

REGULAR MEETING – March 09, 2021

On this the 09th day of March 2021 at 9:00 A.M. the Honorable Commissioners Court of Blanco County convened in a REGULAR MEETING at a regular meeting place thereof in the Courthouse in Johnson City with the following members to-wit:

BRETT BRAY	COUNTY JUDGE
TOMMY WEIR	COMMISSIONER PCT. 1
EMIL UECKER	COMMISSIONER PCT. 2
CHRIS LIESMANN	COMMISSIONER PCT. 3
PAUL GRANBERG	COMMISSIONER PCT. 4
LAURA WALLA	COUNTY CLERK

draft

ITEM 1 – Call to Order and Roll Call.

Judge Bray and all 4 Commissioners announced present.

ITEM 2 – Pledge of Allegiance.

ITEM 3 – PUBLIC COMMENTS – opportunity for the general public to address the Court on any matter. Comments are limited to 3 minutes.

ITEM 4 – Consider approval of minutes of prior Commissioners Court meeting(s). Vote on any action taken. (Judge Bray)

COMMISSIONER UECKER made the motion to dispense with the reading of the minutes and to approve the minutes as presented, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 5 – Consider approval, of the estimated March 2021 payroll. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to approve the estimated March 2021 payroll in the amount of \$350,513.06, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 6 – Consider approval of the official reports. Vote on any action taken. (Judge Bray)

COMMISSIONER UECKER made the motion to approve the official reports, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 7 – Consider ratifying or approving line item transfers as presented. Vote on any action taken. (Judge Bray)

No transfers presented at this time. Item passed.

ITEM 8 – Consider approval of the outstanding bills. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to approve the outstanding bills in the amount of \$ 144,873.41. seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0.

ITEM 9 – Consider approval to pay invoice from Clean Earth for the HHW Event held September 2020.

Vote on any action taken. (Commissioner Granberg)

COMMISSIONER GRANBERG moves that we approve to pay the invoice from Clean Earth for the HHW Event held September 2020, seconded by Commissioner Liesmann. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 10 – Consider proclamation commemorating March 2021 as “Red Cross Month” in Blanco County.

Vote on any action taken. (Judge Bray)

COMMISSIONER WEIR made the motion to proclaim commemorating March 2021 as “Red Cross Month” in Blanco County, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 11 – Consider acceptance of the audit report of Blanco County ESD#2 for year ending September 30, 2020. Vote on any action taken. (Judge Bray)

COMMISSIONER WEIR made the motion to accept the audit report of Blanco County ESD#2 for year ending September 30, 2020, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 12 – Presentation of donation check from Capital Area Housing Finance Corporation to North Blanco County ESD#1 for the benefit of Round Mountain VFD's new building. Informational item only. (Judge Bray)

ITEM 13 – Discussion of and direction on the City of Johnson City's Recycling Center Operations, including, but not limited to, a proposed lease agreement between the City and North Blanco County ESD #1 for property located at 204 Fm 2766 and the relocation of the City's Recycling Center operation to Blanco County property. Vote on any action taken. (Judge Bray)

ITEM PASSED AT THIS TIME.

ITEM 14 – Consideration and action concerning Blanco County adopting the State of Texas Countywide Polling Place Program; allowing the Tax Assessor Collector to send Notice of Intent to participation the Program; scheduling a Public Hearing concerning adoption of the Program; and publishing notice of the Public Hearing. Vote on any action taken. (Judge Bray & TAC Spies)

COMMISSIONER GRANBERG moves to approve Blanco County adopting the State of Texas Countywide Polling Place Program; allowing the Tax Assessor Collector to send Notice of Intent to participation the Program; scheduling a Public Hearing concerning adoption of the Program; and publishing notice of the Public Hearing, seconded by Commissioner Liesmann. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 15 – Discussion and possible action regarding contracting with Doucet & Associates for engineering services on Odiorne Rd. pending County Attorney approval. Vote on any action taken. (Commissioner Uecker)

COMMISSIONER UECKER made the motion to contract with Doucet & Associates for engineering services on Odiorne Rd. pending County Attorney approval, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 16 – Consider the preliminary subdivision plat of Legacy Hills. Vote on any action taken. (Commissioner Uecker)

COMMISSIONER UECKER made the motion approving the preliminary subdivision plat of Legacy Hills with the variance of 22', 26' 24' width pavement once all dues/fees are paid, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – NO.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 4/0

ITEM 17 – Consider de-annexation and cancellation of lots 1, 2, & 3 in the Live Oak Canyon subdivision in accordance with Texas Local Gov't Code 232.008. Vote on any action taken. (Commissioner Uecker)
ITEM PASSED AT THIS TIME. FUTURE MEETING.

ITEM 18 – Consider burn ban.
ITEM PASSED.

ITEM 19 - Adjourn.
COMMISSIONER UECKER made the motion to adjourn, seconded by Commissioner Weir. Judge Bray called for discussion and vote.
JUDGE BRAY – YES.
COMMISSIONER WEIR – YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – YES.
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

Meeting adjourned at 10:20 o'clock a.m.

The above and foregoing minutes were examined and approved in Open Court this _____ day of _____, 2021.

County of Blanco

I, Laura Walla, County Clerk, Blanco County, Texas attest that the foregoing is a true and correct accounting of the Commissioner's Court authorized proceedings for March 09, 2021.

County Clerk and Ex-Officio Member of Commissioner's Court, Blanco County, Texas

Funds are available.

5

BLANCO COUNTY
REQUEST FOR A LINE-ITEM TRANSFER

DATE: 3-11-21

TO: HONORABLE COMMISSIONERS COURT OF BLANCO COUNTY, TEXAS

3-11-21

FROM: Chris Liesmann

DEPARTMENT R+B Pd#3

I SUBMIT TO YOU FOR YOUR CONSIDERATION, THE FOLLOWING LINE ITEM TRANSFERS:

FUND	LINE ITEM DESCRIPTION	LINE ITEM #	AMOUNT
FROM: <u>R+B</u>	<u>Fuel</u>	<u>15-560-312</u>	<u>5,000.⁰⁰</u>
TO: <u>R+B</u>	<u>Equipment Maintenance</u>	<u>15-560-308</u>	<u>5,000.⁰⁰</u>

Reason for request:

Break down of Dump Truck and Repairs

Note: This change in the budget for county purposes is in accordance with 111.011 Changes in Budget for County Purposes" of the Local Government Code.

