

GrantWorks

Planning, Housing, and Community Development Services for Rural Texas Since 1979

2201 Northland Drive, Austin, Texas 78756
Michaela Mangum | michaela.mangum@grantworks.net

To: Jeaneyse Mosby, Interim City Manager
Localty: City of San Augustine
Subject: Administration Contract and Project Start-up Forms for the Mayor's Signature
Date: December 3, 2021
Project: 22-085-073-D332

Dear Jeaneyse Mosby,

Thank you for choosing GrantWorks to provide Grant Administration Services for your CDBG-MIT- Water Improvements. We are eager to get started!

Enclosed for review and completion are several project-related startup documents. Once these forms are completed, please make copies for your records and return all of the originals to our office. A stamped self-addressed return envelope is included for your convenience.

The following list gives detail to the items included in this package *as well as* items that should already be in your possession. Please return all items as noted:

- Project File and File Folders (KEEP)** – The project file and file folders are provided to maintain an organized project file throughout the life of the grant. As documents and other items arrive at your office, please use this file using the filing guide as a reference. If you're not sure where something should be filed or would rather have us file it for you, simply place the items in the very front of the red file and we'll take care of it when a GrantWorks staff member visits.
- Administration Contract and Amendment (KEEP COPY/RETURN COPY)** – Our administrative contract was issued prior to developing the grant application last year. Included are two copies of the GrantWorks' administration contract along with an amendment for review and signature. The amendment is necessary to add information that was not available until the awarded the state contract was issued recently. If our administration contract and amendment are satisfactory, please have all documents signed as indicated and send **one copy of each** back to our Austin office. Please keep the second copies for your records. Attachment C refers to the performance statement from the grant's state contract. We will incorporate this into the admin contract upon receipt. Attachment E refers to the Insurance Coverage. This is being mailed directly to you from our insurance company and will arrive separately.
- Certificate of Interested Parties (Form 1295) (KEEP)** – Effective January 1, 2016, per Texas Government Code, Section §2252.908, all business entities contracting with a governmental entity must submit a disclosure of interested parties, Form 1295. It is a two-step process to fully record this form. First, acknowledge receipt of the notarized form online through the State of Texas Ethics Commission website. A detailed instructional video or setting up the City's account and acknowledging a certificate can be found here: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Second, save the Form 1295 from GrantWorks enclosed for your files. Please contact me should you need any help in setting up the account or for more information.

4. **Notarized Authorization to Release Confidential Information Relating to Community Development Block Grant Contract (RETURN)** - This form allows us to request information from the State regarding this contract.
5. **Fidelity Bonding or Employee Dishonesty Proof of Coverage (RETURN)** – Coverage is typically purchased from Texas Municipal League or a surety company. Please send a copy of the declarations of coverage page for the employees or titles of who write checks at the City. A redacted sample coverage page is provided for your quick reference.
6. **Proof of Texas Identification Number (TIN) (RETURN)** – The Texas Comptroller’s office uses the City’s TIN to track and process all payments made to the City as a payee. If you already have a TIN please send me a record showing the number. This number is different from the EIN. **If you do not have a TIN please contact me for an application to request one.**
7. **Financial Record Keeping and Establishing a Grant Account (RETURN)** – Grant funds must be carefully tracked and documented. The GLO strongly recommends all grantee subrecipients establish a separate bank account for grant funds and any other contributing local funds. Please inform us if you are opening an interest bearing or non-interest bearing account. We will need to seek GLO approval prior to establishing a non-interest bearing account.
8. **Direct Deposit Authorization (Form 74-176) (RETURN)** – This form is optional. Grant funds must be dispersed by the City to the appropriate vendor(s) within 3 calendar days of deposited grant funds. Grant funds are provided by the Comptroller through mailed checks unless a direct deposit authorization form is requested. If you prefer to receive a paper check in the mail from the Comptroller’s office and issue checks to vendors on the same day as the deposit, please do not fill out the direct deposit form. By filling out Direct Deposit Authorization Form 74-176, you are asking for the General Land Office and Texas Comptroller to deposit grant funds directly into the local bank account identified on the form. When setting up direct deposit, we highly recommend asking your bank if you can set up automatic email notifications when deposits are made into this account, this is the best way to know when grant funds are deposited. Regardless of the City’s choice of mailed or direct deposit, I will also check the Texas Comptroller’s website 2-3 times a week and notify you by email when there is comptroller activity indicating that the funds have been released and it is time to check the grant account.
9. **Initial Real Property Acquisition Estimate (RETURN)** – Reports an expected acquisition cost. If at a later date, it is determined that the cost for acquisition will be less or more, we can submit a revised form to the GLO.
10. **Employee Interview Designation Form (RETURN)** – Designates specific GrantWorks employees to conduct on site employee interviews of construction workers during the construction phase of the project.
11. **Civil Rights Officer (RETURN)** – Appoints the City’s Section 504 Coordinator, Equal Opportunity Officer, and Fair Housing Officer. This is a local staff member.
12. **Section 3 Coordinator (RETURN)** – Appoints a local staff member as the Section 3 Coordinator.
13. **Self-Evaluation Review Form (RETURN)** – Please review the responses on this form based on current local practices related to Section 504 regulations. Any policies or procedures that do not meet the requirements for program accessibility should be modified (24 CFR 8.51).
14. **Depository/Authorized Signatories Designation Form (RETURN)** – This captures signatures from the individuals designated by resolution to sign various documents related to the grant. Please obtain original signatures of the persons authorized by the local governing body to sign this form.

↓
to be signed

15. ✓ **Draft Public Notice For Posting (RETURN)** – Fair Housing, Complaint & Grievance, and other Civil Rights. These are required for publication at a later date at GrantWorks' expense. **Please review and confirm the local contact name, phone number, and newspaper listed for publication.**

16. ✓ **Nondiscrimination/Equal Employment Opportunity (EEO) and Affirmative Action Policy (RETURN)**

Please send a copy of the City's employee manual, handbook, or policy that includes EEO and affirmative action.

17. ✓ **Record Retention Policy (RETURN)** – Statement regarding grant documentation retention.

18. **Section 3 Resident and Business List Log (KEEP)** – log for maintaining a list of residents and businesses who self identify and would like to register their Section 3 status to the City.

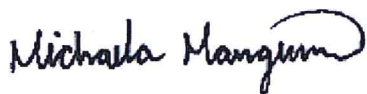
19. ✓ **Fair Housing Posting (HUD 928.1) (POST) and Affidavit of Posting (RETURN)** – Fair Housing posters in English and Spanish should be visible at both the city hall and at least one location within the target area (documented with affidavit of posting and copy of the notice). The postings are also recommended to be posted on the City's official website during the term of the contract with a copy of a screen shot.

As a reminder, please forward any and all correspondence you receive from the State regarding the grant. I am available to assist and the may not necessarily receive a copy automatically.

Thank you for your attention to these documents and helping obtain the required signatures. Let me know if you have any questions or if there is any way I can be of further assistance. Please make copies for your records and return all of the originals to our office. A stamped self-addressed return envelope is included for your convenience.

I look forward to working with you and reviewing the completed forms in the mail!

Sincerely,



Michaela Mangum
Community Development Project Manager

GRANT ADMINISTRATION SERVICES

PART I - AGREEMENT

THIS AGREEMENT, EFFECTIVE ON THE DATE OF SELECTION BY THE COUNCIL, MADE ON THE 18th DAY OF AUGUST, 2020 BY AND BETWEEN THE CITY OF SAN AUGUSTINE, hereinafter referred to as the Client, and GRANTWORKS, INC., Austin, Texas, hereinafter referred to as the Consultant, procured in conformance with Local Government Code 252/262 and 2 CFR Part 200.

I. SCOPE OF SERVICES

Consultant agrees to render Client grant administration services for Client's U.S. Department of Housing and Urban Development Community Development Block Grant – Mitigation (“CDBG-MIT”) funds Contract Number «Contract», administered by the Texas General Land Office (“GLO”) for mitigation against future disasters, as provided in the provisions titled, "Part III, Scope of Work" and attached hereto and incorporated by reference herein (the “Services”).

II. TIME OF PERFORMANCE

The time of services of Consultant shall commence no earlier than the date of this agreement. In any event, Consultant shall use commercially reasonable efforts to perform all services required and performed hereunder within either 730 calendar days or the project’s administrative closure date, as defined by GLO, whichever is later.

III. COMPENSATION AND METHOD OF PAYMENT

For and in consideration of the foregoing, Client agrees to pay Consultant a fixed fee of two hundred seventy-six thousand and sixty-four and no/100 Dollars, (\$276,064.00) – 7.95% of the grant application in accordance with the following schedule. All payments are conditioned upon submission of invoices by Consultant. Listing of specific milestones shall not be construed as a representation or warranty, and Consultant makes no representations or warranties that these milestones measure overall contract progress facilitated by the Consultant’s performance of the services, and any particular milestone will be achieved or that any specific GLO or other requirements ultimately will be met. The fee schedule shall be based upon identified contract milestones, as follows:

Administrative Services Milestones	Fee	Progress
Project Kick-Off and Startup Package - signatory form; audit certification; labor standards designations; direct deposit form; acquisition report submitted if applicable	\$ 40,284.60	15%
Environmental Notice to Proceed*	\$ 40,284.60	30%
Environmental Review Record complete - Authority to Use Grant Funds issued	\$ 53,712.80	50%
Bid Advertised	\$ 26,856.40	60%
Construction Notice to Proceed	\$ 67,141.00	85%
Construction Complete, Final Wage Compliance Report issued	\$ 26,856.40	95%
Closeout Packet submitted and approved	\$ 13,428.20	100%
ADMINISTRATION SUBTOTAL	\$ 268,564.00	
Environmental Services	Fee	Progress
Environmental Review Record complete - Authority to Use Grant Funds issued	\$ 7,500.00	100%
TOTAL	\$ 276,064.00	

***By signing this Agreement, Client issues Notice to Proceed for environmental services and all other administrative services.**

IV. ADDITIONAL SERVICES

- A. If authorized by Client, the Consultant shall furnish Additional Services of the following types which are not considered normal or customary Administrative Services; these will be paid for by the Client at an hourly rate of Ninety-five and no/100 Dollars (\$95.00).
1. Reassessment of the environmental review, republication of environmental notices, and other actions necessary to re-secure clearance from the GLO required by an amendment, other Contract modification, or a change in GLO policy or practice.
 2. Additional door-to-door income survey work required as part of an amendment, other Contract modification, or a change in GLO policy or practice.
 3. New and/or additional acquisition activities resulting from unknown needs prior to project initiation, site changes, and/or condemnation proceedings.
 4. Preparing to serve, or serving, as a consultant or witness for Client in any litigation, other legal or administrative proceeding involving this project.
 5. Preparation of financial statements and records such as audits, check registers, and ledgers that are required for project implementation and are typically generated by the Client in the normal course of business.
 6. Additional or extended services made necessary by: 1) a significant amount of defective work of any construction contractor, consulting engineer and/or architect; 2) prime construction contractor utilizing more than three (3) sub-contractors; 3) more than two (2) prime construction contracts; 4) force account documentation for labor, equipment and materials valued at over \$25,000; 5) default of any construction contractor, consulting engineer and/or architect.
- B. Fees for any professional services required to carry out project-related activities that must be furnished by a third-party professional including but not limited to Phase I or II environmental assessments or services by an accountant, appraiser, archaeologist, architect, attorney, auditor, biologist or other natural scientist, engineer, historic preservationist, or surveyor, shall be in addition to the base fee payable to Consultant specified in Section III. Expenditures for such services shall require prior approval by Client.

V. CHANGES AND AMENDMENTS

The Client may, from time to time, request changes in the scope of services of the consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon by and between the Client and the Consultant and shall be incorporated in written amendments to this Agreement. If a change is requested but the parties cannot agree on the specific terms of such change, the parties may mutually agree to terminate this Agreement. Absent such agreement to terminate, the Agreement will continue without the change.

VI. ASSIGNABILITY

Neither party shall assign any interest in this Agreement or transfer any interest in the same, without the prior written consent of the other party, not to be unreasonably withheld, provided, however, that claims for money by the Consultant from the Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished reasonably promptly to the Client.

VII. RECORDS AND AUDITS

During the term of this Agreement, the Consultant shall assist the Client in maintaining fiscal records and supporting documentation for all expenditures of funds made under the Contract. Such records must include data on racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under the Contract. Client shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.

VIII. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in the county in which Client's primary office is located.
- B. Binding Effect; No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and permitted assigns. This Agreement does not and is not intended to confer any rights or remedies to any person other than the parties to this Agreement.
- C. Severability. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- D. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursement in addition to any other relief to which such party may be entitled.
- E. Provision of Information. It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined in this Agreement shall be furnished to the Consultant by the Client and its agencies. No charge will be made to Consultant for such information and the Client and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in this Agreement.
- F. Local Program Liaison. For purposes of this Contract, the Mayor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
- G. Waiver of Consequential Damages. Neither party will be liable to the other party or any other person or entity for any special, incidental, indirect, consequential, punitive or exemplary damages arising out of or relating to this Agreement, regardless of the form of action and whether or not such party has been informed of or otherwise might have anticipated the possibility of such damages.
- H. Limitation of Liability. Each party agrees that, regardless of the type, nature or number of causes of action or claims by the Client (including without limitation claims for indemnity under this Agreement) or any third party claiming by, through or under the Client, the maximum amount of damages, individually or in the aggregate, that either party will be liable for or can be required to pay to the other or any other claimant is the amount of fees to be paid to the Consultant by the Client under this Agreement. The parties agree that this limitation of damages is reasonable and acknowledge that but for this limitation, neither party would enter into this Agreement.
- I. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with regard to contemporaneous understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.
- J. Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against either party by reason of the extent to which such party or its professional advisors participated in the preparation of this Agreement.

