



**CITY OF WHARTON
FINANCE COMMITTEE MEETING**

**Monday, January 27, 2020
5:00 PM**


CITY HALL

**NOTICE OF
CITY OF WHARTON
FINANCE COMMITTEE MEETING**

Notice is hereby given that a Finance Committee Meeting will be held on Monday, January 27, 2020 at 5:00 PM at the Wharton City Hall, 120 East Caney Street, Wharton, Texas, at which time the following subjects will be discussed to-wit:

SEE ATTACHED AGENDA

Dated this 23rd day of January 2020.


By: 
Andres Garza, Jr., City Manager

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Finance Committee Meeting is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board, at City Hall of said City or Town in Wharton, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on January 23, 2020, at 4:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

The Wharton City Hall is wheelchair accessible. Access to the building and special parking is available at the primary entrance. Persons with disabilities, who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's Office at (979) 532-4811 Ext. 225 or by FAX (979) 532-0181 at least two (2) days prior to the meeting date. BRAILLE IS NOT AVAILABLE.

Dated this 23rd day of January 2020.

CITY OF WHARTON

By: 
Paula Favors
City Secretary



A G E N D A
CITY OF WHARTON
Finance Committee Meeting
Monday, January 27, 2020
City Hall - 5:00 PM

Call to Order.

Roll Call.

Public Comments.

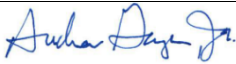
Review & Consider:

1. Minutes from the meeting held November 25, 2019.
2. Ordinance: An ordinance approving an amendment to the City of Wharton Budget October 1, 2018 – September 30, 2019.
3. Resolution: A resolution of the Wharton City Council awarding a contract for the Civic Center Carpeting and authorizing the City Manager of the City of Wharton to execute all documents relating to said contract.
4. Medical Director Services Agreement:
 - A. Resolution: A resolution of the Wharton City Council approving the termination of the current Medical Director Services Agreement with Memorial Hermann Medical Group and authorizing the Mayor of the City of Wharton to execute all documents relating to said termination.
 - B. Resolution: A resolution of the Wharton City Council approving an agreement for Medical Director Services between Dr. Jeff Gubbels and the City of Wharton and authorizing the Mayor of the City of Wharton to execute all documents related to said agreement.
5. State Award Letter for the City of Wharton Community Safe Room, Phase 1.

Adjournment.

City of Wharton
120 E. Caney Street
Wharton, TX 77488

FINANCE COMMITTEE

Meeting Date:	1/27/2020	Agenda Item:	Minutes from the meeting held November 25, 2019.
Attached are a copy of the draft minutes from the meeting held November 25, 2019.			
City Manager: Andres Garza, Jr.		Date: Thursday, January 23, 2020	
Approval: 			
Mayor: Tim Barker			

**MINUTES
OF
CITY OF WHARTON
FINANCE COMMITTEE MEETING
120 EAST CANEY STREET
WHARTON, TEXAS 77488
Monday, November 25, 2019 –5:30 p.m.**

City Manager Andres Garza, Jr. declared a meeting of the City Council Finance Committee duly open for the transaction of business at 5:34 p.m.

Committee Members present were: Councilmember Russell Machann and Mayor Tim Barker.

Committee Member absent was: Councilmember Alice Heard.

City Council Member present was: Councilmember Terry Freese.

Staff members present were: City Manager Andres Garza, Jr., Finance Director Joan Andel, Assistant to the City Manager Brandi Jimenez, City Secretary Paula Favors and Community Development Director Gwyn Teves.

Staff member absent was: None.

Visitors: Mr. Steve Van Manen of Harrison, Waldrop & Uherek, LLP.

Public Comments. There were no public comments.

The first item on the agenda was to review and consider the minutes from the meeting held November 12, 2019. Councilmember Russell Machann made a motion to approve the minutes as presented. Mayor Tim Barker seconded. All voted in favor.

The second item on the agenda was to review and consider Ordinance: An ordinance approving an amendment to the City of Wharton Budget October 1, 2019 – September 30, 2020. Finance Director Joan Andel stated to the Committee that due to the signing of the Colorado Bend II Industrial Agreement dated October 10, 2019, the City Staff was recommending the following budget adjustment for FY2020:

1. A one-time salary adjustment of \$500 per full-time employee with a hire date prior to November 25, 2019. Based on ninety-six (96) full time employees, this amount would equal \$48,000 payable on December 13, 2019.
2. A 2% salary increase for all employees payable January 8, 2020 totaling approximately \$75,000.

Total for both was approximately \$123,000.00. After some discussion, Councilmember Russell Machann made a motion to recommend to the City Council for consideration a one-time salary adjustment of \$500 per full-time employee with a hire date prior to November 25, 2019 and a 2% salary increase for all employees payable January 8, 2020 totaling approximately \$75,000. Mayor Tim Barker seconded the motion. All voted in favor.

Finance Director Joan Andel stated that at the Finance Committee meeting held on October 28, 2019, the Committee asked City Staff to research increasing the City Council member's expense reimbursement and meeting compensation. She stated that the current the rate is a \$100 monthly expense reimbursement per person and a \$20 per meeting compensation for attendance. She stated

that the Mayor receives an additional \$50 per month for performance of additional duties. She stated that the meeting compensation rate was set in the City Charter in 1994 and had to remain the same for two years. She stated that after that time, the rate could change with City Council public notice and approval. She presented the Committee with three options. They were as followed:

1. Monthly expense reimbursement to remain the same \$100, with meeting compensation to be paid at \$50 per meeting. Total for average 2 meetings per month would equal \$200.
2. Monthly expense reimbursement to change to \$175 per month, with meeting compensation to remain at \$20 per meeting. Total for average 2 meetings per month would equal \$215.
3. Monthly expense reimbursement to change to \$150 per month, with meeting compensation to change to \$25 per meeting. Total for average 2 meetings per month would equal \$200.

After some discussion, Mayor Tim Barker made a motion to recommend to the City Council to not approve the City Councilmembers expense reimbursement and meeting compensation. Councilmember Russell Machann seconded. All voted in favor.

The third item on the agenda was to review and consider City of Wharton Annual Financial Report for Fiscal Year October 1, 2017 to September 30, 2018 by Harrison, Waldrop & Uherek, L.L.P. Mr. Steve Van Manen of Harrison, Waldrop & Uherek, LLP, the City Auditors, presented to the Committee the City of Wharton Annual Financial Report for Fiscal Year October 1, 2017 to September 30, 2018. After some discussion, Mayor Barker made a motion to recommend to the City Council the approval of the City of Wharton Annual Financial Report for Fiscal Year October 1, 2017 to September 30, 2019. Councilmember Russell Machann seconded. All voted in favor.

The fourth item on the agenda was to review and consider Resolution: A resolution of the Wharton City Council setting the procedures for the regulation of public appearances and comments from the public at City Council meetings. City Secretary Paula Favors stated to the Committee that House Bill 2840 was enacted by the Texas Legislature during its last session and it related to the right of a member of the public to address the governing body of a political subdivision at an open meeting of the body. She stated that the bill states that a governmental body shall allow each member of the public who desires to address the body regarding an item on an agenda for an open meeting of the body to address the body regarding the item at the meeting before or during the body's consideration of the item. She stated that a governmental body may adopt reasonable rules regarding the public's right to address the body under this section, including rules that limit the total amount of time that a member of the public may address the body on a given item. She stated that the City had been in compliance with the current law, following procedures set out in the City of Wharton Resolution No. 1999-07, which allows each person three (3) minutes to address the City Council during the public comment section of the agenda. She stated that the City Staff felt that it was necessary to clarify the resolution allowing for the public to give comments during the Public Comment portion of the agenda and to remove the total time for comments which is set at 15 minutes. She also stated that the City Staff was requesting a change to the City of Wharton Resolution No. 1987-07, which sets the deadline for items to be submitted for the agenda. She stated that the City of Wharton Resolution No. 1987-07, set the deadline to receive items for the agenda to 5:00 p.m. on the Wednesday (or four working days) preceding the regularly scheduled City Council meeting. She said the City Staff was requesting that the time be changed to 12 noon. After some discussion Mayor Tim Barker made a motion to recommend to the City Council the approval to remove the total time from 15 minutes to 3 minutes per person and changing the deadline to receive items for the agenda from 5:00 p.m. to 12:00 p.m. on the Wednesday preceding the regularly scheduled meeting. Councilmember Russell Machann seconded the motion. All voted in favor.