[Signature]
Department Head Signature

Attest: County Clerk
(if Commissioners' Court Action)

[Signature]
Co Judge/Commissioners' Court Approval
(as needed)

Blanco County Commissioners' Court

March 23, 2021

Invoice File Listing By Fund

Fund	Description	Disbursement
010	General Fund	\$ 120,721.10
015	Road & Bridge Fund	\$ 18,219.29
045	Inmate Commissary Fund	\$ 96.95
055	Sheriff's Office Special Fund	\$ 66,471.97
Total		\$ 205,509.31

The attached list of Claims Payable have been examined & approved for payment by the Assistant County Auditor as provided by the Texas LGC 113.064 & 113.065

Attest Asst. County Auditor: _____

Date

3-18-21

The attached list of Claims Payable have been examined & approved for payment by the Commissioners' Court as provided by the Texas LGC 115.021 & 115.022

County Judge _____

Date _____

Commissioner Pct 1 _____

Commissioner Pct 3 _____

Commissioner Pct 2 _____

Commissioner Pct 4 _____

COPY

TIME:01:24 PM

PREPARER:0004

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0300-GENERAL FUND REVENUES				
BENSON BODY & PAINT	75879	A	REPAIR UNIT 53 LEC	6,506.95
DEPARTMENT TOTAL				6,506.95
0310-GENERAL FUND GRANTS				
CENTRALSQUARE TECHNOLOGIES	75892	A	INV#309435 CONST 1	1,216.00
GTS TECHNOLOGY SOLUTIONS, INC	75937	A	INV#0046904 CONST 1	7,129.91
DEPARTMENT TOTAL				8,345.91
0411-ELECTIONS ADMINISTRATOR				
BUSINESS CENTER PRINT & OS	75886	A	INV#142170P EA	69.99
POSTMASTER/BOX RENT	75917	A	BOX #13 RENTAL EA	48.00
DEPARTMENT TOTAL				117.99
0420-TAX ASSESSOR/COLLECTOR				
BUSINESS CENTER PRINT & OS	75889	A	INV#142138P TAC	139.99
BUSINESS CENTER PRINT & OS	75890	A	INV#143469 TAC	323.27
BUSINESS CENTER PRINT & OS	75891	A	INV#143469.1 TAC	479.98
BUSINESS CENTER PRINT & OS	75935	A	INV#142200S TAC	89.94
TEXAS ASSOCIATION OF COUNTIES	75923	A	REF#69953 TAC	125.00
DEPARTMENT TOTAL				1,158.18
0425-COUNTY SHERIFF				
A T & T MOBILITY	75832	A	ACCT #287289997662	41.33
AUTO CHLOR SERVICES, LLC	75833	A	INV #6509654 LEC	200.54
BENSON BODY & PAINT	75878	A	REPAIR UNIT 53 LEC	360.55
BLANCO REGIONAL CLINIC P.A.	75884	A	INV#177944 LEC	133.00
BLANCO REGIONAL CLINIC P.A.	75885	A	INV#178051 LEC	133.00
EXPRESS AUTOMOTIVE SERVICE	75936	A	INV#3762628 LEC	52.24
FREDERICKSBURG DENTISTRY, PLLC	75896	A	DOS 030321 STEPHENSON, N	334.00
GALLS, LLC	75897	A	INV#017573657 LEC	450.46
GT DISTRIBUTORS, INC	75898	A	INV#0828946 LEC	133.30
ICS JAIL SUPPLIES INC.	75899	A	INV#W4320600 LEC	541.88
ICS JAIL SUPPLIES INC.	75900	A	INV#W4320601 LEC	272.26
ICS JAIL SUPPLIES INC.	75901	A	INV#W4341100 LEC	59.68
JENNY LIESMANN	75902	A	REIMBURSEMENT	86.60
MCHD	75850	A	INV #1186	180.00
NORTH BLANCO COUNTY EMS	75851	A	PATIENT #00001652 JAIL	413.95
OFFICESUPPLY.COM	75904	A	INV#4344113 LEC	75.98
PEDERNALES ELECTRIC COOP	75853	A	INV #955 LEC	2,411.25
PERFORMANCE FOOD SERVICE	75913	A	INV#1172869 LEC	981.87
PERFORMANCE FOOD SERVICE	75914	A	INV#1172869 LEC	8.77
PERFORMANCE FOOD SERVICE	75915	A	INV#1179583 LEC	1,330.86
RYAN BIBLE	75919	A	REIMBURSEMENT	25.00
SEYMOURS INC.	75920	A	INV#47058 LEC	1,216.19
SOUTHERN HEALTH PARTNERS	75871	A	INV #BASE40828 APRIL 2021 BASE	5,565.81
STEVEN A LOGSDON	75948	A	PRE-EMPLOYMENT EXAMS - FLOOD, T	175.00
THOMSON WEST	75862	A	ACCT #100010580 LEC	299.75
VERIZON WIRELESS	75865	A	ACCT #642256328-00001 LEC	2,050.44
DEPARTMENT TOTAL				17,533.71
0430-COUNTY TREASURER				
TEXAS ASSOCIATION OF COUNTIES	75922	A	INV#312884 CO TREAS	180.00
DEPARTMENT TOTAL				180.00
0435-INDIGENT HEALTH CARE				
BAYLOR SCOTT WHITE	75834	A	ID #444080715	152.73