- K. Ownership of Work and Copyright. The parties agree that the Consultant retains all ownership rights to forms, reports, and other documents produced in whole or in part under this Agreement until such documents are completed as contemplated under this Agreement and placed in the official Contract record or submitted as final documents to the Client or the GLO. Consultant shall retain all ownership rights to templates, internal tracking systems, and other documents produced by Consultant that have a common use applicable to multiple clients and are not produced specifically for the Client under this Agreement. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.
- L. Remedies, Alternative Dispute Resolution, and Program Non-Compliance. The parties hereto agree to resolve all disputes arising hereunder in accordance with this section. If a dispute arises out of or relates to this Agreement or any alleged breach hereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-MIT program requirements, the party desiring to resolve such dispute shall deliver a written notice of the dispute, including the specific claim in the dispute to the other party. Following the delivery of such notice, the parties involved in the dispute shall meet at least twice within the thirty (30) day period commencing with the date of the notice and in good faith shall attempt to resolve such dispute through negotiation. If any dispute is not resolved or settled by the parties as a result of such negotiation, the parties in good faith shall submit the dispute to non-binding mediation before a retired judge of a federal district court or Texas district court or a similarly qualified, mutually agreeable individual in Austin, Texas. The parties shall bear the costs of such mediation equally. If the dispute is not resolved through such mediation, either party may proceed to file suit.
- M. Force Majeure. A "Force Majeure Event" means any event or cause beyond a party's reasonable control (including without limitation, construction delays, fire, flood, rain, weather, casualty, explosions, damage by third parties whether negligently or intentionally caused, strikes, work stoppages, picketing, acts of God or other casualties, or the laws or actions of any governmental authority), as a result of which at any time a party is unable to perform any of its obligations under this Agreement. If a Force Majeure Event occurs during the term of this Agreement that prevents the Consultant from performing its obligations hereunder, the Consultant and the Client will in good faith mutually agree on one of the following alternatives: (1) extend the time for performance, or (2) terminate this Agreement and, as mutually agreed, cause the payment to Consultant of fees not yet paid for services performed prior to the occurrence of the Force Majeure Event or cause the refund to Client of fees previously paid for services that were not performed prior to the occurrence of the Force Majeure Event.

IX. TERMS AND CONDITIONS

This Agreement is subject to the provisions titled "Part II Terms and Conditions", "Part III Scope of Basic Services" and "Attachments A-E," which each are attached hereto and hereby are incorporated by reference.

IN WITNESSETH HEREOF, the Client and the Consultant have executed this Agreement as of the date indicated above.

GrantWorks, Inc.
2201 Northland Drive
Austin, TX 78756

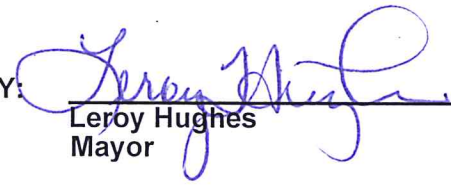
City of San Augustine
301 S Harrison Street
San Augustine, TX 75972

BY:



Bruce J. Spitzengel
President

BY:



Leroy Hughes
Mayor

ATTEST:

BY:



Cinda Garner
City Secretary

**GRANT ADMINISTRATION SERVICES
PART II - TERMS AND CONDITIONS**

1. **PERSONNEL.** The Consultant represents it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. The Consultant may subcontract any of the work or services covered by this Agreement, provided that (a) any subcontracted work or services must be the subject of a written approval written contract or agreement, (b) the Consultant shall be responsible to Client for the acts or omissions of any such subcontractor, and (c) such subcontractors shall be subject to the requirements of the program.
2. **REPORTS AND INFORMATION.** The Consultant, at such times and in such forms as the Client may reasonably require, shall furnish the Client periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
3. **RECORD RETENTION.** In accordance with 2 CFR 200.333, Consultant shall provide to Client all records pertinent to the Contract. Client shall retain all required records for at least three (3) years after making final payments and all other pending matters are closed.
4. **ACCESS TO RECORDS.** In accordance with 2 CFR 200.336, during the Agreement's time of performance the grantee, the subgrantee, the Federal grantor agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.
5. **FINDINGS CONFIDENTIAL.** All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client except where required by law or by court order.
6. **COMPLIANCE WITH LOCAL LAWS; INDEMNIFICATION.** Consultant shall comply with the requirements of all applicable laws, rules and regulations, and shall, indemnify, and hold harmless the Client from and against them, and shall indemnify and hold harmless the Client from and against liability for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws associated solely with Consultant's performance of the services required to be performed by Consultant under this Agreement.
7. **TERMINATION OF AGREEMENT FOR CAUSE.** In accordance with 2 CFR 200 APPENDIX II (B) If the Consultant shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall provide written notice to Consultant reasonably specifying the failure or violation. If Consultant fails to cure such failure or violation within five (5) business days of receiving such notice or, if the failure or violation is incapable of cure within such time frame, to begin to take actions to cure such failure or violation and to diligently pursue them to completion, Client thereupon shall have the right to terminate this Agreement immediately by giving written notice to the Consultant. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In such event, all finished documents, data,

studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.

8. TERMINATION OF AGREEMENT FOR CONVENIENCE. Either the Client or the Consultant may terminate this Agreement at any time by providing at least ten (10) days' notice in writing to the other party to this Agreement. If the Agreement is terminated as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.

9. CONFLICTS OF INTEREST

- A. Governing Body: Client agrees that no member of its governing body, no other public official of Client, and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement, and Client shall take appropriate steps to assure compliance with this requirement.
- B. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG award between the GLO and the City/County shall have any personal financial interest, direct or indirect, in the Consultant or this Agreement; and the Consultant shall take appropriate steps to assure compliance.
- C. Consultant and Employees. The Consultant warrants and represents that it has no conflict of interest associated with the CDBG award between the GLO and the Client or this Agreement. The Consultant further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG award between the GLO and the Client or in any business, entity, organization or person that may benefit from the award. The Consultant further agrees that it will not employ an individual with a conflict of interest as described herein.

10. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).

The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

11. GENERAL TERMS REGARDING THIRD-PARTY SERVICES

Some services will be performed by third-party service providers.

Assistance by Consultant with (1) verification of construction contractors or other service contractors, (2) selection of bid award winners, or (3) any other activity relating to contractors, subcontractors, bid award winners or any other third party not directly engaged through a written agreement with Consultant to provide services required to be provided by Consultant under this Agreement (collectively "Third Parties") is not intended to be and shall not be construed as an

endorsement, representation or warranty by Consultant of any kind relating to such Third Party Service Providers or of the quality of such Third Parties work, and all such endorsements, representations or warranties hereby are expressly disclaimed.

Assistance by Consultant with the fulfillment of any requirements imposed by Third Parties, governmental or otherwise, shall not be construed as a representation or warranty, and Consultant makes no representations or warranties, that any particular requirement will be achieved or met, and Consultant assumes no responsibility for the achievement or failure to achieve such requirements.

All assistance by Consultant described in this Agreement based on information provided by Third Parties shall be considered information provided by Client, and Consultant shall be entitled to rely on such information without any additional duty of inquiry or investigation.

12. FEDERAL COMPLIANCE. During the term of this Agreement, the parties shall comply with all Federal laws, regulations, and rules including the following:
 - A. CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - B. SECTION 504 REHABILITATION ACT OF 1973, as amended. The Consultant agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
 - C. AGE DISCRIMINATION ACT OF 1975. The Consultant shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
 - D. SECTION A109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974.
 - i. Under Title VI of the Civil Rights Act of 1964, no person shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.
 - E. EQUAL OPPORTUNITY CLAUSE. During the performance of this Agreement, the Consultant agrees as follows:
 - i. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant 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 Consultant 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.
 - ii. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- iii. The Consultant will not discourage 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 Consultant's legal duty to furnish information.
- iv. The Consultant 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 Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Consultant 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.
- vii. In the event of the Consultant'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 Consultant 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.
- viii. The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) 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 Consultant 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 Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

F. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

- A. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- B. Affirmative steps must include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

13. ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS AND SECTION 3 BUSINESS CONCERNS.

- A. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the GLO issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The Client shall require each contractor to send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Client shall require that this Section 3 clause is included in every contract or subcontract for work in connection with the project and will, take appropriate action upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Client shall not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will terminate any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with requirements of the regulations. The notice shall describe the section 3 preference, shall set forth minimum number and job titles

subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the GLO issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
- F. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- G. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- H. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

14. PATENT RIGHTS AND INVENTIONS. The Consultant shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

15. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient 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 recipient or subrecipient must comply with the requirements of 37 CFR 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 the awarding agency. (2 CFR 200 Appendix II (F)).

16. ENERGY EFFICIENCY. The Consultant shall comply with the 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 (Pub. L. 94A 163, 89 Stat. 871). (2 CFR 200

APPENDIX II (H) and 42 U.S.C. 6201).

17. VERIFICATION NO BOYCOTT ISRAEL. As required by Chapter 2270.002, Government Code, the Consultant hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

18. NO FOREIGN TERRORIST ORGANIZATIONS. Pursuant to Chapter 2252.152, Texas Government Code, the Consultant represents and certifies that, at the time of execution of this Agreement neither the Consultant, 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.

AGREEMENT FOR GRANT ADMINISTRATION SERVICES
PART III - SCOPE OF WORK



**TEXAS GENERAL LAND OFFICE
GRANT ADMINISTRATION SERVICES
SCOPE OF WORK**

SCOPE OF SERVICES REQUESTED.....
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS.....
GRANT ADMINISTRATION SERVICES – INFRASTRUCTURE.....

SCOPE OF SERVICES REQUESTED

Providers will help Client and the GLO fulfill State and Federal Community Development Block Grant Mitigation (“CDBG-MIT”) statutory responsibilities related to recovery in connection with any federally declared disaster. Providers will assist in completion of CDBG-MIT qualified housing or non-housing projects. Respondents may be qualified to provide Grant Administration services for housing projects, non-housing projects, or both. Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development (“HUD”) and guidelines issued by the GLO.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Consultant shall furnish pre-funding and post-funding grant administrative services to complete the Mitigation projects, including, but not limited to the following:

Pre-Funding Services

Grant Administrator will develop project scope and complete CDBG-MIT application. The provider will work with the subrecipient and Engineering, if applicable, to provide the concise information needed for submission of complete mitigation funding application and related documents. The required information shall be submitted in a format to be described by the GLO.

Post-Funding Services

Grant Administrator will administer and complete infrastructure, utilities, housing and eligible projects approved for mitigation funding. The selected administrative firm must follow all requirements of the Texas CDBG Mitigation program.

Grant Administration Services – General

(a) Administrative Duties:

- i. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.
- ii. May assist in public hearings.
- iii. Will work with GLO's system of record.
- iv. Provide monthly project status updates.
- v. Funding release will be based on deliverables identified in Section 3.
- vi. Labor and procurement duties:
 - a. Provide all Labor Standards Officer (LSO) Services.
 - b. Ensure compliance with all relevant labor standards regulations.
 - c. Ensure compliance with procurement regulations and policies.
 - d. Maintain document files to support compliance.

vii. Financial duties:

- a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).
- b. Assist subrecipient with the procurement of audit services.
- c. Assist subrecipient in establishing and maintaining a bank account for mitigation funds.
- d. Implementation and coordination of Affirmatively Furthering Fair Housing ("AFFH") requirements as directed by HUD and the GLO.
- e. Implementation and coordination of Section 504 requirements.
- f. Program compliance.
- g. Ensure that fraud prevention and abuse practices are in place and being implemented.
- h. Prepare and submit all closeout documents.
- i. Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.
- j. Assist in preparation of contract revisions and supporting documents including but not limited to:
 - Amendments/modifications,
 - Change orders.

(b) Construction Management

- i. The provider will assist the subrecipient in submitting/setting up project applications in the GLO's system of record.
- ii. The provider may compile and collate complete contract/bid packages that meet GLO program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the GLO's program. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- iii. The provider may monitor, report, and evaluate contractor's performance; notify the subrecipient if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.
- iv. The provider may assist the subrecipient with project Activity Draws/Close Out.

- v. The provider may assist the subrecipient by submitting all the necessary documentation for draws and to close a project activity in the GLO's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- vi. Reassignment scope alignment (if necessary).

Grant Administration Services – Infrastructure

a) Administrative Duties:

- i. Ensure program compliance including all CDBG-MIT requirements and all parts therein, current Federal Register, etc.
- ii. Assist subrecipient in establishing and maintaining financial processes.
- iii. Obtain and maintain copies of the subrecipient's most current contract including all related change requests, revisions and attachments.
- iv. Establish and maintain record keeping systems.
- v. Assist subrecipient with resolving monitoring and audit findings.
- vi. Serve as monitoring liaison.
- vii. Assist subrecipient with resolving third party claims.
- viii. Report suspected fraud to the GLO.
- ix. Submit timely responses to the GLO requests for additional information.
- x. Complete draw request forms and supporting documents.
- xi. Facilitate outreach efforts, application intake, and eligibility review.
- xii. Perform any other administrative duty required to deliver the project.
- xiii. Utilize and assist with GLO's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.
- xiv. Submit change requests and all required documentation related to any change requests.

(b) Acquisition Duties*:

- i. Submit acquisition reports and related documents.
- ii. Establish acquisition files (if necessary).
- iii. Complete acquisition activities (if necessary).

(c) Environmental Services

- i. Assist detailed scope of services
 - a. Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
 - b. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;
 - c. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
 - d. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to

biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE permits, etc.;

- e. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
- f. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;
- g. Complete and submit the environmental review into GLO's system of record;
- h. At least one site visit to project location and completion of a field observation report
- i. Prepare and submit for publication all public notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;
- j. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
- k. Process environmental review and clearance in accordance with NEPA;
- l. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- m. Prepare and submit Monthly Status Report; and
- n. Participate in regularly scheduled progress meetings.

*Acquisition Activities may not be required in each project other than the submittal of an "acquisition report" documenting no activities. GrantWorks will assist in facilitating additional acquisition services that may be required, including any or all of the following activities: obtaining documentation of property ownership, correspondence and notifications to property owners, negotiations between the Client and property owners, requesting signatures, filing records, CAD-based fair market value estimates, coordinating the services of appraisers, surveyors, or other third parties. Costs for any third-party acquisition services shall be paid from the Acquisition line item.

GRANT ADMINISTRATION SERVICES

Amendment No. 1

Related to CITY OF SAN AUGUSTINE CDBG-Mitigation (MIT)
General Land Office Contract No. 22-085-073-D332

THIS AMENDMENT, MADE ON THE 16 DAY OF NOVEMBER, 2021 BY AND BETWEEN THE CITY OF SAN AUGUSTINE, hereinafter referred to as the Client, and GRANTWORKS, INC., Austin, Texas, hereinafter referred to as the Consultant.

Description of Amendment:

1.0 Scope of Services updated to read as: Consultant agrees to render Client grant administration services for Client's U.S. Department of Housing and Urban Development Community Development Block Grant - Mitigation ("CDBG-MIT") funds Contract Number 22-085-073-D332, administered by the Texas General Land Office ("GLO") for mitigation against future disasters, as provided in the provisions titled, "Part III, Scope of Work" and attached hereto and incorporated by reference herein (the "Services").