The fifth item on the agenda was to review and consider Resolution: A resolution of the Wharton City Council extending the Customer-Developer Sewer Service Agreement with Eric Muegge and authorizing the Mayor of the City of Wharton to execute all documents related to said agreement and setting an effective date. Community Development Director Gwyn Teves stated that Mr. Eric Muegge submitted a letter to the City Staff for an eighteen month extension on the Customer Developer Sewer Service Agreement with the City of Wharton that was entered into in February 22, 2016. She stated that the agreement was for three years that had begun on May 3, 2016 after the substantial completion of the improvements by the City of Wharton. She stated that Mr. Muegge had advised that all seven parcels have been purchased for construction and one home had begun construction. She stated that the reimbursement under the agreement is 1/7 of the \$13,000.00 worth of improvements for each Certificate of Occupancy issued. She stated that Mr. Muegge had also expressed that construction on the parcels were delayed due to Hurricane Harvey in 2019. After some discussion, Mayor Tim Barker made a motion to recommend to the City to approve the extension. Councilmember Russell Machann seconded the motion. All voted in favor.

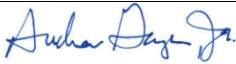
The sixth item on the agenda was adjournment. Mayor Tim Barker moved to adjourn. Councilmember Russell Machann seconded the motion. All voted in favor.

The meeting adjourned at 6:45 p.m.

Andres Garza, Jr., City Manager

City of Wharton
120 E. Caney Street
Wharton, TX 77488

FINANCE COMMITTEE

Meeting Date:	1/27/2020	Agenda Item:	Ordinance: An ordinance approving an amendment to the City of Wharton Budget October 1, 2018 – September 30, 2019.
<p>Finance Director Joan Andel will present the City of Wharton Budget Adjustments for fiscal year October 1, 2018 through September 30, 2019 during the meeting.</p>			
City Manager: Andres Garza, Jr.		Date: Thursday, January 23, 2020	
Approval: 			
Mayor: Tim Barker			

**CITY OF WHARTON, TEXAS
ORDINANCE NO. 2020-XX**

**AN ORDINANCE APPROVING AN AMENDMENT TO
THE CITY OF WHARTON, TEXAS, BUDGET FOR
THE 2018-2019 FISCAL YEAR.**

WHEREAS, The City Council of the City of Wharton, Texas finds and determines it necessary to revise the 2018-2019 budget to better reflect actual revenues and expenditures in operations and activities during the fiscal year; and,

WHEREAS, The City Council finds and determines that these adjustments to the budget are for municipal purposes.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Wharton, Texas that the 2018-2019 Budget be amended as per Attachment "A;" and is adopted by the following favorable majority of votes of the members of the City Council of the City of Wharton, Texas in a duly assembled city council meeting by the following majority:

- | | | | |
|------------------------------|-------|------------------------------|-------|
| Clifford Jackson | Voted | Steven Schneider | Voted |
| Councilmember District No. 1 | | Councilmember District No. 2 | |
| Terry Freese | Voted | Donald Mueller | Voted |
| Councilmember District No. 3 | | Councilmember District No.4 | |
| Russell Machann | Voted | Alice Heard- Roberts | Voted |
| Councilmember at Large No. 5 | | Councilmember at Large No. 6 | |
| Tim Barker | Voted | | |
| Mayor | | | |

Separability

If any court of competent jurisdiction rules that any section, subsection, sentence, clause, or portion of this ordinance is invalid or unconstitutional, any such portion shall be deemed to be a distinct and independent provision, and any such ruling shall not affect the validity of the remaining portions hereof.

Passage and Approval

PASSED AND APPROVED by the City Council of the City of Wharton, Texas, this 27th day of January 2020.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

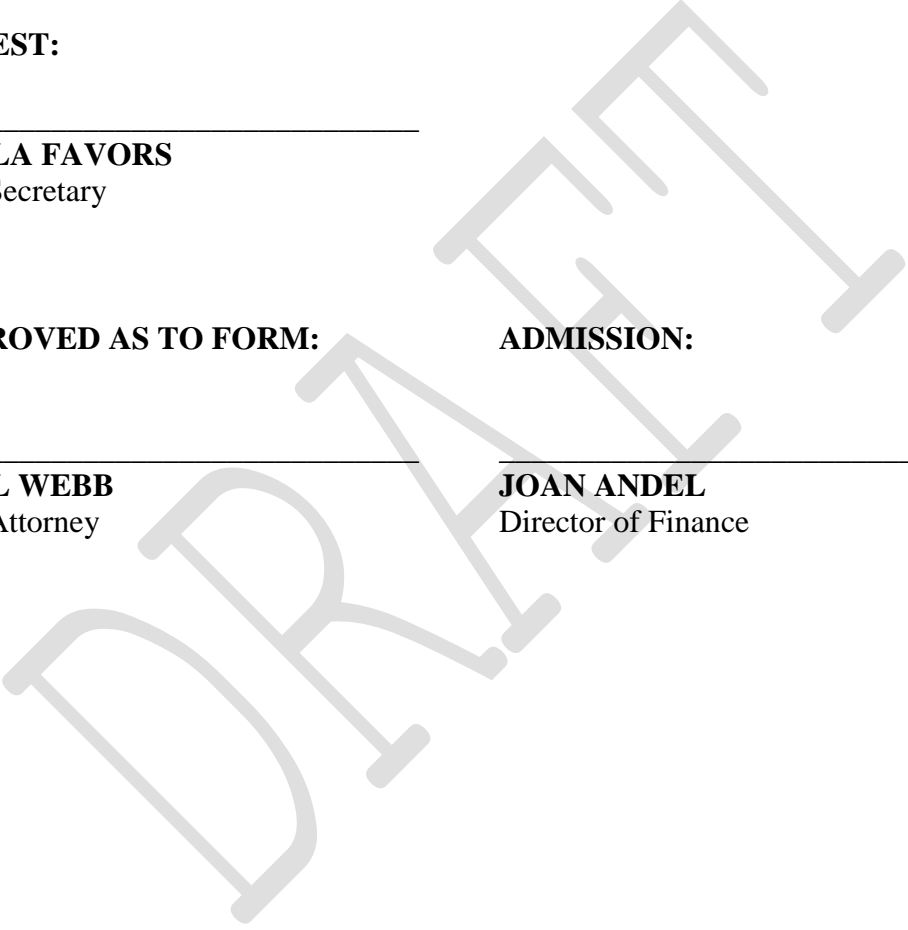
PAULA FAVORS
City Secretary

APPROVED AS TO FORM:

PAUL WEBB
City Attorney


ADMISSION:

JOAN ANDEL
Director of Finance



City of Wharton
120 E. Caney Street
Wharton, TX 77488

FINANCE COMMITTEE

Meeting Date:	1/27/2020	Agenda Item:	Resolution: A resolution of the Wharton City Council awarding a contract for the Civic Center Carpeting and authorizing the City Manager of the City of Wharton to execute all documents relating to said contract.
<p>The City Staff solicited quotes for the Civic Center Carpeting. A total of five quotes were received. They are as follows:</p> <ol style="list-style-type: none"> 1. Mohawk Carpeting \$79,583.30 2. Rosenberg Carpeting \$49,954.50 3. On the Square \$57,1800.00 4. J.J. Bubela's Floor \$62,449.13 5. Carpet One \$51,434.68 <p>Finance Director Joan Andel will be present to answer any questions.</p>			
City Manager: Andres Garza, Jr.		Date: Thursday, January 23, 2020	
Approval: 			
Mayor: Tim Barker			




City of Wharton

120 E. Caney Street ° Wharton, TX
77488

Phone (979) 532-2491° Fax (979) 532-
0181

MEMORANDUM

To: Mr. Andres Garza, Jr.
City Manager

From: Joan Andel 

Date: January 22, 2020

Re: Civic Center Carpeting

Please find attached quotes for Civic Center carpeting:

1. Carpeting – Pre-function, office area, main hall, O’Quinn hallway
 - A. Mohawk Carpeting \$79,583.30
 - B. Rosenberg Carpet \$49,954.50
 - C. On the Square \$57,180.00
 - D. J.J. Bubela’s Floor \$62,449.13
 - E. Carpet One \$51,434.68

My recommendation is to use Rosenberg Carpet. They are the low bid and this company replaced the flooring and painted the O’Quinn room at the Civic Center in December 2019 and the City staff has been very pleased with the job.