TIME:01:24 PM

PREPARER:0004

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
BAYLOR SCOTT WHITE	75835	A	ID #15569759	51.56
BLANCO PHARMACY & WELLNESS	75836	A	ACCT #113	216.91
SCOTT & WHITE HOSPITAL	75876	A	PATIENT #PH9548145790	42.99
DEPARTMENT TOTAL				464.19
0440-COUNTY EXTENSION AGENCY				
BUSINESS CENTER PRINT & OS	75888	A	INV#143387 AG EXT	59.98
DEPARTMENT TOTAL				59.98
0445-EMERGENCY MANAGEMENT				
BEARCOM WIRELESS WORLDWIDE	75931	A	INV#5160305 ER MGMT	2,000.00
BEARCOM WIRELESS WORLDWIDE	75932	A	INV#516306 ER MGMT	771.00
DIALTONESERVICEES L.P.	75867	A	ACCT #10000001488 EMC	7.27
DIALTONESERVICEES L.P.	75868	A	ACCT #10000001443 SHERIFF	7.27
DIALTONESERVICEES L.P.	75869	A	ACCT #10000001487 DISPATCH	7.27
DIALTONESERVICEES L.P.	75870	A	ACCT #10000001486 CO JUDGE	7.27
DEPARTMENT TOTAL				2,800.08
0450-JUDICIAL EXPENSES				
33RD & 424TH JUDICIAL DISTRICTS CSC	75828	A	FEBRUARY 2021	253.70
33RD & 424TH JUDICIAL DISTRICTS CSC	75829	A	JANUARY 2021	380.76
ANNE B. LITTLE, PLLC	75830	A	CV08888	450.00
ANNE B. LITTLE, PLLC	75831	A	CV08385	219.05
CROFTS - CROW FUNERAL HOME	75841	A	JOHNSTON BURIAL	1,200.00
PERRY THOMAS	75855	A	424TH CR01874	325.00
STEVEN R WITTEKIEND	75856	A	33RD CASE #1752	150.00
DEPARTMENT TOTAL				2,978.51
0451-DISTRICT JUDGE				
ALAN GARRETT	75872	A	JUVENILE BOARD COMP	100.00
ALAN GARRETT	75873	A	DISTRICT JUDGE SUPPLEMENT	51.40
BURNET COUNTY TREASURER	75838	A	DISTRICT JUDGES FEBRUARY 2021	4,498.40
EVAN C. STUBBS	75874	A	DISTRICT JUDGE SUPPLEMENT	51.40
EVAN C. STUBBS	75875	A	JUVENILE BOARD COMP., 424TH	100.00
DEPARTMENT TOTAL				4,801.20
0452-DISTRICT ATTORNEY				
BURNET COUNTY TREASURER	75839	A	DISTRICT ATTORNEY FEBRUARY 2021	13,869.13
DEPARTMENT TOTAL				13,869.13
0453-JUVENILE PROBATION				
JUVENILE PROBATION DEPT	75849	A	MARCH 2021	4,540.88
DEPARTMENT TOTAL				4,540.88
0460-STATE AGENIES SERVICES				
FRONTIER COMMUNICATIONS	75842	A	830-868-4008 ADULT PROBATION	305.15
DEPARTMENT TOTAL				305.15
0500-COURTHOUSE EXPENSES				
BLANCO COUNTY APPRAISAL DIST	75837	A	2ND QUARTER	39,021.78
BLANCO COUNTY PUBLICATIONS LP	75881	A	RENEWAL FOR COURTHOUSE	44.00
BLANCO HEATING & COOLING	75883	A	INV#WO-041226 S. ANNEX	320.00
CITY OF BLANCO	75840	A	ACCT #16 SOUTH ANNEX	115.75
EAGLE UNITED USA INC.	75894	A	INV#10240	422.90
FILTERBUY, INC	75895	A	INV#5255ADDF-002 LEC	75.72
GRAVES HUMPHRIES, STAHL, LIMITED	75843	A	REPORT #COL005 JP 4	348.57
GVTC	75846	A	830-833-5331 PCT 1 & PCT 4 INTERNET	94.95

TIME:01:24 PM

PREPARER:0004

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
GVTC	75847	A	830-833-4212 SOUTH ANNEX INTERNET	134.90
GVTC	75848	A	830-833-4212 SOUTH ANNEX	303.84
JOHNSON CITY PUBLICATIONS LP	75903	A	THE VISTAS REPLAT	63.75
NETPROTEC LLC	75866	A	INV #1620 PORTAGE MAINTENANCE	1,455.00
OFFICESUPPLY.COM	75905	A	INV#4348247	141.82
PEDERNALES ELECTRIC COOP	75854	A	INV #955 COUNTY	3,025.55
SOUTH TEXAS COUNTY JUDGES' & COMMIS	75921	A	2021 MEMBERSHIP DUES	300.00
STROEHER & OLFERS INC	75949	A	INV#205260 LEC	1.78
TERMINIX	75857	A	ACCT #6969 LEC	136.00
TERMINIX	75858	A	ACCT #10125 OLD JAIL	50.00
TERMINIX	75859	A	ACCT #7136 COUNTY ANNEX	100.00
TERMINIX	75860	A	ACCT #6738 SOUTH ANNEX	85.00
TEXAS ASSOCIATION OF COUNTIES	75861	A	MEMBER 160 2ND QUARTER	8,047.00
TEXAS DEPARTMENT OF LICENSING & REG	75924	A	ELBI#11640 EQUIP DECAL#28428	20.00
THOMSON WEST	75925	A	INV#6140609992	233.00
THYSSENKRUPP ELEVATOR CORPORATION	75863	A	INV #3005791709	295.14
TIME WARNER CABLE	75864	A	ACCT #8260 16 106 0144415 COURTHOUS	1,399.00
VERTICAL BRIDGE S3 ASSETS, LLC	75956	A	INV #00187209	656.73
WW GRAINGER, INC	75926	A	INV#9824510300 LEC	77.36
DEPARTMENT TOTAL				56,969.54
0520-JUSTICE OF THE PEACE #4				
NORTHEAST TEXAS DATA CORP.	75852	A	REPORT #CAS017 JP 4	16.00
DEPARTMENT TOTAL				16.00
0525-CONSTABLE PCT #1				
A T & T MOBILITY	75957	A	ACCT #111067935663 CONSTABLE 1	73.70
DEPARTMENT TOTAL				73.70
FUND TOTAL				120,721.10

