

Texas Water Development Board



P.O. Box 13231, 1700 N. Congress Ave.
Austin, TX 78711-3231, www.twdb.state.tx.us
Phone (512) 463-7847, Fax (512) 475-2053

July 22, 2011

Gary McKamie
City Manager
City of Euless
201 N. Ector Drive
Euless, Texas 76039-3595

RE: FEMA Severe Repetitive Loss Project Grant Contract between the Texas Water Development Board (TWDB) and the City of Euless (Contractor), TWDB Contract No. 1100011294

Dear Mr. McKamie:

Enclosed are two originals of a Severe Repetitive Loss (SRL) Project Grant contract between the TWDB and the Contractor.

The total cost of the project is \$284,700.00 of which the Federal Emergency Management Agency (FEMA) Program will provide \$256,229.90. The Contractor will contribute \$28,470.10 in local contributions or ten percent (10%) of the total project costs.

Please obtain the proper signature for each copy of the contract and return to the attention of Contract Administration at the address shown above within 30 days from receipt of this letter. The TWDB will execute and sign the contracts upon their return and deliver one copy to you for your records.

In addition, a Payee Application Form, Vendor Direct Deposit Authorization Form, Payment Request Checklist, and Subcontracting Guidelines are enclosed for your information and use. In order to expedite payment, TWDB encourages all grant recipients to use Direct Deposit.

If you have any questions concerning the contract, please contact Kathy Hopkins, the TWDB's designated Contract Manager for this planning project at (512) 463-6198.

Sincerely,


Melanie Callahan
Interim Executive Administrator

Enclosures

c: Kathy Hopkins, TWDB

Our Mission	:	Board Members		
To provide leadership, planning, financial assistance, information, and education for the conservation and responsible development of water for Texas	:	Edward G. Vaughan, Chairman	Thomas Weir Labatt III, Member	Billy R. Bradford Jr., Member
	:	Joe M. Crutcher, Vice Chairman	Lewis H. McMahan, Member	Monte Cluck, Member
	:	Melanie Callahan, Interim Executive Administrator		

STATE OF TEXAS

TWDB Contract No. 1100011294

COUNTY OF TRAVIS

Severe Repetitive Loss
Project Grant
CITY OF EULESS

This Contract (hereinafter CONTRACT) is entered into by and between the TEXAS WATER DEVELOPMENT BOARD, the Grantee serving as the administrator of the Federal Emergency Management Administration's Severe Repetitive Loss Program, and the **City of Euless**, the Subgrantee.

**SECTION I. SPECIFIC CONDITIONS AND EXCEPTIONS
TO STANDARD AGREEMENT**

ARTICLE I. DEFINITIONS: For the purposes of this CONTRACT, the following terms or phrases shall have the meaning ascribed therewith:

- A. TWDB - The Texas Water Development Board, or its designated representative
- B. FEMA - Federal Emergency Management Agency
- C. SRL – Severe Repetitive Loss
- D. CONTRACTOR – City of Euless
- E. EXECUTIVE ADMINISTRATOR - The Executive Administrator for the TWDB or their designated representative
- F. PARTICIPANTS – N/A
- G. REQUIRED INTERLOCAL AGREEMENT(S) – N/A
- H. FEMA APPROVAL DATE – May 2, 2011
- I. TWDB APPROVAL DATE – March 17, 2011
- J. PROJECT AREA – The project area is more specifically defined in Exhibit B, the original grant application.
- K. DEADLINE FOR CONTRACT EXECUTION – September 9, 2011
- L. CONTRACT EFFECTIVE DATE – May 13, 2011
- M. PROJECT COMPLETION DATE – May 13, 2013

N. TOTAL PROJECT COSTS - \$284,700.00

O. FEDERAL SHARE OF THE TOTAL PROJECT COSTS - Not to exceed \$256,229.90 or 90% of eligible expenses

P. LOCAL SHARE OF THE TOTAL PROJECT COSTS – \$28,470.10 or 10% of eligible expenses

Q. PAYMENT REQUEST SUBMISSION SCHEDULE – Quarterly

R. OTHER SPECIAL CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT OF THIS CONTRACT –

In accordance to Article VII, TWDB will distribute two advances, each equal to forty-five (45) percent of the FEDERAL SHARE OF THE TOTAL PROJECT COSTS

IN WITNESS WHEREOF, the parties have caused this CONTRACT to be duly executed in duplicate originals.

TEXAS WATER DEVELOPMENT BOARD

CITY OF EULESS

Melanie Callahan
Interim Executive Administrator

Gary McKamie
City Manager

Date: _____

Date: _____

SECTION II. STANDARD AGREEMENT

ARTICLE I. RECITALS

WHEREAS, the CONTRACTOR applied through the TWDB for a FEMA project grant under the SRL program to mitigate specific flood problems as identified in Exhibit B, the original grant application which is incorporated herein and made a permanent part of this CONTRACT;

WHEREAS, the CONTRACTOR and PARTICIPANTS will commit cash and/or in-kind services to pay for the LOCAL SHARE OF THE TOTAL PROJECT COSTS;

WHEREAS, the CONTRACTOR is the entity who will receive grant funds and will be responsible for the execution of this CONTRACT and compliance with SRL requirements;

WHEREAS, on the FEMA APPROVAL DATE, FEMA approved the CONTRACTOR's application for financial assistance;

NOW, THEREFORE, the TWDB and the CONTRACTOR agree as follows:

ARTICLE II. AGREEMENTS

1. The United States of America, through the Director of FEMA, has agreed to fund to the CONTRACTOR, through the TWDB, the FEDERAL SHARE OF THE TOTAL PROJECT COSTS. By acceptance of the funds awarded, the CONTRACTOR agrees to abide by the terms and conditions of this CONTRACT as set forth in this document and the documents identified therein and made a part hereof by reference, including the Federal laws and rules listed in Exhibit A.
2. Services and activities provided under this CONTRACT shall be in accordance with requirements of the Texas Government Code, Chapter 742, which provides for state coordination of local applications for Federal funds.

ARTICLE III. PERIOD OF PERFORMANCE

The period of performance of this CONTRACT shall be from the CONTRACT EFFECTIVE DATE to the PROJECT COMPLETION DATE, unless otherwise amended.

ARTICLE IV. FEDERAL LAWS AND RULES THAT APPLY

FEMA requires all grant recipients to comply with Federal laws and rules. These Federal laws and rules are listed in Exhibit A, which is incorporated herein and made a permanent part of this CONTRACT. CONTRACTOR will comply with all Federal laws and rules listed in Exhibit A. Copies of those Federal laws and rules are available upon request.

ARTICLE V. GENERAL TERMS AND CONDITIONS

The specific terms and conditions of this CONTRACT are as follows:

1. The TWDB shall reimburse the CONTRACTOR for costs determined by FEMA to be allowable, allocable, and reasonable in accordance with OMB Circular A-87; Cost Principles for State and Local Governments.
2. The CONTRACTOR shall follow matching or cost sharing requirements found in 44 CFR Part 13.24, of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. The project will be administered by the CONTRACTOR as per the Hazard Mitigation Assistance (HMA) Unified Guidance in effect when the application (EXHIBIT B) was submitted to FEMA which is available at www.fema.gov.
4. The CONTRACTOR shall transfer to the TWDB, for return to FEMA, the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other accounts arising from the performance of this CONTRACT, along with accrued interest, if any. The CONTRACTOR shall take necessary action to effect prompt collection of all monies due or which may become due and to cooperate with the TWDB and FEMA in any claim or suit in connection with the amounts due.
5. Prior to the start of any construction activity, the CONTRACTOR shall ensure that all applicable Federal, State, and local permits and clearances are obtained.
6. Copyright. The CONTRACTOR is free to copyright any original work developed in the course of or under this CONTRACT. The TWDB and FEMA reserve a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes. Any publication resulting from work performed under this CONTRACT shall include an acknowledgement of FEMA financial support and a statement that the publication does not necessarily reflect the views of FEMA or the TWDB.
7. No subsequent grants/cooperative agreements, monetary increase amendments or time extension amendments will be approved unless all overdue financial or performance reports have been submitted by the CONTRACTOR to the TWDB. Exceptions to this policy can be approved only by FEMA.
8. The CONTRACTOR agrees by accepting funds under this CONTRACT to comply with all provisions of 44 CFR 13.32, Equipment. FEMA Form 20-18, Government Property form, is to be used to report Government Property. Instructions on which property items are to be reported should be provided in writing by FEMA.