This item is included in the 2019 Certificates of Obligation Bonds. I would like to present this item at the Finance Committee meeting on January 27, 2020 and if approved take to the City Council immediately following.

Please contact me if you have questions.

Thank you.



Original Date: June 28, 2019

Makyla Monroe
Wharton Civic Center
1924 N. Fulton
Wharton, TX 77488

Turnkey Control # CGF02431

RE: FLOORING PROPOSAL FOR: CGF02431 Wharton Civic Center, Wharton, TX

Mohawk Carpet Distribution, Inc. Buy Board #561-18 Effective 6/1/2018 - 5/31/2019

We are pleased to provide the following quotation for the above referenced job.

MAIN BID							
Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM	Unit Price	Line Total	
BT413 Blended Twist 24" x 24" Modular Tile with EcoFlex ICT Backing (8.00 SY/CTN)	TBD - Standard Running Line Color		1,704.00	SY @	\$ 13.48	\$ 22,969.92	
BC309 In The Loop 12" Broadloom with Weldlok® Backing	TBD - Standard Running Line Color		27.00	SY @	\$ 11.17	\$ 301.59	
Tuff Stuff Walk Off Tile Collection (First Step II / Step In Style II / Step Up II) (6.22 SY/CTN)	TBD - Standard Running Line Color		24.88	SY @	\$ 54.45	\$ 1,354.72	
Enpress - Pressure Sensitive Releasable for EcoFlex ICT, NXT and AIR Carpet Tile and Plank (80%RH and 9pH) - (4 gal)			15.00	EA @	\$ 88.00	\$ 1,320.00	
NuBroadlok Premium Plus Adhesive (Broadloom - 4 gal)			1.00	EA @	\$ 35.00	\$ 35.00	
NuBroadlok Latex Seam Sealer (1 quart)			1.00	EA @	\$ 19.83	\$ 19.83	
Installation Carpet Tile			1,705.00	SY @	\$ 6.70	\$ 11,423.50	
Removal of Broadloom (direct glue down)			1,624.00	SY @	\$ 3.62	\$ 5,878.88	
Removal/Disposal Resilient Flooring			28.00	SF @	\$ 1.26	\$ 35.28	
Carpet Disposal			1,624.00	SY @	\$ 0.89	\$ 1,445.36	
Conventional Furniture Moving (Medium)			187.00	SY @	\$ 4.83	\$ 903.21	
Furnish / Install Transition, Standard, Black/Brown/Gold/Silver - ADA Compliant			48.00	LF @	\$ 3.78	\$ 181.44	
Floor Prep - Skim Coating to 1/8 Inch (Material and Labor)			14,644.00	SF @	\$ 1.52	\$ 22,258.88	
Removal of existing base			1,320.00	LF @	\$ 0.69	\$ 910.80	
Install Carpet on Risers (Wrap) and Steps (OPEN MARKET)			27.00	SY @	\$ 8.48	\$ 228.96	
Furnish / Install Base, 4.5 -Inch (OPEN MARKET)			1,320.00	LF @	\$ 4.02	\$ 5,306.40	
Remove 6" Metal Thresholds Joining Carpet & Wood Floor in Main Hall & Reinstall (OPEN MARKET)			132.00	LF @	\$ 5.17	\$ 682.44	
Move Two Vending Machines (OPEN MARKET)			2.00	EA @	\$ 136.60	\$ 273.20	
Freight			1.00	EA @	\$ 4,053.89	\$ 4,053.89	
					Subtotal	\$ 79,583.30	
					Estimated Sales Tax	\$ -	
					TOTAL	\$ 79,583.30	

OPTION #1 - Room A & Room B - Presently Carpet							
Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM	Unit Price	Line Total	
BT413 Blended Twist 24" x 24" Modular Tile with EcoFlex ICT Backing (8.00 SY/CTN)	TBD-Standard Running Line Color		160.00	SY @	\$ 13.48	\$ 2,156.80	
Enpress - Pressure Sensitive Releasable for EcoFlex ICT, NXT and AIR Carpet Tile and Plank (80%RH and 9pH) - (4 gal)			2.00	EA @	\$ 88.00	\$ 176.00	
Installation Carpet Tile			159.00	SY @	\$ 6.70	\$ 1,065.30	
Removal of Broadloom (direct glue down)			154.00	SY @	\$ 3.62	\$ 557.48	
Carpet Disposal			154.00	SY @	\$ 0.89	\$ 137.06	
Furnish / Install Base, Std. 6-Inch Vinyl/Rubber Blend, Black/Brown			210.00	LF @	\$ 3.72	\$ 781.20	
Floor Prep - Skim Coating to 1/8 Inch (Material and Labor)			1,431.00	SF @	\$ 1.52	\$ 2,175.12	
Removal of existing base			210.00	LF @	\$ 0.69	\$ 144.90	
Furnish / Install Base, 4.5 -Inch (OPEN MARKET)			210.00	LF @	\$ 4.02	\$ 844.20	
Freight			1.00	EA @	\$ 363.53	\$ 363.53	
					Subtotal	\$ 8,401.59	
					Estimated Sales Tax	\$ -	
					TOTAL	\$ 8,401.59	

Mohawk
160 S. Industrial Blvd | Calhoun, GA 30701
800-554-6637 | www.mohawkgroup.com



OPTION #2 - O Quinn Room - Presently Glue Down Wood Floor

Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM	Unit Price	Line Total
C0110 Molveno Woods LVT 7.75" x 59.75" Plank (19.294 SF/CTN)	TBD - Standard Running Line Color		2,006.58	SF @	\$ 3.45	\$ 6,922.70
M95.0 Acrylic Adhesive (4 gal)			3.00	EA @	\$ 116.85	\$ 350.55
Installation of Luxury Vinyl Tile (Planks or Squares)			1,955.00	SF @	\$ 1.90	\$ 3,714.50
Furnish / Install Transition, Standard, Black/Brown/Gold/Silver - ADA Compliant If LVT Installed			17.00	LF @	\$ 3.78	\$ 64.26
Floor Prep - Skim Coating to 1/8 Inch (Material and Labor)			1,862.00	SF @	\$ 1.52	\$ 2,830.24
Demo / Dispose Painted Wood Quarter Round Trim (OPEN MARKET)			180.00	LF @	\$ 1.36	\$ 244.80
Demo / Dispose Glue Down Wood Floor (OPEN MARKET)			1,862.00	SF @	\$ 5.46	\$ 10,166.52
Provide and Install Painted Wood Quarter Round Trim (OPEN MARKET)			180.00	LF @	\$ 4.09	\$ 736.20
Freight			1.00	EA @	\$ 369.04	\$ 369.04
Subtotal						\$ 25,398.81
<i>Estimated Sales Tax</i>						\$ -
TOTAL						\$ 25,398.81

OPTION #3 - Duncan Room & Entrance of Duncan Room - Presently 2 Layers of Laminate

Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM	Unit Price	Line Total
C0110 Molveno Woods LVT 7.75" x 59.75" Plank (19.294 SF/CTN)	TBD - Standard Running Line Color		1,948.70	SF @	\$ 3.45	\$ 6,723.02
M95.0 Acrylic Adhesive (4 gal)			3.00	EA @	\$ 116.85	\$ 350.55
Installation of Luxury Vinyl Tile (Planks or Squares)			1,935.00	SF @	\$ 1.90	\$ 3,676.50
Floor Prep - Skim Coating to 1/8 Inch (Material and Labor)			1,879.00	SF @	\$ 1.52	\$ 2,856.08
Removal of existing base			163.00	LF @	\$ 0.69	\$ 112.47
Demo / Dispose of 2 Layers of Vinyl Plank Floor (OPEN MARKET)			1,879.00	SF @	\$ 2.73	\$ 5,129.67
Disinfect Floor / Prior Water Issues (OPEN MARKET)			1.00	EA @	\$ 546.39	\$ 546.39
Furnish / Install Base, Std. 4.5 Inch (OPEN MARKET)			163.00	LF @	\$ 4.02	\$ 655.26
Freight			1.00	EA @	\$ 363.53	\$ 363.53
Subtotal						\$ 20,413.47
<i>Estimated Sales Tax</i>						\$ -
TOTAL						\$ 20,413.47

NOTES:

- Based on field measure by: Ward Furniture & Flooring
- Price includes all work as specifically stated in above description for the quantities stated. Any unforeseen circumstances may require additional labor and can be handled through the change order process.
- Flooring installation price includes standard Floor Prep, defined as slight sweeping & hairline crack filling. Any extra unforeseen floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or floating must be approved through a change order.
- MohawkOne will only be responsible for quantities if installation is provided by MohawkOne.
- Dumpster (minimum of 30 Cubic Yards to be provided by Wharton Civic Center.
- Labor prices are standard hours, 7a-5p Mon-Fri, unless noted otherwise.