TIME:01:24 PM

PREPARER:0004

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0540-R&B PCT #1				
BLANCO COUNTY TAX ASSESSOR-COLLECT	75882	A	NEW TAGS FOR 10' TRAILER	5.00
BUSINESS CENTER PRINT & OS	75887	A	INV#143318 PCT 1	109.96
GVTC	75845	A	830-833-5331 PCT 1	41.22
OUTLAW LUMBER & HARDWARE, LLC	75906	A	INV#86322 PCT 1	53.89
OUTLAW LUMBER & HARDWARE, LLC	75907	A	INV#86439 PCT 1	59.39
OUTLAW LUMBER & HARDWARE, LLC	75908	A	INV#86479 PCT 1	7.75
OUTLAW LUMBER & HARDWARE, LLC	75909	A	INV#86514 PCT 1	9.88
OUTLAW LUMBER & HARDWARE, LLC	75910	A	INV#86592 PCT 1	6.99
OUTLAW LUMBER & HARDWARE, LLC	75911	A	INV#86663 PCT 1	37.49
UNIFIRST CORPORATION	75927	A	ACCT#512256 PCT 1	62.04
DEPARTMENT TOTAL				393.61
0550-R&B PCT #2				
ARMADILLO MATERIALS LLC	75945	A	INV#0010855 PCT 2	99.75
ODIORNE FEED/RANCH SUPPLY INC	75938	A	INV#170608 PCT 2	41.94
ODIORNE FEED/RANCH SUPPLY INC	75939	A	INV#170713 PCT 2	93.09
ODIORNE FEED/RANCH SUPPLY INC	75940	A	INV#171505 PCT 2	13.95
PETERSON TIRE	75944	A	INV#JC34838 PCT 2	43.95
THIRD COAST DISTRIBUTING, LLC	75951	A	INV#834397 PCT 2	71.96
THIRD COAST DISTRIBUTING, LLC	75952	A	INV#051775 PCT 2	32.99
THIRD COAST DISTRIBUTING, LLC	75953	A	INV#835944	6.99
UNIFIRST CORPORATION	75928	A	ACCT#512256 PCT 2	94.86
DEPARTMENT TOTAL				499.48
0560-R&B PCT #3				
BRAUNTEX MATERIALS, INC.	75934	A	INV#119634 PCT 3	4,030.32
ODIORNE FEED/RANCH SUPPLY INC	75941	A	INV#172449 PCT 3	32.99
ODIORNE FEED/RANCH SUPPLY INC	75942	A	INV#172455 PCT 3	5.60
POWERPLAN	75918	A	ACCT#8850341809 PCT 3	2,990.47
RMA TOLL PROCESSING	75946	A	MISCELLANEOUS	5.11
STROEHER & OLFERS INC	75950	A	INV#205580 PCT 3	1,304.80
UNIFIRST CORPORATION	75929	A	ACCT#512256 PCT 3	31.72
VULCAN CONSTRUCTION MATERIALS, LP	75954	A	INV#62253484 PCT 3	7,028.60
YOUNGBLOOD AUTOMOTIVE & TIRE, INC	75955	A	INV#60000310 PCT 3	995.86
DEPARTMENT TOTAL				16,425.47
0570-R&B PCT #4				
BENSON BODY & PAINT	75880	A	WINDSHIELD REPLACEMENT PCT 4	586.70
GVTC	75844	A	830-833-1077 PCT 4	40.53
OUTLAW LUMBER & HARDWARE, LLC	75912	A	INV#86422 PCT 4	5.99
OUTLAW LUMBER & HARDWARE, LLC	75943	A	INV#866101 PCT 4	133.24
PETERSON TIRE	75916	A	INV#BL42830 PCT 4	7.00
UNIFIRST CORPORATION	75930	A	ACCT#512256 PCT 4	127.27
DEPARTMENT TOTAL				900.73
FUND TOTAL				18,219.29

TIME:01:24 PM

PREPARER:0004

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-JAIL INMATE COMMISSARY EXPENSES				
SAN ANTONIO EXPRESS NEWS	75947	A	ACCT#570787487 LEC	96.95
DEPARTMENT TOTAL				96.95
FUND TOTAL				96.95

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-EXPENSES				
ADVANCED WINDOW TINT	75877	A	INV#22614 LEC	85.00
BLANCO COUNTY TAX ASSESSOR-COLLECT	75933	A	PLATES FOR TRANSPORT VAN	7.50
CREATIVE BUS SALES, INC	75893	A	INV#1542946 LEC	66,379.47
DEPARTMENT TOTAL				66,471.97
FUND TOTAL				66,471.97

TIME: 01:24 PM

PREPARER: 0004

DEPARTMENT

NAME-OF-VENDOR

INVOICE-NO

S

DESCRIPTION-OF-INVOICE

AMOUNT

GRAND TOTAL

205,509.31

PROCLAMATION

WHEREAS, preventing child abuse and neglect is a community problem that depends on involvement among people throughout the community; and

WHEREAS, child abuse and neglect not only directly harms children, but also increases the likelihood of long-term physical and mental health problems, alcohol and substance abuse, continued family violence and criminal behavior; and

WHEREAS, child maltreatment occurs when people find themselves in stressful situations, without community resources, and don't know how to cope; and

WHEREAS, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and

WHEREAS, child abuse and neglect can be reduced by making sure each family has the support they need in raising their children in a safe, nurturing environment; and

WHEREAS, effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community;

NOW, THEREFORE, I, Brett Bray, County Judge of Blanco County, Texas, do hereby proclaim the month of April 2021 to be Child Abuse Prevention Month in Blanco County, and call upon all Blanco County citizens, community agencies, faith groups, and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY JUDGE, THIS 23rd DAY OF MARCH, 2021.