2.0 Admin Contract Budget Adjustment:

1. Administration Contract is amended to make revise the Consultant Fee. The following changes adjusts GrantWorks' fees to reflect the awarded budget for the City of San Augustine's GLO CDBG-MIT Contract #22-085-073-D332.

Budget and Fee Schedule for Admin GLO Funded Work—Revised

III. Administrative Services Milestones

Administrative Services Milestones	Fee	Progress
Project Kick-Off and Startup Package - signatory form; audit certification; labor standards designations; direct deposit form; acquisition report submitted if applicable	\$ 40,284.60	15%
Environmental Notice to Proceed*	\$ 40,284.60	30%
Environmental Review Record complete - Authority to Use Grant Funds issued	\$ 53,712.80	50%
Bid Advertised	\$ 26,856.40	60%
Construction Notice to Proceed	\$ 67,141.00	85%
Construction Complete, Final Wage Compliance Report issued	\$ 26,856.40	95%
Closeout Packet submitted and approved	\$ 13,428.20	100%
ADMINISTRATION SUBTOTAL	\$ 268,564.00	

Environmental Services	Fee	Progress
Environmental Review Record complete - Authority to Use Grant Funds issued	\$ 7,500.00	100%

TOTAL \$ 276,064.00

3.0 Revision to PART IX. TERMS AND CONDITIONS as follows:

Add – 19. GLO LOCAL INFRASTRUCTURE PROGRAM PROJECT DELIVERY FEE CAP.

Total project delivery fees paid under this Contract, including any subcontracts, shall not exceed the GLO's cap of maximum rates based on the fixed rate pricing that is dependent upon the CDBG-MIT final award amount at contract closeout. The percentage fee cap is outlined in this Agreement in Part I. Section III. Compensation and Method of Payment. Project Delivery may include, but is not limited to, grant administrator fees, costs associated with environmental clearance, and eligible costs for in-house efforts. Any decrease in the total CDBG-MIT award at final contract closeout, including those resulting from lower-than-anticipated construction costs or reduced project scope, will automatically adjust the total not-to-exceed fee owed to GrantWorks.

With the issuance of the State Contract No. 22-085-073-D332 from the General Land Office, IX. Terms and Conditions is amended to included "Attachments A-E."

- Attachment A: Assurances - Construction Programs (Form 424D) and Certification Regarding Lobbying Lower Tier Covered Transactions (Form CD-512)
- Attachment B: General Affirmations
- Attachment C: Performance Statement from the GLO State Contract
- Attachment D: Nonexclusive List of Laws, Rules, and Regulations
- Attachment E: Required Insurance and Form including Certificate of Liability Insurance

All other terms and conditions of the Agreement between the Client and GrantWorks will remain in full force and effect.

IN WITNESSETH HEREOF, the Client and the Consultant have executed this Amendment as of the date indicated above.

GrantWorks, Inc.
2201 Northland Drive
Austin, TX 78756

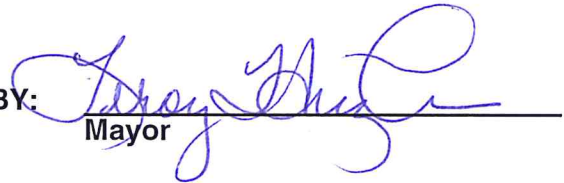
City of San Augustine
301 S. Harrison St.
San Augustine, Texas 75972-1996

BY:



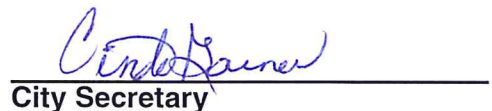
Bruce J. Spitzengel
President

BY:


Mayor

ATTEST:

BY:


City Secretary

**Notarized Authorization to Release Confidential Information
Relating to Community Development Block Grant – Mitigation
GLO Contract No. 22-085-073-D332**

I, the Chief Executive Officer and Authorized Representative for the City of San Augustine, hereby authorize the release by the Texas General Land Office of information that is considered confidential under the Public Information Act relating to CDBG-MIT Contract Number 22-085-073-D332 to employees or officers of the designated grant administrator, GrantWorks, Inc., upon their written request.

This release shall be in effect throughout the contract period and until the close-out letter is issued by the Texas General Land Office, unless rescinded in writing by me or my successor(s).

Leroy Hughes Mayor 12/8/2021
Signature Title Date

The State of Texas
County of San Augustine

Before me, a Notary Public, on this day personally appeared Leroy Hughes, known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 8 day of December A.D. 2021
Jeaneyse L. Mosby
Notary Public, State of Texas



Jeaneyse L. Mosby
Printed Name of Notary Public

My commission expires the 2 day of June, 2023

Entity Name ██████
 Entity ID ██████
 Contract Type / ID . . LIAB / 12 10-01-10 to 10-01-11

LIABILITY DECLARATIONS OF COVERAGE

GENERAL LIABILITY

Limits of Liability	: \$ 1,000,000	Each Occurrence
Sudden Events Involving Pollution	: \$ 1,000,000	Each Occurrence
	: \$ 2,000,000	Annual Aggregate
Deductible	: \$ 0	Each Occurrence
Annual Contribution	: \$ 8,952	Effective : 10-01-10
Billable Contribution	: \$ 8,952	Anniversary: 10-01-11

LAW ENFORCEMENT LIABILITY

Limits of Liability	: \$ 1,000,000	Each Occurrence
	: \$ 2,000,000	Annual Aggregate
Deductible	: \$ 5,000	Each Occurrence
Annual Contribution	: \$ 5,917	Effective : 10-01-10
Billable Contribution	: \$ 5,917	Anniversary: 10-01-11

ERRORS & OMISSIONS LIABILITY

Limits of Liability	: \$ 1,000,000	Each Wrongful Act
	: \$ 2,000,000	Annual Aggregate
Deductible	: \$ 10,000	Deductible Each Wrongful Act
Annual Contribution	: \$ 11,445	Effective : 10-01-10
Billable Contribution	: \$ 11,445	Anniversary: 10-01-11

TOTAL CONTRIBUTION

Total Billable Contribution : \$ 26,314 Contract Effective : 10-01-10
 Contract Anniversary: 10-01-11

Coverage is continuous until cancelled. Contributions are subject to adjustment each year on the anniversary date based on updated exposure information and changes in rating.



**Department of the Treasury
Internal Revenue Service
Cincinnati, OH 45999**

In reply refer to: 0231496000
Oct 28, 2021 LTR 147C
75-6000660

**CITY OF SAN AUGUSTINE
301 SOUTH HARRISON STRET
SAN AUGUSTINE TX 75972-0000 000**

Taxpayer Identification Number: 75-6000660

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of October 28th, 2021.

Your Employer Identification Number (EIN) is 75-6000660. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

**MR.HACKETT
1003677040
Customer Service Representative**

For Comptroller's Use Only

Direct Deposit Authorization

This form may be used by vendors, individual recipients or state employees to receive payments from the state of Texas by direct deposit or to change/cancel existing direct deposit information.

Transaction Type

SECTION 1	<input type="checkbox"/> New setup (Sections 2, 3, 5 and 6)	<input type="checkbox"/> Change account type (Sections 2, 3, 4, 5 and 6)
	<input type="checkbox"/> Change financial institution (Sections 2, 3, 4, 5 and 6)	<input type="checkbox"/> Cancellation (Sections 2 and 6 - Sections 7 and 8 for state agency use)
	<input type="checkbox"/> Change account number (Sections 2, 3, 4, 5 and 6)	

Payee Identification

SECTION 2	Payee type	<input checked="" type="checkbox"/> Texas Identification Number (TIN) <input type="checkbox"/> Individual Taxpayer Identification Number (ITIN)	Mail code (If not known, leave blank.)
	<input type="checkbox"/> State employee	<input type="checkbox"/> Employer Identification Number (EIN)	
	<input checked="" type="checkbox"/> Vendor or other recipient	<input type="checkbox"/> Social Security Number (SSN) * <u>1 7 5 6 0 0 0 6 6 0 7</u>	
	Payee name	Phone number	
	City of San Augustine		ext.
Mailing address	City	State	ZIP code
301 S. Harrison Street	San Augustine	TX	75972

New Account Information (Setups and Changes) (Completion by financial institution is recommended.)

SECTION 3	Financial institution name	City	State
	Commercial Bank of Texas	San Augustine	TX
	Routing transit number (9 digits)	Customer account number (maximum 17 characters)	Type of account
	<u>1 1 3 1 - 0 2 7 1 - 4</u>	<u>2 5 1 0 6 9 4 8 9 4</u>	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings
Financial representative name (optional)	Title (optional)		
Financial representative signature (optional)	Phone number (optional)	Date (optional)	
		ext.	

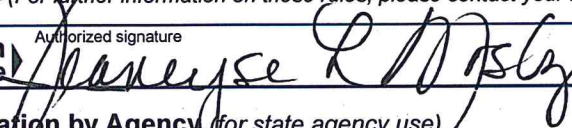
Existing Account Information (Changes Only)

SECTION 4	Routing transit number (9 digits)	Customer account number (maximum 17 characters)	Type of account
			<input type="checkbox"/> Checking <input type="checkbox"/> Savings

International Payments Verification (required)

SECTION 5	Will these payments be forwarded to a financial institution outside the United States?..... <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	If "YES," also complete the ACH (Direct Deposit) Payment Destination Confirmation (Form 74-227).


Authorization for Setup, Changes or Cancellation (required)

SECTION 6	I authorize the Texas Comptroller of Public Accounts to deposit my payments from the state of Texas to my financial institution electronically. I understand that the Texas Comptroller of Public Accounts will reverse any payments made to my account in error. I further understand that the Texas Comptroller of Public Accounts will comply at all times with the National Automated Clearing House Association's rules. (For further information on these rules, please contact your financial institution.)		
	Authorized signature	Printed name	Date
		Jeaneyse L. Mosby	12/09/2021

Cancellation by Agency (for state agency use)

SECTION 7	Reason	Date

Authorized Signature (for state agency use)

SECTION 8	Signature	Date
		
	Phone number	Agency number
	ext.	305
Agency name	General Land Office	
Comments		

Please return your completed form to:

General Land Office
 Accounts Payable/Direct Deposit Program
 1700 North Congress Avenue, Suite 746L
 Austin, TX 78701-1436
 Phone: 512-463-5194

Instructions for Direct Deposit Authorization

You have certain rights under Chapters 552 and 559, Government Code, to review, request and correct information we have on file about you. To request information for review or to request error correction, use the contact information on this form.

Section 1: Transaction Type

Select the appropriate transaction type(s).

Section 2: Payee Identification

Select payee type, provide the Texas Identification Number (TIN), Employer Identification Number (EIN) Social Security Number (SSN)* or Individual Taxpayer Identification Number (ITIN) and enter payee contact information.

***Federal Privacy Act Statement**

Disclosure of your Social Security number is required and authorized under law, for the purpose of tax administration and identification of any individual affected by applicable law, 42 U.S.C. sec. 405(c)(2)(C)(i); Texas Govt. Code Sections 403.011, 403.056, and 403.078. Release of information on this form in response to a public information request will be governed by the Public Information Act, Chapter 552, Government Code, and applicable federal law.

Section 3: New Account Information (Needed for setups and changes)

Completion by financial institution is recommended.

Important: Your direct deposit account information may be different from the account information printed on your checks. It is recommended that you contact your financial institution to confirm your direct deposit account information.

Prenote Test:

A prenote test will be sent to your financial institution for the account information provided. The prenote test is for a period of six banking days, and it is sent to your financial institution to verify your account information. If no further action is required by your financial institution, your direct deposit instructions will become effective when the six banking day prenote time frame has expired.

Section 4: Existing Account Information (Needed for changes to existing account information)

When requesting a change to your existing direct deposit account information, you must complete Section 4 with the existing account information for verification purposes. This measure will help the paying state agency verify accuracy of the requested change.

Any change to banking information begins a prenote test period. See explanation in Section 3, above.

Section 5: International Payments Verification

Check "YES" or "NO" to indicate if direct deposit payments to the account information designated in Section 3 of this form will be forwarded to a financial institution outside the United States. If "YES," also complete the ACH (Direct Deposit) Payment Destination Confirmation (Form 74-227).

Section 6: Authorization for Setup, Changes or Cancellation

Must be completed in its entirety, and no alterations to the authorization language will be accepted.

For State Agency Use

Section 7: Cancellation by Agency

Provide reason for cancellation request.

Section 8: Authorized Signature

For state agency use only.



INITIAL REAL PROPERTY ACQUISITION ESTIMATE

The Texas General Land Office
Community Development & Revitalization

1. GENERAL INFORMATION

Subrecipient: Contract #:

Is real property acquisition required for this contract? (Yes / No)

2. ACQUISITION ACTIVITIES

List all activities requiring acquisition and provide a brief narrative with the description / details of each.

Activity	Description / Details <small>(e.g., Sewer line easements, water well site, street right of way, etc.)</small>
Water Infrastructure Improvements	Water Main Easement

- < Check if condemnation will be pursued
- < Check if Voluntary Acquisition applies / involved

TXGLO-CDR Notification Date:

If acquisition activity(ies) have occurred, provide the date of the **Last / Final Acquisition Activity**:

3. ACQUISITION ESTIMATE INFORMATION

Acquisition Type	# of Parcels	Total Dollar Amount Paid	
		TXGLO-CDR Funds	Other Funds
Involuntary Acquisition	TBD	TBD	
Involuntary Acquisition (by donation)			
Voluntary Acquisition (not by donation)	TBD	TBD	
Voluntary Acquisition (by donation)			
Acquisition through another Public Entity*	TBD	TBD	
TOTALS:			

4. PREPARER SIGNATURE & INFORMATION

Printed Name

Title / Position

Date Signed

Phone Number

X 
Preparer Signature

Employee Interview Designation Form
Texas General Land Office
Community Development Block Grant-Mitigation

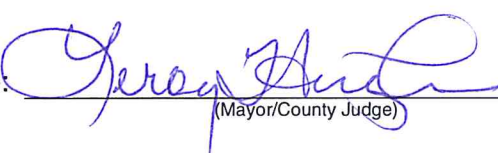
Grant Subrecipient: City of San Augustine CDBG-MIT Contract No: 22-085-073-D332

I, Mayor Leroy Hughes hereby authorize the following individuals to assist the
(Print Mayor/County Judge)

Labor Standards Officer in conducting Davis-Bacon employee interviews on all construction projects for the
aforementioned contract in order to assure compliance with all labor requirements of the **GLO-Mitigation**
Program Implementation Manual.

