

NOTICE OF MEETING  
COMMISSIONERS COURT OF GILLESPIE COUNTY, TEXAS

Notice is hereby given that a **Special Meeting** of the Gillespie County Commissioners Court will be held on Monday, the 18<sup>th</sup> day of March, 2024, at **10:00 a.m.** in the Gillespie County Courthouse, Fredericksburg, Texas, at which time the following subjects will be discussed, considered, passed or adopted, to-wit:

1. Workshop discussion on 2024 Hotel Occupancy Tax applications.
2. Workshop discussion and presentation from the Texas General Land Office (GLO) on possible County projects that may be eligible for GLO grant funding, to develop disaster-resistant infrastructure for flood mitigation and other natural hazard mitigation.
3. Consider acceptance of grant award and approval of grant agreement with the Texas Comptroller of Public Accounts, for the SB22 Rural Law Enforcement Salary Assistance Program funding for the County Attorney's office.
4. Consider acceptance of grant award and approval of grant agreement with the Texas Office of the Governor – Homeland Security Grants Division (HSGD), for the Operation Stonegarden (OPSG) program funding for the Sheriff's Office
5. Consider approval of Bills & Claims and payments via electronic fund transfers.

If during the course of the meeting, any discussion of any item on the Agenda should be held in executive or closed session, the Commissioners Court will convene in such executive or closed session in accordance with the Open Meetings Act, Chapter 551, Texas Government Code.

Dated this the 14th day of March, 2024.

Commissioners Court of  
Gillespie County, Texas

By   
Daniel Jones, County Judge

I, the undersigned, County Clerk, of Gillespie County Commissioners Court, do hereby certify that the above Notice of Meeting of the Gillespie County Commissioners Court is a true and correct copy of said Notice, and that I received and posted said Notice on the Courthouse Door and on the bulletin board at the Courthouse of Gillespie County, Texas, at a place readily accessible to the general public at all times on the \_\_\_\_ day of \_\_\_\_\_, 2024 at \_\_\_\_ M., and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Dated this the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Lindsey Brown, County Clerk  
Gillespie County, Texas

**2024 HOTEL OCCUPANCY TAX FUNDS**

|    | <b>Organization</b>   | <b>2024 Amount Requested</b> | <b>2024 Proposed Rewarded</b> | <b>2023 Amount Awarded</b> | <b>Based on Applications - what they want</b> | <b>Estimated people using motels or STR</b> | <b>Average night stay</b> |
|----|---|------------------------------|-------------------------------|----------------------------|---|---|---------------------------|
| 1  | Gillespie County Fair & Festivals Assn., Inc.   | \$ 40,000                    |                               | n/a                        | Advertising                                   | 1,300 to 1,500                              | 2                         |
| 2  | Texas Hill Country Higher Education Development Fnd. dba Hill Country University Center | \$ 10,000                    |                               | \$ 8,000                   | Advertising                                   | 60  | 3                         |
| 3  | Fredericksburg Rotary Club Foundation, Inc./Fredericksburg Craft Beer Festival          | \$ 10,000                    |                               | \$ 6,000                   | Advertising                                   | 1,000                                       | 1 to 2                    |
| 4  | Friends of Gillespie County Country Schools, Inc.                                       | \$ 28,643                    |                               | \$ 20,800                  | Advertising                                   | 2,000                                       | 1 to 3                    |
| 5  | Admiral Nimitz Foundation   | \$ 10,000                    |                               | \$ 10,000                  | Advertising                                   | 100k to 150k                                | 1 to 2                    |
| 6  | Pedernales Creative Arts Alliance, dba Oktoberfest in Fredericksburg                    | \$ 10,000                    |                               | \$ 6,000                   | Advertising                                   | 12,400                                      | 1 to 4+                   |
| 7  | Frontier History Company Foundation   | \$ 11,900                    |                               | n/a                        | Meals, Travel and Ammunition Expense          | 2,314                                       | 3 to 4                    |
| 8  | Stonewall Chamber of Commerce   | \$ 30,000                    |                               | \$ 20,000                  | Advertising                                   | 5,000                                       | 2                         |
| 9  | Vereins Quilt Guild of Fredericksburg   | \$ 3,000                     |                               | n/a                        | Advertising & Program Printing                | 50  | 2                         |
| 10 | Pedernales Valley Heritage Foundation   | \$ 87,500                    |                               | n/a                        | Entire budget                                 | 135,000                                     | 2.2                       |
| 11 | Fredericksburg Chamber of Commerce Light The Night Parade                               | \$ 12,000                    |                               | \$ 9,000                   | Advertising                                   | 4,218                                       | 2                         |
| 12 | Fredericksburg Music Club   | \$ 5,000                     |                               | \$ 2,000                   | Advertising, Signage, & Promotion of Arts     | ?   | ?                         |
| 13 | Fredericksburg Chamber of Commerce Food & Wine Festival                                 | \$ 20,000                    |                               | n/a                        | Unknown                                       | 3,000                                       | 2                         |
| 14 | Der Kunstler von Fredericksburg, November Art Show                                      | \$ 2,000                     |                               | n/a                        | Advertising                                   | 300   | 2                         |
| 15 | Friends of the Lyndon B. Johnson National Historical Park                               | \$ 5,000                     |                               | \$ -                       | Advertising, Signage                          | 585 to 780                                  | 1 to 2                    |
| 16 | Texas Wine Revolution dba Texas Wine Auction  | \$ 10,000                    |                               | n/a                        | Advertisement, Other                          | ?   | 1 to 2                    |
| 17 | Tivydale Shooting Club Inc.   | \$ 24,269                    |                               | n/a                        | Restoration expense                           | 175   | 1 to 3                    |
| 18 | Fredericksburg Farmers Market   | \$ 2,000                     |                               | \$ 2,000                   | Advertising                                   | 100 to 150                                  | 2 to 3                    |