draft

BRETT BRAY
BLANCO COUNTY JUDGE

ATTEST:

LAURA WALLA
BLANCO COUNTY CLERK



RESOLUTION 2021-0323A

**RESOLUTION OF BLANCO COUNTY COMMISSIONERS COURT OPPOSING
H.B. 2948**

WHEREAS, Blanco County's location and amenities have encouraged residential development in all parts of the County;

WHEREAS, under existing Texas law, the County has only limited authority to regulate platting and permits related to subdivisions, residential lots or developments; and

WHEREAS, the County has elected to exercise its authority by enacting and enforcing subdivision and development standards applicable to subdivisions of real property, construction and development; and

WHEREAS, some business practices involving conveyances of real property, specifically involving executory contracts, may be subject to abuse, leading to exploitation of consumers and creating pressure on the County to combat such exploitative or deceptive dealings;

WHEREAS, Blanco County has an interest in protecting its citizens and the financial and physical safety and health of its property owners by advocating for or against legislation consistent with these interests; and

NOW THEREFORE, BE IT RESOLVED BY THE BLANCO COUNTY COMMISSIONERS COURT THAT:

1. The Commissioners Court of Blanco County does not support the enactment of any legislation that purports to further reduce or curtail the authority of the county to regulate subdivisions of real property, including declarations of condominium regimes and their internal development.
2. The Commissioners Court of Blanco County opposes H.B. 2948, filed in the 87th Regular Session of the Texas Legislature, relating to the authority of a county to regulate condominiums.

RESOLVED this the 23rd day of March, 2021.

Brett Bray
Blanco County Judge

Emil Uecker
Commissioner, Precinct 2

Paul Granberg
Commissioner, Precinct 4

Tommy Weir
Commissioner, Precinct 1

Chris Liesmann
Commissioner, Precinct 3

ATTEST:

Laura Walla
Blanco County Clerk

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**INTERLOCAL COOPERATION AGREEMENT
FOR PRISONER HOUSING**

THIS AGREEMENT is made and enter into this ____ day of _____, _____, by and between COUNTY OF BLANCO, TEXAS; a political subdivision of the great State of Texas, herein after referred to as "BLANCO", and COUNTY OF LLANO, TEXAS, also a political subdivision of the great State of Texas, herein after referred to as" LLANO".

WHEREAS, BLANCO is a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related to services for the benefit of the citizens of BLANCO County; and,

WHEREAS, LLANO is a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related to services for the benefit of the citizens of LLANO County; and,

WHEREAS, BLANCO and LLANO desire to improve the efficiency and effectiveness of local governments by authorizing the intergovernmental contracting authority at the local level for all or part of the functions and services of police protection and detention services; and,

WHEREAS, BLANCO and LLANO mutually desire to be subject to the provisions of Texas Government Code Chapter 791, the Interlocal Cooperation Act.

NOW THEREFORE, BLANCO and LLANO, for the mutual consideration herein after stated, understand and agree as follows, to-wit:

I. Term of Agreement

The term of this Agreement is for twelve months from date of acceptance by BLANCO and shall be automatically renewed for successive one-year terms thereafter unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention not to renew this Agreement subject to the terms and conditions set out in section VII hereof.

II. BLANCO Duties

For the purposes and consideration herein stated and contemplated. BLANCO shall provide the following necessary and appropriate services for LLANO to the maximum extent authorized by this Agreement, without regard to race, religion, color, age, sex and national origin, to-wit:

Provide LLANO and its Sheriff's Office with access to and use of the BLANCO County Jail Facilities for the holding and incarceration of LLANO prisoners on a space available basis, including but not necessarily limited to, adequate personnel necessary to supervise such prisoners, clothing, food, routine medical services, and other appropriate necessities with respect to the number of prisoners that BLANCO is holding in its jail facilities for LLANO. BLANCO agrees to provide LLANO with access to and the use of these facilities and services so long as such facilities shall be available in consideration of the requirements of the Texas Jail Standards Commission, subject to the termination rights hereinafter set forth.

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Routine medical services include on-site sick call provided by on-sight staff and non-prescription, over the counter/non-legend and routine drugs and medical supplies. The per day rate does not cover medical/health care services provided outside BLANCO's facility or by other facility staff, prescription drugs and treatment, or surgical, optical, dental or mental health care, and does not include costs associated with any hospitalization of an inmate. When it becomes necessary for an inmate to be hospitalized, BLANCO shall contact LLANO, through the Sheriff or his designated representative, as soon as possible to inform LLANO of the fact that the inmate has been, or is to be, hospitalized and the nature of the illness or injury that has required hospitalization.

In the event that BLANCO Jail Facility shall be at maximum capacity, BLANCO reserves the right to require the removal or transfer of LLANO's prisoners within eight (8) hours after notice to LLANO, and BLANCO agrees to notify LLANO as soon as possible when a LLANO prisoner must be removed from the BLANCO facilities because of capacity limits.

In no event shall BLANCO be required to accept LLANO prisoners under the terms and conditions of this Agreement if such transfer of prisoners will cause BLANCO Jail facilities to be in violation of the Texas Jail Standards Commission. BLANCO, in its sole discretion, shall determine whether a LLANO prisoner shall be accepted for incarceration by BLANCO. Nothing contained herein shall be construed to compel BLANCO to accept any prisoner if it would place BLANCO in violation of any law or regulation or court order.

Nothing contained herein shall be construed to compel BLANCO County Sheriff, acting in his official capacity as administrator of the jail, to accept any prisoner for any reason. The BLANCO County Sheriff, in his sole discretion, shall have the right to refuse to accept or to require the removal of any prisoner from the BLANCO County Jail if her feels it is in the best interest of BLANCO.