EXCLUSIONS (unless specifically included in the above scope of work):

Attic Stock	Cleaning/Waxing of Resilient	Dumpster Cost	Night/Weekend Labor
Bonding Cost	Carpet Cleaning	Asbestos Abatement	Removal & Disposal
Extensive Floor Prep	No thresholds / Door Trimming	Stair Materials	Sales Tax
Protection of Floors	Preformed Corners	Furniture Moving	Mats
Resilient Flooring	Special Delivery/Equipment	Trip Charges	Phasing
Border Carpet	Union Labor/Prevailing Wages	Moisture Testing and Abatement	

TERMS OF PAYMENT: (Subject to Credit Approval)

* All Materials and Labor - Net 30 Days After Invoice (Material will bill when shipped, labor will bill as phased or upon completion of project).

Prices given are firm for (60) sixty days from proposal date.

Please indicate your acceptance of this proposal by returning your signed purchase order to my attention via fax or email. Should you have any questions, feel free to contact me by phone or e-mail. My contact information is provided below.

Lead Times: Please note that we are a made to order mill and we cannot commence production of any order until a signed purchase order, or a fully executed contract has been received. Lead times are determined by product ordered. Lead times do not start until after the purchase order or fully-executed contract is received.

Floor Preparation: Additional floor preparation may be required as a result of an unforeseen condition of the floor. Costs associated with this floor preparation will be negotiated on a job-to-job basis. Our products perform properly when installed on floors that are free of dirt, oil, paint and excessive moisture. Floors that have moisture readings greater than the manufacturer specified tolerance will not meet specification and will require further curing time or treatment prior to carpet installation. This quote does not include moisture remediation.

We recommend only wet scraping or mechanical removal of all non-water based adhesives.

Mohawk
160 S. Industrial Blvd | Calhoun, GA 30701
800-554-6637 | www.mohawkgroup.com

Estimate



ROSENBERG CARPET & FLOORING
 PO Box 731
 Rosenberg, TX 77471
 281-342-5193
 RosenbergCarpetCenter@gmail.com
 www.rosenbergcarpet.com

ADDRESS
 Makyla Monroe
 Wharton Civic Center
 1924 N. Fulten St.
 Wharton, TX

ESTIMATE #	DATE
WHARTON CIVIC CENTER	09/19/2019

SALES REP

Chris Frazier & Mike Lopez

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
09/19/2019	1000- Carpet Install	Carpet Tile Installed: Selection TBD	1,698	23.80	40,412.40
09/19/2019	1002- Carpet Take Up	Carpet Removal & Haul Away	1,698	2.45	4,160.10
09/19/2019	1000- Carpet Install	Rubber Cove Base: Selection TBD	1,348	1.50	2,022.00
09/19/2019	1000- Carpet Install	Carpet on Stage Installed: Selection TBD	120	28.00	3,360.00

TOTAL **\$49,954.50**

Accepted By

Accepted Date

**“On The Square”
Floor Coverings
(979)532-1040**

Date: 12-14-18

To

Wharton Civic Center
1924 Fulton
Wharton, Tx. 77488

Qty	Description	Unit Price	Line Total
	Next Floor Carpet tiles, carpet tiles adhesive, carpet tile labor, cove base, cove base adhesive, cove base tear out, cove base labor, floor prep., take up flooring, transition pcs., & freight		\$52,140.00
	Bid for 2 conference rooms		
	Next Floor Carpet tiles, carpet tiles adhesive, carpet tile labor, cove base, cove base adhesive, cove base tear out, cove base labor, floor prep., take up flooring, transition pcs., & freight		\$5040.00
		Subtotal	
		Sales Tax	
		Total	

Make all checks payable to
Thank you for your business!

J.J. Bubela's Floor Center, Inc.

979-532-2491 x 603
 Makyla Monroe

1207 West Loop
 El Campo, Texas 77437
 (979) 543-5500

CUSTOMER NAME Wharton Civic Center

JOB (IF DIFFERENT FROM CUSTOMER)

ADDRESS _____

AN ESTIMATE ONLY

CITY _____

AN ACTUAL BID

PHONE _____

DATE 5/16/19 TOTAL INSTALLED PRICE _____

YARDAGE	PRICE	SIZE	PATTERN	COLOR	
1715 sq ft	29.95		Bin #1 Carpet tile		51,374.13
1300 sq ft	2.75		Cove Base		3,575.00
				Tear up Moving Furniture	6500.00
					1000.00
					62,449.13
153 1/2 sq ft	29.95		Bin #2 Carpet tile		4592.23
212 sq ft	2.75		Cove Base		583.00
				Tear up	650.00
					5825.23
			Bin #1	Fuel chg	300.00
			Bin #2	Fuel chg	60.00

INSTALLATION LABOR ON WOOD

INSTALLATION LABOR ON CONCRETE

STAIRWAY

INSTALLATION LABOR GLUE DOWN CARPET

PREPARE FLOOR

TOTAL LABOR

TOTAL INSTALLED PRICE

BALANCE IN FULL, DUE UPON COMPLETION

THIS BID ACCEPTED BY:

CUSTOMER

Perry Donagan
 AUTHORIZED BY

DATE

5/16/19
 DATE

CONTRACT

LIFE TIME INSTALLATION

WORK TO BE PERFORMED AT

PROPOSAL SUBMITTED TO

WHARTON CIVIC CENTER	ADDRESS:
PHYS. ADDRESS: 1924 N. FULTON	CITY:
CITY, STATE, ZIP: WHARTON, TEXAS 77488	SALESPERSON: ALBERT
WORK PHONE: 979-532-2491	ORDER DATE: 12-18-2018
CELL PHONE:	



P.O. Box 1359 / 2371 E. Jackson St.
 El Campo, Tx 77437
 (979) 541-5600
 FAX (979) 543-8065

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
PHASE 1			
1623 SY	GET MOVING TILE 879 IRONWORKS CARPET TILES, ADHESIVE, TAKE UP, & INSTALLATION (FLOORS SEE DIAGRAM)	\$	50,459.68
103 SY	TOWN CENTER 2 30oz CARPET COLOR (T.B.D.), ADHESIVE, TAKE UP, & INSTALLATION (STAGE AREA)		
1680 LF	4" RUBBER COVE BASE COLOR (T.B.D.) & INSTALLATION		
15	10LB BAGE FLOAT & INSTALLATION (UNITS WILL CHANGE DUE TO SUBFLOOR CONDITIONS)	\$	975.00
PHASE 2			
166 SY	GET MOVING TILE 879 IRONWORKS CARPET TILES, ADHESIVE, TAKE UP, & INSTALLATION (FLOORS SEE DIAGRAM)	\$	5,213.77
240 LF	4" RUBBER COVE BASE COLOR (T.B.D.) & INSTALLATION		

COMMENTS: PRICE MAY CHANGE AFTER JANUARY 1, 2019 DUE TO THE TARIFF TAX.	TAX \$	4,673.50
	TOTAL \$	61,321.95
	DEPOSIT	
	BALANCE	

Item-3.

I / WE, THE BUYER/S, HAVE READ AND HEREBY ACCEPT THE TERMS / AGREEMENTS ON THE REVERSE SIDE OF THIS DOCUMENT.