9. No Debt Against the State. This CONTRACT does not create any debt by or on behalf of the State of Texas and the TWDB. The TWDB's obligations under this CONTRACT are contingent upon the availability of appropriated funds and the continued legal authority of the TWDB to enter into this CONTRACT.
10. Independent Contractor and Insurance. For the purposes of this CONTRACT, the CONTRACTOR will be considered an independent contractor and, therefore, solely responsible for liability resulting from negligent acts or omissions and shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. The CONTRACTOR shall obtain all necessary insurance, in the judgment of the CONTRACTOR, to protect itself, from liability arising out of this CONTRACT.
11. Procurement Laws. The CONTRACTOR shall comply with applicable State of Texas procurement laws, rules and policies, including but not limited to competitive bidding and the Professional Services Procurement Act, Government Code, Chapter 2254, relating to contracting with persons whose services are within the scope of practice of: accountants, architects, landscape architects, land surveyors, medical doctors, optometrists, professional engineers, real estate appraisers, professional nurses, and certified public accountants.
12. Right to Audit. The CONTRACTOR and its Subcontractors shall maintain all financial accounting documents and records, including copies of all invoices and receipts for expenditures, relating to the work under this CONTRACT. CONTRACTOR shall make such documents and records available for examination and audit by the Executive Administrator or any other authorized entity of the State of Texas. CONTRACTOR's financial accounting documents and records shall be kept and maintained in accordance with generally accepted accounting principles for a minimum of three years following the completion of the contract. By executing this CONTRACT, the CONTRACTOR accepts the authority of the Texas State Auditor's Office to conduct audits and investigations in connection with all state funds received pursuant to this CONTRACT. The CONTRACTOR shall comply with directives from the Texas State Auditor and shall cooperate in any such investigation or audit. The CONTRACTOR agrees to provide the Texas State Auditor with access to any information the Texas State Auditor considers relevant to the investigation or audit. The CONTRACTOR also agrees to include a provision in any Subcontract related to this CONTRACT that requires the Subcontractor to submit to audits and investigation by the State Auditor's Office in connection with all state funds received pursuant to the Subcontract.
13. Force Majeure. Unless otherwise provided, neither CONTRACTOR nor the TWDB nor any agency of the State of Texas, shall be liable to the other for any delay in, or failure of performance, of a requirement contained in this CONTRACT caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance

until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, strike, fires, explosions, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing with proof of receipt within five (5) business days of the existence of such force majeure or otherwise waive this right as a defense.

14. Severance Provision - Should any one or more provisions of this CONTRACT be held to be null, void, voidable, or, for any reason whatsoever, of no force and effect, such provision(s) shall be construed as severable from the remainder of this CONTRACT and shall not affect the validity of all other provisions of this CONTRACT which shall remain in full force and effect.
15. Registration Requirement. Pursuant to the FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006, Pub. L. 109-282, the CONTRACTOR will be required to obtain a Data Universal Numbering System (DUNS) Number and register with Central Contractor Registration (CCR), and maintain current registration at all times during which this Agreement is in effect.

ARTICLE VI. STANDARDS OF PERFORMANCE.

1. Personnel. CONTRACTOR shall assign only qualified personnel to perform the services required under this CONTRACT. CONTRACTOR shall be responsible for ensuring that any Subcontractor utilized shall also assign only qualified personnel. Qualified personnel are persons who are properly licensed to perform the work and who have sufficient knowledge, skills and ability to perform the tasks and services required herein according to the standards of performance and care for their trade or profession.
2. Professional Standards. CONTRACTOR shall provide the services and deliverables in accordance with applicable professional standards. CONTRACTOR represents and warrants that he is authorized to acquire Subcontractors with the requisite qualifications, experience, personnel and other resources to perform in the manner required by this CONTRACT.
3. Antitrust. CONTRACTOR represents and warrants that neither CONTRACTOR nor any firm, corporation, partnership, or institution represented by CONTRACTOR, or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under the Texas Business & Commerce Code, Chapter 15, of the Federal antitrust laws; or (2) communicated directly or indirectly the proposal resulting in this CONTRACT to any competitor or other person engaged in such line of business during the procurement process for this CONTRACT.

4. Conflict of Interest. CONTRACTOR represents and warrants that CONTRACTOR has no actual or potential conflicts of interest in providing the deliverables required by this CONTRACT to the State of Texas and the TWDB. CONTRACTOR represents that the provision of services under this CONTRACT will not create an appearance of impropriety. CONTRACTOR also represents and warrants that, during the term of this CONTRACT, CONTRACTOR will immediately notify the TWDB, in writing, of any potential conflict of interest that could adversely affect the TWDB by creating the appearance of a conflict of interest.
5. CONTRACTOR represents and warrants that neither CONTRACTOR nor any person or entity that will participate financially in this CONTRACT has received compensation from the TWDB or any agency of the State of Texas for participation in the preparation of specifications for this CONTRACT. CONTRACTOR represents and warrants that he has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant in connection with this CONTRACT.
6. Proprietary and Confidential Information. CONTRACTOR warrants and represents that any information that is proprietary or confidential, and is received by CONTRACTOR from the TWDB or any governmental entity, shall not be disclosed to third parties without the written consent of the TWDB or applicable governmental entity, whose consent shall not be unreasonably withheld.
7. Public Information Act. CONTRACTOR acknowledges and agrees that all documents, in any media, generated in the performance of work conducted under this CONTRACT are subject to public disclosure under the Public Information Act, Government Code, Chapter 552. CONTRACTOR shall produce all documents upon request of the TWDB within two (2) business days when the documents are required to comply with a request for information under the Public Information Act.
8. Accurate and Timely Record Keeping. CONTRACTOR warrants and represents that he will keep timely, accurate and honest books and records relating to the work performed and the payments received under this CONTRACT according to generally accepted accounting standards. Further, CONTRACTOR agrees that he will create such books and records at or about the time the transaction reflected in the books and records occurs.
9. Dispute Resolution. The CONTRACTOR and the TWDB agree to make a good faith effort to resolve any dispute relating to the work required under this CONTRACT through negotiation and mediation as provided by Government Code, Chapter 2260 relating to resolution of certain contract claims against the state. The CONTRACTOR and the TWDB further agree that they shall attempt to use any method of alternative dispute resolution mutually agreed upon to resolve any dispute arising under this CONTRACT if this CONTRACT is not subject to Chapter 2260.

10. Contract Administration. The TWDB shall designate a contract manager for this CONTRACT. The contract manager will serve as the point of contact between the TWDB and CONTRACTOR. The TWDB's contract manager shall supervise the TWDB's review of CONTRACTOR's technical work, deliverables, draft reports, the final report, payment requests, schedules, financial and budget administration, and similar matters. The contract manager does not have any express or implied authority to vary the terms of the CONTRACT, amend the CONTRACT in any way or waive strict performance of the terms or conditions of the CONTRACT.

ARTICLE VII. DISTRIBUTING GRANT FUNDS

1. The TWDB agrees to compensate and reimburse the CONTRACTOR in a total amount not to exceed the FEDERAL SHARE OF THE TOTAL PROJECT COSTS for costs incurred and paid by the CONTRACTOR pursuant to performance of this CONTRACT. The CONTRACTOR will contribute local matching funds in sources and amounts defined as the LOCAL SHARE OF THE TOTAL PROJECT COSTS. The TWDB shall reimburse the CONTRACTOR for one hundred percent (100%) of FEDERAL SHARE OF THE TOTAL PROJECT COSTS's of each invoice up to ninety percent (90%) of the total FEMA share pending the CONTRACTOR's performance and TWDB's review and approval of project completion according to the specific close-out requirements for SRL, at which time the TWDB shall pay the remaining ten percent (10%) to the CONTRACTOR.

Notwithstanding the above referenced paragraph, the TWDB may provide advance funds to the CONTRACTOR in order to minimize the time elapsing between the transfer of funds and their disbursement by the CONTRACTOR. Such advance shall be in compliance with FEMA regulations, including but not limited to 44 CFR §13.21(c). The CONTRACTOR understands and agrees that it has no right to such advances, but that TWDB, in its sole discretion, may from time to time agree to advance payments.