III. LLANO Duties

LLANO agrees to bring with each prisoner delivered to the BLANCO County Jail all packets, jail cards, classification data and other information in the possession of LLANO regarding each prisoner, and has the duty to immediately advise BLANCO of any known dangerous propensities and medical issues, including but not limited to, special diet, medications, or exercise regimen applicable to each prisoner delivered to BLANCO.

LLANO shall be responsible for providing the personnel and equipment to administer to LLANO's prisoners during court proceedings and transport of prisoners to and from court proceedings.

LLANO shall be responsible for providing guard service if any of its prisoners are admitted to a hospital or other medical facility. If manpower is unavailable, BLANCO may provide this guard service at a rate of \$45.00 per hour per officer for which LLANO agrees to pay BLANCO.

LLANO shall be solely in charge or responsible for the computation or processing of inmate time of confinement, including, but not limited to, computation of good time, awards/credits and discharge dates. It shall be the responsibility of LLANO to notify BLANCO of the discharge date for an inmate at least twenty-four (24) hours before such date. BLANCO will release inmates only when such release is specifically requested in writing by LLANO's Sheriff. However, it is agreed that the preferred and usual course of dealing between parties shall be for LLANO to pick up and return inmates to LLANO before

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their discharge date, and for LLANO to discharge the inmate from its own facility. LLANO is responsible for all paperwork, arrangements and transportation for inmates to be transferred to TDCJ, Institutional Division.

IV. Operations and Safety

BLANCO shall be in charge of all control techniques, sequences, procedures, means, and the coordination of all work performed under the terms and conditions of this Agreement in regards to the holding and incarceration of all properly delivered prisoners, shall insure, dedicate and devote the full time and attention of those employees necessary for the proper executions and completion of the duties and obligations of BLANCO state in this Agreement, and give all attention necessary for such proper supervision and direction.

Pursuant to Texas Government Code Chapter 791, all BLANCO jailers and assistant jailers shall be commissioned peace officers .

BLANCO and LLANO hereby agree that BLANCO will not house any injured prisoner unless LLANO has furnished an acceptable medical release, signed by medical personnel, certifying that the prisoner may be incarcerated.

BLANCO and LLANO understand and agree that neither entity is an agent, employee, servant or representative of the other entity, that each entity is responsible for its own acts, deed, negligence and/or omissions and for those of its agents of employees, and that neither entity's respective agents, employees, servants or representatives shall represent themselves to be agents, employees, servants or representatives of the other entity.

LLANO agrees to indemnify and hold harmless BLANCO, its agents, officers and employees from any and all claims, costs, damages, judgements and other expenses, including reasonable attorney's fees, arising from injuries to persons or damage to property occurring in connection with the performance of their duties unless such injuries or damages are a result of the negligent or intentional wrongful acts of BLANCO's agents, officers or employees.

V. Written Communications

The address of BLANCO is:

Blanco County Commissioners Court
Blanco County Courthouse
PO Box 471
Johnson City, TX 78636

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The address of LLANO is:

LLANO County Commissioners Court
LLANO County Courthouse
801 Ford Street, Rm 101

Llano, TX 78643

VI. Compensation

For the services hereinabove stated, LLANO agrees to pay BLANCO, for the full performance of this Agreement, the sum of FORTY-FIVE AND NO/100 Dollars (\$45.00) for each day or any portion of a day that each LLANO prisoner is confined in BLANCO's facilities. The term "day" is defined as 12:00:00 am through 11:59:59 pm Central Standard Time.

LLANO further agrees to reimburse BLANCO for damages which are directly caused to BLANCO facilities or employees by the direct action of a LLANO prisoner. Blanco agrees to provide Llano with an itemized statement of the damage estimate and the name of the Llano prisoner responsible for the damages.

LLANO agrees to fully and promptly reimburse BLANCO for all medical expenses and all directly related transportation costs incurred by BLANCO and medically necessary to the health, safety and welfare of LLANO's prisoners. BLANCO has the right to arrange for the hospital or health care provider to bill LLANO directly for costs of the transportation, hospitalization and/or medical care, rather than BLANCO paying the costs and billing the same to LLANO.

BLANCO will submit an itemized invoice for services provided each month to LLANO. LLANO shall make payment to BLANCO within thirty (30) days after the receipt of the invoice. Payment shall be in the name of BLANCO County, Texas and shall be remitted to:

Blanco County Sheriff's Office
Attn: Lea Elsbury
400 US HWY 281 South
Johnson City, TX 78636

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10% or the maximum legal rate applicable thereto, which shall be a contractual obligation of LLANO under this Agreement. LLANO further agrees that BLANCO shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this Agreement.

VII. Termination

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This Agreement may be terminated at any time, by either party giving thirty (30) days written notice to the other party. In the event of such termination by either party, BLANCO shall be compensated for all services performed through the date of termination, together with reimbursable expenses then due and as authorized by this Agreement. In the event of such termination, should BLANCO be overcompensated for all services performed to termination date, and/or be overcompensated for reimbursable expenses as authorized by his Agreement, then LLANO shall be reimbursed for all such overcompensation. Acceptance of said reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

VIII. Entire Agreement

This Agreement represents the entire and integrated agreement between BLANCO and LLANO and supersedes all prior negotiations, representations, statements, agreements, and understandings relating to its subject matter, whether verbal or written. This Agreement may be amended only by written instrument signed by both BLANCO and LLANO.

IX. Jurisdiction

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.

X. Severability

In the event one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable by a court of competent jurisdiction, this Agreement shall be construed as if that portion were not included in the agreement and the agreement shall remain valid and binding.

XI. Assignability

Neither party may assign any rights or duties created by this Agreement without the other party's prior written approval. LLANO acknowledges that no BLANCO officer, agent, employee or representative has any authority to grant such assignment unless BLANCO County Commissioners Court expressly grants that authority. BLANCO acknowledges that no LLANO officer, agent, employee, or representative has any authority to grant such assignment unless LLANO County Commissioners Court expressly grants that authority.

XII. Legal Authority

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto,

and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are not in full force and effect.

Executed in multiple originals on the _____ day of _____, _____.

