storms, heavy rain fall and high velocity flooding, the damages include: •High velocity flooding over topped the unpaved roadway eroding and washing away 2,040ft x 16ft x 3 inches/27 = 302.2CY road surface (limestone aggregate/select fill)  Current Version:			
<b>SCOPE OF WORK:</b>  PA-06-TX-4245-PW-00024(0):			



The Subgrantee will utilize Force Account Labor, Force Account Equipment and Materials to rebuild this location to its pre-disaster design, function, and capacity.

**Work To Be Completed:**

Force Account Labor will rebuild and reestablish this location by:

•Replace the limestone aggregate road surface, FEMA Cost Code 3011 at \$27.20/CY (aggregate surface) 2,040ft x 16ft x 3 inches/27 = 302.2CY x \$27.20 = \$8,219.84

Site 7 Summary: \$8,219.84

Current Version:

Site 8 of 8

<b>DAMAGED FACILITY:</b>	<b>COUNTY:</b> Navarro
SW-CR2386	

<b>LOCATION:</b>	<b>LATITUDE:</b>	<b>LONGITUDE:</b>
PA-06-TX-4245-PW-00024(0): SW-CR2386 0.72 miles south of CR2380 Navarro County Texas	31.85935	-96.38541
31.85935 -96.38541		
Current Version:		

**DAMAGE DESCRIPTION AND DIMENSIONS:**

PA-06-TX-4245-PW-00024(0):  
During the incident period from Oct. 22 through Oct. 31, Navarro County suffered damages to their county maintained roads due to severe storms, tornadoes, straight-line winds and flooding and extended periods of standing water.

Subgrantee sustained damages to the area at the SW-CR2386 (Road Miles: 1.25) due to severe storms, heavy rain fall and high velocity flooding, the damages include:  
•High velocity flooding over topped the unpaved roadway eroding and washing away 1,221ft x 18ft x 3 inches/27 = 203.5CY road surface (limestone aggregate/select fill)

Current Version:

**SCOPE OF WORK:**

PA-06-TX-4245-PW-00024(0):  
The Subgrantee will utilize Force Account Labor, Force Account Equipment and Materials to rebuild this location to its pre-disaster design, function, and capacity.

**Work To Be Completed:**  
Force Account Labor will rebuild and reestablish this location by:  
•Replace the limestone aggregate road surface, FEMA Cost Code 3011 at \$27.20/CY (aggregate surface) 1,221ft x 18ft x 3 inches/27 = 203.5CY x \$27.20 = \$5,535.20

Site 8 Summary: \$5,535.20

Current Version:

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

**PROJECT COST**

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work To Be Completed			
1	9888	Site 1 SE-CR2010 Work To Be Completed	1/LS	\$ 4,972.16	\$ 4,972.16
2	9888	Site 2 SE-CR240 Work To Be Completed	1/LS	\$ 4,092.04	\$ 4,092.04

3	9888	Site 3 SE-CR2120 Work To Be Completed	1/LS	\$ 2,192.97	\$ 2,192.97
4	9888	Site 4 SE-CR1090 Work To Be Completed	1/LS	\$ 4,663.16	\$ 4,663.16
5	9888	Site 5 SE-CR1080 Work To Be Completed	1/LS	\$ 11,391.05	\$ 11,391.05
6	9888	Site 6 SE-CR1060 Work To Be Completed	1/LS	\$ 4,259.52	\$ 4,259.52
7	9888	Site 7 SW-CR1040 Work To Be Completed	1/LS	\$ 8,219.84	\$ 8,219.84
8	9888	Site 8 SW-CR2386 Work To Be Completed	1/LS	\$ 5,535.20	\$ 5,535.20
		Direct Subgrantee Admin Cost			
9	9901	Direct Administrative Costs (Subgrantee)	1/LS	\$ 449.62	\$ 449.62
				<b>TOTAL COST</b>	<b>\$ 45,775.56</b>
PREPARED BY ROBERT CARTER			TITLE PROJECT SPECIALIST	SIGNATURE <i>Robert Carter</i>	
APPLICANT REP. <i>H. M. Davenport, Jr.</i>			TITLE <i>CO. Judge</i>	SIGNATURE <i>[Signature]</i>	

## GRANT TERMS AND CONDITIONS

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

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

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

- A. **Standard of Performance.** Subrecipient shall perform all activities as approved by DPS/TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
  2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
  3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
  4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
  5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
  6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
  7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
- B. **Failure to Perform.** In the event Subrecipient fails to implement the project(s) entered and approved in the DPS/TDEM web-based grants management system, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.
- C. **Funding Obligations.** DPS/TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/TDEM under this Grant shall not exceed the Total Award Amount listed on the Grant Subrecipient Award.
  2. Subrecipient shall contribute the match funds listed on the Grant Subrecipient Award.

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

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

E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements.**

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

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications
- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

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

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

and the program State Administrative Plan, available at:

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

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

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

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

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

**G. Restrictions and General Conditions.**

1. **Use of Funds.** DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
2. **Federal Employee Prohibition.** Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. **Points of Contacts.** Within 30 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change or correction to the Designation of Applicant's Agent, chief elected official, program, and/or financial points of contact in the DPS/TDEM grant management system.
4. **DUNS Number.** Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number

- established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>
5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) or other federally established site for contractor registration, and entered DPS/TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
  6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
    - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
    - b. Where and when to report: Subrecipient shall report executive total compensation at [www.sam.gov](http://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 suspending those persons deemed irresponsible in their dealings with the Federal government.
  8. Direct Deposit. If Subrecipient has not received reimbursements from DPS/TDEM within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/TDEM. Completed direct deposit forms from Subrecipient shall be emailed to TDEM project officer. The email subject line and attachment name shall include the subrecipient name and identify the document attached (i.e. "Sample County DD form"). The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>.
  9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.

10. **Site Visits.** DHS and/or DPS/TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

**H. Procurement and Contracting.**

1. **Procurements.** Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318
2. **Contract Provisions.** All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
  - a. Procurement by micro purchase
  - b. Procurement by small purchase
  - c. Procurement by sealed bid
  - d. Procurement by competitive proposal
  - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

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

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

**Must negotiate profit as a separate element where required.**

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

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

**J. Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A-133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit DPS/TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.
4. **Subrecipient's Facilitation of Audit.** Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. **State Auditor's Clause.** Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.



**K. Retention and Accessibility of Records.**

1. **Retention of Records.** Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, of Part 200 UGMS §.42, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.
2. **Access to Records.** Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

**L. Changes, Amendments, Suspension or Termination**

1. **Modification.** FEMA or DPS/TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. **Effect of Changes in Federal and State Laws.** Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.
3. **Suspension.** In the event Subrecipient fails to comply with any term of this Grant, DPS/TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. **Termination.** DPS/TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/TDEM shall provide written notice of the termination and include:
  - a. The reason(s) for such termination;
  - b. The effective date of such termination; and
  - c. In the case of partial termination, the portion of this Grant to be terminated.
  - d. Appeal may be made to the Deputy Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

- M. **Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application,

a notice of award, or elsewhere, DPS/TDEM or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by DPS/TDEM or DHS;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

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

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

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

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

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O. 12549. 2 C.F.R., Appendix II to Part 200, (I).

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

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

The closeout of this Grant does not affect:

1. DHS or DPS/TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

**EXHIBIT A****ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B**

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

**EXHIBIT B****ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D**

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

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

## Exhibit C

### Certifications for Grant Agreements

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

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
  1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to [www.sam.gov](http://www.sam.gov) and the State Debarred Vendor List at: [www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred).
  2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
  4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
  5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

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## EXHIBIT D

### State of Texas Assurances

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

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section \_\_36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.



**EXHIBIT E****Environmental Review**

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

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

**EXHIBIT F****Additional Grant Conditions**

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Kickoff meeting with the State- Federal team.
2. All work must be done prior to the approved project completion deadline assigned to each Project. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding.
4. The Project Completion and Certification Report must be returned to TDEM once all the approved work has been completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report.
5. A cost overrun appeal on small (\$120,000.00) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by completing the "Payment of Funds" request and including documentation supporting your request. In the event that an audit results in a reduction of the awarded amount of a project, the subrecipient is responsible for returning the identified overage within 30 days of notification of the overpayment. Small Public Assistance projects are paid upon obligation and the receipt of all required documentation. Payments must be requested at least quarterly if expenditures have been made in that quarter.
9. Projects that have not received final payment will be reviewed quarterly by TDEM representatives upon receipt of the Quarterly Review form from the subrecipient. Quarterly reports will be due on the following dates: **March 15th, June 15th, September 15th & December 15th.** Public Assistance program small projects are exempted.
10. Subrecipient with must submit a project cost summary to TDEM following the completion of each project, except Public Assistance program small projects. The project cost summary must list all labor, equipment, materials and contract costs associated with making needed repairs.
11. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted

to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

12. Completed record and cost documents for all approved work must be for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.
13. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
14. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.

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**EXHIBIT G**

**Additional Grant Certifications**

**Match Certification**

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

**Duplication of Program Statement**

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

**For Hazard Mitigation Projects Only:**

**Maintenance Agreement**

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

**Environmental Justice Statement**

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

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.

OR

2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

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# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW  
DIRECTOR  
DAVID G. BAKER  
ROBERT J. BODISCH, SR.  
DEPUTY DIRECTORS



COMMISSION  
A. CYNTHIA LEON, CHAIR  
MANNY FLORES  
FAITH JOHNSON  
STEVEN P. MACH  
RANDY WATSON

6 April 2016

The Honorable H.M. Davenport  
County Judge  
Navarro County  
601 North 13<sup>th</sup> Street, Suite 6  
Corsicana, TX 75110  
DUNS Number: 071371363

RE: Public Assistance Grant, DR 4245 Severe Storms  
Catalog of Federal Domestic Assistance (CFDA) number 97.036  
FEMA Project Number PA-06-TX-4245-PW- 00008(0)  
Project Title: NAV308C - Pct. 3 Roads & Culverts  
Period of Performance: 25 November 2015 to 25 May 2017

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

PA-06-TX-4245-PW-00008(0)						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	23 March 2016	\$64,817.41	75%	\$48,613.06	25%	\$16,204.35

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

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

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

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

P	
Applicant Name: NAVARRO (COUNTY)	Application Title: NAV308C Pct. 3 Roads & Culverts
Period of Performance Start:	Period of Performance End: 05-25-2017

**Subgrant Application - Entire Application**

Application Title: NAV308C Pct 3 Roads & Culverts  
 Application Number:  
 Application Type: Subgrant Application (PWW)

Bundle Reference # (Amendment #)	Date Awarded

**Subgrant Application - FEMA Form 90-91**

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET					
DISASTER	PROJECT NO.	PA ID NO.	DATE	CATEGORY	
FEMA 4245 - DR -TX	NAV308C	349-99349-00	02-16-2016	C	
APPLICANT: NAVARRO (COUNTY)			WORK COMPLETE AS OF: 01-29-2016 : 44 %		
Site 1 of 3					
DAMAGED FACILITY:			COUNTY: Navarro		
SE-CR2380					
LOCATION:			LATITUDE:	LONGITUDE:	
Current Version: SE-CR2380 1.35 miles west of CR2340 Navarro County Texas 31.871795 -96.385584			31.871795	-96.385584	
DAMAGE DESCRIPTION AND DIMENSIONS:					
Current Version: Subgrantee sustained damages to SE-CR2380 (Road Miles: 6) due to severe storms, heavy rain fall and high velocity flooding and extended periods of standing water during the incident period 10/22/15 to 10/31/15. At this location the damages resulted in closing several parts of the road, the Subgrantee will repair this road in several phases. The first phase (work complete) will allow the road to be reopened to allow traffic flow for emergency vehicles, school buses and local traffic the he final phase (work to be completed) will restore this road to its pre-disaster condition. The damages include: •High velocity flooding over topped the unpaved roadway eroding and washing away 3,472ft x 14ft x 3 inches/27 = 450.1CY of the road surface (limestone aggregate/select fill) •High velocity flooding over lopped the unpaved roadway eroding and washing away road edges (rock fill), 587ft x 3ft x 2ft/27 = 130.4CY •The force of the high velocity flood water dislodged, displaced and the culvert became structurally unsound (1) each 60 inch x 40ft Corrugated Metal Pipe (CMP) •High velocity flood overwhelmed and over topped at this culvert washing out and eroded (rock fill) an area 35ft x 16ft x 6ft/27 = 124.4CY					
SCOPE OF WORK:					
Current Version: The Subgrantee will utilize Force Account Labor, Force Account Equipment and Materials to rebuild this location to its pre-disaster design,					

function, and capacity.

**Work To Be Completed:**

- Replace the limestone aggregate road surface 3,472ft x 14ft x 3 inches/27 = 450.1CY, FEMA Cost Code 3011 (aggregate surface) \$27.20/CY, 450.1CY x \$27.20 = \$12,242.72
- Replace road edges 587ft x 3ft x 2ft/27 = 130.4CY, FEMA Cost Code 3051 (rock fill) \$26.85, 130.4CY x \$26.85 = \$3,501.24

**Work Completed:**

- Replace (1) each 60 Inch x 40ft Corrugated Metal Pipe (CMP) FEMA Cost Code 3360 at \$268 87/LF x 40 LF = \$10,666.80
- Replace rock fill 35ft x 16ft x 6ft/27 = 124.4CY (at the culvert), FEMA Cost Code 3051 (rock fill) \$26.85, 124.4CY x \$26.85 = \$3,340.14

\$12,242.72 + \$3,501.24 + \$10,666.80 + \$3,340.14 = \$29,750.90

Site 1 Summary: \$29,750.90

**PROJECT SPECIFIC COMMENT:**

**Direct Administrative Costs:**

Subgrantee is claiming DAC directly tied directly to this project worksheet;

- David "Butch" Warren, Navarro County Pct. 3 Commissioner \$44.08 (Fringe Included) x (6) hours = \$264.48
  - Julie Ferguson, Navarro County Administrative Assistant \$29.14 (Fringe Included) x (1) hour = \$29.17
  - Pick-up truck 8802 at \$28.00/hour x (6) = \$156.00
- \$264.48 + \$29.17 + \$156.00 = \$449.62

DAC Total: \$449.62

The Navarro County Road Department has (4) separate precincts or areas with the responsibility to maintain and repair the farm and ranch land roads. This project worksheet will be written to capture the road damages within Precinct 3. The Subgrantee has road maintenance records, these records have been reviewed, road maintenance records can be found at Pct.3 office.

Some of the facilities (roads/culverts) captured on this project had damages associated with DR-4223-TX. The Project Specialist review PWs from DR-4223-TX and compared to the damages declared for DR-4245-TX and found no duplicate sites. Damages for DR-4223-TX will not be included in the damages for DR-4245-TX.

Subgrantee sustained damages to due to severe storms, heavy rain fall and high velocity flooding and extended periods of standing water. At these location the damages resulted in closing several parts of the road, the Subgrantee will repair this road in several phases. The first phase (work complete) will allow the road to be reopened to allow traffic flow for emergency vehicles, school buses and local traffic the he final phase (work to be completed) will restore this road to its pre-disaster condition.

**FEMA Cost Codes:**

The Subgrantee and the Project Specialist agreed to use the FEMA Cost Codes at the time the PW was formulated, since the documentation to support the actual costs were not available. As stated in Public Assistance Pocket Guide, "If the Subgrantee has not produced cost data within 2 weeks of the site inspection, the Project Specialist will prepare the PW on the basis of an estimate for the work accomplished."

**GENERAL COMMENTS:**

**WORK TO BE COMPLETED:** Upon completion, this site will be returned to its original design, function and capacity within the original footprint. Acquiring all necessary Federal, State, and local permits is required for Federal Funding. Noncompliance with this requirement may jeopardize the receipt of Federal funds

**FEDERAL AID ROADS:** Project Specialist has validated that none of the sites in this project are listed on the Federal Functional Classification System as Major Collectors, Minor Arterials, Principal Arterials, or Interstate, receiving federal funding.

**ROAD PROJECTS (FIRMette Requirement):** Any road being repaired to pre-disaster design, function, capacity that does not include a hazard mitigation proposal, will not require a FIRMette. If any work to repair the road requires work outside the original footprint a FIRMette will be required.

**SMALL PROJECTS, ANY CATAGORY:** For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest pg. 121.) FEMA does not perform final inspections on small projects; however, the state must certify compliance. The applicant does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run). A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects.

**SMALL PROJECT CHANGE REQUEST:** Change requests to small project worksheets will not be approved unless there is a change in the approved scope of work. This change must be approved prior to the construction. If after completion of all small projects the applicant incurs a significant net small project overrun, the applicant must file an appeal within 60 day of completion of the applicant's last small project. All requests must be submitted through the grantee.

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

**HAZARD MITIGATION PROPOSAL:** Hazard Mitigation under section 406 has been considered for this project and due to the type of work

or project, effective mitigation is not feasible within the requirements of 44 CFR 206.226(c).