**2024 HOTEL OCCUPANCY TAX FUNDS**

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|----|---|------------------------------|-------------------------------|----------------------------|--|---|---------------------------|
| 19 | Der Stadische Friedhof Fredericksburg, Inc. dba Der Stadt Friedhof Cemetery | \$ 55,000                    |                               | n/a                        | Headstone, Graves, & Monument Restoration          | ?   | ?                         |
| 20 | Heritage School (EISBAHN)   | \$ 2,500                     |                               | \$ 2,500                   | Advertising  | 893   | 1 to 2                    |
| 21 | MOM Center dba Heart of the Hills Resources (Turkey Trot)                   | \$ 7,500                     |                               | n/a                        | Advertising  | 240   | 2                         |
| 22 | Former Texas Rangers Foundation   | \$ 5,000                     |                               | n/a                        | Advertising  | 250   | 1 to 2                    |
| 23 | Harper Community Park Association Inc. (Harper Frontier Days)               | \$ 5,000                     |                               | n/a                        | Advertising  | 200   | 2                         |
| 24 | Gillespie County Historical Society & Pioneer Museum                        | \$ 83,000                    |                               | \$ 30,000                  | Exterior prep and painting of 9 historic buildings | 12,829                                      | 1/2                       |
| 25 | Fredericksburg Theater Company  | \$ 15,000                    |                               | \$ 10,000                  | Advertising / Marketing                            | 650   | 1                         |
| 26 | Hill Country Fruit Council  | \$ 7,000                     |                               | \$ 5,000                   | Advertising  | 115,000                                     | 1 to 5                    |
| 27 | Enchanted Fredericksburg Ranch & Glass Blowing                              | \$ 9,033                     |                               | n/a                        | 50% of Event Budget                                | 719 to 2,696                                | 1 to 3                    |
|    |   | <b>\$ 510,345</b>            | <b>\$ -</b>                   | <b>\$ 131,300</b>          |  |   |                           |



## ACTIVITY

As indicated in the Introduction, the program has unique characteristics and regulations. Refer to the Mitigation Action Plan, along with any applicable amendments, on the GLO website at [recovery.texas.gov](http://recovery.texas.gov) and [local mitigation COG MOD](#) for specific program requirements.

This section provides information regarding the types of projects that are eligible, including definitions and detail regarding application requirements.

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## WHAT TYPES OF ACTIVITIES CAN BE INCLUDED IN AN ELIGIBLE PROJECT?

