



CITY OF BUNKER HILL VILLAGE

NOTICE IS HEREBY GIVEN OF A SPECIAL MEETING OF THE BUNKER HILL VILLAGE CITY COUNCIL TO BE HELD ON MONDAY, AUGUST 5, 2024, AT 5:00 P.M. IN THE CITY HALL COUNCIL CHAMBERS AT 11977 MEMORIAL DRIVE, HOUSTON, TEXAS, FOR THE PURPOSE OF DISCUSSION, AND IF DEEMED ADVISABLE BY THE CITY COUNCIL, ACTION ON THE FOLLOWING:

“The Mayor, City Council and Staff of Bunker Hill Village are committed to governing with integrity and fiscal responsibility. We are dedicated to creating a sense of community, ensuring the safety and well-being of our citizens, and preserving our unique character and quality of life so that we can pass on a greater and more beautiful city to future generations.”

NOTICE OF MEETING BY TELEPHONE AND VIDEO CONFERENCE

In accordance with Texas Government Code, Sec. 551.127, on a regular, non-emergency basis, Councilmembers may attend and participate in a meeting remotely by video conference. Should such attendance transpire, a quorum of the Council will be physically present at the location noted above on this agenda.

This meeting agenda, and the agenda packet, are posted online at
www.bunkerhilltx.gov

Join Zoom Meeting

<https://us06web.zoom.us/j/84907858717?pwd=RhaCXLHNnjknvozXaluCQrGUjJkn8c.1>

Meeting ID: 849 0785 8717

Passcode: 332555

Dial by your location: +1 346 248 7799 US (Houston)

The public will be permitted to offer public comments by video conference as provided by the agenda and as permitted by the presiding officer during the meeting. A recording of the meeting will be made, and will be available to the public in accordance with the Open Meetings Act upon written request.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. CITIZENS' COMMENTS

This is an opportunity for citizens to speak to council relating to agenda and non-agenda items. Comments are limited to three minutes. If the topic the speaker wishes to address is on the agenda, the speaker can either speak at this time or defer comments until such time the item is discussed. Speakers are required to address council at the microphone (or through videoconference) and give their name and address prior to voicing their concerns.

Note: To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. Items that cannot be referred to the city staff for action may be placed on the agenda of a future City Council meeting.

IV. BUDGET WORKSHOP

PRESENTATION AND DISCUSSION OF CERTIFIED VALUES AND TAX CALCULATIONS FOR THE CITY'S PROPOSED FISCAL YEAR 2025 BUDGET AND 2024 TAX RATE

V. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A RESOLUTION OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, APPROVING AN ENGAGEMENT LETTER WITH CROWE LLP FOR FISCAL YEAR 2024 AUDIT SERVICES – *Susan Engels, Finance Director*

VI. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A CONTRACT BETWEEN THE CITY OF BUNKER HILL VILLAGE, TEXAS, AND GRANT WORKS IN AN AMOUNT NOT TO EXCEED \$48,500.00 FOR GRANT MANAGEMENT SERVICES REGARDING AMERICAN RESCUE PLAN ACT (ARPA) FUNDS – *Gerardo Barrera, City Administrator*

VII. DISCUSSION, FEEDBACK, AND DIRECTION REGARDING THE DISTANCE OF A GENERATOR PAD FROM A STRUCTURE AND CONSIDER ENCROACHMENT INTO SETBACK/ RESTRICTED GREENSPACE REQUIREMENTS – *Mayor Robert P. Lord and Gerardo Barrera, City Administrator*

VIII. EXECUTIVE SESSION

PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE, THE CITY COUNCIL WILL CONVENE INTO CLOSED EXECUTIVE SESSION TO CONSULT WITH THE CITY ATTORNEY REGARDING PENDING OR CONTEMPLATED LITIGATION

IX. ADJOURN

I, Gerardo Barrera, City Administrator/ Acting City Secretary of the City of Bunker Hill Village certify that the above notice of meeting was posted in a place convenient to the general public in compliance with Chapter 551, Texas Government Code, on August 1, 2024, by 5:00 p.m.

(SEAL)



Gerardo Barrera, City Administrator/ Acting City Secretary

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive service must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 713-467-9762 for further information.

Budget Workshop

Proposed 2025 Budget Update

August 5, 2024





Harris Central Appraisal District

13013 Northwest Freeway
Houston TX 77040
Telephone: (713) 812-5800

P.O. Box 920975
Houston TX 77292-0975
Information Center: (713) 957-7800



Office of Chief Appraiser

July 25, 2024

Honorable Robert Lord
Mayor
City of Bunker Hill Village
11977 Memorial Drive
Houston, TX 77024-6231

Re: 2024 Sec. 26.01(a-1) Estimate
City of Bunker Hill Village

Dear Mayor Lord:

As required by Texas Tax Code Sec. 26.01(a-1), we have prepared an estimate of taxable value for the above taxing jurisdiction for 2024.

While we have taken our best estimate of potential hearing loss into account, 2024 protests are still being received and formal hearings held during the next several months may cause further value reductions. Also, if fewer protests are filed, your value could possibly increase.

Your final taxable value will also be impacted by late-filed exemption applications, late applications for productivity valuation, correction motions under Tax Code Sec. 25.25, immediate residential homestead exemptions granted pursuant to Tax Code Sec. 11.42(f), and possible post-ARB appeals through binding arbitration, appeals to district court, or appeals to the State Office of Administrative Hearings.

Given these limitations, the estimated 2024 taxable value for the taxing unit identified above is:

\$2,739,125,142

The enclosed worksheet also provides additional estimated values that may be useful in your tax rate calculations.

Please do not hesitate to contact your HCAD jurisdiction coordinator or my office if you have questions regarding this estimate or other matters affecting appraisal district operations.

Sincerely,

Roland Altinger
Chief Appraiser

Board of Directors

Martina Lemond Dixon, Chairman
Jim Robinson, Secretary
Jonathan Cowen, Assistant Secretary
Ann Harris Bennett, Director, Tax Assessor-Collector
Mike Sullivan, Director
Cassandra Auzenne Bandy, Director
Grace Rodriguez, Director
Kathy Blueford-Daniels, Director
Kyle Scott, Director
Ericka McCrutcheon, Director

Chief Appraiser

Roland Altinger

Deputy Chief Appraiser

Jason Cunningham

Taxpayer Liaison Officer

Teresa S. Terry

Property Valuation

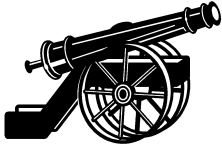
| City of Bunker Hill Village Property Valuation | | | | |
|---|-----------------|--------------------------|------------|--------------|
| TAX YEAR | TAXABLE VALUE | ANNUAL INCREASE/DECREASE | % INCREASE | NEW VALUE |
| 2024 Certified | \$2,739,125,142 | \$53,162,802 | 1.98% | \$35,365,396 |
| 2024 Preliminary | \$2,760,259,897 | \$74,297,557 | 2.77% | |
| 2023 | \$2,685,962,340 | \$133,447,953 | 5.23% | \$33,172,222 |
| 2022 | \$2,552,514,387 | \$155,683,779 | 6.50% | \$29,540,181 |
| 2021 | \$2,396,830,608 | \$147,645,491 | 6.56% | \$35,615,907 |
| 2020 (COVID) | \$2,249,185,117 | (\$4,350,737) | -0.19% | \$35,464,026 |
| 2019 | \$2,253,535,854 | \$47,682,002 | 2.16% | \$26,812,195 |
| 2018 (Harvey) | \$2,205,853,852 | \$15,515,094 | 0.71% | \$22,127,477 |
| 2017 (Harvey) | \$2,190,338,758 | \$79,095,926 | 3.75% | \$29,928,821 |
| 2016 | \$2,111,242,832 | \$149,882,993 | 7.64% | \$27,966,062 |
| 2015 | \$1,961,359,839 | \$227,930,061 | 13.15% | \$47,960,913 |
| 2014 | \$1,733,429,778 | \$209,905,021 | 13.78% | \$36,620,040 |
| Average | | \$107,491,495 | 5.34% | \$32,520,784 |

Tax Rate Comparison

| | Adopted 2021 | | Adopted 2022 | | Adopted 2023 | | Proposed 2024 | |
|-------------------------------|--------------|------|--------------|------|--------------|------|---------------|------|
| Debt Service | 0.045747 | 17% | 0.047662 | 17% | 0.035312 | 13% | 0.030000 | 11% |
| GF / M&O CIP Rate: | 0.229253 | 83% | 0.227338 | 83% | 0.235688 | 87% | 0.241000 | 89% |
| Total Tax Rate: | 0.275000 | 100% | 0.275000 | 100% | 0.271000 | 100% | 0.271000 | 100% |
| Tax Rate Reduction | | | | | 0.004000 | | | |
| Total Taxable Value | 6,431,276 | | 7,051,415 | | 7,240,253 | | 7,424,029 | |
| Debt Service | 1,093,317 | | 1,198,741 | | 941,233 | | 821,738 | |
| General Fund | 5,337,959 | | 5,852,674 | | 6,299,020 | | 6,601,292 | |
| Increase/(Decrease) | | | 620,139 | | 188,838 | | 183,777 | |
| | | | | | | | | |

Truth-In-Taxation

| Estimated Tax Rate based on Certified Roll | Tax Rate |
|---|-----------------|
| No New Revenue Tax Rate | 0.277043 |
| Voter Approved Tax Rate | 0.279345 |
| De Minimis Tax Rate | 0.289168 |
| | |
| City's Proposed Tax Rate | 0.27100 |



City of Bunker Hill Village
City Council
Agenda Request

| | |
|----------------------|--|
| Agenda Date: | August 5, 2024 |
| Agenda Item: | V |
| Subject: | Engagement Letter for 2024 Audit |
| Exhibits: | Resolution No. 08-05-2024 Engagement Letter |
| Funding: | Account 01-00-00-7502 and 04-00-00-7502 |
| Presenter(s): | Susan Engels, Finance Director |

Executive Summary

At the September 2022 meeting, Council approved an engagement letter with Belt Harris Pechacek, LLLP for audit services for fiscal year 2022, with the option to renew annually for fiscal years 2023 and 2024. The second-year renewal option was approved by Council at the August 2023 meeting.

Crowe LLP has since acquired Belt Harris Pechacek, LLLP and is honoring all existing engagement letters. The estimated fee for audit services is \$31,000.00. This is a 5% increase from the 2023 fiscal year audit fees of \$29,395. Additionally, there is a fee structure for Single Audit work, with a base fee of \$4,120 and an additional \$5,215 for each major program. A Single Audit will be required if the City's total grant expenditures for fiscal year 2024 exceed \$750,000. The City anticipates having one major program in 2024.

Staff was pleased with the audit services provided by Belt Harris Pechacek, LLLP. Ben Cohen, now with Crowe LLP, will continue as the Audit Manager. Staff recommends that the Council approve the engagement letter for fiscal year 2024 audit services.

Recommended Action

Staff recommends City Council approve Resolution No. 08-05-2024 to approve an engagement letter with Crowe LLP for fiscal year 2024 audit services.

RESOLUTION NO. 08-05-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ENGAGEMENT LETTER FOR AUDIT SERVICES BY AND BETWEEN THE CITY OF BUNKER HILL VILLAGE, TEXAS AND CROWE LLP FOR FISCAL YEAR 2024; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS:

WHEREAS, the City Council has been presented an Engagement Letter for audit services by and between the City of Bunker Hill Village, Texas and Crowe LLP for Fiscal Year 2024 (hereinafter called “Engagement Letter”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Engagement Letter and all matters attendant and related thereto, the City Council is of the opinion that terms and conditions should be approved, and that the Mayor should be authorized to execute the Engagement Letter and any and all documents necessary to effectuate such Engagement Letter on behalf of the City of Bunker Hill Village.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, THAT:

Section 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The terms and conditions of the Engagement Letter, having been reviewed by the City Council and found to be acceptable and in the best interests of the City of Bunker Hill Village and its citizens, are hereby approved.

Section 3. The Mayor is hereby authorized to execute the Engagement Letter and empowered, for and on behalf of the City, to take all such actions and to execute, verify, acknowledge, certify to, file and deliver all such instruments and documents required in the Engagement Letter as shall in the judgment of the Mayor be appropriate in order to effect the purposes of the foregoing resolution and Engagement Letter.

Section 4. This Resolution shall become effective immediately upon its passage.

PASSED, APPROVED, AND RESOLVED this 5th day of August, 2024.

Robert P. Lord, Mayor

ATTEST:

Gerardo Barrera, City Administrator/ Acting City Secretary



Crowe LLP
Independent Member Crowe Global

9 Greenway Plaza #1700,
Houston, TX 77046
Tel +1 713 667 9147
Fax +1 713 667 1697
www.crowe.com

July 22, 2024

The Honorable Robert P. Lord, Mayor
City of Bunker Hill Village, Texas
11977 Memorial Dr
Houston, Texas 77024-6231

This letter confirms the arrangements for Crowe LLP (“Crowe” or “us” or “we” or “our”) to provide the professional services discussed in this letter to City of Bunker Hill Village, Texas (“you”, “your” or “Client”). The attached Crowe Engagement Terms, and any other attachments thereto, are integral parts of this letter, and such terms are incorporated herein.

AUDIT SERVICES

Our Responsibilities

We will audit and report on the financial statements of the Client for the year ending December 31, 2024.

We will audit and report on the financial statements of the governmental activities, the business-type activities, each major fund, the aggregate remaining fund information, and the disclosures, including the notes to the financial statements, which collectively comprise the basic financial statements of the Client for the period indicated.

In addition to our report on the financial statements, we plan to evaluate the presentation of the following supplementary information in relation to the financial statements as a whole, and to report on whether this supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

- Schedule of Expenditures of Federal Awards
- Combining Statement(s) and Schedule(s)

In addition to our report on the financial statements, we also plan to perform specified procedures in order to describe in our report whether the following required supplementary information is presented in accordance with applicable guidelines. However, we will not express an opinion or provide any assurance on this information due to our limited procedures.

- Management’s Discussion and Analysis
- Budgetary Comparison Schedules
- Pension Schedule(s), as applicable
- OPEB Schedule(s), as applicable

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the

Comptroller General of the United States, and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud, and that we report on the Schedule of Expenditures of Federal Awards (as noted above), and on your compliance with laws and regulations and on its internal controls as required for a Single Audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount that we believe would influence the judgment made by a reasonable user of these financial statements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. As required by the standards, we will maintain professional skepticism throughout the audit.

In making our risk assessments, we obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the Client's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

As part of our audit, we will conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for a reasonable period of time.

We expect to issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to those charged with governance of the Client. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph or a separate section in the auditor's report, or withdraw from the engagement.

In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* — The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Client's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.
- Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance -- The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

We will also perform tests of controls including testing underlying transactions, as required by the Uniform Guidance, to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of your major federal awards programs. We will determine major programs in accordance with the Uniform Guidance. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed. We will inform you of any non-reportable conditions or other matters involving internal control, if any, as required by the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. However, the objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

The Uniform Guidance requires that we plan and perform the audit to obtain reasonable assurance about whether you have complied with certain provisions of laws, regulations, contracts and grants. Our procedures will consist of the applicable procedures described in the United States Office of Management and Budget (OMB) Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of your major programs. The purpose of our audit will be to express an opinion on your compliance with requirements applicable to major Federal award programs. Because an audit is designed to provide reasonable assurance, but not absolute assurance, the audit is not designed to detect immaterial violations or instances of noncompliance.

Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are

aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

Government Auditing Standards require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

The Client's Responsibilities

The Client's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

The Client's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved. Management has the responsibility to make Crowe aware of significant contractor relationships in which the contractor is responsible for program compliance. Client's management is responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that the auditor reports. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings, to establish and maintain a process for tracking the status of findings and recommendations, and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements and to devise policies to ensure that the Client complies with applicable laws and regulations.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements, and to the Client's compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Management is responsible for the preparation of the supplementary information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management certain written representations regarding management's responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable

criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is management's responsibility to include the auditor's report on supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. It is also management's responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.

Management is responsible for the preparation of the required supplementary information identified above in accordance with the applicable guidelines. We will request from management certain written representations regarding management's responsibilities in relation to the required supplementary information presented, including but not limited to whether it has been measured and presented in accordance with prescribed guidelines, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information.

At the conclusion of the engagement, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty days after receipt of the auditor's reports or nine months after the end of the audit period.

Management is responsible for report distribution responsibilities, including determining which officials or organizations will receive the report and making the report available to the public as applicable when the audit organization is responsible for report distribution.

OTHER SERVICES

Financial Statement Preparation

The Client will provide us with the necessary information to assist in the preparation of the draft financial statements including the notes thereto. We are relying on the Client to provide us with the detailed trial balance, note disclosure information and any other relevant report information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the financial statements.

Preparation of the Schedule of Expenditure of Federal Awards

The Client will provide us with the necessary information to prepare the draft schedule of expenditure of federal awards including the notes thereto. We are relying on the Client to provide us with all information required by the Uniform Guidance for the schedule, notes and other relevant reporting information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the schedule of expenditures of federal awards.

Data Collection Form input services

We will provide assistance in completing sections of the Data Collection Form (DCF) relative to its federal award programs pursuant to the requirements of Section §200.512 of the Uniform Guidance that are promulgated to be completed by the Client. While we may provide this data entry service and assist you in satisfying your electronic data communication requirements to the Federal Audit Clearinghouse, the completeness and accuracy of this information remains the responsibility of your management.

With respect to the above other services, we will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. In connection with performing the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

In delivering services to Client, Crowe may use subsidiaries owned and controlled by Crowe. Crowe subsidiaries are subject to the same information security policies and requirements as Crowe LLP and will meet the requirements set forth in the confidentiality and data protection provisions of this Agreement.

FEES

Our fees are outlined below.

| Description of Services | Fee Amount |
|----------------------------------|------------|
| Financial Statement Audit - ACFR | \$31,000 |
| Single Audit – Base Fee | \$4,120 |
| Single Audit – Per Major Program | \$5,215 |

We will invoice you as our services are rendered. Generally, 40 percent will be billed and payable upon completion of interim audit procedures (normally one to four months before year end) and 60 percent after a draft of the Financial Statements are issued. Accordingly, the fee will be split 40/60 between budget years.

Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing service requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork.

A federal single audit is required by the OMB's Uniform Guidance when federal funds over \$750,000 are expended. Federal single audit fees vary based on the number of major programs as defined by OMB. Accordingly, the federal single audit fee consists of a 'Federal Single Audit-Base Fee' to cover basic fixed amounts and the 'Federal Single Audit-Per Major Program Fee', which is the scalable portion dependent on the actual number of major programs. The number of major programs is established by OMB criteria. If a federal single audit is required, there will be at least one major program. Prior year federal single audit reports will help plan for the number of major programs, but they will vary from year to year based on the level of federal funding. Should you not exceed OMB's federal single audit threshold, a federal single audit will not be required. If you anticipate exceeding the federal single audit threshold, please contact us as far in advance as possible so that we can begin doing preliminary federal single audit work.

A state single audit is required when grant funds that originated from the State of Texas (this does not include federal monies passed through the State) over \$750,000 are expended. State single audit fees vary based on the number of major programs as defined by the *State of Texas Single Audit Circular*. The additional technical verbiage that is necessary when a state single audit is required is not included within this engagement letter, nor does the proposed engagement fee(s) include additional fees related to a state single audit. Should you exceed the state single audit thresholds, a new engagement letter will be required.

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

FOREIGN TERRORISTS ORGANIZATIONS

Pursuant to Chapter 2252, Texas Government Code, Crowe represents and certifies that, at the time of execution of this Agreement, neither Crowe nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code or Subchapter F of Chapter 2252 of the Texas Government Code or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term 'foreign terrorist organization' in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

REPRESENTATION REGARDING ISRAEL

Pursuant to Chapter 2271, Texas Government Code, Crowe represents that it does not boycott Israel and will not boycott Israel during the term of the Agreement. The term 'boycott Israel' shall have the meaning ascribed to this term in Section 808.001 of the Texas Government Code.

REQUIRED NON-APPROPRIATION CLAUSE

Notwithstanding anything contained in this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for fees due under this Agreement, Client will immediately notify Crowe in writing of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations have been received or made.

AUTHORIZATION OF CPA'S DISCLOSURE

Any Client certified public accountant involved with assisting Crowe shall not be prohibited from disclosure of information required to be made available by the standards of the public accounting profession in reporting on the examination of financial statements. Management understands and provides permission to staff certificate or registration holders as required under the Rules of Professional Conduct, Texas Administrative Code, Title 22, Part 22, Chapter 501, Subchapter C, Section 501.75.

IMMIGRATION

Crowe represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.

ENERGY COMPANY BOYCOTTS

If Crowe is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Crowe verifies that Crowe does not boycott energy companies and will not boycott energy companies during the term of the Agreement. If Crowe does not make that verification, Crowe must so indicate in its response and state why the verification is not required.

PUBLIC INFORMATION ACT

Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Crowe is required to make any information created or exchanged with the Client pursuant to the Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Client.

CROWE NOT A SUCCESSOR TO BELT HARRIS PECHACEK, LLLP

Prior to May 2024, Belt Harris Pechacek, LLLP ("BHP") provided services or work product to Client similar to the services or other work product provided to Client by Crowe. Following the purchase by Crowe of certain limited assets of BHP, certain personnel of BHP joined Crowe in May 2024. However, Crowe did not buy BHP or any of BHP's obligations to BHP customers, and Crowe is not the successor to BHP. Client agrees that (a) Crowe is not a successor to BHP, (b) that BHP is solely responsible for any services or work product provided by BHP, and (c) Crowe is not responsible for any services or work product provided by BHP. Client agrees Crowe does not assume, and nothing in this Agreement will be construed to mean Crowe assumes, any liabilities or obligations of BHP arising from or relating to any services, deliverables, or work product provided by BHP prior to the effective date of this Agreement.

CONSENT

Prior to May 2024, Belt Harris Pechacek, LLLP ("BHP") provided services or work product to Client similar to the services or other work product provided to Client by Crowe. To facilitate Crowe providing services to Client, Client hereby consents to Crowe accessing Client's information and records within BHP's working papers and other BHP files to allow Crowe to provide services or work product to Client.

MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe deliverable.

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. No provision of this Agreement will be deemed waived, unless such waiver will be in writing and signed by the party against which the waiver is sought to be enforced. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement, including any dispute arising out of or related to this Agreement and the parties' relationship generally, will be governed and construed in accordance with the laws of the State of Texas applicable to agreements made and wholly performed in that state, without giving effect to its conflict of laws rules to the extent those rules would require applying another jurisdiction's laws.

* * * * *

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this letter and the attached Crowe Engagement Terms are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)

ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this engagement letter effective the date first written above.

City of Bunker Hill Village, Texas

Crowe LLP

Signature



Signature

Printed Name

Robert Belt

Printed Name

Title

Partner

Title

Date

July 22, 2024

Date

Crowe Engagement Terms

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

CLIENT'S ASSISTANCE – For Crowe to provide Services effectively and efficiently, Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

PROFESSIONAL STANDARDS – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

REPORTS – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

CONFIDENTIALITY – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

CLIENT-REQUIRED CLOUD USAGE – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm with any third parties assisting with or hosting the Cloud Storage that either such third party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third parties.

DATA PROTECTION – If Crowe holds or uses Client information that can be linked to specific individuals who are Client’s customers ("Personal Data"), Crowe will treat it as confidential as described above and comply with applicable US state and federal law and professional regulations (including, for financial institution clients, the objectives of the Interagency Guidelines Establishing Information Security Standards) in disclosing or using such information to carry out the Services. The parties acknowledge and understand that while Crowe is a service provider as defined by the California Consumer Privacy Act of 2018 and processes information on behalf of Client and pursuant to this Agreement, Crowe retains its independence as required by applicable law and professional standards for purposes of providing attest services and other related professional services. Crowe will not (1) sell Personal Data to a third party, or (2) retain, use or disclose Personal Data for any purpose other than for (a) performing the Services and its obligations on this Agreement, (b) as otherwise set forth in this Agreement, (c) to detect security incidents and protect against fraud or illegal activity, (d) to enhance and develop our products and services, including through machine learning and other similar methods and (e) as necessary to comply with applicable law or professional standards. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client warrants (i) that it has the authority to provide the Personal Data to Crowe in connection with the Services, (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law, and (iii) will limit the Personal Data provided to Crowe to Personal Data necessary to perform the Services. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with legal requirements and professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, using encryption when transferring it to Crowe, or providing it to Crowe only during on-site review on Client’s site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Crowe and Client will each allow opportunistic TLS encryption to provide for secure email communication, and each party will notify the other in writing if it deactivates opportunistic TLS encryption. If Client fails to allow opportunistic TLS encryption, Client agrees that each party may use unencrypted electronic media to correspond or transmit information, and Client further agrees that such use of unencrypted media will not in itself constitute a breach of any confidentiality or other obligation relating to this Agreement. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement. Crowe will reasonably cooperate with Client in responding to or addressing any request from a consumer or data subject, a data privacy authority with jurisdiction, or the Client, as necessary to enable Client to comply with its obligations under applicable data protection laws and to the extent related to Personal Data processed by Crowe. Client will promptly reimburse Crowe for any out-of-pocket expenses and professional time (at Crowe’s then-current hourly rates) incurred in connection with providing such cooperation. Client will provide prompt written notice to Crowe (with sufficient detailed instructions) of any request or other act that is required to be performed by Crowe. As appropriate, Crowe shall promptly delete or procure the deletion of the Personal Data, after the cessation of any Services involving the processing of Client’s Personal Data, or otherwise aggregate or de-identify the Personal Data in such a way as to reasonably prevent reidentification. Notwithstanding the foregoing, Crowe may retain a copy of the Personal Data as permitted by applicable law or professional standards, provided that such Personal Data remain subject to the terms of this Agreement. If Crowe uses a third-party provider, Crowe will include terms substantially similar to those set forth in this Data Protection Paragraph into an agreement with the provider.

GENERAL DATA PROTECTION REGULATION COMPLIANCE – If and to the extent that Client provides personal data to Crowe subject to the European Union General Data Protection Regulation ("GDPR"), then in addition to the requirements of the above Data Protection section, this section will apply to such personal data ("EU Personal Data"). The parties agree that for purposes of processing the EU Personal Data, (a) Client will be the "Data Controller" as defined by the GDPR, meaning the organization that

determines the purposes and means of processing the EU Personal Data; (b) Crowe will be the “Data Processor” as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. Client represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to Client, Client customers, Client vendors, and Client affiliates or subsidiaries (“Data Subjects”). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by Client, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with EU Personal Data in the custody or control of Crowe, Crowe will promptly notify Client upon knowledge that a breach incident has occurred. Client has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, Client will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR.

INTELLECTUAL PROPERTY – Any deliverables, works, inventions, working papers, or other work product conceived, made or created by Crowe in rendering the Services under this Agreement (“Work Product”), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Upon full payment by Client, Crowe grants to Client a license to use for its business purposes any deliverables, including any other Work Product incorporated in such deliverables. Crowe will retain exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement as well as any enhancements to any of the above (“Materials”). The foregoing ownership will be without any duty of accounting.

CLIENT DATA USAGE – Client shall retain full ownership of all data provided to Crowe by or on behalf of Client in connection with this Agreement, and Crowe will maintain the confidentiality and protection of Client data as set forth in this Agreement. Client agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe for the purpose of (a) performing the Services and its obligations under this Agreement; (b) as otherwise agreed upon in writing; (c) to further improve or develop our products and services; or (d) as necessary to comply with applicable law or professional standards.

DATA AGGREGATION & BENCHMARKING – Client agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties (“Data Aggregations”) for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will anonymize any Client data or information in a manner sufficient to prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

USE OF THIRD PARTIES IN CROWE OPERATIONS – Crowe may also utilize third-party providers used in the ordinary course of Crowe’s business operations, including without limitation, providers such as Microsoft, Rackspace, Crowe Horwath IT Services LLP (a subsidiary owned and controlled by Crowe), information security providers, and other ordinary-course third-party providers.

USE OF SUBCONTRACTORS FOR SERVICE DELIVERY – Crowe may engage third-party subcontractors in delivering Services to Client. Third-party subcontractors are not owned or controlled by Crowe (including without limitation Crowe Global member firms). If Crowe engages such a subcontractor

to deliver Services to Client, Crowe will execute an agreement for the protection of Client's confidential information consistent with the provisions of this Agreement. Crowe will be solely responsible for the provision of Services (including those provided by subcontractors) and for the protection of Client's confidential information. The limitations in this Agreement on Client's remedies will also apply to any subcontractors.

LEGAL AND REGULATORY CHANGE – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

PUBLICATION – Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

CLIENT REFERENCE – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

LIMIT OF LIABILITY – Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

NO TRANSFER OR ASSIGNMENT OF CLAIMS – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

TIME LIMIT ON CLAIMS – In no event will any action against Crowe, arising from or relating to this Agreement or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) two (2) years after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

RESPONSE TO LEGAL PROCESS – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

MEDIATION – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party

to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Houston, Texas.

ARBITRATION – Any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Houston, Texas (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

NON-SOLICITATION – Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the engagement ("Key Personnel"). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party's written consent unless the hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel's compensation for the prior twelve-month period with the other party.

CROWE AND EQUAL OPPORTUNITY – Crowe abides by the principles of equal employment opportunity, including without limitation the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime

contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Crowe also abides by 29 CFR Part 471, Appendix A to Subpart A. The parties agree that the notice in this paragraph does not create any enforceable rights for any firm, organization, or individual.

CROWE GLOBAL NETWORK – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. “Crowe” is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.



Report on the Firm's System of Quality Control

To the Partners of Crowe LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Crowe LLP (the "Firm") applicable to engagements not subject to Public Company Accounting Oversight Board ("PCAOB") permanent inspection in effect for the year ended March 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the Firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under Federal Deposit Insurance Corporation Improvement Act of 1991 (FDICIA); and examinations of service organizations (SOC 1[®] and SOC 2[®] engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Crowe LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2022, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Crowe LLP has received a peer review rating of *pass*.

A handwritten signature in black ink that reads 'Cherry Bekaert LLP' in a cursive script.

Cherry Bekaert LLP
September 29, 2022



National Peer
Review Committee

October 20, 2022

Mark Baer
Crowe LLP
225 W Wacker DR Ste 2600
Chicago, IL 60606-1228

Dear Mark Baer:

It is my pleasure to notify you that on October 13, 2022, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is September 30, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink that reads "Michael Wagner". The signature is fluid and cursive.

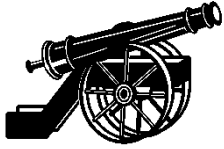
Michael Wagner
Chair, National PRC

+1.919.402.4502

cc: Jeffrey Sabetta, Jennifer Allen

Firm Number: 900010014904

Review Number: 592839



City of Bunker Hill Village
City Council
Agenda Request

| | |
|----------------------|--|
| Agenda Date: | August 5, 2024 |
| Agenda Item: | VI |
| Subject: | Grant Management Services |
| Exhibits: | Contract |
| Funding: | Utility Fund Construction Fund (Acct No. – 07-00-00-9182) \$48,500 |
| Presenter(s): | Gerardo Barrera, City Administrator |

Executive Summary

The American Rescue Plan Act (ARPA) is an economic package signed into law in March 2021 to disperse federal funds to state and local governments to respond to the economic and public health impacts of the COVID-19 pandemic. The City received \$976,964.69 through ARPA.

The federal government established rules for how the funds can be used. Eligible expenditures include:

- Supporting the public health response.
- Addressing negative economic impacts caused by the pandemic.
- Replacing local government revenue loss.
- Investing in water, sewer, and broadband infrastructure.

In June 2024, the City solicited bids for grant management services to ensure compliance with federal regulations while maximizing the use of ARPA funds in the community. During the July 24, 2024, Special City Council meeting, staff recommended Grant Works be awarded the bid in an amount of \$48,500.00. Grant management services include, but are not limited to, consultation, project management, assistance with reporting, and ancillary services needed for ARPA-eligible activities. No action was taken at the July meeting, and Council directed staff to present the full contract provisions at a later meeting date.

Grant Works demonstrates a high level of technical knowledge and is familiar with managing major ARPA funds and has provided grant management compliance services to many local agencies with great success.

Recommended Action

Staff recommends that City Council approve a contract with Grant Works in an amount of \$48,500.00 for grant management services for ARPA funds.



City of Bunker Hill Village

Harris County, Texas

AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement (this “Agreement”) is entered into by and between GrantWorks, Inc (hereinafter “Consultant”) and the City of Bunker Hill Village, a municipal corporation located in Harris County, Texas (the “City”).

1. Scope of Services / Term

- a. This Agreement authorizes Consultant to perform American Rescue Plan Act (ARPA) Consultant Grant Management Services (the “Work”) for and on behalf of the City and more detailed and specified in the Scope of Work contained in the Proposal attached as Exhibit “A”.
- b. Any Additional Services beyond those detailed in Exhibit “A” must be approved in writing by the City prior to services being conducted.
- c. This Agreement shall commence on the date of execution by the Mayor, if not terminated sooner in accordance with paragraph 10, shall terminate upon completion of the Work in accordance with this Agreement, including Exhibits.
- d. If renewal terms are part of Exhibit “A”, those are incorporated into this Agreement. This agreement renews per written agreement by both parties and in no case will this Agreement auto renew.

2. Compensation and Professional Fees

- a. The City shall pay Consultant in installments based upon monthly progress reports and detailed invoices submitted by the Consultant based upon the following:
 - i. ARPA Consultation (project management).....\$48,500.00
 - ii. **Total.....\$48,500.00**
- b. Consultant shall not exceed the fixed contractual amount without written authorization in the form of a contract amendment.

City of Bunker Hill Village
Harris County, Texas

- c. Reimbursable Expenses are itemized by work category. Reimbursable Expenses shall be invoiced AT COST, without subsequent markup by Consultant. All invoices containing a request for Reimbursable Expenses shall include copies of the original expense receipts itemized per allowable category.
 - i. Allowable Reimbursable Expenses include:
 - 1. Hard copy reproductions, copies, and/ or binding costs;
 - 2. Postage;
 - 3. Mileage, for travel from Consultant's local office (within a 25-mile radius) to meetings at the City or jobsite. Mileage shall be charted at the current IRS rate;
 - 4. Travel Expenses, mileage from local office to state or federal regulatory agency office beyond one hundred (100) miles; and
 - 5. Lodging Expenses for destinations beyond one hundred (100) miles from Consultant's local office AND when business hours exceed eight hours within one business day OR when Consultant's services require more than on eight-hour day at the destination; provided such expenses have been approved in writing by the City.
 - ii. Disallowed Expenses include travel expenses for professional expertise traveling into the Greater Houston Area from Consultant's office outside the Greater Houston Area.
- d. Consultant shall invoice based upon total services actually completed during the applicable month. Invoices and all required or requested backup information shall be tendered no more often than once a month. Consultant shall not invoice the City for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice the City for services or expenses shall result in Consultant's invoice being denied.
- e. In the event of a disputed or contested invoice, the City may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid.
- f. All payments to be made by the City to Consultant, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Texas Government Code.