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

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

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

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

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

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

**COST BASIS FOR LABOR, EQUIPMENT AND MATERIALS:** Costs used to formulate this project were based on: FEMA Cost Codes and Calculation and Conversion template

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

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

By accepting this grant the Applicant to the best of their ability acknowledges that all damages described within this Sub-grant Application and all associated costs being claimed were a direct result of the declared event, and in connection with the incident period of 05/04/2015 thru 06/19/2015 with the exception of requests for alternate or improved projects

Site 2 of 3

<b>DAMAGED FACILITY:</b>		<b>COUNTY:</b> Navarro	
SW-CR2360			
<b>LOCATION</b>		<b>LATITUDE:</b> 31.879131	<b>LONGITUDE:</b> -96.361126
Current Version: SW-CR2360 0.97 miles west of Interstate 45 Navarro County Texas  31 879131 -96 361126			
<b>DAMAGE DESCRIPTION AND DIMENSIONS:</b>			
Current Version: Subgrantee sustained damages to SW-CR2360 (Road Miles: 1.5) due to severe storms, heavy rain fall and high velocity flooding and extended periods of standing water during the incident period 10/22/16 to 10/22/31. At this location the damages resulted in closing several parts of the road, the Subgrantee will repair this road in several phases. The first phase (work complete) will allow the road to be reopened to allow traffic flow for emergency vehicles, school buses and local traffic the he final phase (work to be completed) will restore this road to its pre-disaster condition. The damages include: •High velocity flooding over topped the unpaved roadway eroding and washing away 3,310ft x 18ft x 3 inches/27 = 551.7CY of the road surface (limestone aggregate/select fill) •The force of the high velocity flood water dislodged, displaced and the culvert became structurally unsound (1) each 60 inch x 40ft Corugated Metal Pipe (CMP) •High velocity flood overwhelmed and over topped (1) each culvert washing out and eroded (rock fill) an area 40ft x 18ft x 5ft/27 = 133.3CY			



<b>SCOPE OF WORK:</b>  Current Version: The Subgrantee will utilize Force Account Labor, Force Account Equipment and Materials to rebuild this location to its pre-disaster design, function, and capacity. Work To Be Completed: •Replace the limestone aggregate road surface 3,310ft x 18ft x 3 inches/27 = 551.7CY, FEMA Cost Code 3011 (aggregate surface) \$27.20/CY, 551.7CY x \$27.20 = \$15,006.24  Work Completed: •Replace (1) each 60 inch x 40ft Corrugated Metal Pipe (CMP) FEMA Cost Code 3360 at \$268.67/LF x 40 LF = \$10,666.80 •Replace rock fill 40ft x 18ft x 5ft/27 = 133.3CY (at the culvert), FEMA Cost Code 3051 (rock fill) \$26.85, 133.3CY x \$26.85 = \$3,579.11  \$15,006.24 + \$10,666.80 + \$3,579.11 = \$29,252.15  Site 2 Summary: \$29,252.15			
Site 3 of 3			
<b>DAMAGED FACILITY:</b>		COUNTY: Navarro	
SW-CR4030			
<b>LOCATION:</b>		LATITUDE: 31.872604	LONGITUDE: -96.716638
Current Version: SW-CR4030 0.27 miles north of SW CR4040 Navarro County Texas  31.872604 -96.716638			
<b>DAMAGE DESCRIPTION AND DIMENSIONS:</b>			
Current Version: Subgrantee sustained damages to SW-CR4030 (Road Miles: 1.5) due to severe storms, heavy rain fall and high velocity flooding and extended periods of standing water during the incident period 10/22/2016 to 10/31/2016. At this location the damages resulted in closing several parts of the road, the Subgrantee will repair this road in several phases. The first phase (work complete) will allow the road to be reopened to allow traffic flow for emergency vehicles, school buses and local traffic the final phase (work to be completed) will restore this road to its pre-disaster condition. The damages include: •High velocity flooding over topped the unpaved roadway eroding and washing away 628ft x 18ft x 3 inches/27 = 104.7CY of the road surface (limestone aggregate/select fill) •The force of the high velocity flood water dislodged, displaced and the culvert became structurally unsound (1) each 24 inch x 30ft Corrugated Metal Pipe (CMP) •High velocity flood overwhelmed and over topped (1) each culvert washing out and eroded (rock fill) an area 20ft x 18ft x 2ft/27 = 26.7CY			
<b>SCOPE OF WORK:</b>  Current Version: The Subgrantee will utilize Force Account Labor, Force Account Equipment and Materials to rebuild this location to its pre-disaster design, function, and capacity. Work To Be Completed: •Replace the limestone aggregate road surface 628ft x 18ft x 3 inches/27 = 104.7CY, FEMA Cost Code 3011 (aggregate surface) \$27.20/CY, 104.7CY x \$27.20 = \$2,847.84  Work Completed: •Replace (1) each 24 inch x 30ft Corrugated Metal Pipe (CMP) FEMA Cost Code 3354 at \$60.00/LF x 30 LF = \$1,800.00 •Replace rock fill 20ft x 18ft x 2ft/27 = 26.7CY (at the culvert), FEMA Cost Code 3051 (rock fill) \$26.85, 26.7CY x \$26.85 = \$716.90  \$2,847.84 + \$1,800.00 + \$716.90 = \$5,364.74  Site 3 Summary: \$5,364.74			
Does the Scope of Work change the pre-disaster conditions at the site?    Yes <input checked="" type="checkbox"/> No		Special Considerations included?    Yes <input checked="" type="checkbox"/> No	
Hazard Mitigation proposal included?    Yes <input checked="" type="checkbox"/> No		Is there insurance coverage on this facility?    Yes <input checked="" type="checkbox"/> No	
<b>PROJECT COST</b>			

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			
1	9888	Site 1 SE-CR2380 Work Completed	1/LS	\$ 14,006.94	\$ 14,006.94
2	9888	Site 2 SW-CR2360 Work Completed	1/LS	\$ 14,245.91	\$ 14,245.91
3	9888	Site 3 SW-CR4030 Work Completed	1/LS	\$ 2,516.90	\$ 2,516.90
		Work To Be Completed			
4	9888	Site 1 SE-CR2380 Work To Be Completed	1/LS	\$ 15,743.96	\$ 15,743.96
5	9888	Site 2 SW-CR2360 Work To Be Completed	1/LS	\$ 15,006.24	\$ 15,006.24
6	9888	Site 3 SW-CR4030 Work To Be Completed	1/LS	\$ 2,847.84	\$ 2,847.84
		Direct Subgrantee Admin Cost			
7	9901	Direct Administrative Costs (Subgrantee)	1/LS	\$ 449.62	\$ 449.62
				<b>TOTAL COST</b>	<b>\$ 64,817.41</b>
PREPARED BY ROBERT CARTER			TITLE PROJECT SPECIALIST	SIGNATURE <i>Robert Carter</i>	
APPLICANT REP. <i>H. M. DAVENPORT, JR.</i>			TITLE <i>CO. Judge</i>	SIGNATURE <i>[Signature]</i>	

NAVARRO (COUNTY) :					
Conditions Information					
Review Name	Condition Type	Condition Name	Description	Monitored	Status
No Conditions					

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
No Comments				

## GRANT TERMS AND CONDITIONS

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

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

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

- A. **Standard of Performance.** Subrecipient shall perform all activities as approved by DPS/TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
  2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
  3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
  4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
  5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
  6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
  7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
- B. **Failure to Perform.** In the event Subrecipient fails to implement the project(s) entered and approved in the DPS/TDEM web-based grants management system, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.
- C. **Funding Obligations.** DPS/TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/TDEM under this Grant shall not exceed the Total Award Amount listed on the Grant Subrecipient Award.
  2. Subrecipient shall contribute the match funds listed on the Grant Subrecipient Award.

3. Subrecipient shall refund to DPS/TDEM any sum of these Grant funds that has been determined by DPS/TDEM to be an overpayment to Subrecipient or that DPS/TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to DPS/TDEM within thirty (30) calendar days after
  4. DPS/TDEM requests such refund.
- D. **Performance Period.** The performance period for this Grant is listed on the Grant Subrecipient Award letter. All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to DPS/TDEM within 60 days for the end of the performance period. Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to DPS/TDEM within 60 days of the end of the performance period. DPS/TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.
- E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:
- Public Law 93-288, as amended (Stafford Act)
  - 44 CFR, Emergency Management and Assistance
  - Disaster Mitigation Act of 2000
  - OMB Regulations 2 CFR, Grant and Agreements
  - Executive Order 11988, Floodplain Management
  - Executive Order 11990, Protection of Wetlands
  - Executive Order 12372, Intergovernmental Review of Programs and Activities
  - Executive Order 12549, Debarment and Suspension
  - Executive Order 12612, Federalism
  - Executive Order 12699, Seismic Design
  - Executive Order 12898, Environmental Justice
  - Coastal Barrier Resources Act, Public Law 97-348
  - Single Audit Act, Public Law 98-502
  - Sandy Recovery Improvement Act publications
  - 16 U.S.C. § 470, National Historic Preservation Act
  - 16 U.S.C. § 1531, Endangered Species Act References
  - FEMA program publications, guidance and policies
- F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:  
<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>  
 and the program State Administrative Plan, available at:  
<http://www.txdps.state.tx.us/dem/GrantsResources/index.htm>.

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

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

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

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

**G. Restrictions and General Conditions.**

1. Use of Funds. DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
2. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. Points of Contacts. Within 30 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change or correction to the Designation of Applicant's Agent, chief elected official, program, and/or financial points of contact in the DPS/TDEM grant management system.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number

- established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>
5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) or other federally established site for contractor registration, and entered DPS/TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
  6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
    - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
    - b. Where and when to report: Subrecipient shall report executive total compensation at [www.sam.gov](http://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 suspending those persons deemed irresponsible in their dealings with the Federal government.
  8. Direct Deposit. If Subrecipient has not received reimbursements from DPS/TDEM within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/TDEM. Completed direct deposit forms from Subrecipient shall be emailed to TDEM project officer. The email subject line and attachment name shall include the subrecipient name and identify the document attached (i.e. "Sample County DD form"). The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>.
  9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.

10. Site Visits. DHS and/or DPS/TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

H. Procurement and Contracting.

- 1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318
- 2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- 3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
  - a. Procurement by micro purchase
  - b. Procurement by small purchase
  - c. Procurement by sealed bid
  - d. Procurement by competitive proposal
  - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

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

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

**Must negotiate profit as a separate element where required.**

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

I. Monitoring. Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

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

J. **Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A-133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit DPS/TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.
4. **Subrecipient's Facilitation of Audit.** Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. **State Auditor's Clause.** Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.



**K. Retention and Accessibility of Records.**

1. **Retention of Records.** Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, of Part 200 UGMS §\_\_.42, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.
2. **Access to Records.** Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

**L. Changes, Amendments, Suspension or Termination**

1. **Modification.** FEMA or DPS/TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. **Effect of Changes in Federal and State Laws.** Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.
3. **Suspension.** In the event Subrecipient fails to comply with any term of this Grant, DPS/TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. **Termination.** DPS/TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/TDEM shall provide written notice of the termination and include:
  - a. The reason(s) for such termination;
  - b. The effective date of such termination; and
  - c. In the case of partial termination, the portion of this Grant to be terminated.
  - d. Appeal may be made to the Deputy Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

- M. **Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application,

a notice of award, or elsewhere, DPS/TDEM or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by DPS/TDEM or DHS;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

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

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

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

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

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O. 12549. 2 C.F.R., Appendix II to Part 200, (I).

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

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

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The closeout of this Grant does not affect:

1. DHS or DPS/TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

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# EXHIBIT A

## ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

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**EXHIBIT B**

**ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D**

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

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

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## 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](http://www.sam.gov) and the State Debarred Vendor List at: [www.window.state.tx.us/procurement/proq/vendor\\_performance/debarred](http://www.window.state.tx.us/procurement/proq/vendor_performance/debarred).
  2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
  4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
  5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

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## 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 drug abuse; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.



**EXHIBIT E****Environmental Review**

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

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

**EXHIBIT F****Additional Grant Conditions**

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Kickoff meeting with the State- Federal team.
2. All work must be done prior to the approved project completion deadline assigned to each Project. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding.
4. The Project Completion and Certification Report must be returned to TDEM once all the approved work has been completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report.
5. A cost overrun appeal on small (\$120,000.00) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by completing the "Payment of Funds" request and including documentation supporting your request. In the event that an audit results in a reduction of the awarded amount of a project, the subrecipient is responsible for returning the identified overage within 30 days of notification of the overpayment. Small Public Assistance projects are paid upon obligation and the receipt of all required documentation. Payments must be requested at least quarterly if expenditures have been made in that quarter.
9. Projects that have not received final payment will be reviewed quarterly by TDEM representatives upon receipt of the Quarterly Review form from the subrecipient. Quarterly reports will be due on the following dates: **March 15th, June 15th, September 15th & December 15th.** Public Assistance program small projects are exempted.
10. Subrecipient with must submit a project cost summary to TDEM following the completion of each project, except Public Assistance program small projects. The project cost summary must list all labor, equipment, materials and contract costs associated with making needed repairs.
11. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted

to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

12. Completed record and cost documents for all approved work must be for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.
13. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
14. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.

**EXHIBIT G**

**Additional Grant Certifications**

**Match Certification**

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

**Duplication of Program Statement**

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

**For Hazard Mitigation Projects Only:**

**Maintenance Agreement**

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

**Environmental Justice Statement**

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

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

#14

2902

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW  
DIRECTOR  
DAVID G. BAKER  
ROBERT J. BODISCH, SR.  
DEPUTY DIRECTORS



COMMISSION  
A. CYNTHIA LEON, CHAIR  
MANNY FLORES  
FAITH JOHNSON  
STEVEN P. MACH  
RANDY WATSON

6 April 2016

The Honorable H.M. Davenport  
County Judge  
Navarro County  
601 North 13<sup>th</sup> Street, Suite 6  
Corsicana, TX 75110  
DUNS Number: 071371363

RE: Public Assistance Grant, DR 4245 Severe Storms  
Catalog of Federal Domestic Assistance (CFDA) number 97.036  
FEMA Project Number PA-06-TX-4245-PW- 00007(0)  
Project Title: NAV304C - Pct. 3 Roads  
Period of Performance: 25 November 2015 to 25 May 2017

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

PA-06-TX-4245-PW-00007(0)						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	23 March 2016	\$55,497.76	75%	\$41,623.32	25%	\$13,874.44

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

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

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


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

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

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

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

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

 <hr/> Designated Subrecipient Agent	<hr/> 4-11-16 Date
--	-----------------------

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

If you have any questions please contact Irma Vera at (713) 750-8262 or email at [irma.vera@ey.com](mailto:irma.vera@ey.com).

ATTACHMENTS: Scope of Work  
Terms and Conditions

<b>PA-06-TX-4245-PW-00007(0) P</b>	
<b>Applicant Name:</b> NAVARRO (COUNTY)	<b>Application Title:</b> NAV304C Pct. 3 Roads
<b>Period of Performance Start:</b> 11-25-2015	<b>Period of Performance End:</b> 05-25-2017

<b>Bundle Reference # (Amendment #)</b> PA-06-TX-4245-PW-00007(2)	<b>Date Awarded</b> 03-23-2016
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### Subgrant Application - FEMA Form 90-91

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

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET					
<b>DISASTER</b>		<b>PROJECT NO.</b>	<b>PA ID NO.</b>	<b>DATE</b>	<b>CATEGORY</b>
FEMA	4245 - DR -TX	NAV304C	349-99349-00	03-01-2016	C
<b>APPLICANT: NAVARRO (COUNTY)</b>			<b>WORK COMPLETE AS OF:</b> 01-29-2016 : 0 %		
Site 1 of 8					
<b>DAMAGED FACILITY:</b> SW-CR0040			<b>COUNTY: Navarro</b>		
<b>LOCATION:</b> PA-06-TX-4245-PW-00007(0): SW-CR0040 Intersection of FM3194 & CR0040 Navarro County Texas  31.924526 -96.478754				<b>LATITUDE:</b> 31.924526	<b>LONGITUDE:</b> -96.478754
<b>Current Version:</b>					
<b>DAMAGE DESCRIPTION AND DIMENSIONS:</b>  PA-06-TX-4245-PW-00007(0): During the incident period from Oct. 22 through Oct. 31, Navarro County suffered damages to their county maintained roads due to severe storms, tomadoes, straight-line winds and flooding and extended periods of standing water.  Subgrantee sustained damages to the area at the SW-CR0040 (Road Miles: 1.25) due to severe storms, heavy rain fall and high velocity flooding, the damages include: •High velocity flooding over topped the unpaved roadway eroding and washing away 714ft x 18ft x 3 inches/27 = 119.0CY road surface (limestone aggregate/select fill) •High velocity flooding over topped the unpaved roadway eroding and washing away 143ft x 3ft x 2ft/27 = 31.8CY road edges (rock fill)  <b>Current Version:</b>					
<b>SCOPE OF WORK:</b>  PA-06-TX-4245-PW-00007(0): The Subgrantee will utilize Force Account Labor, Force Account Equipment and Materials to rebuild this location to its pre-disaster design, function, and capacity.  <b>Work To Be Completed:</b> Force Account Labor will rebuild and reestablish this location by: •Replace the limestone aggregate road surface, FEMA Cost Code 3011 at \$27.20/CY (aggregate surface) 714ft x 18ft x 3 inches/27 = 119.0CY x \$27.20 = \$3,236.80 •Replace the limestone aggregate road edge, FEMA Cost Code 3051 at \$26.85/CY (rock fill) 143ft x 3ft x 2ft/27 = 31.8CY x \$26.85 = \$853.83					

Site 1 Summary: \$4,090.63

**PROJECT SPECIFIC COMMENT:**

**Direct Administrative Costs:**

Subgrantee is claiming DAC directly tied directly to this project worksheet;

•David "Butch" Warren, Navarro County Pct. 3 Commissioner \$44.08 (Fringe Included) x (6) hours = \$264.48

•Julie Ferguson, Navarro County Administrative Assistant \$29.14 (Fringe Included) x (1) hours = \$29.14

•Pick-up truck 8802 at \$26.00/hour x (6) = \$156.00

DAC Total: \$449.62

The Navarro County Road Department has (4) separate precincts or areas with the responsibility to maintain and repair the farm and ranch land roads. This project worksheet will be written to capture the road damages within Precinct 3, road maintenance records can be found at Navarro County Road Department office.

Some of the roads captured on this project had damages associated with DR-4223-TX, the projects written for DR-4223-TX is for Work Completed, the road damages written on this project worksheet will only be for Work To Be Completed. Damages for DR-4223-TX will not be included in the damages for DR-4245-TX.

**FEMA Cost Codes:**

The Subgrantee and the Project Specialist agreed to use the FEMA Cost Codes at the time the PW was formulated, since the documentation to support the actual costs were not available. As stated in Public Assistance Pocket Guide, "If the Subgrantee has not produced cost data within 2 weeks of the site inspection, the Project Specialist will prepare the PW on the basis of an estimate for the work accomplished."

**GENERAL COMMENTS:**

**WORK TO BE COMPLETED:** Upon completion, this site will be returned to its original design, function and capacity within the original footprint. Acquiring all necessary Federal, State, and local permits is required for Federal Funding. Noncompliance with this requirement may jeopardize the receipt of Federal funds

**FEDERAL AID ROADS:** Project Specialist has validated that none of the sites in this project are listed on the Federal Functional Classification System as Major Collectors, Minor Arterials, Principal Arterials, or Interstate, receiving federal funding.

**ROAD PROJECTS (FIRMette Requirement):** Any road being repaired to pre-disaster design, function, capacity that does not include a hazard mitigation proposal, will not require a FIRMette. If any work to repair the road requires work outside the original footprint a FIRMette will be required.

**SMALL PROJECTS, ANY CATAGORY:** For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest pg. 121.) FEMA does not perform final inspections on small projects, however, the state must certify compliance. The applicant does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run). A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects.

**SMALL PROJECT CHANGE REQUEST:** Change requests to small project worksheets will not be approved unless there is a change in the approved scope of work. This change must be approved prior to the construction. If after completion of all small projects the applicant incurs a significant net small project overrun, the applicant must file an appeal within 60 day of completion of the applicant's last small project. All requests must be submitted through the grantee.

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

**HAZARD MITIGATION PROPOSAL:** Hazard Mitigation under section 406 has been considered for this project and due to the type of work or project, effective mitigation is not feasible within the requirements of 44 CFR 206 226(c).

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

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

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

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

**CHANGES TO SCOPE OF WORK DESCRIBED IN THIS PW/SA (SUBGRANT APPLICATION):** The applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities. Any change to the approved



scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins. Failure to report changes may jeopardize Federal and State funding. In the case of a change in scope of work, the applicant should immediately notify Section Administrator, and Texas Department of Emergency Management prior to starting work.