2. Requests for advance or reimbursement of subcontractor expenses will only be considered where such subcontracts or agreements have been approved by the EXECUTIVE ADMINISTRATOR as described herein. The EXECUTIVE ADMINISTRATOR must provide written review and approval of contracts or agreements between the CONTRACTOR and subcontractor(s) and between such subcontractors and any other subcontractors prior to CONTRACTOR finalizing such subcontracts or agreements. The purpose of this review is solely to ensure that the subcontracts and agreements are consistent with this CONTRACT and that the rights of the TWDB are protected. CONTRACTOR understands that CONTRACTOR should obtain its own legal review of subcontracts and agreements that CONTRACTOR enters into. CONTRACTOR agrees that the TWDB assumes no legal obligations under its subcontracts or agreements and is merely a third-party beneficiary of the same. Each subcontract or agreement shall include a detailed budget estimate with specific cost details for each task or specific item of work to be performed by the subcontractor and for

each category of reimbursable expenses. The subcontracts shall conform to the terms of the CONTRACT and include provisions which require subcontractor compliance with TWDB rules. The CONTRACTOR must adhere to all requirements in state law and TWDB rules pertaining to the procurement of professional services. Subcontracts for surveying activities will not be required.

3. The CONTRACTOR shall submit advance or payment requests and the required documentation for reimbursement according to the PAYMENT REQUEST SUBMISSION SCHEDULE and in accordance with the approved task and expense budgets contained in Exhibit C to this CONTRACT.
4. The CONTRACTOR has budget flexibility within task and expense budget categories to the extent that the resulting change in amount in any one task or expense category does not exceed 10% of the total authorized amount by this CONTRACT. Larger deviations shall require approval by EXECUTIVE ADMINISTRATOR or designee and FEMA (as per 44 CFR Part 13.30 of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) which will be documented through an Approved Budget Memorandum to the TWDB contract file. The CONTRACTOR will be required to provide written explanation for the overage and reallocation of the task and expense amount.
5. Once the CONTRACTOR chooses the advance method for distribution of grant funds and submits a Request for Advance Checklist to the EXECUTIVE ADMINISTRATOR, TWDB will advance to the CONTRACTOR the amount shown in Section I, Item R, but not to exceed forty-five percent of the FEDERAL SHARE OF THE TOTAL PROJECT COSTS.
6. When CONTRACTOR has incurred expenses sufficient to reconcile the advance received, the CONTRACTOR will submit a Request for Advance Checklist to the EXECUTIVE ADMINISTRATOR for another advance of the FEDERAL SHARE OF THE TOTAL PROJECT COSTS. The CONTRACTOR will attach to the Request for Advance Checklist, the most recent written performance report described in Article IX, Item 1 of this Section and the documentation listed in Item 7 below. Any expenses incurred by the CONTRACTOR above the amount of the previous advance will be reimbursed to the CONTRACTOR based on the percentage of the FEDERAL SHARE OF THE TOTAL PROJECT COSTS of this CONTRACT.
7. For reimbursement, the CONTRACTOR will submit a Payment Request Checklist and the documentation listed below, according to the PAYMENT REQUEST SUBMISSION SCHEDULE. The Payment Request package will include the following:
 - a. The most recent written performance report required by Article IX, Item 1 of this Section,
 - b. Summary of total expenses incurred and amounts paid, including the following information:

- Contractor's Vendor Identification Number;
 - TWDB Contract Number;
 - The reimbursement period: beginning (date) through ending (date);
 - TOTAL PROJECT COSTS for the reimbursement period broken down by budget categories contained in Exhibit C; and
 - Certification, signed by the CONTRACTOR's authorized representative, that the expenses submitted for the reimbursement period are a true and correct representation of amounts paid for work performed directly related to this CONTRACT;
- c. For direct expenses paid by the CONTRACTOR and by outside subcontractors -- copies of invoices to the CONTRACTOR showing the tasks that were performed; the percent and cost of each task completed; a total cost figure for each direct expense category contained in Exhibit C; and the total dollar amount paid to and due to the subcontractors. Any payments of expenses which the CONTRACTOR withholds from a subcontractor for the purposes of retainage, shall be considered to have been paid by the CONTRACTOR for purposes of determining expenses paid under the previous sentence; and
- d. For CONTRACTOR expenses (not subcontractors) - a statement showing the tasks that were performed, the percent and cost of each task completed, and a total cost figure for each direct expense category contained in Exhibit C.
- e. For travel and subsistence expenses of the CONTRACTOR and subcontractors:
- names, dates, work locations, time periods at work locations, itemization of subsistence expenses of each employee, limited, however, to travel expenses authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2011, Article IX, Part 5, as amended or superseded;
 - other transportation costs -- copies of invoices or receipts covering tickets or transportation or, if not available, names, dates, and points of travel of individuals; and
 - all other allowable expenses -- all Associated back-up (invoices, equipment logs, time sheets, etc.) will be retained by CONTRACTOR for a minimum of three years following contract close out, consistent with Federal Audit Requirements.
8. No later than forty-five (45) days after the PROJECT COMPLETION DATE, the CONTRACTOR will provide a final reconciliation of expended amounts under the CONTRACT.
9. Within thirty (30) days of the EXECUTIVE ADMINISTRATOR's final accounting of the amounts expended by the CONTRACTOR and the amounts advanced by the TWDB to the CONTRACTOR, the CONTRACTOR will refund to the TWDB any advances not used for expenses approved by the EXECUTIVE ADMINISTRATOR. If the amounts expended by the CONTRACTOR exceed the amounts advanced by the TWDB, the EXECUTIVE ADMINISTRATOR will provide such differences to the CONTRACTOR, if not in excess of the FEDERAL SHARE OF THE TOTAL PROJECT COSTS.

10. The CONTRACTOR is responsible for any food or entertainment expenses incurred by its own organization or that of its subcontractors, outside that of the travel expenses authorized and approved by the State of Texas under this CONTRACT.

ARTICLE VIII. FINANCIAL REPORTS

1. Quarterly. The CONTRACTOR shall submit an original Financial Status Report Form 269 (FEMA Form 20-10) to the TWDB's contract manager within fifteen (15) days following the end of each quarter of the project.
2. Final Report. The CONTRACTOR shall submit an original Final Financial Status Report Form 269 (FEMA Form 20-10) to the TWDB's contract manager within forty-five (45) days after project completion.

ARTICLE IX. PERFORMANCE REPORTING

1. Quarterly. The CONTRACTOR shall submit an original quarterly Performance Report (FEMA Form 20-22, Narrative Statement Report form) and any supporting documentation to the TWDB's contract manager within fifteen (15) days following the end of each quarter in accordance with Article V, Item 3
2. Final Report. The CONTRACTOR shall submit an original final Performance Report (FEMA Form 20-22, Narrative Statement Report form) and any supporting documentation which details all the work performed under the CONTRACT according to the specific close-out requirements according to Article V, Item 3. The report shall be submitted to the TWDB's contract manager within forty-five (45) days following project completion.

ARTICLE X. AMENDMENT, TERMINATION, AND STOP ORDERS

1. This CONTRACT may be altered or amended by mutual written consent or terminated by the EXECUTIVE ADMINISTRATOR at any time by written notice to the CONTRACTOR. Upon receipt of such termination notice, the CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue all work in connection with the performance of this CONTRACT and shall proceed to cancel promptly all existing orders insofar as such orders are chargeable to this CONTRACT. The CONTRACTOR shall submit a statement showing in detail the work performed under this CONTRACT to the date of termination. The TWDB shall then pay the CONTRACTOR promptly that proportion of the prescribed fee, which applies to the work, actually performed under this CONTRACT, less all payments that have been previously made. Thereupon, copies of all work accomplished under this CONTRACT shall be delivered to the TWDB.

2. The EXECUTIVE ADMINISTRATOR may issue a Stop Work Order to the CONTRACTOR at any time. Upon receipt of such order, the CONTRACTOR shall discontinue all work under this CONTRACT and cancel all orders pursuant to this CONTRACT, unless the order directs otherwise. If the EXECUTIVE ADMINISTRATOR does not issue a Restart Order within 60 days after receipt by the CONTRACTOR of the Stop Work Order, the CONTRACTOR shall regard this CONTRACT terminated in accordance with the foregoing provisions.
3. If termination of the CONTRACT occurs, the procedures described in 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments will be followed.