Generally, the activities listed below are considered typical eligible activities:

- Infrastructure improvements (such as water and sewer lines/facilities, streets, provision of generators, removal of debris, bridges, etc.);
- Natural or green infrastructure;
- Communications infrastructure;
- Public facilities;
- Public service within the 15 percent cap (e.g., housing counseling, legal counseling, job training, mental health, and general health services);
- FEMA Hazard Mitigation Grant Program (HMGP) cost share for CDBG-MIT eligible project;



- Economic development activities
- Buyouts or Acquisition with or without relocation assistance, down payment assistance, housing incentives, and demolition;
- All activities allowed under HCDA Section 105(a) (1-5), 105(a) (7-9), and 105(a)(11) are allowed.

## WHAT TYPES OF ACTIVITIES ARE INELIGIBLE?

- Emergency response services. Emergency response services are those services that are carried out in the immediate response to a disaster or other emergency in order to limit the loss of life and damage to assets by state and local governmental and nongovernmental emergency public safety, fire, law enforcement, emergency response, emergency medical (including hospital emergency facilities), and related personnel, agencies, and authorities.
- Enlarging a dam or levee beyond the original footprint of the structure that existed prior to the disaster event. CDBG-MIT funds for levees and dams are required to:
  - Register and maintain entries regarding such structures with the USACE National Levee Database or National Inventory of Dams;
  - Ensure that the structure is admitted in the USACE PL 84-99 Rehabilitation Program (Rehabilitation Assistance for Non-Federal Flood Control Projects);
  - Ensure the structure is accredited under the FEMA NFIP; and
  - Maintain file documentation demonstrating a risk assessment prior to funding the flood control structure and documentation that the investment includes risk reduction measures.
- Assisting a privately-owned utility for any purpose. A private utility, also referred to as an investor-owned utility, is owned by private investors and is for-profit as opposed to being owned by a public trust or agency (e.g., a coop or municipally owned utility);
- Buildings and facilities used for the general conduct of government (e.g., city halls, courthouses, and emergency operation centers);
- By law, (codified in the HCDA as a note to 105(a)), the amount of CDBG-MIT funds that may be contributed to a USACE project is \$250,000 or less;
- Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a) prohibits flood disaster assistance in certain circumstances. In general, it provides that no federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for “repair, replacement, or restoration” for damage to any personal,



residential, or commercial property if that person at any time has received federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable federal law on such property. No disaster assistance may be provided for the repair, replacement, or restoration of a property to a person who has failed to meet this requirement;

- If the property is purchased through the use of eminent domain, the ultimate use of that property may not benefit a particular private party and must be for a public use; eminent domain can be used for public use, but public use shall not be construed to include economic development that primarily benefits private entities; and
- Incentive payments to households that move to disaster-impacted floodplains

**GRANT AGREEMENT**  
**For The**  
**Rural Law Enforcement Salary Assistance Program**  
**Award # IA-0000000403**

This grant agreement (“Agreement”) is entered into by and between the Texas Comptroller of Public Accounts (“Comptroller”) and the Office of the County Attorney of Gillespie (“Grantee”) located at 125 west Main St. , Suite 410, Edwicksburg Texas 78624 . For purposes of this Agreement, Comptroller and Grantee are sometimes collectively referred to as the “Parties” or individually as a “Party.”

**Article I. Recitals**

**Whereas**, the 88th Texas Legislature passed Senate Bill 22 (S.B. 22) to establish a grant program to provide financial assistance to qualified sheriff’s offices, constable’s offices, and prosecutor’s offices in rural counties (the “Program”);

**Whereas**, Comptroller has authority to implement and administer the Program and award grants to eligible applicants pursuant to Local Government Code, Chapter 130, Subchapter Z, Sections 130.911, 130.912, and 130.913;

**Whereas**, Grantee warrants that it is eligible to participate in the Program;

**Whereas**, Grantee certifies that it has not and will not reduce the amount of funds provided to its sheriff’s office, constable’s office or prosecutor’s office, as applicable, because of an award of grant funds under this Agreement;

**Whereas**, Grantee timely submitted an application for a grant;

**Whereas**, Comptroller has reviewed and approved Grantee’s application for a grant;

**Whereas**, the Parties desire to set forth their mutual expectations and obligations for participation in the Program; and

**Now, therefore**, in consideration of Grantee’s compliance with all requirements of this Agreement, Comptroller awards this Agreement to the Grantee and the Parties do hereby represent, covenant, and agree as follows:

**Article II. Authority**

This Agreement is entered into pursuant to the authority granted and in compliance with the provisions of Local Government Code, Sections 130.911, 130.912, or 130.913, as applicable. This Agreement is funded by state funds appropriated by the State Legislature.

