

Grant Terms and Conditions

Subrecipient Agreement for Texas Division of
Emergency Management Administered Awards

Revised August 2025



TDEM

THE TEXAS A&M UNIVERSITY SYSTEM

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Revisions

Rev. 1. General updates throughout reflect updates to Executive Orders and federal guidance.

Rev. 2. Updated links throughout the document.

State of the Agreement

Agreement Authority

This agreement applies to all Department of Homeland Security Federal Emergency Management Agency (DHS/FEMA) awards or other awarding agency financial assistance awards administered by the Texas Division of Emergency Management (TDEM), an agency of the State of Texas. The federal government, the State of Texas, and TDEM have the right to seek judicial enforcement of these actions.

Subrecipients are required to follow applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (CFR) Part 200, and adopted by DHS at 2 CFR Part 3002, as well as all other applicable federal, state, and local laws, regulations, policies, procedures, and executive orders.

By accepting this agreement, Subrecipient and its executives certify that Subrecipient's policies are in accordance with guidance applicable to federal, state, and local laws, and relevant executive guidance. This agreement, consisting of these terms and conditions and all exhibits, is between TDEM and Subrecipient.

TDEM and Subrecipient are collectively hereinafter referred to as the parties. All awards made under this agreement are subject to the same terms and conditions, except where additional provisions may be added by TDEM to ensure compliance with the aforementioned authority.

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

Agreement

I. General Terms

1. The terms recipient and pass-through entity have the same meaning as grantee, as used in governing statutes, regulations, and DHS/FEMA guidance.
2. Throughout this document, the terms grant and award will be used interchangeably.
3. A recipient means an entity that receives a federal award directly from a federal agency to carry out an activity under a federal program. The term recipient does not include Subrecipients or individuals that are participants or beneficiaries of the award.
4. Subrecipient means an entity that receives a subaward from a pass-through entity, in this case TDEM, to carry out part of a federal award. The term Subrecipient does not include a beneficiary or participant. Subrecipient may also be a recipient of other federal awards directly from a federal agency.
5. The grant referred to in this agreement is an award to the Subrecipient passed through from TDEM to the Subrecipient.
6. The certifying official is the mayor, judge, or executive director authorized to execute these terms and conditions, and to submit changes of Subrecipient agents. Contracted staff and/or vendors may assist the certifying official in completing related grant tasks but may not act in lieu of the certifying official.
7. Project and any subsequent versions for those projects accepted by Subrecipient and subsequently obligated or de-obligated by DHS/FEMA are considered subawards to this agreement.
8. TDEM uses contractors to assist in administering subawards, both in communication with Subrecipient and the awarding agency. A Subrecipient's point of contact for all awards will be the assigned regional staff. TDEM may task various grant management tasks to contractors to work directly with Subrecipients.
9. Within 10 calendar days of any change, Subrecipient must notify TDEM of any change in Designated Subrecipient Agent as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient in TDEM's Grants Management System (GMS).
10. In the event Subrecipient hires a consultant to assist with managing its Public Assistance and Hazard Mitigation grants (or other), it must be listed on the Designated Subrecipient Agent Form (DSA) and may not act in lieu of the designated agent. TDEM will direct all correspondence to the Subrecipient.

Subrecipient is solely responsible for sharing written communications with the consultant. Subrecipient is the primary point of contact and must be included in all decision-making activities.

II. Standard of Performance

Subrecipient must perform all activities as approved by TDEM and that are required within applicable grant/ funding awards. Subrecipient must perform all activities in accordance with all terms, provisions, and requirements set forth in the award, including the following exhibits:

- Assurances – Non-Construction Programs (federal authority), hereinafter referred to as Exhibit A.
- Assurances – Construction Programs (federal authority), hereinafter referred to as Exhibit B.
- Certifications for Grant Agreements (federal authority), hereinafter referred to as Exhibit C.
- State of Texas Assurances (state authority), hereinafter referred to as Exhibit D.
- Environmental Review (federal authority), hereinafter referred to as Exhibit E.
- Additional Grant Certifications (state authority), hereinafter referred to as Exhibit F.
- Request for Information Procedure (state authority), hereinafter referred to as Exhibit G
- Hazard Mitigation Application Request for Information Procedure (state authority), hereinafter referred to as Exhibit H.
- Recoupment of Funds (state authority), hereinafter referred to as Exhibit I.

III. Failure to Perform

In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this grant, Subrecipient is liable to TDEM for an amount, not to exceed, the award and may be barred from receiving additional DHS/FEMA grant program funds or any other grant program funds administered by the State of Texas until repayment is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this grant. Failure to timely implement and complete projects may reduce future funding from DHS/FEMA and/or other grant programs administered by TDEM.

IV. Funding Obligations

TDEM is not liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs, authorized under the applicable award.

- Notwithstanding any other provision of this grant, the total of all payments and other obligations incurred by TDEM under this award must not exceed the total cumulative award amounts listed on the subawards (projects and subsequent versions).
- Subrecipient must contribute the required cost share, also known as non-federal share or match, listed on the subaward.
- Subrecipient must provide supporting documentation that supports the totality of funding requests in accordance with program policy.
- Any private non-profit (PNP) will agree to name the Recipient (TDEM) as a beneficiary in any bankruptcy proceeding or must obtain a bond to guarantee funding until the project(s) are closed.
- In the event that TDEM is required to continue to manage the Subrecipient's award after the Recipient's (TDEM) allocated state management funds have been exhausted, Subrecipient agrees to reimburse TDEM for such costs necessary to close FEMA awards, including the final recoupment of any funds due to FEMA and/or TDEM and the State of Texas.