ARTICLE XI. CORRESPONDENCE, REPORTS, AND REIMBURSEMENTS

All correspondence, reports, and reimbursements related to this CONTRACT shall be made to the following addresses:

For the TWDB:

Contract Issues:

Texas Water Development Board
Attention: Contract Administration
P.O. Box 13231
Austin, Texas 78711-3231
Email: contracts@twdb.state.tx.us

Payment Request Submission:

Texas Water Development Board
Attention: Accounts Payable
P.O. Box 13231
Austin, Texas 78711-3231
Email: invoice@twdb.state.tx.us

Physical Address:

Stephen F. Austin State Office Building
1700 N. Congress Avenue
Austin, Texas 78701

For the CONTRACTOR:

Contract Information

Gary McKamie
City Manager
201 N. Ector Drive
Eules, Texas 76039-3595
Email: gmckamie@eulesstx.gov

Payment Information

Gary McKamie
City Manager
201 N. Ector Drive
Eules, Texas 76039-3595
Email: gmckamie@eulesstx.gov

EXHIBIT A
FEDERAL LAWS AND RULES

FEMA, through its Grant Agreement with the Texas Water Development Board, requires all grant recipients to comply with the following Federal laws and rules:

1. 44 CFR, Part 13: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
2. 44 CFR, Part 7: Nondiscrimination in Federal Assistance Programs
3. 44 CFR, Part 10: Environmental Considerations
4. 44 CFR, Part 14: Administration of Grants: Audits of State and Local Governments
5. 44 CFR, Part 17: Government-wide Debarment and Suspension (non-procurement) and Government-wide Requirements for Drug-Free Workplace
6. 44 CFR, Part 18: New Restrictions on Lobbying
7. 44 CFR, Subchapter B - Insurance and Hazard Mitigation
8. 44 CFR, Subchapter C - Fire Prevention and Control
9. 44 CFR, Subchapter D - Disaster Assistance
10. 44 CFR, Subchapter E - Preparedness
11. 44 CFR Section 205.6 - Funding Techniques
12. Public Law 95-224 - Federal Grant and Cooperative Agreement Act of 1997
13. Public Law 101-336 - The Americans With Disabilities Act
14. Executive Order 12372 - Intergovernmental Review of the FEMA Programs and Activities
15. OMB Circular A-102 - Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments
16. OMB Circular A-87 - Cost Principles for State and Local Governments
17. OMB Circular A-110 - Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
18. OMB Circular A-21 - Cost Principles for Educational Institutions
19. OMB Circular A-133 - Audits of Institutions of Higher Education and Other Non-Profit Organizations
20. OMB Circular A-122 - Cost Principles for Non-Profit Organizations
21. OMB Circular A-123 - Internal Control System
22. OMB Circular A-50 - Audit Follow-up
23. FEMA Manual 2700.1 - Advance Financing Payment Systems

EXHIBIT B
ORIGINAL GRANT APPLICATION

City of Euless

Severe Repetitive Loss (SRL) PROGRAM PROJECT GRANT APPLICATION

1. Name of Applicant: **City of Euless**
Vendor identification number (federal tax number): **75-6004644**
2. Address: **City of Euless**
201 N. Ector Dr.
Euless, TX 77701
3. Demonstrate that the applicant has the legal authority to plan for and control flooding, and has zoning and building code jurisdiction over the planning area:

The City of Euless has land use, building code, and permit authority over the land within its corporate boundaries, including the authority to regulate development proposed within the special flood hazard areas designated on the City's Flood Insurance Rate Map.

4. Is the applicant a current (not on probation) NFIP participating community? (Yes or No), and what is the CRS rating of the applicant?

Yes, the City of Euless participates in the National Flood Insurance Program (CID 480593), and is in good standing. For the purposes of the Flood Mitigation Assistance Program, the City of Euless meets the definition of a community.

5. Point-of-Contact or Official Representative: **Gary McKamie, City Manager**
6. Phone Number: **(817) 685-1818**
7. Fax Number: **(817) 685-1416**
8. Project Narrative: **Please see e-grant application and SF 20-22 for this information.**
9. Please provide the following as attachments to the application:

Attachments

- **Cost Effectiveness Questionnaire – Please see e-grant application for this form.**
- **Environmental Questionnaire – Please see e-grant application for this form.**
- **Federal Form 424, FEMA form 20-22, FEMA form 20-20, and Federal forms 20-16, and 20-16C, and disclosure of lobbying activities – Please see e-grant application for these forms, with the exception of SF 20-22, which is attached.**

- **Evidence of Local Financial Participation** – Please see e-grant application for this form.
- **20-16B** – Please see e-grant application for this form.
- **Federal form 424D** – Please see e-grant application for this form.
- **Form 20-15** – Please see e-grant application for this form.
- **Executive Order 12898** – Please see e-grant application for this form.

11. Has applicant ever received an FMA planning grant before? No

If so, when? N/A

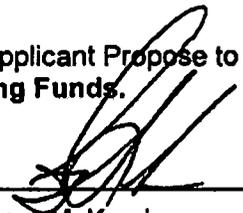
Amount? N/A

12. Estimated Cost: **\$284,700.00**

13. FEMA Funding Requested (90%): **\$256,230.00**

14. How Does Applicant Propose to Finance Non-Federal Share of Project? **City of Euless Operating Funds.**

15. Signature: _____


Gary McKamie

16. Title: City Manager

17. Date: _____

10-14-10



Applicant Funding Certification

The City of Euless hereby certifies the City has the 10% local match requirement if this project is awarded. These funds will be provided out of the City's operating budget.

Authorized Representative:

Gary McKamie

Title:

City Manager

Signature:

A handwritten signature in black ink, appearing to be "G. McKamie", is written over a solid horizontal line.

Date:

10-14-10

Attachment 15

Federal Emergency Management Agency BUDGET INFORMATION-CONSTRUCTION PROGRAMS		See reverse for instructions and Paperwork Burden	O.M.B. No. 3067-0208 Expires December 31, 1999
1. Name of Applicant City of Euless		2. Federal Identification Number 75-6004644	
3. CFDA Number 97.11	4. Budget (Check One) <input checked="" type="checkbox"/> New <input type="checkbox"/> Revised	Budget Period (Month, Day, Year) Beginning Date: 5/1/11 Ending Date: 4/30/13	Grant Program, Functions, Activity FMA
COST CLASSIFICATION	a. Total Cost	b. Cost Not Allowable	c. Total Allowable Cost (Column a-b)
6. Administrative expense	\$ 10,000	\$ -	\$ 10,000
7. Preliminary expense (pre-award Fees - EA and BC)	\$ 4,000	\$ -	\$ 4,000
8. Land, structures, right-of-way	\$ 239,250	\$ -	\$ 239,250
9. Architectural engineering basic fees	\$ -	\$ -	\$ -
10. Other architectural engineering fees	\$ -	\$ -	\$ -
11. Project inspection fees	\$ -	\$ -	\$ -
12. Land development	\$ -	\$ -	\$ -
13. Relocation expenses	\$ 22,500	\$ -	\$ 22,500
14. Relocation payments to businesses individuals	\$ -	\$ -	\$ -
15. Demolition and removal	\$ 8,500	\$ -	\$ 8,500
16. Construction and project improvement	\$ -	\$ -	\$ -
17. Equipment	\$ -	\$ -	\$ -
18. Miscellaneous - spoil site/Compacting	\$ -	\$ -	\$ -
19. SUBTOTAL (Sum of lines 6-18)	\$ 284,250	\$ -	\$ 284,250
20. Contingencies	\$ -	\$ -	\$ -
21. SUBTOTAL (Line 19 minus line 20)	\$ 284,250	\$ -	\$ 284,250
22. Project (program) income	\$ -	\$ -	\$ -
23. TOTAL PROJECT (Subtract line 22 from line 21)	\$ 284,250	\$ -	\$ 284,250
24. Federal assistance requested, calculations as follows: Multiply allowable costs from line 23c, by the (Federal Participation Percentage Approved by FEMA). Enter resulting Federal share in Block 25. Enter eligible costs from line 23c X 90%			25. Federal share \$ 255,825
26. Signature			Date

FEMA Form 20-15, JUN 99

Subgrant Project Application

Application Title: City of Euless SRL Acquisition Application
Subgrant Applicant: City of Euless
Application Number: TX-2010-029
Application Year: 2010
Grant Type: Project Application
Address: 201 N. Ector Dr., Euless, TX 76039-0000

Contact Information
Point of Contact Information

Title	Mr.
First Name	Gary
Middle Initial	
Last Name	McKamie
Title	City Manager
Agency/Organization	City of Euless
Address 1	201 N. Ector Dr.
Address 2	
City	Euless
State	TX
ZIP	76039
Phone	817-685-1818 Ext.
Fax	817-685-1416
Email	gmckamie@eulesstx.gov

Alternate Point of Contact Information

Title	Mr.
First Name	Jeff
Middle Initial	
Last Name	Ward
Title	Consultant
Agency/Organization	city of euless
Address 1	14401 Bookcliff Ct
Address 2	
City	Purcellville
State	VA
ZIP	20132
Phone	Ext.
Fax	
Email	

Community Information

Please provide the name of each community that will benefit from this mitigation activity.