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

**COST BASIS FOR LABOR, EQUIPMENT AND MATERIALS:** Costs used to formulate this project were based on: FEMA Cost Codes and Calculation and Conversion template

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

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

By accepting this grant the Applicant to the best of their ability acknowledges that all damages described within this Sub-grant Application and all associated costs being claimed were a direct result of the declared event, and in connection with the incident period of Oct. 22 through Oct. 31 with the exception of requests for alternate or improved projects.

Current Version:

Site 2 of 8

<b>DAMAGED FACILITY:</b>		<b>COUNTY:</b> Navarro	
SW-CR2400			
<b>LOCATION:</b>		<b>LATITUDE:</b>	<b>LONGITUDE:</b>
PA-06-TX-4245-PW-00007(0): SW-CR2400 0.58 miles east of CR2410 Navarro County Texas  31.866939 -96.435268		31.866939	-96.435268
Current Version:			

**DAMAGE DESCRIPTION AND DIMENSIONS:**

PA-06-TX-4245-PW-00007(0):  
During the incident period from Oct. 22 through Oct. 31, Navarro County suffered damages to their county maintained roads due to severe storms, tornados, straight-line winds and flooding and extended periods of standing water.

Subgrantee sustained damages to the area at the SW-CR2400 (Road Miles: 1.5) due to severe storms, heavy rain fall and high velocity flooding, the damages include:

- High velocity flooding over topped the unpaved roadway eroding and washing away 528ft x 18ft x 3 inches/27 = 88.0CY of the road surface (limestone aggregate/select fill)

Current Version:

**SCOPE OF WORK:**

PA-06-TX-4245-PW-00007(0):  
The Subgrantee will utilize Force Account Labor, Force Account Equipment and Materials to rebuild this location to its pre-disaster design, function, and capacity.

**Work To Be Completed:**  
Force Account Labor will rebuild and reestablish this location by:  
•Replace the limestone aggregate road surface, FEMA Cost Code 3011 at \$27.20/CY (aggregate surface) 528ft x 18ft x 3 inches/27 = 88.0CY x \$27.20 = \$2,393.60

Site 2 Summary: \$2,393.60

Current Version:

Site 3 of 8

<b>DAMAGED FACILITY:</b>	<b>COUNTY:</b> Navarro

SW-CR2383			
<b>LOCATION:</b> PA-06-TX-4245-PW-00007(0): SW-CR2383 0.55 miles north of CR2380 Navarro County Texas  31.86925 -96.40585  Current Version:		<b>LATITUDE:</b> 31.86925	<b>LONGITUDE:</b> -96.40585
<b>DAMAGE DESCRIPTION AND DIMENSIONS:</b>  PA-06-TX-4245-PW-00007(0): During the incident period from Oct. 22 through Oct. 31, Navarro County suffered damages to their county maintained roads due to severe storms, tornadoes, straight-line winds and flooding and extended periods of standing water.  Subgrantee sustained damages to the area at the SW-CR2383 (Road Miles: 1.5) due to severe storms, heavy rain fall and high velocity flooding, the damages include: •High velocity flooding over topped the unpaved roadway eroding and washing away 735ft x 18ft x 3 inches/27 = 122.5CY road surface (limestone aggregate/select fill) •High velocity flooding over topped the unpaved roadway eroding and washing away 143ft x 5ft x 4ft/27 = 105.9CY road edges (rock fill)  Current Version:			
<b>SCOPE OF WORK:</b>  PA-06-TX-4245-PW-00007(0): The Subgrantee will utilize Force Account Labor, Force Account Equipment and Materials to rebuild this location to its pre-disaster design, function, and capacity.  <b>Work To Be Completed:</b> Force Account Labor will rebuild and reestablish this location by: •Replace the limestone aggregate road surface, FEMA Cost Code 3011 at \$27.20/CY (aggregate surface) 735ft x 18ft x 3 inches/27 = 122.5CY x \$27.20 = \$3,323.84 •Replace the limestone aggregate road edge, FEMA Cost Code 3051 at \$26.85/CY (rock fill) 143ft x 5ft x 4ft/27 = 105.9CY x \$26.85 = \$2,843.42  \$3,323.84 + \$2,843.42 = \$6,167.26  Site 3 Summary: \$6,167.26  Current Version:			
Site 4 of 8			
<b>DAMAGED FACILITY:</b>  SW-CR2390		<b>COUNTY:</b> Navarro	
<b>LOCATION:</b> PA-06-TX-4245-PW-00007(0): SW-CR2390 0.35 miles south of Hwy. 14 Navarro County Texas  31.89413 -96.43057  Current Version:		<b>LATITUDE:</b> 31.89413	<b>LONGITUDE:</b> -96.43057
<b>DAMAGE DESCRIPTION AND DIMENSIONS:</b>  PA-06-TX-4245-PW-00007(0): During the incident period from Oct. 22 through Oct. 31, Navarro County suffered damages to their county maintained roads due to severe storms, tornadoes, straight-line winds and flooding and extended periods of standing water.  Subgrantee sustained damages to the area at the SW-CR2390 (Road Miles: 5.0) due to severe storms, heavy rain fall and high velocity flooding, the damages include: •High velocity flooding over topped the unpaved roadway eroding and washing away 3,056ft x 14ft x 3 inches/27 = 396.1CY road surface (limestone aggregate/select fill) •High velocity flooding over topped the unpaved roadway at a culvert eroding and washing away 25ft x 3ft x 2ft/27 = 5.6CY rock fill around the culvert (culvert not damaged)  Current Version:			

<b>SCOPE OF WORK:</b>			
PA-06-TX-4245-PW-00007(0): The Subgrantee will utilize Force Account Labor, Force Account Equipment and Materials to rebuild this location to its pre-disaster design, function, and capacity.  <b>Work To Be Completed:</b> Force Account Labor will rebuild and reestablish this location by: •Replace the limestone aggregate road surface, FEMA Cost Code 3011 at \$27.20/CY (aggregate surface) 3,056ft x 14ft x 3 inches/27 = 396.1CY x \$27.20 = \$10,773.92 •Replace the rock fill, FEMA Cost Code 3051 at \$26.85/CY (rock fill) 25ft x 3ft x 2ft/27 = 5.6CY x \$26.85 = \$150.36  \$10,773.92 + \$150.36 = \$10,924.28  Site 4 Summary: \$10,924.28  Current Version:			
Site 5 of 8			
<b>DAMAGED FACILITY:</b>		<b>COUNTY:</b> Navarro	
SW-CR4020			
<b>LOCATION:</b>		<b>LATITUDE:</b>	<b>LONGITUDE:</b>
PA-06-TX-4245-PW-00007(0): SW-CR4020 0.49 miles south of Hwy. 31 Navarro County Texas  31.88570 -96.77997  Current Version:		31.8857	-96.77997
<b>DAMAGE DESCRIPTION AND DIMENSIONS:</b>			
PA-06-TX-4245-PW-00007(0): During the incident period from Oct. 22 through Oct. 31, Navarro County suffered damages to their county maintained roads due to severe storms, tornadoes, straight-line winds and flooding and extended periods of standing water.  Subgrantee sustained damages to the area at the SW-CR4020 (Road Miles: 0.5) due to severe storms, heavy rain fall and high velocity flooding, the damages include: •High velocity flooding over topped the unpaved roadway eroding and washing away 823ft x 18ft x 3 inches/27 = 137.2CY road surface (limestone aggregate/select fill)  Current Version:			
<b>SCOPE OF WORK:</b>			
PA-06-TX-4245-PW-00007(0): The Subgrantee will utilize Force Account Labor, Force Account Equipment and Materials to rebuild this location to its pre-disaster design, function, and capacity.  <b>Work To Be Completed:</b> Force Account Labor will rebuild and reestablish this location by: •Replace the limestone aggregate road surface, FEMA Cost Code 3011 at \$27.20/CY (aggregate surface) 823ft x 18ft x 3 inches/27 = 137.2CY x \$27.20 = \$3,731.84  Site 5 Summary: \$3,731.84  Current Version:			
Site 6 of 8			
<b>DAMAGED FACILITY:</b>		<b>COUNTY:</b> Navarro	
SW-CR4040			
<b>LOCATION:</b>		<b>LATITUDE:</b>	<b>LONGITUDE:</b>
PA-06-TX-4245-PW-00007(0): SW-CR4040 1.0 miles southwest of CR642 Navarro County Texas		31.86787	-96.71561

31.86787 -96.71561			
Current Version:			
<b>DAMAGE DESCRIPTION AND DIMENSIONS:</b>			
PA-06-TX-4245-PW-00007(0): During the incident period from Oct. 22 through Oct. 31, Navarro County suffered damages to their county maintained roads due to severe storms, tornadoes, straight-line winds and flooding and extended periods of standing water.  Subgrantee sustained damages to the area at the SW-CR4040 (Road Miles: 3.25) due to severe storms, heavy rain fall and high velocity flooding, the damages include: •High velocity flooding over topped the unpaved roadway eroding and washing away 1,677ft x 16ft x 3 inches/27 = 248.4CY road surface (limestone aggregate/select fill) •High velocity flooding over topped the unpaved roadway at a culvert eroding and washing away 30ft x 3ft x 2ft/27 = 6.7CY rock fill around the culvert (culvert not damaged)			
Current Version:			
<b>SCOPE OF WORK:</b>			
PA-06-TX-4245-PW-00007(0): The Subgrantee will utilize Force Account Labor, Force Account Equipment and Materials to rebuild this location to its pre-disaster design, function, and capacity.  Work To Be Completed: Force Account Labor will rebuild and reestablish this location by: •Replace the limestone aggregate road surface, FEMA Cost Code 3011 at \$27.20/CY (aggregate surface) 1,677ft x 16ft x 3 inches/27 = 248.4CY x \$27.20 = \$6,756.48 •Replace the rock fill, FEMA Cost Code 3051 at \$26.85/CY (rock fill) 30ft x 3ft x 2ft/27 = 6.7CY x \$26.85 = \$179.90  \$6,756.48 + \$179.90 = \$6,936.38  Site 6 Summary: \$6,936.38			
Current Version:			
Site 7 of 8			
<b>DAMAGED FACILITY:</b>		<b>COUNTY:</b> Navarro	
SW-CR4110			
<b>LOCATION:</b>		<b>LATITUDE:</b>	<b>LONGITUDE:</b>
PA-06-TX-4245-PW-00007(0): SW-CR4110 Intersection of CR4110 & CR642 Navarro County Texas  31.84623 -96.67860		31.84623	-96.6786
Current Version:			
<b>DAMAGE DESCRIPTION AND DIMENSIONS:</b>			
PA-06-TX-4245-PW-00007(0): During the incident period from Oct. 22 through Oct. 31, Navarro County suffered damages to their county maintained roads due to severe storms, tornadoes, straight-line winds and flooding and extended periods of standing water.  Subgrantee sustained damages to the area at the SW-CR4110 (Road Miles: 2.4) due to severe storms, heavy rain fall and high velocity flooding, the damages include: •High velocity flooding over topped the unpaved roadway eroding and washing away 1,506ft x 12ft x 3 inches/27 = 167.3CY road surface (limestone aggregate/select fill) •High velocity flooding over topped the unpaved roadway at a culvert eroding and washing away 60ft x 30ft x 4ft/27 = 266.7CY rock fill around the culvert (culvert not damaged)			
Current Version:			
<b>SCOPE OF WORK:</b>			
PA-06-TX-4245-PW-00007(0): The Subgrantee will utilize Force Account Labor, Force Account Equipment and Materials to rebuild this location to its pre-disaster design, function, and capacity.  Work To Be Completed: Force Account Labor will rebuild and reestablish this location by: •Replace the limestone aggregate road surface, FEMA Cost Code 3011 at \$27.20/CY (aggregate surface) 1,506ft x 12ft x 3 inches/27 =			

167.3CY x \$27.20 = \$4,550.56  
 •Replace the rock fill, FEMA Cost Code 3051 at \$26.85/CY (rock fill) 60ft x 30ft x 4ft/27 = 266.7CY x \$26.85 = \$7,160.90

\$4,550.56 + \$7,160.90 = \$11,711.46

Site 7 Summary: \$11,711.46

Current Version:

Site 8 of 8

DAMAGED FACILITY:

COUNTY: Navarro

SW-CR4250

LOCATION:

LATITUDE:  
31.86869

LONGITUDE:  
-96.59241

PA-06-TX-4245-PW-00007(0):  
SW-CR4250  
2.42 miles east of CR638  
Navarro County Texas

31.86869 -96.59241

Current Version:

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-06-TX-4245-PW-00007(0):

During the incident period from Oct. 22 through Oct. 31, Navarro County suffered damages to their county maintained roads due to severe storms, tornadoes, straight-line winds and flooding and extended periods of standing water.

Subgrantee sustained damages to the area at the SW-CR4250 (Road Miles: 4.0) due to severe storms, heavy rain fall and high velocity flooding, the damages include:

- High velocity flooding over topped the unpaved roadway eroding and washing away 1,387ft x 14ft x 3 inches/27 = 179.8CY road surface (limestone aggregate/select fill)
- High velocity flooding over topped the unpaved roadway eroding and washing away 703ft x 3ft x 2ft/27 = 156.2CY road edges (rock fill)

Current Version:

SCOPE OF WORK:

PA-06-TX-4245-PW-00007(0):

The Subgrantee will utilize Force Account Labor, Force Account Equipment and Materials to rebuild this location to its pre-disaster design, function, and capacity

Work To Be Completed:

Force Account Labor will rebuild and reestablish this location by:

- Replace the limestone aggregate road surface, FEMA Cost Code 3011 at \$27.20/CY (aggregate surface) 1,387ft x 14ft x 3 inches/27 = 179.8CY x \$27.20 = \$4,890.56
- Replace the limestone aggregate road edge, FEMA Cost Code 3051 at \$26.85/CY (rock fill) 703ft x 3ft x 2ft/27 = 156.2CY x \$26.85 = \$4,193.97

\$4,890.56 + \$4,193.97 = \$9,084.53

Site 8 Summary: \$9,084.53

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? Yes  No

Special Considerations included? Yes  No

Hazard Mitigation proposal included? Yes  No

Is there insurance coverage on this facility? Yes  No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work To Be Completed			
1	9888	Site 1 SW-CR0040 Work To Be Completed	1/LS	\$ 4,090.63	\$ 4,090.63

2	9888	Site 2 SW-CR2400 Work To Be Completed	1/LS	\$ 2,393.60	\$ 2,393.60
3	9888	Site 3 SW-CR2383 Work To Be Completed	1/LS	\$ 6,175.42	\$ 6,175.42
4	9888	Site 4 SW-CR2390 Work To Be Completed	1/LS	\$ 10,924.28	\$ 10,924.28
5	9888	Site 5 SW-CR4020 Work To Be Completed	1/LS	\$ 3,731.84	\$ 3,731.84
6	9888	Site 6 SW-CR4040 Work To Be Completed	1/LS	\$ 6,936.38	\$ 6,936.38
7	9888	Site 7 SW-CR4110 Work To Be Completed	1/LS	\$ 11,711.46	\$ 11,711.46
8	9888	Site 8 SW-CR4250 Work To Be Completed	1/LS	\$ 9,084.53	\$ 9,084.53
		Direct Subgrantee Admin Cost			
9	9901	Direct Administrative Costs (Subgrantee)	1/LS	\$ 449.62	\$ 449.62
				<b>TOTAL COST</b>	<b>\$ 55,497.76</b>
PREPARED BY ROBERT CARTER			TITLE PROJECT SPECIALIST	SIGNATURE <i>Robert Carter</i>	
APPLICANT REP. <i>H.M. Davenport, Jr.</i>			TITLE <i>CO. Judge</i>	SIGNATURE <i>H.M. Davenport, Jr.</i>	

## GRANT TERMS AND CONDITIONS

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

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

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

- A. **Standard of Performance.** Subrecipient shall perform all activities as approved by DPS/TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
  2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
  3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
  4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
  5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
  6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
  7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
- B. **Failure to Perform.** In the event Subrecipient fails to implement the project(s) entered and approved in the DPS/TDEM web-based grants management system, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.
- C. **Funding Obligations.** DPS/TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/TDEM under this Grant shall not exceed the Total Award Amount listed on the Grant Subrecipient Award.
  2. Subrecipient shall contribute the match funds listed on the Grant Subrecipient Award.

3. Subrecipient shall refund to DPS/TDEM any sum of these Grant funds that has been determined by DPS/TDEM to be an overpayment to Subrecipient or that DPS/TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to DPS/TDEM within thirty (30) calendar days after
4. DPS/TDEM requests such refund.
- D. **Performance Period.** The performance period for this Grant is listed on the Grant Subrecipient Award letter. All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to DPS/TDEM within 60 days for the end of the performance period. Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to DPS/TDEM within 60 days of the end of the performance period. DPS/TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.
- E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:
- Public Law 93-288, as amended (Stafford Act)
  - 44 CFR, Emergency Management and Assistance
  - Disaster Mitigation Act of 2000
  - OMB Regulations 2 CFR, Grant and Agreements
  - Executive Order 11988, Floodplain Management
  - Executive Order 11990, Protection of Wetlands
  - Executive Order 12372, Intergovernmental Review of Programs and Activities
  - Executive Order 12549, Debarment and Suspension
  - Executive Order 12612, Federalism
  - Executive Order 12699, Seismic Design
  - Executive Order 12898, Environmental Justice
  - Coastal Barrier Resources Act, Public Law 97-348
  - Single Audit Act, Public Law 98-502
  - Sandy Recovery Improvement Act publications
  - 16 U.S.C. § 470, National Historic Preservation Act
  - 16 U.S.C. § 1531, Endangered Species Act References
  - FEMA program publications, guidance and policies
- F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:  
<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>  
 and the program State Administrative Plan, available at:  
<http://www.txdps.state.tx.us/dem/GrantsResources/index.htm>.



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

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

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

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

#### **G. Restrictions and General Conditions.**

1. **Use of Funds.** DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
2. **Federal Employee Prohibition.** Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. **Points of Contacts.** Within 30 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change or correction to the Designation of Applicant's Agent, chief elected official, program, and/or financial points of contact in the DPS/TDEM grant management system.
4. **DUNS Number.** Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number

established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>

5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) or other federally established site for contractor registration, and entered DPS/TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
  - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
  - b. Where and when to report: Subrecipient shall report executive total compensation at [www.sam.gov](http://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 suspending those persons deemed irresponsible in their dealings with the Federal government.
8. Direct Deposit. If Subrecipient has not received reimbursements from DPS/TDEM within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/TDEM. Completed direct deposit forms from Subrecipient shall be emailed to TDEM project officer. The email subject line and attachment name shall include the subrecipient name and identify the document attached (i.e. "Sample County DD form"). The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.