V. Recoupment of Funds

Subrecipient must refund, to TDEM, any sum of these award funds that TDEM and/or DHS/FEMA determines to be an overpayment to and/or has not been spent by Subrecipient in accordance with this award. Refund payment(s) may be made from local, state, or federal funds unless prohibited by federal regulation or other provision.

Nothing in Exhibit I shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments or to limit TDEM's ability to take immediate recoupment action(s) after notice of required refund has been made.

VI. Uniform Administrative Requirements, Cost Principles and Audit Requirements

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

- Public Law 93-288, as amended (Stafford Act)

- 44 CFR, Emergency Management and Assistance
- 2 CFR 200, Grants and Agreements
- Disaster Mitigation Act of 2000
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12699, Seismic Design
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act, Public Law 113-2
- Disaster Recovery Reform Act of 2018
- 16 U.S.C. § 470 National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act
- FEMA program publications, guidance, and policies

VII. State Requirements for Grants

1. Subrecipient must comply with all other federal, state, and local laws and regulations applicable to this award including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Texas Grant Management Standards (TxGMS) and the most recent applicable version of the program State Administrative Plan (and all effective updates).
2. Subrecipient must, 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, Office of Management and Budget (OMB) uniform guidance, terms and conditions of this award, and the approved application.
3. Grant funds must 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.
4. Award funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

- a. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
 - b. Texas Government Code Sections 556.004, 556.005, and 556.006, prohibits the use of 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;
 - c. Texas Government Code Sections 2113.012 and 2113.101 prohibit the use of grant funds to compensate any employee who uses alcoholic beverages on active duty. Subrecipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
 - d. Texas General Appropriations Act, Art. IX, Section 6.13, requires the 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
 - e. Texas General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, requires that this award may only be expended if Subrecipient timely completes and files its reports.
5. TDEM strongly encourages Subrecipient to complete refresher training in federal procurement standards as variances from these standards account for the majority of funding de-obligation. TDEM will provide training or sources for Subrecipient to attain training. Federal procurement training may be required in advance of funding or as a condition of funding and/or if additional monitoring is deemed appropriate by TDEM.

VIII. Restrictions and General Conditions

DHS/FEMA grant funds must only be used for the purposes set forth in this award and must be consistent with the grant's statutory authority. Award funds must not be used to match funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds must not be used to sue the Federal government or any other government entity.

1. Federal employees are prohibited from directly benefiting from any funds under this Grant.
2. In accordance with 2 CFR §25.300, TDEM will not make a subaward unless Subrecipient has obtained a unique entity identifier (UEI). A UEI is the identifier required for System for Award Management (SAM) registration to uniquely identify entities with which the federal government does business.

3. Subrecipient maintains that it has registered at SAM.gov or other federally established site for contractor registration and entered TDEM-required information. Subrecipient shall keep information current, and review and update at least annually; until the later of when it submits this grant's final financial report or receives final award payment. Subrecipient agrees that it must not make any subaward agreement or contract related to this award without first obtaining the vendor or subawardee's mandatory UEI. See Appendix A to Part 25, Title 2.
4. Subrecipient must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year if the following is applicable (Appendix A to Part 170, Title 2).
 - a. Subrecipient shall report whether Subrecipient received \$25 million or more in federal procurement contracts or financial assistance subject to the Transparency Act per 2 CFR Appendix-A-to-Part-170(b)(1)(ii)(B)
 - b. 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 UEI, the names and total compensation (see 17 CFR §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
 - c. Subrecipient shall report executive total compensation at SAM.gov, or other federally established replacement site.
5. Subrecipient must comply with Federal Executive Orders 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
6. A completed direct deposit authorization form from Subrecipient must be provided to TDEM, prior to receiving any funds under the provisions of this grant.
7. 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.
8. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA or TDEM on the premises of

Subrecipient or a contractor under this grant, Subrecipient must provide and must 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. A final physical site inspection for eligible scope of work and program compliance may be conducted after the Subrecipient's Project Completion and Certification Report has been submitted.

IX. Procurement Contracting

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 award in accordance with 2 CFR 200 § 317-327 and Appendix II to Part 200.

1. All contracts executed using funds awarded under this award shall contain the contract provisions listed under 2 CFR § 200.327 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
2. For each of the following types of procurement, activities must follow the most restrictive of federal, state, or local procurement regulations:
 - a. Micro purchase (2 CFR 200.320(a)(1))
 - b. Simplified acquisition (2 CFR 200.320(a)(2))
 - c. Sealed bid (2 CFR 200.320(b)(1))--
 - d. Competitive proposal (2 CFR 200.320(b)(2))
 - e. Non-Competitive proposal (2 CFR 200.320(c))
3. The State must approve the use of a noncompetitive procurement method. Federal regulations allow for noncompetitive procurements under certain circumstances, including when a non-state entity determines that immediate actions required to address the public exigency or emergency cannot be delayed by a competitive solicitation.

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.

4. Contracts attributed as "cost-plus-percentage-of-cost" or "percentage-of-construction-cost" are explicitly prohibited by federal procurement standards and are ineligible for DHS/FEMA grants.