**Article III. Grant**

In consideration of the various obligations to be undertaken by Grantee, Comptroller awards Grantee the amount of \$ 175000.00 , to be disbursed to Grantee for the purposes of funding a Rural Prosecutor’s Office Salary Assistance Grant, subject to the following:

1. Grantee shall use grant funds only for the authorized uses set forth in Article V of this Agreement, and only for the Rural Prosecutor's Office salary Assistance Grant as indicated on the Grantee’s application.

2. Grantee shall fully comply with all terms and conditions of this Agreement; the requirements of Local Government Code, §§ 130.911, 130.912, or 130.913, as applicable; the relevant provisions of the Texas Grant Management Standards (TxGMS) and the State of Texas Procurement and Contract Management Guide, or their successors, adopted in accordance with Texas law; and all applicable state or federal statutes, rules, regulations, or guidance applicable to the grant award, including 34 Texas Administrative Code (TAC), Part I, Chapter 16, Subchapter D.
3. Grantee specifically assures compliance with the provisions of Appendix 6 of TxGMS (Uniform Assurances by Local Governments) that are applicable to this Grant.

#### **Article IV. Term**

This Agreement is effective from the date signed by Comptroller (“Effective Date”), after first having been signed by Grantee, to and including an expiration date of September 30, 2024, unless terminated earlier in accordance with other provisions of this Agreement.

#### **Article V. Authorized Uses of Grant Funds; Limitations**

Section 1 of this Article applies only to a Rural Sheriff’s Office Salary Assistance Grant, Section 2 of this Article applies only to a Rural Constable’s Office Salary Assistance Grant, Section 3 of this Article applies only to a Rural Prosecutor’s Office Salary Assistance Grant, and Section 4 of this Article applies to all grants except as otherwise set out in Section 4.

##### **Section 1. Rural Sheriff’s Office Salary Assistance Grant (Local Government Code, § 130.911)**

A. **Authorized Uses.** Grantee may only use grant funds to cover the following costs:

1. to provide a minimum annual salary of at least:
  - a. \$75,000 for the county sheriff (as defined by 34 TAC §16.300(3));
  - b. \$45,000 for each deputy sheriff (as defined by 34 TAC §16.300(4)) who performs motor vehicle stops in the routine performance of their duties; and
  - c. \$40,000 for each jailer (as defined by 34 TAC §16.300(2)) whose duties include the safekeeping of prisoners and the security of a jail operated by the county; and
2. provided that each county sheriff that meets the definition in 34 TAC § 16.300(3), and each deputy sheriff that meets the definition in 34 TAC §16.300(4), and county jailer that meets the definition in 34 TAC §16.300(2) that is employed by the county sheriff receives the minimum salary described by paragraph (1) of this section:
  - a. to increase the salary of a person described by paragraph (1) of this section;
  - b. to hire additional deputies or staff for the sheriff’s office; or
  - c. to purchase vehicles, firearms, and safety equipment (as defined by 34 TAC §§ 16.300(13) and 16.300(14)) for the sheriff’s office.

B. **Deficient Grant Funds.** If Grantee does not have sufficient grant funding to fund the minimum annual salaries required by this Section 1, Grantee may use grant funds to increase the salaries of the persons described in this Section 1 on a pro-rata basis.

##### **Section 2. Rural Constable’s Office Salary Assistance Grant (Local Government Code, § 130.912)**

A. **Authorized Uses.** Grantee may only use grant funds as follows:



1. to provide a minimum annual salary of \$45,000 to a qualified constable (as defined by 34 TAC § 16.300(10)); and
2. for each qualified constable whose salary is funded in part by the Grant, Grantee must contribute at least 75% of the money required to meet the minimum annual salary requirement.

**B. Contribution for Fiscal Year Beginning October 1, 2023.** If Grantee's fiscal year began October 1, 2023, Grantee's contribution shall include county funds used to pay an annual minimum salary from October 1, 2023 through the end of the grant agreement awarded for Fiscal Year 2024.