10. Site Visits. DHS and/or DPS/TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

H. **Procurement and Contracting.**

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
  - a. Procurement by micro purchase
  - b. Procurement by small purchase
  - c. Procurement by sealed bid
  - d. Procurement by competitive proposal
  - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

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

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

**Must negotiate profit as a separate element where required.**

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

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

J. **Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A-133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit DPS/TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.
4. **Subrecipient's Facilitation of Audit.** Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. **State Auditor's Clause.** Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

**K. Retention and Accessibility of Records.**

1. **Retention of Records.** Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, of Part 200 UGMS §\_\_42, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.
2. **Access to Records.** Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

**L. Changes, Amendments, Suspension or Termination**

1. **Modification.** FEMA or DPS/TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. **Effect of Changes in Federal and State Laws.** Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.
3. **Suspension.** In the event Subrecipient fails to comply with any term of this Grant, DPS/TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. **Termination.** DPS/TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/TDEM shall provide written notice of the termination and include:
  - a. The reason(s) for such termination;
  - b. The effective date of such termination; and
  - c. In the case of partial termination, the portion of this Grant to be terminated.
  - d. Appeal may be made to the Deputy Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

- M. **Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application,

a notice of award, or elsewhere, DPS/TDEM or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by DPS/TDEM or DHS;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

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

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

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

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

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O. 12549. 2 C.F.R., Appendix II to Part 200, (I).

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

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

The closeout of this Grant does not affect:

1. DHS or DPS/TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

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## EXHIBIT A

### ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

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

- 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.
- Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 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.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- 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).
- 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.
- 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.
- 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.
- 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.
- 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.
- 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).
- 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.
- 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.).
- 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.
- 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.
- 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.
- 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."
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.



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**EXHIBIT B**

**ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D**

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

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

## Exhibit C

### Certifications for Grant Agreements

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

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
  1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to [www.sam.gov](http://www.sam.gov) and the State Debarred Vendor List at: [www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred).
  2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
  4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
  5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

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## EXHIBIT D

### State of Texas Assurances

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

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section .36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

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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/SAMI>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

**EXHIBIT E****Environmental Review**

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

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

**EXHIBIT F**

**Additional Grant Conditions**

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Kickoff meeting with the State- Federal team.
2. All work must be done prior to the approved project completion deadline assigned to each Project. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding.
4. The Project Completion and Certification Report must be returned to TDEM once all the approved work has been completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report.
5. A cost overrun appeal on small (\$120,000.00) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by completing the "Payment of Funds" request and including documentation supporting your request. In the event that an audit results in a reduction of the awarded amount of a project, the subrecipient is responsible for returning the identified overage within 30 days of notification of the overpayment. Small Public Assistance projects are paid upon obligation and the receipt of all required documentation. Payments must be requested at least quarterly if expenditures have been made in that quarter.
9. Projects that have not received final payment will be reviewed quarterly by TDEM representatives upon receipt of the Quarterly Review form from the subrecipient. Quarterly reports will be due on the following dates: **March 15th, June 15th, September 15th & December 15th.** Public Assistance program small projects are exempted.
10. Subrecipient with must submit a project cost summary to TDEM following the completion of each project, except Public Assistance program small projects. The project cost summary must list all labor, equipment, materials and contract costs associated with making needed repairs.
11. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted

to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

12. Completed record and cost documents for all approved work must be for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.
13. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
14. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.

**EXHIBIT G**

**Additional Grant Certifications**

**Match Certification**

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

**Duplication of Program Statement**

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

**For Hazard Mitigation Projects Only:**

**Maintenance Agreement**

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

**Environmental Justice Statement**

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

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



#14

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# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220

512/424-2000

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STEVEN C. McCRAW  
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DAVID G. BAKER  
ROBERT J. BODISCH, SR.  
DEPUTY DIRECTORS



COMMISSION  
A. CYNTHIA LEON, CHAIR  
MANNY FLORES  
FAITH JOHNSON  
STEVEN P. MACH  
RANDY WATSON

6 April 2016

The Honorable H.M. Davenport  
County Judge  
Navarro County  
601 North 13<sup>th</sup> Street, Suite 6  
Corsicana, TX 75110  
DUNS Number: 071371363

RE: Public Assistance Grant, DR 4245 Severe Storms  
Catalog of Federal Domestic Assistance (CFDA) number 97.036  
FEMA Project Number PA-06-TX-4245-PW- 00025(0)  
Project Title: NAV305C - Pct. 3 Roads  
Period of Performance: 25 November 2015 to 25 May 2017

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

PA-06-TX-4245-PW-00025(0)						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	23 March 2016	\$83,001.48	75%	\$62,251.11	25%	\$20,750.37

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

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

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

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

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

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

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

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

 <hr/> Designated Subrecipient Agent	4-11-16 <hr/> Date
--	-----------------------

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

If you have any questions please contact Irma Vera at (713) 750-8262 or email at [irma.vera@ey.com](mailto:irma.vera@ey.com).

ATTACHMENTS: Scope of Work  
Terms and Conditions

<u>P</u>	
Applicant Name: NAVARRO (COUNTY)	Application Title: NAV305C Pct. 3 Roads
Period of Performance Start:	Period of Performance End: 05-25-2017

**Subgrant Application - Entire Application**

**Application Title:** NAV305C Pct. 3 Roads  
**Application Number:**  
**Application Type:** Subgrant Application (PW)

Bundle Reference # (Amendment #)	Date Awarded

**Subgrant Application - FEMA Form 90-91**

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET						
DISASTER		PROJECT NO.	PA ID NO.	DATE	CATEGORY	
FEMA	4245 - DR -TX	NAV305C	348-99349-00	02-22-2018	C	
APPLICANT: NAVARRO (COUNTY)				WORK COMPLETE AS OF: 01-29-2016 : 0 %		
Site 1 of 8						
DAMAGED FACILITY:				COUNTY: Navarro		
CR4240						
LOCATION:				LATITUDE:	LONGITUDE:	
Current Version: CR4240 0.98 miles south of CR4170 Navarro County Texas 31.87510 -96.59126				31.8751	-96.59128	
DAMAGE DESCRIPTION AND DIMENSIONS:						
<p>Current Version: During the incident period from Oct. 22 through Oct. 31, Navarro County suffered damages to their county maintained roads due to severe storms, tomadoes, straight-line winds and flooding and extended periods of standing water.</p> <p>Subgrantee sustained damages to the area at the CR4240 (Road Miles: 1.3) due to severe storms, heavy rain fall and high velocity flooding. the damages include:</p> <ul style="list-style-type: none"> <li>-High velocity flooding over topped the unpaved roadway eroding and washing away 982ft x 14ft x 3 Inches/27 = 127.3CY of the road surface (limestone aggregate/select fill)</li> <li>-High velocity flooding over topped the unpaved roadway eroding and washing away 205ft x 2ft x 2ft/27 = 30.4CY road edges (rock fill)</li> </ul>						
SCOPE OF WORK:						
<p>Current Version: The Subgrantee will utilize Force Account Labor, Force Account Equipment and Materials to rebuild this location to its pre-disaster design, function, and capacity.</p> <p>Work To Be Completed: Force Account Labor will rebuild and reestablish this location by:</p>						

- Replace the limestone aggregate road surface, FEMA Cost Code 3011 at \$27.20/CY (aggregate surface) 992ft x 14ft x 3 inches/27 = 127.3CY x \$27.20 = \$3,462.56
- Replace the limestone aggregate road edge, FEMA Cost Code 3051 at \$26.85/CY (rock fill) 205ft x 2ft x 2R/27 = 30.4CY x \$26.85 = \$816.24

\$3,462.56 + \$816.24 = \$4,278.80

Site 1 Summary: \$4,278.80

**PROJECT SPECIFIC COMMENT:**

**Direct Administrative Costs:**

Subgrantee is claiming DAC directly tied directly to this project worksheet;

- David "Butch" Warren, Navarro County Pct. 3 Commissioner \$44.08 (Fringe Included) x (8) hours = \$264.48
- Pick-up truck 8802 at \$26.00/hour x (6) = \$156.00

DAC Total: \$420.48

The Navarro County Road Department has (4) separate precincts or areas with the responsibility to maintain and repair the farm and ranch land roads. This project worksheet will be written to capture the road damages within Precinct 3, road maintenance records can be found at Navarro County Road Department office.

Some of the roads captured on this project had damages associated with DR-4223-TX, the projects written for DR-4223-TX is for Work Completed, the road damages written on this project worksheet will only be for Work To Be Completed. Damages for DR-4223-TX will not be included in the damages for DR-4245-TX.

**FEMA Cost Codes:**

The Subgrantee and the Project Specialist agreed to use the FEMA Cost Codes at the time the PW was formulated, since the documentation to support the actual costs were not available. As stated in Public Assistance Pocket Guide, "If the Subgrantee has not produced cost data within 2 weeks of the site inspection, the Project Specialist will prepare the PW on the basis of an estimate for the work accomplished."

**GENERAL COMMENTS:**

**WORK TO BE COMPLETED:** Upon completion, this site will be returned to its original design, function and capacity within the original footprint. Acquiring all necessary Federal, State, and local permits is required for Federal Funding. Noncompliance with this requirement may jeopardize the receipt of Federal funds

**FEDERAL AID ROADS:** Project Specialist has validated that none of the sites in this project are listed on the Federal Functional Classification System as Major Collectors, Minor Arterials, Principal Arterials, or Interstate, receiving federal funding.

**ROAD PROJECTS (FIRMette Requirement):** Any road being repaired to pre-disaster design, function, capacity that does not include a hazard mitigation proposal, will not require a FIRMette. If any work to repair the road requires work outside the original footprint a FIRMette will be required.

**SMALL PROJECTS, ANY CATEGORY:** For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest pg. 121.) FEMA does not perform final inspections on small projects; however, the state must certify compliance. The applicant does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run). A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects.

**SMALL PROJECT CHANGE REQUEST:** Change requests to small project worksheets will not be approved unless there is a change in the approved scope of work. This change must be approved prior to the construction, if after completion of all small projects the applicant incurs a significant net small project overrun, the applicant must file an appeal within 60 day of completion of the applicant's last small project. All requests must be submitted through the grantee.

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

**HAZARD MITIGATION PROPOSAL:** Hazard Mitigation under section 406 has been considered for this project and due to the type of work or project, effective mitigation is not feasible within the requirements of 44 CFR 206.226(c).

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

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

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

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

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

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

**COST BASIS FOR LABOR, EQUIPMENT AND MATERIALS:** Costs used to formulate this project were based on: FEMA Cost Codes and Calculation and Conversion template

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

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

By accepting this grant the Applicant to the best of their ability acknowledges that all damages described within this Sub-grant Application and all associated costs being claimed were a direct result of the declared event, and in connection with the incident period of Oct. 22 through Oct. 31 with the exception of requests for alternate or improved projects.

Site 2 of 8

<b>DAMAGED FACILITY:</b> CR4170	<b>COUNTY:</b> Navarro
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<b>LOCATION:</b> Current Version: CR4170 1.04 miles east of CR638 Navarro County Texas 31.87535 -96.62421	<b>LATITUDE:</b> 31.87535	<b>LONGITUDE:</b> -96.62421
--	------------------------------	--------------------------------

**DAMAGE DESCRIPTION AND DIMENSIONS:**

Current Version:  
During the incident period from Oct. 22 through Oct. 31, Navarro County suffered damages to their county maintained roads due to severe storms, tornadoes, straight-line winds and flooding and extended periods of standing water.

Subgrantee sustained damages to the area at the CR4170 (Road Miles: 2.7) due to severe storms, heavy rain fall and high velocity flooding, the damages include:

- High velocity flooding over lapped the unpaved roadway eroding and washing away 2,031ft x 16ft x 3 inches/27 = 300.9CY road surface (limestone aggregate/select fill)

**SCOPE OF WORK:**

Current Version:  
The Subgrantee will utilize Force Account Labor, Force Account Equipment and Materials to rebuild this location to its pre-disaster design, function, and capacity.

Work To Be Completed:  
Force Account Labor will rebuild and reestablish this location by:  
•Replace the limestone aggregate road surface, FEMA Cost Code 3011 at \$27.20/CY (aggregate surface) 2,031ft x 16ft x 3 inches/27 = 300.9CY x \$27.20 = \$8,184.48

Site 2 Summary: \$8,184.48

Site 3 of 8

<b>DAMAGED FACILITY:</b>
--------------------------

CR4300		COUNTY: Navarro	
<b>LOCATION:</b>  Current Version: CR4300 0.23 miles west of Hwy. 638 Navarro County Texas  31.82983 -96.59570		<b>LATITUDE:</b> 31.82983	<b>LONGITUDE:</b> -96.5957
<b>DAMAGE DESCRIPTION AND DIMENSIONS:</b>  Current Version: During the incident period from Oct. 22 through Oct. 31, Navarro County suffered damages to their county maintained roads due to severe storms, tornadoes, straight-line winds and flooding and extended periods of standing water.  Subgrantee sustained damages to the area at the CR4300 (Road Miles: 1.9) due to severe storms, heavy rain fall and high velocity flooding, the damages include: •High velocity flooding over topped the unpaved roadway eroding and washing away 973ft x 16ft x 3 inches/27 = 144.1CY road surface (limestone aggregate/select fill) •High velocity flooding over topped the unpaved roadway eroding and washing away 374ft x 2ft x 1ft/27 = 27.7CY road edges (rock fill)			
<b>SCOPE OF WORK:</b>  Current Version: The Subgrantee will utilize Force Account Labor, Force Account Equipment and Materials to rebuild this location to its pre-disaster design, function, and capacity.  Work To Be Completed: Force Account Labor will rebuild and reestablish this location by: •Replace the limestone aggregate road surface, FEMA Cost Code 3011 at \$27.20/CY (aggregate surface) 973ft x 16ft x 3 inches/27 = 144.1CY x \$27.20 = \$3,919.52 •Replace the limestone aggregate road edge, FEMA Cost Code 3051 at \$26.85/CY (rock fill) 374ft x 2ft x 1ft/27 = 27.7CY x \$26.85 = \$743.75  \$3,919.52 + \$743.75 = \$4,663.27  Site 3 Summary: \$4,663.27			
Site 4 of 8			
DAMAGED FACILITY:		COUNTY: Navarro	
CR4310			
<b>LOCATION:</b>  Current Version: CR4310 2.45 miles west of Hwy. 638 Navarro County Texas  31.81542 -96.61212		<b>LATITUDE:</b> 31.81542	<b>LONGITUDE:</b> -96.61212
<b>DAMAGE DESCRIPTION AND DIMENSIONS:</b>  Current Version: During the incident period from Oct. 22 through Oct. 31, Navarro County suffered damages to their county maintained roads due to severe storms, tornadoes, straight-line winds and flooding and extended periods of standing water.  Subgrantee sustained damages to the area at the CR4310 (Road Miles: 2.8) due to severe storms, heavy rain fall and high velocity flooding, the damages include: •High velocity flooding over topped the unpaved roadway eroding and washing away 4,366ft x 14ft x 3 inches/27 = 649.8CY road surface (limestone aggregate/select fill) •High velocity flooding over topped the unpaved roadway eroding and washing away 473ft x 3ft x 2ft/27 = 105.1CY road edges (rock fill)			
<b>SCOPE OF WORK:</b>  Current Version: The Subgrantee will utilize Force Account Labor, Force Account Equipment and Materials to rebuild this location to its pre-disaster design, function, and capacity.			

2114

2936

# TEXAS DEPARTMENT OF PUBLIC SAFETY

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DEPUTY DIRECTORS



COMMISSION  
A. CYNTHIA LEON, CHAIR  
MANNY FLORES  
FAITH JOHNSON  
STEVEN P. MACH  
RANDY WATSON

6 April 2016

The Honorable H.M. Davenport  
County Judge  
Navarro County  
601 North 13<sup>th</sup> Street, Suite 6  
Corsicana, TX 75110  
DUNS Number: 071371363

RE: Public Assistance Grant, DR 4245 Severe Storms  
Catalog of Federal Domestic Assistance (CFDA) number 97.036  
FEMA Project Number PA-06-TX-4245-PW- 00001(0)  
Project Title: NAV301C - SW-CR0025B Roads  
Period of Performance: 25 November 2015 to 25 May 2017

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

PA-06-TX-4245-PW-00001(0)						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	23 March 2016	\$32,866.76	75%	\$24,650.07	25%	\$8,216.69

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

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

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

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

2937

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

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

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

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

  
\_\_\_\_\_  
Designated Subrecipient Agent

4-11-16  
\_\_\_\_\_  
Date



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

If you have any questions please contact Irma Vera at (713) 750-8262 or email at [irma.vera@ey.com](mailto:irma.vera@ey.com).

ATTACHMENTS: Scope of Work  
Terms and Conditions



<u>P</u>	
Applicant Name: NAVARRO (COUNTY)	Application Title: NAV301C SW-CR0025B Roads
Period of Performance Start:	Period of Performance End: 05-25-2017

**Subgrant Application - Entire Application**

**Application Title:** NAV301C SW-CR0025B Roads  
**Application Number:**  
**Application Type:** Subgrant Application (PW)

Bundle Reference # (Amendment #)	Date Awarded

**Subgrant Application - FEMA Form 90-91**

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET					
DISASTER	PROJECT NO.	PA ID NO.	DATE	CATEGORY	
FEMA 4245 - DR -TX	NAV301C	349-99349-00	01-29-2016	C	
APPLICANT: NAVARRO (COUNTY)			WORK COMPLETE AS OF: 01-29-2016 : 0 %		
Site 1 of 1					
DAMAGED FACILITY: SW-CR0025B			COUNTY: Navarro		
LOCATION:  Current Version: SW-CR0025B 1.83 miles north of Bonner Ave. Navarro County Texas  32.001963 -96.462430			LATITUDE: 32.001963	LONGITUDE: -96.46243	
DAMAGE DESCRIPTION AND DIMENSIONS:  Current Version: Subgrantee sustained damages to the area at the SW-CR0025B due to severe storms, heavy rain fall and high velocity flooding, the damages include: • High velocity flooding over topped the unpaved roadway eroding and washing away the entire road, 368ft x 18ft x 5ft/27 = 1,084.4CY of the road base (unclassified fill) 368ft x 18ft x 3 inches/27 = 54.2CY of the road surface (limestone aggregate/select fill) NOTE: This location has (6) CMP (culverts) (1) each 36 inch x 30ft, (4) each 48 inch x 30ft and (1) each 72 inch x 30ft. Subgrantee stated no damages occurred to these culverts but will need to removed and reposition after road base is reestablished.					
SCOPE OF WORK:  Current Version: The Subgrantee will utilize Force Account Labor, Force Account Equipment and Materials to rebuild this location to its pre-disaster design, function, and capacity.  Work To Be Completed: Force Account Labor will rebuild and reestablish this location by: • Excavate 368ft x 18ft x 2ft/27 = 677.8CY of the road to reestablish subgrade surface, FEMA Cost Code 4021 (excavation) \$16.63/CY, 1,084.4CY x \$16.63 = \$11,271.81					

- Grading 366ft x 16ft/9 = 650.7SY of the road to prepare the road for base layers and reposition the culverts, FEMA Cost Code 3060 (grading) \$1.15/SY, 650.7SY x \$1.15 = \$748.31
- Replace 366ft x 16ft x 5ft/27 = 1,084.4CY of the road base layers, FEMA Cost Code 3020 (unclassified fill) \$17.80, 1,084.4 CY x \$17.80 = \$19,302.32
- Replace 366ft x 16ft x 3 inches/27 = 54.2CY of the limestone aggregate road surface, FEMA Cost Code 3011 (aggregate surface) \$27.20/CY, 54.2CY x \$27.20 = \$1,474.24

\$11,271.81 + \$748.31 + \$19,302.32 + \$1,474.24 = \$32,796.68

Site 1 Summary: \$32,796.68

**PROJECT SPECIFIC COMMENTS:**

**Direct Administrative Costs:**

Subgrantee is claiming DAC directly tied directly to this project worksheet;

David "Butch" Warren, Navarro County Pct. 3 Commissioner \$44.08 (Fringe Included) x (1) hours = \$44.08

Pick-up truck 8802 at \$26.00/hour x (1) = \$26.00

DAC Total: \$70.08

Navarro County Government  
601 North 13th Street, Suite 6  
Corsicana, TX 75110  
Lat/Lon: 32.097171 -96.469905

County Road Barn-Dawson Office  
17500 FM709 North  
Dawson, TX 76539  
Lat/Lon: 31.899827 -96.720965

County Road Barn-Richland Office  
700 South Austin Ave.  
Richland, TX 76881  
Lat/Lon: 31.920939 -96.427245

During the incident period from Oct. 22 through Oct. 31, Navarro County suffered damages to their county maintained roads due to severe storms, tornadoes, straight-line winds and flooding and extended periods of standing water. The Navarro County Road Department has (4) separate precincts or areas with the responsibility to maintain and repair the farm and ranch land roads. This project worksheet will be written to capture the road damages within Precinct 3.