5. Subrecipients must perform cost/price analysis for every procurement action in excess of the Simplified Acquisition Threshold as outlined in the Federal Acquisition Regulation (FAR).
6. Subrecipients must not make any award to any party that is debarred or suspended, or is otherwise excluded from participation in the federal assistance programs (Executive Order 12549, Debarment and Suspension).
 - a. TDEM will not reimburse any expenses for a debarred vendor or Subrecipient that does not have a valid SAM.gov registration.
 - b. Subrecipients must maintain documentation validating review of the debarment list of eligible contractors. Evidence of non-debarment for vendors must be documented through SAM.gov and the Comptroller of Texas and available for review. Subrecipients must maintain documentation to show that they have checked all vendors for debarment and suspension prior to engaging them in a contract using both SAM.gov and the Comptroller of Texas.
7. Subrecipients must comply with rules related to underutilized businesses (small and minority businesses, women's enterprises, veteran-owned, and labor surplus firms) at 2 CFR §200.321.
8. Subrecipients must comply with the rules of recovered materials for procurements at 2 CFR §200.323.
9. Subrecipients must comply with the rules for domestic preferences for procurements at 2 CFR § 200.322.
10. All procurement documentation must be submitted to the Texas Division of Emergency Management (TDEM) at the project level (or appropriate GMS location) prior to the award of any procurement contract by the sub-recipient in association with Hazard Mitigation.

X. 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.

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives access to and the right to conduct a financial or compliance review of funds received, and performances rendered under this award. Subrecipient must permit TDEM or its authorized representative to monitor Subrecipient's records. Subrecipient must provide any documents, materials, or information necessary to facilitate such monitoring activities.

- Subrecipient understands and agrees that it is liable to TDEM for any costs disallowed pursuant to any financial or compliance monitoring of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to the Subrecipient pursuant to this award or any other federal grant or contract.
- Subrecipient must take such action to facilitate the performance of such audit(s) conducted pursuant to this section as TDEM may require of Subrecipient. Subrecipient must 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.

Subrecipient understands that acceptance of funds under this award 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's audit or investigation, including providing all records requested. Subrecipient must 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 right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the Subrecipient relating to this award.

- 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 award and of the adequacy and timeliness of Subrecipient's performance pursuant to this award.
- After each monitoring visit, if the monitoring visit reveals deficiencies in the Subrecipient's performance under this grant, a monitoring report will be provided to the Subrecipient that includes requirements for the timely correction of such deficiencies by the Subrecipient. Failure by Subrecipient to take action(s) specified in the monitoring report may be cause for special conditions to be placed on future awards, suspension or termination of the current award pursuant to 2 CFR 200.339.

XI. Audit

Subrecipients expending \$1,000,000 or more in total federal financial assistance during their fiscal year will be required to have and provide to TDEM a single audit in accordance with 2 CFR Part 200 Subpart F.

- A copy of the Single Audit must be electronically submitted to the Federal Audit Clearinghouse (FAC). The audit must be submitted within 30 calendar days after the auditee receives the auditor's report(s) or nine months after the end of the audit period (whichever is earlier) in accordance with 2 CFR 200.507(c).

- If the Subrecipient is not required to have a single audit, a response to the request will be required to be provided to TDEM for documentation.

Failing to follow the regulation can result in significant adverse consequences, including any action listed in the Enforcement Section (XIV) of this agreement and in accordance with 2 CFR 200.339.

XII. Retention and Accessibility of Records

Subrecipient shall follow its own internal document retention policy, or the State's document retention policy, whichever is more restrictive. At a minimum, Subrecipient must maintain fiscal records and supporting documentation for all expenditures of this award's funds pursuant to the applicable 2 CFR § 200.334-338, TAMU System Regulation 61.99.01, and this agreement.

1. 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, or any litigation, dispute, or audit.
2. Records shall be retained for three (3) years after the final disposition of real estate or equipment.
3. DHS/FEMA or TDEM may direct the Subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long-term retention value. If documentation is not retained in accordance with the retention requirements, the subrecipient will be liable for any costs that cannot be substantiated.

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things, or property belonging to or in use by the Subrecipient pertaining to this award 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.

XIII. Changes or Amendments

TDEM may modify this agreement 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 award. Any alteration, addition, or deletion to this agreement made by Subrecipient is not valid.

Any alterations, additions, or deletions to this agreement that are required by changes in federal and state laws, regulations, or policy are automatically incorporated into this agreement without written amendment to this award and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this agreement after an award has been

made, including changes to the period of performance of the award, or terms and conditions, the certifying official shall be notified electronically through GMS of the changes in writing. Once notification has been made, any subsequent request for reimbursement will indicate Subrecipients acceptance of the changes to this award.

XIV. Enforcement

Should Subrecipient materially fail to comply with any term of this award or agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports;
2. Require all payments as reimbursements rather than advance payments;
3. Temporarily withhold payments pending correction of the deficiency;
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request DHS/FEMA to wholly or partially de-obligate funding for a project;
6. Withhold cash payments pending correction of the deficiency by Subrecipient or more severe enforcement action by TDEM or DHS/FEMA;
7. Terminate this award, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that Subrecipient has failed to comply with any terms of this grant (2 CFR 200.339). TDEM shall provide written notice of the termination that includes:
 - a. The reason(s) for such determination;
 - b. The effective date of such termination; and
 - c. The scope of the termination of the award.
 - d. The termination of an award is final.
8. Withhold future awards for the grant program; and
9. Take other remedies that may be legally available.

In taking an enforcement action, TDEM will adhere to any administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved, and where TDEM, as the recipient, is obligated to follow.

Costs incurred by Subrecipient during a suspension or after the termination of this

award are not allowable costs.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under Executive Order 12549.

XV. Conflicts of Interest

Subrecipient must maintain and provide upon request 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 must 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. (2 CFR 200.112 and 2 CFR 200.318(c))

XVI. Closing of this Award

TDEM will close each subaward after receiving all required final documentation from Subrecipient. If the close-out review and reconciliation indicate that the Subrecipient is owed additional funds, TDEM will send the final payment automatically to the Subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds. This does not affect:

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

XVII. Notices

All notices and other communications pertaining to this agreement shall be delivered in electronic format and shall be transmitted in TDEM's Grant Management System, hereinafter referred to as "GMS". TDEM reserves the right to use other delivery avenues as needed.