### **Section 3. Rural Prosecutor's Office Salary Assistance Grant (Local Government Code, § 130.913)**

**A. Authorized Uses.** Grantee may only use grant funds to cover the following costs:

1. to increase the salary of an assistant attorney, an investigator, or a victim assistance coordinator (as defined by 34 TAC §16.300(14) employed at the prosecutor's office; or
2. to hire additional staff for the prosecutor's office.

### **Section 4. Additional Terms**

**A. Nonmonetary Benefits and Taxes.** A minimum annual salary as described in Sections 1 and 2 of this Article does not include any overtime compensation. A salary increase includes increases required to bring a salary to the minimum annual salary as described by Sections 1 and 2 of this Article, and salary increases described by Sections 1 and 3 of this Article, and will be measured based on the salary provided on the last day of the entity's fiscal year ending in 2023, excluding any overtime. The cost of a salary increase as described in this Article includes the increase of legally required nonmonetary benefits and taxes for that salary. A salary increase does not include overtime and the cost of a salary increase does not include an increase of legally required nonmonetary benefits and taxes for overtime compensation. Grantee may only use grant funds for the legally required nonmonetary benefits and taxes for a salary if Grantee provides the minimum annual salary required by Sections 1 and 2 of this Article, if applicable. Grantee may not reduce a salary below a minimum salary required by Sections 1 and 2 of this Article to use grant funds for legally required nonmonetary benefits and taxes for that salary.

**B. Minimum Hourly Wage Calculation.** If a person described in Sections 1 or 2 of this Article is a part-time or hourly employee, or holds a dual office or otherwise divides work hours between a position described in this Article and another position, the minimum annual salary required by Sections 1 or 2 of this Article may be converted to a minimum hourly wage and will apply only to the hours of work performed for a position described in this Article as follows:

1. for an employee with a 40-hour work week, the minimum hourly wage shall be the product of:
  - a. the minimum annual salary described in this Article; and
  - b. a quotient:
    - i. the numerator of which is equal to the number of hours the employee normally works performing duties for a position described in this Article each week, not to exceed 40; and
    - ii. the denominator of which is equal to 40; and
2. for an employee with a county adopted work period as authorized by Section 7(k), Fair Labor Standards Act, 29 U.S.C.A § 207(k), the minimum hourly wage shall be the product of:
  - a. the minimum annual salary described in this Article; and
  - b. a quotient:

- i. the numerator of which is equal to the number of hours the employee normally works performing duties for a position described in this Article each period, not to exceed the number of hours that are nonovertime as determined under the Fair Labor Standards Act; and
  - ii. the denominator of which is equal to the number of hours that are nonovertime as determined under the Fair Labor Standards Act.
- C. A person whose salary increase may be paid with grant funds under Sections 1 and 3 of this Article may be paid an increase in hourly wages if they are paid an hourly wage rather than an annual salary.
- D. **Expenditure of Grant Funds.** Subject to Article VI, Section D of this Agreement, Grantee shall expend the funds during the grant period. Funds for purchases are considered expended when Grantee is legally obligated to expend the funds.

#### **Article VI. Reimbursement**

- A. **Advance Payment.** Comptroller shall disburse the grant funds as soon as practicable following the Effective Date. By making advance payment, Comptroller does not waive any requirements for the reimbursement of costs. Upon Comptroller's request, Grantee shall submit records in support of reimbursement requests.
- B. **Deposit of Funds.** Whenever possible, grant funds must be deposited and maintained in insured, interest-bearing accounts. Interest earned on grant funds is not considered program income, and Grantee must use any accrued interest for grant purposes only and on allowable costs under this Agreement.
- C. **Eligibility for Cost Reimbursement.** Comptroller will reimburse Grantee for necessary and reasonable allowable costs paid by Grantee in performance of this Agreement. Allowable costs are restricted to costs that comply with the Agreement, TxGMS, and state law. The parties agree that all the requirements of TxGMS apply to this Agreement, including the criteria for allowable costs.
- D. **Pre-award Costs.** Comptroller will reimburse Grantee for pre-award costs provided (a) the costs are incurred during the portion of Grantee's fiscal year in which this grant period occurs that precedes the date of award, if any, and (b) the costs would have been allowable under the terms of this Agreement if incurred during the grant period.

