

**19. SUBJECT: Hear report from Angela Hahn, Grant Specialist.**

ACTION:

PERSONS APPEARING BEFORE THE COURT: **Angela Hahn**

MOVED BY COMMR. \_\_\_\_\_, SECONDED BY COMMR. \_\_\_\_\_

Commr. McBroom, vote for \_\_\_\_, vote against \_\_\_\_\_

Commr. Sternadel, vote for \_\_\_\_, vote against \_\_\_\_\_

Commr. Berckenhoff, vote for \_\_\_\_, vote against \_\_\_\_\_

Commr. Brossmann, vote for \_\_\_\_, vote against \_\_\_\_\_

Judge Weber, vote for \_\_\_\_\_, vote against \_\_\_\_\_

UNOFFICIAL

FOR COUNTY USE ONLY

PERMIT # 34

APPLICATION DATE : 7-22-21  
DATE OF EXPIRATION: 10-22-21



FAYETTE COUNTY APPLICATION FOR PERMIT  
TO LAY TEMPORARY WATER LINE  
IN ROAD RIGHT OF WAY

TO: THE COMMISSIONERS COURT OF FAYETTE COUNTY, TEXAS

COMES NOW GeoSouthern Operating II, LLC (company name) (hereafter "Company"), a Texas (state) Limited Liability Company (type - corporation, partnership, sole proprietorship, etc.) with the right to transact business in Texas, acting by and through its duly authorized representative, and hereby petitions Fayette County (hereafter "County") for the right to lay a temporary water line over and/or along certain County Roads and rights of way as shown on map(s) and lists(s) attached hereto in the following manner: (insert description of line, Example "10 inch poly"):

10 or 12 inch lay-flat poly water hose

Within a length along the right of way of approximately 2,290.46 feet, along (describe and name County roads with length along each road)

Gebhard Road (.43 Miles)-Line 2

We propose to begin our operations on or about 7/15/21 (mm/dd/yyyy) and complete our operations by 10/15/21 (mm/dd/yyyy).

Company agrees that:

1) To induce the County to grant the requested permit, Company agrees, and stipulates as follows:

- a. That it is expressly understood that Fayette County does not grant any right, claim, title, or easement in, to, or upon the County right of way.

- b. The temporary waterline will be laid on the surface, as close to the edge of the County Road right of way or fence line, as is possible.
- c. Where necessary, Company agrees to remove, and dispose of, at its own expense, brush, debris, and other such impediments when installing the temporary water line. Company also agrees, upon request of the Fayette County Commissioner(s) in whose precinct(s) this permit would apply, or his designee, to trim, mow or otherwise control grass and vegetation growth along the temporary water line laid in the County right of way until temporary water line is removed.
- d. Company will cross a County Road right of way, or culvert, only with the permission of the Fayette County Commissioners Court. Temporary water lines crossing a County road may use existing County road drainage structures. If no existing County drainage structure is available, applicant shall bore under the roadway using a steel casing. Open cuts of the roadway will not be permitted. If a bore is used, a separate crossing permit is required, contact the County Attorney's Office. If an existing drainage structure is used to cross a roadway, the following is the allowable number and size pipe for each drainage structure. This information shall also be shown on the attached location map.
  - 24" drainage structure: one 8" or one 10" temporary water pipe(s).
  - 36" drainage structure: three 8", two 10", or one 12" temporary water pipe(s).
  - 48" drainage structure: four 8", three 10", or two 12" temporary water pipe(s).
- e. The temporary water line shall not be laid or maintained by the Company in such manner as to interfere with the use, construction, maintenance or repair of roads, or utilities, and in the event it shall develop that the line, in the opinion of the Fayette County Commissioner(s) in whose precinct(s) this permit would apply, or his designee, in any manner interferes with the use, construction, maintenance or repair of any existing road, or utility, because of the depth at which the same has been laid, or for any other reason, the Company, upon request of the Fayette County Commissioner(s) in whose precinct(s) this permit would apply, or his designee, shall promptly change or alter, at Company's sole expense, the temporary water line, in such manner that the same will no longer interfere with such construction, maintenance or repair.
- f. Company will not maintain any pump, engines, switch, storage facility, or anything else, except the above described temporary water line, in the County Road right of way. Any booster pump connected to the temporary water line

subject to this application must maintain a minimum distance of twenty (20) feet from the edge of the pavement or traveled portion of the road.

- g. Fayette County may require Company to relocate, or to permanently or temporarily remove the temporary waterline, or any portion of the temporary waterline, when deemed necessary, for any reason, by Fayette County, by the County giving 5 calendar day's notice.
- h. Fayette County may require Company to relocate, or to, permanently or temporarily, immediately remove the temporary waterline, if adverse weather, or other factors, create an emergency condition, or if, in the opinion of the Fayette County Commissioner(s) in whose precinct(s) this permit would apply, or his designee, the Company is in any way in violation of this permit.
- i. That the temporary waterline be maintained in such a manner that is acceptable to the Fayette County Commissioner(s) in whose precinct(s) this permit would apply, or his designee, or its designee.
- j. Adequate signs, barricades, flares, flagmen, etc., shall be maintained as necessary to protect the traveling public during installation, moving, maintenance, or any other situation and or emergency that may arise. Company shall comply with the Texas Manual of Uniform Traffic Control Devices.
- k. Company must not interfere with the free and safe flow of traffic, along the County Road right of way, or to and from driveways. All driveways shall be crossed by using road crossings. The intent is to not cause damage to a driveway. The traveling surface of the road crossing must extend the entire width of the driveway.
- l. When operations are immediately adjacent to the County Road right of way, all equipment should be parked and/or operating on one side of the roadway only.
- m. Operations will be postponed when the ground conditions are such that operations within the County Road right of way would, in the opinion of the Fayette County Commissioner(s) in whose precinct(s) this permit would apply, or his designee, cause extensive rutting and/or tracking of mud onto the roadway surface.
- n. Company agrees to indemnify and hold County harmless from any personal injury, property damage, subservient estate, mineral estate related claims, or other tort claims, against County, its officers, agents or employees, that result from Company's operations under this permit, or the County's action in granting this permit, EVEN IF SUCH CLAIMS RESULT IN WHOLE OR PART FROM THE



NEGLIGENCE (INCLUDING FAILING TO TAKE AN ACTION REQUIRED BY THE TEXAS UTILITY CODE) OF COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES, OR FROM THE INTENTIONAL CONDUCT OF THE COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES, IN RELOCATING, OR REMOVING, THE LINE, OR ANY ASSOCIATED EQUIPMENT OR MATERIAL, IF AN EMERGENCY CONDITION EXISTS, OR IF COMPANY IS, IN THE OPINION OF THE FAYETTE COUNTY COMMISSIONER(S) IN WHOSE PRECINCT(S) THIS PERMIT WOULD APPLY, OR HIS DESIGNEE, IN VIOLATION OF THIS PERMIT, OR IF COMPANY HAS NOT COMPLIED WITH A STOP WORK ORDER, OR IF COMPANY HAS NOT COMPLIED WITH A NOTICE TO REMOVE, OR RELOCATE, THE TEMPORARY WATERLINE, OR OTHER OBJECTS PLACED IN THE COUNTY ROAD RIGHT OF WAY.

- o. Company agrees to release the County, its officers, agents and employees, any utility, or the officers, agents and employees of such utility, and any emergency services organization, or emergency services personnel, operating on behalf of the County, from any and all claims for damages done to Company's property, during emergency operations, road maintenance operations, or utility installation, removal or maintenance operations.
- p. Company will promptly and fully reimburse the injured party for any damage to utility lines, utility property, or other real or personal property, or personal injury, arising out of the installation, use or removal of the temporary waterline.
- q. Company will submit with this application a current Certificate of Insurance in the amount of not less than \$1,000,000.00, naming Fayette County, Texas as an additional insured, and a certificate of Workers Compensation insurance. Company will insure, and shall demonstrate to the County, that such insurance remains in full force and effect, while any operations continue under the permit. Such insurance policy will list Fayette County, Texas as an additional insured.
- r. The permit, if granted, will give Company permission to conduct allowed operations within County Road rights of way only, and does not authorize Company to conduct any operations on other property.
- s. Company shall arrange an onsite inspection of the proposed route of the temporary water line, by the Fayette County Commissioner(s) in whose precinct(s) this permit would apply, or his designee, before approval may be granted.