The Subgrantee has provided road maintenance records, these records have been reviewed, additional road maintenance records can be found at Pct.3 office.

**FEMA Cost Codes:**

The Subgrantee and the Project Specialist agreed to use the FEMA Cost Codes at the time the PW was formulated, since the documentation to support the actual costs were not available. As stated in Public Assistance Pocket Guide, "If the Subgrantee has not produced cost data within 2 weeks of the site inspection, the Project Specialist will prepare the PW on the basis of an estimate for the work accomplished."

**GENERAL COMMENTS:**

**WORK TO BE COMPLETED:** Upon completion, this site will be returned to its original design, function and capacity within the original footprint. Acquiring all necessary Federal, State, and local permits is required for Federal Funding. Noncompliance with this requirement may jeopardize the receipt of Federal funds

**FEDERAL AID ROADS:** Project Specialist has validated that none of the sites in this project are listed on the Federal Functional Classification System as Major Collectors, Minor Arterials, Principal Arterials, or Interstate, receiving federal funding.

**ROAD PROJECTS (FIRMette Requirement):** Any road being repaired to pre-disaster design, function, capacity that does not include a hazard mitigation proposal, will not require a FIRMette. If any work to repair the road requires work outside the original footprint a FIRMette will be required.

**SMALL PROJECTS, ANY CATEGORY:** For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest pg. 121.) FEMA does not perform final inspections on small projects; however, the state must certify compliance. The applicant does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run). A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects.

**SMALL PROJECT CHANGE REQUEST:** Change requests to small project worksheets will not be approved unless there is a change in the approved scope of work. This change must be approved prior to the construction. If after completion of all small projects the applicant incurs a significant net small project overrun, the applicant must file an appeal within 60 day of completion of the applicant's last small project. All requests must be submitted through the grantee.

**DIRECT ADMINISTRATIVE COSTS:** The Subgrantee requested Direct Administrative Costs (DAC) that are directly chargeable to this project. Associated eligible work is related administration of the PA project only and in accordance with 2 CFR 200.413. These costs are treated consistently and uniformly as direct costs in all federal awards and other Subgrantee activities and are not included in any approved

indirect cost rates.

**HAZARD MITIGATION PROPOSAL:** Hazard Mitigation under section 406 has been considered for this project and due to the type of work or project, effective mitigation is not feasible within the requirements of 44 CFR 206.226(c).

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

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

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

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

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

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

**COST BASIS FOR LABOR, EQUIPMENT AND MATERIALS:** Costs used to formulate this project were based on: FEMA Cost Codes and Calculation and Conversion template

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

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

By accepting this grant the Applicant to the best of their ability acknowledges that all damages described within this Sub-grant Application and all associated costs being claimed were a direct result of the declared event, and in connection with the incident period of 05/04/2015 thru 06/19/2015 with the exception of requests for alternate or improved projects

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

**PROJECT COST**

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work To Be Completed			
1	9888	Site 1 SW-CR0025B Work To Be Completed	1/LS	\$ 32,796.68	\$ 32,796.68
		Direct Subgrantee Admin Cost			
2	9901	Direct Administrative Costs (Subgrantee)	1/LS	\$ 70.08	\$ 70.08
				<b>TOTAL COST</b>	<b>\$ 32,866.76</b>

PREPARED BY ROBERT CARTER	TITLE PROJECT SPECIALIST	SIGNATURE <i>Robert Carter</i>
APPLICANT REP. <i>H.M. Davenport, Jr.</i>	TITLE <i>Co Judge</i>	SIGNATURE <i>[Signature]</i>

NAVARRO (COUNTY) :					
Conditions Information					
Review Name	Condition Type	Condition Name	Description	Monitored	Status
No Conditions					

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
No Comments				

## GRANT TERMS AND CONDITIONS

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

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

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

- A. **Standard of Performance.** Subrecipient shall perform all activities as approved by DPS/TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
  2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
  3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
  4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
  5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
  6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
  7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
- B. **Failure to Perform.** In the event Subrecipient fails to implement the project(s) entered and approved in the DPS/TDEM web-based grants management system, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.
- C. **Funding Obligations.** DPS/TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/TDEM under this Grant shall not exceed the Total Award Amount listed on the Grant Subrecipient Award.
  2. Subrecipient shall contribute the match funds listed on the Grant Subrecipient Award.

3. Subrecipient shall refund to DPS/TDEM any sum of these Grant funds that has been determined by DPS/TDEM to be an overpayment to Subrecipient or that DPS/TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to DPS/TDEM within thirty (30) calendar days after
  4. DPS/TDEM requests such refund.
- D. **Performance Period.** The performance period for this Grant is listed on the Grant Subrecipient Award letter. All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to DPS/TDEM within 60 days for the end of the performance period. Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to DPS/TDEM within 60 days of the end of the performance period. DPS/TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.
- E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:
- Public Law 93-288, as amended (Stafford Act)
  - 44 CFR, Emergency Management and Assistance
  - Disaster Mitigation Act of 2000
  - OMB Regulations 2 CFR, Grant and Agreements
  - Executive Order 11988, Floodplain Management
  - Executive Order 11990, Protection of Wetlands
  - Executive Order 12372, Intergovernmental Review of Programs and Activities
  - Executive Order 12549, Debarment and Suspension
  - Executive Order 12612, Federalism
  - Executive Order 12699, Seismic Design
  - Executive Order 12898, Environmental Justice
  - Coastal Barrier Resources Act, Public Law 97-348
  - Single Audit Act, Public Law 98-502
  - Sandy Recovery Improvement Act publications
  - 16 U.S.C. § 470, National Historic Preservation Act
  - 16 U.S.C. § 1531, Endangered Species Act References
  - FEMA program publications, guidance and policies
- F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:  
<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>  
 and the program State Administrative Plan, available at:  
<http://www.txdps.state.tx.us/dem/GrantsResources/index.htm>.

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

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

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

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

#### **G. Restrictions and General Conditions.**

1. **Use of Funds.** DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
2. **Federal Employee Prohibition.** Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. **Points of Contacts.** Within 30 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change or correction to the Designation of Applicant's Agent, chief elected official, program, and/or financial points of contact in the DPS/TDEM grant management system.
4. **DUNS Number.** Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number

- established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>
5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) or other federally established site for contractor registration, and entered DPS/TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
  6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
    - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
    - b. Where and when to report: Subrecipient shall report executive total compensation at [www.sam.gov](http://www.sam.gov) or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
  7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.
  8. Direct Deposit. If Subrecipient has not received reimbursements from DPS/TDEM within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/TDEM. Completed direct deposit forms from Subrecipient shall be emailed to TDEM project officer. The email subject line and attachment name shall include the subrecipient name and identify the document attached (i.e. "Sample County DD form"). The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>.
  9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.



10. Site Visits. DHS and/or DPS/TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

H. Procurement and Contracting.

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
  - a. Procurement by micro purchase
  - b. Procurement by small purchase
  - c. Procurement by sealed bid
  - d. Procurement by competitive proposal
  - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

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

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

**Must negotiate profit as a separate element where required.**

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

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

J. **Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A-133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit DPS/TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.
4. **Subrecipient's Facilitation of Audit.** Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. **State Auditor's Clause.** Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

**K. Retention and Accessibility of Records.**

1. **Retention of Records.** Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, of Part 200 UGMS §\_\_42, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.
2. **Access to Records.** Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

**L. Changes, Amendments, Suspension or Termination**

1. **Modification.** FEMA or DPS/TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. **Effect of Changes in Federal and State Laws.** Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.
3. **Suspension.** In the event Subrecipient fails to comply with any term of this Grant, DPS/TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. **Termination.** DPS/TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/TDEM shall provide written notice of the termination and include:
  - a. The reason(s) for such termination;
  - b. The effective date of such termination; and
  - c. In the case of partial termination, the portion of this Grant to be terminated.
  - d. Appeal may be made to the Deputy Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

- M. **Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application,

a notice of award, or elsewhere, DPS/TDEM or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by DPS/TDEM or DHS;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

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

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

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

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

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O. 12549. 2 C.F.R., Appendix II to Part 200, (I).

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

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

The closeout of this Grant does not affect:

1. DHS or DPS/TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

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**EXHIBIT A**

**ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B**

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application, (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

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**EXHIBIT B**

**ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D**

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

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

## Exhibit C

### Certifications for Grant Agreements

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

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
  1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to [www.sam.gov](http://www.sam.gov) and the State Debarred Vendor List at: [www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred).
  2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
  4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
  5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.



**EXHIBIT D**

**State of Texas Assurances**

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

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section .36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

**EXHIBIT E****Environmental Review**

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

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

**EXHIBIT F****Additional Grant Conditions**

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Kickoff meeting with the State- Federal team.
2. All work must be done prior to the approved project completion deadline assigned to each Project. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding.
4. The Project Completion and Certification Report must be returned to TDEM once all the approved work has been completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report.
5. A cost overrun appeal on small (\$120,000.00) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by completing the "Payment of Funds" request and including documentation supporting your request. In the event that an audit results in a reduction of the awarded amount of a project, the subrecipient is responsible for returning the identified overage within 30 days of notification of the overpayment. Small Public Assistance projects are paid upon obligation and the receipt of all required documentation. Payments must be requested at least quarterly if expenditures have been made in that quarter.
9. Projects that have not received final payment will be reviewed quarterly by TDEM representatives upon receipt of the Quarterly Review form from the subrecipient. Quarterly reports will be due on the following dates: **March 15th, June 15th, September 15th & December 15th.** Public Assistance program small projects are exempted.
10. Subrecipient with must submit a project cost summary to TDEM following the completion of each project, except Public Assistance program small projects. The project cost summary must list all labor, equipment, materials and contract costs associated with making needed repairs.
11. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted

to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

12. Completed record and cost documents for all approved work must be for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.
13. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
14. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.

**EXHIBIT G****Additional Grant Certifications****Match Certification**

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

**Duplication of Program Statement**

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

**For Hazard Mitigation Projects Only:****Maintenance Agreement**

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

**Environmental Justice Statement**

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

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

#14

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# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW  
DIRECTOR  
DAVID G. BAKER  
ROBERT J. BODISCH, SR.  
DEPUTY DIRECTORS



COMMISSION  
A. CYNTHIA LEON, CHAIR  
MANNY FLORES  
FAITH JOHNSON  
STEVEN P. MACH  
RANDY WATSON

6 April 2016

The Honorable H.M. Davenport  
County Judge  
Navarro County  
601 North 13<sup>th</sup> Street, Suite 6  
Corsicana, TX 75110  
DUNS Number: 071371363

RE: Public Assistance Grant, DR 4245 Severe Storms  
Catalog of Federal Domestic Assistance (CFDA) number 97.036  
FEMA Project Number PA-06-TX-4245-PW- 00002(0)  
Project Title: NAV302C - SW-CR0040 (East)  
Period of Performance: 25 November 2015 to 25 May 2017

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

PA-06-TX-4245-PW-00002(0)						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	23 March 2016	\$39,676.75	75%	\$29,757.56	25%	\$9,919.19

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

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

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

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

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

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

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

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

  
\_\_\_\_\_  
Designated Subrecipient Agent

4-11-16  
\_\_\_\_\_  
Date



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

If you have any questions please contact Irma Vera at (713) 750-8262 or email at [irma.vera@ey.com](mailto:irma.vera@ey.com).

ATTACHMENTS: Scope of Work  
Terms and Conditions



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PA-06-TX-4245-PW-00002(0) P	
Applicant Name:	Application Title:
NAVARRO (COUNTY)	NAV302C SW-CR0040 (East)
Period of Performance Start:	Period of Performance End:
11-25-2015	05-25-2017

Bundle Reference # (Amendment #)	Date Awarded
PA-06-TX-4245-PW-00002(8)	03-23-2016

### Subgrant Application - FEMA Form 90-91

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

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET					
DISASTER		PROJECT NO. NAV302C	PA ID NO. 349-99349-00	DATE 02-05-2016	CATEGORY C
FEMA	4245 - DR -TX				
APPLICANT: NAVARRO (COUNTY)			WORK COMPLETE AS OF: 01-29-2016 : 0 %		
Site 1 of 1					
DAMAGED FACILITY:			COUNTY: Navarro		
SW-CR0040 (East)					
LOCATION:			LATITUDE:	LONGITUDE:	
PA-06-TX-4245-PW-00002(0): SW-CR0040 (East) 0.29 miles southeast of FM3194 Navarro County Texas			31.925236	-96.476718	
31.925236 -96.476718					
Current Version:					
DAMAGE DESCRIPTION AND DIMENSIONS:					
PA-06-TX-4245-PW-00002(0): During the incident period from Oct. 22 through Oct. 31, Navarro County suffered damages to their county maintained roads due to severe storms, tornadoes, straight-line winds and flooding and extended periods of standing water.					
Subgrantee sustained damages to the area at the SW-CR0040 (East) due to severe storms, heavy rain fall and high velocity flooding, the damages include:					
<ul style="list-style-type: none"> <li>High velocity flooding over topped the unpaved roadway eroding and washing away the roadedge on the southside, 954ft x 5ft x 5ft/27 = 883.3CY and on the northside 822ft x 4ft x 2ft/27 = 243.6CY and 1,872ft x 18ft x 3 inches/27 = 312.0CY of the road surface (limestone aggregate/select fill)</li> <li>High velocity flooding over topped the unpaved roadway eroding and washing away and destroying the 18 inch x 20ft culvert</li> </ul>					
Current Version:					
SCOPE OF WORK:					
PA-06-TX-4245-PW-00002(0): The Subgrantee will utilize Force Account Labor, Force Account Equipment and Materials to rebuild this location to its pre-disaster design, function, and capacity.					
Work To Be Completed:					
Force Account Labor will rebuild and reestablish this location by:					
<ul style="list-style-type: none"> <li>Replace (southside) 954ft x 5ft x 5ft/27 = 883.3CY, FEMA Cost Code 3051 (rockfill) \$26.85, 883.3CY x \$26.85 = \$23,716.61</li> <li>Replace (northside) 822ft x 4ft x 2ft/27 = 243.6CY, FEMA Cost Code 3051 (rockfill) \$26.85, 243.6CY x \$26.85 = \$6,540.66</li> <li>Replace 1,872ft x 18ft x 3 inches/27 = 312.0CY of the limestone aggregate road surface, FEMA Cost Code 3011 (aggregate surface)</li> </ul>					

required by 2 CFR 317-328.

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

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

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

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

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

**COST BASIS FOR LABOR, EQUIPMENT AND MATERIALS:** Costs used to formulate this project were based on: FEMA Cost Codes and Calculation and Conversion template

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

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

By accepting this grant the Applicant to the best of their ability acknowledges that all damages described within this Sub-grant Application and all associated costs being claimed were a direct result of the declared event, and in connection with the incident period of 05/04/2015 thru 06/19/2015 with the exception of requests for alternate or improved projects

Current Version:

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

**PROJECT COST**

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work To Be Completed			
1	9888	Site 1 SW-CR0040 (East) Work To Be Completed	1/LS	\$ 39,606.67	\$ 39,606.67
		Direct Subgrantee Admin Cost			
2	9901	Direct Administrative Costs (Subgrantee)	1/LS	\$ 70.08	\$ 70.08
				<b>TOTAL COST</b>	<b>\$ 39,676.75</b>
PREPARED BY ROBERT CARTER			TITLE PROJECT SPECIALIST	SIGNATURE <i>Robert Carter</i>	
APPLICANT REP <i>H.M. Davenport, Jr.</i>			TITLE <i>Co. Judge</i>	SIGNATURE <i>H.M. Davenport</i>	

## GRANT TERMS AND CONDITIONS

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

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

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

- A. **Standard of Performance.** Subrecipient shall perform all activities as approved by DPS/TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
  2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
  3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
  4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
  5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
  6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
  7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
- B. **Failure to Perform.** In the event Subrecipient fails to implement the project(s) entered and approved in the DPS/TDEM web-based grants management system, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.
- C. **Funding Obligations.** DPS/TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/TDEM under this Grant shall not exceed the Total Award Amount listed on the Grant Subrecipient Award.
  2. Subrecipient shall contribute the match funds listed on the Grant Subrecipient Award.

3. Subrecipient shall refund to DPS/TDEM any sum of these Grant funds that has been determined by DPS/TDEM to be an overpayment to Subrecipient or that DPS/TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to DPS/TDEM within thirty (30) calendar days after
  4. DPS/TDEM requests such refund.
- D. **Performance Period.** The performance period for this Grant is listed on the Grant Subrecipient Award letter. All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to DPS/TDEM within 60 days for the end of the performance period. Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to DPS/TDEM within 60 days of the end of the performance period. DPS/TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.
- E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:
- Public Law 93-288, as amended (Stafford Act)
  - 44 CFR, Emergency Management and Assistance
  - Disaster Mitigation Act of 2000
  - OMB Regulations 2 CFR, Grant and Agreements
  - Executive Order 11988, Floodplain Management
  - Executive Order 11990, Protection of Wetlands
  - Executive Order 12372, Intergovernmental Review of Programs and Activities
  - Executive Order 12549, Debarment and Suspension
  - Executive Order 12612, Federalism
  - Executive Order 12699, Seismic Design
  - Executive Order 12898, Environmental Justice
  - Coastal Barrier Resources Act, Public Law 97-348
  - Single Audit Act, Public Law 98-502
  - Sandy Recovery Improvement Act publications
  - 16 U.S.C. § 470, National Historic Preservation Act
  - 16 U.S.C. § 1531, Endangered Species Act References
  - FEMA program publications, guidance and policies
- F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:  
<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>  
 and the program State Administrative Plan, available at:  
<http://www.txdps.state.tx.us/dem/GrantsResources/index.htm>.