OR SIGNATURE: _____

**CITY OF WHARTON
RESOLUTION NO. 2020-XX**

A RESOLUTION OF THE WHARTON CITY COUNCIL AWARDING A CONTRACT FOR THE CIVIC CENTER CARPETING AND AUTHORIZING THE CITY MANAGER OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATING TO SAID CONTRACT.

WHEREAS, Proposals were received for the Civic Center Carpeting; and,

WHEREAS, _____ was deemed the best lowest qualified bidder in the amount of \$ _____; and,

WHEREAS, The Wharton City Council wishes to award an agreement to _____ for the Civic Center Carpeting in the amount of \$ _____; and,

WHEREAS, The City of Wharton and _____ wish to be bound by the conditions as set forth in the agreement; and,

WHEREAS, The Wharton City Council wishes to authorize the City Manager of the City of Wharton to execute the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WHARTON, TEXAS as follows:

Section I. The Wharton City Council hereby authorizes the City Manager of the City of Wharton, Texas, to execute a contract for the Civic Center Carpeting; to _____ in the amount of \$ _____.

Section II. The City of Wharton and _____ are hereby bound by the conditions as set forth in the agreement.

Section III. That this resolution shall become effective immediately upon its passage.

Passed, Approved, and Adopted this 23rd day of January 2020.

CITY OF WHARTON, TEXAS

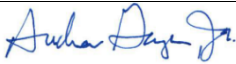
By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

City of Wharton
120 E. Caney Street
Wharton, TX 77488

FINANCE COMMITTEE

Meeting Date:	1/27/2020	Agenda Item:	<p>Medical Director Services Agreement:</p> <p>A. Resolution: A resolution of the Wharton City Council approving the termination of the current Medical Director Services Agreement with Memorial Hermann Medical Group and authorizing the Mayor of the City of Wharton to execute all documents relating to said termination.</p> <p>B. Resolution: A resolution of the Wharton City Council approving an agreement for Medical Director Services between Dr. Jeff Gubbels and the City of Wharton and authorizing the Mayor of the City of Wharton to execute all documents related to said agreement.</p>
<p>Attached you will find a letter to me from Dr. Jeff Gubbels informing me that he will no longer be employed by Memorial Hermann effective January 31, 2020. He stated that he would like to continue to serve as the Medical Director for the City of Wharton Emergency Medical Services. He would be required to get his own coverage for malpractice and medical director liability insurance. The cost for said coverage would be \$4,600.00 per year. The policy will have added benefits over his prior coverage with his former employer in that it will indemnify the City of Wharton to any vicarious liability of the contractor (Dr. Gubbels), such as actions arising from quality reviews and adverse employment actions that result from those.</p> <p>Also, attached is a copy of the draft agreement for Medical Director Services between the City of Wharton and Dr. Jeff Gubbels.</p> <p>EMS Director John Kowalik will be present to answer any questions.</p>			Date: Thursday, January 23, 2020
City Manager: Andres Garza, Jr.			
Approval: 			
Mayor: Tim Barker			

City of Wharton
EMERGENCY MEDICAL SERVICES
2010 N. Fulton
WHARTON, TEXAS 77488

Item-4.


INTERDEPARTMENTAL MEMO

DATE: JANUARY 22, 2020
TO: ANDRES GARZA
FROM: JOHN KOWALIK
RE: MEDICAL DIRECTOR AGGREEMENT

Mr. Garza,

Attached is a letter from Dr. Gubbels stating that he will no longer be with Memorial Hermann. As you know he is our Medical Director and is in good standing with us and the state. We would like to continue this relationship but will need a new contract with him. Attached is a copy of that contract also. May we place this on the Councils agenda for their review and consideration? If you have any questions please feel free to call.

Thank you,



John Kowalik, Director WEMS

Jeffery L. Gubbels MD, CPE, CMQ, FACOG

2002 Kelving Way Court | Wharton TX 77488 | Email: jgubb@sbcglobal.net | Cell: 979-533-2076

January 21, 2020

To: Andre Garza, City Manager

CC: John Kowalik, EMS Director

Dear Sirs,

I will be leaving Memorial Hermann, effective 1/31/2020, and would like to continue to serve as the Medical Director for City of Wharton Emergency Medical Services. I will need to get my own coverage for malpractice, and medical director liability insurance. The quote today was for \$4600 per year, which I would be glad to pay up front if this additional sum could be added to my monthly payment throughout the year. This policy will have an added benefit over my prior coverage with my former employer in that it will also indemnify the City of Wharton with respect to any vicarious liability of their contractor (me), such as actions arising from quality reviews and adverse employment actions that result from those.

Thank you,

Jeffery Gubbels, MD

MEDICAL DIRECTOR AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF WHARTON §

This Agreement, made and entered into by and between the City of Wharton, hereinafter referred to as "CITY" and ~~Memorial Hermann Medical Group ("MHMG") for the services of~~ Jeffery Gubbels, M.D. hereinafter referred to as "PHYSICIAN".

WITNESSETH:

WHEREAS, The CITY desires to retain the personal services of PHYSICIAN to serve as Medical Director for the City;

WHEREAS, The PHYSICIAN represents and affirms that he is:

1. Licensed to practice medicine in the State of Texas;
2. Familiar with the operation of EMS systems;
3. Experienced in pre-hospital emergency care of acutely ill or injured patients;
4. Actively involved in the emergency management of acutely ill and/or injured patients, in the training and/or continuing education of the EMS personnel under my supervision at their level of certification in the medical audit, review, and critique of the EMS personnel performance, and in the administrative processes affecting the delivery of emergency pre-hospital care;
5. Knowledgeable about local multi-casualty plans;
6. Familiar with dispatch and communications operations of pre-hospital emergency units; and
7. Knowledgeable about laws and regulations affecting local, regional, and state EMS operations.
8. Insured with liability insurance in an amount not less than \$100,000 single limit and \$500,000 aggregate.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to both parties herein named, it is agreed as follows:

I.

During the term of this Agreement, PHYSICIAN will serve as Medical Director for the CITY.

II.

The term of this Agreement shall commence ~~February~~ May 1, 2020~~17~~ at 12:00 a.m. and end on April 30, 2022~~19~~, unless the term of this Agreement is sooner terminated in accordance with the provisions hereof.

III.

The term of this Agreement may be terminated by either party giving the other party 30 days written notice of termination thereof. Any notice permitted or required to be given hereunder to ~~MHMG for~~ PHYSICIAN may be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to ~~2002 Kelving Way Court, Wharton, Tx. 77488909 Frostwood, Suite 1101 Houston, Texas 77024 ATTENTION: CEO.~~ Any notice permitted or requested to be given hereunder to CITY may be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to City of Wharton, 120 E. Caney, Wharton, Texas 77488. Any notice mailed by registered or certified United States Mail, return receipt requested, as herein above provided shall be deemed given upon deposit in the United States Mail.

IV.

CITY hereby agrees to pay PHYSICIAN the sum of \$~~2153,802162.13~~1,778.80 per month for services rendered on the first business day of each month in accordance with this agreement. This compensation is for the time PHYSICIAN actually devotes to the performance of this Agreement and shall not include sick leave, holidays, or any other fringe benefits, such duties shall include the following:

1. Approve the level of pre-hospital care which may be rendered locally by each of the EMS personnel under PHYSICIAN'S supervision;
2. Establish and monitor compliance with field performance guidelines for EMS personnel;
3. Establish and monitor compliance with training guidelines which meet or exceed Texas Department of Health EMS certification regulation;
4. Develop, implement, and revise protocols and/or standing delegation orders;
5. Direct an effective audit system and quality assurance program;
6. Make formal recommendations on medically related aspects of EMS operations;
7. Function as the primary liaison between the EMS administration and the local medical community;
8. Take or recommend appropriate remedial or corrective measures for EMS personnel;
9. Recommend suspension of a certified EMS individual from medical care duties for due cause;
10. Establish the circumstances under which a patient might not be transported or may be transported against his or her will;
11. Establish criteria for selections of a patient's destination; and
12. Develop and implement a comprehensive mechanism for management of patient care.

V.

In performing the personal services included in this Agreement, ~~PHYSICIAN-MHMG~~ shall be an independent contractor and not an employee of the CITY or any department of the CITY. The CITY shall not direct or supervise PHYSICIAN to the manner, means and method in which he performs his services but shall look to PHYSICIAN for results only. PHYSICIAN must maintain the above-referenced insurance coverage for the entire course of this contract.