- t. Company shall notify the Fayette County Commissioner(s) in whose precinct(s) this permit would apply, or his designee, at least 48 hours before any operations begin under this permit. Notice shall be face-to-face or by direct voice communication, no voice-mail notice shall be accepted.
- u. Posting of Permit. A copy of the permit, including the full Application, shall be posted, in a rain proof form, at the jobsite, before any work is begun, and shall remain posted until after all operations have been completed. If the line runs along the County Road right of way for more than 100 feet, additional copies of the permit shall be posted at each location where the line enters, or leaves, the County Road right of way.
- v. Education about Permit. Company shall insure that all of its employees, agents, contractors, and sub-contractors, are familiar with all terms of the permit.
- w. Issuing Stop Work Order. If, at any time the Fayette County Commissioner(s) in whose precinct(s) this permit would apply, or his designee, believes that Company is in violation of the terms of the permit, they may issue a Stop Work Order. A Stop Work Order shall be in writing, shall include the date, and time, it was issued, shall describe generally the violation, and shall include the name, and telephone number, of the Fayette County Commissioner(s) in whose precinct(s) this permit would apply, or his designee, who is empowered to release it. The Stop Work Order shall be either delivered personally to the Company representative at the job site, or to any employee, or agent, of the Company, or any contractor, or subcontractor, present at the job site. If no one is present to accept the Stop Work Order, a copy will be sent by electronic mail to the Company addresses listed below.
- x. Effect of Stop Work Order. No work, except emergency operations designed to protect human life, or property, shall take place under the permit, until the Stop Work Order is released.
- y. Release of Stop Work Order. When the Company has presented a satisfactory plan to the Fayette County Commissioner(s) in whose precinct(s) this permit would apply, or his designee, to remediate the violation, both the Company, and the Fayette County Commissioner(s) in whose precinct(s) this permit would apply, or his designee, shall sign a Release of Stop Work Order that allows operations to resume under the permit.

- z. The provisions about Stop Work Orders, and Release of Stop Work Orders, do not in any way impair the County's right to take any action under any other section of the permit.
- aa. Revocation of Permit. The County may revoke the permit at any time for failure to pay permit fees, failure to comply with any sections of this permit application, failure to maintain insurance, or any other violation which may arise regarding the temporary water lines.
- bb. Company shall, on or before 10/15/21 (mm/dd/yyyy), remove the temporary water line, such date not to exceed ninety calendar days from date of permit issuance. Company shall restore the right-of-way to its original condition, free of any damage, with any ruts or any injury to vegetation repaired to the satisfaction of the Fayette County Commissioner(s) in whose precinct(s) this permit would apply, or his designee, except that brush, debris and other impediments need not be restored. Any costs incurred by the County for replacement signs, delineators, etc., for the removal of debris, or for any other necessary restoration work performed by the County to place the County right-of-way into a condition equal to that prior to survey operations will be billed to the company at cost.
- cc. "Company" includes the Company, and all officers, agents, employees, contractors and sub-contractors, and its heirs, assigns and successors.
- dd. Renewal of temporary water line permit. In the event Company anticipates exceeding the ninety day issuance of the temporary water line permit, the Company shall apply to renew permit with the Fayette County Attorney's Office. The renewal notice must be submitted to the Fayette County Attorney's Office no later than ten days (10) before the expiration of the existing permit. If all information in existing permit remains the same, Company shall just sign declaration page certifying to all information in previous application. In the event information from original application has changed, Company shall be required to complete application again in full.
- ee. Renewal Fees and Insurance. In the event Company applies for a renewal of the existing permit, Company shall provide at time of renewal notice an updated Certificate of Insurance and shall submit the renewal fees as listed below.
- ff. Private Land Owners: In the event that any of the permitted temporary water lines cross real property owned by a private citizen of Fayette County, Company agrees that it will properly notify and obtain the right from all necessary land owners prior to laying the temporary waterlines.

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- gg. The Company agrees that the public's use of the public county road for travel and transportation shall be of primary importance. The rights granted to Company by subsequent acceptance and approval of this Application shall be subordinate to the rights of the public to use the road.
  - hh. No temporary waterline shall ever be laid, constructed, installed, maintained, operated, used and/or repaired in such a manner as to interfere with the use, operation, construction, maintenance, drainage, or repair of an existing public county or state road. Company agrees that, should a temporary water line interfere with public use, Company will, at the request of Fayette County Commissioners Court, or the Fayette County Commissioner(s) in whose precinct(s) this permit would apply, or his designee, and at its own expense, make all changes, alterations, and modifications to said temporary waterline subject to this Application.
  - ii. The Company agrees to give the County Commissioner of the Precinct in which is located the temporary water line(s) which is subject to this Application, at least forty-eight (48) hours actual notice prior to the time of beginning any work with reference to any such public right of way, road, or highway.
  - jj. Company agrees that it will adhere to all County, State, and federal laws, statutes, codes, orders, rules, and regulations applicable to the laying, constructing, installing, maintaining, and operating the temporary waterline that is subject to this Application.
- 2) On the attached maps (three copy sets attached, each with a maximum size of 8.5" x 14"), Company has:
- a. Outlined the area of proposed operations
  - b. Highlighted, in color, the county right of way(s) to be used.
  - c. Labeled each County Road with its road name.
  - d. Depicted and listed all private driveways the temporary water line will cross.
- 3) On the attached list(s), Company has listed in sequential order each County Road where company plans to lay temporary water lines.
- 4) The application fee is \$1,000.00 for temporary water lines occupying up to one mile of County Road right of way, plus \$500.00 for each additional mile, or portion of a mile. If Company has installed any portion of the proposed temporary waterline on a County Road right



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PERMIT # 34

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of way without an approved permit, the application fee is \$6,000.00 for temporary water lines occupying up to one mile of County Road right of way, plus \$500.00 for each additional mile, or portion of a mile.

5) The renewal fee is \$1,000.00, for temporary water lines occupying up to one mile of County Road right of way, plus \$500.00 for each additional mile, or portion of a mile. The renewal fee is due ten days prior to the expiration of the existing permit.

6) Violation of permit requirements. In the event Company fails to perform permit requirements as listed above, the following administrative penalties are due and payable, and must be paid prior to when the Company applies for ANY application or renewal permit for ANY right of way:

**ADMINISTRATIVE PENALTY :**

1. Failure to place required signs as required. up to \$500.00
2. Failure to repair water leaks within 24 hours of notification. up to \$500.00
3. Failure to remove pipe and other materials when complete. up to \$500.00
4. Failure to meet other requirements of the permit. up to \$500.00

7) In the event the Company, during the existence of the Permit, violates a provision of the Permit a second, or more, time, the penalty for the violation doubles in amount of the previous penalty amount, so that the Company is required to pay the following amounts:

**ADDITIONAL ADMINISTRATIVE PENALTIES :**

1. Failure to place required signs as required. up to \$1,000.00
2. Failure to repair water leaks within 24 hours of notification. up to \$1,000.00
3. Failure to remove pipe and other materials when complete. up to \$1,000.00
4. Failure to meet other requirements of the permit. up to \$1,000.00

8) Permit application, supporting documentation, and fee are to be submitted to the Fayette County Attorney's Office, 151 N. Washington Street #204, La Grange, Texas 78945. Incomplete applications will not be accepted.

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**CONTACT PERSON FOR PERMIT APPLICATION**

Questions regarding the Temporary Waterline Permit Application should be addressed to:

Print or type name Billy Guinn  
Title Crew Chief, Fayetteville Surface Operations  
Office Telephone 713-464-3699  
Office Fax N/A  
Cell Phone 318-207-2447  
Address 5851 San Felipe, Ste. 755  
City, State, Zip Houston, Texas, 77057  
Email Address g2bars@aol.com

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**PRIMARY 24 HOUR CONTACT PERSON(S) FOR EMERGENCIES**

During the period of operation under the permit, Fayette County may contact this agent of Company at any time:

Print or type name Blake Henry  
Title Operations Superintendent  
Office Telephone 979-520-0298  
Office Fax 979-836-7499  
Cell Phone 1-844-733-6205  
Address 5416 Hwy 290 West  
City, State, Zip Brenham, Texas, 77833  
Email Address bhenry@geosouthernenergy.com

**SECONDARY 24 HOUR CONTACT PERSON(S) FOR EMERGENCIES**

During the period of operation under the permit, Fayette County may contact this agent of Company at any time the primary contact cannot be reached:

Print or type name Taylor Schleier  
Title Company Landman in Charge  
Office Telephone (281)363-9161  
Office Fax \_\_\_\_\_  
Cell Phone \_\_\_\_\_  
Address 1425 Lake Front Circle, Suite 200  
City, State, Zip The Woodlands, Texas 77380  
Email Address tschleier@geosouthernenergy.com

FOR COUNTY USE ONLY

PERMIT # 34  
APPLICATION DATE: 7-22-21  
DATE OF EXPIRATION: 10-22-21

SUBMITTED this the 9th day of July, 20 21.

**SWORN TO, SUBSCRIBED, AND ALL TERMS AND CONDITIONS AGREED TO:**

Company Name GeoSouthern Operating II, LLC

Print or type Representative Name Devin Dansby

Title Vice-President, Land & Business Development

Office Telephone 281-363-9161

Office Fax \_\_\_\_\_

Cell Phone \_\_\_\_\_

Address 1425 Lake Front Circle, Suite 200

City, State, Zip The Woodlands, Texas, 77380

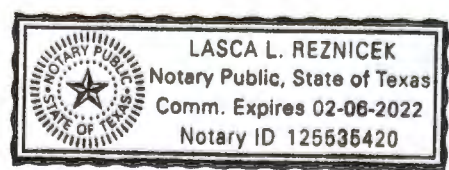
Email Address \_\_\_\_\_

THE STATE OF TEXAS §

COUNTY OF Montgomery §

BEFORE ME, the undersigned authority on this day personally appeared Devin Dansby (Name), Vice-President, Land & Business Development (Title) known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of GeoSouthern Operating II (Company) of The Woodlands, Texas (City and State), and that he/she executed the same as the act of such Company for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of July, 20 21.