State	County Code	Community Name	CID Number	CRS Community	CRS Rating	State Legislative District	US Congressional District
TX	480593_QBM0Z0DSA	<u>EULESS, CITY OF</u>	480593	N		480593	24

Enter Community Profile information below.

[Help](#)

The City of Euless is situated approximately 20 miles west of Dallas and approximately 260 miles northwest of Houston. Ground surface elevation is about 390 feet above mean sea level. On average, there are 231 sunny days per year in Euless, TX. The July high is around 96 degrees. The January low is 34. Euless, TX, gets 33 inches of rain per year. Snowfall is 3 inches. The number of days with any measurable precipitation is 77.

Comments

Attachments

State	TX	
Community Name	EULESS, CITY OF	
County Name	TEXAS	
County Code	TARRANT COUNTY	
City Code	480593	
<u>FIPS Code</u>	439	Help
<u>CID Number</u>	480593	Help
<u>CRS Community</u>	N	
<u>CRS Rating</u>		
State Legislative District	480593	
US Congressional District	24	
<u>FIRM</u> or <u>FHBM</u> available?	Yes	
<u>Community Status</u>	PARTICIPATING	Help
Community participates in <u>NFIP</u> ?	Yes	
Date entered in NFIP	08-20-1974	
Date of most recent <u>Community Assistance Visit (CAV)</u> ?		Help

Mitigation Plan Information

Is the entity that will benefit from the proposed activity covered by a current FEMA-approved multi-hazard mitigation plan in compliance with 44 CFR Part 201? Yes

If Yes, please answer the following:

What is the name of the plan? Tarrant County Mid Cities Multijurisdictional HMP
 What is the type of plan? Local MultiJurisdictional Multihazard Mitigation Plan
 When was the current multihazard mitigation plan approved by FEMA? 12-02-2008
 Describe how the proposed activity relates to or is consistent with the FEMA-approved mitigation plan. The type of mitigation activity proposed is the State of Texas top priority for the use of mitigation funds.

If No or Not Known, please answer the following:

Does the entity have any other mitigation plans adopted? No

If Yes, please provide the following information.

Plan Name	Plan Type	Date Adopted	Attachment
-----------	-----------	--------------	------------

Does the State/Tribe in which the entity is located have a current FEMA-approved mitigation plan in compliance with 44 CFR Part 201? Yes

If Yes, please answer the following:

What is the name of the plan? Texas Mitigation Plan - Standard
 What is the type of plan? Standard State Multi-hazard Mitigation Plan
 When was the current multihazard mitigation plan approved by FEMA? 10-26-2007
 Describe how the proposed activity relates to or is consistent with the State/Tribe's FEMA-approved mitigation plan. The activity is consistent with State and FEMA priorities to protect flood prone properties from future damage and to acquire and demolish SRL properties.

If you would like to make any comments, please enter them below.

The City of Euless TX has land use, building code, and permit authority over the land within its corporate boundaries - including that area of and affected by this proposed project.

To attach documents, click the *Attachments* button below.

Mitigation Activity Information

What type of activity are you proposing?

[Help](#)

200.1 - Acquisition of Private Real Property (Structures and Land) - Riverine

If you selected Other or Miscellaneous, above, please specify:

Title of your proposed activity:

City of Euless SRL Acquisition Application

Are you doing construction in this project?

Yes

If you would like to make any comments, please enter them below.

Attachments:

~

Problem Description

Please describe the problem to be mitigated. Include the geographic area in your description.

The property listed on this application is on FEMA's severe repetitive loss list. This action will eliminate the flooding (and flood claims) for these SRL property.

Enter the Latitude and Longitude coordinates for the project area.

Latitude: 32.515781
 Longitude: -97.050603
 Attachments:

Hazard Information

Select hazards to be mitigated

Flood

If other hazards, please specify

If you would like to make any comments, please enter them below.

Attachments:

FIRM Information

Is the project located within a hazard area:

Floodplain

If other identified high hazard area, please specify:

Is there a Flood Insurance Rate Map (FIRM) or Flood Hazard Boundary Map (FHBM) available for your project area?

Yes

Enter FIRM Panel Number:

48439C0230K

Is the project site marked on the map?

Electronic map attached

Select Flood Zone Designation

Area of special flood hazard with water surface elevations determined (A1-30, AE)

Scope of Work

What are the goals and objectives of this activity?

To permanently remove the Severe Repetitive Loss property from harm's way and from receiving future flood losses

Briefly describe the need for this activity.

Prior to the loss in September 2010, the home on this application had experienced eight paid losses for a total Cumulative Loss and LAE Paid of \$612,122.70. The acquisition and demolition of this property is a very effective use of SRL program funding.

Describe the problems this activity will address.

If this home is not removed from harm's way, it will continue to experience NFIP paid losses on a frequent basis.

Describe the methodology for implementing this activity.

A mitigation offer will be established based upon the HMA guidance and an offer will be extended to the owner. Once the property is acquired all improvements and underground utilities will be removed and the properties will be deeded as open space in perpetuity.

If you would like to make any comments, please enter them below.

Attachments:

Enter Work Schedule

Description Of Task	Starting Point	Unit Of Time	Duration	Unit Of Time	Work Complete By
Contract for title company and appraisal firm	1	DAYS	1	MONTHS	City's buyout consultant
Notify owner of award	1	DAYS	1	MONTHS	City's buyout consultant
Conduct appraisal	1	MONTHS	2	MONTHS	Appraiser
Determine Mitigation offer and prepare necessary paperwork	3	MONTHS	1	MONTHS	City's buyout consultant
Present offer to owner	4	MONTHS	2	MONTHS	City's buyout consultant
Conduct Settlement	6	MONTHS	4	MONTHS	Title Company
Demolish Property	7	MONTHS	3	MONTHS	Demolition Contractor
Project Closeout	10	MONTHS	2	MONTHS	City of Euless and City's buyout consultant
Estimate the total duration of the proposed activity:			12	MONTHS	

Properties

Damaged Property Address:

Address line 1 208 Shenandoah Dr
 Address line 2
 City Euless
 County Tarrant
 State TX
 ZIP 76039 - 2207

Owner Information:

First Name Jeffrey
 Middle Name
 Last Name Howard
 Home Office
 Cell Ext.
 Other Ext.