Aeli Gonzalez Gladstein	Cristal Funderburk	Justin Thornton	Michaela Mangum	Sean Conway
Alicia Barr	Cynthia Zbranak	Karen Blaney	Michele Goerke	Sean Martineau
Allison Long	Donna Johnson	Kat White	Minnie Pilli	Shannon Cooper
Ana Gomez-Sanchez	Eileen Schrandt	Keith Payne	Mirenda White-Harris	Shawna McElfish
Angela Turner	Emily Phalan	Kelle Odom	Mitch Hendrick	Sherry McKibben
Annette Bargainer	Erica Castro	Kevin Pell	Monika Gehl	Shirleen Bonacci
Anthony Covacevich	Garrett Hines	Kirk Dibbens	Natalie Gonzalez	Shirley Remppe
Anthony Gonzales	Gary Smith	Lauren Stanley	Oralia Cardenas	Shy Howard
Austin McLemore	Harley Guarnere	Lenore Hellman	Rachel Thomas	Stephanie Perrone
Ben Kleesattel	Hillary Sotello	Lilio Camere	Rebecca Cruz	Sylvia Davila
Brett Payne	Janice Southworth	Mac Bruce	Regan Lenehan	Vicki Schulz-Spiess
Bri Thomas	Javier Zambrano	Sergio Sena	Robert Davila	Viviana Ortiz
Brice Bloomer	Jeff Carrillo	Martha Brown	Robin Alexander	Wesley McPhail
Bruce Spitzengel	Jennifer Horton	Mary Alice Smith	Rosie Daly	Will Chapin
Calvin Poznik	Jerry Carvajal	Matthew Russo	Roxy Sandoval	Elicia Villarreal
Christina Wirsching	Jill Hooks	Kristina Davila	Ryan Sunvison	Rusty Navarre
Cliff Calley	John Groberg	Melinda Kapelka	Sam Lilley	Katie Angelo
Cloy Richards	Julianna Greenberg	Melissa Brightwell	Samantha Chumley	Denise West

Appointed by: Leroy Hughes Title: Mayor
(Print Mayor/County Judge)

Signature:  Date: 12/8/2021
(Mayor/County Judge)



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Appointment of Civil Rights Officer

Subrecipient: <input type="text" value="San Augustine"/>	Contract Number: <input type="text" value="22-085-073-D332"/>
--	---

Address, City, State, and Zip Code

<input type="text"/>	<input type="text"/>
Phone Number	Email Address

Civil Rights Officer:

I, <input type="text" value="Leroy Hughes"/>	do hereby appoint <input type="text" value="Leroy Hughes"/>
Printed Name of Elected Official	Printed Name of Designated Civil Rights Officer

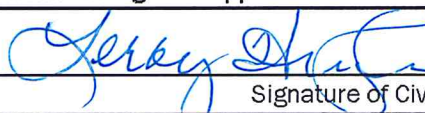
as the Civil Rights Officer for

The appointed Civil Rights Officer shall be responsible for the oversight of and compliance with civil rights laws including fair housing, equal opportunity, and Section 504 as required by the Texas General Land Office (GLO) contract identified above. The Civil Rights Officer is responsible for maintaining familiarity with and adhering to all civil rights laws and regulations pertaining to the U.S. Department of Housing and Urban Development (HUD) CDBG-DR and GLO program funding.

The appointed Civil Rights Officer's contact information is:

<input type="text" value="(936) 275-2121"/>	<input type="text"/>
Phone Number	Email Address

I acknowledge the appointment and duties of Civil Rights Officer.

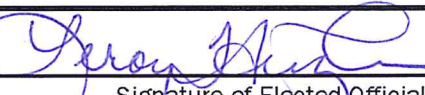
	<input type="text" value="12/8/2021"/>
Signature of Civil Rights Officer	Date

Appointed **Alternate** Civil Rights Officer for the aforementioned contract. Note that an **Alternate** Civil Rights Officer is optional, but recommended. The appointed **Alternate Civil Rights Officer** is:

<input type="text"/>	
Name of Designated Alternate Officer	
<input type="text"/>	<input type="text"/>
Phone Number	Email Address

I acknowledge the appointment and duties of Civil Rights Officer.

<input type="text"/>	<input type="text"/>
Signature of Alternate Civil Rights Officer	Date

	<input type="text" value="Mayor"/>	<input type="text" value="12/8/2021"/>
Signature of Elected Official	Title: (Mayor / County Judge)	Date

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Appointment of Section 3 Coordinator

Economic Opportunities for Low and Very Low-Income Persons

Subrecipient: **Contract Number:**
Contract Award Date:

Section 3 Coordinator Information

Appointed Section 3 Coordinator:
(Printed Name)

I will serve as the Section 3 Coordinator for the aforementioned contract. I understand Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701 u) and the GLO-CDR Section 3 Policy. My contact information is as follows:

Address:
City: **State:** **Zip:**
Phone Number: **E-mail Address:**

Section 3 Coordinator Signature: **Date:**

Authorized Subrecipient Representative:
(Print Name)

Authorized Subrecipient Representative: **Date:**
(Signature)

Disclaimer: *The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.*



**COMMUNITY DEVELOPMENT &
REVITALIZATION**
The Texas General Land Office
Section 504 Self-Evaluation Form

Subrecipient: City of San Augustine

Contract Number: 22-085-073-D332

Project Description:

Water Improvements

Recipients of CDBG-DR funds are required to administer programs and activities in compliance with Section 504, including self-evaluation. Disabilities which should be considered include the following non-exhaustive list: Visual impairment; hearing impairment; mobility impairment; speech impairment; coordination disabilities (impairments of muscle control); learning disabilities; life-threatening diseases; psychological disorders; and missing limbs. Attach separate pages for complete answers as necessary. "WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729."

1. Identify individual(s) responsible for collecting information for the Section 504 Self-Evaluation Review.

Mayor

2. Identify the individual(s) with disabilities and/or organizations representing persons with disabilities that were consulted for the self-evaluation review. Describe how they participated in the self-evaluation review.

The City of San Augustine has publicized its policies through public notice and postings and has made copies available to local groups serving disabled individuals. All comments received, if any, were considered and incorporated into the City of San Augustine's Section 504 policies.

3. Describe Section 504 nondiscrimination notification procedures. Examples: newspaper advertisements, utility inserts, flyers, postings at public facilities.

The policy shall be included in any bid documents or request for proposal documents for the City of San Augustine's federally funded programs, projects, or activities. In addition, a public notice of the policy shall be published in the local paper.

4. List policies that may limit participation of individuals with disabilities in contractor programs, projects, and activities.

1) There are no local policies that would limit participation of individuals with disabilities.

2)

3)

4)

5. Identify and list public facilities that limit accessibility.

1) The restroom facilities at City Hall may have some limitations for wheelchair bound individuals.

2) There are areas within the City with no sidewalks or sidewalks that do not comply with ADA guidelines.

3)

4)

5)

6. Describe contractor in-house procedures for circulation information on Section 504 and procedures for staff training on Section 504.

On an annual basis, the City of San Augustine shall disseminate a notification to all supervisory personnel, any consultants, and contractors working on federally funded programs, projects or activities regarding the City of San Augustine's policies on Section 504.

7. Identify Section 504 contractor complaint procedures.

- 1) A person may submit complaint in writing to the Mayor.
- 2) A copy of the complaint shall be transmitted to the subject of the complaint and to the City of San Augustine Attorney.
- 3) An investigation of the complaint shall be completed and the findings, in writing, shall be submitted to the person who made the complaint.
- 4)
- 5)

8. Describe contractor's efforts to ensure compliance with Section 504 by third-party contractors/sub-contractors (construction contractors, engineers, administrators, etc.).

The policy shall be included in any bid documents or request for proposal documents for the City of San Augustine's federally funded programs, projects, or activities.

9. Describe contractor's efforts to make information, documents and publication available to individuals with special needs. Examples: large print, audio recordings, documents in Braille, computer disks or USB devices.

Upon request, the City of San Augustine shall make a reasonable effort to provide any necessary assistance to make documents and publications available to individuals with disabilities in a form suitable to a particular disability.

10. List special information services that are available. Example: telephone listening devices, information sheet on TDD Relay Texas Service Center for the deaf, interpreters, readers, listening devices, audio-visual presentations, automated electronic devices, assistive listening devices, documents in Braille.

The City of San Augustine shall make a reasonable effort to contact local agencies, service organizations, support groups, etc. to obtain special information dissemination services for a particular disability upon request.

11. List emergency evacuation procedures.

- 1) The Mayor shall be responsible for completing any emergency evacuations as may be necessary in regards to the Section 504 policies of the City of San Augustine.
- 2)
- 3)
- 4)
- 5)

12. Identify any other steps taken.

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Depository/Authorized Signatories Designation Form

Subrecipient: City of San Augustine Contract Number: 22-085-073-D332

The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

Leroy Hughes	Jeaneyse Mosby
Name	Name
Mayor	Interim City Manager
Title	Title
Signature	Signature

Name	Name
Title	Title
Signature	Signature

The financial lending institution listed here will serve as the depository for the Texas General Land Office-Disaster Recovery Program Community Development Block Grant (CDBG) funds:

<u>Commercial Bank of Texas</u>	<u>251069 4894</u>
Name of Lending Institution	Fund Account Number
<u>102 Columbia Street</u>	<u>San Augustine, TX 75972</u>
Address	City, State, Zip Code

The individuals below are designated by resolution as authorized signatories for financial documents. At least two signatories required.

Leroy Hughes	Jeaneyse Mosby
Name	Name
Mayor	Interim City Manager
Title	Title
Signature	Signature



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Depository/Authorized Signatories Designation Form

Name	Name
Title	Title
Signature	Signature

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form.

***Disclaimer:** The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.*

RESOLUTION AUTHORIZING SIGNATORIES

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SAN AUGUSTINE DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION PROGRAM (CDBG-MIT) GENERAL LAND OFFICE (GLO) STATE CONTRACT NUMBER 22-085-073-D332.

WHEREAS, City of San Augustine has received a Community Development Block Grant - Mitigation award to provide Water Improvements; and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas General Land Office and;

WHEREAS, an original signed copy of the CDBG-MIT Depository/Authorized Signatories Designation Form is to be submitted with a copy of this Resolution, and;

WHEREAS, City of San Augustine acknowledges that in the event that an authorized signatory changes (elections, illness, resignations, etc.) the following will be required:

- a resolution stating the new authorized signatory (A new resolution is not required if this original resolution names only the title and not the name of the signatory); and
- a revised CDBG-MIT *Depository/ Authorized Signatories Designation Form*.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN AUGUSTINE, TEXAS, AS FOLLOWS:

SECTION 1: The Mayor be authorized to execute contractual documents between the Texas General Land Office and the City for the Community Development Block Grant Mitigation Program.

SECTION 2: The Mayor and City Secretary be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the Community Development Block Grant Mitigation Program.

SECTION 3: The Mayor be authorized to execute environmental review and related documents as the responsible entity (RE) for the Community Development Block Grant Mitigation Program.

PASSED AND APPROVED BY THE COMMISSIONERS COURT/CITY COUNCIL OF CITY OF SAN AUGUSTINE, TEXAS, on _____, 2021.

APPROVED:

Mayor

ATTEST:

City Secretary

Commented [RD1]: PMS Add anyone listed Section 1 in Section 2 in addition to the payment request authorizations. Titles should be updated based on the Project Overview Presentation answers

**Resolution Regarding Civil Rights
City of San Augustine, Texas**

Whereas, City of San Augustine, Texas, (hereinafter referred to as "City of San Augustine") has been awarded a Community Development Block Grant – Mitigation (CDBG-MIT) grant from the Texas General Land Office (hereinafter referred to as "GLO");

Whereas, City of San Augustine, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG-MIT activity, on the basis of race, color, religion, sex, national origin, age, or disability;

Whereas, City of San Augustine, in consideration for the receipt and acceptance of federal funding for the Contract, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

Whereas, City of San Augustine, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135 is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the CDBG-MIT project area;

Whereas, City of San Augustine, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

Whereas, City of San Augustine, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with Limited English Proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each CDBG-MIT project;

Whereas, City of San Augustine, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

Whereas, City of San Augustine, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period, to affirmatively further fair housing;

Whereas, City of San Augustine, has designated an overseer and will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN AUGUSTINE, TEXAS, THAT THE CITY OF SAN AUGUSTINE ADOPTS THE FOLLOWING:

1. Section 3 Policy;
2. Excessive Force Policy;
3. Limited English Proficiency (LEP) Standards Plan;
4. Section 504 Policy and Grievance Procedures;

- 5. Code of Conduct Policy; and
- 6. Fair Housing Policy.

Passed and approved this ____ day of _____, 2021.

Signature of Elected Official
City of San Augustine

Printed Name of Elected Official

SECTION 3 POLICY

In accordance with 12 U.S.C. 1701u, (Section 3), City of San Augustine agrees to implement the following steps, which, to the *greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Section 3 Coordinator.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by CDBG-MIT grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in CDBG-MIT funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or GLO to the Grant Recipient.
- G. Submit reports as required by HUD or GLO regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the City of San Augustine, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Signature

Leroy Hughes, Mayor
Name, Title

Date

Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), City of San Augustine hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of City of San Augustine to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations.
2. It is also the policy of City of San Augustine to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. City of San Augustine will introduce and pass a resolution adopting this policy.

As officers and representatives of City of San Augustine, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Signature

Leroy Hughes, Mayor
Name, Title

Date

Section 504 Policy against Discrimination based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), City of San Augustine hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. City of San Augustine does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. City of San Augustine's recruitment materials or publications shall include a statement of this policy in 1. above.
4. City of San Augustine shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the CDBG-MIT program, City of San Augustine shall ensure that they are provided with the information necessary to understand and participate in the CDBG-MIT program.
6. Grievances and Complaints
 - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for the City of San Augustine to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
 - b. Complaints should be addressed to the Mayor, 301 S Harrison St, San Augustine, TX, 75972-1996 or call (936) 275-2121, who has been designated to coordinate Section 504 compliance efforts.
 - c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
 - d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
 - e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the Mayor. Informal but thorough investigations will

afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.