#### **Article VII. Reporting and Compliance**

- A. **Compliance Reports.** Grantee shall submit a compliance report certifying compliance and detailing expenditures of grant funds using Comptroller's electronic form no later than 30 days following the expiration or termination of this Agreement. Comptroller may request supporting documentation regarding expenditures and any other information required to substantiate that grant funds are being used for the intended purpose and that Grantee has complied with the terms, conditions, and requirements of the applicable statute, the Agreement and 34 Texas Administrative Code, Chapter 16, Subchapter D. Grantee shall submit any information requested by Comptroller within fourteen (14) calendar days of the request.
- B. **Remedies for Non-Compliance.** If Comptroller finds that Grantee has failed to comply with terms and conditions of this Agreement or any other requirement described in Article III, Section 2 of this Agreement, Comptroller may:
1. require Grantee to return the grant funds or a portion of the grant funds;
  2. withhold grant funds from the current grant or future grants to be received by Grantee pending correction of the deficiency;

3. disallow all or part of the cost of the activity or action that is not in compliance;
4. terminate the Agreement in whole or in part;
5. bar Grantee from future consideration for grant funds under 34 Texas Administrative Code, Chapter 16, Subchapter D; or
6. exercise any other legal remedies available to Comptroller under this Agreement, at law, in equity, or otherwise.

#### **Article VIII. General**

- A. **Audit Requirements.** Funds allocated in connection with this Agreement are considered to be state financial assistance for the purpose of determining the audit requirements under the Texas Grant Management Standards. If an audit is required to comply with the requirements of Texas Grant Management Standards, Grantee shall complete an audit at the end of Grantee's fiscal year. Grantee agrees that in the event of any audit findings related to state awards provided by Comptroller, Grantee will inform Comptroller within two (2) business days following Grantee's receipt of any written audit findings or reports (whether in draft or final form), and thereafter submit any documentation related to the audit findings upon Comptroller's request (including, but not limited to, a copy of the final audit report, a response to the current status of the prior year's questioned costs, copies of management letters written as a result of the audit, and action plans, if any).
- B. **Texas Public Information Act.** Comptroller is bound by the provisions of the Texas Public Information Act ("TPIA"), Chapter 552, Texas Government Code. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the TPIA. If Grantee receives a request for information related to this Agreement from a third party, Grantee shall forward the request to Comptroller within three (3) days of receipt.
- C. **Records; Right to Audit.** Grantee acknowledges that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor (or any successor agency), under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Grantee or other entity that is the subject of an audit or investigation by the state auditor shall provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Comptroller further reserves the right to monitor and audit Grantee's compliance with the requirements of this Agreement.
- D. **Funding Limitation.** The Agreement shall not be construed as creating a debt on behalf of Comptroller in violation of Article III, Section 49a of the Texas Constitution. All obligations of Comptroller under the Agreement are subject to the availability of grant funds. The Agreement is subject to termination or cancellation, either in whole or in part, without penalty to Comptroller if such funds are not appropriated or become unavailable.
- E. **Records Retention.** Grantee shall maintain and retain all records relating to the performance of the Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of five (5) years after the Agreement expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Comptroller reserves the right to direct grantee to retain documents for a longer period of time or transfer certain records to Comptroller custody when it is determined the records possess longer term retention value.
- F. **NO INDEMNIFICATION. THE PARTIES AGREE THAT COMPTROLLER WILL NOT INDEMNIFY GRANTEE FOR ANY LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, OR ANY RELATED COSTS, ATTORNEY FEES, OR EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE IN PERFORMANCE OF THE AGREEMENT.**