Owner's Mailing Address:

Address line 1 206 Shenandoah Dr
 Address line 2
 Other (PO Box, Route, etc)
 City Euless
 State TX
 ZIP 76039 - 2207

Does this property have other co-owners or holders of recorded interest? N

Property Information:

Age of structure (year built) 1967
SHPO Review
SHPO Reviewed Date
 Structure Type Single Family
 Foundation type Slab on Grade
 Basement No
 Type of Residence
 Parcel Number
 Property Tax Identification Number
Latitude
Longitude
 Does this property have an NFIP Policy Number Yes
 Policy Number RLI00004354
 Insurance Policy Provider
 Select hazard to be mitigated: Flood
 Damage Category 0-49% Damaged
Pre-Event Fair Market Value 200,000.00
Benefit Cost Analysis Performed Yes
Benefit Cost Ratio 2.0
Repetitive Loss Structure Yes
Property Locator Number 0010707
 Number of Losses 4 or More claims since 1978
 Legal Description
 TRAILWOOD ADDITION BLK 4 LOTS 9 & 9A

Property Information II:

Primary Property Action Acquisition/Demolition
 Secondary Property Actions

Flood Hazard

Base Flood Elevation (only applicable when Property Action is Elevation) **feet**

First Floor Elevation (only applicable when Property Action is Elevation) **feet**

Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation (only applicable when Property Action is Elevation) **feet**

Flood Source

Property located within

• Is there a **Flood Insurance Rate Map (FIRM)** available for your project area? **Yes**

Is the property site marked on the map? **Yes**

• **Flood Zone Designation** (only applicable when Property Action is Elevation) **Area of special flood hazard with water surface elevations determined (A1-30, AE)**

FIRM Information (Flood Maps)

Community Name	CID Number	FIRM Panel Number	Effective Date
EULESS, CITY OF	480593	48439C0230K	09-25-2009

Comments

Attachments

Name	Date Attached
206 Shendandoah Firm.pdf	10-01-2010

Decision Making Process

Describe the process you used to decide that this project is the best solution to the problem.

(1) We are focusing on the area in our community that has the greatest potential for losses. The Property in this applicaiton is on FEMA's SRL list (2) We have considered risks to critical facilities. There are no critical facilities on this application. (3) We have considered the current structures and interests in our communities when choosing this project. (4) There is no better resolution to this flooding then to remove this property. (5) There have been no impacts to environmental, natural, cultural, or historic resources identified.

Explain why this project is the best alternative.

The City has considered other options or alternatives to this buyout. Among the options is the elevation of the structure. Given the depth of this home relative to BFE, elevation would be extremely costly. Even when elevated, the structure would remain in a high hazard with the potential for loss of life. "No Action" has been considered and is not acceptable. No Action would result in continued inundation and damages to this property. The proposed property acquisition is the preferred alternative. This action would result in the best reduction of flood costs for both the private citizens and emergency services.

Comments:

Attachments:

200.1 - Acquisition of Private Real Property (Structures and Land) - Riverine

Federal Share: \$ 256,229.90

Item Name	Cost Classification	Unit Quantity	Unit of Measure	Unit Cost (\$)	Cost Estimate (\$)
Mitigation offer amount	Land, Structures, Right-of-way	1.00	Each	\$ 235,750.00	\$ 235,750.00
Appraisals	Administrative Expense	1.00	Each	\$ 500.00	\$ 500.00
Acquisition Project Rep Fee	Administrative Expense	1.00	Each	\$ 1,000.00	\$ 1,000.00
Settlement Expenses	Administrative Expense	1.00	Each	\$ 2,000.00	\$ 2,000.00
Environmental Inspections (Asbestos)	Demolition And Removal	1.00	Each	\$ 450.00	\$ 450.00
Demolition	Demolition And Removal	1.00	Each	\$ 8,500.00	\$ 8,500.00
Replacement Home Supplement	Land, Structures, Right-of-way	1.00	Each	\$ 22,500.00	\$ 22,500.00
Grant Administration Fee (Subapplicant Mgmt)	Administrative Expense	1.00	Each	\$ 10,000.00	\$ 10,000.00
Pre-Award, grant application development cost	Administrative Expense	1.00	Each	\$ 4,000.00	\$ 4,000.00
				Total Cost	\$ 284,700.00

Total Project Cost Estimate: \$ 284,700.00

		Match Sources	
Activity Cost Estimate		\$ 284,700.00	
Federal Share Percentage		89.99996488%	
Non-Federal Share Percentage		10.00003512%	
		Dollars	Percentage
Proposed Federal Share		\$ 256,229.90	89.99996488%
Proposed Non-Federal Share		\$ 28,470.10	10.00003512%

Matching Funds				
Source Agency	Name of Source Agency	Funding Type	Amount (\$)	Action
Local Agency Funding	City General Funds	Cash	\$ 28,470.10	View Details
Grand Total			\$ 28,470.10	

If you would like to make any comments, please enter them below.

Attachments

Funding Source	Local Agency Funding
Name of Funding Source	City General Funds
Funding Type	Cash
Amount	\$ 28,470.10
Date of availability	12-01-2010
Funds commitment letter date	01-13-2010
Attachment (funds commitment letter)	Euless Match Source letter.pdf

Cost Effectiveness Information

Attach the Benefit Cost Analysis (BCA), if completed for this project

What is the source and type of the problem?

The property is located in a SFHA and floods frequently from heavy rainfall events.

How frequent is the event?

This property has flooded 9 times in the past 29 years (return interval of 3.2 years)

How severe is the damage?

Not include the September 2010 loss, the property has experienced \$323,406 in paid claims (in actual, not current value dollars).

What kinds of property are at risk?

The property on this application is a single family residential property.

Are there better, alternative ways to solve the problem?

No

Are the mitigation project costs well documented and reasonable?

Yes

If you would like to make any comments, please enter them below.

See attached spreadsheets for details of the project costs and the FEMA calculated GSTF used in the B/C calculation. The Central Appraisal District Tax record is also attached. The estimated purchase price is based on an appraisal from the owner from late 2009 obtained as part of a refinance. That value was increased by 1.15% to take into acct any potential change in market value since late 2009. The property will be reappraised at the time the grant is awarded.

Attachments:

[206 Shenandoah CAD.pdf](#)

[GSTF 206 Shenandoah.pdf](#)

[206 Shenandoah Drive Appraisal.pdf](#)

Damage History

Date	Event	Description of Damage	Amount of Damage
09-2010	Flood	This property has experienced a flood loss every 3.2 years. Over the past 29 years it has experienced 8 paid losses totalling over \$300,000. The 9th loss, which occurred in September 2010 has not yet been settled with NFIP.	\$ 323,406.00
Total Amount of Damage			\$ 323,406.00

A. National Historic Preservation Act - Historic Buildings and Structures

* 1. Does your project affect or is it in close proximity to any buildings or structures 50 years or more in age? No

If Yes, you must confirm that you have provided the following:

The property address and original date of construction for each property affected (unless this information is already noted in the Properties section),

A minimum of two color photographs showing at least three sides of each structure (Please label the photos accordingly),

A diagram or USGS 1:24,000 scale quadrangle map displaying the relationship of the property(s) to the project area.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

Information gathered about potential historic properties in the project area, including any evidence indicating the age of the building or structure and presence of buildings or structures that are listed or eligible for listing on the National Register of Historic Places or within or near a National Register listed or eligible historic district. Sources for this information may include the State Historic Preservation Officer, and/or the Tribal Historic Preservation Officer (SHPO/THPO), your local planning office, historic preservation organization, or historical society.

Consideration of how the project design will minimize adverse effects on known or potential historic buildings or structures, and any alternatives considered or implemented to avoid or minimize effects on historic buildings or structures. Please address and note associated costs in your project budget.

For acquisition/demolition projects affecting historic buildings or structures, any data regarding the consideration and feasibility of elevation, relocation, or flood proofing as alternatives to demolition.

Attached materials or additional comments.

Comments:

Attachments:

B. National Historic Preservation Act - Archeological Resources

* 1. Does your project involve disturbance of ground? No

If Yes, you must confirm that you have provided the following:

A description of the ground disturbance by giving the dimensions (area, volume, depth, etc.) and location

The past use of the area to be disturbed, noting the extent of previously disturbed ground.

A USGS 1:24,000 scale or other site map showing the location and extent of ground disturbance.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

Any information about potential historic properties, including archeological sites, in the project area. Sources of this information may include SHPO/THPO, and/or the Tribe's cultural resources contact if no THPO is designated. Include, if possible, a map showing the relation of any identified historic properties to the project area.

Attached materials or additional comments.

Comments:

Attachments:

C. Endangered Species Act and Fish and Wildlife Coordination Act

* 1. Are Federally listed threatened or endangered species or their critical habitat present in the area affected by the project? No

If Yes, you must confirm that you have provided the following:

Information you obtained to identify species in or near the project area. Provide the source and date of the information cited.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

Any request for information and associated response from the USFWS, the National Marine Fisheries Service (NMFS) (for affected ocean-going fish), or your State Wildlife Agency, regarding potential listed species present and potential of the project to impact those species.