VI.

It is understood that the CITY is contracting ~~PHYSICIAN~~MHMG and that all of the services to be performed under this Agreement shall be performed by PHYSICIAN and by no other person. ~~MHMG shall not make, in whole or in part, any assignment of this Agreement or of any duty or obligation of performance hereunder.~~PHYSICIAN shall not make, in whole or in part, any assignment of this agreement or of any duty or obligation of performance hereunder.

VII.

Prior to the execution of this Agreement, ~~the MHMG and~~ PHYSICIAN has~~ve~~ been advised by CITY ~~and MHMG~~ and PHYSICIAN clearly understand and agree that the CITY shall have available the total maximum sum of ~~\$2162.13531778.80~~ per month specifically allocated to discharge fully any and all liabilities that may be incurred by the CITY, including any and all costs for any and all things or purposes, ensuing under or out of this Agreement, irrespective of the nature thereof and notwithstanding any word, statement, or thing contained in or inferred from the provisions of this Agreement that might in any light by any person be interpreted to the contrary.

VIII.

In performing the services hereunder, ~~MHMG and~~ PHYSICIAN agrees to comply with all applicable federal, state, and local laws, regulations, rules, and ordinances now in effect or that may hereafter be promulgated.

IX.

Notwithstanding anything herein to the contrary, or that may be construed to the contrary, it is understood and agreed that if either party hereto refuses or fails to timely perform any one or more of the undertakings and obligations that are to be performed hereunder the other party shall have the right to terminate this Agreement upon 10 days written notice to the defaulting party. Within ten (10) days of the termination, the CITY must pay the monthly payment ~~to MHMG~~ for the days worked by PHYSICIAN.

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X.

This instrument contains the entire agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this

instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

EXECUTED this _____ day of _____, 2020+7.

CITY OF WHARTON

TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

Jeff Gubbels, M.D., MHMG CEO

Accepted: _____
Jeff Gubbels, M.D.

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF WHARTON §

This instrument was acknowledged before me on _____, 2020+7, by _____.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF WHARTON §

This instrument was acknowledged before me on _____, 2020+7, by Tim Barker, Mayor of the City of Wharton, Texas.

Notary Public, State of Texas

**CITY OF WHARTON
RESOLUTION NO. 2020 -XX**

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING THE TERMINATION OF THE CURRENT MEDICAL DIRECTOR SERVICES AGREEMENT BETWEEN MEMORIAL HERMANN MEDICAL GROUP AND THE CITY OF WHARTON AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO ALL DOCUMENTS RELATING TO SAID TERMINATION.

WHEREAS, The City of Wharton wishes to authorize the Mayor of the City of Wharton to terminate the agreement between Memorial Hermann Medical Group and the City of Wharton for Medical Director Services for the Emergency Medical Service (EMS) Department; and,

WHEREAS, The City of Wharton and Memorial Hermann Medical Group wishes to terminate said agreement; and,

WHEREAS, The Wharton City Council wishes this resolution to become effective immediately upon its passage.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WHARTON, TEXAS as follows:

Section I. That the Wharton City Council hereby authorizes the Mayor of the City of Wharton to terminate, on behalf of the City of Wharton, the Medical Director Services Agreement with Memorial Hermann Medical Group for the City of Wharton Emergency Medical Services (EMS) Program effective January 31, 2020.

Section II. That the City of Wharton and Memorial Hermann Medical Group Medical Director Services Agreement is hereby terminated.

Section III. That this resolution shall become effective immediately upon its passage.

Passed, Approved, and Adopted this 27th day of January 2020.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

**CITY OF WHARTON
RESOLUTION NO. 2020 -XX**

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING AN AGREEMENT FOR MEDICAL DIRECTOR SERVICES BETWEEN DR. JEFF GUBBELS AND THE CITY OF WHARTON AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID AGREEMENT.

WHEREAS, The City of Wharton wishes to authorize the Mayor of the City of Wharton to execute an agreement between Dr. Jeff Gubbels and the City of Wharton for Medical Director Services for the Emergency Medical Service (EMS) Department; and,

WHEREAS, The City of Wharton and Dr. Jeff Gubbels wishes to be bound by the conditions as set forth in the agreement; and,

WHEREAS, The Wharton City Council and Dr. Jeff Gubbels wishes the agreement to become effective on February 1, 2020; and,

WHEREAS, The Wharton City Council wishes this resolution to become effective immediately upon its passage.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WHARTON, TEXAS as follows:

Section I. That the Wharton City Council hereby authorizes the Mayor of the City of Wharton to execute, on behalf of the City of Wharton, the Medical Director Services Agreement with Dr. Jeff Gubbels for the City of Wharton Emergency Medical Services (EMS) Program.

Section II. That the City of Wharton and Dr. Jeff Gubbels are hereby bound by the conditions as set forth in the agreement which shall commence on February 1, 2020 and will expire on April 30, 2022.

Section III. That this resolution shall become effective immediately upon its passage.

Passed, Approved, and Adopted this 27th day of January 2020.

CITY OF WHARTON, TEXAS

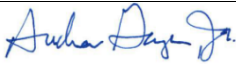
By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

City of Wharton
120 E. Caney Street
Wharton, TX 77488

FINANCE COMMITTEE

Meeting Date:	1/27/2020	Agenda Item:	State Award Letter for the City of Wharton Community Safe Room, Phase 1.
<p>Attached you will find the State Award Letter for the City of Wharton Community Safe Room, Phase 1 from Texas Department of Emergency Management. Prior to the City accepting such award, the City Staff is recommending a sub-recipient agreement with the Wharton Independent School District that would incorporate all requirements on Wharton Independent School District as Texas Department of Emergency Management is imposing on the City. The City Staff will discuss specific elements of the agreement with the Committee. The City Staff plans to present the Texas Department of Emergency Management and Wharton Independent School District Agreement to the City Council at the February 10, 2020 regular meeting for consideration.</p>			
City Manager: Andres Garza, Jr.		Date: Thursday, January 23, 2020	
Approval: 			
Mayor: Tim Barker			



January 17, 2020

The Honorable Tim Barker
Mayor
City of Wharton
120 East Caney Street
Wharton, Texas 77488
tbaker@cityofwharton.com

RE: Sub-Grant Award

Dear Mayor Barker:

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

Sub-Recipient Information:

DUNS Number: 070137716
TINS Number: 74-6002557
FIPS Number: 481-78136-00

Award Information:

Catalog of Federal Domestic Assistance: 97.039
FEMA Project Number: 4332-057
Project Title: City of Wharton Community Safe Room Phase I
Period of Performance (POP): November 26, 2019 to January 10, 2021

Version	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	11/26/2019	\$446,863.00	75%	\$335,147.25	25%	\$111,715.75

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

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

The City of Wharton proposed to design a stand-alone, dual-purpose new hurricane safe room that will provide life safety protection for the community, first responders, and residents. Phase I activities of this project will consist of architectural/engineering designs, archaeological survey, permitting, topographic survey that will lead to the construction of a dual-purpose community safe room.

The Sub-recipient shall deliver to the Federal Emergency Management Agency (FEMA) through the Recipient for review and comment the following:

1. Documented compliance with ICC 500 standard
2. Revised SOW and work schedule for Phase II construction
3. Revised Budget and Budget Narrative
4. Benefit Cost Analysis (BCA) .zip file with support documents
5. Complete set of signed and sealed plans, including a registered professional peer review of the plans, and occupancy verification
6. Structural design (including missile impact resistance), means of egress, access and accessibility, fire safety, ventilation, sanitation and backup power, to demonstrate compliance with ICC 500 standard for Phase II review
7. 100% designs, calculations, applicable permits
8. Documented agreement with Wharton County Emergency Management Systems (EMS) on the number and type of occupants required by the Emergency Operation and Maintenance Plan (ref Chapter A.4 of FEMA P-361)
9. Archeological survey results per SHPO's request, follow-up consultation sent to SHPO by sub-applicant, and SHPO's response to archeological survey/consultation
10. Documentation of saferoom designed at or above 500-year base flood elevation per FEMA Flood Insurance Study associated with FIRM panel 48481C0355F, dated 12/21/2017.