3. Personnel of Consultant

- a. Consultant's Project Manager. Consultant shall designate Greg Aiello, Senior Director of American Rescue Plan to serve as the Project Manager for the Work performed under this Agreement. Any change of Project Manager shall require thirty (30) days advance written approval from the City's Representative.
- b. Licensed and Registered. Consultant shall keep all necessary licensed and registered staff assigned to the Work for the duration of its performance of the Work.

City of Bunker Hill Village
Harris County, Texas

- c. Data on Consultant's Employees. Prior to the commencement of the Work, if not already incorporated into Exhibit A, Consultant shall forward to the City a detailed resume of the personnel that will be assigned to the Work.
- d. Rejection of Consultant's Employees. The City reserves the right to approve or reject from the Work any employees of Consultant.

4. Designation and Duties of the City's Representative

- a. The City Administrator or his designee shall act as the City's Representative.
- b. The City's Representative shall use his or her best efforts to provide nonconfidential City records for Consultant's use. However, the City does not guarantee the accuracy or correctness of the documents so provided. Notwithstanding the foregoing, Consultant shall be entitled to use and rely upon information provided by the City in performing the services required under this Agreement only to the extent and level specified by the City in writing for each document provided. Nothing contained herein shall be construed to require the City to provide such records in any certain format. The format in which the existing data and documentation will be provided shall be at the sole discretion of the City.

5. Standards of Performance

- a. Consultant shall perform all services under this Agreement with the care and skill ordinarily used by members of Consultant's profession practicing under the same or similar circumstances, time and locality. Opinion of probable cost shall be based upon the Consultant's experience and represent its best judgment as an experienced and qualified professional. Each submittal of opinion of probable cost shall be commensurate with the project design.
- b. Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. Consultant shall correct such deficiencies without additional compensation.
- c. Codes and Standards
 - i. All references to codes, standards, environmental regulations and/or material specifications shall be to the latest revision, including all effective supplements or addenda thereto, as of the date that the requestor for Work is made by the City.
 - ii. The Work shall be designed and furnished in accordance with the most current codes and/or standards adopted by the City, state, or federal government or in general custom and usage by the profession and shall comply with Texas Department of Licensing and Regulation's rules and regulations.
 - iii. The codes and standards used in the profession set forth minimum requirements. These may be exceeded by the Consultant if superior methods are available for the successful operation of equipment and/or for the construction project on which the Work is performed. Any alternative codes or regulations used shall have requirements that are equivalent or better than

City of Bunker Hill Village
Harris County, Texas

those in the above-listed codes and regulations. Consultant shall state the alternative codes and regulations used.

- iv. Consultant agrees the services it provides as an experience and qualified grant manager will reflect the professional standards, procedures, and performances common in the industry for this project. Consultant further agrees that any analysis, reports, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the performance of other services under this Agreement will be pursuant to the standard of performance common in the profession.
 - v. Consultant shall promptly correct any defective analysis caused by Consultant at no cost to City. The City's approval, acceptance, use of or payment for all or any part of Consultant's services hereunder or of the Work itself shall in now way alter Consultant's obligations or the City's rights under this Agreement. As applicable, Consultant shall provide the City with record "as-built" drawings relating to the Work in an electronic format that is acceptable to the City. City shall be in receipt of record drawings, if applicable, prior to final payment.
- 6. Schedule.** Consultant shall not proceed with the Work or any stage thereof until written notice to proceed is provided by the City's Representative.
- 7. Insurance.** Consultant shall procure and maintain at its sole cost and expense for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, volunteers, employees or subconsultants.
- a. Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of Consultant's insurance and shall not contribute to it. Further, Consultant shall include all subconsultants, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subconsultants and assigns shall be subject to all of the requirements stated herein.
 - b. The following is the list of standard insurance policies along with their respective minimum coverage amounts required by this Agreement:
 - i. Commercial General Liability
 - Products & Completed Operations Aggregate: \$2,000,000
 - Personal & Advertising Injury: \$1,000,000
 - Per Occurrence: \$1,000,000
 - Fire Damage \$500,000
 - Waiver of Subrogation required.
 - Coverage shall be broad form.

City of Bunker Hill Village
Harris County, Texas

- No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
- ii. Business Automobile Policy
 - Combined Single Limits: \$1,000,000
 - Coverage for "Any Auto"
 - Waiver of Subrogation required.
- iii. Errors and Omissions
 - Limit: \$1,000,000 for this project
 - For all architects, engineers, and/or design companies
 - Claims-made form is acceptable.
 - Coverage will be in force for one (1) year after completion of the Project.
 - Waiver of Subrogation required.
- iv. Worker's Compensation
 - Statutory Limits
 - Employer's Liability \$500,000
 - Waiver of Subrogation Required
- c. The following shall be applicable to all policies of insurance required herein:
 - i. Insurance carrier for all liability policies must have an A.M. Best Rating of A:VIII or better.
 - ii. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
 - iii. Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form.
 - iv. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days prior written notice by mail, return receipt requested, has been given to the City.
 - v. The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers' Compensation and Errors and Omissions Policies required herein.
 - vi. Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
 - vii. Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.

City of Bunker Hill Village
Harris County, Texas

- viii. All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of Consultant. Consultant shall provide copies of insurance policies and endorsements required hereunder to the City on or before the effective date of this Agreement.

8. Indemnification and Release

CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF CONTRACT TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE CONSULTANT OR THE CONSULTANT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL (COLLECTIVELY, CONSULTANT'S PARTIES). IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH CONSULTANT AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONSULTANT TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF CONSULTANT'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE CONSULTANT'S PARTIES' INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE CONSULTANT'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, CONSULTANT FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION

OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT-, SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 130.002.

By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Agreement or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. Consultant assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Consultant's services to be performed hereunder. This release shall apply with respect to Consultant's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

- 9. Subcontractors and Subconsultants.** Consultant shall receive written approval of the City's Representative prior to the use of any subcontractors or subconsultants. A copy of all proposed contracts with subconsultants and/or subcontractors shall be given to the City before execution of such contracts.

10. Termination of Consultant

- a. The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon seven (7) days written notice from the City's Representative to Consultant of the City's election to do so. Furthermore, the City may immediately and without notice terminate this Agreement if Consultant breaches this Agreement. A breach of this Agreement shall include, but not be limited to, the following:
- (a) Failing to pay insurance premiums, liens, claims or other charges;
 - (b) Failing to pay any payments due the city, state, or federal government from Consultant or its principals, including, but not limited to, any taxes, fees, assessments, liens, or any payments identified in this Agreement;

City of Bunker Hill Village
Harris County, Texas

- (c) The institution of voluntary or involuntary bankruptcy proceeding against Consultant;
 - (d) The dissolution of Consultant;
 - (e) Refusing or failing to prosecute the Work or any separable part with the diligence that will ensure its completion within the time specified in this Agreement;
 - (f) Failing to complete Work within the time period specified in this Agreement; and/or
 - (g) The violation of any provision of this Agreement.
- b. Upon delivery of any notice of termination required herein, Consultant shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, Consultant shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the City, Consultant shall also tender to the City's Representative all of Consultant's instruments of service, including all drawings, special provisions, field survey notes, reports, estimates, and any and all other documents or work product generated by Consultant under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by the City. No final payment will be made until all such instruments of service and materials supplied are so tendered.
- c. If this Agreement is terminated for cause, Consultant shall be liable for any damage to the City resulting therefrom. This liability includes any increased costs incurred by the City in completing Consultant's services. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.
- b. Multi-Year Agreements and Funding. If this Agreement extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Agreement becomes effective and the City fails to appropriate funds to make any required Agreement payment for that successive fiscal year and there are no funds from the City's sale of debt instruments to make the required payment, then this Agreement automatically terminates at the beginning of the first day of the City's successive fiscal year of the Agreement for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the Agreement.
- 11. Records.** Within ten (10) days of the City's request and at no cost to the City, the City will be entitled to review and receive a copy of all documents that indicate work on the Project that is subject to this Agreement, except for proprietary data, which the City is enjoined from sharing.

City of Bunker Hill Village
Harris County, Texas

12. Supervision of Consultant. Consultant is an independent contractor and the City neither reserves nor possesses any right to control the details of the Work performed by Consultant under the terms of this Agreement.

13. Verifications and Disclosures

- a. If Consultant has ten (10) or more full-time employees and Consultant's total compensation under this Agreement has a value of One Hundred Thousand Dollars (\$100,000.00) or more, Consultant makes the following verifications in accordance with Chapters 2271 and 2274 of the Texas Government Code:
 - i. The Consultant does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City.
 - ii. The Consultant does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the City; and
 - iii. The Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.
- b. If this Agreement requires an action or vote by the City before the Agreement may be signed or has a value of at least One Million Dollars (\$1,000,000.00), then, per Section 2252.908, Texas Government Code, the City may not enter into such Agreement unless the Consultant submits a disclosure of interested parties to the City at the time the Consultant submits the signed Agreement to the City. The Consultant agrees to submit such disclosure as required by Section 2252.908 of the Texas Government Code on the form 1295, prescribed by the Texas Ethics Commission, unless the Consultant is a publicly traded entity or a wholly owned subsidiary of same, in which case no disclosure is required. The Consultant agrees to access the Texas Ethics Commission website and complete the form 1295, receive a confirmation number and a PDF version of the completed form 1295, execute and notarize a hard copy version of the completed form 1295, and submit it, along with the confirmation number, to the City.
- c. The Consultant makes the following verification in accordance with Sec. 2252.151, Texas Government Code: Consultant is not an identified company on the Texas Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.
- d. If the contract or purchase order to which this Agreement is made uses federal assistance provided to the City by the US Department of Treasury ("Treasury") under the American Rescue Plan Act ("ARPA Funds"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021), the City must comply with the terms of ARPA, regulations issued by the Treasury governing the expenditure of monies distributed from the ARPA Funds, the Award Terms and Conditions applicable to the ARPA Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the ARPA Funds (collectively, the "Regulatory Requirements"). Additionally, pursuant to the

City of Bunker Hill Village
Harris County, Texas

disputes any matter relating to this Agreement, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties shall each pay one-half of the mediator's fees.

- 19. Attorney's Fees.** Should the City bring suit against the Consultant for breach of contract or for any other cause relating to this Agreement, the City shall be entitled to seek an award of attorney's fees or other costs relating to the suit.
- 20. Severability.** If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the parties.
- 21. This Agreement Controls.** If there is any conflict between this Agreement and Exhibit A, the provisions of this Agreement controls.
- 22. Complete Agreement.** This Agreement represents the entire and integrated agreement between the City and Consultant in regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral, on the subject matter hereof. This Agreement may only be amended by written instrument approved and executed by both of the parties. The City and Consultant accept and agree to these terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the 5th day of August 2024, the date of execution by the City of Bunker Hill Village.

CITY OF BUNKER HILL VILLAGE

Robert P. Lord, Mayor

ATTEST:

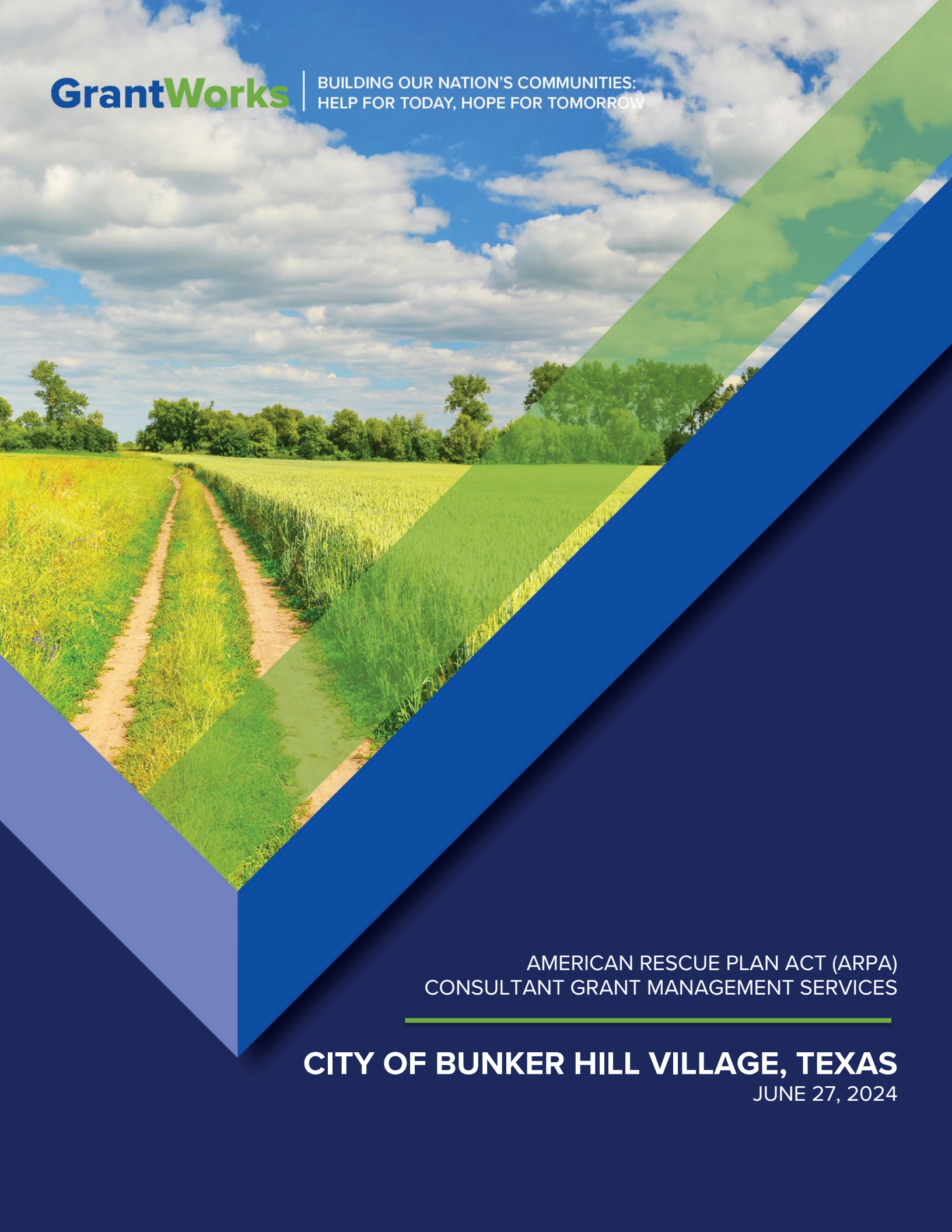
Gerardo Barrera, City Administrator / Acting City Secretary

CONSULTANT

Greg Aiello
Senior Director of American Rescue Plan

The logo for GrantWorks, with "Grant" in blue and "Works" in green.

BUILDING OUR NATION'S COMMUNITIES:
HELP FOR TODAY, HOPE FOR TOMORROW



AMERICAN RESCUE PLAN ACT (ARPA)
CONSULTANT GRANT MANAGEMENT SERVICES

CITY OF BUNKER HILL VILLAGE, TEXAS

JUNE 27, 2024

June 27, 2024

Gerardo Barrera, MBA, CPM
City Administrator
City of Bunker Hill Village
11977 Memorial Drive
Houston, Texas 77024

**Subject: City of Bunker Hill Village, Texas Request for Proposal: American Rescue Plan Act (ARPA)
Consultant Grant Management Services**

Dear Mr. Barrera:

Thank you for including GrantWorks in your Request for Proposals. Our more than 40+ years of experience managing projects will help you identify eligible activities and requirements under the American Rescue Plan Act of 2021 (ARPA). GrantWorks is Texas' foremost provider of state and federal management services, securing and administering more than \$10 billion in assistance for hundreds of localities with thousands of successful projects. GrantWorks' 300+ employees have the experience to manage and implement your ARPA projects.

GrantWorks is the most qualified bidder to provide the services described in the City of Bunker Hill Village's request for proposal for the following reasons:

Dedicated ARPA Team – In response to the announcement of the ARPA funding availability in February 2021, GrantWorks established a department 100% dedicated to ARPA implementation. Our senior director, four executive-level subject matter experts, one senior project manager, 25 project managers, one assistant project manager, one procurement specialist, and one project coordinator will provide detailed and informative guidance and top-notch management services to the City. Our ARPA Team is immediately available to assist with project selection, compliance, reporting, and project management services.

Highly Qualified Staff – GrantWorks hires skilled and experienced employees—over 40% of our employees hold master's degrees in relevant disciplines such as law, city planning, engineering, business administration, and construction management. More than a dozen team members have joined us after successful careers in state and local government or in related consulting. GrantWorks' experienced staff and deep bench strength allow our team to incorporate best practices and lessons learned from similar programs in the past, identify efficiencies, and mitigate any risk the City of Bunker Hill Village might face.

Proven Experience – GrantWorks' experience includes 40+ years of administering and managing state and federally-funded projects. Currently, we are working with multiple cities and counties across Texas and other states to manage the funds received through the ARPA, CARES Act, COVID-19 relief programs, and other major state and federal grant programs. Our ARPA program services include project management, procurement, compliance assurance with state and federal regulations, and implementation of funded projects. Our goal is to free you and your staff from paperwork while providing the timely and accurate decision-making information you need.

Implementation Excellence – Our team of professionals includes project managers, grant administrators, planners, and subject matter experts. Specialists in Labor Standards, Environmental Review, Procurement, Applications, Fair Housing, and field-based Client Services support our professional staff. Having a strong foundation supporting our grant administration professionals allows them to focus on project implementation. Proprietary tools such as GrantWorks 20/20 (GW 20/20®)—our grant management software solution for tracking and managing projects end-to-end in real-time—detailed work plans that have been vetted and refined across hundreds of projects, enable GrantWorks to manage hundreds of grants across various programs successfully simultaneously. We will use this specialized support when working with the City of Bunker Hill Village, ensuring that our staff can deliver consistent, high-quality, integrated services.

Commitment – We at GrantWorks hold ourselves to the highest standards. This commitment is reflected in our numerous long-standing client relationships, our dedication to staff training and certification, and our continuous involvement at every step of the grant process. We commit ourselves to providing the City with the highest-quality administration and implementation services for which we are known.

GrantWorks is interested in assisting the City with any ARPA project. We have sufficient resources in personnel, equipment, and time available to commit to this project. Our team is ready to help you meet your ARPA goals. We appreciate your consideration.

Sincerely,

GRANTWORKS, INC.



Bruce J. Spitzengel
President

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Proposal Disclaimer: *The information in this proposal contains certain trade secrets and proprietary information that GrantWorks owns. Such information is confidential as a matter of law, pursuant to Chapter 552, Texas Government Code. In the event that you receive a public information request for this proposal or any of its content, we ask that you immediately contact us so that we may submit a briefing to the Office of the Attorney General's Open Records Division to protect our information and prevent its release.*

SECTION 1 |
ORGANIZATIONAL PROFILE

SECTION 1 – ORGANIZATIONAL PROFILE

1.1 Contact

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1.2 Federal Identification Number

GrantWorks Federal Identification Number is 76-0446220.

1.3 Overview of Firm

Since our founding in La Porte in 1979, GrantWorks has successfully assisted local governments with multiple state and federally funded programs. We are the foremost provider of community development, housing, planning, disaster recovery, economic development, transportation, and coastal grant program management for local governments in Texas, securing and administering more than \$10 billion in assistance for hundreds of localities through thousands of grant funding contracts.

The GrantWorks Team is experienced in administering state and federal grant programs and has 300+ experienced full-time employees, half of whom work in our numerous field locations. In addition, we have more than 100 project managers, 15 Project Management Professionals (PMPs), 3 Certified Public Accountants (CPAs), and 12 American Institute of Certified Planners (AICP) skilled at implementing a wide variety of grant development projects.

Our services include:

- ▶ Program/Project Management
- ▶ Grant Administration and Management
- ▶ Marketing and Outreach
- ▶ Application Development
- ▶ Intake (for Program Participants)
- ▶ Project Eligibility Reviews
- ▶ Home Elevation Scopes
- ▶ Beneficiary Eligibility Determinations
- ▶ Feasibility Reviews
- ▶ Cost Estimates
- ▶ Reviews for Duplication of Benefits (DOB)
- ▶ Records and Data Management
- ▶ Federal and State Procurement
- ▶ On-Site Davis-Bacon Labor Standards
- ▶ Uniform Relocation Act Compliance (Acquisition)

- ▶ Environmental Review and Clearance
- ▶ Mapping/GIS
- ▶ Construction and Project Management
- ▶ Federal, State, and Local Compliance Assurance
- ▶ Reporting, Audit, and Monitoring Support

GrantWorks administers grants from a wide variety of state and federal funding resources that are very similar to ARPA projects and works directly with many agencies, including:

- ▶ U.S. Department of the Treasury (U.S. Treasury)
- ▶ U.S. Department of Housing and Urban Development (HUD)
- ▶ U.S. Department of Commerce, Economic Development Administration (EDA)
- ▶ Federal Emergency Management Agency (FEMA)
- ▶ Texas Department of Transportation (TxDOT)
- ▶ Texas General Land Office (GLO)
- ▶ Texas Department of Housing and Community Affairs (TDHCA)
- ▶ Texas Department of Agriculture (TDA)
- ▶ Texas Parks and Wildlife Department (TPWD)
- ▶ Texas Water Development Board (TWDB)
- ▶ Texas Division of Emergency Management (TDEM)

We provide the full breadth of grant management services for a wide variety of program types, including:

- ▶ ARPA Administration and Management
- ▶ Disaster Recovery
- ▶ Infrastructure Projects
- ▶ CARES Act - COVID-19 Response
- ▶ Economic Development
- ▶ Emergency Rent Relief
- ▶ Housing Rehabilitation and Reconstruction
- ▶ Buyout/Acquisition
- ▶ Transportation
- ▶ Homebuyers Assistance
- ▶ Demolition/Clearance Activities
- ▶ Flood Mitigation
- ▶ Elevations
- ▶ Resiliency
- ▶ Mitigation
- ▶ Generators
- ▶ Retrofits for Public Buildings
- ▶ Accessibility
- ▶ Wildfire Mitigation
- ▶ Community Safe Rooms

We provide the best service and meet the highest standards in all that we do. Our long-standing client relationships, dedication to staff training and certification, and involvement at every step of your program's process reflect our performance quality. Our firm is financially stable, well-capitalized, and exceedingly capable of performing all services required by this RFP.

1.4 Related Experience/Background in Securing and Managing Federally Funded Projects

On March 11, 2021, President Biden signed the American Rescue Plan Act (ARPA) into law. This \$1.9 trillion package is intended to combat the effects of the COVID-19 pandemic, including public health and economic impacts. The ARPA Program is a new program with specific eligibility and compliance requirements. **Figure 1** demonstrates GrantWorks' experience with related state and federal grants similar to what ARPA guidance indicates will be required for ARPA projects.

GrantWorks is actively working with 190+ cities and counties across Texas and other states and is either under contract, pilot projects, and/or **negotiations to manage funds received through the ARPA, CARES Act, and COVID-19-related activities**. We handle ARPA program implementation, including project management, environmental review, labor standards, procurement, project oversight, compliance with state and federal regulations, and implementation of funded projects.

Figure 1: GrantWorks Experience with Other Related State/Federal Grants Similar to Current ARPA Guidance

| ARPA REQUIREMENTS | PROGRAM EXPERIENCE | | | | | |
|---|--------------------|---------|----------|---------|---------|--------------|
| | CDBG | CDBG-DR | CDBG-MIT | FEMA PA | FEMA IA | USDT RESTORE |
| Grant Management and Administration | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Procurement and Compliance with 2 CFR 200 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Shareholder Engagement, Project Identification, Community Assessment, and/or Eligibility Determinations | ✓ | ✓ | ✓ | ✓ | | ✓ |
| Project/Program Design and Development | ✓ | ✓ | ✓ | ✓ | | ✓ |
| Case/Contract/Project Management | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Duplication of Benefits Review | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Financial Assistance | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Labor/Wage Compliance | ✓ | ✓ | ✓ | | ✓ | ✓ |
| Construction Oversight | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Uniform Administration Requirements, Cost Principles, and Audit Compliance | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Complete or Assist with Environmental Review Records | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |

Figure 1: GrantWorks Experience with Other Related State/Federal Grants Similar to Current ARPA Guidance

| ARPA REQUIREMENTS | PROGRAM EXPERIENCE | | | | | |
|---|--------------------|---------|----------|---------|---------|--------------|
| | CDBG | CDBG-DR | CDBG-MIT | FEMA PA | FEMA IA | USDT RESTORE |
| Uniform Relocation Act (URA), Fair Housing, Section 504 of the Rehabilitation Act of 1973 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Reporting | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Monitoring and Audit Readiness | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Recordkeeping and Document Storage/Retention | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Close-Out | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |

GrantWorks is proud to announce that we are currently helping 146 cities and 44 counties in Texas navigate the intricacies of ARPA grant management.

1.4.1 U.S. Department of Treasury Grant Programs

GrantWorks is currently working on the following U.S. Treasury grant programs in addition to ARPA:

Coronavirus Relief Bill – Texas Emergency Rental Assistance Program

GrantWorks assisted the GLO’s Texas Department of Housing & Community Affairs (Prime: Horne, LLC) grant program under the Coronavirus Relief Bill administered by the U.S. Treasury. Our services include case management, eligibility determination and analysis, quality control, and payment processing. We have provided a full project description in Section 1.5.

Coronavirus Relief Bill – OUR FLORIDA: Opportunities for Utilities and Rental Assistance Program

GrantWorks assisted the Florida Department of Children and Families (Prime: Tidal Basin Government Consulting, LLC) grant program under the Coronavirus Relief Bill administered by the U.S. Treasury. Florida’s state government accepted applications for over \$800 million in federal emergency rental assistance funds designed to help struggling tenants and landlords. GrantWorks’ services included case management, eligibility determination and analysis, quality control, and payment processing.

RESTORE Act

GrantWorks is currently administering a Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act (RESTORE Act) project, which the U.S. Treasury also administers. Under the RESTORE Act Program, GrantWorks provides grant administration services to Brazoria County for the Lower San Bernard River Ecosystem Restoration Project through the Texas Commission on Environmental Quality (TCEQ). We have developed the work plan to comply with TCEQ guidelines. We will monitor contractors and subcontractors to ensure compliance with all requirements. GrantWorks will also assist with reporting, required sub-grant activities, and reimbursement requests following applicable federal and state laws and regulations.

1.4.2 Community Development Block Grant Programs

Since 1974, GrantWorks has successfully assisted local governments in implementing thousands of state and federally funded programs. Our experienced staff has the knowledge and expertise to quickly translate our success with TxCDBG, CDBG-DR, and CDBG-MIT projects into successful ARPA projects. Our expertise includes a complete understanding and implementation of the procurement requirements contained in 2 CFR 200.

Texas Department of Agriculture

Texas Community Development Block Grant (CDBG) Infrastructure and Non-Rental Housing Program:

- ▶ More than 2,000 local government projects funded and managed
 - › Texas Main Street/Downtown Revitalization Program: 54+ projects, \$10+ million
 - › Texas Capital Fund (Economic Development): 90+ projects, \$50+ million
 - › Community Development Fund: 940+ projects funded, \$283+ million
 - › Colonia Construction Fund: 115+ projects administered, \$54+ million
 - › Colonia Planning Fund: 50+ projects completed, \$3+ million
 - › Disaster Relief Fund: 75+ projects funded, \$24+ million
 - › Fire, Ambulance, and Services Truck (FAST) Program: 10+ projects, \$5+ million
 - › Planning Grants: 240+ projects funded, completed, or underway, \$10+ million

Texas General Land Office

CDBG-DR 2018 Floods and 2019 Lower Rio Grande Valley Floods Program:

- ▶ State-level Housing Assistance and Reimbursement Programs in South Texas counties, \$68+ million

CDBG-MIT 2015 Floods, 2016 Floods, and Hurricane Harvey Round 1 Infrastructure Program:

- ▶ 50+ local government projects funded, \$454+ million

CDBG-DR Hurricane Harvey Round 1 Housing and Infrastructure Program:

- ▶ 65+ local government projects funded, \$183+ million
- ▶ Buyouts and Acquisitions – 16 local government projects funded, \$59+ million with no match required
- ▶ State-level oversight of major subrecipients in implementing Homeowner Reimbursement, Affordable Rental, and Economic Revitalization Program Funds, \$3.3+ billion
- ▶ State-level Housing Assistance Program in Coastal Bend Council of Governments Region, Golden Crescent Regional Planning Commission Region, and multiple central Texas counties, \$643+ million

CDBG-DR 2016 Floods Program:

- ▶ 12+ local government projects funded, including multifamily and single-family housing, \$43 million

CDBG-DR 2015 Floods Program:

- ▶ 24+ local government projects funded, including multifamily and single-family housing, \$180+ million

CDBG-DR Hurricane Ike/Dolly Rounds 1, 2.1, and 2.2 Infrastructure and Rental Housing Program:

- ▶ 90+ local government projects funded, \$436 million
- ▶ Projects include the \$100 million City of Galveston infrastructure, \$65 million Galveston Housing Authority Multifamily Rebuild, \$26 million City of Houston infrastructure, and \$26 million Galveston Rental Housing Replacement Programs
- ▶ Complete grant administration and project delivery services

1.4.3 Other Federal and State Grant Programs

Texas Department of Housing and Community Affairs

Texas CDBG-CV Community Resiliency Program:

- ▶ 4 local government projects funded, \$13+ million

Texas HOME Non-Rental Housing Program:

- ▶ Homeowner Rehabilitation Assistance (HRA) Program/Owner-Occupied Assistance
- ▶ 600+ contracts awarded to cities, counties, and nonprofits for \$220+ million
- ▶ 3,300+ substandard houses rehabilitated or reconstructed:
- ▶ Complete administrative and project delivery services:
 - › Application development, beneficiary income verification, project eligibility assessment
 - › Procurement, acquisition, environmental review
 - › Financial management, draw, change order, pay estimates, amendments
 - › Compliance, duplication of benefit analysis, audit, and monitoring support

Texas Department of Transportation

- ▶ County Transportation and Infrastructure Fund: 70+ projects administered, \$131+ million
- ▶ Border Colonia Access Program: \$1.3 million
- ▶ Safe Routes to School Program: 25+ projects funded, \$14.5+ million
- ▶ Surface Transportation Environment and Planning: \$1 million
- ▶ Transportation Enhancement Act for the 21st Century: \$2.4 million

National Oceanic and Atmospheric Administration/Texas General Land Office

Coastal Management and Coastal Impact Assistance Programs:

- ▶ 45+ projects managed

U.S. Treasury Department/Texas Commission on Environmental Quality

RESTORE Act Program:

- ▶ 4 projects, \$20.8 million

Texas Division of Emergency Management

- ▶ FEMA Public Assistance: 8 Hurricane Harvey contracts, \$80+ million
- ▶ Hazard Mitigation Construction Projects: Homeowner Elevations and Reconstructions: 4 projects, \$65+ million
- ▶ Hazard Mitigation Plans: 36+ projects, \$3.2+ million
- ▶ Critical Facility Generators: 30+ projects, \$12.1+ million
- ▶ Warning Sirens: 8 contracts, \$428,489
- ▶ Drainage Infrastructure and Community Safe Rooms: 4 projects, \$6.8+ million

Texas Parks and Wildlife Department

- ▶ Outdoor/Indoor Recreation and Small Community Parks Program: 70+ projects funded, \$42+ million

1.4.4 Relevant Infrastructure Construction Project Experience

Our staff works directly with cities and counties to identify and implement infrastructure improvements, including wastewater treatment plant rehabilitation, water production, treatment, distribution and storage facilities, water and sewer line installation, flood, drainage, road, and sidewalk improvements. We are dedicated to community development through public works construction and believe these improvements are essential to strengthening Texas communities. **Figure 2** shows recent project experience within the City of Bunker Hill Village and the Houston-Galveston Area Council (HGAC) region. The following activities, especially water, sewer, and drainage, would be eligible for ARPA funding under Activity D – Infrastructure. Sidewalk improvements and main street projects would also be allowable, provided they meet the requirements specified in the interim final rule.