FOR COUNTY USE ONLY

PERMIT # 34

APPLICATION DATE: 7-22-21

DATE OF EXPIRATION: 10-22-21

  
Notary Public Signature

**ACTION OF THE FAYETTE COUNTY COMMISSIONERS COURT  
CONCERNING THE APPLICATION**

The Foregoing Application is Approved and granted by Order of the Fayette County Commissioners Court on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Joseph F. Weber  
Fayette County Judge

**ATTEST:**

\_\_\_\_\_  
Brenda Fietsam  
Fayette County Clerk and  
Clerk of Commissioners Court







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) :  
9/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS ON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Commercial Global Insurance Services of CA, LLC 20 Pacifica, Suite 450 Irvine, CA 92618  www.cgisllc.com                      CA DOI License No. 0G13559	<b>CONTACT NAME:</b> Commercial Global Insurance Services of CA, LLC	
	<b>PHONE (A/C, No, Ext):</b> 949-600-7995	<b>FAX (A/C, No):</b> 949-600-7998
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Federal Insurance Company		20281
<b>INSURER B:</b>		
<b>INSURER C:</b> Texas Mutual Insurance Company		22945
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

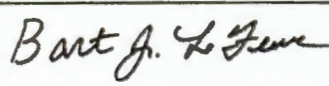
**COVERAGES**                      **CERTIFICATE NUMBER:** 57510147                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		3581-69-51	7/15/2020	7/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	TSF0001081789	9/14/2020	9/14/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Application for permit to lay temporary water line in road right of way - Klaus Rd, Haw Creek Rd, Coufal Rd, Sykora Rd, Fayette County, TX  
Certificate holder is included as an additional insured per attached form 42-02-1678 10/01 but only if required by written contract with the named insured prior to an occurrence and subject to all policy terms/conditions.

<b>CERTIFICATE HOLDER</b> Application for permit to lay temporary water line in road right of way  Fayette County, Texas Attn: County Atty's Office 151 N. Washington Street #204 La Grange TX 78945	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Bart J. Le Fevre/KSK
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20. **SUBJECT: Hear report from Craig Moreau, Emergency Management Coordinator.**

ACTION:

PERSONS APPEARING BEFORE THE COURT: **Craig Moreau**

MOVED BY COMMR. \_\_\_\_\_, SECONDED BY COMMR. \_\_\_\_\_

Commr. McBroom, vote for \_\_\_\_, vote against \_\_\_\_\_

Commr. Sternadel, vote for \_\_\_\_, vote against \_\_\_\_\_

Commr. Berckenhoff, vote for \_\_\_\_, vote against \_\_\_\_\_

Commr. Brossmann, vote for \_\_\_\_, vote against \_\_\_\_\_

Judge Weber, vote for \_\_\_\_\_, vote against \_\_\_\_\_

UNOFFICIAL



21. **SUBJECT: Consider, discuss, and take appropriate action regarding an extension to the COVID-19 employee leave.**

ACTION:

PERSONS APPEARING BEFORE THE COURT:

MOVED BY COMMR. \_\_\_\_\_, SECONDED BY COMMR. \_\_\_\_\_

Commr. McBroom, vote for \_\_\_\_, vote against \_\_\_\_\_

Commr. Sternadel, vote for \_\_\_\_, vote against \_\_\_\_\_

Commr. Berckenhoff, vote for \_\_\_\_, vote against \_\_\_\_\_

Commr. Brossmann, vote for \_\_\_\_, vote against \_\_\_\_\_

Judge Weber, vote for \_\_\_\_\_, vote against \_\_\_\_\_

UNOFFICIAL


THE STATE OF TEXAS     §  
  §  
COUNTY OF FAYETTE     §

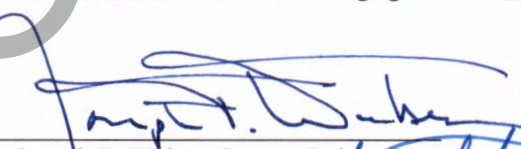
**FAYETTE COUNTY COMMISSIONERS COURT TEMPORARY ORDER  
CONCERNING COVID-19**

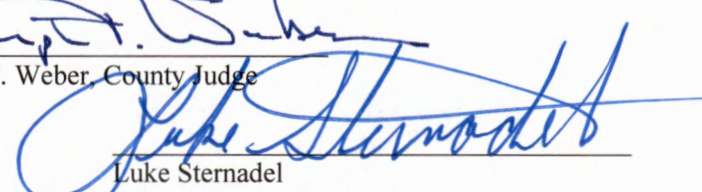
**IT IS HEREBY ORDERED** by the Commissioners Court of Fayette County, Texas, who, in response to the COVID-19 Pandemic approved the following addendum to be made to the Fayette County Personnel Manual during Special Commissioners Court session on January 21, 2021 to go into effect January 1, 2021 and will remain in effect until July 1, 2021 or until further notice from the Fayette County Commissioners Court.

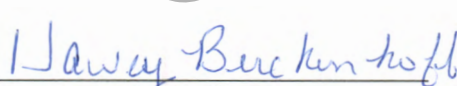
- A. Fayette County will provide its employees with up to two weeks (80 hours) total of COVID-19 specific paid sick leave hours based on their regular rate of pay, or the applicable state or Federal minimum wage, for any employee who is affected by COVID-19 and ordered to quarantine by a medical licensed physician. The COVID-19 leave hours under this Order are one-time additional granted leave hours to be used specifically for COVID-19 or COVID-19 exposures. Once the COVID-19 leave is expended, the employee will have to use their accrued sick leave for future COVID-19 related exposures or illness.
  
- B. If an employee is subject to COVID-19 leave, the employee will be required to provide the Fayette County Auditor’s Office with a written notice from a medical provider regarding recommended changes to their work location if applicable.

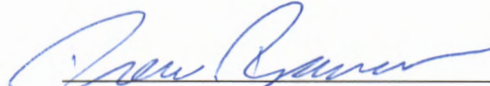
**CONSIDERED, APPROVED, ADOPTED, MADE, RESOLVED, ORDERED, SIGNED, AND DONE IN OPEN MEETING AND OPEN COURT** by vote of the Fayette County Commissioners Court on this the 21st day of January, 2021, upon motion of McBroom, seconded by Brossmann, with five members of the Commissioners Court being present, 5 members of Commissioners Court voting in favor thereof, 0 members voting against and 0 members abstaining.

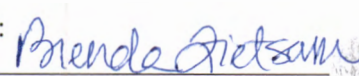
  
\_\_\_\_\_  
Jason McBroom  
Commissioner, Precinct No. 1

  
\_\_\_\_\_  
Joseph F. Weber, County Judge

  
\_\_\_\_\_  
Luke Sternadel  
Commissioner, Precinct No. 2

  
\_\_\_\_\_  
Harvey Berckenhoff  
Commissioner, Precinct No. 3

  
\_\_\_\_\_  
Drew Brossmann  
Commissioner, Precinct No. 4

ATTEST:   
\_\_\_\_\_  
Brenda Fietsam, County Clerk



22. **SUBJECT: Consider, discuss, and take appropriate action in adopting a resolution on paid quarantine leave for fire fighters, peace officers, detention officers, and emergency medical technicians in accordance with Texas HB2073.**

ACTION:

PERSONS APPEARING BEFORE THE COURT:

MOVED BY COMMR. \_\_\_\_\_, SECONDED BY COMMR. \_\_\_\_\_  
Commr. McBroom, vote for \_\_\_\_, vote against \_\_\_\_\_  
Commr. Sternadel, vote for \_\_\_\_, vote against \_\_\_\_\_  
Commr. Berckenhoff, vote for \_\_\_\_, vote against \_\_\_\_\_  
Commr. Brossmann, vote for \_\_\_\_, vote against \_\_\_\_\_  
Judge Weber, vote for \_\_\_\_\_, vote against \_\_\_\_\_

STATE OF TEXAS        }  
  }  
COUNTY OF FAYETTE    }

## **Resolution on Paid Quarantine Leave for Fire Fighters, Peace Officers, Detention Officers, and Emergency Medical Technicians**

In accordance with Texas House Bill 2073, Fayette County shall provide paid quarantine leave for fire fighters, peace officers, detention officers, and emergency medical technicians employed by Fayette County and ordered by a supervisor or the health authority to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty. This includes fire fighters, peace officers, detention officers and emergency medical technicians, as defined by this policy, who are employed by, appointed to or elected to their position.

*"Detention Officer"* means an individual appointed or employed by a county as a county jailer or other individual responsible for the care and custody of individuals incarcerated in a county jail.

*"Emergency Medical Technician"* means an individual who is certified as an emergency medical technician under Chapter 773, Health and Safety Code; and employed by the county.

*"Fire Fighter"* means a paid employee of a municipal fire department or emergency services district who holds a position that requires substantial knowledge of firefighting; has met the requirements for certification by the Texas Commission on Fire Protection under Chapter 419, Government Code; and performs a function listed in Section 143.003(4)(A).