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

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

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

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

**G. Restrictions and General Conditions.**

1. **Use of Funds.** DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
2. **Federal Employee Prohibition.** Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. **Points of Contacts.** Within 30 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change or correction to the Designation of Applicant's Agent, chief elected official, program, and/or financial points of contact in the DPS/TDEM grant management system.
4. **DUNS Number.** Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number

established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>

5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) or other federally established site for contractor registration, and entered DPS/TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
  - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
  - b. Where and when to report: Subrecipient shall report executive total compensation at [www.sam.gov](http://www.sam.gov) or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.
8. Direct Deposit. If Subrecipient has not received reimbursements from DPS/TDEM within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/TDEM. Completed direct deposit forms from Subrecipient shall be emailed to TDEM project officer. The email subject line and attachment name shall include the subrecipient name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.

10. Site Visits. DHS and/or DPS/TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

H. Procurement and Contracting.

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
  - a. Procurement by micro purchase
  - b. Procurement by small purchase
  - c. Procurement by sealed bid
  - d. Procurement by competitive proposal
  - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

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

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

Must negotiate profit as a separate element where required.

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

I. Monitoring. Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

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

J. **Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A-133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit DPS/TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.
4. **Subrecipient's Facilitation of Audit.** Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. **State Auditor's Clause.** Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.



**K. Retention and Accessibility of Records.**

1. **Retention of Records.** Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, of Part 200 UGMS §\_\_42, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.
2. **Access to Records.** Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

**L. Changes, Amendments, Suspension or Termination**

1. **Modification.** FEMA or DPS/TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. **Effect of Changes in Federal and State Laws.** Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.
3. **Suspension.** In the event Subrecipient fails to comply with any term of this Grant, DPS/TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. **Termination.** DPS/TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/TDEM shall provide written notice of the termination and include:
  - a. The reason(s) for such termination;
  - b. The effective date of such termination; and
  - c. In the case of partial termination, the portion of this Grant to be terminated.
  - d. Appeal may be made to the Deputy Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

- M. Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application,

a notice of award, or elsewhere, DPS/TDEM or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by DPS/TDEM or DHS;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

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

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

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

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

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O. 12549. 2 C.F.R., Appendix II to Part 200, (I).

N. **Conflicts of Interest.** The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

O. **Closing of this Grant.** DPS/TDEM will close a subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, DPS/TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, DPS/TDEM will recover the unused funds.

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

The closeout of this Grant does not affect:

1. DHS or DPS/TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

**EXHIBIT A****ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B**

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C), and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

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## EXHIBIT B

### ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§489a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

## Exhibit C

### Certifications for Grant Agreements

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

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
  1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to [www.sam.gov](http://www.sam.gov) and the State Debarred Vendor List at: [www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred).
  2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
  4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
  5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

**EXHIBIT D****State of Texas Assurances**

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

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section .36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.



**EXHIBIT E****Environmental Review**

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

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

**EXHIBIT F****Additional Grant Conditions**

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Kickoff meeting with the State- Federal team.
2. All work must be done prior to the approved project completion deadline assigned to each Project. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding.
4. The Project Completion and Certification Report must be returned to TDEM once all the approved work has been completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report.
5. A cost overrun appeal on small (\$120,000.00) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by completing the "Payment of Funds" request and including documentation supporting your request. In the event that an audit results in a reduction of the awarded amount of a project, the subrecipient is responsible for returning the identified overage within 30 days of notification of the overpayment. Small Public Assistance projects are paid upon obligation and the receipt of all required documentation. Payments must be requested at least quarterly if expenditures have been made in that quarter.
9. Projects that have not received final payment will be reviewed quarterly by TDEM representatives upon receipt of the Quarterly Review form from the subrecipient. Quarterly reports will be due on the following dates: **March 15th, June 15th, September 15th & December 15th.** Public Assistance program small projects are exempted.
10. Subrecipient with must submit a project cost summary to TDEM following the completion of each project, except Public Assistance program small projects. The project cost summary must list all labor, equipment, materials and contract costs associated with making needed repairs.
11. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted

to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

12. Completed record and cost documents for all approved work must be for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.
13. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
14. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.

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**EXHIBIT G**

**Additional Grant Certifications**

**Match Certification**

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

**Duplication of Program Statement**

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

**For Hazard Mitigation Projects Only:**

**Maintenance Agreement**

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

**Environmental Justice Statement**

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

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

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# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220  
512/424-2000  
www.dps.texas.gov



STEVEN C. McCRAW  
DIRECTOR  
DAVID G. BAKER  
ROBERT J. BODISCH, SR.  
DEPUTY DIRECTORS



COMMISSION  
A. CYNTHIA LEON, CHAIR  
MANNY FLORES  
FAITH JOHNSON  
STEVEN P. MACH  
RANDY WATSON

6 April 2016

The Honorable H.M. Davenport  
County Judge  
Navarro County  
601 North 13th  
Street Suite 6  
Corsicana, TX 75110  
DUNS Number: 071371363

RE: Public Assistance Grant, DR 4223, Severe Storms, Tornadoes,  
Straight – line Winds, and Floods  
Catalog of Federal Domestic Assistance (CFDA) number 97.036  
FEMA Project Number PA-06-TX-4223-PW-01391(0)  
Project Title: NAV006C - Precinct 3 Roads - Completed Work  
Period of Performance: 29 May 2015 to 29 November 2016

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

PA-06-TX-4223-PW-01391(0)						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	5 April 2016	\$39,161.09	75%	\$29,370.82	25%	\$9,790.27

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

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

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

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

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

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

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

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

  
\_\_\_\_\_  
Designated Subrecipient/Agent

4-11-16  
\_\_\_\_\_  
Date



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

If you have any questions please contact Irma Vera at (713) 750-8262 or email at [irma.vera@ey.com](mailto:irma.vera@ey.com).

ATTACHMENTS: Scope of Work  
Terms and Conditions

PA-06-TX-4223-PW-01391(0) <u>P</u>	
Applicant Name: NAVARRO (COUNTY)	Application Title: NAV006C - Precinct 3 Roads - Completed Work
Period of Performance Start: 05-29-2015	Period of Performance End: 11-29-2016

Bundle Reference # (Amendment #)	Date Awarded

**Subgrant Application - FEMA Form 90-91**

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

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET					
DISASTER		PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA	4223 - DR -TX	NAV006C	349-99349-00	02-22-2018	C
APPLICANT: NAVARRO (COUNTY)			WORK COMPLETE AS OF: 12-10-2015 : 100 %		
Site 1 of 1					
DAMAGED FACILITY: Precinct 3 Roads			COUNTY: Navarro		
LOCATION:				LATITUDE:	LONGITUDE:
Current Version: The Navarro County Precinct 3 road department is located in Dawson, TX about 20 miles southwest of Corsicana, TX at Latitude 32.893890, Longitude - 96.715006				31.89389	-96.715006
DAMAGE DESCRIPTION AND DIMENSIONS:					
Current Version: During the incident period from May 4, through June 22, 2015, severe flooding from storms resulted in road damage in Navarro County, Texas. Aggregate was washed away from roads resulting in deep cuts and / or erosion of the surface material in many locations. In several locations bridges were damaged and culverts were damaged or washed out.					
The Applicant is responsible for maintaining roads in the county and will undertake repairs to restore these roads to pre-disaster condition.					
Note: The factor used to convert tons to cubic yards is 1.4 for aggregate materials. The factor used to convert tons to cubic yards is 1.9 for hot mix asphaltic concrete. Small differences between the quantities of materials measured (in Cubic Yards) and the quantity of materials placed (in tons) are due to rounding errors. The quantities measured by the suppliers (measured to 0.01 Ton) were used to compute "Laid-in-Place" Costs for reimbursement.					
The following sites were damaged:					
Site 23: County Road SW2300: Between GPS 31.847792, -96.493591 and 31.839338, -96.527122; intermittent damage occurred where flooding washed away gravel from the top of the road and created ruts and holes. The total of the sections requiring repair measured 444 FT x 16 FT x 0.2 FT = 52.6 CY					
52.6 CY x 1.4 = 73.6 Tons of "Grade 2 Base"					
Flooding also washed away road base material ("3/5 Rock") in this section of road. The total used measured 98 FT x 16 FT x 0.3 FT = 17.4 CY					
17.4 CY x 1.4 = 24.4 Tons of "3/5 Rock"					
Site 24: County Road SW2330: Between GPS 31.804861, -96.507530 and 31.804747, -96.495415; intermittent damage occurred where					

flooding washed away gravel from the road surface. The total of the sections requiring repair measured 2,316 FT x 15 FT x 0.2 FT = 257.3 CY

257.3 CY x 1.4 = 360.2 Tons of "Grade 2 Base"

Site 25: County Road SW2200: Between GPS 31.873714, -96.487259 and 31.866665, -96.482346; intermittent damage occurred where flooding washed away gravel from the top of the road and created ruts and holes. The total of the sections requiring repair measured 508 FT x 18 FT x 0.2 FT = 67.7 CY

67.7 CY x 1.4 = 94.8 Tons of "Grade 2 Base"

Site 26: County Road SW2210: Between GPS 31.866508, -96.446220 and 31.883501, -96.459969; intermittent damage occurred where flooding washed away gravel from the top of the road and created ruts and holes. The total of the sections requiring repair measured 6,695 FT x 18 FT x 0.2 FT = 892.7 CY

892.7 CY x 1.4 = 1,249.75 Tons of "Grade 2 Base"

Site 27: County Road SW2340: Between GPS 31.921135, -96.423233 and 31.886353, -96.379410; intermittent damage occurred where flooding washed away chip seal asphalt from the road surface. The total of the sections requiring repair measured 273 FT x 22 FT x 0.2 FT = 44.4 CY

44.4 CY x 1.4 = 62.1 Tons of "Grade 2 Base"

Site 28: County Road SW2370: Between GPS 31.873590, -96.361618 and 31.873440, -96.358406; intermittent damage occurred where flooding washed away road base material ("3x5 Rock"). The total of these intermittent sections requiring repair measured 37 FT x 18 FT x 0.5 FT = 12.4 CY

12.4 CY x 1.4 = 17.4 Tons of "3/5 Rock"

Site 29: County Road SW2386: Between GPS 31.854336, -96.377068 and 31.861860, -96.389442; intermittent damage occurred where flooding washed away gravel from the top of the road and created ruts and holes. The total of the sections requiring repair measured 268 FT x 17 FT x 0.2 FT = 33.7 CY

33.7 CY x 1.4 = 47.2 Tons of "Grade 2 Base"

Site 30: County Road SW2400: Between GPS 31.86216, -96.443176 and 31.874014, -96.420619; intermittent damage occurred where flooding washed away gravel from the top of the road and created ruts and holes. The total of the sections requiring repair measured 3,224 FT x 18 FT x 0.2 FT = 429.8 CY

307.0 CY x 1.4 = 429.8 Tons of "Grade 2 Base"

Site 31: County Road SW4170: Between GPS 31.873533, -96.827823 and 31.875864, -96.623169; intermittent damage occurred where flooding washed away gravel from the top of the road and created ruts and holes. The total of the sections requiring repair measured 617 FT x 15 FT x 0.2 FT = 68.5 CY

68.5 CY x 1.4 = 95.9 Tons of "Grade 2 Base"

Site 32: County Road SW4160: Between GPS 31.865419, -96.673096 and 31.861148, -96.680878; intermittent damage occurred where flooding washed away gravel from the top of the road and created ruts and holes. The total of the sections requiring repair measured 431 FT x 16 FT x 0.2 FT = 51.1 CY

51.1 CY x 1.4 = 71.6 Tons of "Grade 2 Base"

Site 33: County Road SW4040: Between GPS 31.869406, -96.712814 and 31.869152, -96.714302; intermittent damage occurred where flooding washed away gravel from the top of the road and created ruts and holes. The total of the sections requiring repair measured 295 FT x 18 FT x 0.2 FT = 35.0 CY

35.0 CY x 1.4 = 49 Tons of "Grade 2 Base"

#### SCOPE OF WORK:

Current Version:  
COMPLETED WORK

NOTE: Direct Administrative Costs were for site visits and the administrative work necessary to document the cost of repairs. These administrative costs totaled \$1,416.88 and were distributed among the 3 Project Worksheets that cover the sites that were visited (\$1,416.88 / 3 = \$472.29 per PV)



The quantities (in tons) of the material placed are from the attached invoices from material suppliers. (Note that the "Cubic Yards" handwritten on these invoices is a calculation made by the County Auditor's Office and is incorrect.)

The cost of work completed shown below was calculated using "Laid-in-Place" costs as described in the attached Narrative and shown on the attached "Laid-in-Place Costs" spreadsheet. These quantities are shown in the attached "Site Material" spreadsheets furnished for each site.

Note that these sites were visited after the October / November flooding washed away the repairs from the May / June event. Therefore, accurate measurement of the repairs was not possible and the dimensions of the damage were estimated based on records of the material used in addition to the observations made in the field.

Applicant utilized Force Account labor, equipment and material to return the gravel roads to pre-disaster conditions as shown below:

Site 23: County Road SW2300: Applicant used Force Account labor and equipment to place 73.61 tons of Grade 2 Base aggregate to return the road to pre-disaster conditions.

The Laid-in-Place cost = \$1,093.84

Applicant also used Force Account labor and equipment to place 24.41 tons of 3/5 Rock road base aggregate to return the road to pre-disaster conditions.

The Laid-in-Place cost = \$605.86

Site 24: County Road SW2330: Applicant used Force Account labor and equipment to place 360.22 tons of Grade 2 Base aggregate to return the road to pre-disaster conditions.

The Laid-in-Place cost = \$5,352.87

Site 25: County Road SW2200: Applicant used Force Account labor and equipment to place 94.78 tons of Grade 2 Base aggregate to return the road to pre-disaster conditions.

The Laid-in-Place cost = \$1,408.43

Site 26: County Road SW2210: Applicant used Force Account labor and equipment to place 1,249.75 tons of Grade 2 Base aggregate to return the road to pre-disaster conditions.

The Laid-in-Place cost = \$18,571.29

Site 27: County Road SW2340: Applicant used Force Account labor and equipment to place 62.09 tons of Grade 2 Base aggregate to return the road to pre-disaster conditions.

The Laid-in-Place cost = \$922.66

Site 28: County Road SW2370: Applicant used Force Account labor and equipment to place 17.37 tons of road base aggregate ("3/5 Rock") to return the road to pre-disaster conditions.

The Laid-in-Place cost = \$431.12

Site 29: County Road SW2386: Applicant used Force Account labor and equipment to place 47.16 tons of Grade 2 Base aggregate to return the road to pre-disaster conditions.

The Laid-in-Place cost = \$700.80

Site 30: County Road SW2400: Applicant used Force Account labor and equipment to place 429.78 tons of Grade 2 Base aggregate to return the road to pre-disaster conditions.

The Laid-in-Place cost = \$6,386.23

Site 31: County Road SW4170: Applicant used Force Account labor and equipment to place 95.88 tons of Grade 2 Base aggregate to return the road to pre-disaster conditions.

The Laid-in-Place cost = \$1,424.78

Site 32: County Road SW4160: Applicant used Force Account labor and equipment to place 71.55 tons of Grade 2 Base aggregate to return the road to pre-disaster conditions.

The Laid-in-Place cost = \$1,063.23

Site 33: County Road SW4040: Applicant used Force Account labor and equipment to place 48.97 tons of Grade 2 Base aggregate to return the road to pre-disaster conditions.

The Laid-in-Place cost = \$727.69

#### PROJECT NOTES

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

NOTE: Direct Administrative Costs were for site visits and these costs were distributed among all Project Worksheets that cover the sites that were visited.

– HAZARD MITIGATION PROPOSAL: Hazard Mitigation under section 406 has been considered for this project and due to the type of work or project, effective mitigation is not feasible within the requirements of 44 CFR 206.226(c).

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

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

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

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

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

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

– COST BASIS FOR LABOR, EQUIPMENT AND MATERIALS: Costs used to formulate this project were based on: (select all that apply and include data dates)

- Unit Costs provided by Applicant
- RS Means cost estimating guide
- Actual or Recent Contract costs
- FEMA cost codes
- Local material cost

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

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

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

– WORK TO BE COMPLETED: Upon completion, this site will be returned to its original design, function, and capacity within the original footprint. Acquiring all necessary Federal, State, and local permits is required for Federal Funding. Noncompliance with this requirement may jeopardize the receipt of Federal funds

– FEDERAL AID ROADS: Project Specialist has validated that none of the sites in this project are listed on the Federal Functional Classification System as Major Collectors, Minor Arterials, Principal Arterials, or Interstate, receiving federal funding.

– ROAD PROJECTS (FIRMETte Requirement): Any road being repaired to pre-disaster design, function, capacity that does not include a hazard mitigation proposal, will not require a FIRMETte. If any work to repair the road requires work outside the original footprint a FIRMETte will be required.

– SMALL PROJECTS, ANY CATEGORY: For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest pg. 121.) FEMA does not perform final inspections on small projects; however, the state must certify compliance. The applicant does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run). A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects.

– SMALL PROJECT CHANGE REQUEST: Change requests to small project worksheets will not be approved unless there is a change in the approved scope of work. This change must be approved prior to the construction. If after completion of all small projects the applicant incurs a significant net small project overrun, the applicant must file an appeal within 60 day of completion of the applicant's last small project. All requests must be submitted through the grantee.

conditions at the site? Yes <input checked="" type="checkbox"/> No		Special Considerations Included? <input checked="" type="checkbox"/> Yes No			
Hazard Mitigation proposal included? Yes <input checked="" type="checkbox"/> No		Is there insurance coverage on this facility? Yes <input checked="" type="checkbox"/> No			
PROJECT COST					
ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			
1	9009	Material	1/LS	\$ 38,688.80	\$ 38,688.80
		Direct Subgrantee Admin Cost			
2	9901	Direct Administrative Costs (Subgrantee)	1/LS	\$ 472.29	\$ 472.29
				<b>TOTAL COST</b>	<b>\$ 39,161.09</b>
PREPARED BY ROBERT C GLASSEN			TITLE Project Specialist	SIGNATURE <i>Robert C Glassen</i>	
APPLICANT REP. H M Davenport			TITLE County Judge	SIGNATURE <i>H M Davenport</i>	

## GRANT TERMS AND CONDITIONS

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

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

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

- A. **Standard of Performance.** Subrecipient shall perform all activities as approved by DPS/TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
  2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
  3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
  4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
  5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
  6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
  7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
- B. **Failure to Perform.** In the event Subrecipient fails to implement the project(s) entered and approved in the DPS/TDEM web-based grants management system, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.
- C. **Funding Obligations.** DPS/TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/TDEM under this Grant shall not exceed the Total Award Amount listed on the Grant Subrecipient Award.
  2. Subrecipient shall contribute the match funds listed on the Grant Subrecipient Award.