XVIII. TDEM's Grants Management System

TDEM requires the use of the TDEM's Grants Management System (GMS) for Subrecipient grant management functions. Subrecipients are required to use GMS for all grant-related functions as required by TDEM unless written authorization from

TDEM is given. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements.

Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement. Paper forms and email requests to initiate grant management functions within GMS are not accepted unless an alternative process has been pre-approved by TDEM as indicated above.

XIX. Performance Period

The performance period for this award is listed on the subaward letter for each project. All projects must be completed within the performance period and within the approved budget. Subrecipient shall have expended all award funds and must submit final requests for reimbursements, invoices, and any supporting documentation to TDEM no later than 30 calendar days after the end of the performance period. TDEM is not obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

From time to time, the performance period for grants may be extended by TDEM. These extensions do not change the established performance periods for Subrecipients to submit final requests for reimbursements, invoices, and any supporting documentation.

1. All work must be completed prior to the approved project completion deadline assigned to each project.
 - a. For Public Assistance projects written at 100% complete, documentation must be submitted within 60 days of the Recovery Scoping Meeting (or DHS/FEMA process equivalent).
 - b. For projects not written at 100% complete for both Hazard Mitigation and Public Assistance awards, documentation must be submitted within 30 days of the work completion date.
2. Should additional time be required to complete a project, a time extension request must be submitted in GMS in advance to TDEM which:
 - a. Identifies the projects requiring an extension;
 - b. Explains the reason for an extension;
 - c. Indicates the percentage of work that has been completed;
 - d. Provides an anticipated completion date;
 - e. Provides detailed milestones documenting expected progress.

The reason for an extension must be based on extenuating circumstances, or unusual

project requirements that are beyond the control of Subrecipient. Failure to submit a time extension request 90 days prior to the end of the existing period of performance may result in denial, reduction, or withdrawal of federal funds for approved work. In some circumstances, a request for a project extension may extend beyond the period of performance between TDEM and DHS/FEMA, and so a request for an extension must be approved first by the federal agency before TDEM has authority to approve an extension for a Subrecipient.

XX. Cost/Scope Modification

Any change to a project's approved scope of work must be reported and approved through TDEM and DHS/FEMA before starting the project. Failure to do so will jeopardize award funding.

Subrecipient shall submit requests for cost overruns to TDEM for review. Any requests sent for a Public Assistance project will be submitted to DHS/FEMA for review and approval. Approval of these requests is not guaranteed and is subject to funding availability. Costs incurred prior to the approval of any scope or budget/cost changes may be denied.

XXI. Final Expenditures Report

The Project Completion and Certification Report (P4) must be submitted to TDEM within 60 calendar days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report and the Applicant's Attestation for Duplication of Benefits (DOB) form certifying that other funds were received to complete the project.

XXII. Net Small Project Overrun

If the total actual cost of all of a Subrecipient's Public Assistance small projects combined exceeds the total obligated for all small projects, the Subrecipient may request additional funding through the appeal process, within 60 calendar days of the latest work completion date of all its Small Projects, as described in the Public Assistance Program and Policy Guide. A net small project overrun appeal will require a review of all small projects and could result in a reduction of funding.

XXIII. Appeals

1. Public Assistance

In the event that Subrecipient does not agree with the determinations made by DHS/FEMA, Subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting Subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which Subrecipient believes the initial action was inconsistent. Additionally, for

disasters declared on or after January 1, 2022, Subrecipients must submit appeals using DHS/FEMA's Grants Portal system, in addition to GMS. An appeal must be submitted by Subrecipient within the following time frames:

- a. Any DHS/FEMA determination – 60 calendar days from the written notice of the determination being made.
- b. Second Appeal – 60 calendar days from the written notice of the determination made on the previous appeal.

Appeals should be addressed to the TDEM's Division Chief of Recovery and should contain additional information that the Subrecipient wants to have considered. Upon receipt of an appeal from Subrecipient, TDEM will review the material submitted and forward the appeal with a written recommendation to DHS/FEMA within 60 calendar days.

For presidentially declared disasters on or after January 1, 2016, the Subrecipient may choose to arbitrate in lieu of submitting a second appeal. The arbitration program is designed to offer an alternate second appeal process by providing final adjudication through an independent, neutral panel of arbitrators for particular PA projects involving a dispute equal to or in excess of \$500,000 (or \$100,000 if the Subrecipient is in a "rural area", defined as having a population of less than 200,000 living outside an urbanized area) and must be filed within 60 calendar days of receipt of the first appeal decision. For specific information, refer to 44 CFR § 206.206.

2. Hazard Mitigation

In the event that Subrecipient does not agree with the determinations made by DHS/FEMA, Subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the Subrecipient's position, specifying the monetary figure in dispute, and the provisions in federal law, regulation, or policy with which the Subrecipient believes the initial action was inconsistent. An appeal must be submitted by Subrecipient within the following time frames (44 CFR § 206.440):

- a. Any DHS/FEMA or TDEM determination – 60 calendar days from the date of the determination of the appeal written on the DHS/FEMA letter;
- b. Second Appeal – 60 calendar days from the written notice of the determination made on the previous appeal. The decision of the Second Appeal is final and not subject to arbitration.