- G. **Limitations on Grants.** Grantee acknowledges and agrees that funds received under this Agreement will be expended subject to the limitations and reporting requirements similar to those provided by the following: Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees; Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and Sections 2113.012 and 2113.101 of the Texas Government Code.
- H. **Law Enforcement Agency Grant Restriction.** If Grantee is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement, or the Texas Commission on Law Enforcement certifies that it is in the process of achieving compliance with such rules.
- I. **Force Majeure.** Neither Party shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, pandemic/quarantine orders or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.
- J. **Independent Contractor.** The Parties agree that each Party is contracting as an independent contractor.
- K. **Assignment.** No assignment of this Agreement or of any right accruing hereunder shall be made, in whole or part, by either Party without the prior written consent of the other.
- L. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.
- M. **No Waiver.** This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party as an agency of the State of Texas or otherwise available to the Party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to a Party under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.
- N. **Survival.** The expiration or termination of this Agreement shall not affect the rights and obligations of the Parties accrued prior to the effective date of expiration or termination and such rights and obligations shall survive and remain enforceable.
- O. **Severability.** If one or more provisions are deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.
- P. **Governing Law.** This Agreement is governed by and construed under and in accordance with the laws of the State of Texas.

#### **Article IX. Notices; Liaison**

Any notice relating to this Agreement, which is required or permitted to be given under this Agreement by one party to the other party shall be in writing and shall be addressed to the receiving party at the address specified below. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address specified below. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt

requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies.

The address of Comptroller for all purposes under this Agreement and for all notices hereunder shall be:

Comptroller: Texas Comptroller of Public Accounts  
ATTN: Contracts Section  
111 E 17<sup>th</sup> Street, Room 310C  
Austin, Texas 78774  
*With copy sent via electronic mail to contracts@cpa.texas.gov*

The address of Grantee for all purposes under this Agreement and for all notices hereunder shall be:

Grantee: Office of the County Attorney of Gillespie  
125 West Main St. , Suite ~~100~~ 101 Fredricksburg Texas 78624

Contact Person: Daniel Jones  
County Judge  
djones@gillespiecounty.org  
8309977502

**Article X. Signatories**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

**Texas Comptroller of Public Accounts**  
BY \_\_\_\_\_  
Lisa Craven  
Deputy Comptroller  
DATE \_\_\_\_\_

Office of the County Attorney of Gillespie  
BY \_\_\_\_\_  
Daniel Jones  
County Judge  
DATE \_\_\_\_\_



GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://eGrants.gov.texas.gov> and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Grantee Conditions and Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer Public Safety Office grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at [eGrants@gov.texas.gov](mailto:eGrants@gov.texas.gov).

We look forward to working with you to ensure the success of your program.

A handwritten signature in blue ink that reads "Aimee Snoddy".

Aimee Snoddy  
Executive Director  
Public Safety Office

**Statement of Grant Award (SOGA)**

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

|  |   |                               |             |
|--|---|-------------------------------|-------------|
| <b>Grant Number:</b>                   | 5082501                                   | <b>Award Amount:</b>          | \$35,000.00 |
| <b>Date Awarded:</b>                   | 3/11/2024                                 | <b>Grantee Cash Match:</b>    | \$0.00      |
| <b>Grant Period:</b>                   | 03/01/2024 - 02/28/2025                   | <b>Grantee In Kind Match:</b> | \$0.00      |
| <b>Liquidation Date:</b>               | 05/29/2025                                | <b>Grantee GPI:</b>           | \$0.00      |
| <b>Program Fund:</b>                   | HS-Homeland Security Grant Program (HSGP) | <b>Total Project Cost:</b>    | \$35,000.00 |
| <b>Grantee Name:</b>                   | Gillespie County                          |                               |             |
| <b>Project Title:</b>                  | Sutton-2023 OPSG                          |                               |             |
| <b>Grant Manager:</b>                  | Caroline Butler                           |                               |             |
| <b>Unique Entity Identifier (UEI):</b> | J1MNHMFD1U91                              |                               |             |

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|--|---|
| <b>CFDA:</b>   | 97.067 - Homeland Security Grant Program (HSGP)                           |
| <b>Federal Awarding Agency:</b>                      | U.S. Department of Homeland Security, Federal Emergency Management Agency |
| <b>Federal Award Date:</b>                           | 9/11/2023   |
| <b>Federal/State Award ID Number:</b>                | EMW-2023-SS-00025   |
| <b>Total Federal Award/State Funds Appropriated:</b> | \$102,000,951.00  |

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| <b>Pass Thru Entity Name:</b>           | Texas Office of the Governor – Homeland Security Grants Division (HSGD)  |
| <b>Is the Award R&amp;D:</b>            | No   |
| <b>Federal/State Award Description:</b> | The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. |