AGREED TO
BLANCO COUNTY, TEXAS

AGREED TO
LLANO COUNTY, TEXAS

By: _____
County Judge

By: _____
County Judge

Date: _____

Date: _____

By: _____
County Sheriff

By: _____
County Sheriff

Date: _____

Date: _____

Approved to this form:

Approved to this form:

By: _____
County Attorney

By: _____
County Attorney

Date: _____

Date: _____

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RESOLUTION

Whereas, The Commissioners Court of Blanco County finds it in the best interest of the citizens of Blanco County to seek grant funding from the Texas Division of Emergency Management for expenses incurred by Blanco County in responding to emergency conditions created by Severe Winter Weather which occurred in February, 2021; and

Whereas, Blanco County has been included in the federally Declared Disaster designated by the Federal Emergency Management Agency as DR-4586-TX; and

Whereas, The Commissioners Court of Blanco County agrees that in the event of loss or misuse of grant funds, the Commissioners Court of Blanco County assures that the funds will be returned to the Texas Division of Emergency Management and/or the Federal Emergency Management Agency, in full; and

Whereas, The Commissioners Court of Blanco County designates the County Judge for Blanco County as the grantees' authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of Blanco County.

Now Therefore, Be it Resolved that The Commissioners Court of Blanco County approves submission of the Texas Division of Emergency Management Grant Agreement Contract for funding of the expenses incurred by Blanco County associated with the Severe Winter Weather event which occurred in February, 2021.

Signed: _____
Brett G. Bray, County Judge

Passed and Approved this _____ day of March, 2021

GRANT TERMS AND CONDITIONS

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

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

- a. The term Recipient and pass-through entity have the same meaning as "Grantee," as used in governing statutes, regulations, and DHS/FEMA guidance.
 - b. A Recipient is also a "non-federal entity" for grants administration purposes.
 - c. A Subrecipient is also known as a "Subgrantee" as used in governing statutes regulations and DHS/ FEMA guidance.
 - d. A Subrecipient is also a "non-federal entity" for grants administration purposes.
 - e. The "Grant" referred to in this agreement is a subgrant to the Subrecipient passed thru from TDEM to the Subrecipient.
 - f. Certifying Official will be the Mayor, Judge, or Executive Director authorized to execute these grant terms and conditions, and to submit changes of Subrecipient Agents.
 - f. Projects and any subsequent versions for those projects accepted by the Subrecipient and subsequently obligated or deobligated by DHS/FEMA are considered subawards to this grant agreement.
- A. **Standard of Performance.** Subrecipient shall perform all activities as approved by TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
 2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
 3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
 4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
 5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
 6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
 7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
 8. Request for Information and Documentation referred to as "Exhibit H"
- B. **Failure to Perform.** In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this Grant, Subrecipient shall be liable to TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds

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

C. **Funding Obligations.** TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.

1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by TDEM under this Grant shall not exceed the total cumulative award amounts listed on the Subawards (projects and subsequent versions).
2. Subrecipient shall contribute the match funds listed on the subaward.

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

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

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

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications

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

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

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

and the program State Administrative Plan, available at:

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

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

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

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

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

G. **Restrictions and General Conditions.**

1. **Use of Funds.** DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition,

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

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

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- suspending those persons deemed irresponsible in their dealings with the Federal government.
8. Direct Deposit. A completed direct deposit form from Subrecipient shall be provided to TDEM, prior to receiving any payments under the provisions of this grant. The direct deposit form is currently available at grants.tdem.texas.gov under Resources/Public Assistance.
 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/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 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. 318-326 and Appendix II to Part 200 (A-C) and (E-J)
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.

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

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

Must negotiate profit as a separate element where required.

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

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

J. **Audit.**

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

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

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

K. Retention and Accessibility of Records.

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

L. Changes, Amendments, Suspension or Termination

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

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GRANT TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

The closeout of this Grant does not affect:

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

GRANT TERMS AND CONDITIONS

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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 Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 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.

GRANT TERMS AND CONDITIONS

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

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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-L.LL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
 1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
 2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
 4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
 5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

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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.

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

GRANT TERMS AND CONDITIONS

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EXHIBIT E

Environmental Review

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

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

GRANT TERMS AND CONDITIONS

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EXHIBIT F

Additional Grant Conditions

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

GRANT TERMS AND CONDITIONS

COPY

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

GRANT TERMS AND CONDITIONS

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EXHIBIT G

Match Certification

Additional Grant Certifications

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

Duplication of Program Statement

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

Match Certification

Federal Debt Disclosure

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

For Hazard Mitigation Projects Only:

Maintenance Agreement

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

Environmental Justice Statement

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

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

OR

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

COPY

Request for Information and Documentation Policy and Guideline

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

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

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

GRANT TERMS AND CONDITIONS

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

BGB Assurances – Non-Construction Programs, hereinafter referred to as “Exhibit A”

BGB Assurances – Construction Programs, hereinafter referred to as “Exhibit B”

BGB Certifications for Grant Agreements, hereinafter referred to as “Exhibit C”

BGB State of Texas Assurances, hereinafter referred to as “Exhibit D”

BGB Environmental Review Certification, hereinafter referred to as “Exhibit E”

BGB Additional Grant Conditions, hereinafter referred to as “Exhibit F”

BGB Additional Grant Certifications, hereinafter referred to as “Exhibit G”

BGB Request for Information and Documentation referred to as “Exhibit H”

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

Signature of Certifying Official

Brett G. Bray, Blanco County Judge

Printed Name and Title

03/18/2021

Date

BLANCO COUNTY
2021-2022 BUDGET CALENDAR
(Note: These dates are aspirational and subject to revisions)