Figure 2: Our Relevant HGAC Region Project Experience

| CLIENT | YEAR STARTED | GRANT TYPE | PROJECT DESCRIPTIONS | GRANT AMOUNT |
|---------------|--------------|------------|---------------------------------------|--------------|
| Alvin | 2023 | CDBG-MIT | Drainage Project | \$6,000,500 |
| | 2017 | CDBG-DR | Water & Public Facilities Generators | \$1,012,332 |
| | 2008 | PA | Sewer System Improvements | \$2,159,644 |
| | 2008 | PA | Water System Improvements | \$719,881 |
| Ames | 2021 | CD | Street Reconstruction | \$350,000 |
| Anahuac | 2016 | CD | Sewer Improvements | \$350,000 |
| Angleton | 2017 | CDBG-DR | Sewer Improvements | \$154,439 |
| | 2008 | PA | Water System Improvements | \$1,559,011 |
| | 2008 | PA | Sewer System Improvements | \$519,670 |
| | 2007 | CD | Sewer System Improvements | \$350,000 |
| | 2007 | PA | Sewer System Improvements | \$350,000 |
| | 2006 | CD | Sewer System Improvements | \$350,000 |
| | 2004 | CD | Water System Improvements | \$350,000 |
| | 2004 | CD | Sewer System Improvements | \$350,000 |
| | 2002 | CD | Sewer System Improvements | \$350,000 |
| | 2002 | DRP | Infrastructure Improvements | \$407,000 |
| Arcola | 2016 | CD | Flood & Drainage Facilities | \$643,405 |
| Austin County | 2023 | CD | Street Drainage Improvements | \$500,000 |
| | 2022 | CDBG-MIT | Street, Flood & Drainage Improvements | \$6,750,100 |
| | 2021 | CDBG-DR | Buyout Program | \$1,655,654 |
| | 2017 | CDBG-DR | Flood & Drainage Improvements | \$4,301,175 |
| | 2016 | CD | Flood & Drainage Facilities | \$2,000,000 |
| | 2004 | CD | Water System Improvements | \$350,000 |

Figure 2: Our Relevant HGAC Region Project Experience

| CLIENT | YEAR STARTED | GRANT TYPE | PROJECT DESCRIPTIONS | GRANT AMOUNT |
|-------------|--------------|--|---|--------------|
| Bay City | 2023 | CD | Infrastructure Improvements | \$575,000 |
| | 2021 | ARPA | Administrative Services | \$4,344,927 |
| | 2020 | CD | Water Improvements | \$350,000 |
| | 2020 | MS | Sidewalk Improvements | \$500,000 |
| | 2018 | DRP | Sidewalk Improvements | \$250,000 |
| | 2018 | HMGP | Volunteer Fire Department Generator | \$47,238 |
| | 2018 | HMGP | Civil Venter Generator | \$158,237 |
| | 2018 | HMGP | Public Works Generator | \$118,727 |
| | 2018 | HMGP | City Hall Generator | \$122,237 |
| | 2017 | CD | Flood & Drainage Improvements | \$287,006 |
| | 2016 | DRP | Street, Sewer, & Flood Drainage Improvements | \$6,110,100 |
| | 2015 | DRP | Main Street Project | \$150,000 |
| | 2015 | CD | Sewer Improvements | \$350,000 |
| | 2013 | TWDB | Sewer & Street Improvements | \$2,880,000 |
| | 2013 | DRP | Main Streets | \$150,000 |
| | 2013 | DRP | Infrastructure for Assisted Living Facility | \$299,900 |
| | 2013 | DRP | Infrastructure for Manufacturing Facility | \$500,000 |
| | 2011 | CD | Sewer System Improvements | \$350,000 |
| | 2007 | CD | Water System Improvements | \$350,000 |
| | 2006 | CD | Sewer System Improvements | \$350,000 |
| 2004 | CD | Sewer System Improvements | \$104,449 | |
| 2003 | DRP | Infrastructure Activities/Improvements | \$150,000 | |
| 2001 | CD | Sewer System Improvements | \$350,000 | |
| Bayou Vista | 2016 | CDBG-DR | Hurricane Ike Improvements | \$816,896 |
| | 2008 | PA | Street Improvements | \$805,119 |
| | 2008 | PA | Sewer System, Street, & Drainage Improvements | \$2,101,656 |
| Beasley | 2021 | ARPA | Administrative Services | \$167,751 |
| Bellville | 2022 | CD | Flood & Drainage Improvements | \$350,000 |
| | 2021 | ARPA | Administrative Services | \$1,045,409 |
| | 2021 | DRP | Sidewalk Improvements | \$325,250 |
| | 2017 | CD | Water Improvements | \$350,000 |

Figure 2: Our Relevant HGAC Region Project Experience

| CLIENT | YEAR STARTED | GRANT TYPE | PROJECT DESCRIPTIONS | GRANT AMOUNT |
|-------------------|--------------|------------|---|--------------|
| | 2005 | CD | Sewer Collection Improvements | \$350,000 |
| Brazoria | 2021 | ARPA | Administrative Services | \$757,234 |
| | 2021 | CDBG-MIT | Sewer Improvements | \$3,176,375 |
| | 2021 | CDBG-MIT | Flood & Drainage Improvements | \$4,311,537 |
| | 2008 | PA | Sewer System Improvements | \$190,169 |
| Brazoria County | 2021 | ARPA | Administrative Services | \$72,586,198 |
| | 2021 | RESTORE | Recreational Fishing Pier Improvements | \$2,237,000 |
| | 2019 | RESTORE | Lower San Bernard River Ecosystem Restoration | \$10,766,000 |
| | 2017 | CDBG-DR | Planning Study & Drainage Improvements | \$10,916,934 |
| | 2016 | CDBG-DR | Flood & Drainage – Debris Removal | \$15,291,481 |
| | 2016 | CDBG-DR | Non-Rental Housing | \$1,699,053 |
| | 2008 | PA | Water, Sewer, Street, Flood & Drainage Improvements | \$8,095,357 |
| | 2008 | PA | Community Shelter & Water System Improvements | \$8,704,745 |
| Brookshire | 2022 | CDBG-MIT | Drainage Project | \$1,310,000 |
| | 2021 | ARPA | Administrative Services | \$1,002,273 |
| | 2021 | DRP | Sidewalk Improvements | \$350,000 |
| | 2018 | PCB | Planning Studies | \$52,830 |
| | 2017 | CDBG-DR | Street, Flood & Drainage Improvements | \$252,637 |
| | 2017 | CDBG-DR | Water & Sewer System Improvements | \$350,000 |
| | 2016 | CDBG-DR | Single-Family Homeowners Assistance | \$2,000,000 |
| Brookside Village | 2023 | CDBG-MIT | Master Drainage Plan & Drainage Improvements | \$1,580,200 |
| | 2021 | ARPA | Administrative Services | \$390,758 |
| | 2017 | CDBG-DR | Street Improvements | \$999,834 |
| Clute | 2008 | PA | Water & Sewer Improvements | \$1,664,451 |
| Colorado County | 2020 | CTI | Road & Bridge Improvements | \$331,300 |
| | 2018 | CD | Water Improvements | \$350,000 |
| | 2017 | CDBG-DR | Flood & Drainage Improvements | \$1,527,327 |
| | 2014 | CD | Water & Sewer Improvements | \$350,000 |
| | 2009 | TWDB | Water System Improvements | \$263,500 |
| | 2005 | CD | Sewer System Improvements | \$250,000 |

Figure 2: Our Relevant HGAC Region Project Experience

| CLIENT | YEAR STARTED | GRANT TYPE | PROJECT DESCRIPTIONS | GRANT AMOUNT |
|------------|--------------|------------|--------------------------------|--------------|
| | 2005 | CD | Water & Sewer Improvements | \$350,000 |
| | 2003 | CD | Sewer System Improvements | \$350,000 |
| | 2002 | CD | Water System Improvements | \$350,000 |
| | 2001 | CD | Water System Improvements | \$350,000 |
| | 2000 | CD | Sewer System Improvements | \$350,000 |
| Columbus | 2021 | ARPA | Administrative Services | \$903,427 |
| | 2018 | CD | Water Improvements | \$350,000 |
| | 2017 | CD | Flood & Drainage Improvements | \$310,663 |
| | 2013 | CD | Water Improvements | \$350,000 |
| | 2013 | DRP | Infrastructure Improvements | \$1,000,000 |
| | 2012 | DRP | Downtown Revitalization | \$150,000 |
| | 2009 | CD | Water System Improvements | \$350,000 |
| | 2005 | PCB | Planning Studies | \$49,200 |
| Daisetta | 2023 | CD | Infrastructure Improvements | \$500,000 |
| | 2022 | CRP | New Building Construction | \$4,588,624 |
| | 2021 | ARPA | Administrative Services | \$278,511 |
| | 2017 | CDBG-MIT | Drainage & Sewer Improvements | \$3,366,142 |
| | 2015 | CD | Water Improvements | \$350,000 |
| | 2015 | PCB | Planning Studies | \$30,780 |
| | 2007 | CD | Water System Improvements | \$350,000 |
| Danbury | 2021 | ARPA | Administrative Services | \$436,103 |
| | 2017 | CDBG-DR | Infrastructure Improvements | \$178,095 |
| Dayton | 2024 | CDBG-MIT | Sewer Facilities | \$1,453,600 |
| | 2021 | ARPA | Administrative Services | \$2,078,676 |
| | 2019 | DRP | Sidewalk & Street Improvements | \$350,000 |
| Deer Park | 2021 | ARPA | Administrative Services | \$8,294,387 |
| Eagle Lake | 2020 | CD | Water & Sewer Improvements | \$350,000 |
| | 2017 | CD | Sewer Improvements | \$220,089 |
| | 2015 | CD | Sewer Improvements | \$350,000 |
| | 2010 | PCB | Planning Studies | \$45,300 |
| | 2009 | CD | Sewer System Improvements | \$350,000 |

Figure 2: Our Relevant HGAC Region Project Experience

| CLIENT | YEAR STARTED | GRANT TYPE | PROJECT DESCRIPTIONS | GRANT AMOUNT |
|-----------------------------|--------------|------------|---|--------------|
| | 2007 | CD | Water & Sewer System Improvements | \$350,000 |
| | 2005 | CD | Sewer System Improvements | \$350,000 |
| | 2002 | CD | Sewer System Improvements | \$350,000 |
| East Bernard | 2021 | ARPA | Administrative Services | \$580,315 |
| | 2020 | CD | Sewer & First-time Sewer Improvements | \$350,000 |
| | 2017 | CDBG-DR | Street Improvements | \$157,563 |
| | 2017 | CD | Sewer Improvements | \$750,000 |
| | 2014 | CD | Sewer Improvements | \$350,000 |
| | 2011 | SRTS | Safe Routes to School | \$724,550 |
| | 2009 | CD | Water System Improvements | \$350,000 |
| | 2009 | DRP | Real Estate Program | \$400,000 |
| Freeport | 2023 | CDBG-MIT | Water Improvements | \$1,838,000 |
| | 2017 | CDBG-DR | Sewer Improvements | \$193,271 |
| | 2017 | CDBG-MIT | Sewer Improvements | \$5,991,468 |
| | 2016 | CDBG-MIT | Sewer Improvements | \$5,931,626 |
| | 2008 | PA | Water & Sewer System Improvements | \$1,539,279 |
| | 2008 | PA | Sewer System Improvements | \$554,001 |
| Fort Bend County | 2017 | CDBG-DR | Big Creek Expansion Project | \$13,060,895 |
| Galena Park | 2017 | CDBG-MIT | Water Plant Improvements | \$5,482,123 |
| Galveston | 2008 | PA | Water System Improvements | \$16,298,376 |
| Galveston County | 2020 | CDBG-DR | Infrastructure Improvements | \$3,399,435 |
| | 2007 | CD | On-Site Sewer Facilities Installation | \$350,000 |
| | 2005 | CD | Sewer System Improvements | \$350,000 |
| | 2004 | CD | Sewer System Improvements | \$350,000 |
| Galveston Housing Authority | 2008 | CDBG-DR | 348 Multi-Family Housing Units | \$88,968,923 |
| | 2008 | CDBG-DR | Acquisition, Rehabilitation, & Construction of 26 Single-Family Units | \$1,031,077 |
| Hempstead | 2023 | CD | Sewer System Improvements | \$500,000 |
| | 2021 | ARPA | Administrative Services | \$2,070,252 |
| | 2020 | PCB | Planning Studies | \$54,816 |
| | 2020 | CD | Sidewalk Improvements | \$350,000 |

Figure 2: Our Relevant HGAC Region Project Experience

| CLIENT | YEAR STARTED | GRANT TYPE | PROJECT DESCRIPTIONS | GRANT AMOUNT |
|---------------|--------------|------------|--|--------------|
| | 2020 | DRP | Sidewalk Improvements | \$500,000 |
| | 2018 | CD | Sewer Improvements | \$350,000 |
| | 2017 | CDBG-MIT | Flood & Drainage Improvements | \$9,395,324 |
| | 2017 | CDBG-DR | Sewer & Water Generators | \$421,314 |
| | 2016 | CD | Sewer Improvements | \$350,000 |
| | 2011 | CD | Wastewater Collection Line Replacement | \$350,000 |
| | 2009 | CD | Sewer System Improvements | \$350,000 |
| | 2006 | CD | Sewer Collection Upgrade | \$350,000 |
| | 2004 | CD | Sewer Collection Upgrade | \$350,000 |
| Hitchcock | 2023 | CDBG-MIT | Wastewater Treatment Plant Improvements | \$3,864,200 |
| | 2022 | CD | Water & Sewer Improvements | \$350,000 |
| | 2021 | ARPA | Administrative Services | \$1,960,978 |
| | 2017 | CD | Water Improvements | \$350,000 |
| | 2017 | CDBG-MIT | Sewer Improvements | \$3,598,315 |
| | 2017 | CDBG-DR | Sewer/Flood & Drainage Improvements | \$1,463,149 |
| | 2013 | CD | Sewer Improvements | \$350,000 |
| | 2008 | CD | Sewer System Improvements | \$350,000 |
| | 2008 | PA | Water, Sewer, Flood, & Drainage Improvements | \$6,134,606 |
| | 2008 | PA | Sewer System Improvements | \$2,044,869 |
| | 2008 | PA | Water & Sewer System Improvements | \$2,888,164 |
| | 2007 | PCB | Planning Studies | \$49,400 |
| | 2003 | CD | Water & Sewer System Improvements | \$350,000 |
| | 2000 | CD | Sewer System Improvements | \$350,000 |
| Holiday Lakes | 2023 | CDBG-MIT | Drainage Project | \$1,582,000 |
| | 2021 | ARPA | Administrative Services | \$309,732 |
| | 2017 | CD | Flood & Drainage Improvements | \$599,008 |
| | 2002 | CD | Water System Improvements | \$350,000 |
| Iowa Colony | 2017 | CDBG-DR | Flood & Drainage Improvements | \$131,675 |
| Jacinto City | 2023 | ARPA | Administrative Services | \$2,600,000 |
| | 2017 | CDBG-MIT | Sewer Facility – Wastewater Treatment Plant Improvements | \$5,319,718 |

Figure 2: Our Relevant HGAC Region Project Experience

| CLIENT | YEAR STARTED | GRANT TYPE | PROJECT DESCRIPTIONS | GRANT AMOUNT |
|------------------|--------------|------------|--|--------------|
| | 2016 | CDBG-MIT | Flood & Drainage Facility – Storm Sewer Improvements | \$5,319,718 |
| Jamaica Beach | 2008 | PA | Water System, Road, & Drainage Improvements | \$2,195,385 |
| | 2008 | PA | Sewer System & Street Improvements | \$626,746 |
| Jones Creek | 2021 | ARPA | Administrative Services | \$514,651 |
| | 2017 | CD | Flood & Drainage Improvements | \$200,859 |
| Kendleton | 2016 | CD | Flood & Drainage Facilities | \$702,296 |
| Kenefick | 2021 | CD | Street Improvements | \$350,000 |
| La Marque | 2023 | CD | Storm Sewer Improvements | \$500,000 |
| | 2021 | ARPA | Administrative Services | \$4,291,405 |
| | 2020 | CDBG-DR | Infrastructure Improvements | \$1,447,527 |
| | 2017 | CDBG-MIT | Sewer Improvements | \$48,904,004 |
| | 2015 | CDBG-MIT | Sewer Improvements | \$7,493,145 |
| La Porte | 2021 | ARPA | Administrative Services | \$8,666,561 |
| | 2008 | PA | Flood & Drainage Facilities Improvements | \$1,197,695 |
| | 2008 | PA | Flood & Drainage Facilities | \$4,721,465 |
| League City | 2002 | CD | Sewer System Improvements | \$350,000 |
| | 2000 | CD | Sewer System Improvements | \$99,982 |
| Liberty County | 2024 | CDBG-MIT | Countywide Master Drainage Plan | \$21,274,200 |
| | 2021 | ARPA | Administrative Services | \$17,135,507 |
| | 2020 | CDBG-DR | Buyout & Acquisition Program | \$6,820,960 |
| | 2017 | CDBG-DR | Flood & Drainage Improvements | \$4,921,503 |
| Liverpool | 2021 | ARPA | Administrative Services | \$136,530 |
| | 2017 | CDBG-DR | Street Improvements | \$191,486 |
| | 2006 | CD | Water System Improvements | \$350,000 |
| | 2001 | CD | Water System Improvements | \$350,000 |
| Magnolia | 2021 | ARPA | Administrative Services | \$518,615 |
| | 2021 | CD | Water & Sewer Improvements | \$350,000 |
| | 2016 | CDBG-DR | Sewer, Flood, & Drainage Facilities | \$1,800,000 |
| | 2000 | CD | Water & Sewer System Improvements | \$350,000 |
| Matagorda County | 2023 | CD | Water System Improvements | \$500,000 |

Figure 2: Our Relevant HGAC Region Project Experience

| CLIENT | YEAR STARTED | GRANT TYPE | PROJECT DESCRIPTIONS | GRANT AMOUNT |
|--------------|--------------|------------|--|--------------|
| | 2022 | CDBG-MIT | Water & Wastewater Improvements | \$2,746,400 |
| | 2022 | CDBG-MIT | Water & Wastewater Improvements | \$5,301,900 |
| | 2021 | ARPA | Administrative Services | \$7,117,473 |
| | 2020 | CD | Water Improvements | \$350,000 |
| | 2017 | CDBG-DR | Flood, Drainage, Water, & Sewer Improvements | \$6,948,605 |
| | 2017 | CDBG-MIT | Water, Sewer, & Drainage Improvements | \$3,111,101 |
| | 2016 | CD | Water & Sewer Improvements | \$350,000 |
| | 2013 | DRP | Infrastructure Improvements | \$1,500,000 |
| | 2012 | CD | Sewer System Improvements | \$367,500 |
| | 2009 | CD | Water & Sewer System Improvements | \$350,000 |
| | 2008 | CD | Gulf Pier at Sargent Beach | \$0.00 |
| | 2008 | CD | Sewer System Improvements | \$350,000 |
| | 2008 | PA | Sewer, Street, Flood, & Drainage Improvements | \$8,009,157 |
| | 2008 | PA | Street Improvements | \$651,315 |
| | 2008 | PA | Water System Improvements | \$491,165 |
| | 2007 | CD | Palacios Nature Center | \$187,809 |
| | 2005 | CD | Sewer System Improvements | \$350,000 |
| | 2001 | CD | Water & Sewer System Improvements | \$350,000 |
| | 2001 | CD | Road Improvements | \$225,280 |
| | 2001 | CD | Sewer System Improvements | \$350,000 |
| Montgomery | 2017 | CD | Water, Flood, & Drainage Improvements | \$350,000 |
| | 2017 | PA | Street Improvements | \$345,840 |
| | 2016 | CD | Flood, Drainage, & Water Facilities Improvements | \$2,280,000 |
| Needville | 2021 | ARPA | Administrative Services | \$768,880 |
| New Waverly | 2013 | DRP | Infrastructure Improvements | \$175,000 |
| Oyster Creek | 2017 | CDBG-MIT | Sewer Improvements | \$5,291,898 |
| Palacios | 2022 | CD | Water & Sewer Improvements | \$350,000 |
| | 2022 | CDBG-MIT | Flood & Drainage Improvements | \$1,384,700 |
| | 2021 | ARPA | Administrative Services | \$1,123,709 |
| | 2021 | DRP | Sidewalk Improvements | \$350,000 |
| | 2019 | CEF | Public Healthcare Facilities Project | \$120,633 |

Figure 2: Our Relevant HGAC Region Project Experience

| CLIENT | YEAR STARTED | GRANT TYPE | PROJECT DESCRIPTIONS | GRANT AMOUNT |
|----------------|--------------|------------|---|--------------|
| | 2018 | CDBG-MIT | Flood & Drainage Improvements | \$6,814,726 |
| | 2018 | DRP | Sidewalk Improvements | \$250,000 |
| | 2018 | CD | Water Improvements | \$350,000 |
| | 2017 | CDBG-DR | Water & Street Improvements | \$1,414,860 |
| | 2017 | CDBG-MIT | Flood & Drainage Improvements | \$5,014,832 |
| | 2015 | CD | Water System Improvements | \$350,000 |
| | 2011 | CD | Water & Sewer System Improvements | \$350,000 |
| | 2010 | CD | Sewer System Improvements | \$350,000 |
| | 2008 | PA | Sewer System Improvements | \$1,522,407 |
| | 2007 | CD | Sewer System Improvements | \$350,000 |
| | 2007 | PCB | Planning Studies | \$49,400 |
| | 2005 | CD | Water & Sewer System Improvements | \$350,000 |
| | 2003 | PA | Brush & Debris Clearing | \$350,000 |
| | 2001 | DRP | Texas Capital Fund | \$500,000 |
| | 2001 | CD | Sewer System Improvements | \$350,000 |
| Pasadena | 2019 | CDBG-DR | Wastewater Treatment Plant Improvements | \$1,000,000 |
| Pattison | 2023 | ARPA | Administrative Services | \$115,220 |
| | 2021 | CD | Infrastructure Improvements | \$350,000 |
| Patton Village | 2017 | CDBG-DR | Infrastructure Improvements | \$19,000,000 |
| | 2017 | CDBG-DR | Street Improvements | \$473,136 |
| | 2016 | CDBG-DR | Street Improvements | \$1,920,000 |
| Plum Grove | 2021 | ARPA | Administrative Services | \$26,124 |
| | 2021 | CD | Street Improvements | \$350,000 |
| Richwood | 2021 | ARPA | Administrative Services | \$988,170 |
| | 2017 | CDBG-DR | Sewer Improvements | \$602,578 |
| Riverside | 2022 | CD | Street Improvements | \$350,000 |
| | 2021 | ARPA | Administrative Services | \$136,034 |
| | 2016 | CD | Water Improvements | \$350,000 |
| Rosenberg | 2017 | CDBG-MIT | Flood & Drainage Improvements | \$47,585,955 |
| | 2017 | CDBG-DR | Sewer Improvements | \$298,611 |
| | 2016 | CDBG-DR | Sewer Facilities Improvements | \$712,525 |

Figure 2: Our Relevant HGAC Region Project Experience

| CLIENT | YEAR STARTED | GRANT TYPE | PROJECT DESCRIPTIONS | GRANT AMOUNT |
|---------------|--------------|------------|--|--------------|
| San Felipe | 2021 | ARPA | Administrative Services | \$204,423 |
| | 2021 | CD | Street Improvements | \$350,000 |
| | 2017 | CDBG-MIT | Street & Drainage Improvements | \$3,209,122 |
| | 2016 | CDBG-DR | Flood & Drainage Facilities | \$2,000,000 |
| | 2016 | PCB | Planning Studies | \$30,780 |
| Santa Fe | 2020 | CD | Water Improvements | \$350,000 |
| | 2017 | CD | Street, Flood, & Drainage Improvements | \$1,389,501 |
| | 2014 | CD | Water Improvements | \$350,000 |
| | 2008 | CD | Water System Improvements | \$350,000 |
| | 2008 | PA | Water & Sewer System Improvements | \$2,337,719 |
| | 2008 | PA | Sewer System Improvements | \$779,240 |
| | 2008 | PA | Water & Sewer System Improvements | \$2,738,741 |
| Sealy | 2022 | CD | Street Improvements | \$350,000 |
| | 2021 | ARPA | Administrative Services | \$1,597,228 |
| | 2010 | CD | Lift Station Improvements | \$350,000 |
| | 2006 | CD | Elevated Water Storage Tank | \$350,000 |
| | 2000 | CD | Sewer System Improvements | \$350,000 |
| Stagecoach | 2016 | CD | Street, Flood, & Drainage Improvements | \$1,440,000 |
| Sweeny | 2016 | CDBG-MIT | Sewer Improvements | \$5,398,293 |
| | 2008 | PA | Sewer System Improvements | \$235,860 |
| Texas City | 2022 | CDBG-MIT | Flood & Drainage Facilities Improvements | \$8,012,700 |
| | 2021 | CDBG-MIT | Flood & Drainage Improvements | \$17,874,592 |
| | 2020 | CDBG-DR | Buyout & Acquisitions | \$2,270,138 |
| | 2017 | CDBG-MIT | Flood & Drainage Improvements | \$14,965,447 |
| | 2017 | CDBG-DR | Flood & Drainage Improvements | \$2,211,686 |
| | 2008 | PA | Flood, Drainage, & Sewer System Improvements | \$13,277,159 |
| | 2008 | PA | Storm Sewer System Improvements | \$4,614,680 |
| | 2008 | PA | Water, Sewer, & Drainage Improvements | \$4,425,720 |
| Walker County | 2023 | CDBG-MIT | Road & Drainage Improvements | \$4,893,800 |
| | 2023 | CDBG-MIT | Road, Drainage, & Flood Study | \$1,281,200 |
| | 2021 | ARPA | Administrative Services | \$14,173,761 |

Figure 2: Our Relevant HGAC Region Project Experience

| CLIENT | YEAR STARTED | GRANT TYPE | PROJECT DESCRIPTIONS | GRANT AMOUNT |
|---------------|--------------|-----------------------------------|---------------------------------------|--------------|
| | 2017 | CDBG-DR | Street, Flood & Drainage Improvements | \$4,445,805 |
| | 2016 | PA | Street Improvements | \$350,000 |
| | 2015 | PA | Street Improvements | \$105,973 |
| | 2013 | PA | Water Improvements | \$193,910 |
| | 2013 | CD | Water Improvements | \$350,000 |
| | 2009 | CD | Water System Improvements | \$350,000 |
| | 2002 | CD | Well & Distribution System | \$350,000 |
| | 2000 | CD | Water Distribution System | \$350,000 |
| Waller | 2021 | ARPA | Administrative Services | \$864,278 |
| | 2017 | CD | Sewer Improvements | \$350,000 |
| | 2014 | CD | Water Improvements | \$350,000 |
| Waller County | 2022 | CDBG-MIT | Flood & Drainage Improvements | \$6,732,697 |
| | 2020 | CDBG-DR | Buyouts & Acquisitions | \$2,244,015 |
| | 2017 | CDBG-DR | Street Improvements | \$4,036,599 |
| | 2016 | CD | Water System Improvements | \$208,484 |
| Wallis | 2022 | CD | Water & Sewer Improvements | \$350,000 |
| | 2021 | ARPA | Administrative Services | \$322,865 |
| | 2021 | DRP | Sidewalk Improvements | \$350,000 |
| | 2021 | CDBG-MIT | Sewer & Drainage Improvements | \$5,748,125 |
| | 2018 | CD | Water Improvements | \$350,000 |
| | 2017 | CDBG-DR | Sewer & Fire Station Improvements | \$427,602 |
| | 2016 | CDBG-DR | Flood & Drainage Facilities | \$2,000,000 |
| | 2013 | CD | Sewer Improvements | \$350,000 |
| | 2010 | CD | Water System Improvements | \$350,000 |
| | 2009 | PCB | Planning Studies | \$36,250 |
| 2008 | PA | Water & Sewer System Improvements | \$750,000 | |
| Weimar | 2021 | CD | Infrastructure Improvements | \$350,000 |
| West Columbia | 2017 | CDCG-DR | Sewer Improvements | \$159,795 |
| | 2008 | PA | Sewer System Improvements | \$269,915 |
| Wharton | 2021 | DRP | Sidewalk Improvements | \$350,000 |
| | 2020 | CDBG-DR | Buyouts & Acquisitions | \$1,693,784 |

Figure 2: Our Relevant HGAC Region Project Experience

| CLIENT | YEAR STARTED | GRANT TYPE | PROJECT DESCRIPTIONS | GRANT AMOUNT |
|----------------|--------------|------------|--------------------------------------|--------------|
| | 2020 | CD | Sewer Improvements | \$350,000 |
| | 2017 | CDBG-DR | Flood & Drainage Improvements | \$1,650,172 |
| | 2016 | CD | Sewer Improvements | \$350,000 |
| | 2016 | PCB | Planning Studies | \$53,460 |
| | 2016 | CDBG-DR | Single Family Homeowner Assistance | \$2,000,000 |
| | 2014 | CTIF | Sidewalk Enhancements | \$961,400 |
| Wharton County | 2023 | CD | Water System Improvements | \$500,000 |
| | 2022 | CDBG-MIT | Multi-Location Drainage Improvements | \$11,758,500 |
| | 2021 | ARPA | Administrative Services | \$8,071,766 |
| | 2020 | CDBG-DR | Buyouts & Acquisitions | \$2,243,565 |
| | 2019 | CD | Water & Sewer Improvements | \$311,500 |
| | 2017 | CDBG-DR | Flood & Drainage Improvements | \$2,028,234 |
| | 2016 | CD | Sewer Improvements | \$350,000 |
| | 2013 | CD | Sewer Improvements | \$350,000 |
| | 2010 | DRP | Real Estate Program | \$750,000 |
| | 2010 | CD | First-Time Sewer System Improvements | \$350,000 |
| | 2005 | PA | Disaster Relief | \$350,000 |
| | 2004 | CD | Water & Sewer System Improvements | \$350,000 |
| | 2002 | CD | Water & Sewer System Improvements | \$350,000 |
| Woodloch | 2017 | CDBG-DR | Sewer Improvements | \$720,000 |
| | 2016 | CDBG-DR | Sewer Facilities | \$720,000 |

1.5 Experience with Programmatic and Policy Advice on Federal Disaster Relief Programs

GrantWorks' local presence means that we can act quickly and complete activities promptly and efficiently. Our Texas roots enable us to support local governments and state agencies by effectively and efficiently implementing programs within the federal and Texas statutory framework. Many of our staff have experience in nearby communities, giving us unique insights into local culture and people. **Our team is here to help the City of Bunker Hill Village succeed. Whether you are building new roads or bridges, adding broadband, or rehabilitating water infrastructure, we are here to help your project succeed.**

GrantWorks has provided project descriptions demonstrating our knowledge and experience with specific ARPA-related project types on the following pages. These project descriptions are similar to projects that would be eligible uses of ARPA funding, including ARPA Activity A – Direct assistance to families or businesses (listed below as “case management”), grant administration, project management, and ARPA

Activity D – Infrastructure (listed below as “construction management”). Our team has discovered that the allowable uses of ARPA funding stretch far and wide in our research into ARPA. We have selected a few projects highlighting our many strengths and broad experience for this proposal (**Figure 3**). As stated on previous pages, if our firm is selected, we will begin our work at a collaborative meeting to define and develop projects unique to the City of Bunker Hill Village.

Figure 3: GrantWorks ARPA-Related Project Experience

| ARPA Requirements | SCOPE OF WORK | | | | | | | | |
|--|---|---|--|---|--|--|---|---|---|
| | 2021 American Rescue Plan Act Program, 180+ Cities & Counties, TX | ARPA Coronavirus Local Fiscal Recovery Fund Administration & Implementation, City of Brownsville, | Professional Administration Services Consultant for the American Rescue Plan Act Funds, Johnson County, TX | Grant Consultants for the Usage & Administration of the American Rescue Plan Act Funds, Bastrop | 2021 American Rescue Plan Act Program, City of Gun Barrel City, TX | Coronavirus Relief Bill Emergency Rental Assistance Program, Statewide, TX | Texas Community Development 2Block Grant-Mitigation Program | Hurricane Ike CDBG-DR Infrastructure Improvement Program, Galveston, TX | Hurricane Ike CDBG-DR Round 2.2 Infrastructure Improvement Program, Houston, TX |
| Grant Management | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Stakeholder Engagement, Marketing, Outreach, &/or Community Involvement | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Project Identification, Community Needs, &/or Eligibility Determinations | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Project/Program Design and Development | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ |
| Contract/Project Management | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Duplication of Benefits Review | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Financial Assistance | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Labor/Wage Compliance | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ |
| Construction Oversight | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ |
| Procurement, Uniform Administration Requirements, Cost Principles, &/or Audit Compliance (i.e., 2 CFR 200) | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ |
| Environmental Review | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ |

Figure 3: GrantWorks ARPA-Related Project Experience

| ARPA Requirements | SCOPE OF WORK | | | | | | | | |
|---|---|---|--|---|--|--|---|---|---|
| | 2021 American Rescue Plan Act Program, 180+ Cities & Counties, TX | ARPA Coronavirus Local Fiscal Recovery Fund Administration & Implementation, City of Brownsville, | Professional Administration Services Consultant for the American Rescue Plan Act Funds, Johnson County, TX | Grant Consultants for the Usage & Administration of the American Rescue Plan Act Funds, Bastrop | 2021 American Rescue Plan Act Program, City of Gun Barrel City, TX | Coronavirus Relief Bill Emergency Rental Assistance Program, Statewide, TX | Texas Community Development 2Block Grant-Mitigation Program | Hurricane Ike CDBG-DR Infrastructure Improvement Program, Galveston, TX | Hurricane Ike CDBG-DR Round 2.2 Infrastructure Improvement Program, Houston, TX |
| Related Federal, State, & Local Experience, Other Cross-Cutting Regulatory Requirements, & Compliance | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ |
| Reporting, Monitoring, and Audit Readiness | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Recordkeeping & Document Storage/Retention | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Close-Out | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |



2021 AMERICAN RESCUE PLAN ACT PROGRAM, 190+ CITIES AND COUNTIES, TEXAS

\$900M+

ARPA FUNDS UNDER MANAGEMENT IN TEXAS

CLIENTS

Multiple Cities and Counties
Across Texas

CONTRACT NUMBERS

Contracts with Multiple Cities and Counties Across Texas

GRANT PROGRAM

American Rescue Plan Act of 2021
Administered by the U.S.
Department of Treasury

CONTRACT DATES

June 2021 – December 2026

SERVICES PERFORMED

- ARPA Compliance
- Project Management
- Grant Administration
- Procurement per 2 CFR 200
- Environmental Compliance
- Davis-Bacon
- Meetings with Government Officials & Key Stakeholders
- Strategic Planning
- Project Eligibility
- Data Tracking and Reporting
- Financial Analysis
- Construction Management
- Grant Closeout

THE CHALLENGE

The U.S. Treasury has issued \$350 billion to state and local governments to help cover expenditures and mitigate the COVID-19 pandemic's economic impact under the American Rescue Plan Act (ARPA) of 2021. Entitlement cities and county governments receive award allocations directly from the U.S. Treasury, while non-entitlement communities will receive allocations through designated state agencies. Funds can be used to respond to the public health emergency or its negative economic impact by assisting residents, businesses, and non-profits or aid to impacted local industries; provide premium pay to essential workers; provide for revenue loss due to COVID-19; or to make investments in water, sewer, and broadband infrastructure.

THE SOLUTION

GrantWorks provides ARPA-related professional administrative and grant management services to multiple cities/counties across Texas. Services include ARPA compliance expertise, grant management, guidance on project selection, environmental processing, infrastructure construction oversight, reporting, monitoring, and project close-out. Our services also include developing policies/procedures for application-based programs and assisting communities in identifying and analyzing loss revenues. Our efforts decrease the burden on local governments while providing needed improvements and services. Managing a complex recovery fund requires a cross-functional team of seasoned, multi-disciplinary professionals led by a manager with the right tools and support system. GrantWorks provides an ARPA Senior Director who supports a project management approach shaped by his training and experience with state and local governments. Our ARPA Senior Director coordinates with our ARPA Project Manager and Client Services Manager to secure ARPA funds, select projects, ensure project compliance, implement the newest guidance from the Treasury, and document efforts via reports from initiation to close-out.

GrantWorks uses a custom-built integrated project and financial management platform to manage project compliance, progress, expenditures, risks, and reporting for ARPA projects. Each identified project is entered into the GW 20/20® project management database, where team members can access project data required to monitor quality, compliance, and progress. GW 20/20® creates project reports that easily convey the budget and status of the client's overall ARPA implementation plan.

THE RESULTS

Timeliness: GrantWorks uses automated project checklists and workflows built into our GW 20/20® project management system to keep projects and communications on track. We build checkpoints to identify bottlenecks and risks. We prioritize proximity to our clients when developing project teams and facilitating in-person meetings necessary for collaboration and communication. **Client cities and counties appreciate GrantWorks' availability, responsiveness, resiliency, and can-do attitude.**

Cost Control: The GrantWorks ARPA team uses processes that have proven successful in over 40 years of working on similar projects. We proactively communicate with all stakeholders to 1) avoid issues that may result in questioned costs or audit concerns and 2) resolve any identified problems as quickly as possible. For each municipality, GrantWorks assists with establishing and maintaining compliant financial records and processes by using the GW 20/20® database to track obligations and expenditures for each ARPA-funded project. Our database collects all information required for Quarterly Project and Expenditure Reports and ensures compliance with federal and state requirements. We maintain electronic documentation to ensure eligibility, compliance, and benchmark conformance. Other cost control services include preparing and submitting all required reports, monitoring changing ARPA compliance guidance, implementing fraud prevention and abuse practices, submitting and reviewing all program invoices, and preparing and submitting closeout documents.