Appeals must be addressed to the State Hazard Mitigation Officer (SHMO) and should contain additional information, in accordance with Hazard Mitigation Assistance (HMA) guidance, that the Subrecipient wants to have considered by DHS/FEMA. Upon receipt of an appeal from Subrecipient, TDEM will forward the

appeal to DHS/FEMA within 60 calendar days.

XXIV. Requests for Reimbursement and Advance of Funds

Subrecipient will request payment of funds on projects by initiating a request for reimbursement (RFR) in GMS or an advance of funds request (AFR) through GMS. The request must include documentation supporting the request.

Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter. If payment is not requested quarterly, Subrecipient is subject to enforcement mechanisms described in the Enforcement section (XIV) of these terms and conditions. Additional monitoring may be required of Subrecipients if funds are advanced.

Small projects will be paid upon completion of work and submission of all necessary closeout documentation to TDEM. Due to the increase in the maximum small project amount, the Subrecipient may require an Advance of Funds to pay the eligible costs of the approved project scopes of work. The small project threshold is adjusted with each federal fiscal year.

Should the Subrecipient have an active receivable on any grant administered by TDEM, TDEM may choose not to process an advance of funds until the receivable is resolved or another arrangement is made.

XXV. Quarterly Report Requirements

Subrecipients must submit quarterly progress reports (QPR) for open, large projects in Public Assistance, all Hazard Mitigation Grant Program, Building Resilient Infrastructure and Committees (BRIC), and Pre-Disaster Mitigation Grant projects using GMS. QPRs are due to TDEM the 15th of the month after the reporting period ends. The reporting periods consist of four 3-month periods:

- a. Quarter 1 (Q1): October – December
- b. Quarter 2 (Q2): January – March
- c. Quarter 3 (Q3): April – June
- d. Quarter 4 (Q4): July – September

Failure to submit required QPRs that demonstrate appropriate project progress for two or more quarters, or Requests for Reimbursement (RFR) not submitted quarterly, can result in the withholding or de-obligation of funding for Subrecipient until all QPRs are submitted to TDEM, as outlined in XIV Enforcement of these terms and conditions.

TDEM may use the data provided in QPRs when considering requests for overruns, period of performance extensions, or any other award activity. If projects are not progressing, TDEM may require additional reporting or may take any other appropriate

action to comply with the required standards.

XXVI. Equipment Records

When an individual item of equipment is no longer required for federally funded programs or projects, Subrecipient must calculate the current fair market value of the individual item. If items have a fair market value of more than \$10,000 per unit, Subrecipient must report the equipment to TDEM. TDEM will work with DHS/FEMA to provide the Subrecipient with appropriate disposition instructions. For full rules and regulations regarding equipment, reference 2 CFR 200.313.

XXVII. FEMA Grants Portal and FEMA GO

In addition to TDEM's Grants Management System, Subrecipient may also utilize the required DHS/FEMA grant management systems; however, the TDEM GMS system is the official system of record. The FEMA Public Assistance Delivery Model, or Simplified Application process, is used to facilitate the writing of project worksheets in FEMA's Grants Portal system (Portal). Subrecipient must establish and maintain an active account in the Portal. It is the Subrecipient's responsibility to provide and upload all requested information in a timely manner, which is needed to write accurate project worksheets. The Portal provides the Subrecipient with visibility of the entire project writing process.

The FEMA Grant Outcomes (FEMA GO) platform is used to facilitate the application, tracking, and management of Hazard Mitigation Grant Programs (HMGP) including Building Resilient Infrastructure and Communities (BRIC), and additional programs anticipated in the future. The Subrecipient is responsible for requesting and maintaining an active account in FEMA GO and responding in a timely manner to any information requested to complete the award process.

The use of FEMA's Grants Portal and FEMA GO does not eliminate the requirement to use TDEM's Grants Management System.

XXVIII. Indirect Cost Rates

Subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 15 percent de minimis rate of modified total direct costs (MTDC) (as per 2 CFR § 200.414) when receiving Management Costs.

XXIX. Request for Information

TDEM and/or DHS/FEMA may request additional information from Subrecipient throughout the life cycle of this grant. This process, Request for Information, is herein referred to as RFI. DHS/FEMA RFIs may be received directly from TDEM's Grants Management System (GMS), FEMA systems (FEMA Grants Portal & FEMA GO), DHS/FEMA employees, or indirectly through TDEM representatives. DHS/FEMA RFI timeframes may vary, but due dates are always communicated upon transmission of the RFI. The TDEM RFI policies can be found in Exhibits G & H.

Exhibits

Exhibit A: Assurance – Non-Construction Programs

(See Standard Form 424B)

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

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 application.
2. Will give the awarding agency, 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 the award; 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), 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. §§290 dd-3 and 290 ee- 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 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 subagreements.

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) 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 (Clean Air) Implementation Plans under Section 176(c) of the Clean 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).

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 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
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, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Exhibit B: Assurances – Construction Programs
(See Standard Form 424D)

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

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 application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; 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 the project.
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 assistance 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), 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. §§290 dd-3 and 290 ee-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 the application.

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 subagreements.
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) 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 (Clean Air) implementation Plans under Section 176(c) of the Clean 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).