- f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by Mayor, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
- g. The Section 504 coordinator shall maintain the files and records of the City of San Augustine relating to the complaint files.
- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to City of San Augustine within ten working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that City of San Augustine complies with Section 504 and HUD regulations.

Signature

Leroy Hughes, Mayor
Name, Title

Date

Code of Conduct Policy of City of San Augustine

As a Grant Recipient of a CDBG-MIT contract City of San Augustine shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the CDBG-MIT contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of City of San Augustine shall participate in the selection, award, or administration of a contract supported by CDBG-MIT funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of City of San Augustine shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving CDBG-MIT funds, that has any CDBG-MIT function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the CDBG-MIT activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a CDBG-MIT contract or award, or that is required to complete some or all work under the CDBG-MIT contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a CDBG-MIT contract or award, or that is required to complete some or all work under the CDBG-MIT contract in order to meet a National Program Objective, that might potentially receive benefits from CDBG-MIT awards may not participate in the selection, award, or administration of a contract supported by CDBG-MIT funding.

Any alleged violations of these standards of conduct shall be referred to the City of San Augustine Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

Signature

Leroy Hughes, Mayor
Name, Title

Date

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Community Development Block Grant (CDBG-MIT) Program. The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, Uniform Grant Management Standards by Texas Comptroller, 24 CFR 570.489(g) &(h), and 2 CFR 200.318

Fair Housing Policy

In accordance with Fair Housing Act, City of San Augustine hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. City of San Augustine agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. City of San Augustine agrees to plan at least one activity during the contract term to affirmatively further fair housing.
3. City of San Augustine will introduce and pass a resolution adopting this policy.

As officers and representatives of City of San Augustine, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Signature

Leroy Hughes, Mayor
Name, Title

Date

PROCLAMATION OF APRIL AS FAIR HOUSING MONTH

WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the CITY COUNCIL of the City of San Augustine, do proclaim April as Fair Housing Month in City of San Augustine and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

Passed and adopted by the CITY COUNCIL of the City of San Augustine, State of Texas, on the _____ day of _____, 2021.

APPROVED:

Mayor

ATTEST:

City Secretary

City of San Augustine
To be published in *San Augustine Tribune*

Public Service Announcement: Fair Housing, It's the Law

To promote fair housing practices, the City of San Augustine encourages potential homeowners and renters to be aware of their rights under the National Fair Housing Law. Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination against any person on the basis of race, color, religion, sex, disability, familial status or national origin in the sale or rental of units in the housing market. For more information on fair housing or to report possible fair housing discrimination, call the Texas Workforce Commission at (888) 452-4778 or (512) 463-2642 TTY: 512-371-7473.

Policy of Nondiscrimination on the Basis of Disability

The City of San Augustine does not discriminate on the basis of disability in the admission or access to, or employment in, its federally assisted programs or activities. The Mayor has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8).

Citizen Participation & Grievance Procedures Notice

The City of San Augustine has adopted complaint and grievance procedures regarding its Community Development Block Grant – Mitigation (CDBG-MIT). Citizens may obtain a copy of these written procedures at 301 S Harrison St San Augustine, TX, 75972-1996 during regular business hours. Citizens may also request the procedures be mailed to them by calling the Mayor, Civil Rights Officer at (936) 275-2121. These procedures outline the steps for a citizen to follow if s/he wishes to file a complaint or grievance about CDBG-MIT activities.

A person who has a complaint or grievance about any services or activities with respect to the CDBG-MIT project, may during regular business hours submit such complaint or grievance, in writing to the Interim City Manager, at 301 S. Harrison St., San Augustine, TX 75972-1996 or may call (936) 275-2121. The City of San Augustine will make every effort to respond fully to such complaints within fifteen (15) working days where practicable.

Equal Employment Opportunity Statement

The City of San Augustine does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin.

Notice to Section 3 Residents and Business Interests

The City of San Augustine has received Community Development Block Grant-Mitigation (CDBG-MIT) funding for a construction project. The City of San Augustine invites individuals and businesses to certify themselves as Section 3 eligible by registering with the Mayor, the Section 3 Coordinator. Section 3 Residents must reside in a Public Housing unit, or be a low or very-low income person residing in the area of CDBG-MIT funded project and be interested in seeking employment on CDBG-MIT funded projects. Businesses may be designated as Section 3 eligible if 51% or more of the business is owned by Section 3 Residents, at least 30% of permanent, full-time employees are or have been Section 3 Residents in the past 3 years, or if business commits to subcontract in excess of 25% of dollar award of all subcontracts to Section 3 business concern. The City of San Augustine shall notify registered Section 3 Residents and Business Interests of employment and contracting opportunities related to the CDBG-MIT funded projects. Registration and information is available at the City of San Augustine, 301 S Harrison St, San Augustine, TX 75972-1996 or by calling (936) 275-2121.

Aviso Publico Vivienda Justa; Es la Ley

Para promover prácticas de equidad de vivienda, City of de San Augustine anima a los propietarios e inquilinos potenciales a ser conscientes de sus derechos bajo las leyes nacionales de Vivienda Justa. Título VIII de la Ley de Derechos Civiles de 1968, como enmendada, prohíbe la discriminación contra cualquier persona por motivos de raza, color, religión, sexo, discapacidad, estado familiar o origen nacional en la venta o renta de unidades en el mercado de la vivienda. Para obtener más información sobre la equidad de vivienda o para informar sobre una posible discriminación de vivienda justa, llame a la Comisión Laboral de Texas al (888) 452-4778 o (512) 463-

Política de No Discriminar a Base de Estado de Discapacidad

La Ciudad de San Augustine no discrimina por motivos de discapacidad en la admisión o acceso a, o empleo, en sus programas o actividades que reciben ayuda federal. Mayor ha sido designado para coordinar el cumplimiento de los requisitos de no discriminación contenidos en el Departamento de Vivienda (HUD) y reglamentos de Desarrollo Urbano de aplicación de la Sección 504 (24 CFR Parte 8).

Participación Ciudadana y Procedimientos de Quejas Aviso

La Ciudad de San Augustine ha adoptado procedimientos para quejas y denuncias con respecto al programa de recuperación de desastres en asignaciones en bloques de desarrollo comunitario (CDBG-MIT). Los ciudadanos pueden obtener una copia de estos procedimientos escritos en 301 S Harrison St, San Augustine, TX, 75972-1996 durante las horas regulares. Los ciudadanos también pueden solicitar los procedimientos por correo al llamar a Mayor, Oficial de Derechos Civiles, en (936) 275-2121. Estos procedimientos describen los pasos que se deben seguir para que un ciudadano pueda, si desea, presentar una queja o reclamo acerca de las actividades del programa CDBG-MIT.

Una persona que tiene una queja o reclamación sobre cualquiera de los servicios o actividades en relación con el programa CDBG-MIT, lo pueden hacer durante las horas regulares por escrito a la Interim City Manager, a 301 S. Harrison St., San Augustine, TX 75972-1996 o pueden llamar a (936) 275-2121. La ciudad de San Augustine hará todo lo posible para responder con plenitud las quejas dentro de los quince (15) días hábiles cuando sea posible.

Declaración de Igualdad de Oportunidades de Empleo

La Ciudad de San Augustine no discrimina por motivos de raza, color, religión, sexo, orientación sexual, identidad de género u origen nacional.

Aviso a Residentes de Sección 3 e Intereses Comerciales

La Ciudad de San Augustine ha recibido fondos de recuperación de desastres en asignaciones en bloques de desarrollo comunitario (CDBG-MIT) para un proyecto de construcción. La Ciudad de San Augustine invita a individuos y empresas a certificarse como elegibles para la Sección 3 registrándose con Mayor, el Coordinador de la Sección 3. Los residentes de Sección 3 deben residir en una unidad de vivienda pública, o ser una persona de ingresos bajos o muy bajos que residan en el área del proyecto financiado por CDBG-MIT y estar interesados en buscar empleo en proyectos financiados por CDBG-MIT. Las empresas pueden ser designadas como elegibles para la Sección 3 si el 51% o más del negocio es propiedad de Residentes de Sección 3, al menos 30% de los empleados permanentes a tiempo completo son o han sido Residentes de Sección 3 en los últimos 3 años, o si la empresa se compromete a subcontratar más del 25% de la adjudicación en dólares de todos los subcontratos a la preocupación comercial de la Sección 3. La Ciudad de San Augustine notificará a los residentes registrados de la Sección 3 e intereses comerciales sobre las oportunidades de empleo y contratación relacionadas con los proyectos financiados por CDBG-MIT. El registro y la información están disponibles en La Ciudad de San Augustine, 301 S Harrison St, San Augustine, TX 75972-1996 o pueden llamar a (936) 275-2121.

Please initial approval



CITY OF SAN AUGUSTINE

EMPLOYEE MANUAL

**CITY OF SAN AUGUSTINE
EMPLOYEE MANUAL
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CITY of SAN AUGUSTINE EMPLOYEE HANDBOOK

Section I

Welcome to The City of San Augustine

This handbook has been prepared for you to set forth the condition of your employment with the City of San Augustine. This handbook consists of policies, practices, responsibilities and benefits that together make up the conditions under which we all work.

Employees of the City of San Augustine are employed under the traditional employment relationship found in Texas of employment "at will". Employment "at will" means that either the employer or the employee may terminate the relationship at any time without further liability. Both Congress and the Texas legislature have enacted statutes prohibiting discharge based on certain factors: prohibited discrimination or retaliation, the filing of a workers' compensation claim, certain memberships, active duty in the state militia, jury duty, refusing to commit an illegal act, for the purpose of avoiding the payment of pension fund contributions, in good faith reporting of a violation of law, or the employees exercising his/her right of free speech.

As policies and benefits are revised, updated pages will be distributed to you. It is the responsibility of the employee to maintain his/her handbook current with these new pages.

2. Equal Employment Opportunity Policy

The City of San Augustine maintains a policy of equal opportunity and will not discriminate against any employee or applicant for employment in an unlawful manner. It is the policy of the City of San Augustine to provide equal employment opportunities without regard to race, color, religion, sex, age or national origin. This policy relates to all phases of employment including, but not limited to recruiting, employment placement, promotion, transfer, leave of absence, termination, rate of pay, and selection for training programs and the use of all facilities.

The City of San Augustine complies with the provisions of section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 to protect the rights of handicapped persons.

3. Affirmative Action Plan for Equal Employment Opportunity Program

The City of San Augustine's affirmative Action policy is more than just compliance with laws and regulations...it is about people. It is the City of San Augustine's desire and intent to create an atmosphere and environment in which employees may work and have the opportunity to realize personal job goals.

The City Manager is responsible for coordinating the City of San Augustine's Affirmative Action Program. The responsibilities include communication, implementation and follow through of the Equal Employment Opportunity and Affirmative Action Policy.

The Policy is communicated through the Employee Handbook and Memorandums. This is a continuous process and is communicated to all new and employed personnel.

The policy is communicated both verbally and in writing to community minority recruiting agencies, public and private employment agencies and others. As an equal employment opportunity employer, the City utilizes local and state advertisement to communicate the City's equal employment opportunity policy.

In the recruiting and hiring of personnel, particularly minority persons, the City informs all recruiting sources and individual applicants of its policy to recruit and hire on a non-discriminatory basis. To insure that this policy is followed in both spirit and practice the following guidelines are used:

1. Recruitment sources, which refer minority applicants, are regularly utilized.

2. All advertisement for positions includes the statement: An Equal Opportunity Employer (EOE).
3. Job vacancies are advertised on bulletin boards so that any interested employee/applicant can apply. Postings are made in the City Hall bulletin board.
4. Applicants understand that arrest records will not automatically disqualify them. Each case involving an arrest record will be considered individually.
5. A friendly reception is extended to all applicants. Every effort is made to interview as many applicants as possible, taking into consideration the applicants specific job interest and other potential job areas.
6. Equal consideration is given to minority applicants.
7. The Equal Opportunity poster is displayed on the employee bulletin board in the City Hall.

4. Employee Training

The City of San Augustine provides on-the-job training, whenever possible. Through such training, the City of San Augustine intends to:

1. Develop and productively utilize manpower previously considered marginal.
2. Stimulate the trainee's confidence in his/her ability through self-development to perform within regular work groups.
3. Develop and encourage, in trainees, good habits relating to attendance, resourcefulness, and effective use of time, attitude and job interest.
4. Motivate and provide a challenge for employee advancement and upward mobility.

5. Upward Mobility

The City's policy of promotion from within is designed to allow upward mobility for each City employee. Qualified personnel are promoted to jobs commensurate with the employee's skills.

6. Follow Through

The City of San Augustine believes that equal employment opportunity is a primary responsibility of every supervisor. Department supervisors are continuously reviewing their personnel practices to insure that on-the-job discrimination does not exist. It is the task of these managers to ensure that the policy of Equal Employment is communicated, understood and followed in both spirit and practice. The City's administration is assisted by the City Manager in communicating, implementing and auditing the Equal Employment Opportunity Policy. Periodic contacts are made with each supervisor to follow up on progress within the departments.

Section 2

Information Regarding Employment With The City Of San Augustine

2.10 Eligibility Determining Factors:

Applicants for employment with the City of San Augustine must be aware that there are factors that may preclude employment with the City of San Augustine in various job classifications.

2.11 Other disqualifying factors

1. Does not meet the physical requirements for essential job function
2. Making a false statement of fact on the employment application form.
3. Is an alien not lawfully authorized to work in the United States

2.12 Certifications or Required Licensure

Applicants for positions requiring certifications or licensure must hold the license or certification prior to employment. Employees holding positions, within the City of San Augustine, that require licensure or certification must maintain the certification or licensure while holding the position. Revocation or suspension of drivers license can be reason for dismissal.(May 15, 2007)

Applicants for Police positions must hold a certification as a Licensed Peace Officer to be a Police Officer with the City of San Augustine.

2.13 Age Requirements

- a. Minimum age for employment with the City of San Augustine is sixteen (16) for employment in positions not utilizing hazardous equipment or chemicals.
- b. Minimum age for employment with the City of San Augustine to work around hazardous equipment or chemicals is eighteen (18)
- c. In certain instances and with a signed consent form from a parent or guardian, individuals younger than sixteen (16) may be employed. The City Manager must give written approval in each instance.

2.14 Completion of Required Forms

Prior to beginning employment with the City of San Augustine, employees must fill out the following forms. Forms a and b below will be filled out on the first day of work.