Quality: GrantWorks achieves performance excellence and high-quality services through outreach and engagement of key stakeholders, project assessments, ongoing education, and research on changing ARPA requirements. Project managers hold scope and implementation meetings and provide guidance and support with RFQs, RFPs, contracts, and agreements. Our diverse team is experienced in various project types, from equipment to infrastructure, beneficiary to sub-recipient programs, and anything in between. Project managers can access the knowledge and depth of 300+ staff within GrantWorks. They can access expertise and best practices in labor standards, environmental compliance, acquisition and URA, reporting, procurement, contracting, data management, and planning. GrantWorks has the experience to enhance the quality of any project selected for ARPA implementation.

Business Relationships: GrantWorks assigns project managers to each jurisdiction to provide the best customer service possible and provides additional support from our other internal departments. We ensure completeness on the front end, and our key to success is communication and processes that keep the client included, informed, and respected throughout the entire project lifecycle. We go above and beyond to ensure that all projects are successful.

We encourage recipients to maximize the impact of funds by leveraging dollars, creating private/public partnerships wherever possible, and leveraging other funding sources, as applicable. We understand that many of our clients have grants and financial management departments that will remain in place after the ARPA funds are expended. Our project managers seek to understand and work within existing processes, providing compliance guidance and support, where needed, to respond to your ARPA allocation. We aim to collaborate and provide management services that complement and integrate with existing structures. GrantWorks provides our clients with unrivaled consultant services to further augment their capacity.



ARPA CORONAVIRUS LOCAL FISCAL RECOVERY FUND ADMINISTRATION AND IMPLEMENTATION, CITY OF BROWNSVILLE, TEXAS

\$65.2M

ARPA FUNDS MANAGED

CLIENT

City of Brownsville, Texas

REGION

Lower Rio Grande Valley
Development Council

GRANT PROGRAM

American Rescue Plan Act of 2021
Administered by the U.S.
Department of Treasury

GRANT AMOUNT

\$65.2 million

CONTRACT DATES

September 2021 – December 2026

SERVICES PERFORMED

- Project Management
- Grant Administration
- Procurement per 2 CFR 200
- Environmental Compliance
- Davis-Bacon
- Meetings with Government
Officials & Key Stakeholders
- Strategic Planning
- Project Eligibility
- Data Tracking & Reporting
- Construction Management
- Grant Closeout

THE CHALLENGE

The City of Brownsville was awarded \$65.2 million in aid through the ARPA Coronavirus Local Fiscal Recovery Fund to combat the impact of Coronavirus and strengthen community resources. GrantWorks is working with the City to provide comprehensive professional administration, project selection, and project implementation services related to these funds.

With nearly 67% of Brownsville households lacking access to cable, DSL, or fiber broadband, the City of Brownsville has been ranked the “least connected city” by the National Digital Inclusion Alliance (NDIA) since 2016. The City is using \$19.5 million, the largest share of SLFRF funds, to install a 95-mile underground “middle mile” fiber infrastructure that will bring accessible and affordable broadband to 100% of Brownsville’s population of 189,000.

In addition to the broadband initiative, the City has approved major projects that range from government services and public health response to water and sewer infrastructure. Most of these projects are in the engineering and design phase. They include:

- ▶ Downtown Water & Wastewater Improvements – \$14.5 million
- ▶ Los Tomates Regional Detention Facility & Nature Preserve – \$11.5 million
- ▶ Gladys Porter Zoo Water & Wastewater Improvements – \$5.5 million
- ▶ Cultural & Improvement Beneficiary Grants – \$2.62 million
- ▶ COVID-19 Public Health Response – \$650,000

THE SOLUTION

GrantWorks initially met with City officials and staff to gauge their familiarity with ARPA and the Final Rule and discuss projects they consider most important to benefit the residents of Brownsville.

ARPA Grant Administration & Technical Assistance: GrantWorks provided key technical guidance to help the City and stakeholders (including subrecipients and beneficiaries) understand the complicated ARPA legislation and eligible use of funds. They assisted in project selection and design and identified existing municipal priorities that qualified for funding under ARPA.

2 CFR 200 Procurement: The project management team has reviewed and amended the City's procurement policies and bid documents to ensure 2 CFR 200 compliance and continues to provide procurement assistance as new projects are launched.

Status Reports: With an expansive group of decision-makers, stakeholders, sub-recipients, and beneficiaries to keep informed, GrantWorks publishes a monthly status report that updates project progress, high-level reporting of grant expenditures, and award allocation announcements. This report enables interested parties to operate from a common data set and facilitates transparency and clarity in the administration process. GrantWorks uses its ARPA grant and project management software solution, GW 20/20®, to produce reports for the City. Our team uses GW 20/20® for real-time tracking and managing all projects.

Financial Management: Working closely with the City's accounting department, GrantWorks reviews expenditures and supporting documentation. The project management team updates Project and Expenditure Reports in the U.S. Treasury portal every quarter.

THE RESULTS

Cultural & Tourism Grant Program: Working closely with the City of Brownsville, the GrantWorks team designed and implemented all aspects of an application-based beneficiary program to channel \$2.6 million in ARPA funds to cultural and tourism-related nonprofits impacted by the Pandemic. GrantWorks managed two rounds of funding and continues to provide comprehensive beneficiary administration and monitoring. Services included:

- ▶ Development of Program Guidelines
- ▶ Clearly defining eligibility requirements under ARPA
- ▶ Grant application development and scoring matrix
- ▶ The population of a microsite linked to the City of Brownsville website with an Online Grant Application and supporting documentation, including grant requirements, application instructions, grant program FAQs
- ▶ Planned and hosted Information Sessions (both in person and virtual) for potential applicants
- ▶ Application review and scoring and providing award recommendations
- ▶ Technical advice on how to communicate funding decisions, including providing drafting award letters and phrasing to avoid appeals
- ▶ Financial management of awarded funds
- ▶ Development and administration of Beneficiary Agreements and ongoing beneficiary administration and monitoring



PROFESSIONAL ADMINISTRATION SERVICES CONSULTANT FOR THE AMERICAN RESCUE PLAN ACT FUNDS, JOHNSON COUNTY, TEXAS

\$34.1M

ARPA FUNDS MANAGED

CLIENT

Johnson County, Texas

REGION

North Central Texas Council of Governments

GRANT PROGRAM

American Rescue Plan Act of 2021
Administered by the U.S.
Department of Treasury

GRANT AMOUNT

\$34.1 million

CONTRACT DATES

December 2021 – December 2026

SERVICES PERFORMED

- Program Development
- Grant Administration
- Project Management
- Construction Management
- Procurement per 2 CFR 200
- Meetings with Government Officials & Key Stakeholders
- Project Eligibility
- Data Tracking and Reporting
- Financial Analysis
- Grant Closeout

THE CHALLENGE

Johnson County received a \$34.1 million allocation from the ARPA Coronavirus Local Fiscal Recovery Fund. The County selected GrantWorks as the administrator based on our extensive history managing state and federal grant programs throughout Texas with a particular focus on ARPA since its passage on March 10, 2021. Johnson County required assistance with program design best practices, identifying a need for entities requesting funding, and compliance oversight for their projects.

THE SOLUTION

GrantWorks provides administrative services to assist Johnson County in managing and implementing its \$34.1 million allocation from the ARPA Coronavirus Local Fiscal Recovery Fund and ancillary projects financed from their ARPA allocation. We have met with County officials on numerous occasions to gauge their familiarity with ARPA and the Final Rule and discuss projects they consider most important in benefiting the constituents of Johnson County. Our team reviewed their procurement policies and instructed Johnson County to adopt one we developed to ensure they comply with federal uniform guidance 2 CFR 200. We have also assisted the County in soliciting community input as recommended by the Final Rule and answering questions the County had about the eligibility of the projects the community suggested.

Johnson County is planning to move forward on over 40 projects. The County has already awarded over half of them, including nonprofits and other entities inside the County, for water/sewer infrastructure improvements, public health response projects to better assist and mitigate negative impacts and revenue loss because of COVID-19. GrantWorks has interviewed all applicants for funds to gather data and has provided quantitative analysis of that data to assist the

commissioners in making their decisions. We also continue to help the County's auditing department develop the quarterly project and expenditure report.

THE RESULTS

The value of using GrantWorks is evident in Johnson County. In reviewing County plans to award \$9 million to area nonprofits, we recommended reclassifying program participants from "sub-recipients" to "beneficiaries," a change that simplified the project approach and expedited funding to eligible organizations.

2 CFR 200 Procurement: At the client's request, GrantWorks is optimizing the County procurement process, reviewing all RFP and RFQ documentation and methodology for opportunities to streamline and improve practices and ensure compliance.

Management Reporting: We have also taken responsibility for the project's monthly and quarterly reporting requirements, including coordination with the County and the engineering team on project progress.

Business Relationship: As their ARPA projects commence, we meet regularly with County staff during commissioner court to update and inform all county officials and discuss the next steps and considerations for future projects.



GRANT CONSULTANTS FOR THE USAGE AND ADMINISTRATION OF AMERICAN RESCUE PLAN ACT FUNDS, BASTROP COUNTY, TEXAS

\$17.2M

ARPA FUNDS MANAGED

CLIENT

Bastrop County, Texas

REGION

Capital Area Council of Governments

GRANT PROGRAM

American Rescue Plan Act of 2021
Administered by the U.S.
Department of Treasury

GRANT AMOUNT

\$17.2 million

CONTRACT DATES

December 2021 – December 2026

SERVICES PERFORMED

- Program Development
- Grant Administration
- Project Management
- Construction Management
- Procurement per 2 CFR 200
- Meetings with Government Officials & Key Stakeholders
- Project Eligibility
- Data Tracking and Reporting
- Financial Analysis
- Grant Closeout

THE CHALLENGE

Bastrop County received \$17.2 million in American Rescue Plan Act (ARPA) funds from the U.S. Treasury to assist in recovery from COVID-19. The County recognized that multiple non-profit organizations needed financial assistance due to an inability to fundraise during the pandemic. The County needed a fair and equitable way to distribute its ARPA funds to these organizations.

THE SOLUTION

GrantWorks created and developed the Bastrop County ARPA Public Needs Program upon the County's request. GrantWorks developed guidelines for the program and provided an online application that allowed applicants to submit supporting documents for the application.

Once applications were submitted, GrantWorks staff reviewed the applications, preparing for questions from the Commissioner's Court and County Judge. When further details were required, GrantWorks staff reached out to the non-profit entity to gather the information, especially instructing them on procurement policy, 2-CFR 200, and other federal requirements for funding.

This sub-recipient program is still in its early stages, but the County plans to award more than \$4 million to non-profits that serve Bastrop County residents. GrantWorks staff has assisted Public Needs awardees in developing procurement policies and procedures, including assisting with RFQ and RFP processes for construction projects. GrantWorks has worked with County staff to document and report all aspects of the Bastrop County Public Needs program.

THE RESULTS

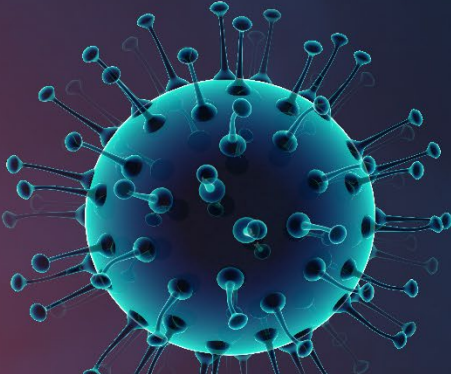
GrantWorks developed guidelines and an application for the Bastrop County Public Needs Program, then met with County staff and their appointed committee to recommend award amounts. The County Judge and Commissioner's Court voted on awards, and GrantWorks went to work developing service agreements with each subrecipient.

Schedule: GrantWorks helped establish this project's schedule and met all implementation milestones. We provided an online application and document-storage process within two weeks of the request.

Cost Control: GrantWorks advised the County on the required selection requirements and reviewed the program budgets and planned expenditures for cost reasonableness, allowability, and allocability.

2 CFR 200 Procurement: GrantWorks has taken extra steps to handle procurement issues with the County and their selected subrecipients, including reviewing past projects to move forward with ARPA projects and retracing steps to ensure that the forward movement of projects is correct in compliance with federal standards.

Business Relationships: The County and the non-profit organizations that applied for funds via the online application process have praised the system GrantWorks provided. They especially noted the ease of use, the ability to upload documents easily and quickly, and the ability to save their information intermittently.



TEXAS CORONAVIRUS RELIEF BILL EMERGENCY RENTAL ASSISTANCE PROGRAM

80,000

HOUSEHOLDS BENEFITED

CLIENT

Texas Department of Housing & Community Affairs (Prime: Horne, LLC)

CONTRACT NUMBER

TDHCA Contract No. 21-064-001-C847

GRANT PROGRAM

Coronavirus Relief Bill
Administered by the U.S.
Department of Treasury

REGION

Statewide

CONTRACT DATES

February 2021 – Ongoing

SERVICES PERFORMED

- COVID-19 Relief Bill Funds
- Case Management
- Application Reviews
- Eligibility Analysis
- Data Management
- Reporting
- Financial Reviews & Payment Processing
- Quality Control

THE CHALLENGE

The Texas Department of Housing & Community Affairs (TDHCA) received \$1.3 billion in Emergency Rental Assistance funds from the Coronavirus Relief Bill. This program provides up to 15 months of rent for past or future payments for tenants who have felt the impact of the COVID-19 pandemic. The use of funds includes rent, rental arrears, utilities, utility arrears, and other housing-related expenses. Assistance under the new program is only available to households with income less than 80% of the area's median income, which varies by county and by the number of members in a household. Both landlords and tenants can apply. TDHCA expects 80,000 households will benefit from this new rental assistance program.

THE SOLUTION

GrantWorks performs eligibility analyses, quality control reviews, and payment processing services as a subcontractor to Horne, LLC. GrantWorks staffs 16 positions, including 13 Eligibility Analysts and 3 Quality Assurance Specialists. Our staff members process applications, review income, and determine eligibility for program benefits. We also verify rent, utility, and other household expenses by analyzing documentation provided by tenants and landlords. Other responsibilities include:

- ▶ Provide financial control information by collecting, analyzing, and summarizing data.
- ▶ Create updates and reports to communicate the progress of the program effectively.
- ▶ Collect and verify information provided by tenants and landlords.

- ▶ Develop and maintain professional relationships with the case management team, homeowners, landlords, tenants, and other external groups to provide effective and timely customer service, information, and problem-resolution
- ▶ Establish and maintain an extensive electronic and hard copy filing system for homeowners, landlords, and tenants
- ▶ Review completed applications and approve funding

THE RESULTS

Schedule: The GrantWorks team members routinely exceed daily performance expectations. They often double or triple the expected productivity goals. Our team members have been promoted to perform higher-level quality control functions because of our efficiency and attention to detail.

Quality: GrantWorks provides a team of well-trained professionals who provide efficient and accurate program eligibility and award analyses. Our team communicates with tenants and landlords to gather the necessary documentation and promptly enters data into TDHCA's electronic data system. Both applicants and landlords have commented on our quality of assistance, responsiveness, and communications:

"Zabelle, good morning! I want to thank you for being so prompt and diligent on my case. I was approved, and you helped me get that. I am forever grateful. I would like to let your organization know how much of a good job you are doing, helping people recover from this pandemic."

Successful Applicant

"Danyail, I just saw that my application was approved! I would like to thank you for your assistance and patience! THANK YOU, DANYAIL!"

Successful Applicant

"Awesome!!! I am unexplainably elated!!! God bless you and this process."

Successful Applicant

"I just wanted to say thank you for all your help. I truly appreciate your assistance in getting this grant for my rent. It's a blessing, and forever grateful. God bless!"

Successful Applicant



TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION PROGRAM

\$609M+

CDBG-MIT PROJECTS

CLIENTS

Multiple Cities and Counties Across Texas

CONTRACT NUMBER

65+ Contracts with Multiple Cities and Counties Across Texas

GRANT PROGRAM

U.S Department of Housing & Urban Development, Community Development Block Grant-Mitigation (CDBG-MIT) Program Administered by the Texas General Land Office

TOTAL GRANT AMOUNT

\$609,389,718

CONTRACT DATES

2021 – Ongoing

SERVICES PERFORMED

- Federal & State Funding Compliance & Management
- Investments in Water, Sewer, & Infrastructure
- Application Development
- Grant Administration
- Project Management
- Construction Management
- Financial Analysis
- Data Management
- Cost Control

THE CHALLENGE

The Texas Community Development Block Grant-Mitigation (CDBG-MIT) program aims to increase disaster resilience and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, lessening the impact of future disasters. Congress appropriated \$12 billion in CDBG funds in February 2018, specifically for mitigation activities for qualifying disasters in 2015, 2016, and 2017, and HUD was able to allocate an additional \$3.9 billion, bringing the amount available for mitigation to nearly \$16 billion. Texas received \$4.2 billion, with an additional allocation of \$4.6 million for a total of \$4.3 billion.

THE SOLUTION

GrantWorks works with eligible grantees to implement strategic and high-impact mitigation projects. These projects help mitigate disaster risks and reduce future losses. We administer both HUD and state funding programs.

GrantWorks' Texas CDBG-MIT team has performed work, including the 2015 and 2016 Floods and the Hurricane Harvey disaster event for 65+ counties and cities across Texas. Over 65+ CDBG-MIT applications were submitted for grant requests totaling \$609,289,718 and leveraged amounts for CDBG-MIT projects totaling \$5,912,566.

GrantWorks is administering, managing, and completing projects that include improvements to drainage structures (roadside ditches, culverts, flood gates, retention ponds, etc.), street systems, wastewater infrastructure (collection and treatment systems), water infrastructure (distribution, treatment, and storage systems), and other mitigation enhancements. These projects serve various beneficiary areas, from target areas within cities and counties to broader citywide and countywide efforts.

THE RESULTS

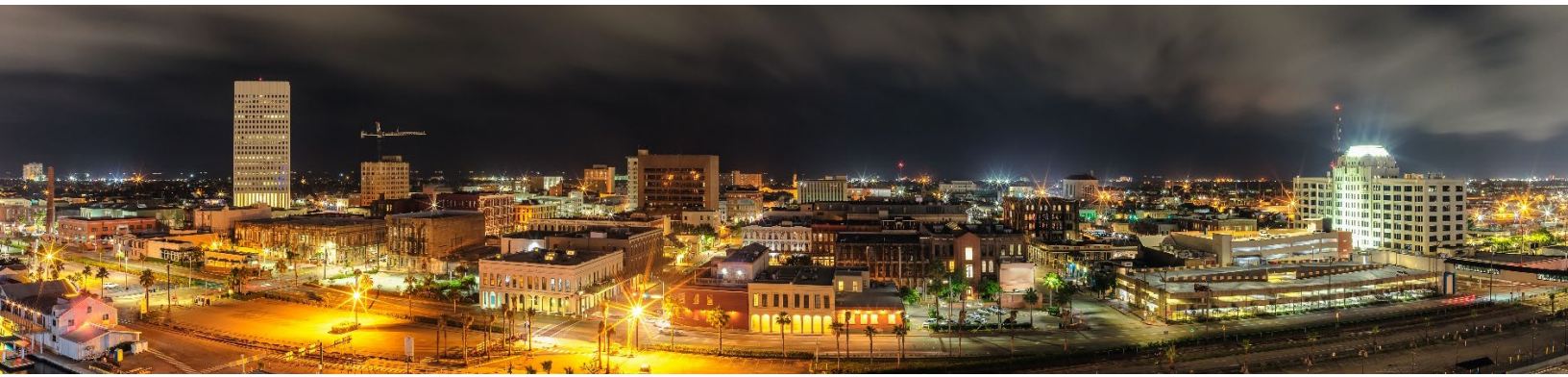
Schedule: We use project checklists and workflows to keep things on track. We build checkpoints and oversight so potential issues can be discovered at the earliest point in the process and addressed before they create a problem. We have received numerous compliments from client cities and counties expressing appreciation for GrantWorks' timely responses.

Cost Control: GrantWorks works proactively with all stakeholders to 1) avoid issues that may result in questioned costs or audit concerns and 2) resolve any identified problems as quickly as possible. For each municipality, GrantWorks assists with establishing and maintaining compliant financial records and processes by providing a grant ledger to track expenses for grant dollars and local leverage contributions, reporting for all grant activities, and recordkeeping requirements that comply with federal, state, and local regulations. Our recordkeeping methods consistently receive high marks from state and federal monitors. We focus on maintaining electronic and hard copy documentation so that the jurisdiction is always audit-ready and ensures eligibility and benchmark conformance. Other cost control services include preparing and submitting all required reports, monitoring CDBG-MIT program compliance, implementing fraud prevention and abuse practices, submitting and reviewing all program invoices, and preparing and submitting closeout documents.

Timeliness: GrantWorks establishes objectives and efforts that align with each entity's need to address mitigation efforts. We create a cohesive work environment coordinating federal, state, and local requirements to complete services on time. We completed our work and services ahead of time in many areas, such as environmental reviews, mitigation planning, application development, and risk assessments.

Quality: GrantWorks achieves performance excellence and high-quality services through outreach and engagement of key stakeholders, project assessments, application assistance, scope and project planning, and implementing effective processes and communication with federal, state, and local officials. These mitigation projects aim to reduce the risk to public infrastructure and services that benefit human health, safety, and/or economic security from being severely affected by natural disasters. The quality of our services and the completion of the mitigation projects transform the communities we serve into safer places.

Business Relationships: To provide the best customer service possible, GrantWorks assigns project managers to each jurisdiction and provides additional support from our other internal departments. We do it right the first time, and our key to success is communication and processes that keep the client included, informed, and respected throughout the project. We go above and beyond to ensure that all projects are successful. We encourage recipients to maximize the impact of funds by leveraging dollars, creating private/public partnerships wherever possible, and coordinating with other federal funding sources if applicable. We support data-informed investments, focusing on the repetitive loss of property and critical infrastructure. We build capacity through ongoing training and adopting policies that reflect local and regional priorities that will have long-lasting effects on reducing a community's disaster risk and decreasing future disaster costs.



HURRICANE IKE CDBG-DR INFRASTRUCTURE IMPROVEMENT PROGRAM, GALVESTON, TEXAS

\$91.3M

CDBG-DR AND FEMA GRANTS

CLIENT

City of Galveston, Texas

CONTRACT NUMBER

15-081-000-8748

REGION

Houston-Galveston Area Council

GRANT PROGRAM

U.S. Department of Housing & Urban Development, Community Development Block Grant-Disaster Recovery Program Administered by the Texas General Land Office

GRANT AMOUNT

\$91,322,457

CDBG-DR: \$81,201,258

FEMA: \$10,121,199

CONTRACT DATES

October 2014 – October 2021

SERVICES PERFORMED

- Grant Writing & Applications
- Grant Administration
- Project Management
- 2 CFR 200 Procurement
- Financial Management
- Environmental Services
- Data Tracking & Reporting
- Acquisition/URA
- Stakeholder Coordination
- Recordkeeping
- Construction Management
- Davis Bacon Labor Standards Compliance Monitoring
- Project Closeout

THE CHALLENGE

Hurricane Ike, which came ashore with Category 2 winds and a storm surge as high as 17 feet in some locations, devastated the City's housing, businesses, and infrastructure. The damage was so severe that the number of recovery projects needed to be recovered, and the costs associated with these projects were staggering. The City initially prioritized restoring and hardening critical water and sewer facility projects. The local cost-share for water, sewer, drainage, and road projects was initiated with \$10 million in FEMA Public Assistance funds. The City also saw an opportunity for strategic investment in neighborhoods and public facilities to encourage a broader economic recovery.

This complex \$212 million multi-agency-funded program encompassed more than 35 major infrastructure and non-housing projects ranging from infrastructure improvements to economic development programming and planning over a performance period of seven years.

The City of Galveston hired GrantWorks to provide professional grant administration services in 2014 after a previous firm failed to deliver the level of support and technical expertise required by the City. The Texas General Land Office funded the City of Galveston through three cycles: Round 1 for \$107 million, Round 2.1 for \$24 million, and Round 2.2 for \$81 million. GrantWorks served as the City's grant administrator for all three funding rounds.

THE SOLUTION

The City of Galveston received funding for over 35 projects, including the rehabilitation of a pump station and water tanks, a new pump station, a fire station, a public works building, a wastewater treatment plant, streets, demolition and clearance of a fire station and incinerator, and planning. The funds provided reliable and continuous potable water, ensured roadway and city service function, and provided safe

and efficient wastewater treatment. GrantWorks provided grant administration and project delivery services to the City.

THE RESULTS

Schedule: GrantWorks scheduled and hosted regularly scheduled meetings with all parties, including engineers, architects, project managers, and environmental specialists, to discuss timelines. GrantWorks also worked with the City and GLO on all extension requests. The regular status updates and planning meetings implemented by GrantWorks played an essential role in maintaining stakeholder alignment, schedules, and successful completion of projects under the program.

Cost Control: GrantWorks closely monitored the project budget, assisted with procuring materials testing and environmental services, and advised the City on any budget changes. GrantWorks thoroughly reviewed draws for any ineligible costs.

Quality: GrantWorks assisted the City with qualifying the projects in the application phase and implementing the project tasks as they moved through construction and close-out. GrantWorks also helped the City acquire donated property for off-site parking for the Public Works Building project.

Business Relationships: GrantWorks facilitated weekly conference calls to coordinate with the City and GLO staff members and helped strategize the projects' next steps.

KEY ACCOMPLISHMENTS

Economic Development Loans for Local Businesses: GrantWorks provided grant administration services to establish an Economic Development Loan Program with \$2.28 million allocated funds for recovery efforts by the local business community.

Managing Historic Structures: The Galveston Water & Electric Light Building was built in 1904. GrantWorks coordinated with the Texas Historical Commission to rehabilitate the building's exterior facade with added weatherization protections to improve the structure's physical integrity. The team worked with the City to renovate the interior for public use as a community center serving a mixed-income, multi-family community.



Renovated Galveston Water & Electric Light Building

Environmental Resolution: Environmental issues arose on several projects, including the 59th St. Water Tank Rehabilitation & Incinerator Demolition project. The Environmental Engineers identified soil contamination upon removal of the incinerator. The GrantWorks Environmental Team worked closely with Environmental Engineers to determine the extent of the problem and planned and oversaw the soil remediation efforts.



Galveston Public Works Building

Land Acquisition: GrantWorks provided federally compliant acquisition services for purchasing 20 parcels of land under 13 unique transactions to support an infrastructure project and helped the City acquire donated property for off-site parking to construct the Galveston Public Works Building.

Davis-Bacon Labor Standards Violations: GrantWorks identified potential wage-standard violations in the payroll reports from a subcontractor. GrantWorks worked closely with the Department of Labor, GLO, and the City to investigate the discrepancies, clarify the issues, and ensure the subcontractor made reparations.



HURRICANE IKE CDBG-DR ROUND 2.2 FUND INFRASTRUCTURE IMPROVEMENT PROGRAM, HOUSTON, TEXAS

\$22M

CDBG-DR GRANT

CLIENT

City of Houston, Texas

CONTRACT NUMBER

14-236-000-8329

REGION

Houston-Galveston Area Council

GRANT PROGRAM

U.S. Department of Housing & Urban Development, Community Development Block Grant-Disaster Recovery Program Administered by the Texas General Land Office

GRANT AMOUNT

\$22 million

CONTRACT DATES

October 2014 – March 2019

SERVICES PERFORMED

- Grant Writing & Applications
- Grant Administration
- Project Management
- 2 CFR 200 Procurement
- Financial Management
- Stakeholder Coordination
- Recordkeeping
- Construction Management
- Davis Bacon Labor Standards Compliance Monitoring
- Project Closeout

THE CHALLENGE

After Hurricane Ike landed on September 13, 2008, the City of Houston sustained flooding, causing critical street and drainage infrastructure to fail. Floodwaters submerged the City's roadways, and the existing storm sewer/drainage system infrastructure could not handle the volume of water generated during the storm. The flooding and resultant infrastructure failures threatened residents' public health, safety, and welfare and impeded emergency vehicle access.

THE SOLUTION

The City of Houston selected GrantWorks to project grant administration and project delivery services. The City of Houston used \$22 million in CDBG-DR funds to improve drainage in four lower-income central city neighborhoods to repair the infrastructure and reduce the possibility of failure in future storms. Activities included constructing storm sewers, drainage ditches, culverts, and other flood and drainage improvements serving the Near Northside. GrantWorks also restored the function of the road for primary access and emergency vehicle use and reconstructed an open ditch storm drainage system in the Greater Fifth Ward, Near Northside, and Old Spanish Trail/South Union neighborhoods.

THE RESULTS

Schedule: GrantWorks provided and delivered all services on time with no findings.

Cost Control: GrantWorks staff worked with local stakeholders and project engineers to ensure all project elements were within budget. The infrastructure improvements included four separate construction projects, each bid and constructed at different times. We maintained a

grant ledger and tracked project costs closely with the project engineer for cost control to account for each project's costs.

Quality: GrantWorks worked with the City of Houston Housing and Community Development Department staff, Near Northside TIRZ Board, Houston Public Works, Mayor's Recovery Office, General Land Office, Jones & Carter, and RPS Engineering to ensure that the projects conformed to performance statements and schedules. As needed, we conducted monthly meetings and held weekly meetings at critical junctures. These meetings helped ensure all stakeholders were well-informed and ready to move to the project's next step. Effective stakeholder communication and coordination were essential for this large-scale five-year project.

Business Relationships: GrantWorks coordinated with several City Departments to facilitate project implementation. One of the open ditch locations was adjacent to an identified hazard facility, triggering additional environmental clearance requirements. Rather than delay construction for all locations, GrantWorks proposed splitting the construction contracts to allow open ditch work to start in other locations. GrantWorks expedited the construction to restore the drainage's function outside several neighborhoods impacted by Hurricane Ike by allowing the open ditch work to start in other locations. We expedited the bidding and construction process once GrantWorks cleared the last site environmentally.

1.6 Assigned Individuals

GrantWorks has the staff and capacity to complete multiple simultaneous large- and small-scale projects and scopes of work. We have experience with the U.S. Treasury, CARES Act, CDBG, CDBG, Disaster Recovery, FEMA Hazard Mitigation, or similar construction and service projects.

Our capacity extends to the number and the quality of staff we bring to the table (**Figure 4**). Our team has administered state and federal programs for over 45 years. The breadth of our experience and the lengthy tenure of our senior staff means that this team has a thorough knowledge of program-specific requirements and cross-cutting federal regulations, including 2 CFR 200, ARPA, Stafford Act, and Supplemental Appropriations Bills.

Figure 4: Why should the City of Bunker Hill Village select GrantWorks?

| GRANTWORKS KEY STRENGTHS AND BENEFITS – WHY SHOULD THE CITY OF BUNKER HILL VILLAGE SELECT US? | |
|---|---|
| We are ahead of the curve, having established and staffed an ARPA Team in February 2021. | ✓ |
| We are well-connected, having contracted with a lobbyist to get our questions answered. | ✓ |
| Our dedicated Client Services Department will support you after the projects are complete. | ✓ |
| With 300+ full-time employees, we are the largest Texas-based firm dedicated to project management for local governments. | ✓ |
| We can carry out the work in-house (we do not need to subcontract the work). | ✓ |
| We have experience implementing multiple grant programs in Texas. | ✓ |
| We have extensive experience with water, sewer, drainage, and street projects. | ✓ |
| We are knowledgeable of USDT and TDEM systems and processes. | ✓ |
| We know local codes and ordinances (zoning, floodplain, permitting, building code). | ✓ |
| We understand federal and Texas statutes and regulations (ARPA, 2 CFR 200, Local Gov't Code). | ✓ |

GrantWorks hires and retains skilled and experienced employees—over 40% of our employees hold a master’s degree in law, city planning, engineering, business administration, construction management, public administration, or fields relevant to implementing federal grant projects. With our strong connections in Texas communities, we have the capacity and expertise needed to execute these services immediately. Look no further; our staff believes in working on projects through teamwork, where teamwork is the ability to work together toward a shared vision—your vision.

1.6.1 Organization Chart

We have provided an organization chart in **Figure 5**. Upon award, our Subject Matter Experts Jo Carroll, Ken Pevovar, PMP, Mary Shapiro, and Sherie Goin Marks, PHM, will work with Senior Director Greg Aiello, PE, to assign a project team to work on your ARPA program. GrantWorks has summarized the qualifications and experience of our leadership, program management, and project delivery staff below.

Our ARPA Team leadership will identify the specific staffing needs of each project. As determined by the project's needs, we will designate fully trained support staff to assist the assigned Project Manager with expert/specialty services such as procurement, construction management, planning, environmental, labor standards, and GIS/mapping support. The organizational chart and the short bios below describe only a few of our available staff who can provide support services to ensure that all projects comply with U.S. Treasury requirements.

1.6.2 Leadership and Program Management Team



Bruce Spitzengel, President

Project Role: Principal-in-Charge

Bruce has worked with grants since 1975, first as the planning director for Texas City, and then as CDBG Manager for Pasadena, Texas. In 1979, he founded a Houston, Texas-based firm that eventually became GrantWorks. The firm has grown to include 300+ employees in 3 primary offices and 77 field locations, with headquarters in Austin, Texas. GrantWorks is one of Texas' most successful local government grant service providers. Bruce has extensive expertise in ARPA, CDBG, FEMA, HOME, transportation, planning, infrastructure development, affordable and fair housing, and application/grant preparation.



Jo Carroll, Senior Vice President, Program Operations

Project Role: ARPA Subject Matter Expert

Jo Carroll has 40 years of leadership experience designing, managing, and implementing federally funded community development, infrastructure, public works, public services, and housing programs, including ARPA, HUD, CDBG, CDBG-DR, FEMA, HOME, HOPE, Tax Credits, and Texas Housing Trust Fund. In addition to managing over 100 federally funded infrastructure projects, her experience includes implementing and managing over \$1.6 billion in major CDBG-DR programs and assisting over 10,000 homeowners. Jo uses her extensive knowledge to help with policy development, program design, process implementation, and project management.



Ken Pevovar, PMP, Senior Vice President, Program Management

Project Role: ARPA Subject Matter Expert

Ken Pevovar, PMP, has 16 years of experience managing and implementing ARPA, FEMA, HUD CDBG-DR housing and infrastructure projects in every stage of the lifecycle, from initiation to close-out. He has extensive training and experience in construction and project management. He is certified at the master level for Xactimate 28 estimating software and is a PMI Certified Project Manager. Ken brings program implementation and construction experience to this engagement. He has overseen the rehabilitation and reconstruction of 4,000+ single-family/multifamily housing units damaged by natural disasters.