*"Health Authority"* has the meaning assigned by Section 121.021, Health and Safety Code. A health authority is a physician appointed under the provisions of Chapter 121 to administer state and local laws relating to public health within the appointing body's jurisdiction. A health authority must be: a competent physician with a reputable professional standing who is legally qualified to practice medicine in the state and a resident of the state. They must take an official oath and file with the department.

For counties that do not establish a local health department or public health district, they may appoint a physician as health authority to administer state and local laws relating to public health in the county's jurisdiction.

*"Peace Officer"* means an individual described by Article 2.12, Code of Criminal Procedure, who is elected for, employed by, or appointed by the county.

Eligible employees who are on qualifying paid quarantine leave shall receive all employment benefits and compensation, including leave accrual, retirement, and health benefits for the duration of the leave; and, if applicable, shall be reimbursed for reasonable costs related to the quarantine, including lodging, medical, and transportation. An employee on qualifying paid quarantine leave will not have their leave balances reduced.

Off duty exposures will not be covered under this policy.



**NOW, THEREFORE, BE IT ORDERED, by the Commissioners Court of Fayette County, that**

In accordance with Texas House Bill 2073, Fayette County shall provide paid quarantine leave for fire fighters, peace officers, detention officers, and emergency medical technicians employed by Fayette County and ordered by a supervisor or the health authority to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty. This includes fire fighters, peace officers, detention officers and emergency medical technicians, as defined by this policy, who are employed by, appointed to or elected to their position.

The foregoing Resolution was lawfully moved on by \_\_\_\_\_, duly seconded by \_\_\_\_\_, and duly adopted by the Fayette County Commissioners Court, the \_\_ day of July, 2021.

\_\_\_\_\_  
Joseph F. Weber, Fayette County Judge

\_\_\_\_\_  
Jason McBroom, Commissioner, Prct. 1 and  
Fayette County Judge Pro Tem

\_\_\_\_\_  
Harvey Berckenhoff, Commissioner, Prct. 3

\_\_\_\_\_  
Luke Sternadel, Commissioner, Prct. 2

\_\_\_\_\_  
Drew Brossmann, Commissioner, Prct. 4

ATTEST:

\_\_\_\_\_  
Brenda Fietsam, County Clerk and  
Clerk of the Commissioners Court

23. **SUBJECT: Consider and take appropriate action in approving Advance Funding Agreement, for the replacement or rehabilitation of a bridge off the state system, between the Texas Department of Transportation and Fayette County, Texas re: Halstedt Rd over Wertzner Creek (Precinct 2).**

ACTION:

PERSONS APPEARING BEFORE THE COURT:

MOVED BY COMMR. \_\_\_\_\_, SECONDED BY COMMR. \_\_\_\_\_  
Commr. McBroom, vote for \_\_\_\_, vote against \_\_\_\_\_  
Commr. Sternadel, vote for \_\_\_\_, vote against \_\_\_\_\_  
Commr. Berckenhoff, vote for \_\_\_\_, vote against \_\_\_\_\_  
Commr. Brossmann, vote for \_\_\_\_, vote against \_\_\_\_\_  
Judge Weber, vote for \_\_\_\_\_, vote against \_\_\_\_\_



# MEMO

July 7, 2021

**To:** Jasmine Galjour, P.E.  
Bridge Division

**From:** Holly Netardus, P.E.  
Yoakum District

**Subject:** Advance Funding Agreement for Bridge Replacement or Rehabilitation Off the State System  
CSJ: 0913-28-088; Amendment #: N/A.  
Local Government: Fayette County

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The following information relates to the above referenced Bridge AFA:

1. Number of original counterparts for execution attached: [Click here to enter number.](#)
2. This standard Bridge Agreement **has** / **has not** been modified. (circle one)
3. If modified, date of Bridge approval: N/A
4. Modifications made are as follows: N/A

Approval of this contract is requested.

Attachment

OUR VALUES: *People • Accountability • Trust • Honesty*

OUR MISSION: *Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.*

CSJ # 0913-28-088  
District # 13 - Yoakum  
Code Chart 64 # 50076  
Project: Halsted Rd over Wertzner Creek  
NBI Structure # 13-076-0-AA01-79-001  
Federal Highway Administration  
CFDA Title: Highway Planning and Construction  
CFDA No.: 20.205  
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT  
For Bridge Replacement or Rehabilitation  
Off the State System**

**THIS Advance Funding Agreement (the Agreement)** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the **County of Fayette**, acting by and through its duly authorized officials, called the "Local Government."

**WITNESSETH**

**WHEREAS**, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

**WHEREAS**, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

**WHEREAS**, the Local Government owns one or more bridges on a public road or street located at **Wertzner Creek on Halsted Rd**, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number **115814**, dated **August 27, 2020**; and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment A for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment B, which is attached to and made a part of this agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:



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## AGREEMENT

### 1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

### 2. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or
- D. The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

### 3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

### 4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

### 5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

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**6. Right of Way and Real Property**

- A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

**7. Adjustment of Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

**8. Environmental Assessment and Mitigation**

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, Estimate of Direct Costs.
- C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

**9. Compliance with Texas Accessibility Standards and ADA**

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility

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Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**10. Architectural and Engineering Services**

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

**11. Construction Responsibilities**

- A.** The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B.** Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

**12. Project Maintenance**

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

**13. Local Project Sources and Uses of Funds**

- A.** A Project Cost Estimate is provided in Attachment D, Estimate of Direct Costs.
- B.** Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- C.** The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In

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addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.

- D.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E.** After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F.** Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.
- G.** If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H.** Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied to the State Project.

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- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
- L. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to     N/A     percent (     %).
- N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices



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more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

**14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)**

- A.** Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this Agreement shows a list of EMPs under this Agreement.
- B.** Project Cost Estimate for PWP. Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.
- C.** Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this Agreement.
- D.** Responsibilities of the Local Government on EMPs.
1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.
  2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWPs.
  3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs.

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4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.

E. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

**15. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division  
Texas Department of Transportation  
125 E. 11<sup>th</sup> Street  
Austin, Texas 78701

Local Government: County of Fayette  
Attn: County Judge  
151 N. Washington St., Room 301  
La Grange, TX 78945

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**16. Legal Construction**

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

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**17. Responsibilities of the Parties**

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**18. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**19. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**20. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this Agreement.

**21. Office of Management and Budget (OMB) Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**22. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

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### **23. Inspection of Books and Records**

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

### **24. Civil Rights Compliance**

- A. Compliance with Regulations:** The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination:** The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports:** The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will

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so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance:** In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
  2. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions:** The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

**25. Disadvantaged Business Enterprise (DBE) Program Requirements**

- A.** The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B.** The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C.** The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D.** The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E.** The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall



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take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

## 26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

## 27. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the



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awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 28. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  - 1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.sam.gov/portal/public/SAM/>;
  - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  - 3. Report the total compensation and names of its top five (5) executives to the State if:

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- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**29. Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

**30. Local Government Restrictions**

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

**31. Single Audit Report**

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY\_\_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

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### **32. Pertinent Non-Discrimination Authorities**

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C.** Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E.** The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F.** Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G.** The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H.** Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I.** The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J.** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

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- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

**33. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

In Progress

UNOFFICIAL

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**Each Party is signing this agreement on the date stated under that party's signature.**

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

Joe Weber  
\_\_\_\_\_  
Typed or Printed Name

County Judge  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
Graham Bettis, P.E.  
Bridge Division Director  
Texas Department of Transportation

\_\_\_\_\_  
Date

UNOFFICIAL  
In Progress

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**ATTACHMENT A  
 RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT**

RESOLUTION

The State of Texas  
 County of **Fayette**

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, **Fayette County**, hereinafter referred to as the Local Government owns a bridge located at **Wertzner Creek on Halsted Rd**, National Bridge Inventory (NBI) Structure Number **13-076-0-AA01-79-001**; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number **115814** dated **08/27/2020**, Control-Section-Job (CSJ) Number **0913-28-088**; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is **\$48,198.15** (dollars), hereinafter referred to as the "participation-waived" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

THEREFORE, BE IT RESOLVED that the Local Government perform, or cause to be performed, the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project not yet awarded:

LOCATION (and NBI structure identification number, if applicable)	ON SCHOOL BUS ROUTE?	DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK	ESTIMATED COST
<b>Schoenst Rd over Draw</b> (1.37 mi NE of Round Top Rd)	<b>Yes</b>	<b>Replace Non-Bridge Class Structure</b>	<b>\$ 56,100.00</b>



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BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, the Local Government approves the execution of an Advance Funding Agreement with the State for the participation-waived project or amendment to a previous Advance Funding Agreement executed between the State and Local Government. The County Judge is authorized to execute the agreement on behalf of the Local Government.

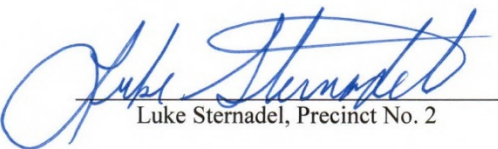
Approved this the 24<sup>th</sup> day of June 2021.