- a. Employee TMRS form
- b. Employee W-4 for FICA purposes
- c. Employee information form (Job Application)
- d. I-9 form (Social Security Card & picture I.D.)

2.15 Probationary Periods

a. New Employee

A probationary period is utilized by the City of San Augustine to determine a correct match between the employee and the job assignment. The City of San Augustine utilizes a 180-day probationary period. Within this period, an employee will be evaluated as to fitness for the job. If in the opinion of the City Manager the employee has failed to demonstrate satisfactory job performance, the employee will be terminated. Administrative transfer to another position more suitable is an option to management in lieu of discharge. Probationary periods may be extended at the sole discretion of the City Manager.

b. Promoted Employee

An employee promoted from within, will undergo a 90-day probationary period for determination of job performance. During this 90-day period the employee, if found to be unfit for the position promoted to, will be allowed to return to his/her former position should the vacancy be available. If the vacancy is not available, the employee will be allowed to apply for transfer to position for which they may be qualified within the City of San Augustine. Should no positions be available for transfer for whom the employee is qualified, the employee shall be terminated.

c. Six month review

Upon completion of the six-month probationary period, the employee will be reviewed in both performance and pay. No pay increases are guaranteed. The City Manager of the employee is responsible for performing a six-month written review of the employee and any subsequent request for increase in pay. Employees who have extended probationary periods will receive this review at the end of the probationary period extension.

2.16 Vacancy Postings

Openings within departments are made known through postings. Postings of position vacancies are made within the City Hall and are located on the bulletin board in the foyer. The City of San Augustine can also post job positions with the Texas Workforce Commission, newspaper, and various civic organizations around the City of San Augustine.

2.17 Time and Attendance Records

Records of your attendance must be kept for purposes of payroll and tenure. Time records are kept by City Secretary. You may view this record during normal working hours or consult your department supervisor if you have questions.

2.18 Pay Increases

The City of San Augustine recognizes professional development through salary increases which are granted on completion of licensing and certification programs offered by State entities that require certain employees to meet specific standards and a level of competency related to their level of employment within the City.

To qualify for license and certification pay increases, the employee must work within the area of employment for which the license or certification is required. Training costs and any associated pay increases awarded for certification and licenses must be approved by the City Manager.

Applicants for positions of employment with the City of San Augustine that require certifications and licenses must hold the license or certification prior to employment with the City of San Augustine. Employees that are currently holding positions requiring licenses and certifications must obtain the license or certification as soon as practicable and maintain the required license or certification while holding the position.

GUIDELINES FOR EMPLOYEES ATTENDING SCHOOLS FOR APPROVED LICENSES/CERTIFICATION

1. The City will pay for all costs associated with required courses, testing and license/certificates. However, after failing 2 tests, the responsibility for costs associated with testing and refresher courses shall be the responsibility of the employee and not the City.
2. The City will pay the employee at their regular rate of pay for time spent in approved classes that are scheduled and held during regular working hours of the employee.
3. The City will not pay for time spent at classes not directly related to the license or certification needed or when classes are held after normal work hours.
4. Upon obtaining each C (Water Operators-surface water, groundwater or distribution; Wastewater Operators-treatment; Wastewater Collection System II-collection; Customer Service Inspector-CSI) license the employee shall receive a \$0.50/per hour increase in pay per license.
5. Upon obtaining each B (Water Operators-surface water, groundwater or distribution; Wastewater Operators- treatment; Wastewater Collection System III-collection; Municipal Solid Waste-operator) license the employee shall receive a \$0.75/per hour increase in pay for each license.
6. Upon obtaining each A (Water Operators-waterworks; Wastewater Operators-treatment; Municipal Solid Waste-operator) the employee shall receive \$1.00/per hour increase in pay for each license.
7. Upon obtaining a TCLEOSE Intermediate certificate the employee shall receive a \$0.50/per hour increase in pay.
8. Upon obtaining a TCLEOSE Advanced certificate the employee shall receive a \$0.75/per hour increase in pay.
9. Upon obtaining a Masters certificate the employee shall receive a \$1.00/per hour increase in pay.

Employees that have obtained licenses and certifications as outlined above within the past 24 months, prior to adoption of this policy dated June 21, 2011, shall receive an increase in pay as noted above. However, in no instance shall pay be granted retroactively. (Section 2.18 amended by City Council June 21, 2011)

2.19 Overtime

Overtime is defined, other than section 207(k) of the Fair Labor Standards Act, as pay for time worked over 40 hours in an established seven (7) day workweek. The City of San Augustine complies with the provisions of the Fair Labor Standards act in providing compensated overtime to our employees. The City of San Augustine complies with the Fair Labor Standards act in providing overtime compensation to the employees of the City of San Augustine who fall under section 207(k) of the act, which allows for hours of overtime to be calculated on a 28-day cycle, rather than the seven-day workweek. The Supervisor or City Manager must approve overtime in advance. To work overtime without prior approval is a violation of the City of San Augustine's overtime policy and will result in disciplinary action. As an exception to Fair Labor Standards Act the City of San Augustine pays overtime for hours worked that are outside of the normal work schedule.

2.20 Compensatory Time Off

The City of San Augustine provides compensatory time off in lieu of overtime for those employees who qualify as non-exempt under the Fair Labor Standards Act. Exempt employees, those not qualified for overtime under the FLSA, do not qualify under the Compensatory time off policy.

Non exempt employees who are compensated for overtime by the utilization of compensatory time off will receive time off in the same increments as the overtime earned, one and one half hours off for each hour of overtime worked. To compensate an employee by utilizing Comp Time is the City of San Augustine policy and will be administered by the department manager. Employees may carry comp time balances of twenty four (24) hours, some exceptions to this policy may occur due to departmental needs. However, all exceptions must be approved by the City Manager.

2.21 Payroll Information

A. On Call Pay

In certain situations an individual will be designated as "on call" for a period of time or for a particular situation that may have been deemed an emergency. Those employees that are designated as "on call" shall receive four (4) hours of pay at their regular rate of pay for being "on call" and subject to call back at a moment's notice. Employees authorized for "on call" shall be determined by the Department Head and approved by the City Manager. The provision of four (4) hours of pay at the regular rate of pay for being "on call" does not apply to pre-scheduled overtime authorized by the City Manager nor for employees that are called back to work and not "on call". Employees that are "on call" and respond to a return to work call out shall receive pay at one and one half (1½) times their regular rate of pay for actual hours worked that exceed forty (40) hours worked in a work week as defined by FLSA and City Policy. Employees that are not "on call" but called out to work in case of an emergency shall receive pay at one and one half (1½) their regular rate of pay for actual hours worked that exceed forty (40) hours worked in a work week as defined by FLSA and City Policy. Employees that have not actually worked forty (40) hours in a work week as defined by FLSA and City Policy shall receive pay at their regular rate until they have actually worked forty (40) hours in a work week, at such time they shall then be paid at one and one half (1½) their regular rate for the hours over forty (40) hours worked as defined by FLSA and City Policy. (Section 2.21 amended by City Council August 16, 2011).

B. Salary Administration

The City of San Augustine's Wage and Salary program is divided into two parts. Employees are assigned to either an exempt or non-exempt status. Exempt employees are assigned to positions following the FLSA for determining exemption from overtime. Non-exempt employees are paid overtime per FLSA rules and regulations regarding employees who are to be compensated for overtime.

The City of San Augustine utilizes various tools in determining equitable wage rates for the employees of the City. Surveys, both independent and through agencies, are utilized to assist administration in this effort. It

is the policy of the City of San Augustine to remain competitive in wage and salary administration with Cities our size and demographic make up.

2.22 Exit Interviews

The City Manager of the City of San Augustine performs exit interviews with all employees prior to their leaving the employ of the City. The reason for these interviews is to determine the cause of the separation and to track turnover by department. This information is essential in assessing training needs for the City as a whole.

2.23 Reductions in work force

It is the intent of the City of San Augustine to provide ongoing employment to all our employees, however, in today's economy there is no such thing as a guarantee of permanence.

All attempts will be made to allow full time employees to remain at their present work without change. The City Manager and Supervisor will closely scrutinize part time employees, temporary employees and employees working other than full time to determine if cuts can be made from this group.

In that group all attempts will be made to determine if consolidation of job descriptions can be made so as to free up individuals. If so, those employees will be laid off first.

If possible and if the positions allow, seniority will be followed in a layoff. When looking at seniority, technical skills and the job needs must be considered. In a situation where a layoff is to be imposed, these factors will be taken into close scrutiny: Needs of the Citizens of San Augustine, departmental coverage, liability issues, technical coverage and professional ability.

If an individual is laid off, he/she will be allowed to apply for any jobs that become available. All efforts will be made to rehire from the laid off group, however, if a better qualified individual does apply for a job within the City, that better qualified individual will also be considered.

In appropriate instances a demotion may be given in lieu of layoff so that a necessary position may be filled with an individual of greater experience and training.

2.24 Transfers

A transfer from one position to another not involving a promotion or demotion of an employee may be performed within a department at any time and without the expressed consent of the employee.

An employee may request a transfer from one department to another by applying for a vacant position and gaining acceptance by the receiving department supervisors. The date for the transfer will be worked out between the giving and the receiving department supervisors. The request will be worked through the normal administrative chain of command and approved by the City Manager prior to becoming effective.

2.25 Demotions

A demotion is the assignment of an employee from a position of greater responsibilities to one of lesser responsibilities, usually requiring a decrease in salary or wage. A demotion may occur as the result of disciplinary action, however, an employee may request a demotion that would be accomplished administratively. An administrative demotion would not penalize an employee in future job advancement potentials.

Demotions will not occur without the approval of the City Manager.

2.26 Tenure

Tenure, used in the same context as longevity, is the time spent in the employ of the City of San Augustine. Tenure is defined by continuous employment. An individual who terminates his/her employ with the City of San Augustine Tenure establishes a break in his/her tenure. When a break in tenure occurs, the employee, if he/she returns to the City of San Augustine's employ, will not be credited for the time between the ending date of the last employment and the beginning date of the current employment. Tenure with the City of San Augustine is considered in layoff situations or in the event of equal qualifications being present between two employees applying for the same position.

2.27 Use of Electronic Systems and Tools

The City of San Augustine provides electronic equipment, systems and / or tools for the use of the employees of the City of San Augustine. A non-inclusive list of such tools would be electronic mail, voice mail, calendars and systems such as the Internet.

The Electronic Systems and Tools provided by the City of San Augustine to employees within the City of San Augustine cannot be guaranteed as private. Supervisors have the authority to inspect the contents of any equipment, files, calendars or electronic mail of an employee within the departments. The City of San Augustine shall, in the normal course and scope of doing business, extract information, files, documents, voice mail, etc... when requested by authorized supervisory personnel.

The Electronic Systems and Tools provided by the City of San Augustine to employees should be used for the sole purpose of conducting business for the City of San Augustine.

Internet access must be approved by the City Manager and will be accessed only for official City of San Augustine business. Violations in the use of Electronic Systems and Tools will be reviewed on a case-by-case basis and can result in disciplinary action up to and including discharge.

Cellular phones are provided for the use of employees who have a documented need for the phones. Employees are to ensure that the cellular phone is used for official business and to further the mission of the City. The phones may be used for brief messages to family members for notification of unscheduled job requirements when other means of communication are unavailable. Employees may use cellular phones to protect the confidentiality of sources of information. Employees should be aware that caller ID boxes might jeopardize the use of regular phone lines. Employees may use cellular phones when conducting investigations or tending to departmental affairs when other means of communications are unavailable or not feasible. Monthly phone bills of cellular usage are reviewed through the chain of command prior to submission for payment.

2.28 Community Service Workers and Volunteers

The City of San Augustine established a policy that allows violators of the Laws of the City of San Augustine to make restitution by performing community service for crimes falling under the purview of the Municipal Court of the City of San Augustine. Only cases tried before the municipal court judge or allowed to come through the County and assigned by the municipal court judge will be allowed to enter the Community Service program. Community Service will be substituted for fines at a rate of \$100 per 8 hours of community service, or such rate as may be deemed appropriate by the municipal court judge. No personnel may use community service individuals for job duties of a personal nature. No community service individual may be used in private industry.

Minors are assigned to community service with consent of parent or legal guardian. The municipal court secretary will insure that proper signatures are obtained for consent. The supervisor of the municipal court will determine where the community service worker will be placed. The supervisor of the municipal court will maintain records of the service time given by community service workers. Department supervisor who accept community service workers will be responsible for insuring that the worker fulfills their obligations. Department supervisors who accept community service workers must provide meaningful labor and a safe work environment, consistent with that of regular employees of the City of San Augustine. Department supervisors must report to the municipal court supervisor upon completion of the community service assignment, reporting hours worked, days worked, tardiness, missed assignments and quality of performance. Prior to sending the community service worker to the department assigned, the municipal court supervisor will process a three-part information form. The information form will contain data necessary for the department receiving the worker and the personnel department to process the worker. Questions regarding the community service worker will be directed to the municipal court supervisor. The confidentiality of the community service worker will be respected at all times. The community service workers actions are coordinated through the department supervisors or his/her agent while working for departments within the City of San Augustine. The departments for the purpose of tracking time spent with the department keep time sheets. Community service workers must check in and out with the department supervisors prior to beginning and ending work. Actions considered non productive or harmful to persons or property will be documented by the department supervisors and forwarded to the municipal court supervisor for consideration.

Volunteers, those persons wishing to donate their time and energies to the City of San Augustine, are welcome. The policy of the City of San Augustine is that these individuals will check in through the City Manager of the City of San Augustine. Volunteers must be at least sixteen (16) years of age and physically able to perform the task for which they wish to volunteer. Volunteers are not allowed to perform task that are defined as hazardous in nature.

2.29 Position Analysis and Promotion

When new positions are created, or old positions changed, a position analysis will be conducted by the City Manager or his/her designee to accurately describe the content of the position and the skills required for successful performance of the duties. The City Council and City Manager must approve all requests for creation of new permanent positions. A rate of pay for the newly created position will be established and recommended by the City Manager to the City Council for approval and funds must be included in the existing budget or the existing budget must be amended to include the additional appropriations needed to fund the newly created position.