After acceptance of the Phase I deliverables, you may receive notification and funding to proceed with Phase II of the project.

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

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

The sub-recipient must ensure that:

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

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

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

Texas Division of Emergency Management
P.O. Box 15467
Austin, TX 78761

Tim Barker, Mayor

Date

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

If you have any questions please contact your Grant Coordinator, Charles Reagan, at (512) 940-6785 or Charles.Reagan@tdem.texas.gov.

Respectfully,



W. Nim Kidd, MPA, CEM®

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

ATTACHMENTS: Grant Terms and Conditions
EHP Phase I Considerations
Engineering Recommendation and Benefit Cost Summary
CATEX Memorandum

cc: Tina Herrington, Superintendent, Wharton ISD, therrington@whartonisd.net

GRANT TERMS AND CONDITIONS

Item-5.

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, **CITY OF WHARTON**, 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

GRANT TERMS AND CONDITIONS

Item-5.

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

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

GRANT TERMS AND CONDITIONS

Item-5.

- 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 debarment 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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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.

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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.

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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.

GRANT TERMS AND CONDITIONS

Item-5.

Exhibit C

Certifications for Grant Agreements

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

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
 1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
 2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
 4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
 5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

GRANT TERMS AND CONDITIONS

Item-5.

EXHIBIT D

State of Texas Assurances

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

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

GRANT TERMS AND CONDITIONS

Item-5.

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

Item-5.

EXHIBIT E

Environmental Review

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

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

EXHIBIT F

Additional Grant Conditions

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

GRANT TERMS AND CONDITIONS

Item-5.

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

Item-5.

EXHIBIT G

Match Certification

Additional Grant Certifications

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

Duplication of Program Statement

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

Match Certification

Federal Debt Disclosure

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

For Hazard Mitigation Projects Only:

Maintenance Agreement

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

Environmental Justice Statement

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

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

OR

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

Request for Information and Documentation Policy and Guideline

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

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

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

GRANT TERMS AND CONDITIONS

Item-5.

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

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

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

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

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

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

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

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

_____ 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

Date

Printed Name and Title



FEMA

U.S. Department of Homeland Security
Federal Emergency Management Agency
Region 6 Environmental and Historic Preservation
800 North Loop 288
Denton, TX 76209

Item-5.

EHP Phase I Considerations: Wharton ISD Community Safe Room HMGP-DR-4332-TX Project #57

Based upon the SOW provided, this project appears to be CATEX-able by FEMA. The applicant should complete the following during Phase I for EHP:

- Conduct archeological survey per SHPO's request dated July 25, 2018 and provide SHPO with the results/follow-up consultation. Provide copies of survey, follow-up consultation, and SHPO response to FEMA EHP.
- Ensure that the safe room is designed to be at or above the 500-year base flood elevations per FEMA Flood Insurance Study associated with FIRM panel 48481C0355F, dated 12/21/2017. Construction of a community safe rooms is considered a critical action.
- FEMA will consult with tribes as needed upon receipt of the Phase I deliverables.

ENGINEERING RECOMMENDATION AND BENEFIT COST SUMMARY
FEMA REGION VI - HMA MITIGATION

DR- 4332-TX-057

Wharton ISD Community Safe Room

SCOPE OF WORK

Activities will be completed in strict compliance with Federal, State and Local Rules and regulations.

Phase I of this project will include design and permits for a dual use Community Safe Room, including documented agreement with Wharton City and County EMS on the number and type of occupants required by the Emergency Operation & Maintenance Plan - estimated at 694 people. (ref Chapter A.4 of FEMA P-361). Based on FEMA P-361 standards, the gross area of the safe room should be 13,880 square feet and the area accounting for egress should be 16,329 square feet.

This is a review for Phase I approval. When completed, the applicant will need to provide 100% designs, calculations, and a complete set of signed and sealed plans, peer review, and applicable permits for Phase II review.

PROJECT COST

The applicant, responsible for submitting a reasonable budget, provided a detailed total estimated line item including all necessary mitigation activities with a total of for this project, along with a maintenance cost of \$20,000 per year. The cost of Phase I is \$446,863.

BENEFIT COST ANALYSIS

A Benefit Cost Analysis (BCA) was completed for the proposed project, utilizing FEMA's Benefit Cost Analysis software version 5.3 Damage Frequency Assessment Module. The following information was applied:

- A project useful life of 50-years was used based on FEMA's default value.
- Net mitigation project cost is \$3,701,371 per detailed cost estimate provided by the applicant, based on 694 people occupancy.
- \$20,000 annual maintenance.
- ATC Hazards and Location Category III wind speed of 145mph (ASCE 7-16)

RECOMMENDATION

After performing the Benefit Cost Analysis, benefits of \$164,228,881 were computed by the BCA software over the total project cost of \$3,977,386 (including maintenance cost) and a B/C ratio of 41.29 has resulted.

Since the BCA demonstrated that the project is cost effective with the specified scope of work, it is recommended for Phase I approval under the appropriate disaster.

This is a review for Phase I approval. When completed, the applicant will need to provide 100% designs, calculations, applicable permits, budget, timeline, a complete set of signed and sealed plans, including a registered professional peer review of the plans, occupancy, structural design (including missile impact resistance), means of egress, access, and accessibility, fire safety, and essential features such as ventilation, sanitation, and backup power, to demonstrate compliance with ICC 500 for Phase II FEMA review.

BENEFIT COST ANALYSIS DOCUMENTATION FOR DELIVERABLES:

The BCA for deliverables should be based on the the 100% designs, calculations, and a complete set of signed and sealed plans for Design, applicable permits, peer review, and all numbers should have support documentation, including the type and number of occupants included in the Emergency Operations and Maintenance Plan.

David A Ennis, PE, CFM

DAVID A
ENNIS

Digitally signed by
DAVID A ENNIS
Date: 2019.11.19
11:38:41 -06'00'

HM Architect / Engineering Specialist
Civil Engineer / BCA Analyst

November 19, 2019

Feasibility and Effectiveness

Technical Review Report

Item-5.

Sub application Number	DR-4332-TX-057
Project Title	Wharton ISD Community Safe Room
Project Types	Hurricane Safe Room for First Responders
Review Date	11-19-2019
Review By	David Ennis

1. Brief Description of Scope of Work:

Design and construct a dual-use community safe room to support first responders during a hurricane (estimated 694) near existing structures at Wharton ISD per FEMA P-361 and ICC-500 standards

2. List of data and attachments reviewed:

Application
 Locator maps
 FIRM
 Scope of Work
 BCA as submitted
 Architectural Conceptual Preliminary Plans
 Photos, topographical maps
 Estimated Emergency Operations and Maintenance requirement for a population of 694 occupants.
 A second BCA following phase 1 design and permits, prior to phase 2 approval.
 Budget for phase 1 and for phase 2

3. Is documentation provided that indicates the project will be designed and constructed to meet applicable codes and standards and/or accepted engineering practices? Yes No

If no, please provide a brief explanation.

4. Is the project appropriate based on the identified risk and past damages with a focus on how the project will reduce future anticipated damages or loss of life? Yes No

If no, please provide a brief explanation.

5. Does the scope of work in the sub application provide a clear objective and methodology with consideration of implementation phases and a reasonable project schedule? Yes No

If no, please provide a brief explanation.

6. Is the proposed mitigation appropriate and effective in achieving the desired level of protection? Yes No

If no, please provide a brief explanation.

7. Have potential risks from natural hazards other than the identified primary hazard been addressed? Yes No

If no, please provide a brief explanation.

8. a. Have all costs associated with the implementation of the proposed project been considered in the cost estimate?

Yes No

If no, please provide a brief explanation.

- b. Are the costs consistent with the scope of work?

Yes No

If no, please provide a brief explanation.

- c. Do the costs provided appear reasonable and is the cost estimate source credible?

Yes No

If no, please provide a brief explanation.

9. a. Does the project appear to be feasible and effective?

Yes No

If no, please provide a brief explanation.

- b. What additional information may be needed to determine whether the project is feasible and effective?

Engineering design and projected benefits due to reduced damages after mitigation.

Emergency Operations & Maintenance population estimate

(with supporting documentation from the first responders involved.)

100% design documents.