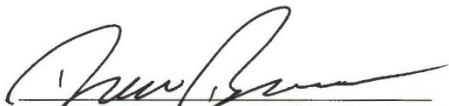
(ABSENT)  
\_\_\_\_\_  
Joe Weber, County Judge

*County Commissioners*

(ABSENT)  
\_\_\_\_\_  
Jason McBroom, Precinct No. 1

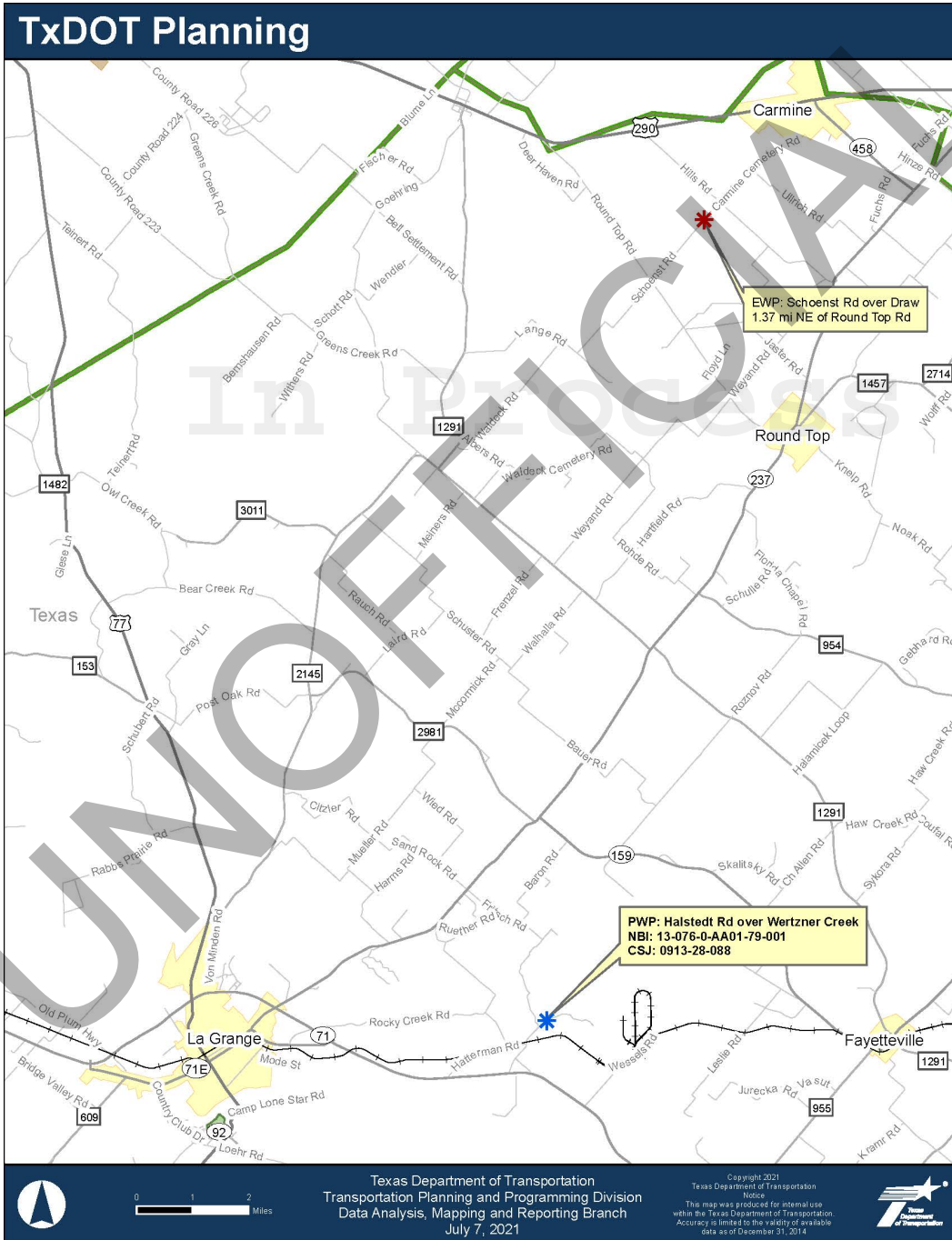
  
\_\_\_\_\_  
Harvey Berckenhoff, Precinct No. 3

  
\_\_\_\_\_  
Luke Sternadel, Precinct No. 2

  
\_\_\_\_\_  
Drew Brossmann, Precinct No. 4

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## ATTACHMENT B PROJECT LOCATION MAP



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**ATTACHMENT C \*\***  
**LIST OF DISTRICT ENGINEER APPROVED**  
**EQUIVALENT-MATCH PROJECTS**

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Schoenst Rd over Draw (1.37 mi NE of Round Top Rd) (30.11862778, -96.72204722)	Yes	No	Replace Non-Bridge Class Structure	\$56,100.00
<b>Total</b>				\$56,100.00
<b>EMP work credited to this PWP*</b>				\$48,198.15
<b>Balance of EMP work available to associated PWPs</b>				N/A
<b>Associated PWPs CSJs</b>		<b>Amount to be Credited to Associated PWPs</b>		

\*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

\*\*This attachment not applicable for non-PWPs.

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## ATTACHMENT D ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	<u>(1) \$21,021.00</u>	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation		<u>(3) \$2,102.10</u>
Construction	<u>\$429,000.00</u>	
Engineering and Contingency (E&C)	<u>\$31,960.50</u>	
The Sum of Construction and E&C	<u>(2) \$460,960.50</u>	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		<u>(4) \$46,096.05</u>
Amount of Advance Funds Paid by Local Government *		<u>(5) \$0.00</u>
Amount of Advance Funds to be Paid by Local Government *		<u>(6) \$0.00</u>
Balance of Local Government Participation which is to be Waived where the Project is a PWP		<u>(3+4-5-6) \$48,198.15</u>
Total Project Direct Cost	<u>(1+2) \$481,981.50</u>	

\*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C. \$48,198.15

**Certificate Of Completion**

Envelope Id: 8F2D5E3B435E4BBA908DBEF998CAFA97  
 Subject: Please DocuSign: 0913-28-088\_AFA.pdf  
 Source Envelope:  
 Document Pages: 23  
 Certificate Pages: 4  
 AutoNav: Enabled  
 Enveloped Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent  
 Envelope Originator:  
 Holly Netardus  
 125 E. 11th Street  
 Austin, TX 78701  
 holly.netardus@txdot.gov  
 IP Address: 204.64.21.250

**Record Tracking**

Status: Original  
 7/8/2021 9:50:17 AM  
 Holder: Holly Netardus  
 holly.netardus@txdot.gov  
 Location: DocuSign

**Signer Events**

Signature	Timestamp
Joe Weber joe.weber@co.fayette.tx.us County Judge Security Level: Email, Account Authentication (None)	Sent: 7/8/2021 9:52:36 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 6/3/2021 9:56:20 AM ID: 7fd30c6a-d8ab-45e9-b473-e6f2f05a6646	

**In Person Signer Events**

Signature	Timestamp

**Editor Delivery Events**

Status	Timestamp

**Agent Delivery Events**

Status	Timestamp

**Intermediary Delivery Events**

Status	Timestamp

**Certified Delivery Events**

Status	Timestamp

**Carbon Copy Events**

Status	Timestamp
Cassie Austin cassie.austin@co.fayette.tx.us Security Level: Email, Account Authentication (None)	Sent: 7/8/2021 9:52:36 AM Viewed: 7/8/2021 11:49:58 AM

**COPIED**

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Witness Events**

Signature	Timestamp

**Notary Events**

Signature	Timestamp

**Envelope Summary Events**

Status	Timestamps
Envelope Sent	Hashed/Encrypted 7/8/2021 9:52:36 AM

**Payment Events**

Status	Timestamps

**Electronic Record and Signature Disclosure**



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Texas Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Texas Department of Transportation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevin.setoda@txdot.gov

**To advise Texas Department of Transportation of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevin.setoda@txdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Texas Department of Transportation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Texas Department of Transportation**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Texas Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Texas Department of Transportation during the course of my relationship with you.

**24. SUBJECT: Approve Capital Area Council of Governments Interlocal Contract for Implementation of Solid Waste Management activities FY2021 Amendment 1.**

ACTION:

PERSONS APPEARING BEFORE THE COURT:

MOVED BY COMMR. \_\_\_\_\_, SECONDED BY COMMR. \_\_\_\_\_  
Commr. McBroom, vote for \_\_\_\_, vote against \_\_\_\_\_  
Commr. Sternadel, vote for \_\_\_\_, vote against \_\_\_\_\_  
Commr. Berckenhoff, vote for \_\_\_\_, vote against \_\_\_\_\_  
Commr. Brossmann, vote for \_\_\_\_, vote against \_\_\_\_\_  
Judge Weber, vote for \_\_\_\_\_, vote against \_\_\_\_\_

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**CAPITAL AREA COUNCIL OF GOVERNMENTS INTERLOCAL CONTRACT  
FOR IMPLEMENTATION OF SOLID WASTE MANAGEMENT ACTIVITIES  
FY 2021**

**AMENDMENT I**

The Capital Area Council of Governments (hereafter, CAPCOG) and the agreeing party (hereafter, SUBRECIPIENT) entered into a contract on August 7, 2020 as authorized by the Interlocal Cooperation Act, Texas Government Code Section 791.00 et seq, and the Solid Waste Disposal Act, Chapter 361 of the Texas Health and Safety Code.