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, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Exhibit C: Certifications for Grant Agreements

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

1. 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.
2. 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.
3. 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.
4. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
 - a. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.SAM.gov and the State Debarred Vendor List;
 - b. 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;

- c. 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;
 - d. 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
 - e. 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).
- 5. 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.
 - 6. Subrecipient will comply with 2 CFR 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.
 - 7. Subrecipient will comply with the Drug-free Workplace Act, 2 CFR Part 3001.
 - 8. 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, "Policies for Federal Credit Programs and Non-Tax Receivables," and form SF-424, item number 20 for additional information and guidance.
 - 9. 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.
 - 10. 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 ensure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and Subrecipients shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. 2 CFR 200.300, 2 CFR 200.325(c)(2), and 2 CFR 200.332

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, 42 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 Clean Air Act of 1977, as amended (42 U.S.C. §§7401 et seq.);
 - (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
 19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
 20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in the 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 www.SAM.gov.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Exhibit E: Environmental Review

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

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

Exhibit F: Additional Grant Certifications

Public Assistance and Hazard Mitigation Program Grant (HMGP)

1. Match Certifications

Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (projects) and amendments (versions) under this Grant Agreement. All matching funds must be documented in compliance with 2 CFR 200.306.

2. Duplication of Program Statement

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

3. Federal Debt Disclosure

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

Hazard Mitigation Program Grant (HMGP) Only

1. Maintenance Agreement

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

2. 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 projects:

- a. Applicant certifies that the HMGP project result will not result in a disproportionately high effect on low-income or minority populations, or
- b. Applicant certifies that actions will be taken to ensure environmental justice for low income and minority populations related to this HMGP project.

Exhibit G: Request for Information Procedure

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects. TDEM has developed a framework following a progressive series of communications for the Subrecipient, referred to as Request for Information (RFI). TDEM will work with Subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Public Assistance and Hazard Mitigation projects for management and closeout activities after obligation. This policy will address non-responsive and inadequate responses to requests for information. TDEM at any point may compress timelines for RFI responses due to other factors such as audit deadlines, grant award deadlines or other deadlines imposed by the awarding/auditing agency. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

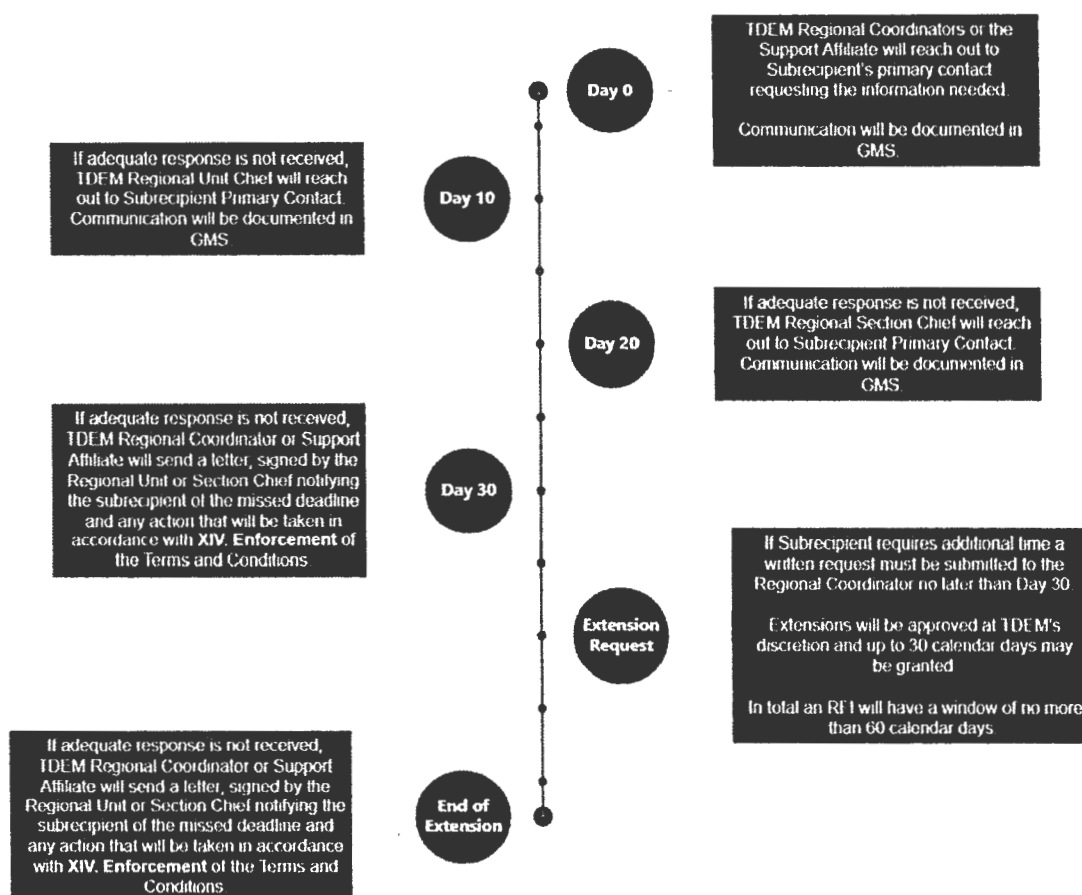


Exhibit H: Hazard Mitigation Application Request for Information Procedure

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely obligation of projects. TDEM has developed a framework following a progressive series of communications for the Subrecipient, referred to as Request for Information (RFI). TDEM will work with Subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Hazard Mitigation projects for management activities pre-obligation. This policy will address non-responsive and inadequate responses to requests for information. The timeline outlined below represents a single, 15-day calendar period beginning from TDEM's first review of the Subrecipient's application. Failure to supply timely responses could result in dismissal of the application or award submission. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