Peer Review by a Registered Design Professional as prescribed in ICC 500

Necessary permits.

Final project budget and schedule for phase 2.

Cost Effective final BCA with BCR of 1.0 or higher.

19 Nov 2019

Project: **Wharton ISD**

Pg 1 of 5

Total Benefits: **\$164,228,881**

Total Costs: **\$3,977,386**

BCR: **41.29**

Item-5.

Project Number:

Disaster #:

Program: **HMGP**

Agency: **Wharton ISD**

State: **Texas**

Point of Contact: Tina Herrington

Analyst: Katie Swanson

Project Summary:

Project Number:

Disaster #:

Program: **HMGP**

Agency: **Wharton ISD**

Analyst: **Katie Swanson**

Discount Rate: **0.070**

Point of Contact: **Tina Herrington**

Phone Number: **979-532-6228**

Address: **2100 N. Fulton St., Wharton, Texas, 77488**

Email: **therrington@whartonisd.net**

Comments:

Structure Summary For:

WISD, 2100 N. Fulton St., Wharton, Texas, 77488, Wharton

Structure Type: **Building**

Historic Building: **No**

Contact: **Tina Herrington**

Benefits: **\$164,228,881**

Costs: **\$3,977,386**

BCR: **41.29**

Mitigation	Hazard	BCR	Benefits	Costs
New Safe Room	Hurricane Safe Room	41.29	\$164,228,881	\$3,977,386

19 Nov 2019

Project: **Wharton ISD**

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Total Benefits: **\$164,228,881**

Total Costs: **\$3,977,386**

BCR: **41.29**

Item-5.

Project Number:

Disaster #:

Program: HMGP

Agency: **Wharton ISD**

State: **Texas**

Point of Contact: Tina Herrington

Analyst: Katie Swanson

Structure and Mitigation Details For: WISD, 2100 N. Fulton St., Wharton, Texas, 77488, Wharton

Benefits: \$164,228,881

Costs: \$3,977,386

BCR: 41.29

Hazard: **Hurricane Safe Room**

Mitigation Option: New Safe Room

Safe Room Information

Retrofit or Existing Structure: New Safe Room

Stand-Alone or a Portion of an Existing Structure: Stand-Alone Safe Room

Safe room maximum occupancy: 694

Gross area (square footage) of the safe room: 16329

Usable area (square footage) of the safe room: 13880

Wind speed the safe room designed to withstand: 160 MPH

Recurrence interval and wind speeds

Recurrence Interval	Wind Speed
10	76
25	92
50	103
100	114

Damages Before and After Mitigation

Structure Type	Percent of Population	Population
One- or Two-Family Residences	29.00%	201.26
Small Professional Building (unreinforced masonry)	71.00%	492.74

Damages Before Mitigation

Damages After Mitigation

19 Nov 2019

Project: **Wharton ISD**

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Total Benefits: **\$164,228,881**

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Recurrence Interval	Total
17	\$14,154,130
77	\$271,177,446
353	\$889,580,651
2181	\$1,889,596,134
18253	\$2,449,530,255
33493	\$2,670,060,900

Recurrence Interval	Total
17	\$0
77	\$0
353	\$0
2181	\$97,160
18253	\$67,588,660
33493	\$404,255,000

BCR Calculation Results

Expected Annual Damages Before Mitigation

Expected Annual Damages After Mitigation

Expected Avoided Damages After Mitigation (Benefits)

Annual:	\$11,917,185
Present Value:	\$164,466,047

Annual:	\$17,185
Present Value:	\$237,166

Annual:	\$11,900,000
Present Value:	\$164,228,881

Mitigation Benefits: \$164,228,881

Mitigation Costs: \$3,977,386

Benefits Minus Costs: \$160,251,495

Benefit-Cost Ratio: 41.29

Cost Estimate

Project Useful Life (years):	50	Construction Type:	
Mitigation Project Cost:	\$3,701,371	Detailed Scope of Work:	Yes
Annual Project Maintenance Cost:	\$20,000	Detailed Estimate for Entire Project:	Yes
Final Mitigation Project Cost:	\$3,977,386	Years of Maintenance:	50
Cost Basis Year:		Present Worth of Annual Maintenance Costs:	\$276,015
Construction Start Year:		Estimate Reflects Current Prices:	Yes
Construction End Year:		Project Escalation:	

19 Nov 2019

Project: **Wharton ISD**

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Total Benefits: **\$164,228,881**Total Costs: **\$3,977,386**BCR: **41.29**

Item-5.

Project Number:

Disaster #:

Program: HMGP

Agency: **Wharton ISD**State: **Texas**

Point of Contact: Tina Herrington

Analyst: Katie Swanson

Justification/Attachments

Field	Description	Attachments
Gross Area of the Safe Room	Please see the dome floor plan showing the gross square footage of the interior. The sketch is attached.	Wharton Safe Room Size Calculations.xlsx; Wharton_Sq.Footage_Justification.pdf
Mitigation Project Cost	A maximum dollar amount that includes all eligible costs is \$\$3,841,185.85. Cost overruns are not anticipated. Please see the attached budget for detail unit cost estimates.	WISD budget 14-Oct2019.xlsx; 4332-0057 City of Wharton Community Safe Room.msg; Budget Wharton_HMGP-4332-057_29Mar2019.xlsx
New Safe Room	Wharton ISD is proposing to construct a new concrete dome to serve as a safe room and gymnasium. Please see the attached floor plan of the proposed dome. The contracted A&E firm will be responsible for all aspects of construction.	WISD_2018-05_base file_xr-SD-Floor Plan (1).pdf
Occupancy	First responders and emergency personnel would occupy and reside in institutional and school buildings prior to safe room being built.	
Project useful life	Useful life of a thinshell concrete dome such as the one proposed is much greater than 50 year. Permanence of concrete and the low maintenance nature of a simple dome allow for uninterrupted availability of many lifetimes to come.	
Safe Room Maximum Occupancy	Please see the attached document for an in depth description and justification of the population to be protected by the proposed dual purpose community dome safe room.	WhartonISD_PopulationDescription_31July 2019.pdf; WhartonCountyOEM_SupportLetterPopulation Estimates_29March2019.pdf; CityOfWhartonEmployeeList_29March2019.pdf
Safe Room Wind Speed	The proposed dome safe room will offer "near absolute life safety protection" from hurricane events, meaning that the safe room will be protected from injury or death when the structure is building to the FEMA P361 Standards.	
Stand-Alone Safe Room	It is a stand-alone safe room. It will not be connected or attached to any other structure. The entire building will meet FEMA 361 criteria.	

19 Nov 2019

Project: **Wharton ISD**

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Total Benefits: **\$164,228,881**

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State: **Texas**

Point of Contact: Tina Herrington

Analyst: Katie Swanson

Structure Types	Please see the attached document that provides the predominant structure type for the individuals that will be utilizing the safe room.	Wharton_PopulationBuildingType_31July2019.pdf
Usable Area of the Safe Room	Please see the dome floor plan showing the open and usable square footage of the interior. The sketch is attached. The usable square footage is 15% reduced from the open space, for egress purposes.	



**Federal Emergency Management Agency
Region 6
Federal Regional Center
800 North Loop 288
Denton, TX 76209**

November 27, 2019

**MEMORANDUM FOR: HMGP FILES - FEMA-4332-DR-TX
Project #57 – City of Wharton Community Saferoom**

FROM: Brianne Schmidtke, Acting HMA Branch Chief


**SUBJECT: Phase I Project
City of Wharton, Wharton County, TX**

Through this Phase I project, City of Wharton is developing the data necessary to demonstrate that the proposed Hazard Mitigation Grant Program (HMGP) construction project is eligible for FEMA funding. This project involves data gathering and technical analysis only and does not include commitment of federal resources other than manpower and funding.

This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; CATEX A7. No extraordinary circumstances in accordance with DHS Instruction 023-01-001-01 have been identified regarding this action.

This Categorical Exclusion only covers the Phase I portion of this project. The applicant must re-submit the Phase II construction portion of the project to FEMA prior to the start of construction for evaluation under the National Environmental Policy Act and other relevant laws and executive orders.

Recommended:



(Project Officer Name)
Hazard Mitigation Grant Specialist

Date: November 27, 2019