Attached materials or additional comments.

Comments:

* 2. Does your project remove or affect vegetation? No

If Yes, you must confirm that you have provided the following:

Description of the amount (area) and type of vegetation to be removed or affected.

A site map showing the project area and the extent of vegetation affected.

Photographs or digital images that show both the vegetation affected and the vegetation in context of its surroundings.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

Attached materials or additional comments.

Comments:

* 3. Is your project in, near (within 200 feet), or likely to affect any type of waterway or body of water? No

If Yes, and project is not within an existing building, you must confirm that you have provided the following:

A USGS 1:24,000 scale quadrangle map showing the project activities in relation to all nearby water bodies (within 200 feet).

Any information about the type of water body nearby including: its dimensions, the proximity of the project activity to the water body, and the expected and possible changes to the water body, if any. Identify all water bodies regardless whether you think there may be an effect

A photograph or digital image of the site showing both the body of water and the project area.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

Evidence of any discussions with the US Fish and Wildlife Service (USFWS), and/or your State Wildlife Agency concerning any potential impacts if there is the potential for the project to affect any water body.

Attached materials or additional comments.

Comments:

Attachments:

D. Clean Water Act, Rivers and Harbors Act, and Executive Order 11990 (Protection of Wetlands)

* 1. Will the project involve dredging or disposal of dredged material, excavation, adding fill material or result in any modification to water bodies or wetlands designated as "waters of the U.S" as identified by the US Army Corps of Engineers or on the National Wetland Inventory? No

If Yes, you must confirm that you have provided the following:

Documentation of the project location on a USGS 1:24,000 scale topographic map or image and a copy of a National Wetlands Inventory map or other available wetlands mapping information.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

Request for information and response letter from the US Army Corps of Engineers and/or State resource agencies regarding the potential for wetlands, and applicability of permitting requirements.

Evidence of alternatives considered to eliminate or minimize impacts to wetlands.

Attached materials or additional comments.

Comments:

Attachments:

E. Executive Order 11988 (Floodplain Management)

- * 1. Does a Flood Insurance Rate Map (FIRM), Flood Hazard Boundary Map (FHBM), hydrologic study, or some other source indicate that the project is located in or will affect a 100 year floodplain, a 500 year floodplain if a critical facility, an identified regulatory floodway, or an area prone to flooding? Yes

If Yes, please indicate in the text box below any documentation to identify the means or the alternatives considered to eliminate or minimize impacts to floodplains (See the 8 step process found in 44 CFR Part 9.6.) to help FEMA evaluate the impact of the project:

See FIRM attached to the Property section of this application

- * 2. Does the project alter a watercourse, water flow patterns, or a drainage way, regardless of its floodplain designation? No

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

Hydrologic/hydraulic information from a qualified engineer to demonstrate how drainage and flood flow patterns will be changed and to identify down and upstream effects.

Evidence of any consultation with US Army Corps of Engineers (may be included under Part D of the Environmental Information).

Request for information and response letter from the State water resource agency, if applicable, with jurisdiction over modification of waterways.

Attached materials or additional comments.

Comments:

Attachments:

F. Coastal Zone Management Act

- * 1. Is the project located in the State's designated coastal zone? No

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

Information resulting from contact with the appropriate State agency that implements the coastal zone management program regarding the likelihood of the project's consistency with the State's coastal zone plan and any potential requirements affecting the cost or design of the proposed activity.

Attached materials or additional comments.

Comments:

Attachments:

G. Farmland Protection Policy Act

- * 1. Will the project convert more than 5 acres of "prime or unique" farmland outside city limits to a non-agricultural use? No

Comments:

Attachments:

H. RCRA and CERCLA (Hazardous and Toxic Materials)

- * 1. Is there a reason to suspect there are contaminants from a current or past use on the property associated with the proposed project? No

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

Comments and any relevant documentation.

Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.

Attached materials or additional comments.

Comments:

- * 2. Are there any studies, investigations, or enforcement actions related to the property associated with the proposed project? No

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

- Comments and any relevant documentation.
- Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.
- Attached materials or additional comments.

Comments:

* 3. Does any project construction or operation activities involve the use of hazardous or toxic materials? No

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

- Comments and any relevant documentation.
- Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.
- Attached materials or additional comments.

Comments:

* 4. Do you know if any of the current or past land-uses of the property affected by the proposed project or of the adjacent properties are associated with hazardous or toxic materials? No

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

- Comments and any relevant documentation.
- Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.
- Attached materials or additional comments.

Comments:

Attachments:

I. Executive Order 12898, Environmental Justice for Low Income and Minority Populations

* 1. Are there low income or minority populations in the project's area of effect or adjacent to the project area? No

If Yes, you must confirm that you have provided the following:

Description of any disproportionate and adverse effects to these populations.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

Description of the population affected and the portion of the population that would be disproportionately and adversely affected. Please include specific efforts to address the adverse impacts in your proposal narrative and budget.

Attached materials or additional comments.

Comments:

Attachments:

J. Other Environmental/Historic Preservation Laws or Issues

* 1. Are there other environmental/historic preservation requirements associated with this project that you are aware of? No

If Yes, please indicate in the text box below a description of the requirements, issues or public involvement effort.

* 2. Are there controversial issues associated with this project? No

If Yes, please indicate in the text box below a description of the requirements, issues or public involvement effort.

* 3. Have you conducted any public meeting or solicited public input or comments on your specific proposed mitigation project? Yes

If Yes, please indicate in the text box below a description of the requirements, issues or public involvement effort.

The City has discussed the submission of an SRL application at City Council meetings and and has held a consultation meeting with the participant on this application.

Attachments:

K. Summary and Cost of Potential Impacts

* 1. Having answered the questions in parts A. through J., have you identified any aspects of your proposed project that have the potential to impact environmental resources or historic properties? No

If Yes, you must confirm that you have:

Evaluated these potential effects and provided the materials required in Parts A through J that identify the nature and extent of potential impacts to environmental resources and/or historic properties.

Consulted with appropriate parties to identify any measures needed to avoid or minimize these impacts.

Considered alternatives that could minimize both the impacts and the cost of the project.

Made certain that the costs of any measures to treat adverse effects are realistically reflected in the project budget estimate.

Comments:

Attachments:

Provide a maintenance schedule including cost information

Identify entity that will perform any long-term maintenance

If you would like to make any comments, please enter them below.

Attach letter from entity accepting performance responsibility

Maintenance Schedule and Costs

The only maintenance costs to the City will be periodic mowing of the vacant lot and the City hereby acknowledges responsibility for this maintenance.

City of Euless

Attached is a maintenance certification letter from the City of Euless.

Evaluation Information

By checking the *Not Applicable* box and not providing the information in this section, I understand that this application may not be selected for the Pre-Disaster Mitigation - Competitive Grant Program.

Complete

Not applicable

Comments and Attachments			
Name of Section	Comment	Attachment	Date Attached
Application Level	See attached TWDB application, the letter to the COG, SF 20-22, signed consultation agreement, and property location map.	COG Letter for Euless SRL - rev.pdf	12-15-2010
		Euless Maintenance letter.pdf	10-15-2010
		206 Shenandoah Prop Location.pdf	10-01-2010
		206 Shendandoah SRL Consultation Agreement.pdf	10-26-2010
		SRL TWDB App COE.pdf	10-15-2010
Mitigation Plan Information	The City of Euless TX has land use, building code, and permit authority over the land within its corporate boundaries - including that area of and affected by this proposed project.		
Match Sources		Euless Match Source letter.pdf	10-15-2010
Cost Effectiveness Information	See attached spreadsheets for details of the project costs and the FEMA calculated GSTF used in the B/C calculation. The Central Appraisal District Tax record is also attached. The estimated purchase price is based on an appraisal from the owner from late 2009 obtained as part of a refinance. That value was increased by 1.15% to take into acct any potential change in market value since late 2009. The property will be reappraised at the time the grant is awarded.	206 Shenandoah Drive Appraisal.pdf	10-08-2010
		GSTF 206 Shenandoah.pdf	10-01-2010
		206 Shendandoah CAD.pdf	10-01-2010
Maintenance Schedule and Costs	Attached is a maintenance certification letter from the City of Euless.		
EHP - E - Executive Order 11988 (Floodplain Management)	See FIRM attached to the Property section of this application		
	The City has discussed the submission of an SRL application at City Council meetings and and has held a consultation meeting with the participant on this application.		
EHP - J - Other Environmental/Historic Preservation Laws or Issues			
Property - 206 Shenandoah DR Euless 76039		206 Shendandoah Firm.pdf	10-01-2010

Assurances and Certifications

Please click the link in the status column to view forms.