Monday 5/03/21	Send budget request forms to elected officials, department heads, and any other organizations/agencies that receive funds from Blanco County.
Tuesday 6/02/21	ALL BUDGET REQUEST FORMS ARE DUE IN COUNTY JUDGE'S OFFICE.
Friday 7/09/21	Post agenda notice for budget meeting/hearing to be held on July 13, 2021.
Tuesday 7/13/21	Commissioners Court to begin 2021-2022 Budget Request Hearings immediately following the regular Commissioners Court meeting in the Blanco County Commissioners Courtroom. Elected officials, Judicial offices, Community organizations and other agencies that receive funds from Blanco County and other interested parties will be heard at this time.
Wednesday 7/14/21	Commissioners Court to resume 2021-2022 Budget Request Hearings (if <u>necessary</u>) at 9:00 A.M. in the Blanco County Commissioners Courtroom.
Friday 7/23/21	<u>CERTIFIED TAX ROLL RECEIVED BY COUNTY JUDGE.</u>
Friday 7-30-21	County Judge files budget proposal per Texas Local Government Codes 111.003 and 111.006
Friday 8/06/21	Post agenda notice for Commissioners Court meeting to vote to approve a <u>PROPOSED 2021-2022 BLANCO COUNTY BUDGET.</u>
Tuesday 8/10/21	Vote to approve a <u>PROPOSED 2021-2022 BLANCO COUNTY BUDGET.</u> File a copy of the 2021-2022 PROPOSED BUDGET with the County Clerk for a period of at least fifteen (15) days.
Weeks of 8/02/21 & 8/09/21	Run newspaper ad for two weeks advising of a Public Budget Hearing commencing at 9:00 A.M. on Tuesday, August 24, 2021.
Friday 8/20/21	Post meeting notice for a Public Budget Hearing to commence at 9:00 A.M. on Tuesday, August 24, 2021.
Tuesday 8/24/21	Public Budget Hearing to commence at 9:00 A.M. to hear comments from the public regarding the <u>PROPOSED 2021-2022 BLANCO COUNTY BUDGET.</u> All corrections/revisions to the proposed budget will be made at this time, if necessary. Vote to ACCEPT the 2021-2022 BLANCO COUNTY BUDGET.
Friday 9/10/21	Post agenda notice for adoption of the BLANCO COUNTY 2021-2022 BUDGET , set tax rate, set the exemptions and set early payment discounts.
Tuesday 9/14/21	Commissioners Court to ADOPT the 2021-2022 BLANCO COUNTY BUDGET , set 2021-2022 TAX RATE , set the exemptions and set early payment discounts if any.

**COUNTY JUDGES & COMMISSIONERS
ASSOCIATION OF TEXAS**

**COMMISSIONERS EDUCATION
CERTIFICATE OF COMPLETION**

This is to certify that

Tommy Weir
Blanco County Commissioner

*has successfully completed the continuing education
provisions of Article 81.0025 of the
Texas Local Government Code*

2020



Debbie Gonzales Ingalsbe, Chair
Commissioners Education Committee



Ben Zeller, President
County Judge and Commissioners
Association of Texas

COUNTY JUDGES & COMMISSIONERS
ASSOCIATION OF TEXAS

COMMISSIONERS EDUCATION
CERTIFICATE OF COMPLETION

This is to certify that

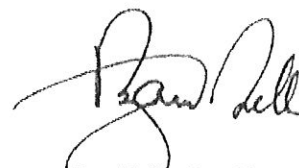
Emil Ray Uecker
Blanco County Commissioner

*has successfully completed the continuing education
provisions of Article 81.0025 of the
Texas Local Government Code*

2020



Debbie Gonzales Ingalsbe, Chair
Commissioners Education Committee



Ben Zeller, President
County Judge and Commissioners
Association of Texas

Certificate of Completion


The V.G. Young Institute of County Government
Awards This Certificate To

Chris Liesmann


For Successfully Completing 16.00 Hours of Educational Training


VG Young School for County Commissioners Courts

College Station, TX


Peter J. McGill, Ph.D., Director
V.G. Young Institute of County Government


V.G. YOUNG
Institute of
County
Government


Ben Zeller, President
County Judges & Commissioners Association of Texas


Jeff Hyde, Ph.D., Director
Texas A&M AgriLife Extension Service

February 02-04, 2021

**COUNTY JUDGES & COMMISSIONERS
ASSOCIATION OF TEXAS**

**COMMISSIONERS EDUCATION
CERTIFICATE OF COMPLETION**

This is to certify that

Paul A. Granberg
Blanco County Commissioner

*has successfully completed the continuing education
provisions of Article 81.0025 of the
Texas Local Government Code*

2020



Debbie Gonzales Ingalsbe, Chair
Commissioners Education Committee



Ben Zeller, President
County Judge and Commissioners
Association of Texas

HOLLAND SURVEYING

PROFESSIONAL SURVEYING AND MAPPING SERVICES

P.O. BOX 1647
MARBLE FALLS, TEXAS 78654
830-798-8850

LEGEND

- 1/2" IRON ROD FOUND
- ⊙ 3/8" IRON ROD SET
- E- OVERHEAD UTILITY
- ⊕ POWER POLE
- C- GUY WIRE
- ⊕ ELECTRIC UTILITY
- U.E. UTILITY EASEMENT
- B.S. BUILDING SETBACK
- [] RECORD INFORMATION



SCALE: 1" = 100'

SCALE: 1" = 100'

A REPLAT OF LOT NOS. 35 AND 36, THE VISTAS AT ROUND MOUNTAIN, BLANCO COUNTY, TEXAS

EXISTING

LOT 36
5.25 ACRES

LOT 35
5.25 ACRES

CURVETARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	147.31'	103.000°	S 80.28 28' W 127.20'	177.28'
C2	197.20'	130.000°	S 23.24 53' W 198.84'	250.00'
C3	138.00'	130.000°	S 33.57 08' W 138.00'	250.00'

PROPOSED

LOT 35-A
10.50 ACRES

CURVETARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	147.31'	103.000°	S 80.28 28' W 127.20'	177.28'
C2	197.20'	130.000°	S 23.24 53' W 198.84'	250.00'
C3	138.00'	130.000°	S 33.57 08' W 138.00'	250.00'

P.O.B.