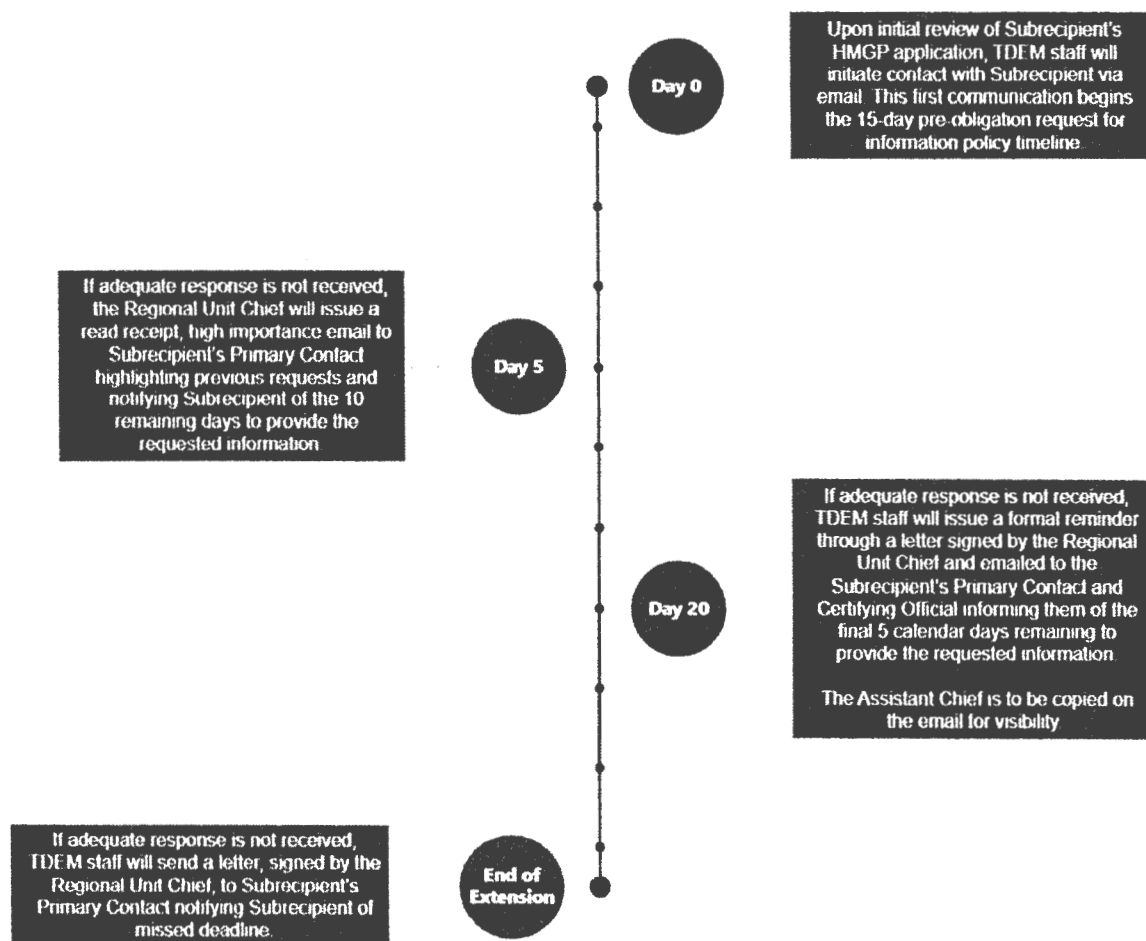


Exhibit I: Recoupment of Funds

Procedure Summary

1. This procedure is to ensure responsible spending of federal dollars, 2 CFR 200.428 and 2 CFR 200.305 require that the State of Texas and the Texas Division of Emergency Management (TDEM) act to identify and recover any improper payments.
2. This procedure applies to all Subrecipients that receive funds from or through TDEM and explains the process by which funding to Subrecipients will be recovered in the event that such funding is determined to be an overpayment or is not expended appropriately under the terms and conditions between TDEM and the Subrecipient and/or applicable FEMA program, statute, regulations, or guidance.
3. The federal dollars described in this policy are passed through TDEM, which serves as the Governor's authorized representative for the federal grants described in these Terms and Conditions. Any amount of debt owed to the federal government is ultimately the responsibility of the State of Texas, not specifically the responsibility of TDEM..

Procedure

1. Applicability of Recoupment

- 1.1. This procedure will be applied to Subrecipients that have been determined by TDEM to have received an overpayment or that TDEM determines has not spent federal funds in accordance with their approved grant award.

2. Subrecipient's Responsibilities

- 2.1. Subrecipients are required to sign Grant Terms and Conditions prior to receipt of funds that stipulate Subrecipients shall refund to TDEM any sum that has been determined by TDEM to be an overpayment to Subrecipient or that TDEM determines has not been spent by Subrecipient in accordance with their grant or financial award.
- 2.2. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted under the applicable program.
- 2.3. Subrecipients shall make such refund to TDEM within thirty (30) calendar days after TDEM requests such refund.

3. TDEM Collection Actions

3.1. Upon determination that a Subrecipient has received an overpayment or has not expended funds in accordance with the grant or fiscal award, the following steps will be taken:

3.1.1. First Formal Communication: A recoupment letter will be sent to the Subrecipient's Authorized Agent(s) highlighting the amount of federal funds owed, electronic transfer information, and the requirement to repay the amount within thirty (30) calendar days.

3.1.1.1. The communication will be sent using electronic mail to the designated agent identified in the grant/funding application, and;

3.1.1.2. Posted in TDEM's Grants Management System (GMS).

3.1.2. TDEM will confirm receipt of the recoupment letter by either receiving a written confirmation from the Subrecipient or making documented verbal contact with the Subrecipients designated agent, mayor, or county judge as applicable.