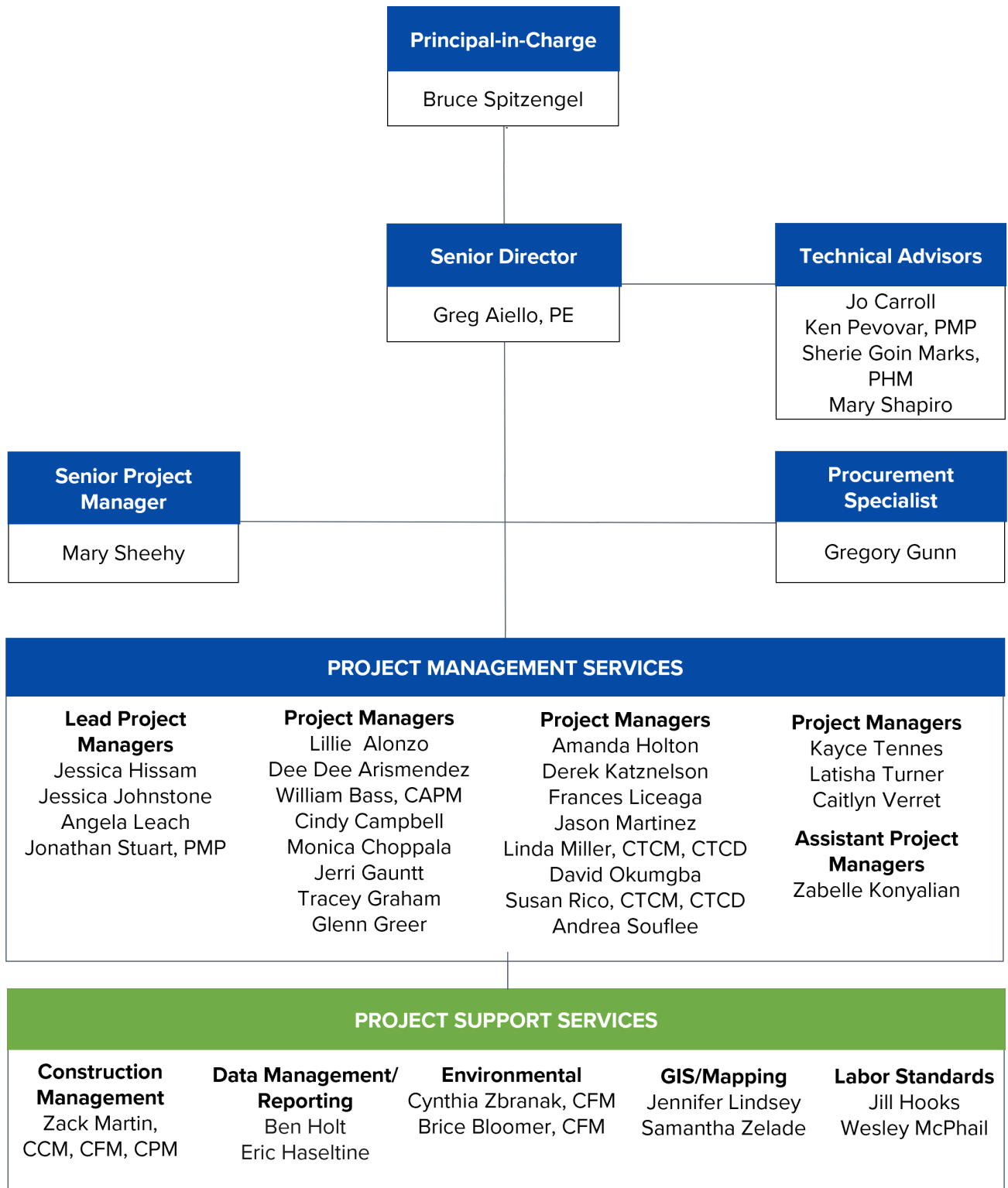


Figure 5: The GrantWorks Team's Detailed Organization Chart for the ARPA Program



Mary Shapiro, Vice President of State Program Management

Project Role: ARPA Subject Matter Expert

Mary Shapiro has over 18 years of experience managing large-scale grants, programs, and projects and significant regulatory compliance and policy expertise in disaster recovery, housing and infrastructure, and environmental planning. Mary is an ARPA program design and delivery expert focusing on continuous process improvement. She serves as a resource to a 40-member team, assisting with distilled U.S. Treasury guidance, issue/resolutions trending, best practice planning, monitoring, and all related change, budget, and performance management needs. She oversees the daily development and oversight of all ARPA-specific policies and procedures, including researching and developing standardized written and systematic tools and workflow processes and assessing quality and compliance at the global, client, and individual project levels. Mary provides leadership support on consultation and project management operations within the GrantWorks ARPA Department. She has extensive experience in all program management phases, from initiation, procurement, and planning through closeout. She holds a BS in Psychology from Louisiana State University.



Sherie Goin Marks, PHM, Associate Vice President, State Programs

Project Role: ARPA Subject Matter Expert

Since the inception of the American Rescue Plan Act (ARPA), Sherie has provided operational and managerial support, leadership, technical assistance, compliance, and expertise for multiple jurisdictions. Her experience covers every eligible ARPA activity from start-up to closeout. With over 38 years of experience and as a former Community Development Manager for numerous cities, Sherie has overseen all aspects of the grant, financial, and construction management for various federal, state, and local programs, including New Jersey. She managed 1,000+ programs and projects in 7 different reporting systems, oversaw rehabilitation/ construction of 2,000+ housing units, completed 75 infrastructure projects, and closed out over 50 grants.



Greg Aiello, PE, Senior Director

Project Role: ARPA Managing Senior Director

As the ARPA Managing Senior Director, Greg Aiello provides leadership and project management expertise supporting multiple ARPA programs and projects. He manages the GrantWorks ARPA Team and provides the guidance and support required for successful project implementation. Greg reviews project scopes and assigns personnel with the knowledge, skills, and experience necessary for success. He mentors the team and coordinates resource requirements within the GrantWorks framework. Greg is a Professional Engineer with over 20 years of experience leading high-profile projects related to disaster recovery, commercial construction, and transportation engineering. Greg takes pride in leading large teams and providing strategic guidance, which results in quality services and client satisfaction.



Kelle Odom, Director of Client Services

Project Role: Director of Client Services

Kelle Odom has over 30 years of business management experience in the public and private sectors. Kelle joined GrantWorks in 2013, bringing 20 years of grant management experience. She previously worked with the Texas General Land Office, the Texas Department of Rural Affairs' CDBG-DR programs, and a private grant management consulting firm. Kelle oversees a team of Client Services Managers and Representatives and GrantWorks' relationship with its clients. She maintains high retention rates, developing long-term relationships with repeat clients. She also manages the company's accounts and communicates with clients to ensure their satisfaction. Her responsibilities include tracking data about accounts and intervening when problems occur. She leads marketing and outreach. She manages staff, clients, processes, and policies for all accounts.

1.6.3 Project Management Team



Gregory Gunn, Procurement Specialist

Project Role: ARPA Procurement Specialist

Gregory Gunn spent 15 years in the U.S. Army as a Contingency Contracting Officer, Contracting Specialist, and Instructor/Training Program Manager before joining GrantWorks. Gregory evaluates and determines compliance with federal, state, and local procurement requirements related to 2 CFR 200. He conducts reviews of procurement documents to determine compliance with laws, regulations, and policies and procedures. He also follows quality assurance procedures to produce accurate and complete work products. Gregory evaluates procurement proposal documents using best practices and maintains policies, procedures, and guidelines related to procurement. Gregory is a resource for project managers overseeing various ARPA projects requiring procurement under 2 CFR 200.



Mary Sheehy, Senior Project Manager

Project Role: ARPA Senior Project Manager

Mary Sheehy has 14 years of experience in project management and implementation of state and federal residential programs for CDBG-DR (NJ-Sandy and TX-Harvey), low-income Housing development (NJHMFA), and energy efficiency residential upgrades (weatherization). Previous experience includes working with developers and community organizations on residential and/or green residential development projects, coordinating funding between state agencies for energy efficiency and renewable energy financing for multi-family affordable housing, and developing policies and programs in New Jersey. In addition, her spectrum of skills includes eligibility reviews, case management, specialized projects, compliance and monitoring, closeout and scope of work reviews, utilization of training tools, and adherence to regulatory updates related to managing government-funded programs. Mary has an MS in City Planning, Environmental, and Physical Planning from Rutgers University and a BA in Architecture from the University of Houston.



Jessica Hissam, Project Manager

Project Role: ARPA Lead Project Manager

With 11 years of experience, Jessica Hissam uses her interdisciplinary project management, multi-system policy research, and program implementation skills to oversee and support complex governmental and grant-funded behavioral health and social service programs at the state and local levels. She also uses her expertise to foster interdisciplinary collaborations across systems to maximize organizational impact and provide our clients with the best possible service. Jessica holds a BA in Psychology and Criminology from St. Edward's University.



Jessica Johnstone, Project Manager

Project Role: ARPA Lead Project Manager

Jessica Johnstone is an experienced project management professional. She is a self-driven critical thinker with experience in environmental outreach, coordination, and technical assistance. Her growth mindset, unique knowledge, and skills make her a strong ARPA Project Manager. Jessica earned a BS in Ecosystem Science & Sustainability from Colorado State University and an AS from Georgia Highlands College.



Angela Leach, Project Manager

Project Role: ARPA Lead Project Manager

Angela Leach has seven years of experience in grant writing and management. She is an experienced disaster recovery manager with critical thinking and policy analysis skills. She is also an outcome-focused leader skilled in collaboration. Under the ARPA Program, Angela coordinates and expedites projects, working directly with local government contacts, U.S. Treasury staff, engineers, and other professional service providers. Angela holds a BS in Psychology from Angelo State University.



Jonathan Stuart, PMP, Project Manager

Project Role: ARPA Lead Project Manager

Jonathan Stuart is an experienced Project Manager with over 13 years of experience working in construction, service, and start-up environments. His project management experience includes working with third-party contractors/vendors from all over the world. He coordinates and expedites projects for the ARPA Program, working directly with local government contacts, U.S. Treasury staff, engineers, and other project service providers. Jonathan is fully qualified in Project Management with a PMP certification and holds a BA in Philosophy from the University of Stoney Brook.



Lillie Alonzo, Project Manager

Project Role: ARPA Project Manager

Lillie Alonzo is an experienced analytical thinker and strategic leader. Her knowledge and skills include budgeting, leadership, contract management, problem-solving, and oral and written communication. With 19 years of project management experience, she has a strong background and an excellent record of meeting deadlines.



Dee Dee Arismendez, Project Manager

Project Role: ARPA Project Manager

Dee Dee Arismendez is a dedicated and highly motivated ARPA Project Manager with a proven customer service record across multiple communities. With over 20 years of federal grant administration experience, she stays abreast of constantly evolving grant program requirements and communicates with clients, individuals, and others. With her knowledge of the ARPA, she assists customers by providing resources, information, tools, and guidance. Dee Dee has an AS in Data Entry Processing from Coastal Bend College and a BAAS in Psychology from Texas A&M University.



William Bass, CAPM, Project Manager

Project Role: ARPA Project Manager

With eight years of experience, William Bass is a Project Manager with a team management, customer success, and program development background. He is energetic, personable, and curious. He is also passionate about delivering projects on time and under budget. William has a BA in Philosophy from the University of Texas at Austin. He is also a Certified Associate in Project Management (CAPM) through the Project Management Institute (PMI). He has a Project Management Certification from the Center for Professional Education, University of Texas at Austin.



Cindy Campbell, Project Manager

Project Role: ARPA Project Manager

Cindy Campbell has over 29 years of project management and finance experience. She has worked with local municipal and county governments and developed strong stakeholder relationships. Cindy coordinates and manages multiple moderately complex projects at various stages of implementation. She communicates with local officials, service providers, and state and federal agencies. She helps manage the financial details of a project, including reviewing contractor pay estimates and professional service invoices, budget tracking, billing projections, and payment thresholds. Cindy assists with reviewing project documents, including applications, demographic surveys, maps, and environmental assessments; periodically scheduling and arranging public meetings; and tracking performance milestones and deadline events, including reports, contract amendments, newspaper advertisements, and grant-specific requirements.



Monica Choppala, Project Manager

Project Role: ARPA Project Manager

With six years of project management experience, Monica Choppala is an enthusiastic civil engineer who brings first-rate critical thinking and communication skills, deep construction industry knowledge, and other advanced skills. As an engineer, Monica is accomplished in every aspect of project execution, including marketing, proposals, revision, design, personnel management, construction oversight, and public relations. She has worked for NYCHA and with various general contractors, performing CADD design, drafting as per specifications, and ensuring compliance with quality assurance procedures and requirements.



Jerri Gauntt, Project Manager

Project Role: ARPA Project Manager

Jerri Gauntt is an ARPA Project Manager with GrantWorks. She is a former Belton City Council member and community volunteer. Jerri has five years of federal grant administration experience from the City of Belton. She has seven years of experience in various roles with Belton Independent School District. Jerri holds a BS in Agricultural Development and an MEd in Agricultural Education from Texas A&M University in College Station.



Tracey Graham, Project Manager

Project Role: ARPA Project Manager

Tracey Graham has experience in collectively managing over \$25 million in federal grants with the U.S. Department of Housing and Urban Development, the Environmental Protection Agency, and the National Park Service. She has served as the point of contact in monitoring and evaluating plans, focusing on results, and measuring the attainment of outcomes. She is currently a Project Manager on federal grants. In this role, Tracey is enhancing her knowledge and assisting in creating procedures for accessing, evaluating, managing, and monitoring federal grant programs or projects for compliance with statutes, regulations, policies, and procedures. Tracey holds an MBA from Southern New Hampshire University and a BS in Accounting from Grambling State University.



Glenn Greer, AICP, CAPM, Project Manager

Project Role: ARPA Project Manager

Glenn Greer is an enthusiastic, analytical, and resourceful project manager with four years of management experience and a record of streamlining daily business operations, planning and organizing projects and events, and leading community development initiatives. Glenn has experience in municipal government, including an exceptional understanding of municipal and regional planning principles and practices. He is also skilled in conducting detailed research and analysis, compiling, and summarizing technical data, and ensuring high-quality customer service.



Amanda Holton, Project Manager

Project Role: ARPA Project Manager

As a Project Manager, Amanda Holton coordinates and manages multiple projects funded primarily by ARPA via the U.S. Treasury. She communicates with local officials and various state and federal agencies daily. Amanda reviews project documents and manages financial details, including contractor pay estimates, professional service invoices, billing projections, and budget tracking. She also tracks and meets performance milestones and deadlines. Amanda interprets government publications and regulations about project implementation. Amanda also has four years of auditing and quality assurance experience.



Derek Katznelson, Project Manager

Project Role: ARPA Project Manager

Derek Katznelson is an ARPA Project Manager at GrantWorks. He has over 10 years of experience in writing, research, and financial management of processes, programs, and projects. His former programs include TWDB's Flood Infrastructure Fund, TCEQ's Water Quality Planning Grant, and EDA's Regional Resilience Coordinator for the Lower Rio Grande Valley. He communicates with ARPA recipients, U.S. Treasury officials, and engineers to collaborate on procedure and compliance documents, prepares quarterly reports for submittal to the U.S. Treasury on the use of ARPA funds, and maintains eligible expenses and budget compliance. Derek holds an MS in Disaster Studies from the University of Texas and a BS in Anthropology from Colgate University.



Frances Liceaga, Project Manager

Project Role: ARPA Project Manager

With seven years of project management experience, Frances Liceaga is an experienced Project Manager specializing in executing multiple projects simultaneously. She has an extensive background and knowledge in state-funded programs, reporting, training, and compliance. Frances has successfully assisted in various state- and federal-funded programs, such as emergency rental assistance and hurricane recovery infrastructure projects. Her leadership experience includes delegating tasks amongst different departments, improvising, and team development. Frances has a BA in Communications from Rutgers University.



Jason Martinez, Project Manager

Project Role: ARPA Project Manager

Jason is currently an ARPA Project Manager and has over three years of experience in writing, research, and grant management, and more than 10 years of experience in the financial management of processes, programs, and projects. In addition, Jason has experience working with multiple agencies, including FEMA, the Texas Department of Emergency Management, the U.S. Economic Development Administration, Non-Profit Organizations, the Council of Governments, and local entities. Jason coordinates and manages multiple complex projects at various stages of implementation. This includes coordinating with senior officials and client staff and ensuring compliance with all state and federal requirements. Jason has an MPA in Public Affairs and a BA in Political Science from the University of Texas Rio Grande Valley.



Linda Miller, CTCM, CTCD, Project Manager

Project Role: ARPA Project Manager

Linda is a project manager with 20+ years of experience. As a Lean Six Sigma Black Belt, she is a results-driven, strategic leader. She uses the DMAIC methodology to maximize impact and provide the best possible outcomes. Linda uses her self-driven critical thinking skills to foster collaborations across government organizations. She has developed and implemented performance and process improvement projects to identify, collect, and analyze business procedures to remove waste, reduce variations, achieve compliance, and ensure project success. Linda holds a BBA in Business Administration from the University of Houston.



David Okumgba, Project Manager

Project Role: ARPA Project Manager

David Okumgba is a results-driven and well-organized ARPA Project Manager. He multitasks, learns new skills rapidly, and is flexible in managing competing priorities. David is adept at recognizing potential obstacles and launching the steps needed to analyze risk. He thrives on problem-solving and meeting challenges with solutions that are technically sound and financially feasible. David coordinates and expedites projects, working directly with local government contacts, U.S. Treasury staff, engineers, and other professional service providers. He holds a BBA in Project Management from the American InterContinental University.



Susan Rico, CTCM, CTCD, Project Manager

Project Role: ARPA Project Manager

As an ARPA Project Manager, Susan Rico brings four years of experience in data analysis and emergency services programs. She has developed and implemented monitoring processes to identify, collect, and analyze case management procedures to achieve compliance. Susan has assisted in developing and implementing program systems, processes, and forms that ensure project success. She holds an MS in Applied Data Science from Syracuse University, an MEd in Exercise Science from the University of Texas, and a BS in Exercise and Sports Science from Texas State University.



Andrea Souflee, Project Manager

Project Role: ARPA Project Manager

Andrea answered an inner calling to help strengthen communities by using her unique experiences, talents, and education. She has worked and volunteered in various capacities in nonprofit organizations, including grant assessment, submission, evaluation, and allocation. She delivered results by building relationships within various communities using my organizational and managerial skills and listening to the organization's needs. Andrea also worked for Texas Health and Human Services and two United Ways in Texas for several years. She earned an MPA in Public Administration and a BFA in Fine Arts from the University of Texas at Arlington.



Kayce Tennes, Project Manager

Project Role: ARPA Project Manager

Kayce Carroll is a Project Manager at GrantWorks. She has over six years of disaster recovery and grant management experience, including knowledge of HUD's Community Development Block Grant-Disaster Recovery (CDBG-DR) program for housing rehabilitation, reconstruction, elevation, mitigation, resiliency, demolition, lead-based paint assessments and clearances, and asbestos assessments. She also has training and knowledge of the environmental review process.



Latisha Turner, Project Manager

Project Role: ARPA Project Manager

Latisha Turner has six years of grant and project management experience. She has managed projects under the ARPA, Multifamily HOME, National Housing Trust Fund, and other federal programs. As an ARPA Project Manager, Latisha coordinates and expedites projects, working directly with local government contacts, U.S. Treasury staff, engineers, and other professional service providers. ARPA funds are distributed directly to the state or local government (cities and counties) via the U.S. Treasury. The projects are mainly related to water, sewer, or broadband improvement.



Caitlyn Verret, Project Manager

Project Role: ARPA Project Manager

Caitlyn Verret coordinates and expedites projects, working directly with local government contacts, U.S. Treasury staff, engineers, and other professional service providers. Caitlyn has three years of experience in economic development, disaster resiliency, and transportation planning in Texas and Louisiana. She holds a BS in Urban Studies and Planning and an MS in Geographic Information Sciences from Northwest Missouri State University.

1.6.4 Project Support Services Team

Construction Management



Zach Martin, CPM, CFM, CCM, Director of State Housing Programs

Project Role: Construction Manager

Zach Martin is a Senior Construction Manager with over 15 years of CDBG-DR experience working in numerous disaster recovery housing programs. He develops and implements processes in concert with program and project management staff for applicant intake and eligibility, data management, damage assessment, environmental review, and construction to deliver a complete, turnkey programmatic solution for recovery. Zach has provided strong leadership and team development skills that ensure effective communication and timely resolution of production hurdles, allowing projects to have transparent visibility.

Data Management/Reporting



Ben Holt, Associate Vice President, Business Applications

Project Role: Data Management & Reporting

Ben is an expert in database architecture and management (including Quickbase), mobile data collection design, and most industry-standard GIS software packages. Ben has over 22 years of experience and has overseen various asset management, emergency response, environmental remediation, and site investigation projects. He is a leader in emergency response GIS and data management, supervising project staff that provides data management and GIS services on numerous disaster support efforts. Ben earned an MS and BS in Environmental Science from McNeese State University.



Eric Haseltine, Director of Business Systems Technologies

Project Role: Data Management & Reporting

Eric Haseltine is a technical manager and senior information analyst with 19 years of experience in information management, business analysis, and application development. He is instrumental in designing, developing, and implementing successful IT systems supporting complex, rapidly evolving requirements. He works on various programs ranging from large ARPA and CDBG-DR programs to federal environmental investigation programs with databases storing up to 4 million analytical records. He repeatedly translates client requirements and project needs into effective information management systems to guide and manage programs to generate clear and accurate reports.

GIS/Mapping



Jennifer Lindsey, GIS/Mapping Manager

Project Role: GIS/Mapping Manager and Co-Team Lead

Jennifer Lindsey is the GIS/Mapping Co-Team Lead at GrantWorks. She has four years of experience in GIS and mapping. Jennifer creates databases and mapping products for housing, infrastructure, population, and land-use planning. She also assists with needs assessments and data analysis. As a specialist, Jennifer has extensive knowledge, schooling, and hands-on experience, allowing her to bring high-end GIS/mapping analysis to life.



Samantha Zelade GIS/Mapping Manager

Project Role: GIS/Mapping Manager and Co-Team Lead

Samantha Zelade creates databases and mapping products for comprehensive planning. She previously worked for the City of Austin Watershed Protection Department and the Texas General Land Office. Samantha earned a BA in Anthropology and Latin American Studies from the University of Texas at Austin and holds a Level I Certification in GIS from Austin Community College.

Labor Standards



Jill Hooks, Labor Standards Specialist

Project Role: Labor Standards Specialist

Jill Hooks is a Labor Standards Team Lead with 13 years of experience working on Davis-Bacon Labor Standards. Jill ensures that builders provide payrolls and related paperwork in a timely manner. Her role often requires her to provide hands-on technical assistance to contractors unfamiliar with federal reporting and labor standards requirements. She works with project managers to ensure that agency reports and other program documents are accurate and submitted on time. Jill is a Certified TxCDBG Administrator.



Wesley McPhail, Labor Standards Manager

Project Role: Labor Standards Manager

Wesley McPhail is a Labor Standards Manager with 11 years of experience working on Davis-Bacon Labor Standards. Wesley ensures that the project contractors provide payrolls and related paperwork in a timely manner, often guides contractors on payroll submission, and helps them understand all applicable labor standards requirements. Wesley is a TxCDBG Certified Administrator.

Environmental



Cynthia Vallejo-Zbranak, Associate Vice President – Environmental Services

Project Role: Senior Environmental Specialist

Cynthia joined GrantWorks in 2019 after retiring from the State of Texas. She has 27 years of experience with federally funded programs, including overseeing environmental compliance for HUD-funded programs and project management with the State of Texas CDBG Program. Cynthia brings an in-depth knowledge of federal environmental regulations and project implementation of the CDBG program. Cynthia holds a BBA in Business Administration from Texas State University.



Brice Bloomer, Environmental Scientist and Manager

Project Role: Environmental Scientist and Manager

Brice joined GrantWorks in 2019 to work on housing environmental reviews for the HOME and Community Development programs. After college, Brice began his career at an environmental consulting firm in Austin, conducting NEPA reviews and environmental compliance assessments. He earned his BS from Texas A&M University with a major in Environmental Studies and a minor in Parks and Natural Resource Management. Brice is also a TxCDBG Certified Administrator.

We have provided resumes for our key staff members in **Attachment 1 – Resumes of Key Personnel**. Additional resumes are available upon request. Each staff member listed in our proposal is a full-time employee of GrantWorks.

1.7 Experience with Reviewing Contracts and Purchasing Documentation to Ensure Cost Recovery and Compliance of Expenditures Using Federal Funds

The GrantWorks Team has extensive experience reviewing contracts and purchasing documentation to ensure cost recovery and compliance of expenditures using federal funds. Based on our experience managing more than \$900 million allocated ARPA funds for 190+ local government clients, we understand the funding requirements and specific guidelines. This includes understanding permissible uses of funds, reporting requirements, and any specific conditions and limitations. We thoroughly review and examine all contracts, agreements, and purchasing documents related to ARPA expenditures. Key aspects of our reviews include scope of work, budgets and costs, and competition and procurement.

- ▶ **Scope of Work** – We review the scope of work to ensure it aligns with the permissible uses of ARPA funds. This may involve reviewing project descriptions, deliverables, and timelines.
- ▶ **Budget and Costs** – We verify that the budget details are accurate and that all costs are allowable under ARPA guidelines. Our team also looks for unallowable costs and flags them for correction or removal.
- ▶ **Competition and Procurement** – GrantWorks checks procurement procedures to see that they follow federal regulations, such as competitive bidding requirements. We review contracts and purchasing decisions to ensure they are made in a fair and transparent manner.

GrantWorks works with clients to see that all documentation is complete, accurate, and well-organized. This includes verifying that invoices and receipts match the services or goods received and correspond to the agreed-upon pricing. We review payment records to see that they align with contractual agreements and that payments follow federal guidelines. If applicable, we also review subrecipient agreements for compliance with federal regulations and proper flow-down of requirements.

We use established cost recovery mechanisms to track and recover costs associated with ARPA-funded expenditures. We ensure costs are allocated correctly among various funding sources, especially if multiple funding streams are involved. Our team also periodically reconciles actual expenditures with budgeted amounts to identify discrepancies early on.

The team conducts regular audits and compliance monitoring to ensure adherence to ARPA requirements. This includes assessing the effectiveness of internal controls to prevent fraud, waste, and abuse of funds. The team also prepares accurate and timely reports as required by federal guidelines and sees that these reports reflect actual expenditures and achievements.

GrantWorks staff are well-trained, and we guide staff involved in contract management and purchasing to ensure they understand their roles and responsibilities under ARPA. This includes training on federal regulations, compliance requirements, and reporting obligations.

By following these steps, the GrantWorks Team effectively reviews ARPA contracts and purchasing documentation to ensure the use of federal funds remains compliant and cost recovery is achieved. This systematic approach helps mitigate risks and ensures transparency and accountability when using public funds.

SECTION 2 |
PROPOSED SERVICES FOR
ARPA FUNDS ADMINISTRATION

SECTION 2 – PROPOSED SERVICES FOR ARPA FUNDS ADMINISTRATION

2.1 Understands the Approach to Project Implementation








GrantWorks will provide comprehensive professional administration, project selection, and implementation services to manage the 2021 American Rescue Plan (ARPA) funding from the U.S. Department Act Treasury (U.S. Treasury). Managing a complex Coronavirus recovery fund requires a cross-functional team of experienced, multi-disciplinary professionals led by an effective manager with the right tools and support system.

GrantWorks proposes a single, integrated grants management approach to pursue the ARPA efforts. Given the award of these federal resources, current efforts, and unique challenges, we will maximize funding while minimizing compliance issues and time-consuming delays.

GrantWorks offers an effective project management system based on two guiding principles: 1) provide quality personnel, including an experienced director and leadership, and 2) provide staff with state-of-the-art management tools and systems.

GrantWorks' approach to project management addresses the City of Bunker Hill Village's future needs; we kick off each project by identifying the City's long-term goals and structure our project schedule, management tools, and deliverables to meet those goals.

OUR ARPA TEAM HAS ACCOMPLISHED:

-  **190+**
Number of Active ARPA Clients
-  **\$900M**
Amount of ARPA Funds Under Our Management
-  **190**
Number of ARPA Kickoff Meetings Held
-  **1,800+**
Number of Projects Designed and Managed by ARPA Clients
-  **650**
Number of Reports Submitted to the U.S. Treasury
-  **213**
Number of ARPA-Related RFQs Developed
-  **599**
Procurement Policies and Processes Reviewed/ Developed Compliant with 2 CFR 200

2.1.1 Understanding of Project, Scope of Services, and Tasks

GrantWorks thoroughly understands the anticipated projects, the scope of services, and the tasks necessary to meet state and federal requirements. We meet the Request for Proposal (RFP) requirements, including general administration, project selection, implementation, and financial services.

GrantWorks knows differences exist between non-entitlement units (NEUs) of government and larger governments (i.e., counties and metropolitan areas). The level of service and types of professional grant administration support required will vary depending on the size and needs of each government. This understanding allows GrantWorks to support cities and towns like the City of Bunker Hill Village. **Figure 6** provides specific guidance representative of the requirements of smaller governments that will receive their funds from the TDEM but report directly to the U.S. Treasury.

Figure 6: GrantWorks’ Scope of Work Methodology and Tasks

| YOUR NEED | THE GRANTWORKS SOLUTION |
|--|--|
| <p>Project Selection and Design</p> <ul style="list-style-type: none"> ▶ Analysis of lost revenue due to COVID-19 ▶ Identify priority projects and potential uses of ARPA funds (into one of four eligible categories – see Section 1.3 below) ▶ Project formulation, development, assessments, and research ▶ Determine schedule, scope, and costs ▶ Prepare public procurement documentation and secure engineer/contractors/non-profit partners to carry out the work ▶ Identify and assess environmental concerns on projects | <ul style="list-style-type: none"> ▶ GrantWorks will conduct a lost revenue calculation to ensure the use of lost revenue funds has the fewest restrictions under ARPA. ▶ We will conduct a needs assessment, identify stakeholders, and brief City leadership, staff, and community members on eligible uses of ARPA funding. Our team will help define your scope of work, assisting you in making decisions that address the City’s immediate and future needs. ▶ GrantWorks will collaborate on eligible project selection. We can accurately predict project delays and move to mitigate issues early in the project, charting critical paths to timely completion. ▶ GrantWorks will provide procurement assistance. ▶ GrantWorks will use in-house resources to evaluate and respond to required federal, state, and local environmental requirements. |
| <p>Project Implementation and Management</p> <ul style="list-style-type: none"> ▶ Develop program guidelines, policies, procedures, implementation plans, and any additional documents needed/required ▶ Market-created programs and respond to requests for information ▶ Use our internal database system for tracking and managing ARPA projects ▶ Implement our processes to monitor project progress, regulatory compliance, and control quality ▶ Monitor construction firms for adherence to the scope of work and baseline schedule ▶ Adhere to federal, state, and local regulatory requirements | <ul style="list-style-type: none"> ▶ Our team will help you create a well-run, efficient, and successful program that complies with federal and local reporting requirements. Developing policies and procedures is a priority, as is regularly updating them as needed. ▶ We will provide elected officials, staff, and the public with regular updates as needed. ▶ Your Project Manager will provide regular communication to all identified stakeholders. ▶ GrantWorks has in-house resources to comply with Fair Housing, Wage Monitoring, Uniform Relocation policies, EEO, and other applicable regulations. ▶ GrantWorks will review construction contracts for required contract provisions. |
| <p>Financial Management</p> <ul style="list-style-type: none"> ▶ Develop financial program guidelines, policies, procedures, and implementation plans or other documents. ▶ Reassess the ARPA program eligibility of all expenses with citations of Treasury’s Final Rule and accompanying guidance ▶ Write justifications for Capital Improvement Projects ▶ Leverage flexibilities in the ARPA obligation rule to ensure the project meets obligation deadlines | <ul style="list-style-type: none"> ▶ GrantWorks will establish a system of checks and balances to monitor budgets and expenditures, validate payment requests, and disburse funds. ▶ We will advise you regarding financial processes that comply with state and federal regulations. ▶ GrantWorks will identify and seek fund-leveraging opportunities. ▶ GrantWorks will help establish reporting and recordkeeping systems, including physical and digital copies of all documents. |

Figure 6: GrantWorks’ Scope of Work Methodology and Tasks

| YOUR NEED | THE GRANTWORKS SOLUTION |
|--|---|
| <p>Recordkeeping and Reporting</p> <ul style="list-style-type: none"> ▶ Establish and maintain recordkeeping in compliance with U.S. Treasury and local document retention requirements ▶ Complete and upload Project & Expenditure Reports required by the U.S. Treasury ▶ Detailed periodic management reports on project status, including developments, revisions, submissions/approvals, open issues, financial overview, etc. ▶ Compliant and audit-ready file archives | <ul style="list-style-type: none"> ▶ GrantWorks will develop recordkeeping, document storage, and retention processes to meet U.S. Treasury requirements. ▶ GrantWorks will help prepare reports so that all expenditures and progress reports are accurate and well-documented. ▶ DECEMBER 31, 2024: All funds must be obligated ▶ DECEMBER 31, 2026: All funds must be expended, and all work must be complete |
| <p>Contract Close-Out</p> <ul style="list-style-type: none"> ▶ Strategies for document retention and archiving ▶ Comprehensive close-out process | <ul style="list-style-type: none"> ▶ GrantWorks adopts the audit and close-out philosophy that projects should ‘begin with the end in mind.’ This statement means we create policies and procedures that support compliant operation and a continuous close-out process throughout the project lifecycle, making final close-out steps routine and predictable. ▶ GrantWorks will conduct a thorough file audit at close-out to ensure all requirements have been met, policies followed, and any issues are resolved at the end of your project. |

GrantWorks is well-equipped to provide a comprehensive response, management consulting, planning, and cost recovery services for current and future Coronavirus relief programs. We will provide extensive technical guidance, strategic advice, and program management support from experienced professionals skilled in federal program management and compliance requirements. Our proven team will provide time-sensitive and critical technical support to the City’s leadership and staff on complex policy, process, and federal assistance matters. Assigned Subject Matter Experts (SMEs) will liaise with and support key City staff counterparts to ensure the City has access to the necessary technical expertise in key functional areas for as long as this support is required.

2.1.2 GrantWorks Proposed Performance Tasks Under ARPA Funding Categories

The ARPA allocates a total of \$130.2 billion to be used for the four activities described below. Each activity type requires differing scopes and work levels to be performed, but overall, it is a once-in-a-generation opportunity to make vital investments in infrastructure, public health, and economic revitalization.

ARPA FUNDS USE 1: Respond to public health and negative economic impacts of the pandemic.

Including assistance to households, small businesses, and nonprofits, as well as aid to impacted local industries such as tourism, travel, and hospitality.