This Solid Waste Interlocal Contract is amended as follows:

**Amendment to Scope of Services**

Article II General Contract Provisions, Section 2.02 Scope of Services (b) is amended to increase the amount of the award under Contract #21-12-02 to \$16,800 for unanticipated overages realized while implementing a Solid Waste Grant for a Household Hazardous Waste Storage Container.

**Amendment to Period of Performance**

Article II General Contract Provisions, Section 2.03 Period of Performance, is amended to extend the period of performance to end on August 15, 2021. This amendment is pursuant to the authority in Section 2.09 of the Contract.

This document should be maintained with the CAPCOG Contract #21-12-02 documents and records.

**ACCEPTANCE**

Each individual signing this Amendment #1 on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

Except as amended herein, the terms and conditions of the original INTERLOCAL CONTRACT FOR IMPLEMENTATION OF SOLID WASTE MANAGEMENT ACTIVITIES, FY 2020-2021 remain in full force and effect.

PRIMARY: Capital Area Council of Governments

SUBRECIPIENT: Fayette County

Contract #: 21-12-02

Award: \$16,800



## Contracting Parties

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**PRIMARY:** Capital Area Council of Governments

**Signature:** \_\_\_\_\_

**Printed Name:** Betty Voights

**Title:** Executive Director

**Date:** \_\_\_\_\_

**SUBRECIPIENT:** Fayette County

**Signature:** \_\_\_\_\_

**Printed Name:** Joe Weber

**Title:** Fayette County Judge

**Date:** \_\_\_\_\_

25. **SUBJECT: Acknowledge the new service drop plans of Colorado Valley Telephone Cooperative, Inc (CVTC) to install new buried fiber optic cables and copper cables within the corridors of the following road(s): Davis Rd, (Precinct 1), and Valenta Rd, (Precinct 3).**

ACTION:

PERSONS APPEARING BEFORE THE COURT:

MOVED BY COMMR. \_\_\_\_\_, SECONDED BY COMMR. \_\_\_\_\_  
Commr. McBroom, vote for \_\_\_\_, vote against \_\_\_\_\_  
Commr. Sternadel, vote for \_\_\_\_, vote against \_\_\_\_\_  
Commr. Berckenhoff, vote for \_\_\_\_, vote against \_\_\_\_\_  
Commr. Brossmann, vote for \_\_\_\_, vote against \_\_\_\_\_  
Judge Weber, vote for \_\_\_\_\_, vote against \_\_\_\_\_

July 15, 2021

Honorable Judge Joe Weber  
Fayette County Judge  
151 N Washington St Rm 301  
La Grange, Tx. 78945

RE: Distribution Facilities Service Drops

Dear Judge Weber

Colorado Valley Telephone Cooperative, Inc. requests approval from the Commissioners Court for the installation of new FIBER OPTIC and COPPER CABLE in the corridors of the following County Roads:

4023 Davis Rd	(fiber service drop) Pct # 1	3429 Valenta Rd	(fiber service drop) Pct # 3

For your review I have enclosed a set of "staking sheets" depicting the proposed facility alignment within the County Road corridor. The proposed cables are highlighted to distinguish them from other lines in the drawings. Also for your convenience, I have enclosed an aerial map showing the general vicinity of the proposed construction highlighted in yellow.

Please acknowledge approval of this request with your signature and date below.  
Return one signed set in the enclosed envelope. The other set is for your files

Approved by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Please call me at 979-242-5911 or 979-966-3769 if you have any questions.

Sincerely,



Brian R. Mueller  
Field Engineer

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26. **SUBJECT: Acknowledge the plans of Sparklight Communications to replace an existing communications line under the following road(s): Richard Rd, (Precinct 3) then continuing in the right-of-way of privately owned property toward Country Club Drive.**

ACTION:

PERSONS APPEARING BEFORE THE COURT: **Harvey Berckenhoff**

MOVED BY COMMR. \_\_\_\_\_, SECONDED BY COMMR. \_\_\_\_\_  
Commr. McBroom, vote for \_\_\_\_, vote against \_\_\_\_\_  
Commr. Sternadel, vote for \_\_\_\_, vote against \_\_\_\_\_  
Commr. Berckenhoff, vote for \_\_\_\_, vote against \_\_\_\_\_  
Commr. Brossmann, vote for \_\_\_\_, vote against \_\_\_\_\_  
Judge Weber, vote for \_\_\_\_\_, vote against \_\_\_\_\_



**Cassie Austin**

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**From:** Kubos, John <John.Kubos@sparklight.biz>  
**Sent:** Monday, July 19, 2021 10:00 AM  
**To:** cassie.austin@co.fayette.tx.us  
**Subject:** Sparklight Communications proposed boring of Richard Road  
**Attachments:** temp on country club La Grange.pdf

Cassie,

Here is a drawing depicting where we plan to replace the bad line crossing Richard Road and the parallel to Country Club.

**John Kubos**

**Technical Operations Manager | Sparklight**

T: 979-338-9589

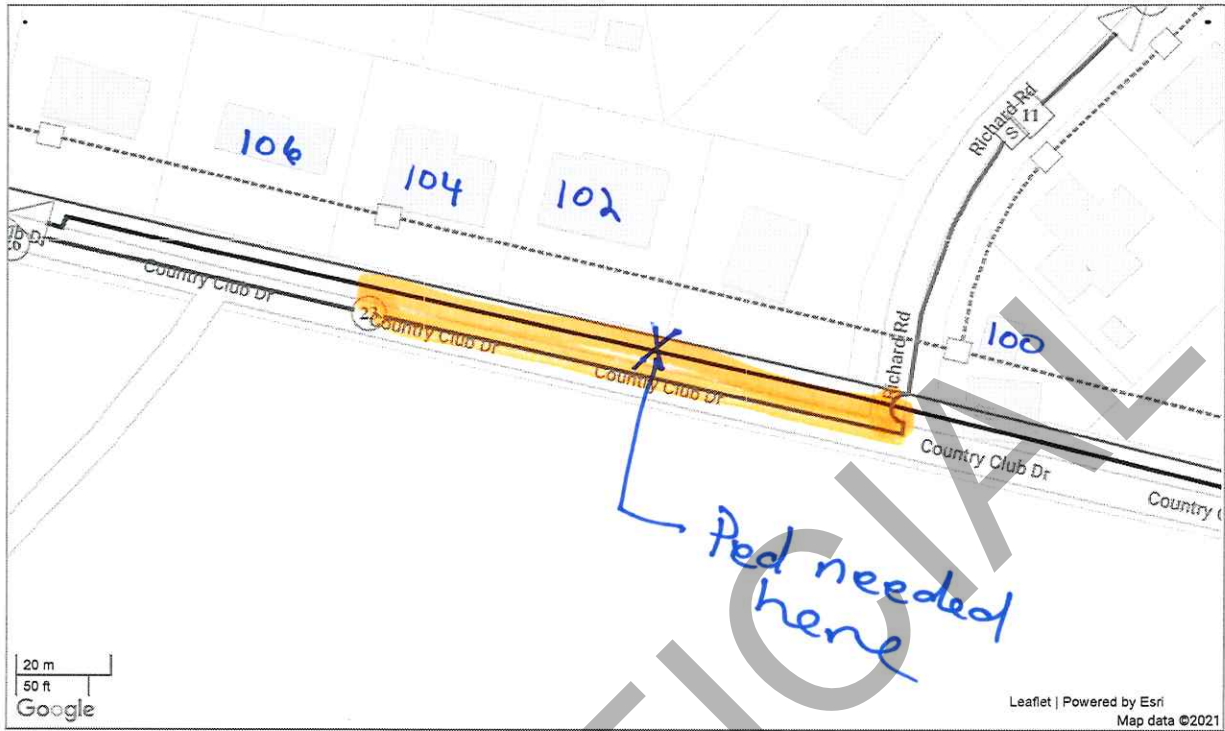
840 E Travis

La Grange Tx 78945

[john.kubos@sparklight.biz](mailto:john.kubos@sparklight.biz)

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IQGeo®



100 to ped between 104 and 106 Country Club Drive La Grange Tx 500 temp on ground

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**27. SUBJECT: Authorize County Clerk Deputies Tamah Thomas and Crystal Landry to attend the Texas College of Probate Judges Probate Conference August 26-27, 2021 in San Antonio, Texas.**

ACTION:

PERSONS APPEARING BEFORE THE COURT:

MOVED BY COMMR. \_\_\_\_\_, SECONDED BY COMMR. \_\_\_\_\_  
Commr. McBroom, vote for \_\_\_\_, vote against \_\_\_\_\_  
Commr. Sternadel, vote for \_\_\_\_, vote against \_\_\_\_\_  
Commr. Berckenhoff, vote for \_\_\_\_, vote against \_\_\_\_\_  
Commr. Brossmann, vote for \_\_\_\_, vote against \_\_\_\_\_  
Judge Weber, vote for \_\_\_\_\_, vote against \_\_\_\_\_