Forms

Status

Part II: FEMA Form 20-16B, Assurances Construction Programs.

Complete

Part II: FEMA Form 20-16C, Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibilities Matters; and Drug-Free Workplace Requirements.

Complete

Part III: SF-LLL, Disclosure of Lobbying Activities (Complete only if applying for a grant of more than \$100,000 and have lobbying activities using Non-Federal funds. See Form 20-16C for lobbying activities definition.)

Not Applicable

FEMA Form 20-16B, Assurances-Construction Programs

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the nonfederal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 USC Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 USC Section 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 (PL 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 USC Sections 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 USC Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 USC Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (PL 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 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 USC Sections 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 USC Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 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 USC Sections 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 USC Sections 276a to 276a-7), the Copeland Act (40 USC Section 276c and 18 USC Section 874), and the Contract Work Hours and Safety Standards Act (40 USC Sections 327-333) regarding labor standards for federally assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 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 (PL 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 USC Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 USC Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 USC Section 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 USC Section 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC Section 469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies governing this program.
20. It will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 USC Section 201), as they apply to

employees of institutions of higher education, hospitals, and other nonprofit organizations.

21. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout, that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.
22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.
23. It will require the facility to be designed to comply with the "American Standard Specification for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117.- 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transfer, for the period during which the real property, or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Nonprofit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

I, Gary McKamie, hereby sign this form as of 10-15-2010.

You must read and sign these assurances by providing your password and checking the box at the bottom of this page.

Note: Fields marked with an * are required.

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements.

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

A. As required by the section 1352, Title 31 of the US Code, and implemented at 44 CFR Part 18 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(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 any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds 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 of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions;

Standard Form LLL Disclosure of Lobbying Activities Not Attached

(c) The undersigned shall require that the language of this certification be included in the award documents for all the sub awards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s)) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently 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;

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or locally) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Explanation:

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR part 17, Sections 17.615 and 17.623:

(A) The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e. regional office or FEMA office.

(f) Taking one of the following actions against such an employee, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.

(g) Making a good effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

	Street	City	State	ZIP
201 N. Ector Dr		Eules	TX	76039

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

I, Gary McKamie, hereby sign this form as of 10-15-2010.

**APPLICATION FOR
FEDERAL ASSISTANCE
(SF 424)**

2. DATE SUBMITTED
12-15-2010

Applicant Identifier

1. TYPE OF SUBMISSION
Construction

3. DATE RECEIVED BY STATE
12-15-2010

State Application Identifier

4. DATE RECEIVED BY FEDERAL AGENCY Federal Identifier

5. APPLICANT INFORMATION

Legal Name City of Euless	Organizational Unit City of Euless
Address 201 N. Ector Dr., Euless, TX 76039	Name and telephone number of the person to be contacted on matters involving this application Gary McKamie, 817-685-1818

6. EMPLOYER IDENTIFICATION NUMBER (EIN)
75-6004644

6.a. DUNS NUMBER
078539442

7. TYPE OF APPLICANT
Local Government

8. TYPE OF APPLICATION
Project Application

9. NAME OF FEDERAL AGENCY
Federal Emergency Management Agency

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT
City of Euless SRL Acquisition Application

12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.)
TARRANT COUNTY

13. PROPOSED PROJECT:
Start Date:
End Date :

14. CONGRESSIONAL DISTRICTS OF:
a. Applicant TX24th
b. Project TX24th

15. ESTIMATED FUNDING

a. Federal	\$ 256,229.90
b. Applicant	\$ 0.00
c. State	\$ 0.00
d. Local	\$ 28,470.10
e. Other	\$ 0.00
f. Program Income	\$ 0.00
g. TOTAL	\$ 284,700.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
YES. 13-OCT-2010

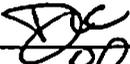
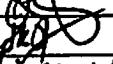
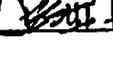
17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Name of Authorized Representative Gary McKamie	b. Title	c. Telephone Number 8176851422
d. Signature of Authorized Representative Gary McKamie		e. Date Signed 12-15-2010

Memorandum

To: J. Kevin Ward (Approval to Submit) 

Thru: David Carter 
Gilbert Ward 
Mike Segner 
Denise Guerra 
Ingrid Hansen 
Carolyn Brittin 

From: Kathy Hopkins 

Subject: Reopening of Fiscal Year 2009 and Fiscal Year 2010 Severe Repetitive Loss (SRL) Program Grant Application- Submit to Federal Emergency Management Agency (FEMA)

Date: December 22, 2010

The TWDB was notified by FEMA in June of 2010 of the re-opening of the SRL grant program for Federal Fiscal Year 2009 (FY 09) and Federal Fiscal Year 2010 (FY 10) with the application period open until all funds are awarded. FEMA notified TWDB in November that both FY 09 and FY 10 will close temporarily on December 31, 2010, but will reopen if funds are available in the Spring of 2011. TWDB published in the August 13, 2010 issue of the Texas Register a Request for Application (RA) for the SRL program grants. Attached for your information is a copy of the TWDB published RA.

Submitted to the TWDB were two SRL grant applications from the City of Mansfield and City of Euless. Please find attached the paper copies of the electronic application packages to FEMA to be submitted by the egrants process for the reopening of SRL program grant for FY 09. Once FEMA approves the applications for funding, the applications will be presented to the Board for approval and to execute contracts with the applicants.

Once you have indicated your approval to transmit to FEMA, the package will be returned to me and using your log in information, I will submit the applications to FEMA on your behalf. Upon FEMA's review and approval of the grant applications, FEMA will award the grants through the egrant system to the TWDB, as an award package. After the Boards approval, the award package will be circulated for your approval to sign and submit as execution of the award documents.

Please advise to any questions or comments.

Exhibit C

TASK BUDGET

TASK	DESCRIPTION	AMOUNT
Task 1	Pre-award Cost (Application Eligibility & BCA)	\$4,000.00
Task 2	Administration, Appraisal, Title/Settlement	\$13,500.00
Task 3	Site Acquisition/Mitigation Offer	\$235,750.00
Task 4	Demolition	\$8,950.00
Task 5	Replacement Home Supplement	\$22,500.00
Total		\$284,700.00

EXPENSE BUDGET

Expense Category	Total Budget
Salaries and Wages ¹	0.00
Fringe ²	0.00
Travel	0.00
Subcontractor (Pre-Award Activities)	\$4,000.00
Subcontractor (Demolition)	\$8,950.00
Other Expenses ³	0.00
Overhead ⁴	0.00
Property Buyout ⁵	\$271,750.00
Profit	0.00
Total	\$284,700.00

¹ Salaries and Wages is defined as the cost of salaries of engineers, draftsmen, stenographers, surveymen, clerks, laborers, etc., for time directly chargeable to this contract.

² Fringe is defined as the cost of social security contributions, unemployment, excise, and payroll taxes, employment compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

³ Other Expenses is defined to include expendable supplies, communications, reproduction, postage, and costs of public meetings directly chargeable to this CONTRACT.

⁴ Overhead is defined as the costs incurred in maintaining a place of business and performing professional services similar to those specified in this contract. These costs shall include the following:

- Direct salaries, including that portion of the salary of principals and executives that is allocable to general supervision;
- Indirect salary fringe benefits;
- Accounting and legal services related to normal management and business operations;
- Travel costs incurred in the normal course of overall administration of the business;
- Equipment rental;
- Depreciation of furniture, fixtures, equipment, and vehicles;
- Dues, subscriptions, and fees associated with trade, business, technical, and professional organizations;
- Other insurance; Rent and utilities; and
- Repairs and maintenance of furniture, fixtures, and equipment.

⁵ Property Buyout is defined as the cost of Site Acquisitions, Appraisal, Property Owner Counseling, Title Search and Closing, tenant or inhabitant relocation assistance, and project management.