Example Activities:

- ▶ Grants to homeowners to pay medical expenses, housing costs, transportation costs, etc.
- ▶ Assistance to small businesses with staffing, operational expenses, etc.
- ▶ Aid to nonprofits to assist them in responding to the COVID-19 crisis
- ▶ Assist locally impacted industries in increasing public health security, conducting marketing, increasing accessibility, etc.
- ▶ Improve ventilation/filtration systems in public buildings
- ▶ Enhance public health data systems
- ▶ Provide vaccination, testing, or contact tracing programs



Anticipated Scope of Work/Tasks:

- ▶ Identify the needs for this program
- ▶ Set up program management parameters, such as compliance thresholds, project schedules, milestones, reporting needs, financial oversight, auditing, etc.
- ▶ Identify, document, and prioritize negative economic impacts on local services
- ▶ Identify and coordinate with local stakeholders
- ▶ Determine the feasibility of potential projects
- ▶ Select project delivery mechanism(s)
- ▶ Determine recipients of funds (i.e., impacted households, businesses, nonprofits, industries, etc.) and amounts of assistance to be provided
- ▶ Develop detailed project policies and guidelines
- ▶ Establish document management controls
- ▶ Assist in performing any necessary procurement(s)
- ▶ Review environmental concerns as necessary
- ▶ Develop operational and data management protocols
- ▶ Develop staffing plan
- ▶ Perform project outreach and marketing
- ▶ Monitor intake/eligibility of participants
- ▶ Implement project(s) and services
- ▶ Complete reporting and compliance requirements
- ▶ Review change requests and all required documentation related to change requests
- ▶ Perform project close-out and retain files
- ▶ Complete final file audit to ensure all procedures were followed correctly

Our experienced staff have developed and implemented application-based programs that provide health/human services for low-income and special needs populations. We fully train our staff on how to monitor the activities of sub-recipients who may be procured to perform these services.

ARPA FUNDS USE 2: Provide premium pay to essential workers.

Including eligible workers of the City who are performing essential work or providing grants to eligible employers who have eligible workers who perform essential work.

Example Activities:

- ▶ Provide premium pay for those providing essential services
- ▶ Provide grants to businesses that supply workers at COVID-19 vaccination sites

Anticipated Scope of Work/Tasks:

- ▶ Identify the needs for this program
- ▶ Set up program management parameters, such as compliance thresholds, project schedules, milestones, reporting needs, financial oversight, auditing, etc.
- ▶ Identify, document, quantify, and prioritize costs for essential workers/services.
- ▶ Implement project(s) and recommend disbursement of funds
- ▶ Complete reporting and compliance requirements
- ▶ Perform project close-out and retain files
- ▶ Complete final file audit to ensure all procedures were followed correctly



Our team provides experts in designing and documenting force-account projects to meet requirements.

ARPA FUNDS USE 3: Provide government services to the extent of lost public sector revenue

Examples of lost revenue include property tax or sales tax revenue loss due to the COVID-19 public health emergency.

Example Activities:

- ▶ Re-open services (such as libraries and recycling) that were canceled or reduced
- ▶ Maintenance or new infrastructure (including roads)
- ▶ Modernization of cybersecurity (hardware, software, protection of critical infrastructure)
- ▶ Health services
- ▶ Environmental remediation
- ▶ School or educational services
- ▶ Provision of police, fire, and other public safety services

Anticipated Scope of Work/Tasks:

- ▶ Identify the needs for this program.
- ▶ Set up program management parameters, such as compliance thresholds, project schedules, milestones, reporting needs, financial oversight, auditing, etc.
- ▶ Identify and coordinate with local stakeholders.
- ▶ Determine the feasibility of potential projects.
- ▶ Establish document management controls.
- ▶ Perform any necessary procurement(s).
- ▶ Review environmental concerns as necessary.
- ▶ Develop operational and data management protocols.
- ▶ Develop a staffing plan.
- ▶ Implement project(s) and provide services.
- ▶ Complete reporting and compliance requirements.
- ▶ Review change requests and all required documentation related to change requests.



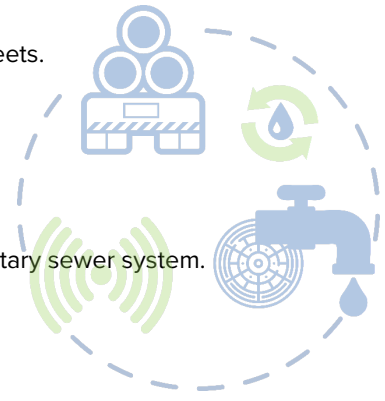
- ▶ Perform project close-out and retain files.
- ▶ Complete final file audit to ensure all procedures were followed correctly.

Our team will guide project selection to ensure your ARPA funds are thoughtfully planned and projects successfully implemented.

ARPA FUNDS USE 4: Make investments in water, sewer, and broadband infrastructure.

Example Activities:

- ▶ Replace deteriorating roads and bridges and repave and widen City streets.
- ▶ Add bike lanes to roads.
- ▶ Add traffic-calming areas connecting neighborhoods and main arteries.
- ▶ Add sidewalks, trails, and tree canopies throughout the City.
- ▶ Park and riparian renovation projects.
- ▶ Replace deteriorating water mains.
- ▶ Perform tests to determine inflow and infiltration (I&I) or leaks in the sanitary sewer system.
- ▶ Perform pipe burst activity to replace and enlarge sewer lines.
- ▶ Upgrade storm sewer facilities with necessary road repair.
- ▶ Replace lead fixtures, joints, or pipes in the distribution system.
- ▶ Water conservation, efficiency, and reuse projects.
- ▶ Add broadband to meet 100 mbps upload and download speeds and prioritize fiber-optic infrastructure.



Anticipated Scope of Work/Tasks:

- ▶ Identify the needs for this program.
- ▶ Set up program management parameters, such as compliance thresholds, project schedules, milestones, reporting needs, financial oversight, auditing, etc.
- ▶ Identify and coordinate with local stakeholders and attend meetings.
- ▶ Proactively identify opportunities to maximize public assistance projects.
- ▶ Assist in RFQ preparation and submission review to procure engineer.
- ▶ Work with the project engineer to review potential projects.
- ▶ Review projects for potential real property acquisition needs.
- ▶ Determine the feasibility of potential projects.
- ▶ Prepare/review City Council Approvals and Authorizations.
- ▶ Establish document management controls.
- ▶ Assist with necessary procurement of contractors.
- ▶ Review environmental concerns as necessary.
- ▶ Develop operational and data management protocols.
- ▶ Manage implementation of the project(s).
- ▶ Perform Davis-Bacon Labor compliance tasks as applicable.
- ▶ Complete reporting and compliance requirements.
- ▶ Review change requests and all required documentation related to change requests.
- ▶ Perform project close-out and retain files.
- ▶ Complete final file audit to ensure all procedures were followed correctly.

Our team is here to help you succeed. Whether you are building a new treatment plant, adding broadband, or working to identify your revenue loss post-COVID-19, we are here to help.

2.2 Approach/Strategy to Implement Services/Projects

GrantWorks has reviewed the available information regarding your community’s ongoing and future projects. We acknowledge your interest in economic relief and recovery programs, as stated in your RFP. Our dedicated ARPA Team is capable and willing to assist you through that process or any other need that you may have.

Figure 7 illustrates our standard, phased project approach for every ARPA implementation. As a courtesy, we conduct a lost revenue calculation for all clients as lost revenue funds have the least restrictions under ARPA. GrantWorks will also assist with determining equipment purchases to ensure they are allowable within ARPA guidelines.

Figure 8 illustrates anticipated tasks and timelines for common types of Infrastructure projects (i.e., water, sewer, broadband, etc.) and Service/Beneficiary-based projects (i.e., direct assistance to households, businesses, non-profits, etc.) that we anticipate will be implemented with ARPA funding. Timeframes are assumed to begin after contract execution.

GrantWorks will work with the City of Bunker Hill Village to initiate project selection within 30 days of contract signing. We will ensure all projects developed are ARPA eligible and advise on appropriate document retention processes to safeguard your locality against questioned costs. We will procure engineers and/or non-profit partners within 30 days of project selection. GrantWorks always ensures that procurement is compliant with 2 CFR 200.

We have 11 departments within GrantWorks with over 300 staff; we also have additional staff available on-demand that we can pull in to assist. Throughout the project lifecycle, we will provide reports that can be sent to the U.S. Treasury and support audits/archiving as needed after project completion.

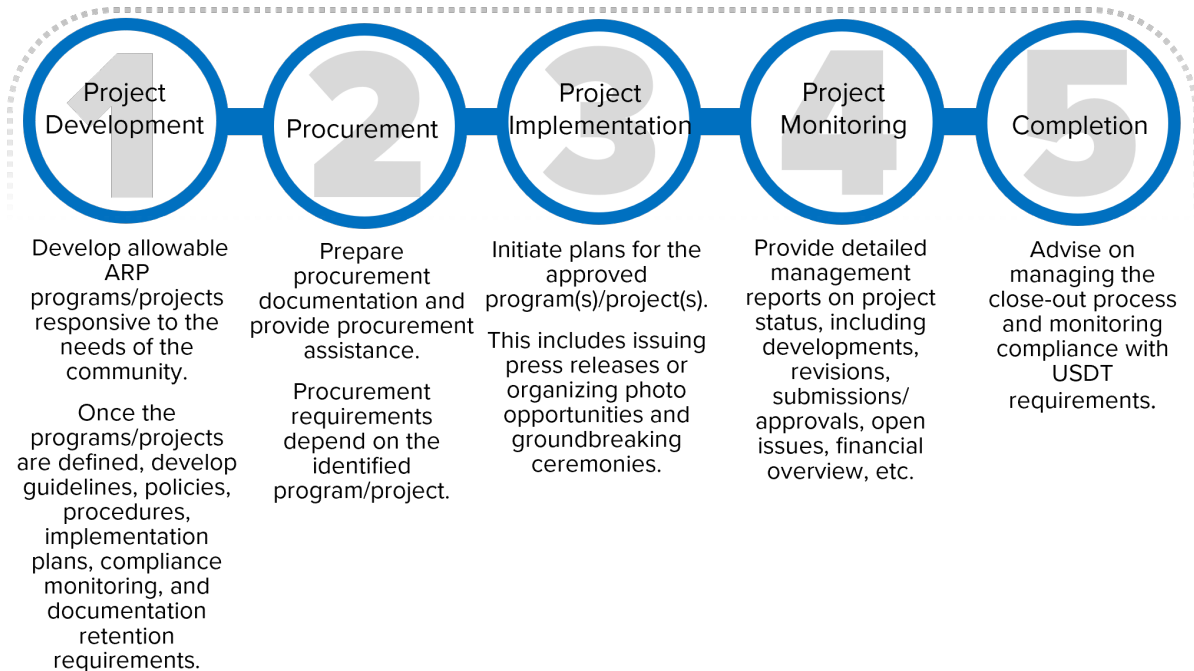


Figure 7: GrantWorks’ Approach to ARPA Projects

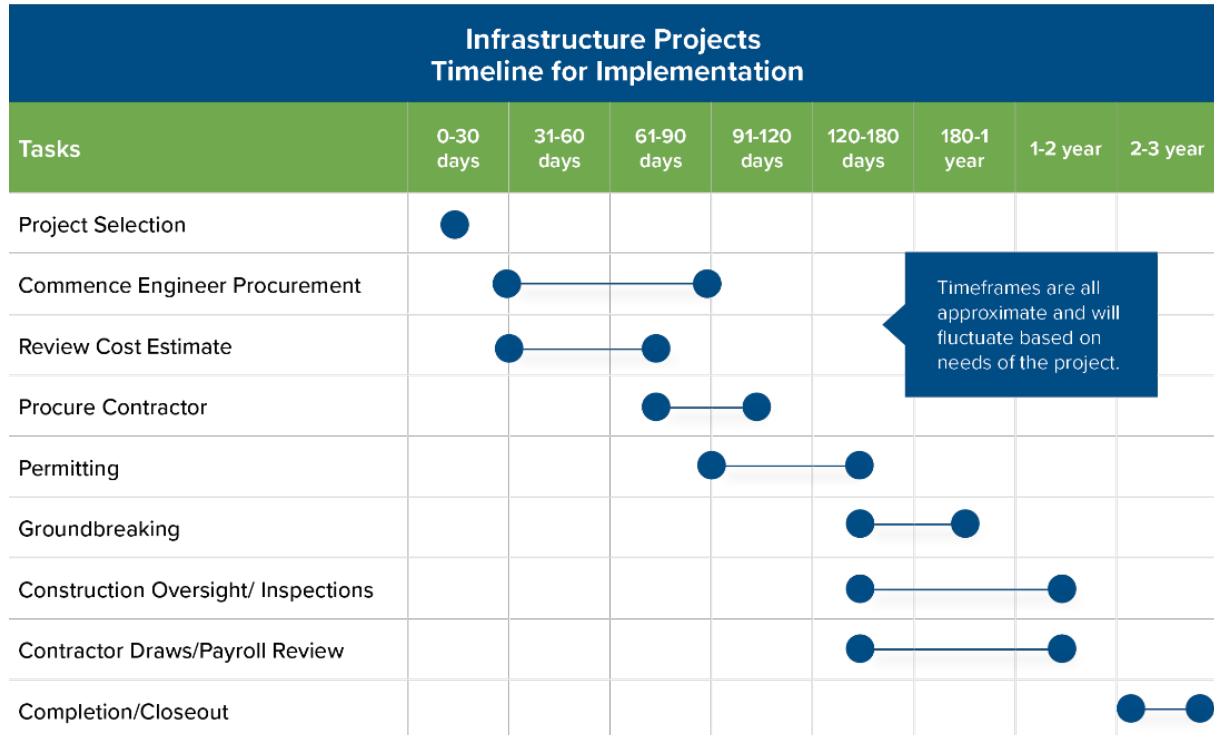
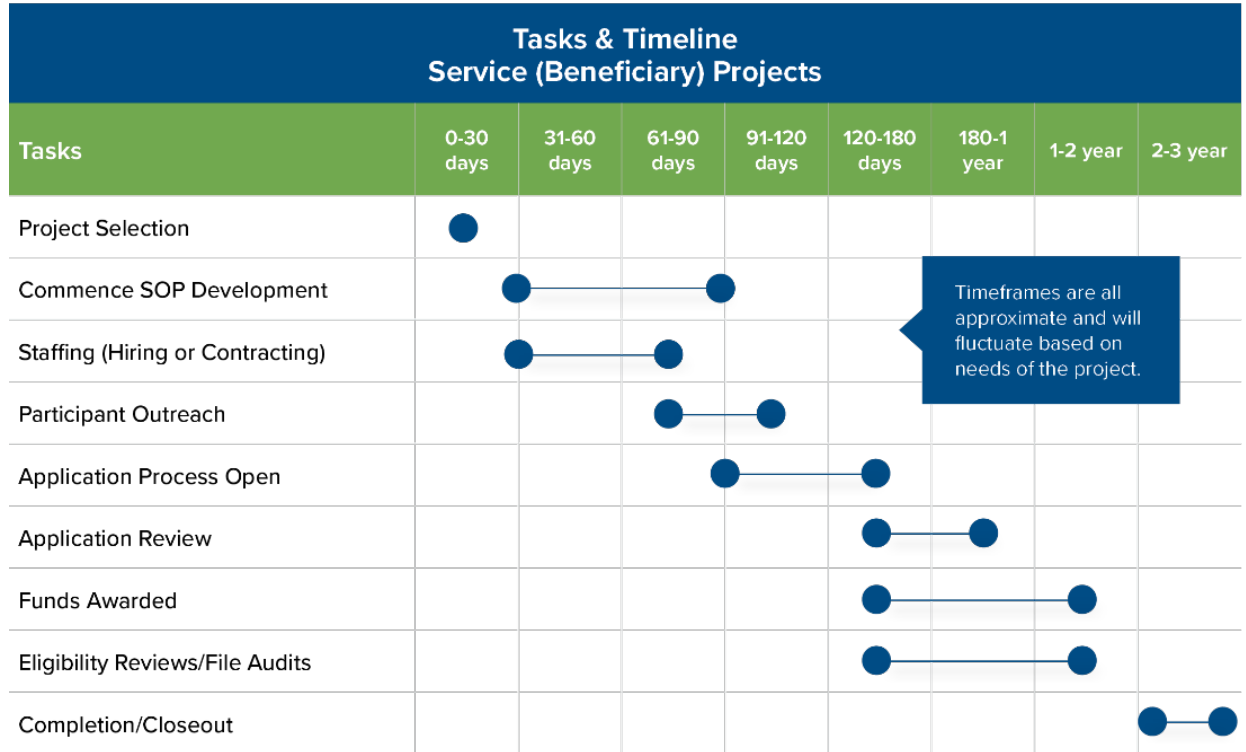


Figure 8: Anticipated Tasks and Timeline for Service/Beneficiary and Infrastructure Projects

2.3 Statement of Substantiating Resources and Timeline

GrantWorks understands and can meet all requirements identified in the RFP. GrantWorks employs 300+ staff members who work out of 3 primary offices and 77 field locations strategically situated throughout Texas (**Figure 9**). We have primary offices in Austin, Galveston, and Paris.



Figure 9: GrantWorks Office and Field Locations

SECTION 3 |
PROPOSED FEES FOR
SERVICES

SECTION 3 – PROPOSED FEES FOR SERVICES

3.1 Cost of Services – ARPA Program

The following is a list of eligible activities as stated in the ARPA:

“(1) Use of Funds

- (a) To respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;*
- (b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the metropolitan city, a non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;*
- (c) For the provision of government services to the extent of the reduction in revenue of such metropolitan city, a non-entitlement unit of local government, or county due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; or*
- (d) To make necessary investments in water, sewer, or broadband infrastructure;*
- (e) To provide emergency relief from natural disasters or the negative economic impacts of natural disasters, including temporary emergency housing, food assistance, financial assistance for lost wages, or other immediate needs;*
- (f) To satisfy a non-Federal share requirement applicable to certain projects or to repay a loan provided under one of the Surface Transportation and Title I programs in some cases as specified in Sections 602(c)(5) and 603(c)(6) of the Social Security Act by the 2023 CCA.”*

GrantWorks will manage all aspects of the City of Bunker Hill Village’s remaining \$976,964.69 ARPA funds for a lump sum of \$48,500.00. This fee includes all consultation, project management, assistance with reporting, and ancillary services necessary to complete the above-listed scope for any ARPA-eligible activities.

GrantWorks’ proposed fee for this contract is contingent upon the City’s determination of eligible activities specified in the ARPA. Please see Section 2.1.2 of this proposal for more detail on the scope of services to be provided for each eligible activity.

As with all proposals, the cost is one factor to be considered. Our fee contains the level of staffing needed to deliver the services required in the contract. The final cost of our agreement can be subject to negotiation based on request.

COST OF SERVICES

The Responder should enter pricing which includes all costs, expense, and materials needed to perform the services in accordance with this RFP. Pricing for ARP funded projects other than Subtitle M Sec 603 projects will be determined with the awarded vendor once projects are identified.

LUMP SUM PRICE: \$ 48,500

If your pricing is only for a specific activity(ies) in this scope, please indicate the service(s) with your pricing. Respondents proposing to offer specific services are limited to environmental services and will be scored only on that service.

SPECIFIC SERVICE DESCRIPTION: _____.

PRICE: \$ _____

SECTION 4 |
REFERENCES

SECTION 4 – REFERENCES

We take pride in our performance, helping implement projects on time, within budget, and in compliance with state and federal requirements. Speaking to our clients is the best way to evaluate our work performance. We have provided references for projects from past/present clients in **Figure 10**.

Figure 10: GrantWorks References from Past/Present Clients

| | | | |
|---|---|---|---|
|  | <p>BASTROP COUNTY Leon Scaife Purchasing Agent 804 Pecan Street Bastrop, Texas 78602 Telephone: 512-581-7110 leon.scaife@co.bastrop.tx.us Contract Period: December 15, 2021 – December 31, 2026 Services: Grant Consulting Services for the Usage and Administration of ARPA Funds Contract Amount: \$17 million</p> |  | <p>WHARTON COUNTY Phillip Spenrath County Judge 100 South Fulton Street, Ste. 100 Wharton, Texas 77488-5001 Telephone: 979-532-4612 judge.spenrath@co.wharton.tx.us Contract Period: September 13, 2021 – December 31, 2026 Services: ARPA Administrative Services Contract Amount: \$8 million</p> |
|  | <p>CITY OF BROWNSVILLE Helen Ramirez, AICP City Manager 1001 E. Elizabeth St., 2nd Floor Brownsville, Texas 78522 Telephone: 956-548-6007 helen.ramirez@brownsvilletx.gov Contract Period: February 21, 2022 – December 31, 2026 Services: ARPA Grant Administrative Services Contract Amount: \$65 million</p> |  | <p>JOHNSON COUNTY Roger Harmon County Judge 2 N Main Street, Room 120 Cleburne, Texas 76033 Telephone: 817-556-6360 countyjudge@johnsoncountytexas.org Contract Period: December 13, 2021 – December 31, 2026 Services: ARPA Grant Consulting Services Contract Amount: \$34 million</p> |
|  | <p>CITY OF LUMBERTON Steve Clark City Manager 836 N. Main Street Lumberton, Texas 77657 Telephone: 409-755-0031 x 148 sclark@gtbizclass.com Contract Period: January 3, 2022 – December 31, 2026 Services Provided: ARPA Administrative Services Contract Amount: \$4 million</p> | | |

ATTACHMENTS

ATTACHMENT 1 – RESUMES OF KEY PERSONNEL

GrantWorks has provided full resumes for the following key personnel.

- ▶ Jo Carroll, Executive Management and Subject Matter Expert
- ▶ Ken Pevovar, PMP, Executive Management and Subject Matter Expert
- ▶ Mary Shapiro, Subject Matter Expert
- ▶ Sherie Goin Marks, PHM, Executive Management and Subject Matter Expert
- ▶ Kelle Odom, Director of Client Services
- ▶ Greg Aiello, PE, Senior Director
- ▶ Kelle Odom, Director of Client Services
- ▶ Mary Sheehy, Senior Project Manager
- ▶ Gregory Gunn, Procurement Specialist
- ▶ Jessica Hissam, Lead Project Manager
- ▶ Jessica Johnstone, Lead Project Manager
- ▶ Angela Leach, Lead Project Manager
- ▶ Jonathan Stuart, PMP, Lead Project Manager

JO CARROLL

SUBJECT MATTER EXPERT



PROFESSIONAL QUALIFICATIONS

Jo Carroll is a nationally acclaimed HUD CDBG/CDBG-DR expert with extensive management and administrative experience in major housing programs and infrastructure projects for local, state, and federal entities. She is a National “HUD Best Practices” winner for Housing, Public Services, and Minority Business Participation. HUD also identified Jo to serve as an “expert in Disaster Recovery” at the 2018 HUD CDBG-DR Clinic. Jo uses her knowledge and experience to assist grantees with designing and managing disaster recovery programs that help thousands of impacted residents. Her experience also includes the co-ownership of a home construction business, enabling her to apply first-hand knowledge and experience in the home building and construction industry.

As Senior Vice President of Operations at GrantWorks, Jo provides critical leadership and managerial expertise in delivering multiple operations and programs. Her expertise is managing HUD CDBG/CDBG-DR/CDBG-MIT, ARPA, COVID-19, CARES Act, FEMA, and other state and federal programs.

RELEVANT EXPERIENCE

SENIOR VICE PRESIDENT OF PROGRAM OPERATIONS, GRANTWORKS, INC., TEMPLE, TEXAS, JULY 2020 – PRESENT

Technical Advisor, Major CDBG Home Rehabilitation and Home Reconstruction Programs, City of Dallas Department of Housing & Neighborhood Revitalization, Dallas, Texas, January 2023 – Present

As a Technical Advisor, Jo guides and advises on the work performed. She also keeps current and advises the project team on CDBG and cross-cutting state/federal compliance requirements, including grant administration, construction management, and environmental rules and regulations.

Executive Sponsor/Subject Matter Expert, American Rescue Plan Act Project Management Services, Local Government Clients, Multiple Locations, Texas and New Jersey, March 2021 – Present

Jo pioneered our ARPA Team by studying legislation before the act was passed and worked with lobbyist groups while Congress refined the legislation. She stays current with directives, FAQs, Federal Register publications, and interpretive guidance from advocacy groups. She continually educates and provides senior leadership to the 38+ member ARPA Team. GrantWorks is managing over \$800 million in ARPA-provided direct allocations.

40 YEARS

GRANT MANAGEMENT EXPERIENCE

COMPANY

GrantWorks, Inc.

EDUCATION

Bachelor of Science, Psychology,
Texas A&M University, College
Station, Texas, 1982

HIGHLIGHTS

Program Manager of CDBG-DR
funded New Jersey Hurricane
Sandy and Texas Hurricane Rita,
Ike, and Harvey Programs

40+ years of HUD and CDBG
housing and infrastructure program
management experience

National “HUD Best Practices”
winner for Housing, Public Services,
and Minority Business Participation

CERTIFICATIONS/ REGISTRATIONS

Certified HOME Program Specialist

PROFESSIONAL AFFILIATIONS

Past memberships on the National
Community Development
Association Committees, National
Affordable Housing Committee, and
National HOME Program Committee

Past Member of Board of Directors,
NCDA Region VIB

Executive Sponsor, Emergency Rental Assistance Programs, Florida Department of Children and Families/Tidal Basin Government Consulting, LLC and Texas Department of Housing & Community Affairs/Horne LLP, Florida and Texas, February 2021 – Present

Jo provides contract support and subject matter expertise to managers and staff who work on CARES Act programs. These programs provide rental and utility relief to tenants and landlords who meet eligibility criteria, which vary slightly by state.

DIRECTOR/SENIOR PROGRAM MANAGER/SENIOR PROJECT MANAGER/ PROJECT MANAGER, APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC, TRENTON, NEW JERSEY, AUSTIN AND HOUSTON, TEXAS, APRIL 2009 – JULY 2020

Program Manager, New Jersey Reconstruction, Rehabilitation, Elevation, Mitigation (RREM) Program, New Jersey Department of Community Affairs, Trenton, New Jersey, May 2013 – June 2020

The RREM Program provided disaster housing relief services for over 10,000 homeowners damaged by Superstorm Sandy in nine coastal counties. The team provided program management services, including policy development, damage assessments, environmental mitigation, CDBG-DR expertise, case management, call center operations, construction oversight and inspections, and compliance monitoring. Program activities include rehabilitation, reconstruction, elevation, mitigation, resiliency, demolition, lead paint assessments and clearances, asbestos assessments, and engineering design services. The project team completed construction following HUD, HQS, NJDCA Construction Standards, the International Residence Code (IRC), Energy Star, and HUD's CPD Green Building Checklist. She provided all aspects of program management, and her team of policy, environmental, and construction professionals provided leadership and oversight for program design and construction management. Jo and her team of 150+ disaster experts collaborated daily with New Jersey State staff, elected officials, homebuilders, homeowners, and municipal/state inspectors and officials.

Program Manager, Bring it Forward Programs, City of Houston Housing Community Development Department (HCDD), Houston, Texas, January 2018 – July 2019

The City of Houston Hurricane Harvey Recovery Programs used \$450 million FEMA and \$1.2 billion CDBG-DR funding to assist thousands of homeowners and renters damaged or displaced by Hurricane Harvey. The project team served as the Master Program Management firm engaged to assist in the overall administration of the multiple programs, including providing comprehensive case management services and developing and operating a call center to handle inbound and outbound calls for program applicants. As the Program Manager, Jo oversaw the development of program guidelines and workflows, compliance, and advising the City regarding policy and programmatic decisions.

EMPLOYMENT HISTORY

- ▶ Senior Vice President, Operations, GrantWorks, Inc., Temple, Texas, July 2020 – Present
- ▶ Director/Senior Program Manager, Aptim Environmental & Infrastructure, LLC, Trenton, New Jersey, and Houston, Texas, July 2017 – July 2020
- ▶ Program Manager/Senior Project Manager, CB&I Environmental & Infrastructure, LLC, Trenton, New Jersey, February 2013 – June 2017
- ▶ Project Manager, Shaw Environmental & Infrastructure, Inc., Austin, Texas, April 2009 – February 2013
- ▶ CDBG Private Consultant, Multiple Cities, Counties, States, Nonprofits, 2000 – April 2009
- ▶ Community Development Director, City of College Station, Texas, 1990 – 2000
- ▶ Deputy Director/Director, Brazos Valley Council of Governments, Bryan, Texas, 1980 - 1990

KEN PEVOVAR, PMP

SUBJECT MATTER EXPERT



PROFESSIONAL QUALIFICATIONS

Ken Pevovar has 16 years of experience managing public infrastructure, FEMA, and CDBG-DR projects in every stage of the lifecycle, from initiation to close-out. Ken has diverse training in construction, education, and management. He received HUD training in CDBG-DR grant management and is certified at the Master level for the industry-leading Xactimate 28 estimating software system. Ken is a PMI-certified project manager with significant infrastructure experience. He has designed and installed city and county communications/network operations centers and a pipeline and metering station project for a proposed power plant. His expertise in disaster recovery began as a Red Cross Disaster Services volunteer and shelter manager.

As Senior Vice President at GrantWorks, Ken provides leadership and managerial expertise in delivering multiple operations and programs. His expertise centers on HUD CDBG/CDBG-DR, ARPA, COVID-19, CARES Act, FEMA, and other state/federal programs.

RELEVANT EXPERIENCE

SENIOR VICE PRESIDENT OF PROGRAM MANAGEMENT, GRANTWORKS, INC., AUSTIN, TEXAS, JULY 2020 – PRESENT

Technical Advisor, Major CDBG Home Rehabilitation and Home Reconstruction Programs, City of Dallas, Department of Housing & Neighborhood Revitalization, Dallas, Texas, October 2022 – Present

As a Technical Advisor, Ken guides and advises on the work performed. He keeps current and advises the project team on CDBG and cross-cutting state/federal compliance requirements, including grant administration, construction management, and environmental rules and regulations.

Executive Sponsor/Subject Matter Expert, American Rescue Plan Act Program Management Services, Local Government Clients, Multiple Locations, New Jersey and Texas, March 2021 – Present

Ken spearheaded the development of the GrantWorks ARPA Team by studying legislation before the act was passed and worked with lobbyist groups while it was refined. He stays current with directives, FAQs, Federal Register publications, and interpretive guidance from advocacy groups and continually educates and provides senior leadership to the 38+ member ARPA Team. The team provides subject matter expertise consultation, grant management, and project management services to city and county governments. The team also provides support and

16 YEARS

PROJECT & CONSTRUCTION MANAGEMENT EXPERIENCE

COMPANY

GrantWorks, Inc.

EDUCATION

Bachelor of Science, Biology, Monmouth University, West Long Branch, New Jersey, 1997

HIGHLIGHTS

Developed a successful change management System for the State of New Jersey

Disaster recovery conference speaker and panel presenter

Managed FEMA's first permanent repairs program (DALHR)

Executed three FEMA task orders in the Northern Mariana Islands

Spearheaded the creation of the ARPA Team to provide specialized services to the government

CERTIFICATIONS/REGISTRATIONS

Certified Project Management Professional (PMP), Project Management Institute, Certification No. 1935804

Xactimate Master Level 3

Certification, Certificate No. 150321

leadership for many of the competitive funding initiatives created within ARPA. GrantWorks is managing over \$800 million in ARPA-provided direct allocations.

Executive Sponsor, Emergency Rental Assistance Programs, Florida Department of Children and Families/Tidal Basin Government Consulting, LLC and Texas Department of Housing & Community Affairs/Horne LLP, Florida and Texas, February 2021 – Present

Ken provides contract support and subject matter expertise to managers and staff who work on CARES Act and ARPA-funded programs. These programs provide rental and utility relief to tenants and landlords who meet eligibility criteria, which vary slightly by state. GrantWorks provided 20 experienced staff members supporting eligibility and quality control. This program distributed over \$1 billion in aid and was the national leader in funds disbursed and execution efficiency. This program may be reinstated through a second tranche of funds recaptured from other state programs that did not fully use their allocations.

DIRECTOR/SENIOR PROGRAM MANAGER/SENIOR PROJECT MANAGER/PROJECT MANAGER/ CONSTRUCTION MANAGER, APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC, TRENTON, NEW JERSEY, AND HOUSTON, TEXAS, MAY 2015 – JULY 2020

Program Manager, Supplemental Fund Program, New Jersey Department of Community Affairs, Trenton, New Jersey, August 2019 – November 2019

The NJDCA developed the Supplemental Fund Program to assist homeowners who had previously been accepted into NJ's RREM or LMI programs but had not yet completed the construction of their primary residence. The program aimed to quantify unmet needs and allocate funds for those activities. Ken managed a team of six, providing review and quality control of baseline site assessments, project funding audits, and reconciliation services supporting the NJDCA. He worked with NJDCA to create and update policy, ensuring the program followed best practices and processes aligned with CDBG-DR regulations.

Subject Matter Expert, Repair, Reconstruction, or Relocation (R3) Program, Puerto Rico Department of Housing/ICF International, San Juan, Puerto Rico, April 2019 – June 2020

After authoring the technical proposal for this program with ICF, Ken served as a consultant for preconstruction services on the R3 CDBG-DR housing recovery program. In this as-needed role, he has developed inspection protocols, written policies, guidelines, and SOPs and provided consultation and guidance to field teams operating on the island. In February 2020, his role expanded to providing construction inspection guidance.

Senior Construction Manager, Build it Forward Houston, City of Houston Housing and Community Development Department, Houston, Texas, July 2018 – August 2019

Ken served as the Senior Construction Manager for CDBG-DR housing recovery programs. The Build it Forward programs included repair, elevation, and reconstruction of single-family dwellings, and the assistance of landlords (small rental) and new home buyers. He managed procurements, wrote construction-related policies, developed guidelines and SOPs, and provided consultation and guidance to the City of Houston's senior management team.

EMPLOYMENT HISTORY

- ▶ Senior Vice President of Program Management, GrantWorks, Inc., Austin, Texas, July 2020 – Present
- ▶ Director of Operations/Senior Program Manager/Senior Project Manager, Aptim Environmental & Infrastructure, LLC, Houston, Texas, July 2017 – June 2020
- ▶ Construction Manager, CB&I Environmental & Infrastructure, LLC, Houston, Texas, May 2015 – June 2017
- ▶ Project Manager, 3-D Engineering, Wall Township, New Jersey, February 2011 – May 2015

MARY SHAPIRO

SUBJECT MATTER EXPERT



PROFESSIONAL QUALIFICATIONS

Mary Shapiro has over 19 years of experience managing large-scale grants, programs, and projects and over 14 years of experience managing CDBG-DR-funded recovery programs, where she developed significant regulatory compliance and policy expertise in disaster recovery, housing and infrastructure, and environmental planning. She has extensive experience in all program management phases, from initiation, procurement, and planning through closeout. Mary also has HUD and CDBG-DR regulatory knowledge, including intake/eligibility, labor relations, Section 3, fair housing, special needs, Stafford Act, Section 504, and Uniform Relocation Act. She has been responsible for policy and procedure development, program design, case management, outreach and communications, planning, operations management, call center operations, and compliance and monitoring. Her experience spans Hurricanes Harvey, Sandy, Gustav, Rita, Ike, and Katrina recovery programs.

RELEVANT EXPERIENCE

VICE PRESIDENT OF STATE PROGRAM MANAGEMENT, GRANTWORKS, INC., HOUSTON, TEXAS, JUNE 2020 – PRESENT

Subject Matter Expert, American Rescue Plan Act Program Management Services, Local Government Clients, Multiple Locations, New Jersey and Texas, November 2021 – Present

Mary is an ARPA program design and delivery expert focusing on continuous process improvement. She serves as a resource to a 38+ member team, assisting with distilled U.S. Treasury guidance, issue/resolutions trending, best practice planning, monitoring, and all related change, budget, and performance management needs. She oversees the daily development and oversight of all ARPA-specific policies and procedures, including researching and developing standardized written and systematic tools and workflow processes and assessing quality and compliance at the global, client, and individual project levels. Mary provides leadership for consulting and project management operations within the team.