Promotions shall be made on the basis of ability and merit. In house promotions are normally limited to regular full time employees that have completed their probationary period. Temporary and part time employees may be considered for promotion to other temporary or part time positions and permanent positions in their field of work if approved by the City Manager. All employees that are promoted to a new position or an existing position shall be subject to a new probationary period. All promotions shall be reviewed and approved by the City Manager. *(Section 2.29 added by City Council on August 30, 2011)*

Section 3

Policy and Procedure regarding the Work Environment

3.0. Sexual Harassment

A. Purpose

To define the policy of the City of San Augustine that all employees have the right to work in an environment free from all forms of discrimination and conduct which can be considered harassing, coercive or disruptive, including sexual harassment.

The City of San Augustine's position is that sexual harassment is a form of misconduct that undermines the integrity of the employment relationship. No employee-either male or female-should be subject to unsolicited and unwelcome sexual overtures or conduct, either verbal or physical. Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is personally offensive, that debilitates morale, and that, therefore, interferes with work effectiveness. Such behavior may result in disciplinary action up to and including dismissal.

B. Who is covered

All employees of the City of San Augustine

C. Management Responsibility

Sexual harassment, whether committed by City of San Augustine supervisory or non-supervisory personnel or any other person on City of San Augustine premises or against an on-duty employee, is specifically prohibited as unlawful and against stated City of San Augustine policy. In addition, management is responsible for taking action against acts of sexual harassment by non-supervisory personnel or others, regardless of whether the specific acts complained of were sanctioned or specifically forbidden and regardless of the manner in which the City of San Augustine becomes aware of the conduct.

D. Implementation

1. It is the responsibility of the City Manager to make sure that their facility is in compliance with this policy
2. Employees who have complaints should report such conduct to their Supervisor. If this is not appropriate, employees should report such conduct to the City Manager
3. It is the responsibility of the City Manager to provide guidance, investigate the charge of impropriety and take appropriate action. All claims will be thoroughly investigated.

E. Legal Definitions and Guidelines

Unwelcome sexual advances (either verbal or physical), request for favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Submission to such conduct is either an explicit or implicit term or condition of employment (e.g., promotion, training, timekeeping or overtime assignments); or
2. Submission to or rejection of the conduct is used as a basis for making employment decisions; or
3. The conduct has the purpose or effect of substantially interfering with an individual's work performance, or creating an intimidating, hostile or offensive work environment.

F. Authority

An employee with allegations of sexual harassment should follow the chain of command for reporting the incident. The Supervisor will notify the City Manager of all claims of harassment. The City Manager will ensure that the Supervisor is kept informed during the investigation process. Employees need to be aware that they may, dependent upon the seriousness of the allegation, contact the City Manager with the information regarding the allegation. No employee should delay in informing the City Manager of allegations of harassment.

G. Non-Retaliation

This policy also prohibits retaliation against employees who bring sexual harassment charges or assist in the investigating of charges. Any employee bringing a sexual harassment complaint or assisting in the complaint investigation will not be adversely affected in terms and conditions of employment, nor discriminated against or discharged because of the complaint.

H. Due Process

Employee's accused of sexual harassment shall be entitled to substantive and procedural due process. The standard of offensive conduct shall be that which an ordinary reasonable person under the same or similar circumstances would consider offensive. All accused employees shall be entitled to a fair hearing.

3.1. Disciplinary Action

The City of San Augustine feels that certain rules and regulations are necessary for the safety, welfare and productivity of employees. The best working conditions prevail where employees conduct themselves with respect and consideration for themselves, their fellow employees, the Citizens of San Augustine and the City of San Augustine.

It would be impossible to list every reason which may be considered cause for discipline and/or termination, in general "cause" includes any action which threatens our ability to work together to provide a friendly and efficient environment, or which compromises our quality of service to the Citizens of San Augustine. This includes but is not limited to the following:

- ▶ Engaging in horseplay, scuffling on the job, fighting or provoking or instigating a fight on City property.
- ▶ Leaving place of work during working hours without permission of supervisor
- ▶ Unauthorized sleeping during normal duty
- ▶ Starting work late even when on work site on time
- ▶ Extending rest periods or lunch breaks
- ▶ Being tardy or absent without authorization or justifiable reason
- ▶ Misuse of sick leave
- ▶ Neglect or carelessness injury, waste or destruction of City property, intentional destruction of City property or property of other employees
- ▶ Failure to follow established safety rules

- ▶ Willful failure to follow job instructions, verbal or written, operating vehicle without valid license, (May 15, 2007)
- ▶ Deliberately restricting or preventing work from being performed
- ▶ Insubordination
- ▶ Disclosure of confidential or sensitive information
- ▶ Theft or unauthorized use of City property
- ▶ Reporting to work under the influence of alcohol or drugs, illegal use or possession of drugs, narcotics, any controlled substance, alcohol or other intoxicants on the job
- ▶ Illegal use of weapons on the job
- ▶ Willful abuse of the public while in the line of duty
- ▶ Falsifying City records
- ▶ Failure to observe the established rules, policies and procedures of the City
- ▶ Incompetence or inefficiency in the performance of duty

The City of San Augustine will attempt to follow a progressive course of action in dealing with violations of policy. Employees should understand that the City Manager has the authority, in consultation with the City Attorney, to bypass progressive disciplinary steps due to the seriousness of the violation.

In the event of a violation the Supervisor will present to the employee a Corrective Action Report. The Corrective Action Report will be utilized to inform the employee of the conduct or performance that has fallen below expectations and what must be done to correct the performance or conduct. The Corrective Action Report may be utilized for documentation of immediate termination, admonishment, reprimand or to place an employee on probation for violation of a policy of the City of San Augustine. A supervisor may decide to give a verbal warning, which will be documented on the Corrective Action Report. The City Manager may decide to give a Written Warning that may or may not include a day of suspension, a week of suspension or discharge.

3.2. Dress Code/ City Hall

The City of San Augustine's Dress Code is based on the premise that a professional appearance is important when making a good impression on our employer, the Citizens of San Augustine.

- A. This policy restricts the wearing of dresses or skirts that are shorter than two (2) inches above the kneecap. Tank tops or tank style dresses are allowed when worn with a jacket. Sleeveless shirts or dresses may be worn when the article of clothing does not utilize the spaghetti strap and is professional in appearance.
1. Khaki and denim dresses, jumpers and skirts may be worn at the office, when the dress, jumper or skirt is in good professional taste.
 2. City uniform shorts, as supplied by the City of San Augustine, shorts, and split skirts (culottes) may be worn, however, they must be part of an ensemble and follow a professional office apparel theme. Shorts in general are not professional attire. However, walking shorts (pleated, professional length) when worn with a jacket, as a suit, are permitted.
 3. Christmas Holiday sweatshirts are acceptable apparel, during the week of Christmas only.
 4. Friday Dress:
 - a. The most current short-sleeved Friday shirt will be worn from April 1- October 1.
 - b. The most current long sleeved Friday shirt will be worn from October 2-March 31
 - c. Employees not wearing the Friday shirt on Friday will be expected to dress as they normally do Monday – Thursday.

- d. Tennis shoes may be worn on Friday; however, the tennis shoe must be clean, in good repair and professional.
- 5. Stirrup pants may be worn, if approved in advance by your Supervisor and deemed appropriate for your work setting.
- 6. If your City supplied uniform becomes worn, severely soiled or torn, notify your Supervisor of your need for a replacement.
- 7. If you are supplied a uniform from the City of San Augustine, you must wear this uniform each day. Friday casual day will not apply to uniformed City of San Augustine employees.
- 8. Shoes:
 - a. No open backed, flat heeled sandals or flip flops will be permitted
 - b. Open toed shoes may be worn if the shoe has a heel strap and a heel of at least one and one half inches
 - c. Open toed shoes may be worn without hose if the skirt or dress being worn is mid calve or longer.

3.3 Dress Code/Field

Employees assigned uniforms will wear the uniform. Should the uniform become worn, soiled or torn, notify your Supervisor. The City Manager and Supervisor of employees assigned to positions within the field will ensure that employees are dressed according to the work being performed.

3.4.Grievance Procedure

If an employee feels that he/she has been treated unfairly or has a problem about his/her job, the following steps shall be taken:

- A. The employee shall present his/her problem orally or in writing to his/her supervisor. The Supervisor or City Manager may require written complaints. All discussions shall be conducted in a manner most conducive to quick and satisfactory solution of the problem.
- B. In the event of an employee's job-related problem not being resolved satisfactorily and/or the employee desires to appeal a decision, he/she shall have the right to appeal such decision through the following steps:

Appeal

Appeals will follow the Chain of Command of the City of San Augustine

- 1. A written report of the grievance will be submitted to the Supervisor within three (3) working days after the effective date of the decision being appealed by the employee. Within three (3) working days after receiving the grievance report, the Supervisor will furnish the employee a written reply to the grievance.
- 2. If the written reply of the Supervisor is not satisfactory to the employee, the employee may appeal to the next level in the chain of command, in the case of San Augustine this will be the City Manager. The City Manager confers with the aggrieved employee and/or his/her representative before rendering a decision. The decision of this manager will be reduced to writing. The decision of the City Manager in these matters is final. Matters originating outside the employees department and above the City Manager will be communicated directly to the City Manager. If the decision of the City Manager does not comply with the employee manual the employee can apply to the Mayor and City Council.

3.5. Substance Abuse Policy

A. General Provisions

The City of San Augustine, hereinafter called the City, has a responsibility to the public to deliver its services in a safe and conscientious manner. In order to do so, employees must be able to work free from the effects of alcohol and other performance impairing substances. Therefore, the use, sale or possession

by an employee of an intoxicating liquor, controlled substance, drug not medically authorized or any other substance which may impair job performance or pose a health or safety hazard shall constitute just cause for disciplinary action up to and including termination.

Employees must report the use of any medically prescribed, authorized drug or other substance, which may impair job performance, to their immediate supervisor and must provide proper written medical authorization to work from a physician. It is the employee's responsibility to determine, from the physician whether a prescribed drug may impair job performance. Failure to report the use of such drugs or other substances or failure to provide proper evidence of medical authorization may result in disciplinary action.

Any employee who becomes aware of a fellow employee, who is impaired on the job because of any violation of this policy, shall report such information to an appropriate management official immediately.

B. Purpose

The purposes of this policy are as follows:

1. To establish and maintain a safe, healthy working environment for all employees
2. To ensure the reputation of the City of San Augustine and its employees as worthy of the trust and business of the citizens of San Augustine
3. To reduce the incidence of accidental injury
4. To reduce absenteeism, tardiness and performance problems
5. To communicate the City of San Augustine's position concerning alcohol and drugs

C. Definitions

1. "Alcohol" means ethyl alcohol (ethanol) and includes all beverages, mixtures or preparations, which contain ethyl alcohol.
2. "Drug" means any substance that has known cognitive or psychomotor altering effects upon the human body, specifically including but not limited to, all prescription and over-the-counter medications, all psychoactive substances and all controlled substances.
3. "Possession" means to have on one's person, in one's personal effects, in one's vehicle or under one's control.
4. "Sale" means any exchange, transfer, conveyance or sharing of alcohol or drugs whether for money or otherwise.
5. "Under the influence" means that condition wherein any of the body's sensory, cognitive or psychomotor functions or capabilities are altered, impaired, diminished or affected due to alcohol or drugs or wherein there is a registerable blood/alcohol concentration.
6. "Use" means consuming, ingesting, drinking, injecting, inhaling or smoking any drug or alcohol.
7. "Controlled substance" means any substance, chemical or agent of which the use, possession or sale is considered illegal per state or federal law.

General Rules

1. Alcoholic Beverages

- a. Alcoholic beverages shall not be brought into or consumed upon City of San Augustine premises, including City owned vehicles, except in connection with work related duties i.e....confiscation of property by a police officer in the line of duty, etc...
- b. Drinking or being under the influence of alcoholic beverages during work hours, including lunch and rest periods is cause for disciplinary action up to and including termination.

2. Drugs

- a. Employees shall not use, sell, purchase, transfer, receive or possess drugs or controlled substances on City premises, in City vehicles during work hours including lunch and rest periods. To perform these actions will be cause for disciplinary action up to termination.
- b. Employees who are taking prescription medication, which may adversely affect their judgment, coordination or other senses or their ability to perform work in a safe and productive manner, must notify their supervisor before starting work. The supervisor will decide whether the employee may remain at work and what work restrictions may apply.

- c. Any employee who has abused alcohol or drugs on or off duty, resulting in excessive absenteeism or tardiness or who is the cause for accidents or poor work performance will be subject to discipline.

3. Testing

- a. Pre-employment physical: All successful job applicants will be required to submit to drug testing as a part of their pre-employment physical. All employees returning to work after a leave of absence of 30 days or longer (excluding approved vacation or paid holidays) shall also be tested. Positive results for any drug or controlled substance will result in permanent ineligibility for employment.
- b. Random Testing: All employees will be subject to random testing for drugs, alcohol and controlled substances at any time, without advanced notice. At least 10% of the City's workforce will be tested randomly, quarterly, without advanced notice per year. Employees will be selected for random testing by computer generated random numbers or some comparable method. An outside professional contractor performs the selection. The notice for required testing will be initiated by the Human Resources Department through the normal chain of command. No advanced notice will be given for the test. Hair follicle testing may be required as an alternate method for drug testing.
- c. Reasonable Suspicion: Employees will be required to submit to an immediate alcohol and/or drug test where reasonable suspicion exists that the employee is under the influence of alcohol or drugs when reporting to work or when acting within the scope and course of employment. Positive results for any illegal drugs, controlled substances or prescription drugs not medically authorized or any blood alcohol level shall be grounds for disciplinary action, including termination.

4. Testing Procedure

- a. Whenever possible, collection of urine, hair or blood for alcohol and/or drug testing will be conducted by a local testing laboratory, chosen in advance for its quality and accuracy of results.
- b. Employees will be given forms to be filled out and taken to the testing laboratory. Supervisory personnel will accompany the employee to the testing site. Refusal to consent to testing or to cooperate fully with the testing contractor, laboratory or physician will be construed to be the same as a positive drug test result and shall subject the employee to disciplinary action up to and including termination. Adequate safeguards will be established to maintain the accuracy and integrity of the program.
- c. A positive result will be confirmed by using another test on the same sample.
- d. The testing laboratory will give employees, upon request, a letter stating the test results. A copy of the test results will be placed in the employees personnel file.
- e. If the test results are positive and confirmed by a second test of the same sample, the employee will be subject to discharge.