3. Subrecipient shall refund to DPS/TDEM any sum of these Grant funds that has been determined by DPS/TDEM to be an overpayment to Subrecipient or that DPS/TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to DPS/TDEM within thirty (30) calendar days after
  4. DPS/TDEM requests such refund.
- D. **Performance Period.** The performance period for this Grant is listed on the Grant Subrecipient Award letter. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to DPS/TDEM within 60 days for the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to DPS/TDEM within 60 days of the end of the performance period. DPS/TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.
- E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:
- Public Law 93-288, as amended (Stafford Act)
  - 44 CFR, Emergency Management and Assistance
  - Disaster Mitigation Act of 2000
  - OMB Regulations 2 CFR, Grant and Agreements
  - Executive Order 11988, Floodplain Management
  - Executive Order 11990, Protection of Wetlands
  - Executive Order 12372, Intergovernmental Review of Programs and Activities
  - Executive Order 12549, Debarment and Suspension
  - Executive Order 12612, Federalism
  - Executive Order 12699, Seismic Design
  - Executive Order 12898, Environmental Justice
  - Coastal Barrier Resources Act, Public Law 97-348
  - Single Audit Act, Public Law 98-502
  - Sandy Recovery Improvement Act publications
  - 16 U.S.C. § 470, National Historic Preservation Act
  - 16 U.S.C. § 1531, Endangered Species Act References
  - FEMA program publications, guidance and policies
- F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:  
<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>  
 and the program State Administrative Plan, available at:  
<http://www.txdps.state.tx.us/dem/GrantsResources/index.htm>.

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

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

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

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

**G. Restrictions and General Conditions.**

1. **Use of Funds.** DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
2. **Federal Employee Prohibition.** Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. **Points of Contacts.** Within 30 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change or correction to the Designation of Applicant's Agent, chief elected official, program, and/or financial points of contact in the DPS/TDEM grant management system.
4. **DUNS Number.** Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number

- established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>
5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) or other federally established site for contractor registration, and entered DPS/TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
  6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
    - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
    - b. Where and when to report: Subrecipient shall report executive total compensation at [www.sam.gov](http://www.sam.gov) or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
  7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.
  8. Direct Deposit. If Subrecipient has not received reimbursements from DPS/TDEM within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/TDEM. Completed direct deposit forms from Subrecipient shall be emailed to TDEM project officer. The email subject line and attachment name shall include the subrecipient name and identify the document attached (i.e. "Sample County DD form"). The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>.
  9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.

10. **Site Visits.** DHS and/or DPS/TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

**H. Procurement and Contracting.**

1. **Procurements.** Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200.318
2. **Contract Provisions.** All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
  - a. Procurement by micro purchase
  - b. Procurement by small purchase
  - c. Procurement by sealed bid
  - d. Procurement by competitive proposal
  - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

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

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

**Must negotiate profit as a separate element** where required.

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



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

J. **Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A-133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit DPS/TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.
4. **Subrecipient's Facilitation of Audit.** Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. **State Auditor's Clause.** Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

**K. Retention and Accessibility of Records.**

1. **Retention of Records.** Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, of Part 200 UGMS §.42, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.
2. **Access to Records.** Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

**L. Changes, Amendments, Suspension or Termination**

1. **Modification.** FEMA or DPS/TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. **Effect of Changes in Federal and State Laws.** Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.
3. **Suspension.** In the event Subrecipient fails to comply with any term of this Grant, DPS/TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. **Termination.** DPS/TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/TDEM shall provide written notice of the termination and include:
  - a. The reason(s) for such termination;
  - b. The effective date of such termination; and
  - c. In the case of partial termination, the portion of this Grant to be terminated.
  - d. Appeal may be made to the Deputy Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

- M. Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application,

a notice of award, or elsewhere, DPS/TDEM or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by DPS/TDEM or DHS;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

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

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

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

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

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O. 12549. 2 C.F.R., Appendix II to Part 200, (I).

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

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

The closeout of this Grant does not affect:

1. DHS or DPS/TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

**EXHIBIT A****ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B**

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977. (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

**EXHIBIT B****ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D**

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

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

## Exhibit C

### Certifications for Grant Agreements

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

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
  1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to [www.sam.gov](http://www.sam.gov) and the State Debarred Vendor List at: [www.window.state.tx.us/procurement/proq/vendor\\_performance/debarred](http://www.window.state.tx.us/procurement/proq/vendor_performance/debarred).
  2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
  4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
  5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

**EXHIBIT D****State of Texas Assurances**

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

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section .36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).



15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

**EXHIBIT E****Environmental Review**

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

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

**EXHIBIT F****Additional Grant Conditions**

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Kickoff meeting with the State- Federal team.
2. All work must be done prior to the approved project completion deadline assigned to each Project. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding.
4. The Project Completion and Certification Report must be returned to TDEM once all the approved work has been completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report.
5. A cost overrun appeal on small (\$120,000.00) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by completing the "Payment of Funds" request and including documentation supporting your request. In the event that an audit results in a reduction of the awarded amount of a project, the subrecipient is responsible for returning the identified overage within 30 days of notification of the overpayment. Small Public Assistance projects are paid upon obligation and the receipt of all required documentation. Payments must be requested at least quarterly if expenditures have been made in that quarter.
9. Projects that have not received final payment will be reviewed quarterly by TDEM representatives upon receipt of the Quarterly Review form from the subrecipient. Quarterly reports will be due on the following dates: **March 15th, June 15th, September 15th & December 15th.** Public Assistance program small projects are exempted.
10. Subrecipient with must submit a project cost summary to TDEM following the completion of each project, except Public Assistance program small projects. The project cost summary must list all labor, equipment, materials and contract costs associated with making needed repairs.
11. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted

to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

12. Completed record and cost documents for all approved work must be for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.
13. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
14. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.

**EXHIBIT G**

**Additional Grant Certifications**

**Match Certification**

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

**Duplication of Program Statement**

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

**For Hazard Mitigation Projects Only:**

**Maintenance Agreement**

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

**Environmental Justice Statement**

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

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.

OR

2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

3007 #15

Navarro County  
January 31, 2016  
2016 Monthly Financial Report

	Budget	January	YTD
<b>General Fund:</b>			
<b>Revenues</b>			
Property Taxes	14,407,000.00	2,684,195.60	5,923,916.51
Other	5,780,297.00	410,981.71	1,081,770.03
<b>Total Revenues</b>	<b>20,187,297.00</b>	<b>3,095,177.31</b>	<b>7,005,686.54</b>
<b>Expenditures</b>			
Commissioner's Court	98,189.00	6,961.69	30,102.58
Planning & Development	263,085.00	18,758.11	83,890.04
County Clerk	667,194.00	42,425.19	180,298.31
Veterans' Service	23,768.00	1,821.75	7,456.58
Non Departmental	2,359,820.00	166,909.44	691,624.43
Information Systems	169,185.00	20,194.99	54,170.65
HAVA	18,500.00	0.00	0.00
Elections	247,069.00	33,340.23	129,134.79
Courthouse	1,298,283.00	46,979.04	190,962.35
Historical Commission	7,000.00	0.00	0.00
Extension	238,318.00	18,947.04	74,659.92
County Judge	316,194.00	20,978.17	99,183.76
County Court-at-Law	774,141.00	45,793.60	182,947.92
District Court	606,530.00	39,319.91	207,049.14
District Clerk	564,949.00	49,305.07	181,274.72
JP Pct 1	217,270.00	15,842.81	89,587.50
JP Pct 2	213,598.00	15,398.32	85,290.37
JP Pct 3	209,561.00	15,986.37	81,391.64
JP Pct 4	215,580.00	15,874.15	86,487.58
District Attorney	1,015,916.00	84,378.20	339,472.45
Law Library	6,924.00	1,450.11	1,805.04
County Auditor	507,976.00	33,107.01	157,554.46
County Treasurer	169,540.00	12,041.43	59,806.35
Tax Assessor/Collector	566,880.00	39,848.06	175,259.75
County Jail	5,470,113.00	442,641.02	1,744,135.20
Constable Pct 1	46,701.00	3,145.42	14,022.84
Constable Pct 2	47,952.00	3,604.96	15,483.25
Constable Pct 3	46,749.00	3,642.64	14,983.15
Constable Pct 4	44,210.00	0.00	7,874.39
County Sheriff	3,898,736.00	329,409.33	1,195,408.14
Sheriff Communications	856,898.00	65,081.85	258,225.35
Highway Patrol	103,159.00	7,869.38	39,705.59
License & Weights	3,400.00	147.00	385.00
Emergency Management	70,600.00	(5,200.78)	28,180.94
CSCD	8,878.00	749.18	2,996.72
Juvenile	108,936.00	11,624.73	34,977.54
Indigent Health Care	500,000.00	0.00	500,000.00
<b>Total Expenses</b>	<b>21,981,802.00</b>	<b>1,608,375.42</b>	<b>7,045,788.44</b>
<b>General Net</b>	<b>(1,794,505.00)</b>	<b>1,486,801.89</b>	<b>(40,101.90)</b>

3008

Navarro County  
January 31, 2016  
2016 Monthly Financial Report

	Budget	January	YTD
<b>Flood Control:</b>			
<b>Revenues</b>			
Property Taxes	269,500.00	52,231.59	111,061.73
Other	5,000.00	413.17	1,608.90
<b>Total Revenues</b>	<b>274,500.00</b>	<b>52,644.76</b>	<b>112,670.63</b>
<b>Expenditures</b>			
<b>Flood Control Net</b>	<b>(133,500.00)</b>	<b>33,280.76</b>	<b>76,796.63</b>
<b>Debt Service:</b>			
<b>Revenues</b>			
Property Taxes	581,000.00	109,358.14	241,349.21
Other	700.00	97.51	174.68
<b>Total Revenues</b>	<b>581,700.00</b>	<b>109,455.65</b>	<b>241,523.89</b>
<b>Expenditures</b>			
<b>Debt Service Net</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Road &amp; Bridge Pct. 1:</b>			
<b>Revenues</b>			
Property Taxes	784,000.00	145,221.20	320,766.73
State of TX	34,500.00	0.00	10,796.42
Vehicle Registration	215,000.00	9,757.50	35,115.00
Fines & Forfeitures	105,000.00	22,368.34	22,368.34
Other	1,500.00	116.67	259.18
<b>Total Revenues</b>	<b>1,140,000.00</b>	<b>177,463.71</b>	<b>389,305.67</b>
<b>Expenditures</b>			
Personnel	480,015.00	38,072.64	164,210.67
Supplies	494,500.00	48,245.32	215,334.12
Other Services & Charges	154,040.00	9,502.29	37,999.30
Capital Outlay	102,345.00	8,265.44	27,947.65
<b>Total Expenses</b>	<b>1,230,900.00</b>	<b>104,085.69</b>	<b>445,491.74</b>
<b>Road &amp; Bridge Pct. 1 Net</b>	<b>(90,900.00)</b>	<b>73,378.02</b>	<b>(56,186.07)</b>
<b>Road &amp; Bridge Pct. 2:</b>			
<b>Revenues</b>			
Property Taxes	784,000.00	145,221.20	320,766.72
State of TX	34,500.00	0.00	10,796.41
Vehicle Registration	215,000.00	9,757.50	35,115.00
Fines & Forfeitures	105,000.00	22,368.34	22,368.34
Other	2,000.00	83.78	369.50
<b>Total Revenues</b>	<b>1,140,500.00</b>	<b>177,430.82</b>	<b>389,415.97</b>
<b>Expenditures</b>			
Personnel	563,711.00	43,586.70	205,188.17
Supplies	470,000.00	29,664.82	156,187.80
Other Services & Charges	211,500.00	7,127.51	38,277.22
Capital Outlay	152,365.00	6,695.09	20,085.27
<b>Total Expenses</b>	<b>1,397,576.00</b>	<b>87,074.12</b>	<b>419,738.46</b>
<b>Road &amp; Bridge Pct. 2 Net</b>	<b>(257,076.00)</b>	<b>90,356.70</b>	<b>(30,322.49)</b>

3009

Navarro County  
January 31, 2016  
2016 Monthly Financial Report

	Budget	January	YTD
<b>Road &amp; Bridge Pct. 3:</b>			
<b>Revenues</b>			
Property Taxes	784,000.00	145,221.20	320,766.68
State of TX	34,500.00	0.00	10,796.41
Vehicle Registration	215,000.00	9,757.50	35,115.00
Fines & Forfeitures	105,000.00	22,368.34	22,368.34
Other	2,000.00	48.30	213.18
<b>Total Revenues</b>	<b>1,140,500.00</b>	<b>177,395.34</b>	<b>389,259.61</b>
<b>Expenditures</b>			
Personnel	599,588.00	42,503.94	191,617.88
Supplies	436,623.00	59,470.09	237,064.23
Other Services & Charges	155,800.00	19,052.13	37,858.01
Capital Outlay	45,127.00	0.00	0.00
<b>Total Expenses</b>	<b>1,237,138.00</b>	<b>121,026.16</b>	<b>466,540.12</b>
<b>Road &amp; Bridge Pct. 3 Net</b>	<b>(96,638.00)</b>	<b>56,369.18</b>	<b>(77,280.51)</b>
<b>Road &amp; Bridge Pct. 4:</b>			
<b>Revenues</b>			
Property Taxes	784,000.00	145,221.20	320,766.71
State of TX	34,500.00	0.00	10,796.41
Vehicle Registration	215,000.00	9,757.50	35,115.00
Fines & Forfeitures	105,000.00	22,368.34	22,368.34
Other	3,000.00	93.88	536.64
<b>Total Revenues</b>	<b>1,141,500.00</b>	<b>177,440.92</b>	<b>389,583.10</b>
<b>Expenditures</b>			
Personnel	556,385.00	35,497.30	161,246.28
Supplies	795,000.00	89,914.63	354,169.30
Other Services & Charges	151,400.00	6,835.69	48,963.96
Capital Outlay	98,732.00	4,060.97	12,182.91
<b>Total Expenses</b>	<b>1,601,517.00</b>	<b>136,308.59</b>	<b>576,562.45</b>
<b>Road &amp; Bridge Pct. 4 Net</b>	<b>(460,017.00)</b>	<b>41,132.33</b>	<b>(186,979.35)</b>
<b>Capital Projects:</b>			
<b>Revenues</b>			
State of TX	0.00	0.00	0.00
Other	0.00	102.26	745.07
<b>Total Revenues</b>	<b>0.00</b>	<b>102.26</b>	<b>745.07</b>
<b>Expenditures</b>			
Supplies	0.00	0.00	0.00
Other Services & Charges	0.00	73,572.26	253,861.37
Capital Outlay	0.00	500,689.78	1,524,915.62
<b>Total Expenses</b>	<b>0.00</b>	<b>574,262.04</b>	<b>1,778,776.99</b>
<b>Capital Projects Net</b>	<b>0.00</b>	<b>(574,159.78)</b>	<b>(1,778,031.92)</b>



**Navarro County  
Combined Indebtedness  
For the Month Ending 01/31/16**

3010

Description	Due To	Beginning Balance 10/01/15	New Additions	January Payment	YTD Payments	Ending Balance 01/31/16
2014 General Obligation Bond	Citibank	7,500,000.00	0.00	0.00	0.00	7,500,000.00
Netcom Recorder NCSO Dispatch	Government Capital	10,793.97	0.00	0.00	0.00	10,793.97
<b>Total General Fund</b>		<b>7,510,793.97</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>7,510,793.97</b>
Motorgrader, Truck Trailer	Prosperity Bank	171,188.14	0.00	3,181.66	12,679.25	158,508.89
2012 Cat Motorgrader	Welch State Bank	95,071.25	0.00	2,120.63	8,463.94	86,607.31
2010 Motorgrader	Caterpillar Financial Services	3,150.77	0.00	0.00	3,150.77	0.00
John Deere Tractor/Mower	Prosperity Bank	117,348.75	0.00	2,099.71	8,369.23	108,979.52
<b>Total Road &amp; Bridge Pct. 1</b>		<b>386,758.91</b>	<b>0.00</b>	<b>7,402.00</b>	<b>32,663.19</b>	<b>354,095.72</b>
2013 Motorgrader	Welch State Bank	101,992.68	0.00	3,227.84	12,874.71	89,117.97
2012 Cat Motorgrader	Welch State Bank	78,135.81	0.00	3,088.01	9,250.25	68,885.56
<b>Total Road &amp; Bridge Pct. 2</b>		<b>180,128.49</b>	<b>0.00</b>	<b>6,315.85</b>	<b>22,124.96</b>	<b>158,003.53</b>
2006 Trail King Trailer	Welch State Bank	29,073.70	0.00	0.00	0.00	29,073.70
<b>Total Road &amp; Bridge Pct. 3</b>		<b>29,073.70</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>29,073.70</b>
Tractors and Mowers	Prosperity Bank	143,249.69	0.00	3,731.50	14,870.45	128,379.24
<b>Total Road &amp; Bridge Pct. 4</b>		<b>143,249.69</b>	<b>0.00</b>	<b>3,731.50</b>	<b>14,870.45</b>	<b>128,379.24</b>
<b>General Fund</b>		<b>7,510,793.97</b>				
Road & Bridge Pct. 1		354,095.72				
Road & Bridge Pct. 2		158,003.53				
Road & Bridge Pct. 3		29,073.70				
Road & Bridge Pct. 4		128,379.24				
<b>Total O/S Debt For All Funds</b>		<b>8,180,346.16</b>				

#16

3011



RECEIVED

APR 06 2016

NAVARRO COUNTY  
AUDITOR'S OFFICE

March 17, 2016

Judge H. M. Davenport  
Navarro County  
300 W 3rd Avenue, Suite 10  
Corsicana, TX 75110

Dear Judge Davenport:

Grant number G15NT0001A has been increased and now totals \$3,022,820.00.

The original of Modification 4 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.

All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please feel free to contact Lisa Newton at (202) 395-6639.