Program Manager, CDBG-DR Hurricane Harvey Round 1 Funding Project Management Services, Texas General Land Office, Houston, Texas, June 2020 – November 2021

HUD allocated \$5.02 billion in CDBG-DR funds to the State of Texas through the General Land Office in response to Hurricane Harvey (DR-4332). HUD declared 49 counties eligible for recovery assistance. GrantWorks supports the GLO on over 20 approved

19 YEARS

GRANT MANAGEMENT EXPERIENCE

COMPANY

GrantWorks, Inc.

EDUCATION

Bachelor of Science, Psychology, Louisiana State University, Baton Rouge, Louisiana, 2000

HIGHLIGHTS

- CDBG-DR compliance
- Operations and schedule management
- Complex problem-solving and change management
- Team recruiting, training, and employee development
- Goal setting and milestone management

TRAINING

- FEMA Personally Identifiable Information (PII)
- FEMA IS-403 Course: Introduction to Individual Assistance
- FEMA IS-405 Overview of Mass Care/Emergency Assistance
- IS 660 Introduction to Public-Private Partnerships
- Customer Relations and Conflict Resolution
- Community Leadership, Nonprofit Management Engagement & Outreach Planning
- Conflict of Information (COI)
- Construction Safety for Supervisors

programs and 49 eligible counties. GrantWorks provides program management and grants management services. Support service includes applicant/ eligibility file reviews, draw reviews, technical assistance, reports development, day-to-day sub-recipient monitoring, and GLO ad-hoc support services. Mary provided internal quality oversight and daily operations management.

SENIOR PROJECT MANAGER/PROJECT MANAGER, APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC, BATON ROUGE, LOUISIANA; TRENTON, NEW JERSEY; AND HOUSTON, TEXAS, AUGUST 2003 – JULY 2020

Construction Program Manager, CDBG-DR Home Repair, Reconstruction, or Relocation Program (R3), Puerto Rico Department of Housing and ICF International, Puerto Rico, November 2018 – June 2020

HUD initially allocated \$20 billion to the Puerto Rico Department of Housing (PRDOH) following Hurricanes Irma and Maria for programs spanning the island. The R3 Program is the largest federally funded housing program. PRDOH uses these funds to repair, reconstruct, or provide housing relocation assistance. Mary provided inspections and construction management oversight for the island's east side, covering 17 municipalities, including Vieques and Culebra. The project scope of services included providing the initial damage assessments (using Xactimate), conducting scope walks with contractors, reviewing/approving all construction scopes of work, conducting milestone code inspections, construction invoice reviews, and final closeout. She provided day-to-day oversight of three MWBE subcontractors and key personnel, including the Safety Manager, Operations Manager, Engineering Special Inspectors, Construction Specialists, and a Damage and Milestone Inspectors team. She also led the QA/QC team, providing a continued focus on process development across all three award types (reconstruction, rehabilitation, and relocation) and training. Her primary responsibilities included managing the program AR/AP, timely and accurate invoicing, financial tracking, process improvement, standard procedures, and identifying areas of risk and concern operationally and financially.

Senior Project Manager, CDBG-DR Build it Forward Housing Programs, City of Houston Housing & Community Development Department (HCDD), Houston, Texas, July 2018 –November 2019

HUD initially allocated \$1.5 billion to the City of Houston's Build It Forward Programs, comprising nine major housing and infrastructure recovery programs. As part of the senior management team, Mary provided HCDD leadership with program development consulting and assisted with the action plan, guidelines, waivers, and policies and procedures development needs. In addition to developing program policies, she created initial staffing plans, organizational charts, milestone schedules, process flows, and numerous public-facing materials. She also established the Eligibility and Verification, Housing Specialists, and Grant/Loan Closing Teams for the \$400M Single-Family Housing and Assistance Program.

EMPLOYMENT HISTORY

- ▶ Vice President of State Program Management, GrantWorks, Inc., Houston, Texas, June 2020 – Present
- ▶ Senior Project Manager, Aptim Environmental & Infrastructure, LLC, Houston, Texas, July 2017 –June 2020
- ▶ Project Manager, CB&I Environmental & Infrastructure, Inc., Trenton, New Jersey, February 2013 – June 2017
- ▶ Project Manager/Facility Operations Manager/Proposal Manager/Human Resource Coordinator/Planning & Analysis Coordinator, Shaw Environmental & Infrastructure, Inc., Baton Rouge, Louisiana, August 2003 – February 2013

SHERIE GOIN MARKS, PHM

SUBJECT MATTER EXPERT



PROFESSIONAL QUALIFICATIONS

Over the last 40 years as a former Community Development Manager, Sherie has been considered a subject matter expert. She oversees all aspects of the grant, financial, and construction management for various federal, state, and local programs, specifically in Texas. She has managed 1,000+ programs, projects, and activities, oversaw the rehabilitation/ construction of 2,000+ housing units, and completed 75 infrastructure projects valued at over \$728 million. She can perform any aspect of the program, from the start-up to close-out, because of her vast experience covering every eligible activity allowed. She has managed 75 infrastructure projects and three buyout programs and closed out over 50 grants. In addition, she has extensive experience completing over 50,000 municipal reimbursements for hundreds of activity types in seven different reporting systems. She has developed and authored over 60 regulatory and programmatic plans, guidelines, policies, and standard operating procedures.

RELEVANT EXPERIENCE

ASSOCIATE VICE PRESIDENT OF STATE PROGRAMS, GRANTWORKS, INC., DALLAS, TEXAS, JULY 2020 – PRESENT

Program Manager, Major CDBG Home Rehabilitation and Home Reconstruction Programs, City of Dallas, Department of Housing & Neighborhood Revitalization, Dallas, Texas, December 2022 – Present

As the Program Manager, Sherie performs management oversight, assisting the city with completing home repair and reconstruction projects. She coordinates the entire program process from start-up to completion. Sherie leads case management, marketing, construction, records/reporting management, and closeout of the City CDBG projects. Sherie also oversees and coordinates the assigned staff for individual projects.

Subject Matter Expert, American Rescue Plan Act Program Management Services, Local Government Clients, Multiple Locations, New Jersey and Texas, February 2021 – Present

Sherie is a management team member overseeing the American Rescue Plan Act (ARPA) programs and projects for multiple jurisdictions. She serves as a subject matter expert and a key operation specialist for ARPA, advising and providing support and technical assistance to cities, counties, staff, and project managers. She can perform any aspect of the ARPA program. Her duties and

40 YEARS

GRANT MANAGEMENT EXPERIENCE

COMPANY

GrantWorks, Inc.

EDUCATION

Graduate Real Estate Designation Coursework, Mountain View and North Lake Colleges, University of Texas, Arlington, Texas

HIGHLIGHTS

Over 40 years of experience in professional administrative and grants management expertise in local, state, and federal programs, primarily in CDBG and HOME

Over 10 years of experience with Section 8

8 years of experience with ESG and HOPWA

Served as Environmental Review Officer for 18 years

Expert in reporting systems and other grants for CDBG, HOME, ESG, HOPWA, HPRP, CDBG-R, NSP, ALERT12 – Lead Grant Systems include IDIS, DRGR, ESNAPS/HMIS, FSRS/FAFTA, Federal Reporting.gov

CERTIFICATIONS/ REGISTRATIONS

Certified Public Housing Manager (PHM)

EPA Certified Lead Risk Assessor

EPA Certified Lead Inspector

Certified HOME Program Specialist

responsibilities for ARPA include grant, financial, and contract management, invoicing, developing policies and procedures, records/file management, reporting, procurement, ARPA and 2 CFR 200 compliance, eligibility, monitoring, training, data analytics, and various other components of the program. Her knowledge also includes other federal, state, and local funding resources that may be used with ARPA funds.

SENIOR PROJECT MANAGER/PROJECT MANAGER, APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC, TRENTON, NEW JERSEY, AND DALLAS, TEXAS, MAY 2013 – JUNE 2020

Project Manager, CDBG-DR Professional Administrative Services, Galveston County, Texas, February 2019 – August 2021

Sherie provides Galveston County with comprehensive CDBG-DR administration and professional services funded by the Texas General Land Office for Hurricane Harvey recovery. These services include developing and submitting the County's application to the state and managing the overall project from pre-funding to post-funding services, including close-out for the County's proposed CDBG-DR projects. She helped the County complete its applications for qualified CDBG-DR housing and non-housing, infrastructure, rental housing, non-rental housing, reimbursement, homelessness prevention, affordable rental housing, and economic revitalization projects as funds became available. In addition, she secured \$3.2 million for a Galveston County infrastructure project.

Project Manager, Grant Administrator for CDBG-DR Funds (May 2015 and October Flooding Events), Newton County, Texas, October 2017 – July 2020

As Project Manager, Sherie assisted Newton County in fulfilling state and federal CDBG-DR statutory responsibilities related to 2015 federally declared disaster events. Program management services included all plans, policies, procedures, and guidelines. In addition, she served as the County's administrator for the program's life cycle from start-up to implementation and close-out. She also provided the County with case management, construction management, data management, appeals, reporting, and record retention services.

Project Manager, New Jersey Reconstruction, Rehabilitation, Elevation, Mitigation (RREM) Program, New Jersey Department of Community Affairs, Trenton, New Jersey, June 2013 – January 2019

Sherie was part of the team that oversaw operations and special projects for the \$1.3 billion Hurricane Sandy New Jersey RREM Program. She served as a primary program point of contact for RREM operations. Knowing every aspect of the program, she resolved hundreds of problems and issue requests. In addition, Sherie provided technical assistance and homeowner appeals for work-in-place scope, construction feasibility, and scopes of work. She was the RREM team "go-to" person for homeowners, NJDCA, and staff, solving complex policy-driven issues effectively and efficiently. She also served as a subject matter expert for the State of New Jersey.

EMPLOYMENT HISTORY

- ▶ Associate Vice President of State Programs, GrantWorks, Inc., Dallas, Texas, July 2020 - Present
- ▶ Senior Project Manager, Aptim Environmental & Infrastructure, LLC, Trenton, New Jersey, and Dallas, Texas, July 2017 - June 2020
- ▶ Project Manager, CB&I Environmental & Infrastructure, LLC, Trenton, New Jersey, May 2013 – June 2017
- ▶ Community Development Manager/Supervisor, Cities of Fort Worth, Tyler, and Grand Prairie, Texas, February 1984 – June 2013

KELLE ODOM

DIRECTOR OF CLIENT SERVICES

PROFESSIONAL QUALIFICATIONS

Kelle Odom has over 35 years of business management experience in the public and private sectors. Kelle joined GrantWorks in 2013, bringing 20 years of grant management experience. She previously worked with the Texas General Land Office, the Texas Department of Rural Affairs' CDBG programs, and a private grant management consulting firm.

RELEVANT EXPERIENCE

DIRECTOR OF CLIENT SERVICES, GRANTWORKS, INC., HOUSTON, TEXAS, OCTOBER 2021 – PRESENT

Kelle oversees a team of Client Services Managers and GrantWorks' relationship with its clients. She maintains high retention rates, developing long-term relationships with repeat clients. She also manages the company's accounts and communicates with clients to ensure their satisfaction. Her responsibilities include tracking data about accounts and intervening when problems occur. She leads marketing efforts and outreach. She manages staff, clients, and processes and policies for all accounts.

SENIOR PROJECT MANAGER AND APPLICATION MANAGER, GRANTWORKS, INC., GALVESTON, TEXAS, MARCH 2013 – OCTOBER 2021

Kelle coordinated with local government clients throughout Texas to plan and develop approximately 40 federally funded infrastructure and economic development grant projects each year. She developed grant applications for the State's TxCDBG program and CDBG-DR programs. She assessed damages, gathered data and resources, and developed fundable projects to address local needs and recovery responses. Kelle also provided client services for 20 counties, including conducting pre-construction conferences, employee interviews, public hearings, commissioner's court, and city council presentations.

GRANT ADMINISTRATOR, LANDFORD COMMUNITY MANAGEMENT SERVICES, AUSTIN, TEXAS, JANUARY 2010 – MARCH 2013

Kelle managed over 75 state and federally-funded grant projects, including public infrastructure, disaster recovery, and economic development projects.



35+ YEARS

BUSINESS & GRANT ADMINISTRATION EXPERIENCE

COMPANY

GrantWorks, Inc.

EDUCATION

Master of Business Administration, Business Administration, St. Edward's University, Austin, Texas, 2001

Bachelor of Business Administration, Business Administration, St. Edward's University, Austin, Texas, 1999

HIGHLIGHTS

Over 18 years of experience in government and CDBG

Managed over 400 federal and state projects at the local level for communities throughout Texas

PROGRAM SPECIALIST/REGIONAL COORDINATOR, TEXAS DEPARTMENT OF RURAL AFFAIRS, AUSTIN, TEXAS, MAY 2002 – JANUARY 2010

Kelle managed over 440 CDBG projects, totaling approximately \$121 million. Projects managed included public infrastructure, private property rehabilitation, renewable energy, rural health, planning, economic development, and disaster recovery. Kelle also served as the Training Coordinator for all new CDBG staff and was the team lead for the Project Implementation Manual Workshops held each year.

ASSISTANT DIRECTOR FOR INTERGOVERNMENTAL RELATIONS, EXECUTIVE ASSISTANT TO LAND COMMISSIONER, TEXAS GENERAL LAND OFFICE, AUSTIN, TEXAS, JANUARY 1990 – SEPTEMBER 1999

Kelle served as Executive Assistant to statewide elected Land Commissioner Garry Mauro. In addition to her primary roles, Kelle served as the State Coordinator for the Alternative Fuels Conference.

EMPLOYMENT HISTORY

- ▶ Director of Client Services Director, GrantWorks, Inc., Houston, Texas, October 2021 – Present
- ▶ Senior Project Manager/Field Representative, GrantWorks, Inc., Galveston, Texas, March 2013 – October 2021
- ▶ Grant Administrator, Langford Community Management Services, Austin, Texas, January 2010 – March 2013
- ▶ Program Specialist/Regional Coordinator, Texas Department of Rural Affairs, Austin, Texas, May 2002 – January 2010
- ▶ Assistant to Vice President of Professional and Graduate Studies, St. Edward's University, Austin, Texas, September 1999 – May 2002
- ▶ Executive Assistant to Land Commissioner, Texas General Land Office, Austin, Texas, January 1990 – September 1999

GREG AIELLO, PE

SENIOR DIRECTOR

PROFESSIONAL QUALIFICATIONS

Greg Aiello, PE, is a Professional Engineer with over 20 years of experience leading high-profile projects related to disaster recovery, commercial construction, and transportation engineering. He is an effective communicator who believes that clear messaging and a consistent workflow are the keys to navigating comprehensive programs. Greg takes pride in leading large teams and providing strategic guidance resulting in quality services and client satisfaction. He is skilled at cultivating and maintaining partnerships with stakeholders in the public and private sectors. He is adept at problem-solving, developing new reporting and program policies, and process re-engineering for greater efficiency.

RELEVANT EXPERIENCE

SENIOR DIRECTOR, GRANTWORKS, INC., MOUNT LAUREL, NEW JERSEY, JANUARY 2022 – PRESENT

Senior Director, American Rescue Plan Act (ARPA) Program Management Services, Multiple Local Governments, Multiple Locations, New Jersey and Texas, January 2022 – Present

As the ARPA Senior Director, Greg provides leadership and project management expertise supporting multiple ARPA programs and projects. He manages the GrantWorks ARPA Team and provides the guidance and support required for successful project implementation. Greg reviews project scopes and assigns personnel with the knowledge, skills, and experience necessary for success. He mentors the team and coordinates resource requirements within the GrantWorks framework.

CONSTRUCTION MANAGER, RJP CONSULTING GROUP, LLC., EXTON, PENNSYLVANIA, SEPTEMBER 2019 – JANUARY 2022

Owner's Representative, New Jersey Turnpike Service Area Program, New Jersey Turnpike, New Jersey, September 2019 – January 2022, Contract Value: \$70 million

Greg managed the demolition and reconstruction of the Vince Lombardi Service Area as part of the New Jersey Turnpike Program. Greg managed all aspects of this program, from initial site investigation, feasibility studies, and budgeting through due diligence, entitlements, permitting, bidding, contract award, construction supervision, and building turnover. He provided daily supervision of the schedule and costs to deliver the project on time and within budget. Through solid communication, he fostered and maintained



20+ YEARS

PROJECT MANAGEMENT EXPERIENCE

COMPANY

GrantWorks, Inc.

EDUCATION

Bachelor of Science, Civil Engineering, L.C. Smith College of Engineering & Computer Science, Syracuse University, Syracuse, New York, May 1998

HIGHLIGHTS

Professional Engineer with 20+ years of project management experience

Experience in high-profile disaster recovery projects

REGISTRATIONS/ CERTIFICATIONS

Professional Engineering, Civil, License No. #24GE04905600, New Jersey

Work Zone Coordinator Certification

Xactimate Level 1 Certification

client relationships, including telephone calls and in-person visits with representatives, officials, or decision-makers. Greg assisted his client in developing new projects that included site investigation studies and reports, drawing reviews, entitlement recommendations, schedules, and cost analysis. He also prepared weekly executive updates and reported on project status.

PROJECT MANAGER, CB&I ENVIRONMENTAL & INFRASTRUCTURE, LLC, TRENTON, NEW JERSEY, APRIL 2014 – SEPTEMBER 2019

Inspections Intake Manager, New Jersey Reconstruction, Rehabilitation, Elevation, Mitigation (RREM) Program, New Jersey Department of Community Affairs, Trenton, New Jersey, August 2014 – September 2019

Greg oversaw a team of 16 employees and 10 consultants on this residential disaster recovery program. The team conducted damage assessments, lead and asbestos inspections, and prepared cost estimates to rehabilitate/reconstruct single-family, multi-unit, and mobile homes. He developed and implemented a new workflow process that streamlined production, increased productivity, and led to cost savings. He also reviewed and prioritized the distribution of bid documents, developed new policies and standard operating procedures aligned with the program requirements, and produced daily, weekly, and monthly scheduling and forecasting reports for senior management and the client. Greg conducted weekly team meetings to achieve objectives, oversaw and performed quality control checks to ensure compliance with program state and federal guidelines, and interacted directly with the client to ensure satisfaction.

Lead Construction Manager, New Jersey Reconstruction, Rehabilitation, Elevation, Mitigation (RREM) Program, New Jersey Department of Community Affairs, Trenton, New Jersey, April 2014 – August 2014

As the Lead Construction Manager, Greg managed a team of five construction managers on this residential disaster recovery program. He coordinated activities between contractors, applicants, and inspectors in the field by planning and participating in design reviews, pre-bid, pre-construction, and in-progress construction meetings. He provided design, bid, construction, and safety oversight by reviewing design documents, bid documents, construction feasibility, contractor invoices and disbursements, creating punch lists, and performing routine site visits. Greg negotiated and finalized construction contracts between applicants and contractors. He also verified that construction projects comply with the program specifications, permit drawings, and municipal code requirements. He also monitored the implementation and compliance of company safety policies.

EMPLOYMENT HISTORY

- ▶ Senior Director, GrantWorks, Inc., Mount Laurel, New Jersey, January 2022 – Present
- ▶ Construction Manager, RJP Consulting Group, Mount Laurel, New Jersey, September 2019 – January 2022
- ▶ Project Manager, CB&I Environmental & Infrastructure, LLC, Trenton, New Jersey, April 2014 – September 2019
- ▶ Principal Engineer, The RBA Group, Inc., Parsippany, New Jersey, July 2007 – April 2014
- ▶ Project Manager, Toll Brothers, Inc., Freehold, New Jersey, February 2005 – July 2007
- ▶ Transportation Engineer, The RBA Group, Morristown, New Jersey, September 2000 – February 2005
- ▶ Junior Transportation Engineer, Vollmer Associates, LLP, New York, New York, June 1998 – August 2000

MARY SHEEHY

SENIOR PROJECT MANAGER

PROFESSIONAL QUALIFICATIONS

Mary Sheehy has 16 years of experience in project management and implementation of state and federal residential programs for CDBG-DR (NJ-Sandy and TX-Harvey), low-income housing development (NJHMFA), and energy efficiency residential upgrades (weatherization). Previous experience includes working with developers and community organizations on residential and/or green residential development projects; coordinating funding between state agencies for energy efficiency and renewable energy financing for affordable multifamily housing; developing policies and programs in New Jersey; as well as eligibility reviews, case management, special projects, compliance and monitoring, closeout reviews, scope reviews, training tools and updates related to the management of government-funded programs.

RELEVANT EXPERIENCE

SENIOR PROJECT MANAGER, GRANTWORKS, INC., HO-HO-KUS, NEW JERSEY, MARCH 2022 – PRESENT

Senior Project Manager, American Rescue Plan Act (ARPA) Project Management Services, Local Government Clients, Multiple Locations, New Jersey and Texas, March 2022 – Present

As a Senior Project Manager, Mary develops program policies, procedures, tips sheets, and procurement and contract agreement templates in compliance with ARPA program regulations and updated guidelines. In addition to providing written guidance, she participates in client calls, provides training, and answers Project Managers' questions on various compliance topics. She also directly manages ARPA clients in New Jersey.

CONSTRUCTION CIVIL SUPERVISOR, APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC, TRENTON, NEW JERSEY, JULY 2017 – MARCH 2022

Section 3 Specialist, Section 3 Reporting and Davis-Bacon Certified Payroll Reviews and Field Interviews, Flood Hazard Risk Reduction and Resiliency Program, New Jersey Department of Environmental Regulation, Trenton, New Jersey, February 2018 – March 2022

Mary is responsible for collecting and compiling quarterly Section 3 Reports for the program, interviewing field workers, reviewing Davis-Bacon certified payrolls, and documenting checklist items submitted with contractor draw requests. These are resiliency infrastructure projects initiated by townships to alleviate future flooding events.



16 YEARS

PROJECT MANAGEMENT EXPERIENCE

EDUCATION

Master of City Planning, Environmental & Physical Planning, Rutgers University, 2006

Bachelor of Architecture, Architecture, University of Houston, Houston, Texas, 2003

HIGHLIGHTS

Extensive experience in Section 3 Reporting

Quality control reviews of contractor payment requests

Compliance reviews

Energy efficiency and renewable energy programs and policies

CDBG-DR funding and programs

Davis-Bacon payroll reviews

Xactimate scope adjustments – DOB reviews

Policy development

TRAINING

FEMA IS-320

FEMA IS-321

FEMA IS-322

FEMA IS-403

Xactimate – basics

Construction Civil Supervisor, Construction Contract & DOB Reviews, New Jersey Reconstruction, Rehabilitation, Elevation, Mitigation (RREM) Program, New Jersey Department of Community Affairs (NJDCA), Trenton, New Jersey, January 2020 – March 2022

The NJDCA called Mary back to work on the NJ RREM program under a new/separate contract. This new role involved reviewing program applicants' construction contracts to ensure they completed scopes of work, met program requirements, and achieved a CO. This role included making program/project scope changes using the Xactimate program, updating the state reporting system website (SIROMS) with new contract amounts, scope amounts and review documents, and reaching out to homeowners and representatives to discuss contracts, scope needs and collect other required documentation. NJDCA also tasked Mary with completing closeout/DOB scope reviews, which included reviewing final paid invoices and work completed against funding allocations.

Eligibility QC Reviewer, Build It Forward Housing Programs, Master Program Manager, City of Houston Housing & Community Development Department (HCDD), Houston, Texas, June 2019 – August 2019

Mary completed file reviews for eligibility compliance on applicant files, including reviewing income verifications, ownership documentation, and other relevant program information. Also, she responded to requests for information from the Texas General Land Office (GLO) to receive approvals for the next steps in the program – loan closing and construction starts. The following steps included verifying Duplication of Benefits (DOB) results and quality control reviews on awards documentation, confirming mortgage information as applicable, etc.

Community Outreach Manager, New Jersey Reconstruction, Rehabilitation, Elevation, Mitigation (RREM) Program, New Jersey Department of Community Affairs (NJDCA), Trenton, New Jersey, May 2015 – December 2018

The RREM Program provided disaster housing relief services for over 10,000 homeowners damaged or displaced by Superstorm Sandy in nine coastal counties. APTIM provided Master construction management services by conducting damage assessments, implementing environmental mitigation, CDBG-DR expertise, construction oversight, and compliance monitoring. Program activities include rehabilitation, reconstruction, elevation, mitigation, resiliency, demolition, lead paint assessments and clearances, asbestos assessments, windstorm compliance, and engineering design services. Ms. Sheehy provided support to the management team by drafting presentations, reviewing programmatic forms, generating compliance recommendations, conducting closeout document QC reviews, working directly with the state on issue file resolution, providing training and tools for other team members, ensuring uniformity of process and information provided to the homeowner, grant management counterparts and homeowner's advocates.

EMPLOYMENT HISTORY

- ▶ Senior Project Manager, GrantWorks, Inc., Ho-Ho-Kus, New Jersey, January 2022 – Present
- ▶ Construction Civil Supervisor, Aptim Environmental & Infrastructure, LLC, Trenton, New Jersey, July 2017 – January 2022
- ▶ Construction Civil Supervisor, CB&I Environmental & Infrastructure, LLC, Trenton, New Jersey, May 2015 – June 2017
- ▶ Green Homes Administrator, New Jersey Housing & Mortgage Finance Agency, Trenton, New Jersey, May 2006 – May 2012

GREGORY GUNN

PROCUREMENT SPECIALIST



PROFESSIONAL QUALIFICATIONS

Gregory Gunn spent 15 years in the U.S. Army as a Contingency Contracting Officer, Contracting Specialist, and Instructor/ Training Program Manager before joining GrantWorks. During his time in the U.S. Army, he acquired extensive contract and procurement experience following the Federal Acquisition Regulation, Defense Federal Acquisition Regulation, and applicable policies and statutes.

RELEVANT EXPERIENCE

PROCUREMENT SPECIALIST, GRANTWORKS, INC., ELGIN, TEXAS, NOVEMBER 2021 – PRESENT

Procurement Specialist, American Rescue Plan Act (ARPA) Program Management Services, Multiple Local Governments, Multiple Locations, Texas, November 2021 – Present

Gregory evaluates and determines compliance with federal, state, and local procurement requirements related to 2 CFR 200. He conducts reviews of procurement documents to determine compliance with laws, regulations, and policies and procedures. He also follows quality assurance procedures to produce accurate and complete work products. Gregory evaluates procurement proposal documents using best practices and maintains policies, procedures, and guidelines related to procurement. Most importantly, Gregory is a resource for project managers overseeing various ARPA projects requiring procurement under 2 CFR 200.

STAFF SERGEANT, U.S. ARMY, FAYETTEVILLE, NORTH CAROLINA, FEBRUARY 2006 – NOVEMBER 2021

Contingency Contracting Officer

Gregory served as a Defense Acquisition Workforce Improvement Act (DAWIA) Level II. As an acquisition official with a Secret Security Clearance, he had an exemplary performance record, providing forward area contracting support to war zones and worldwide humanitarian missions. His role and responsibilities included:

- ▶ Executed direct procurement support for counter-drug, peacekeeping, humanitarian, training exercises, and Department of Defense contingency missions.
 - › Planned, coordinated, and facilitated customer requirements development and supply, services, and minor construction contract execution.

15 YEARS

MILITARY EXPERIENCE

COMPANY

GrantWorks, Inc.

EDUCATION

Master of Science, Webster University, St. Louis, Missouri, 2018

Bachelor of Science, Managerial Economics, Hampden-Sydney College, Farmville, Virginia, 2002

HIGHLIGHTS

Extensive federal government contract and procurement experience

CERTIFICATIONS/REGISTRATIONS

Secret Security Clearance

TRAINING

Senior Leadership

Market Research

Curriculum Development

Strategic Planning

Program Development

Program Management

Contract Management

- ▶ Provided senior leadership enhanced operational flexibility by leveraging the local economy for contracted life and logistic support.
 - › Appointed Lead Contracting Officer for joint task force operations at Soto Cano Air Base, Honduras.
 - › Executed \$2.5 million in operational support contracts.
 - › Negotiated with local providers and increased services by 75%, with a resulting \$750,000 reduction in contractual cost.
- ▶ Trained and mentored 20 expeditionary joint task force Contracting Specialists and Contracting Officers.
- ▶ Rated the #1 Contracting Officer at the organizational level and Top 10% at the corporate level.

Contracting Specialist

Gregory served as a critical member of the Contingency Contracting Team, advising the Contracting Officer on the availability, location, and condition of commercial supplies and services. His role and responsibilities included:

- ▶ Conducted market research, prequalified vendors, solicited quotes, made cost comparisons, negotiated offers with vendors, recommended contract awards, administered contracts, and closed out contracts adhering to the Federal Acquisition Regulation, Defense Federal Acquisition Regulation, and applicable policies and statutes.
- ▶ Assisted with vendor selection, purchases, procurement, and the timely arrival of materials, products, and services.
 - › Recommended contract awards, administered contracts, and closed out contracts.
 - › Appointed Lead Closeout Specialist.
- ▶ Selected as a Contingency Contracting Officer during deployed operations, including humanitarian assistance, disaster relief operations, and training exercises.

Instructor/Training Program Manager

Gregory was an Instructor/Training Program Manager, providing corporate-level training, curriculum development, and specialized lesson planning for 1,200 students annually.

- ▶ Taught over 500 hours of classroom instruction annually, revised 52 lesson plans, and developed 5 Programs of Instruction (POIS).
 - › Selected as Instructor of the Cycle, received Senior Instructor recognition and a 100% readiness rating.
- ▶ Certified as the Radiation Safety Officer and maintained a perfect safety record over eight assigned laboratories.
- ▶ Received the U.S. Army's highest possible assessments for competence, leadership, and accountability.

EMPLOYMENT HISTORY

- ▶ Procurement Specialist, GrantWorks, Inc., Elgin, Texas, November 2021 – Present
- ▶ Staff Sergeant, U.S. Army, February 2006 – November 2021

JESSICA HISSAM

LEAD PROJECT MANAGER



PROFESSIONAL QUALIFICATIONS

With 11 years of experience, Jessica Hissam uses her interdisciplinary project management, multi-system policy research, and program implementation skills to oversee and support complex governmental and grant-funded behavioral health and social service programs at the state and local levels. She also uses her expertise to foster interdisciplinary collaborations across systems to maximize organizational impact and provide our clients with the best possible service.

RELEVANT EXPERIENCE

LEAD PROJECT MANAGER, GRANTWORKS, INC., BASTROP, TEXAS, NOVEMBER 2021 – PRESENT

Lead Project Manager, American Rescue Plan Act (ARPA) Program Management Services, Multiple Local Governments, Multiple Locations, Texas, November 2021 – Present

Jessica coordinates projects funded primarily by the ARPA. These funds are distributed directly by the U.S. Department of Treasury to the state or local government (cities and counties). The projects are primarily related to water, sewer, or broadband improvement.

Jessica coordinates and expedites the projects, working directly with local government contacts, U.S. Treasury staff, engineers, and other professional service providers.

CONTRACT SPECIALIST, TEXAS HEALTH & HUMAN SERVICES, AUSTIN, TEXAS, NOVEMBER 2020 – NOVEMBER 2021

Jessica was a Contract Specialist for the Acquired Traumatic Brain Injury Unit of the Comprehensive Rehabilitation Services Program within the Health, Developmental, and Independence Services Department at HHSC. She performed advanced consultative and technical assistance work, including contract procurement, development, and support to contracted providers. She also provided oversight, monitoring, analysis, process, procedure, and program improvement of all contracted service providers.

TEAM LEAD, COORDINATED SPECIALTY CARE FOR FIRST EPISODE PSYCHOSIS, TEXAS HEALTH & HUMAN SERVICES, AUSTIN, TEXAS, JULY 2019 – NOVEMBER 2020

Jessica served as a subject matter expert on Coordinated Specialty Care for First Episode Psychosis at 24 local mental and behavioral health authorities across Texas. She managed and monitored individualized program budgets allocated from a \$9.6 million

11 YEARS

PROJECT AND PROGRAM MANAGEMENT EXPERIENCE

COMPANY

GrantWorks, Inc.

EDUCATION

Bachelor of Arts, Psychology and Criminology, St. Edward's University, Austin, Texas, 2014

HIGHLIGHTS

2.5 years of ARPA project management experience

portfolio. She performed advanced research, policy, and consultation work on adult mental health services, including providing leadership, developing/revising projects, and facilitating activities to promote effective program design and implementation. Jessica worked with a unit that analyzed various highly technical and complex policy issues, including behavioral health bill analysis, legislature, grants, contracts, and state administrative codes.

JAIL DIVERSION SPECIALIST, TEXAS HEALTH & HUMAN SERVICES, AUSTIN, TEXAS, OCTOBER 2018 – JULY 2019

Jessica served as a statewide subject matter expert, providing training, consultation, policy guidance, and recommendations to stakeholders with a vested interest in enhancing the coordination and efficiency of the Texas forensic services. She analyzed policy affecting individuals at risk of being justice-involved or who are justice-involved, specifically, those with behavioral health and intellectual developmental disorders who have been placed on or are at risk for a forensic or civil commitment treatment, to divert services to the least-restrictive environment. Jessica led targeted state and federal workgroup initiatives, data analysis, quality management, policy consultation, process mapping, and technical assistance around jail diversion.

PROGRAM SPECIALIST V, TEXAS HEALTH & HUMAN SERVICES, AUSTIN, TEXAS, SEPTEMBER 2016 – SEPTEMBER 2018

Jessica served as a Subject Matter Expert on Assertive Community Treatment/Evidence-Based Practices, Supportive Housing Rental Assistance, Permanent Supported Housing, and Section 811 for 39 local mental and behavioral health authorities across Texas. She performed advanced research, policy, and consultation work on adult mental health services, including providing leadership, developing/revising projects, and facilitating activities to promote effective program design and implementation. She facilitated technical assistance, webinars, conference calls, and creative problem solving, emphasizing the Texas Resilience and Recovery system focusing on the person-centered provision of services. Jessica also worked with a unit team of 14 that analyzed various highly technical and complex policy issues, including behavioral health bill analysis, legislature, grants, contracts, and state administrative codes.

EMPLOYMENT HISTORY

- ▶ Lead Project Manager, GrantWorks, Inc., Bastrop, Texas, November 2021 – Present
- ▶ Contract Specialist, Texas Health & Human Services, Austin, Texas, November 2020 – November 2021
- ▶ Team Lead, Coordinated Specialty Care for First Episode Psychosis, Texas Health & Human Services, Austin, Texas, July 2019 – November 2020
- ▶ Jail Diversion Specialist, Texas Health & Human Services, Austin, Texas, October 2018 – July 2019
- ▶ Program Specialist V, Texas Health & Human Services, Austin, Texas, September 2016 – September 2018
- ▶ Certified Mental Health First Aid Instructor, National Council for Behavioral Health, Austin, Texas, July 2017 – Present
- ▶ Agency Representative, Housing & Health Services Coordination Council, Austin, Texas, September 2016 – September 2018
- ▶ Agency Representative, Texas Interagency Council for the Homeless, Austin, Texas, September 2016 – September 2018
- ▶ Human Rights Officer, Vinfen, Cambridge, Massachusetts, January 2016 – September 2016

JESSICA JOHNSTONE

LEAD PROJECT MANAGER

PROFESSIONAL QUALIFICATIONS

Jessica Johnstone is an experienced project management professional. She is a self-driven critical thinker with experience in project management, environmental outreach and coordination, and technical assistance. Her growth mindset, unique knowledge, and skills make her a strong ARPA Project Manager.