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28. **SUBJECT: Authorize Paul Zapalac, Recycle Center Director, to attend the Capital Area Regional Environmental Task Force Basic Environmental Law Training Course July 27, 2021 in Luling, Texas.**

ACTION:

PERSONS APPEARING BEFORE THE COURT:

MOVED BY COMMR. \_\_\_\_\_, SECONDED BY COMMR. \_\_\_\_\_  
Commr. McBroom, vote for \_\_\_\_, vote against \_\_\_\_\_  
Commr. Sternadel, vote for \_\_\_\_, vote against \_\_\_\_\_  
Commr. Berckenhoff, vote for \_\_\_\_, vote against \_\_\_\_\_  
Commr. Brossmann, vote for \_\_\_\_, vote against \_\_\_\_\_  
Judge Weber, vote for \_\_\_\_\_, vote against \_\_\_\_\_

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29. **SUBJECT: Consider and take appropriate action concerning Letter of Engagement from Trlicek & Co. P.C.**

ACTION:

PERSONS APPEARING BEFORE THE COURT: **Cindy Havelka**

MOVED BY COMMR. \_\_\_\_\_, SECONDED BY COMMR. \_\_\_\_\_

Commr. McBroom, vote for \_\_\_\_, vote against \_\_\_\_\_

Commr. Sternadel, vote for \_\_\_\_, vote against \_\_\_\_\_

Commr. Berckenhoff, vote for \_\_\_\_, vote against \_\_\_\_\_

Commr. Brossmann, vote for \_\_\_\_, vote against \_\_\_\_\_

Judge Weber, vote for \_\_\_\_\_, vote against \_\_\_\_\_

UNOFFICIAL



**30. SUBJECT: Consider and take appropriate action concerning approving the payment of currently due Fayette County bills and expenses.**

ACTION:

PERSONS APPEARING BEFORE THE COURT: **Cindy Havelka**

MOVED BY COMMR. \_\_\_\_\_, SECONDED BY COMMR. \_\_\_\_\_

Commr. McBroom, vote for \_\_\_\_, vote against \_\_\_\_\_

Commr. Sternadel, vote for \_\_\_\_, vote against \_\_\_\_\_

Commr. Berckenhoff, vote for \_\_\_\_, vote against \_\_\_\_\_

Commr. Brossmann, vote for \_\_\_\_, vote against \_\_\_\_\_

Judge Weber, vote for \_\_\_\_\_, vote against \_\_\_\_\_

UNOFFICIAL

**31. SUBJECT: Accept, approve and enter into a Grant Agreement between Texas Department of Transportation and Fayette County, Texas on behalf of the Fayette Regional Air Center regarding the Airport Coronavirus Relief Grant Program.**

ACTION:

PERSONS APPEARING BEFORE THE COURT: **Debra Maddox**

MOVED BY COMMR. \_\_\_\_\_, SECONDED BY COMMR. \_\_\_\_\_  
Commr. McBroom, vote for \_\_\_\_, vote against \_\_\_\_\_  
Commr. Sternadel, vote for \_\_\_\_, vote against \_\_\_\_\_  
Commr. Berckenhoff, vote for \_\_\_\_, vote against \_\_\_\_\_  
Commr. Brossmann, vote for \_\_\_\_, vote against \_\_\_\_\_  
Judge Weber, vote for \_\_\_\_\_, vote against \_\_\_\_\_

**TEXAS DEPARTMENT OF TRANSPORTATION  
AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM GRANT AGREEMENT**

**PART I – OFFER**

Offer Date	<u>June 28, 2021</u>
Airport	<u>Fayette Regional Air Center</u>
CARES Grant Number	<u>21CRLAGRG</u>
Unique Entity Identifier	<u>045681186</u>
TO:	<u>Fayette County, Texas</u> <b>(herein called the "Sponsor")</b>

FROM: The State of Texas, acting through the Texas Department of Transportation (herein called the "State")

**WHEREAS**, the Sponsor has submitted to the State an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated June 2, 2021, for a grant of Federal funds at or associated with Fayette Regional Air Center; which is included as part of this ACRGP Grant Agreement, (herein called the "Grant");

This Agreement is made and entered into by and between the Texas Department of Transportation, (hereinafter referred to as the "State"), for and on behalf of the State of Texas, and Fayette County, Texas, (herein called the "Sponsor").

**WHEREAS**, Fayette County has accepted the terms of the State's Grant offer;

**WHEREAS**, in consideration of the promises, representations and assurances provided by the Sponsor, the State has approved the Grant Application for Fayette Regional Air Center consisting of the following:

**WHEREAS**, the purpose of this Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this Grant must only be used for purposes directly related to the airport and shall be provided to such covered airport using this Grant which include the terms, conditions, and assurances attached hereto. Such purposes can include the reimbursement of an airport's costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens in accordance with the limitations prescribed in the Act and incurred no earlier than January 20, 2020. This Grant also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this Grant will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combatting the spread of pathogens may not be funded with this Grant.

**NOW THEREFORE**, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the ACRGP Request for Funding, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the

conditions as herein provided,

**THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR AND ON BEHALF OF THE STATE OF TEXAS, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is.

The following amount represents the calculation of the maximum total obligation available under the provisions of the CRRSA Act, provided to the Sponsor according to CRRSA Act formulas:

\$13,000

2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this Grant. The end date of the period of performance is June 6, 2025.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the State authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the State has determined to be unallowable under ACRGP.
4. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
5. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant, the CRRSA Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the State any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from State. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this Grant and any addendum that may be attached hereto at a later date by mutual consent.
6. **Amendments or Withdrawals before Grant Acceptance.** The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
7. **Offer Expiration Date.** This offer will expire and the State will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before April 1, 2025, or such subsequent date as may be prescribed in writing by the State.
8. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal

antitrust statutes, or misused in any other manner, including uses that violate this Grant, the CRRSA Act or other provision of applicable law. For the purposes of this Grant, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the State. The Sponsor must furnish to the State, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the State.

9. **State of Texas Not Liable for Damage or Injury.** The State is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant, including, but not limited to, any action taken by the Sponsor related to or arising from, directly or indirectly, this Grant.
10. **Electronic Grant Payment(s).** The Sponsor must use the eGrants system to electronically submit each pay request, and associated support documentation. The State will provide payment request forms to upload with supporting documentation. The State will review invoices manually to ensure payment eligibility and is committed to processing payments in a timely manner.
11. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
12. **Buy American.** Unless otherwise approved in advance by the State, in accordance with 49 U.S.C. § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any permitted use for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract under this Grant.
13. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the State.
14. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. Upon request of the State, the Sponsor shall provide one copy of the completed audit to the State.
15. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:
  - A. Verify the non-Federal entity is eligible to participate in this Federal program by:
    1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
    3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
  - B. Require prime contractors and subcontractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).



- C. Immediately disclose to the State whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

**16. Ban on Texting While Driving.**

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all contracts and subcontracts.

**17. Trafficking in Persons.**

- A. The Sponsor, as the recipient, and the Sponsor's employees, under this award, may not —
  - 1. Engage in severe forms of trafficking in persons during the period of time this Grant is in effect;
  - 2. Procure a commercial sex act during the period of time that the award is in effect; or
  - 3. Use forced labor in the performance of the Grant.
- B. The State as the awarding agency may unilaterally terminate this award, without penalty, if a Sponsor that is a private entity —
  - 1. Is determined to have violated a prohibition in paragraph A of this Grant term; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A of this Grant term through conduct that is either—
    - a. Associated with performance under this award; or
    - b. Assigned to the Sponsor using the standards and due process for directing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
  - 3. The Sponsor must inform the State immediately of any information received from any source alleging a violation of a prohibition in paragraph A during this Grant term.
  - 4. The State's right to terminate unilaterally that is described in paragraph A of this section:
    - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

- b. Is in addition to all other remedies for noncompliance that are available to the FAA and State under this Grant.

**18. Employee Protection from Reprisal.**

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of the Sponsor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
  - a. Gross mismanagement of a Federal grant;
  - b. Gross waste of Federal funds;
  - c. An abuse of authority relating to implementation or use of Federal funds;
  - d. A substantial and specific danger to public health or safety; or
  - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
  - a. A member of Congress or a representative of a committee of Congress;
  - b. An Inspector General;
  - c. The Government Accountability Office;
  - d. A Federal office or employee responsible for oversight of a grant program;
  - e. A court or grand jury;
  - f. A management office of the Sponsor; or
  - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

**19. Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the State prior to the date of this Grant.

**20. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the State and Sponsor fail to comply with this requirement, the State may suspend, cancel, or terminate this Agreement.

**21. Face Coverings Policy.** The Sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) guidelines and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the Airport property, except to the extent exempted under those requirements. This special

condition requires the airport Sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

## **SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS**

### **CONDITIONS FOR ROLLING STOCK/EQUIPMENT -**

1. **Equipment or Vehicle Replacement.** The Sponsor agrees to treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the Airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired using funds provided under this Grant:
  - a. Will be maintained and used at the Airport for which they were purchased; and
  - b. Will not be transferred, relocated, or used at another airport without the advance consent of the State.