Sincerely,

*Michael K. Gottlieb*

Michael K. Gottlieb  
National HIDTA Director

Enclosures

3012

<b>Executive Office of the President Office of National Drug Control Policy</b>		<b>AWARD Grant</b>	Page 1 of 1
1. Recipient Name and Address Judge H. M. Davenport Navarro County 300 W 3rd Avenue Suite 10 Corsicana, TX 75110		4. Award Number: G15NT0001A	
		5. Grant Period: From 01/01/2015 to 12/31/2016	
1A. Subrecipient IRS/Vendor No.	6. Date: 3/17/2016	7. Action	
Subrecipient Name and Address	8. Supplement Number 4	Initial	
		<input checked="" type="checkbox"/> Supplemental	
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	\$2,932,820.00	
3. Project Title	10. Amount of This Award:	\$90,000.00	
Multiple	11. Total Award:	\$3,022,820.00	
12. • The above grant is approved subject to such conditions or limitation as are set forth in the original Grant.			
13. Statutory Authority for Grant: Public Law 113-235 / H.R. 83			
<b>AGENCY APPROVAL</b>		<b>RECIPIENT ACCEPTANCE</b>	
14. Typed Name and Title of Approving Official Michael K. Gottlieb National HIDTA Director	15. Typed Name and Title of Authorized Official H. M. Davenport Judge		
16. Signature of Approving ONDCP Official <i>Michael K. Gottlieb</i>	17. Signature of Authorized Recipient/Date <i>[Signature]</i> 4-11-16		
<b>AGENCY USE ONLY</b>			
18. Accounting Classification Code DUNS: 071371363 EIN: 1756001092A1	19. HIDTA AWARD OND1070DB1516XX      OND6113 OND2000000000      OC 410001		

# Initiative Cash by HIDTA

FY 2015

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
Texoma	Navarro County Sheriff's Office	Commercial Smuggling Initiative	95,180.00	Investigation	G15NT0001A
		East Texas Violent Crimes Initiative	37,048.00	Investigation	G15NT0001A
		Eastern Drug Initiative	188,000.00	Investigation	G15NT0001A
		Management and Coordination	506,080.00	Administration	G15NT0001A
		NC - McAlester Drug Initiative	90,000.00	Investigation	G15NT0001A
		North Texas SAR	1,000.00	Investigation	G15NT0001A
		Northern Drug Initiative	58,770.00	Investigation	G15NT0001A
		Operations Support Center	621,578.00	Operations Support	G15NT0001A
		Regional Intelligence Support Center	718,296.00	Intelligence	G15NT0001A
		SI - Operations Support Center	295,000.00	Support	G15NT0001A
		Southern Money Laundering Initiative	10,000.00	Investigation	G15NT0001A
		Texas Panhandle Drug Initiative	130,000.00	Investigation	G15NT0001A
		TL - Central Oklahoma HIDTA Task Force	7,500.00	Investigation	G15NT0001A
		TL - Tulsa Regional Drug Task Force	7,500.00	Investigation	G15NT0001A
		Training	44,448.00	Operations Support	G15NT0001A

3013

# Initiative Cash by HIDTA

HIDTA

Texoma

Agency Name

Navarro County Sheriff's Office

Initiative

Violent Crime Initiative

Western Drug Initiative

Agency Total : Navarro County Sheriff's Office

Cash	Type	Grant
58,500.00	Investigation	G15NT0001A
153,920.00	Investigation	G15NT0001A
<b>3,022,820.00</b>		

Total

**3,022,820.00**

3014

3015

# Budget Detail

## 2015 - Texoma

Initiative - NC - McAlester Drug Initiative

Award Recipient - Navarro County (G15NT0001A)

Resource Recipient - Navarro County

**Indirect Cost: 0.0%**

<b>Current Budget (net of reprogrammed funds)</b>			<b>\$90,000.00</b>
<b>Overtime</b>	<b>Quantity</b>		<b>Amount</b>
Investigative - Law Enforcement Officer	3		\$50,000.00
<b>Total Overtime</b>			<b>\$50,000.00</b>
<b>Services</b>	<b>Quantity</b>		<b>Amount</b>
Investigative services			\$10,000.00
<b>Total Services</b>			<b>\$10,000.00</b>
<b>Equipment</b>	<b>Quantity</b>		<b>Amount</b>
Technical investigative equipment			\$10,000.00
<b>Total Equipment</b>			<b>\$10,000.00</b>
<b>Supplies</b>	<b>Quantity</b>		<b>Amount</b>
Computers - desktop, laptop & notebook			\$5,000.00
Office			\$5,000.00
Technical investigative equipment			\$10,000.00
<b>Total Supplies</b>			<b>\$20,000.00</b>
<b>Total Budget</b>			<b>\$90,000.00</b>

#17

3016

RECEIVED

NAVARRO COUNTY  
REPORT OF PERSONAL EXPENSES RELATION TO COUNTY BUSINESS  
AND TRAVEL RECONCILIATION FOR REIMBURSEMENT

MAR 28 2016

NAVARRO COUNTY  
AUDITOR'S OFFICE

EFFECTIVE JANUARY 11, 2016

NAME: Nicole McMahan DEPARTMENT: Constable Pct. 3

PURPOSE OF TRAVEL: Mandated training CEC - Recon

PERIOD COVERED BY THIS REQUEST:

FROM: 03/20/16 3/25/2016

Reimb - 03/28/16

DATE	TRAVEL FROM	TRAVEL TO	NO. MILES	AIRFARE/ CAR RENT	LODGING	MEALS	MISC	DAILY TOTAL
03/20/16	800 N. Main	3233 NW Loop 410	234.0		122.59	38.25		160.84
	Corsicana, TX	San Antonio, TX						-
03/21/16					162.28	51.00		213.28
03/22/16					162.28	51.00		213.28
03/23/16					122.59	51.00		173.59
03/24/16					122.59	51.00		173.59
03/25/16	3233 NW Loop 410	800 N. Main	234.0			38.25		38.25
	San Antonio, TX	Corsicana, TX						-
								-
								-
								-
TOTALS				-	692.33	280.50	-	972.83
TOTAL MILEAGE			468.0	0.54				252.72
						TOTAL EXPENSES		1,225.55

COUNTY AUDITOR'S USE ONLY	
ACCT:	101-553-428
VENDOR:	6636
APPR:	UNK

LESS: REQUESTED TRAVEL ADVANCE	
CK#	Date:
CK#	Date:
CK#	Date:
REIMBURSEMENT DUE EMPLOYEE / (AMOUNT PAID TO EMPLOYEE)	
1,225.55	

The undersigned certifies that the information contained herein is true and correct, is reasonable, within the employee's normal job assignment, and necessary for County business.

Nicole McMahan 3/28/16  
EMPLOYEE SIGNATURE DATE

Nicole McMahan 3/28/16  
OFFICEHOLDER SIGNATURE DATE

- LEMIT Home
- Programs
- Purchase
- Staff Directory
- Contact Us
- Forms

## TEXAS CONSTABLES PROGRAMS

Main | NEC | CEC | Forms

**Part I - Newly Elected Constables -** The Bill Blackwood Law Enforcement Management Institute of Texas is pleased to continue the "Newly Elected Constable School." A recent act by The Texas Legislature has mandated that "a newly appointed or elected constable shall complete the initial training program for new constables not later than the second anniversary of that individual's appointment or election as constable." This mandate "applies only to an individual newly appointed or elected as constable who takes office on or after January 1, 2006." LEMIT is honored to continue hosting this training for newly elected or appointed constables of the State of Texas.

**Part II - Continuing Education for Constables -** This training is the mandated 40 hour block of continuing education for all elected or appointed Constables of the State of Texas. It must be completed each four year training cycle. The course material will include: 8 hours of Emotional Survival, 4 hours of Ethics/Leadership, as well as training in Writs, Citations, Collections, and Detecting Deception.

**Program Coordinator:**

Rebecca Bowden  
(936) 294-4756  
rib039@shsu.edu

**Program Assistant:**

Elizabeth Perez  
(936) 294-4461  
ehp003@shsu.edu

### UPCOMING EVENTS

Status	Date	Title	Location
OPEN	March 21 - 25, 2016	Continuing Education for Constables (CEC)	San Antonio, TX
OPEN	July 18 - 22, 2016	Continuing Education for Constables (CEC)	Huntsville, TX
OPEN	Dec. 5 - 9, 2016	Continuing Education for Constables (CEC)	Huntsville, TX

Law Enforcement Management Institute of Texas, Criminal Justice Center  
Sam Houston State University, Huntsville Texas 77431-2417 | (936) 294-4600 | 1-800-477-9248

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## TEXAS CONSTABLES PROGRAMS

[Main](#) | [NEC](#) | [CEC](#) | [Forms](#)

### Continuing Education for Constables

The Bill Blackwood Law Enforcement Management Institute of Texas (LEMIT) will continue to provide the Continuing Education for Constables Training (TCOLE #3743) for the next four year training cycle (September 1, 2009-September 1, 2013). We have developed a new training curriculum that will encompass your needs as a Constable in the State of Texas.

This training is the mandated 40 hour block of continuing education *for all elected or appointed Constables of the State of Texas*. It must be completed each four year training cycle. The course material will include: 8 hours of Emotional Survival, 4 hours of Ethics/Leadership, as well as training in Writs, Citations, Collections, and Detecting Deception.

Like all agencies across the State of Texas, LEMIT must ensure its responsibilities are met within budget constraints. To do this, effective September 1, 2009, Constables registering for training will be responsible for paying for their own travel and lodging costs. LEMIT will no longer be able to fund the travel and lodging costs. LEMIT will continue to provide instructors, training materials, and lunch for this course.

The course will begin at 8:00 a.m. Monday and conclude at noon on Friday. The class days will include a 1 hour working lunch.

Please complete a registration form and submit it by mail or fax (936-294-1387) to the Institute as soon as possible. In submitting your registration form, space permitting, you will be registered for your choice of program and receive a confirmation e-mail or letter. If a class reaches maximum capacity, you will be placed on a waiting list. Because of the legislative mandate, we are only able to provide this course to the elected or appointed Constables. Deputy Constables are not eligible for this training at this time.

**Program Coordinator:**

Rebecca Bowden  
(936) 294-4756  
[rb039@shsu.edu](mailto:rb039@shsu.edu)

**Program Assistant:**

Elizabeth Perez  
(936) 294-4461  
[ehp003@shsu.edu](mailto:ehp003@shsu.edu)

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GUEST FOLIO SAN ANTONIO MARRIOTT NORTHWEST

805 MCMAHAN/NICOLE ✓ 105.00 03/25/16 12:00 3090 4964  
 ROOM NAME RATE DEPART TIME ACCT# GROUP  
 NKNC 03/20/16 17:27  
 TYPE ARRIVE TIME  
 177  
 ROOM CLERK

PAYMENT MRW#:

DATE	ADDRESS	REFERENCE	CHARGES	CREDITS	BALANCE DUE
03/20	ROOM	805, 1	105.00		
03/20	STATE TX	805, 1	6.30		
03/20	CITY TAX	805, 1	9.45		
03/20	CNT TAX	805, 1	1.84		
03/21	ROOM	805, 1	139.00		
03/21	STATE TX	805, 1	8.34		
03/21	CITY TAX	805, 1	12.51		
03/21	CNT TAX	805, 1	2.43		
03/22	PAID OUT	PAID OUT	250.00		
03/22	ROOM	805, 1	139.00		
03/22	STATE TX	805, 1	8.34		
03/22	CITY TAX	805, 1	12.51		
03/22	CNT TAX	805, 1	2.43		
03/23	ROOM	805, 1	105.00		
03/23	STATE TX	805, 1	6.30		
03/23	CITY TAX	805, 1	9.45		
03/23	CNT TAX	805, 1	1.84		
03/24	ROOM	805, 1	105.00		
03/24	STATE TX	805, 1	6.30		
03/24	CITY TAX	805, 1	9.45		
03/24	CNT TAX	805, 1	1.84		
03/25	VS CARD				\$942.33

122.59  
 162.28  
 162.28  
 122.59  
 122.59

TO BE SETTLED TO: VISA CURRENT BALANCE .00

THANK YOU FOR CHOOSING MARRIOTT! TO EXPEDITE YOUR CHECK-OUT, PLEASE CALL THE FRONT DESK, OR PRESS "MENU" ON YOUR TV REMOTE CONTROL TO ACCESS VIDEO CHECK-OUT.

AS REQUESTED, A FINAL COPY OF YOUR BILL WILL BE EMAILED TO: NAVARROCONSTABLE30GMAIL.COM SEE "INTERNET PRIVACY STATEMENT" ON MARRIOTT.COM



SAN ANTONIO MARRIOTT NORTHWEST 3233 NW LOOP 410 SAN ANTONIO, TX 78213

OPERATED UNDER LICENSE FROM MARRIOTT INTERNATIONAL, INC. OR ONE OF ITS AFFILIATES

This statement is your only receipt. You have agreed to pay in cash or by approved personal check or to authorize us to charge your credit card for all amounts charged to you. The amount shown in the credits column opposite any credit card entry in the reference column above will be charged to the credit card number set forth above. (The credit card company will bill in the usual manner.) If for any reason the credit card company does not make payment on this account, you will owe us such amount. If you are direct billed, in the event payment is not made within 25 days after check-out, you will owe us interest from the check-out date on any unpaid amount at the rate of 1.5% per month (ANNUAL RATE 18%), or the maximum allowed by law, plus the reasonable cost of collection, including attorney fees.

Signature X \_\_\_\_\_

3020

Google Maps

800 N Main St, Corsicana, TX to 3233 NW  
Loop 410, San Antonio, TX

Drive 234 miles, 3 h 41 min



TO

3021

## 800 N Main St

Corsicana, TX 75110

### Get on I-35 S in Waco from TX-31 W/State Hwy 31 W

59 min (53.4 mi)

- ↑ 1. Head southeast on N Main St toward W Mall Dr  
0.3 mi
- ↘ 2. Turn right onto W 2nd Ave  
1.8 mi
- ↑ 3. Continue onto TX-22 W  
367 ft
- ↙ 4. Turn left onto N 37th St/NW Co Rd 1010  
69 ft
- ↘ 5. Turn right onto W 2nd Ave  
0.9 mi
- ↙ 6. Turn left onto N 45th St  
0.5 mi
- ↘ 7. Turn right onto TX-31 W/W 7th Ave/State Hwy 31 W  
Continue to follow TX-31 W/State Hwy 31 W  
49.5 mi
- ↙ 8. Turn left onto Interstate 35 Frontage Rd  
0.2 mi
- ⤴ 9. Use the left lane to take the ramp onto I-35 S  
0.2 mi

### Follow I-35 S to I- 410 Access Rd/NW Loop 410 in San Antonio. Take exit 17 from I-410 W

2 h 40 min (179 mi)

- ⤴ 10. Merge onto I-35 S  
44.1 mi
- ↙ 11. Keep left at the fork to stay on I-35 S  
126 mi
- ↘ 12. Use the right 2 lanes to take exit 166 for Interstate 410 W/Texas 368 Loop S  
0.4 mi
- ↙ 13. Keep left, follow signs for I-410 W  
0.3 mi
- ↑ 14. Continue onto I-410 W  
7.8 mi
- ↘ 15. Take exit 17 toward Vance Jackson Rd/Cherry Ridge Dr  
0.4 mi
- ⤴ 16. Merge onto I- 410 Access Rd/NW Loop 410  
Destination will be on the right

3022

2 min (1.0 mi)

## 3233 NW Loop 410

San Antonio, TX 78213

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

**Google Maps**

01/11/23

3023

Google Maps

3233 NW Loop 410, San Antonio, TX to  
800 N Main St, Corsicana, TX

Drive 234 miles, 3 h 41 min

From

3024

# 3233 NW Loop 410

San Antonio, TX 78213

## Get on I-410 E from I- 410 Access Rd/NW Loop 410, Cherry Ridge St and I- 410 Access Rd/NW Loop 410

5 min (1.7 mi)

- ↑ 1. Head west on I- 410 Access Rd/NW Loop 410 toward Briaridge Dr 0.3 mi
- 2. Turn right onto Briaridge Dr 0.1 mi
- 3. Turn right onto Cherry Ridge St 0.3 mi
- ↑ 4. Continue straight onto Pinebrook Dr 446 ft
- ↶ 5. Turn left onto I- 410 Access Rd/NW Loop 410 0.8 mi
- ⤴ 6. Use the left lane to take the Interstate 410 E ramp 308 ft

## Follow I-35 N to Interstate 35 Frontage Rd in Waco. Take exit 337A from I-35 N

2 h 39 min (179 mi)

- ⤴ 7. Merge onto I-410 E 8.3 mi
- ↶ 8. Use the left 2 lanes to take the exit toward Austin 0.6 mi
- ⤴ 9. Merge onto I-35 N 68.5 mi
- 10. Keep right to stay on I-35 N 101 mi
- 11. Take exit 337A toward US-77 BUS S 0.1 mi

## Take TX-31 E/State Hwy 31 W to N Main St in Corsicana

58 min (53.7 mi)

- ⤴ 12. Merge onto Interstate 35 Frontage Rd 0.5 mi
- 13. Slight right onto Bellmead Dr 0.6 mi
- 14. Slight right onto US-84 E/State Hwy 31 W/E Waco Dr 5.4 mi  
 ⓘ Continue to follow US-84 E
- ↶ 15. Keep left to continue on TX-31 E/State Hwy 31 W 43.8 mi

3025

- 16. Turn left onto N 45th St 0.5 mi
- 17. Turn right onto W 2nd Ave 1.0 mi
- 18. Slight right to stay on W 2nd Ave 1.4 mi
- 19. Turn left onto N 16th St 381 ft
- 20. Turn right at the 1st cross street onto W 1st Ave 0.4 mi
- 21. Turn left onto N Main St 0.2 mi
  - Destination will be on the left

**800 N Main St**  
Corsicana, TX 75110

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Google Maps



The Faculty and Staff of the

**BILL BLACKWOOD LAW ENFORCEMENT  
MANAGEMENT INSTITUTE OF TEXAS**

do hereby certify that

**Nicole C. McMahan** ✓

under the auspices of the

**SAM HOUSTON STATE UNIVERSITY  
CRIMINAL JUSTICE CENTER**

has successfully completed the forty hour course in

**Continuing Education for Constables**

**March 21-25, 2016**



3026

*Vernita J. Webb*  
Dean and Director, College of Criminal Justice

*Sita Indrakumari*  
Executive Director, Law Enforcement Management Institute

*Dave Gibson*  
President, Sam Houston State University

3027

Constable Nicole McMahan  
Navarro County Pct. 3  
P.O. Box 473  
Dawson, TX 76639

RECEIVED

MAR 28 2016

NAVARRO COUNTY  
AUDITOR'S OFFICE

March 28, 2016

On the 28<sup>th</sup> day of March, 2016, I delivered a copy of my travel reconciliation to the Navarro County Auditor's office and gave to \_\_\_\_\_.

I understand that this will go before the Commissioners Court on April 11, 2016 as I have turned it according to Navarro County Policy which states: "this form must be completed and submitted to the County Auditor's Office at least by the Wednesday prior to each Commissioner's meeting. (i.e.: Commissioner's Court meets every 2<sup>nd</sup> and 4<sup>th</sup> Monday of each month submit 3 business days prior)"

A copy of all paperwork turned in is attached to this receipt.

  
\_\_\_\_\_  
Nicole McMahan, Constable

\_\_\_\_\_  
Person Receiving documents

RECEIVED

MAR 28 2016

NAVARRO COUNTY  
AUDITOR'S OFFICE