Most recently, in her position as Project Manager for the Nonpoint Source Program (NPS) at the Texas Commission on Environmental Quality (TCEQ), she developed and managed multiple projects at various stages of implementation to benefit water quality in urban areas across the state. These projects often included planning and implementing best management practices, including low infrastructure development and green infrastructure. Additionally, she coordinated the annual Clean Water Act (CWA) § 319(h) grant solicitation for the last two years. The year prior, she served as an evaluator of the grant applications received during the solicitation. NPS is an organizational leader in file structure and documentation practices, through which Jessica developed an aptitude for project management.

RELEVANT EXPERIENCE

LEAD PROJECT MANAGER, GRANTWORKS, INC., AUSTIN, TEXAS, OCTOBER 2021 – PRESENT

Lead Project Manager, American Rescue Plan Act (ARPA) Program Management Services, Multiple Local Governments, Multiple Locations, Texas, October 2021 – Present

Jessica coordinates projects funded primarily by the ARPA. These funds are distributed directly by the U.S. Department of Treasury to the state or local government (cities and counties). The projects are primarily related to water, sewer, or broadband improvement.

Jessica coordinates and expedites the projects, working directly with local government contacts, U.S. Treasury staff, engineers, and other professional service providers.

PROJECT MANAGER/NATURAL RESOURCES SPECIALIST, WATER QUALITY PLANNING AND IMPLEMENTATION, TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, AUSTIN, TEXAS, JANUARY 2019 – OCTOBER 2021

Jessica managed multiple moderately complex grant-funded projects at various stages of implementation to benefit water quality in urban communities across the state. She provided technical and administrative support for creating EPA-approved watershed-based



5 YEARS

PROJECT MANAGEMENT EXPERIENCE

COMPANY

GrantWorks, Inc.

EDUCATION

Bachelor of Science, Ecosystem Science & Sustainability, Colorado State University, Fort Collins, Colorado, May 2017

Associate of Science, Georgia Highlands College, Rome, Georgia, May 2011

HIGHLIGHTS

5 years of project management experience

plans (WBPs). She also oversaw contract actions, including project selection and development, status tracking, spending and billing, and the review of deliverables.

ENVIRONMENTAL COMPLIANCE SPECIALIST, WATERSHED MONITORING AND PLANNING PROGRAM, GEORGIA DEPARTMENT OF NATURAL RESOURCES, ENVIRONMENTAL PROTECTION DIVISION, CARTERSVILLE, GEORGIA, MAY 2018 – DECEMBER 2018

Jessica gathered, organized, and maintained samples and measurements from over 50 lake and tributary sites based on potential factors contributing to ambient water quality and EPA-defined Watershed Monitoring and Planning Program regulations. She used a variety of field instruments, lab tools, and methods, including habitat assessments and surveys, designed long- and short-term studies, and operated boats and trailers.

OPERATIONS MANAGER, GROUSE MALTING AND ROASTING, WELLINGTON, COLORADO, SEPTEMBER 2015 – NOVEMBER 2017

As the Operations Manager, Jessica orchestrated sales, shipping, and logistics. She also performed analytical chemistry, sensory, and material quality trials to develop and revise procedures and specifications for the plant, field, or laboratory operations and developed quality control and training programs.

FIELD/LABORATORY TECHNICIAN, LOCH VALE LONG-TERM ECOLOGICAL RESEARCH AND MONITORING PROGRAM, JANUARY 2016 – AUGUST 2016

Jessica performed weekly standardized sample collection in harsh environmental conditions, analyzed water and soil samples for various metrics, and contributed to an extensive research database and literature.

EMPLOYMENT HISTORY

- ▶ Lead Project Manager, GrantWorks, Inc., Austin, Texas, October 2021 – Present
- ▶ Project Manager/Natural Resources Specialist, Water Quality Planning and Implementation, Texas Commission on Environmental Quality, Austin, Texas, January 2019 – October 2021
- ▶ Environmental Compliance Specialist, Watershed Monitoring and Planning Program, Georgia Department of Natural Resources, Environmental Protection Division, Cartersville, Georgia, May 2018 – December 2018
- ▶ Manager of Operations, Grouse Malting and Roasting, Wellington, Colorado, September 2015 – November 2017
- ▶ Field/Laboratory Technician, Loch Vale Long-Term Ecological Research and Monitoring Program, January 2016 – August 2016

ANGELA LEACH

LEAD PROJECT MANAGER



PROFESSIONAL QUALIFICATIONS

Angela Leach is an experienced disaster recovery project manager with critical thinking and policy analysis skills. She is also an outcome-focused leader skilled in collaboration. Under the ARPA Program, Angela coordinates and expedites projects, working directly with local government contacts, U.S. Treasury staff, engineers, and other professional service providers.

RELEVANT EXPERIENCE

LEAD PROJECT MANAGER, GRANTWORKS, INC., CORPUS CHRISTI, TEXAS, OCTOBER 2021 – PRESENT

Lead Project Manager, American Rescue Plan Act (ARPA) Program Management Services, Multiple Local Governments, Multiple Locations, Texas, October 2021 – Present

Angela coordinates projects funded primarily by the ARPA. These funds are distributed directly to the state or local government (cities and counties) via the U.S. Treasury. The projects are primarily related to water, sewer, or broadband improvement.

RENTAL CASE MANAGER, HAGERTY CONSULTING, CORPUS CHRISTI, TEXAS, JUNE 2021 – OCTOBER 2021

Angela worked within a project team to determine eligibility, calculate benefits, and recommend approvals for low-income households seeking Emergency Rent Assistance.

CONTRACT CASE MANAGER, ACCESSIBLE HOUSING RESOURCES, INC., CORPUS CHRISTI, TEXAS, SEPTEMBER 2019 – MAY 2021

As a Contract Case Manager, Angela developed organizational capacity by securing state and city contracts to provide disaster rent assistance using federal HUD HOME funds. She wrote program policies and procedures for intake, client records, compliance, and referrals, contributing to compliant audits from city and state programs. She also completed reports of program activities and grant compliance for board and funding sources. Angela provided direct case management for low-income persons seeking housing assistance, supervised and trained program case managers, and created community resource referrals. She also participated in community collaboration through Coastal Bend community organizations active in disaster and weekly homeless service provider calls with the City.

7+ YEARS

PROJECT AND GRANT MANAGEMENT EXPERIENCE

COMPANY

GrantWorks, Inc.

EDUCATION

Bachelor of Science, Psychology, Angelo State University, San Angelo, Texas

HIGHLIGHTS

Responds to customer situations with sensitivity

Understands a target audience and how to best communicate with them

Knowledge of compensation and benefits programs

Determines client needs, provides support resources, and collaborates with clients and multidisciplinary teams

ASSISTANT INDEPENDENT OMBUDSMAN, STATE-SUPPORTED LIVING CENTER AGING AND DISABILITY SERVICES, CORPUS CHRISTI, TEXAS, DECEMBER 2014 – NOVEMBER 2016

In this position, Angela advocated for client rights. She monitored critical incidents through in-person interviews and chart reviews. She ensured regulatory compliance and the least restrictive practices.

DIRECTOR OF INTELLECTUAL AND DEVELOPMENTAL DISABILITY SERVICES BEHAVIORAL HEALTH CENTER OF NUECES COUNTY, CORPUS CHRISTI, TEXAS, OCTOBER 2002 – DECEMBER 2014

Angela hired, developed, and supervised approximately 80 staff to implement service coordination, employment, and skills training. She developed and implemented quality improvement goals. She also worked individually and within teams to write federal and local funds grants.

EMPLOYMENT HISTORY

- ▶ Lead Project Manager, GrantWorks, Inc., Corpus Christi, Texas, October 2021 – Present
- ▶ Rental Case Manager, Hagerty Consulting, Corpus Christi, Texas, June 2021 – October 2021
- ▶ Contract Case Manager, Accessible Housing Resources, Inc., Corpus Christi, Texas, September 2019 – May 2021
- ▶ Assistant Independent Ombudsman, State Supported Living Center Aging and Disability Services, Corpus Christi, Texas, December 2014 – November 2016
- ▶ Director of Intellectual and Developmental Disability Services Behavioral Health Center of Nueces County, Corpus Christi, Texas, October 2002 – December 2014

JONATHAN STUART, PMP

LEAD PROJECT MANAGER



PROFESSIONAL QUALIFICATIONS

Jonathan Stuart is an experienced Project Manager with over 13 years of experience in the construction, service, and start-up industries. His experience includes working with third-party contractors/vendors from all over the world. Jonathan is a fully qualified Project Management Professional with a PMP certification.

RELEVANT EXPERIENCE

LEAD PROJECT MANAGER, GRANTWORKS INC., AUBREY, TEXAS, JANUARY 2022 – PRESENT

Lead Project Manager, American Rescue Plan Act (ARPA) Program Management Services, Multiple Local Governments, Multiple Locations, Texas, January 2022 – Present

As a Project Manager, Jonathan assists and collaborates with the ARPA project management team and client project managers that liaison directly with governmental entities receiving ARPA funds. These funds are distributed directly by the U.S. Department of Treasury to state or local governments (cities and counties). Jonathan coordinates and manages multiple moderately complex projects at various stages of implementation. He communicates with local officials, professional service providers, and various state and federal agencies through written memos, emails, formal letters, and telephone conversations. He also helps manage project management's financial details, including reviewing contractor pay estimates and professional service invoices, budget tracking, billing projections, and payment thresholds. Jonathan leads a team to assist with reviewing project documents, including applications, demographic surveys, maps, and environmental assessments; periodically scheduling and arranging public meetings; and tracking performance milestones and numerous deadline events, including reports, contract amendments, newspaper advertisements, and grant-specific requirements.

PROJECT MANAGER, ISLAMIBLOCKCHAIN, GLOBAL, JANUARY 2021 – APRIL 2022

- ▶ Developed large-scale global utility cryptocurrency aimed at providing financial independence for participants.
- ▶ Researched subject matter experts to contract with to fast-track road map goals and objectives.
- ▶ Primary liaison to streamline operations of multiple lines of business within the organization.
- ▶ Raised capital from a variety of investors and grew to over 10,000 holders.

13 YEARS

MANAGEMENT EXPERIENCE

COMPANY

GrantWorks, Inc.

EDUCATION

Bachelor of Arts, Philosophy,
University of Stony Brook, Stony
Brook, New York, 2014

HIGHLIGHTS

Team communication

Attention to detail

Building client relationships

REGISTRATIONS/ CERTIFICATIONS

Project Management Professional
(PMP), Project Management
Institute, 2021

TRAINING

SQL Course, UDEMY, 2021

Azure-900, UDEMY, 2021

SAP ERP, UDEMY, 2021

SAP 4HANA, UDEMY, 2021

30-Hour Card, OSHA, 2020

Non-Violent Communication,
Virtual Course, 2018

- ▶ Investigated trends, surfaced issues, identified root problems, and collaboratively worked with the team to effectively resolve the issues.
- ▶ Created a detailed work plan that identifies and sequences the activities needed and determined the resources (time, money, resources, etc.) required to launch the DeFi exchange formally.

HEALTH AND WELLNESS ENTREPRENEUR, OPEX, MOUNT SINAI, NEW YORK, JUNE 2014 – JANUARY 2021

- ▶ Performed extensive research.
- ▶ Employed a research group that culminated in the development of the business plan.
- ▶ Defined the project scope, roles and responsibilities, and resources needed, as well as created the staffing needs and budget.
- ▶ Developed a plan to meet deadlines and deliverables for clients.
- ▶ Identified and communicated with stakeholders.
- ▶ Developed best practices.
- ▶ Monitored activities.
- ▶ Identified risks and planned for risk response.
- ▶ Finalized project activities.
- ▶ Reported on final performances.
- ▶ Documented lessons learned and conducted administrative closure.
- ▶ Enhanced customer satisfaction year over year by implementing a consult-first approach to consistently produce the highest customer loyalty ratings in the industry using Net Promoter Score with a minimal churn rate (<1% monthly) combined with >50% referral business.
- ▶ Created a new standard adopted as a corporate policy with streamlined templates and a faster process by developing and implementing change management tools and activities to benefit end-user life cycle/client engagement.
- ▶ Trained, staffed, and contracted more than 15 professional coaches, HR and marketing teams, as well as an accounting firm to align with the company's vision and future growth.

MANAGER, MOUNT SINAI FITNESS, MOUNT SINAI, NEW YORK, SEPTEMBER 2009 – JUNE 2014

- ▶ Managed 7+ employees and 200+ clients.
- ▶ Led and directed marketing campaigns focused on SEO, content marketing, social media, and mobile
- ▶ Provided day-to-day contact with employees and clients via phone calls, email, and face-to-face meetings to discuss progress as well as ways we could improve.
- ▶ Discussed company vision with everyone.
- ▶ Coordinated scheduling and program design, overseeing instructor's efficacy, and provided weekly feedback and educational seminars on movement as well as nutrition.
- ▶ Evaluated new clients by diagnosing their physical condition and health status.
- ▶ Performed body analysis, fitness level diagnosis, and nutritional consulting.
- ▶ Developed individualized training plans based on BMI, conditioning, and client goals.

EMPLOYMENT HISTORY

- ▶ Project Manager, GrantWorks, Inc., Aubrey, Texas, January 2022 – Present
- ▶ Project Manager, Islamiblockchain, Global, January 2021 – January 2022
- ▶ Health and Wellness Entrepreneur, OPEX, Mount Sinai, New York, June 2014 – January 2021
- ▶ Manager, Mount Sinai Fitness, Mount Sinai, New York, September 2009 – June 2014

ATTACHMENT 2 – CERTIFICATE OF INSURANCE

GrantWorks has provided a copy of our Professional Liability Certificate of Insurance on the following page.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON 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).

| | | | |
|---|--|---|--|
| PRODUCER Galloway Insurance Agency PO Box 8 1310 S Water Burnet TX 78611 | | CONTACT NAME: Ben Gillihan PHONE (A/C, No, Ext): (512) 756-2988 E-MAIL ADDRESS: Ben@gallowayinsurance.com FAX (A/C, No): (512) 756-7308 | |
| INSURED GrantWorks, Inc. 2201 Northland Drive Austin TX 78756 | | INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Companies NAIC # 10677 INSURER B: Cincinnati Casualty 28665 INSURER C: Ryan Turner Specialty INSURER D: Twin City Fire Insurance Company 29459 INSURER E: INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 24/25 Master Cert **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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | Y | Y | EPP 0716461 | 05/22/2024 | 05/22/2025 | 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 - COM/OP AGG \$ 2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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 <input type="checkbox"/> OTHER: | Y | Y | EPP 0716461 | 05/22/2024 | 05/22/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 25,000 <input type="checkbox"/> CLAIMS-MADE | Y | Y | EPP 0716461 | 05/22/2024 | 05/22/2025 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| B | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | EWC 0716460 | 05/22/2024 | 05/22/2025 | <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 |
| C | EXCESS LIABILITY | | | EX-4Y410176-24-NF | 05/22/2024 | 05/22/2025 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Cyber: Insurer: The Hartford Insurance Company. (NAIC #37273) - Pol #65 MB 0559203-23 - Policy Period: 8/6/2023 to 8/6/2024 -Aggregate Limit:\$3,000,000
 Crime: Insurer: The Hartford Insurance Company. (NAIC #37273) - Pol #65KB0358789-23 - Policy Period: 01/01/2024 to 01/01/2025 -Aggregate Limit: \$2,000,000

| | |
|--|--|
| CERTIFICATE HOLDER For Bid Purposes Only | CANCELLATION 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 |
|--|--|

ATTACHMENT 3 – STATEMENT OF CONFLICTS OF INTEREST

GrantWorks has identified no conflicts and/or potential conflicts regarding the company or key employees.



Authorized Signature

June 27, 2024

Date

Bruce J. Spitzengel, President

Print Name & Title

ATTACHMENT 4 – SYSTEM FOR AWARD MANAGEMENT VERIFICATION

GrantWorks is not debarred from doing business in the State of Texas, as shown by the attached proof of non-debarment from the Texas Comptroller. GrantWorks is not debarred or suspended from the Excluded Parties List System (EPLS) in the System for Award Management (SAM). We have included verification that GrantWorks and the company's principal are not listed through SAM through a printout of the search results with the record date on the following pages.

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

DEBARRED VENDOR LIST

The following vendors shown below are debarred from doing business with the State of Texas, effective from the date of debarment for the length of time indicated. Whether they are listed below or not, the debarred vendors include the vendors' successors in interest as defined in Rule §20.585.

Last updated: 05/20/24

| Vendor ID Number | Vendor Name/Address | Date of Debarment | Length of Debarment |
|------------------|--|-------------------|---------------------|
| 23075463 | BRI Supply Inc 9332 N. 95 th Way, STE B109 Scottsdale, AZ 85258 | April 1, 2021 | 5 Years |
| 13840598299 | Cobra Food Service, LLC 9000 Heartwood Drive Fort Worth, TX 76244 | May 20, 2024 | 2 Years 3 Months |



Entity Information Search Results 1 Total Results

Filter by:

| | |
|-----------------|-----------------|
| Keyword (EXACT) | Status |
| uz9nmvf8sgd8 | Active,Inactive |

GRANTWORKS, INC. ● Active Registration

Entity

Unique Entity ID: UZ9NMVF8SGD8

Physical Address:

Expiration Date:

CAGE/NCAGE: 5JH22

2201 NORTHLAND DR
AUSTIN, TX
78756 USA

Sep 13, 2024

Purpose of Registration:

All Awards



Entity Information Search Results 1 Total Results

Filter by:

| | |
|--------------------|-----------------|
| Keyword (EXACT) | Status |
| "Bruce Spitzengel" | Active,Inactive |

GRANTWORKS, INC. ● Active Registration

Entity

Unique Entity ID: UZ9NMVF8SGD8

Physical Address:

Expiration Date:

CAGE/NCAGE: 5JH22

2201 NORTHLAND DR
AUSTIN, TX
78756 USA

Sep 13, 2024

Purpose of Registration:

All Awards

Last updated by Cecelia Johnson on Aug 03, 2021 at 11:59 AM

GRANTWORKS, INC.



GRANTWORKS, INC.

| | | |
|---|---|--|
| Unique Entity ID UZ9NMVF8SGD8 | CAGE / NCAGE 5JH22 | Purpose of Registration All Awards |
| Registration Status Active Registration | Expiration Date Sep 2, 2022 | |
| Physical Address 2201 Northland DR Austin, Texas 78756-1117 United States | Mailing Address 2201 Northland Drive Austin, Texas 78756-1117 United States | |

Business Information

| | | |
|---|--|---|
| Doing Business as (blank) | Division Name Grantworks | Division Number (blank) |
| Congressional District Texas 10 | State / Country of Incorporation Texas / United States | URL http://www.grantworks.net |

Registration Dates

| | | |
|---------------------------------------|---------------------------------------|--|
| Activation Date Aug 4, 2021 | Submission Date Aug 3, 2021 | Initial Registration Date Jun 16, 2009 |
|---------------------------------------|---------------------------------------|--|

Entity Dates

| | |
|--|---|
| Entity Start Date Sep 16, 1979 | Fiscal Year End Close Date Dec 31 |
|--|---|

Immediate Owner

| | |
|------------------------|---------------------------------------|
| CAGE (blank) | Legal Business Name (blank) |
|------------------------|---------------------------------------|

Highest Level Owner

| | |
|------------------------|---------------------------------------|
| CAGE (blank) | Legal Business Name (blank) |
|------------------------|---------------------------------------|

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

| | | |
|--|--|--|
| Entity Structure Corporate Entity (Not Tax Exempt) | Entity Type Business or Organization | Organization Factors (blank) |
| Profit Structure For Profit Organization | | |

<https://sam.gov/entity/UZ9NMVF8SGD8/coreData?status=Active>

Page 1 of 2

Last updated by Cecelia Johnson on Aug 03, 2021 at 11:59 AM

GRANTWORKS, INC.

Socio-Economic Types

Self Certified Small Disadvantaged Business

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
5JH22

Points of Contact

Electronic Business

📍
Bruce Spitzengel, President

**2201 Northland Drive
 Austin, Texas 78756
 United States**

ERIC HARTZELL, Executive VP

2201 Northland Drive
 Austin, Texas 78756
 United States

Government Business

📍
Bruce Spitzengel, President

**2201 Northland Drive
 Austin, Texas 78756
 United States**

ERIC HARTZELL, Executive VP

2201 Northland Drive
 Austin, Texas 78756
 United States

Service Classifications

NAICS Codes

| | | |
|------------|---------------|---|
| Primary | NAICS Codes | NAICS Title |
| Yes | 541611 | Administrative Management And General Management Consulting Services |

Disaster Response

Yes, this entity appears in the disaster response registry.

| | |
|----------------|---------|
| Bonding Levels | Dollars |
| (blank) | (blank) |

| | | |
|------------|----------------|--------------------------------|
| States | Counties | Metropolitan Statistical Areas |
| Any | (blank) | (blank) |

ATTACHMENT 5 – CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)

GrantWorks has provided a signed copy of the Conflict-of-Interest Questionnaire (Form CIQ) on the following page.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?


Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 

 Signature of vendor doing business with the governmental entity

June 27, 2024

 Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

ATTACHMENT 6 – CERTIFICATION REGARDING LOBBYING

GrantWorks has provided a signed copy of our Certification Regarding Lobbying on the following page.

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, GrantWorks, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Bruce J. Spitzengel, President

Printed Name and Title of Contractor's Authorized Official

June 27, 2024

Date


ATTACHMENT 7 – DISCLOSURE OF LOBBYING ACTIVITIES

GrantWorks has provided a signed copy of our Disclosure of Lobbying Activities on the following page.

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

| | | |
|---|--|---|
| Type of Federal Action: a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance _____ | Status of Federal Action: a. bid/offer/application _____ b. initial award _____ c. post-award _____ | Report Type: a. initial filing _____ b. material change _____ |
| Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known: | | If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: |
| Federal Department/Agency: | 7. Federal Program Name/Description: CFDA Number, if applicable: _____ | |
| Federal Action Number, if known: | 9. Award Amount, if known: \$ | |
| 10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): | b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): | |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature:  Print Name: <u>Bruce J. Spitzengel</u> Title: <u>President</u> Telephone No.: <u>(512) 420-0303</u> Date: <u>June 27, 2024</u> | |
| Federal Use Only | Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97) | |

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

ATTACHMENT 8 – CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

GrantWorks has provided a copy of our Certificate of Interested Parties - Form 1295 on the following page.

ATTACHMENT 9 – REQUIRED CONTRACT PROVISIONS

GrantWorks acknowledges and will comply with the ARPA-required contract provisions. (Note: Some provisions appear to apply to other federal funds and may not necessarily apply to ARPA.)

Exhibit B to Professional Services Agreement

CFR and Federal Procurement Requirements

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. §200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies.

- Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience.

- All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, B.
- Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity.

- Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, C.
- Key Definitions.
 - Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or

borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

- Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

“During the performance of this contract, the contractor agrees as follows:

- The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted

by the employer, or is consistent with the contractor's legal duty to furnish information.

- The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of

contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.”

4. **Davis Bacon Act and Copeland Anti-Kickback Act.**

- Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program’s authorizing statute, it does not apply to other FEMA grant and cooperative agreement programs, including the PA Program.
- All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented

by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

- Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. **Contract Work Hours and Safety Standards Act.**

- Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics, laborers and construction work must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working

conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- Withholding for unpaid wages and liquidated damages. The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement

- Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance,**

Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

- If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, F.
- The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. **Clean Air Act and the Federal Water Pollution Control Act.** Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

“Federal Water Pollution Control Act”

- (i) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C.

1251 et seq.

- (ii) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian-tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (iii) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- Specifically, a covered transaction includes the following contracts for goods or services:
 - The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - The contract requires the approval of FEMA, regardless of amount.

- The contract is for federally-required audit services.
- A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; PDAT Supplement, Chapter IV, 6.c; Appendix C, ¶ 4.
- Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See

PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

- The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

10. Procurement of Recovered Materials.

- Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:
 - In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (2) Meeting contract performance requirements; or
 - (3) At a reasonable price.
 - Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Prohibition on Contracting for Covered Telecommunication Equipment or Services

- Applicability: For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.⁶¹ FEMA strongly encourages the use of this contract clause for any contracts where FEMA funding will be used regardless of whether the funding is from FEMA declarations or awards issued on or after November 12, 2020.

- The following provides a Prohibition on Contracting for Covered Telecommunications Equipment or Services contract clause:

“Prohibition on Contracting for Covered Telecommunications Equipment or Services

- d. *Definitions*. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

e. *Prohibitions*.

- Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a

substantial or essential component of any system, or as critical technology as part of any system.

f. *Exceptions.*

1. This clause does not prohibit contractors from providing—
 - (a) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; and
 - ii. Are *not used* as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

g. *Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services,

and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- h. *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

12. Domestic Preferences for Procurements

- Applicability: For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements
- The following provides a Domestic Preference for Procurements contract clause:

“Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

13. Additional FEMA Requirements.

- The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

- Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

- The following provides a contract clause regarding access to records:

“Access to Records.

The following access to records requirements apply to this contract:

- The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

14. **DHS Seal, Logo, and Flags.**

- All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval. The contractor shall include this provision in any subcontracts.”

15. **Compliance with Federal Law, Regulations, and Executive Orders.**

- All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

16. No Obligation by Federal Government.

- The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

17. Program Fraud and False or Fraudulent Statements or Related Acts.

- The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts contract clause: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

18. Affirmative Socioeconomic Steps.

- The non-Federal entity must include a provision in its contract requiring prime contractors, if subcontracts are to be let, to take the required affirmative socioeconomic steps.
- The following provides a contract clause regarding Affirmative Socioeconomic Steps: “If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.”

19. Copyright and Data Rights.

- The non-Federal entity is required by 2 C.F.R. § 200.315 to provide certain licenses with respect to copyright and data to the federal awarding agency. 2 C.F.R. § 200.315(b) provides to the federal awarding agency “a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use [any work that is subject to copyright] for federal purposes, and to authorize others to do so.” 2 C.F.R. § 200.315(d) provides to the federal government the rights to “obtain, reproduce, publish, or otherwise use” data produced under a federal award and to authorize others to do the same.
- The following provides a contract clause regarding Copyright and Data Rights: “The Contractor grants to the (insert name of the non-federal entity), a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the (insert name of the non-federal entity) or acquires on its behalf a license of the same scope as for data first produced in the

performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the (insert name of the non-federal entity) data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).”

ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

The following access to records requirements apply to this Contract:

Where the Purchaser is not a State but a local government and is the Federal Recipient or a subgrantee of the Federal Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the Federal grantor agency, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the Federal grantor agency or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

Where any Purchaser which is the Federal grant recipient or a subgrantee of the Federal grant recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Federal grantor agency and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the Federal grantor agency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

FEDERAL CHANGES

49 CFR Part 18

Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and the Federal grantor agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.

49 CFR Part 31 18 U.S.C. 1001

49 U.S.C. 5307

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federal assisted project for which this contract work is being performed. In addition to other penalties that may

be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

CIVIL RIGHTS

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements the Federal grantor agency may issue.
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements the Federal grantor agency may issue.

- Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements the Federal grantor agency may issue.
- Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements the Federal grantor agency may issue.

- (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 18

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

COMPLIANCE WITH FEDERALLY REQUIRED CLAUSES AND REQUIREMENTS

Contractor (bidder) is responsible for ensuring its compliance with all applicable Federal requirements. Additionally, Contractor is responsible for ensuring that subcontractors, at as many tiers of the Project as required, perform in accordance with the terms, conditions and specifications of the contract, including all applicable Federal requirements. Upon request of the City of West University Place or the Federal government, Contractor shall provide evidence of the steps it has taken to ensure its compliance with the Federal requirements, as well as evidence of the steps it has taken to ensure subcontractor performance, and/or submit evidence of subcontractor's compliance, at all tiers.

AMERICANS WITH DISABILITIES ACT (ADA)

Americans with Disabilities Act (ADA). The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any implementing requirements the Federal Government. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

PRIVACY ACT

5 U.S.C. 552

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §

552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance.

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

The Recipient agrees to comply with all applicable civil rights laws and implementing regulations including, but not limited to, the following:

- Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
- Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally- Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. Except to the extent FEMA determines otherwise in writing, the Recipient also agrees to comply with any applicable implementing Federal directives that may be issued.
- Equal Employment Opportunity. The Recipient agrees to comply, and assures the compliance of each third party contractor at any tier of the Project and each subrecipient at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and implementing Federal regulations and any subsequent amendments thereto. Except to the extent FEMA determines otherwise in writing, the Recipient also agrees to comply with any applicable Federal EEO directives that may be issued. Accordingly:

(1) General. The Recipient agrees as follows:

- The Recipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin.

The Recipient agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- If the Recipient is required to submit and obtain Federal Government approval of its EEO program, that EEO program approved by the Federal Government is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. Failure by the Recipient to carry out the terms of that EEO program shall be treated as a violation of the Grant Agreement or Cooperative Agreement. Upon notification to the Recipient of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate, including termination of Federal assistance in accordance with Section 11 of this Master Agreement, or other measures that may affect the Recipient's eligibility to obtain future Federal assistance for transportation Projects.
- (2) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Recipient agrees to comply and assures the compliance of each third party contractor at any tier or subrecipient at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.
- (3) Disadvantaged Business Enterprise. To the extent authorized by Federal law, the Recipient agrees to facilitate participation by DBEs in the Project and assures that each third-party contractor at any tier of the Project and each subrecipient at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable. Therefore:
- Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing Federal regulations that prohibit discrimination on the basis of sex that may be applicable.
 - Nondiscrimination on the Basis of Age. The Recipient agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and with implementing regulations, which prohibit employment and other discrimination against individuals on the basis of age.
 - Access for Individuals with Disabilities. The Recipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement

transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Recipient agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
 2. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
 3. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
 4. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
 5. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
 6. U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
 7. U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
 8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
 9. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
 10. FEMA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
 11. Federal civil rights and nondiscrimination directives implementing the foregoing regulations.
- Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable,

the Recipient agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1174 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4581 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd-3 and 290ee-3, and any subsequent amendments to these acts.

- Access to Services for Persons with Limited English Proficiency. To the extent applicable and except to the extent that FEMA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 *Fed. Reg.* 6733 *et seq.*, January 22, 2001.
- Environmental Justice. The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.
- Other Nondiscrimination Laws. The Recipient agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination that are applicable, except to the extent the Federal Government determines otherwise in writing.

LOBBYING

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 *Fed. Reg.* 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of

Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

CLEAN AIR

- The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA Regional Office.
- The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

CLEAN WATER

- I. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA Regional Office.
- II. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City of West University Place. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City of West University Place. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City of West University Place shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by City of West University Place, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of West University Place and the Contractor arising out of or relating to this agreement or its breach

will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which City of West University Place is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of West University Place, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

CONTRACTOR ASSURANCE

The Contractor, by submitting a proposal, shall adhere to all the applicable Federal provisions listed above. Failure to comply with Federal provisions shall be considered a breach of contract.

CONTRACT WORK HOURS AND SAFETY STANDARDS

- A. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- B. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- C. **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- D. **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

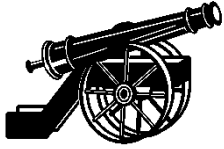
DEBARMENT AND SUPENSION

The Contractor, by submitting a proposal, certifies that to the best of its knowledge that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department agency; have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining attempting to obtain, or performing a public transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen property; are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with council of any of the offenses enumerated in the above statements of this section; have not within a three-year period preceding this application/proposal had one or more public transactions terminated for default.

DRUG-FREE WORKPLACE

The Contractor, by submitting a proposal, shall adhere Federal Drug Free Workplace requirements as outlined in 2 C.F.R. 182.

Contractor shall make good faith efforts to maintain a drug-free workplace, publish workplace statement and establish drug-free awareness programs for employees. Contractor should take action concerning who are convicted of violating drug statutes in the workplace. Contractor shall contact the City of West University Place, if Contractor cannot adhere to the requirements of the Federal Regulations noted above. Failure to comply provisions shall be considered a breach of contract.



City of Bunker Hill Village
City Council
Agenda Request

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|----------------------|-------------------------------------|
| Agenda Date: | August 5, 2024 |
| Agenda Item: | VII |
| Subject: | Generator Installation |
| Exhibits: | N/A |
| Funding: | N/A |
| Presenter(s): | Gerardo Barrera, City Administrator |

Executive Summary

Generator installation must adhere to Article IV, Section 4-76 (11) of the City’s Code of Ordinances. At the July 24, 2024, Special Meeting, Council heard an appeal request from a resident against subsections (d) and (f) of the ordinance.

Appeal of Section 4-76 (11)(D)

Section 4-76 (11)(D) of the City’s Code of Ordinances requires a minimum clearance of 24” inches between the generator foundation and any other structures. The property owner requested to install a generator with a 12” inch clearance between the generator foundation and the main structure.

Appeal of Section 4-76 (11)(F)

Section 4-76 (11)(F) of the City’s Code of Ordinances prohibits the placement of a generator in any restricted area or required green space. The property owner requested to install a generator that encroaches 7” inches into the 5’ foot greenspace.

Sec. 4-76. International Residential Code for One- and Two-Family Dwellings.

- (11) Standby and emergency generators shall be installed in accordance with the National Electrical Code, 2020 and the following restrictions:
- a. All wiring shall meet all requirements outlined in this code.
 - b. Maximum sound level at anytime shall be 70db or less measured at the property line.
 - c. Generator shall be positioned so that no structure, roof or overhang is over any portion of the generator enclosure.

- d. Minimum clearance between generator foundation and other structures shall be twenty-four (24) inches or greater as determined by manufacturers' specifications. At no time shall the clearance be less than twenty-four (24) inches.
- e. No portion of the generator or wiring may be located in an easement or right-of-way.
- f. Generator may not be located in any restricted area or required green space.
- g. Generator may not be located within the required front yard of a lot.
- h. A generator cannot be visible from view from a public or private street.
- i. A load analysis, generator specifications and one-line electrical diagram must be posted with the permit on the project site.

Council voted 0-4 to grant the appeal request, noting potential safety concerns regarding fire hazards and ventilation. Council directed staff to consult with the Fire Marshal to determine safety standards related to the distance of a generator from a structure and encroachment into setback/ greenspace requirements, to consider potential amendments to the ordinance.

This item is placed on the agenda at the recommendation of the Mayor.

Recommended Action

Staff recommends that City Council provide feedback and direction.