3.1.3. If the Subrecipient fails to make repayment of the amount identified in the recoupment letter within thirty (30) business days of receipt of the letter, TDEM may offset an applicant's owed funds against current available funding due to applicant unless an agreement to return funding is reached with the applicant as approved by TDEM.

3.1.4. If the repayment is not made, TDEM shall send an additional notice to the Subrecipient by electronic mail and posted to GMS within forty-five (45) calendar days after the first letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the Subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

If the repayment is not made after the second letter, TDEM shall send a third notice to the Subrecipient by electronic mail and posted to the GMS within forty-five (45) calendar days after the second letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the Subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

3.1.5. If the Subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement to repay the funding to TDEM within one hundred twenty (120) calendar days from the date that the original recoupment letter was sent, TDEM will take any and all authorized actions to withhold funding for other grants, including issuing a State Comptroller Warrant Hold and/or referring the matter to the attorney general. TDEM shall notify the Subrecipient of any such decision.

3.2. Delinquent Accounts

3.2.1. Delinquency Determination

3.2.1.1. If a Subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement approved by TDEM to repay the funding with TDEM within 120 calendar days from the date the original recoupment letter was sent, TDEM may determine that the account is delinquent.

3.2.1.2. At TDEM's sole discretion, TDEM may authorize payment plans that fully reimburse the full amount owed over a one to ninemonth period not to exceed the end of the grant period. From time to time, variances in approved timelines may occur based on the phase of the grant process and other timelines determined by FEMA such as periods of performance and closeout liquidation periods.

3.2.1.3. Should a Subrecipient enter into a payment plan and then fail to make more than one timely payment, the payment plan shall be considered invalid, and the full balance shall be due within 30 calendar days. If payment is not made within 30 calendar days, the actions contained within Section 3.1.7 and Section 3.2.

3.2.2. Warrant Hold Process

3.2.2.1. Once TDEM has determined that the debt is delinquent, TDEM may utilize the state comptroller's warrant hold process to ensure payments are not issued to the individual or entity that is indebted to the state.

3.2.3. Referral to the Attorney General

3.2.3.1. Once the account is determined to be delinquent, TDEM may determine whether to refer the account to the Attorney General through the System Office of the General Counsel.

3.2.3.2. The determination as to the manner in which to pursue the collection of the account must consider the following:

- 3.2.3.2.1. The size of the debt;
 - 3.2.3.2.2. The existence of any security or collateral;
 - 3.2.3.2.3. The likelihood of collection through passive means;
 - 3.2.3.2.4. The cost to TDEM or the Attorney General in attempting to collect the obligation; and
 - 3.2.3.2.5. The availability of resources within TDEM or the Attorney General to devote to the collection of the obligation.
- 3.2.3.3. Upon a determination to refer to the Attorney General, TDEM shall notify the Subrecipient of the delinquency status of the account, including the amount in no more than two mailed letters.
- 3.2.3.3.1. The first demand letter shall be mailed USPS First Class Mail within 30 calendar days after the debt has been determined delinquent and an Attorney General referral is desired.
 - 3.2.3.3.2. The second demand letter shall be mailed USPS First Class Mail between 30-60 calendar days after the first demand letter was mailed if repayment of the amount has not occurred.
- 3.2.3.4. If TDEM determines that it will refer the matter to the Attorney General, it shall, through the System Office of the General Counsel, notify the Attorney General by 90 calendar days after the first demand letter was sent.

3.3. TDEM shall maintain copies of all communications with the Subrecipients regarding the recoupment of the grant or financial award funding.

4. TDEM's Ability to Remedy

Nothing in this procedure shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments.

Nothing in this policy shall prohibit TDEM from immediately taking any recoupment action after the first thirty (30) calendar day notice has been issued requesting repayment.

Related Statutes, Policies, or Requirements

- Texas A&M University System Regulation 21.01.04
- 1 Tex. Admin. Code Section 59.2
- Tex. Gov't Code Section 403.055
- Tex. Gov't Code Chapter 2107
- Texas A&M University System Office Collection and Write-off Guidance
- Texas A&M University System Regulation 09.04.01

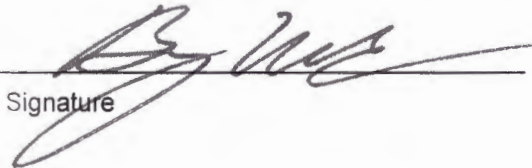
Grant Acknowledgement, Agreement and Signature

Please provide your signature next to each item in acknowledgement you have received, read, understand, and agree to abide by the terms.

I, Judge Bryan Wilson, the undersigned and Certifying Official of
Printed Name

Burnet County, TX certify
Subrecipient Entity Name

that I have read and understand each section of the TDEM Terms and Conditions. My signatures below serve as Subrecipient agreement to comply with all laws, rules, regulations, and policy presented herein.


Signature

Agreement Authority

Signature

Agreement (Section I – XXIX)

Signature

Exhibit A: Assurance – Non-Construction Programs

Signature

Exhibit B: Assurance – Construction Programs

Signature

Exhibit C: Certifications for Grant Agreements

Signature

Exhibit D: State of Texas Assurances

Signature

Exhibit E: Environmental Review Certification

Signature

Exhibit F: Additional Grant Certifications

Signature

Exhibit G: Request for Information
Procedure

Signature

Exhibit H: Hazard Mitigation Application
Request for Information Procedure

Signature

Exhibit I: Recoupment of Funds

Please sign below to acknowledge Subrecipient's acceptance of this grant and all exhibits and Subrecipient's agreement to abide by all terms and conditions.



Signature of Certifying Official

Date

Bryan Wilson

Burnet County Judge

Printed Name

Title