The Sponsor further agrees to maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

### **CONDITIONS FOR UTILITIES AND LAND -**

1. **Utilities Proration.** For purposes of computing the Sponsor's share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor, as applicable, to operate and maintain airport(s) included in this Grant must not exceed the percent attributable to the capital or operating costs of the airport.
2. **Utility Relocation in Grant.** The Sponsor understands and agrees, that:
  - a. The State will not participate in the cost of any utility relocation unless and until the Sponsor, has submitted evidence satisfactory to the State, that the Sponsor is legally responsible for payment of such costs;
  - b. State participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
  - c. The utilities must serve a purpose directly related to the Airport for which the Grant is made.
3. **Land Acquisition.** Where funds provided for by this Grant used for the purpose of acquiring land, the State agrees and will require the Sponsor agree to record the Grant, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

## SPECIAL CONDITIONS FOR SPECIFIC ACRGP FUNDING- TOWER

### CONDITION FOR FAA FEDERAL CONTRACT TOWERS FUNDS –

1. **ACRGP FCT Operations**. The Sponsor agrees to use the funds in this Grant allocated specifically to cover lawful expenses to support Federal Contract Tower operations in accordance with the CRRSA Act, Public Law 116-260, Division M, Title IV. Use of these funds is limited to the following:
  - a. expenses incurred by the Sponsor on or after December 27, 2020 to support Federal Contract Tower operations such as payroll, utilities, cleaning, sanitization, janitorial services, service contracts, and combating the spread of pathogens, which may include items generally having a limited useful life, including personal protective equipment and cleaning supplies, as well as debt service payments; and
  - b. eligible equipment for Federal Contract Tower operations defined in [FAA Reauthorization Program Guidance Letter](#) 19-02, Appendix A: FCT Minimum Equipment List, acquired on or after December 27, 2020.

The Sponsor may not use funds allocated for Federal Contract Tower operations for other airport purposes. The Sponsor agrees to submit invoices for reimbursement for these funds separately from other invoices for funds provided in this Grant. Funds not expended under this condition are subject to recovery by FAA.

**PART II - ACCEPTANCE**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application. The Sponsor understands funding made available under this Grant may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, the Grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: \_\_\_\_\_

\_\_\_\_\_  
*Fayette County, Texas*

*Fayette County, Texas*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:**

\_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:**

\_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*



The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the ACRGP, constituting the contractual obligations and rights of the State and the Sponsor with respect to the accomplishment of the grant application and compliance with the assurances and conditions as provided herein. Such Grant shall become effective upon the Sponsor's acceptance of this Offer.

**STATE OF TEXAS  
TEXAS DEPARTMENT OF  
TRANSPORTATION**

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*(Signature)*

Dan Harmon

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*(Typed Name)*

Director, Aviation Division

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*(Title)*

**AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)  
ASSURANCES  
AIRPORT SPONSORS**

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**A. General.**

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Relief and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law Number, Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

**B. Sponsor Certification.**

The Sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

**FEDERAL LEGISLATION**

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- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 - Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 14005 - Ensuring the Future Is Made in All of America by All of America's Workers.

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>3,4</sup>
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>

- h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).<sup>1</sup>
- j. 49 CFR Part 20 - New restrictions on lobbying.
- k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 - Participation by Disadvantaged Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- o. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 - Seismic Safety.

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**FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>4</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

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**SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. **Purpose Directly Related to the Airport.** It certifies that the reimbursement sought is for a purpose directly related to the Airport.
2. **Responsibility and Authority of the Sponsor.**
  - a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
  - b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.
3. **Good Title.** It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
4. **Preserving Rights and Powers.**
  - a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
  - b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the Airport will continue to function as a public-use airport in accordance with this Grant Agreement.
  - c. If an arrangement is made for management and operation of the Airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.
5. **Consistency with Local Plans.** Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application or State subaward as applicable) of public agencies that are authorized by the

State in which the project is located to plan for the development of the area surrounding the Airport.

6. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.
7. **Consultation with Users.** In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the Airport at which project(s) is/are proposed.
8. **Pavement Preventative Maintenance.** With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the Airport, it assures or certifies that it has implemented an effective Airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the Airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.
9. **Accounting System, Audit, and Record Keeping Requirements.**
  - a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
  - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
10. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.



**11. Veteran's Preference.** It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**12. Operation and Maintenance.**

a. The Airport and all facilities which are necessary to serve the aeronautical users of the Airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the Airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the Airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the Airport's aeronautical facilities whenever required;
- 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- 3) Promptly notifying airmen of any condition affecting aeronautical use of the Airport. Nothing contained herein shall be construed to require that the Airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**13. Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**14. Compatible Land Use.** It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of

the Airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

**15. Exclusive Rights.** The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the Airport.

**16. Airport Revenues.**

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP State Block Grant Agreement will only be expended for the capital or operating costs of the Airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the Airport(s) subject to this Agreement and all applicable addendums for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the Airport, and debt service payments as prescribed in the Act.
- b. For airport development, 49 U.S.C. § 47133 applies.

**17. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the Airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the Airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the Airport to other units of government and the amount of compensation received for provision of each such service and property.

**18. Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**19. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the Airport showing:
  - 1) boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the Airport's property boundary. Such Airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the Airport layout plan. The sponsor will not make or permit any changes or alterations in the Airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the Airport.
- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the Airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the Airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the Airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

**20. Civil Rights.** It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other Federal financial assistance to construct,

expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the Airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language.

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
  - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.

- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.
- 21. Foreign Market Restrictions.** It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
- 22. Policies, Standards and Specifications.** It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated March 25, 2021, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
- 23. Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the Airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
- 24. Disadvantaged Business Enterprises.** The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this Agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).
- 25. Acquisition Thresholds.** The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

**32. SUBJECT: Enter into closed (executive) session pursuant to Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property, with final action to be taken in open session.**

ACTION:

PERSONS APPEARING BEFORE THE COURT:

MOVED BY COMMR. \_\_\_\_\_, SECONDED BY COMMR. \_\_\_\_\_  
Commr. McBroom, vote for \_\_\_\_, vote against \_\_\_\_\_  
Commr. Sternadel, vote for \_\_\_\_, vote against \_\_\_\_\_  
Commr. Berckenhoff, vote for \_\_\_\_, vote against \_\_\_\_\_  
Commr. Brossmann, vote for \_\_\_\_, vote against \_\_\_\_\_  
Judge Weber, vote for \_\_\_\_\_, vote against \_\_\_\_\_

UNOFFICIAL



**33. SUBJECT: Return and reconvene to open meeting.**

ACTION:

PERSONS APPEARING BEFORE THE COURT:

MOVED BY COMMR. \_\_\_\_\_, SECONDED BY COMMR. \_\_\_\_\_

Commr. McBroom, vote for \_\_\_\_, vote against \_\_\_\_\_

Commr. Sternadel, vote for \_\_\_\_, vote against \_\_\_\_\_

Commr. Berckenhoff, vote for \_\_\_\_, vote against \_\_\_\_\_

Commr. Brossmann, vote for \_\_\_\_, vote against \_\_\_\_\_

Judge Weber, vote for \_\_\_\_\_, vote against \_\_\_\_\_

**34. SUBJECT: Consider and take appropriate action deemed necessary, including a final action, decision or vote on the matters deliberated in closed session.**

ACTION:

PERSONS APPEARING BEFORE THE COURT:

MOVED BY COMMR. \_\_\_\_\_, SECONDED BY COMMR. \_\_\_\_\_

Commr. McBroom, vote for \_\_\_\_, vote against \_\_\_\_\_

Commr. Sternadel, vote for \_\_\_\_, vote against \_\_\_\_\_

Commr. Berckenhoff, vote for \_\_\_\_, vote against \_\_\_\_\_

Commr. Brossmann, vote for \_\_\_\_, vote against \_\_\_\_\_

Judge Weber, vote for \_\_\_\_\_, vote against \_\_\_\_\_

**35. SUBJECT: Budget Workshop.**

ACTION:

PERSONS APPEARING BEFORE THE COURT: **Cindy Havelka**

MOVED BY COMMR. \_\_\_\_\_, SECONDED BY COMMR. \_\_\_\_\_

Commr. McBroom, vote for \_\_\_\_, vote against \_\_\_\_\_

Commr. Sternadel, vote for \_\_\_\_, vote against \_\_\_\_\_

Commr. Berckenhoff, vote for \_\_\_\_, vote against \_\_\_\_\_

Commr. Brossmann, vote for \_\_\_\_, vote against \_\_\_\_\_

Judge Weber, vote for \_\_\_\_\_, vote against \_\_\_\_\_

UNOFFICIAL

VIII.

Meeting adjourned at \_\_\_\_\_ .m., **July 22, 2021**, on motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, votes for \_\_\_\_, votes against \_\_\_\_.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Joseph Weber  
Fayette County Judge

\_\_\_\_\_  
Jason McBroom  
Commissioner, Precinct 1

\_\_\_\_\_  
Luke Sternadel  
Commissioner, Precinct 2

\_\_\_\_\_  
Harvey Berckenhoff  
Commissioner, Precinct 3

\_\_\_\_\_  
Drew Brossmann  
Commissioner, Precinct 4

ATTEST:

\_\_\_\_\_  
Brenda Fietsam  
County Clerk