5. Job Injury Drug Testing Protocols

Injuries resulting in loss of time from work or any motor vehicle accident or incident regardless of loss of time, will be considered applicable for drug testing under this policy. Loss of time from work is defined to mean that the employee is unable to perform his/her regularly assigned duties. The employee who is impaired to the point that he/she must be assigned to Light Duty, as defined in the workers compensation policy, will be applicable to this testing policy. Employees injured on the job will be accompanied to the testing site by a supervisor. If taken to the doctor or hospital, a supervisor will be in attendance.

No employee is to be dismissed to go home as a result of injury or accident without notification of the City Manager, or a member of the Administrative Staff of the City of San Augustine in the absence of the City Manager.

6. Confidentiality of Results

All test results are kept strictly confidential. A positive test result and identification of the drug will be known only to the employee or potential employee and those members of the management team with a need to know. Test results will be released to unauthorized personnel only with written approval of the employee.

7. Results of Findings

- a. An employee whose test results indicate a registerable blood alcohol concentration, which exceeds or equals .08, shall conclusively be presumed to have been under the influence of alcohol at the time the sample was taken.
 - b. An employee whose test result indicates a registerable urine alcohol concentration which equals or exceeds .08 will be subject to disciplinary action
 - c. An employee whose urinalysis results are positive for the presence of any drug or it's metabolites or any controlled substance shall be conclusively presumed to have been a user of said drug and in violation of this policy and subject to disciplinary action, including termination.
8. Reasonable Search
- When there is reasonable suspicion and at the discretion of the City of San Augustine, vehicles, lockers and/or related personal items (i.e., briefcases, handbags and tool boxes, etc.) will be searched without prior notice to ensure a proper work environment free from illegal drugs. Any employee found to have illegal drugs and/or paraphernalia in his/her locker, vehicle, and/or personal area; will be subject to immediate disciplinary action up to and including termination
9. Employee assistance program
- a. Voluntary referral: An employee who feels he/she has developed an addiction to, or a problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance through his or her immediate supervisor or the "EAP". Each request for assistance is treated as confidential.
 - b. Terms of assistance: The employees who participate in the EAP will not be disciplined and where appropriate, may be required to take an unpaid leave of absence for treatment. However, no employee will be eligible for the treatment more than one time. Recurrence of an alcohol or drug problem will be cause for termination. An employee being required to submit to testing pursuant to the drug testing policy of this handbook generally will not be considered for voluntary referral to the EAP. Management may take exception to this general rule on a case-by-case basis when justified by the circumstances. Employees who are voluntarily participating in the EAP, upon the completion of the rehabilitation program, will be periodically tested, on a random basis, for 5 years.

3.6. Safety Equipment

It is the policy of the City of San Augustine to provide the employees of the City of San Augustine certain articles of Safety equipment. If you have been provided with safety equipment, it is expected that you will utilize the equipment provided. Examples of safety equipment are: hardhat, safety toed shoes, lift belts, etc.... Failure to utilize safety equipment in the performance of the job is a violation of City policy and will subject the employee to disciplinary action up to and including termination.

3.7. At Work Time

Attendance:

All employees are expected to be on duty at their specified working time, work their scheduled hours and are expected to be off duty when their specified work time has ended.

Employee's utilization of sick time is monitored for potential abuse. Our supervisors are informed that it is their responsibility to staff their departments and to ensure that sick time is utilized appropriately. The above section defines the parameters within which sick time utilization is approved as excused time off.

Supervisors are informed that they will counsel with employees on each absence in which sick time is utilized. When sick time is utilized more than 3 days within a quarter, counseling is required to be held with the employee regarding his/her absence. Supervisors are encouraged to determine whether or not abuse of sick time is occurring by looking for patterns of days off and the reason for the absence. Consideration is given in the event of an extended illness requiring multiple days off. A pattern of abuse of sick leave is grounds for dismissal.

Because of the nature of the work performed by the City of San Augustine employees, regular attendance by all employees is essential. If an employee is unable to report to work as assigned, he/she must notify his/her supervisor or City Manager immediately. Such notice must be given as far in advance as is humanly possible of

the time assigned for reporting to work, if the absence is to be excused. When notifying of an absence or tardiness, make sure you report directly to your supervisor or City Secretary. Frequent absence or tardiness will result in termination of employment. (See attendance policy 3.1)

If an employee is absent from work and fails to notify his/her supervisor or City Manager in the sufficient amount of time needed, disciplinary action will be taken.

More than one un-excused absence is sufficient grounds for immediate termination.

An excused absence occurs when an employee misses work for a condition that, should they be at work, would be dangerous to the welfare of his/her fellow employees (example being a contagious illness) or to the welfare of our Citizens of San Augustine. An excused absence is also present when the condition of the employee is serious enough to require the employee to remain at home, i.e. broken leg, surgical procedure requiring recuperation, etc. (see light duty). In any event, the employee must call in each and every day of the absence to notify his/her department manager of the absence. A release to return to work will be required in most cases. An employee who has an extended illness and the physician has notified the Human Resources Department in advance regarding the length of the recuperation need not call daily.

An unexcused absence occurs in the absence of the above.

3.8. Personal Appearance

Your personal appearance creates an impression to the Citizens of San Augustine and your fellow employees. It is important that the impression you create be totally professional. Uniforms should be kept neat and clean at all times. All other attire must be appropriate and in good taste. Excessive jewelry or jewelry that could become entangled or caught by, in, or on live or inanimate objects or machinery, causing the employee or fellow employees injury or harm, shall not be worn. Employees desiring to wear earrings in these areas of operation must restrict the wearing of earrings to a stud in the ear. (See your department manager to determine if your area has entanglement hazards). The City of San Augustine does not regulate an employees decision to pierce body parts other than the ear as long as the piercing is not visible, nor an entanglement hazard, and is covered at all times, while on duty, by articles of clothing.

Long hair styles worn in areas where the hair style may become entangled or caught by, in, or on live or inanimate objects or machinery, must be worn up, close to the head or under protective head wear. (See your department manager to determine if your area has entanglement hazards).

Employees who wear tattoos that have language or designs that are vulgar or sexual in nature or has language that is discriminatory or offensive towards individuals due to statements or insinuations that are derogatory to race, color, religion, sex, age, disabilities or national origin, must be covered by articles of clothing at all times while on duty.

3.9. Solicitation

Solicitation of employees by outside vendors is prohibited. An employee soliciting other employees during work hours is prohibited. Solicitation based upon request by managers for supplies is prearranged and approved by the department managers.

3.10. Breaks

The City of San Augustine allows work breaks during the day. A break is a fifteen (15) minutes time away from work. Breaks are a privilege and not to be abused. Breaks should complement job efficiency and not penalize it. Breaks may not be accumulated, used in lieu of regular work hour schedule or combined with meal breaks. Timing of breaks is at the discretion of the department manager.

3.11. Elective Surgery

Employees must notify their Supervisor and city Administration at least 15 days in advance of the elective procedure. The Supervisor must approve the time off in advance of the procedure being scheduled.

3.12. Conduct

The Citizens of the City of San Augustine are our customers and we depend upon them for our livelihood. Our customers look to us to perform our duties in a manner that is professional, compassionate and skilled. We must earn the trust placed in us by this group and pattern our conduct accordingly.

3.13. Nepotism Policy

Immediate family is defined to be:

1. Parents or Parents in law
2. Paternal or Maternal Grandparents
3. Present Spouse
4. Child (natural, adopted or over whom legal custody is held as denoted by the court system)
5. Grandchildren
6. Brother/Sister
7. Brother in law/Sister in law

A. The City of San Augustine prohibits the placement of employees within the same line of supervision where one immediate family member is responsible for supervising the job performance or work activities of another immediate family member on a day-to-day basis. The City of San Augustine's employment application shall serve as a mechanism whereby the City discerns kinship and assures compliance. Employees falsifying applications for employment are subject to immediate discharge.

B. Specifically, the City of San Augustine's policy on nepotism shall be applied as follows.

1. The nepotism policy shall apply to any persons who are employed as full-time, part-time, student or temporary employee of the City.
2. The nepotism policy shall not apply to individuals hired prior to October 1, 1993. The policy will not be retroactively applied. Change in the status of employees hired prior to 1993 shall be governed by the policy.
3. The employment of immediate family members shall be permitted; however, no employee shall participate in the process of review, recommendation and/or decision making in any manner concerning hiring, opportunity, promotion, salary, retention or termination of an immediate family member as herein defined.
4. No immediate family members of the Mayor, City Council, City Manager, Assistant City Manager or Administrative Staff member will be hired to work for the City of San Augustine.

Immediate family members of a City Council member or Mayor may continue to work for the City of San Augustine if employed continuously by the City of San Augustine for a period of six (6) months prior to the election of such members to the City Council.

3.14 Policy Changes:

This policy and procedure manual is subject to change without prior notice and is issued as a guide in personnel matters. This manual is not an employment contract

3.15. Travel, Training, Attendance of Conferences, Schools, etc.

The City of San Augustine recognizes that direct benefits accrue to the City as the result of Employee and Council attendance and training at seminars, meetings and conferences. All proposed travel must be for job related or professional activities and must be able to be funded in the current fiscal year's budget.

A. Requests for travel:

1. All Travel Request Forms will be signed by the Department Heads indicating the availability of funds and sent to the City Manager for final approval. The City Secretary will verify the availability of funds for the Mayor and City Council Members.

2. Brochures, registration forms, agendas and other descriptive data must accompany the travel request.
 3. All requests must normally be submitted at least two weeks prior to the date of departure.
- B. Authorized Expenses and Reimbursement:
1. Approved travel, Employees and Council will be reimbursed by the City for their travel, lodging, meals and registration fee expenses. Alcoholic beverages are not considered reimbursable and are not included as a legitimate expense.
 2. For all reimbursable expenses, receipts will be required. Reasonable tips may be included. Receipts for meals are not required for Employees and Council Members who are paid per diem for meals. Reimbursable expenses must be business related. Individual entertainment expenses and items of a personal nature are not reimbursable, such as in room movies, sporting events, etc. One personal call to home each day not longer than ten (10) minutes shall be considered reimbursable. All other long distant personal calls are not reimbursable.
 3. For meals a per diem rate of fifty dollars (\$50.00) per day is authorized. This allows a rate of ten dollars (\$10.00) for breakfast, twenty dollars (\$20.00) for lunch and twenty dollars (\$20.00) for dinner and includes the amounts needed for tips. The per diem will not be due for any meal provided at another organizations expense or included in registration fees for conferences, meetings, etc. An individual may forgo the per diem rate for meals and be reimbursed for actual meals and tips as indicated by receipts.
 4. Employees and Council Members using their private vehicles for authorized travel within the State of Texas will be reimbursed at the standard mileage rate as approved by the IRS on an annual basis. Mileage will be paid on the most direct and shortest distance from San Augustine to the destination as approved by the City Manager. Employees shall be reimbursed for toll fees, parking fees, etc. but shall not be reimbursed for any traffic or parking fines associated with their travel. Out of State private vehicle mileage reimbursement will not exceed the best available airfare amount and reasonable alternatives to include applicable ground transportation. Employees and Council Members shall provide airfare costs as applicable to document allowable payment for out of state private vehicle use. Employees and Council Members shall use the most economical means of transportation available including air travel and at all times, the City Manager shall have the authority to require the individual traveling to use the most cost effective means of travel available including air travel instead of ground transportation.
 5. Employees and Council Members using City vehicles for authorized travel shall only be reimbursed for operating expenses, tolls, parking fees, etc. upon submittal of valid receipts.
 6. Within ten (10) days of completion of any approved travel, Employees and Council Members shall submit their requests for reimbursement and receipts to the City Secretary for processing.
- C. Advance funds to cover proposed expenses are allowed for Employees and Council Members to cover the cost of travel, lodging, registration fees, meals and per diem meals. However, receipts must be turned in as stated in 6 above as well as any and all remaining advanced funds except the per diem meals allowance. Any reimbursement to the Employee or Council Member shall be made upon determination that the approved expenses exceeded the Advance for expenses that was provided.
- D. Any exceptions to this Travel Policy may only be authorized with the approval of the City Manager and shall be reviewed on a case by case basis upon request. *(Section 3.15 added by City Council on 8/30/2011)*

Section 4

4.1 Employee Medical Plan

All full-time employees are provided with medical insurance. This insurance provides for payment of Hospitalization and major medical expenses up to the limits of the policy for illness and accidental injuries not connected with the job. Details of the plan are discussed in your Medical providers handbook.

The City makes available and pays for much of the cost of the group benefit plan for full-time employees. Coverage for other family members is at the option of and payable by the employee through payroll deductions at the prevailing rates. The City currently pays 20% of the employees spouse / children/ family medical plans. The plans are competitively bid each year therefore no rates are provided in this document. The City will try to maintain the payment schedule of 20% subject to increased costs and budget constraints.

4.2 Coverage beginning and ending information

Coverage shall begin first of the month following the employee's full-time hire date.

Coverage will end on the date of termination. Any employee who has participated in the City insurance program and terminates employment, with the exception of involuntary termination for gross misconduct, will be allowed to continue his/her insurance coverage under COBRA provisions.

4.3 Enrollment Times

All full-time employees will be able to enroll in the Health Insurance and any other medical / other options offered during the initial week of duty. Employees will be allowed to make changes to these plans in September of each year at the City Secretary's Office.

4.4 Cobra

If you are an employee covered by a group health, you have a right to choose this continuation coverage if you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment, except for reasons of gross misconduct on your part.

If your spouse is covered under our group health plan, he/she has the right to continuation of coverage for herself/himself if your spouse loses health coverage for any of the following reasons:

1. In the event of your death
2. Termination of covered employee employment
3. Divorce or legal separation
4. Covered employee becomes entitled to Medicare

In the case of a covered dependent child of an employee covered under our group health plan; he/she has the right to continuation coverage if group coverage is lost for any of the following reasons:

1. Death of a parent
2. Termination of parent's employment
3. Parent's divorce or legal separation
4. Parent becomes entitled to Medicare
5. Dependent ceases to be a dependent child under the group health plan

Under the law, the employee or a family member has 60 days to inform the employer of a divorce, legal separation, or a child's losing dependent status under the group health plan. You will have the option for

continuing your health coverage for up to eighteen (18) months for termination of employment or reduction in hours, up to twenty nine (29) months if the employee or dependent qualify as totally disabled under Social Security and your disability began prior to your qualifying event. Up to thirty six (36) months if your dependent loses coverage in the event of your death, divorce, legal separation, entitlement to Medicare and is no longer eligible dependent under the plan.

The amount for cobra monthly premiums is determined by the policy in effect at the time of event.

4.5 Social Security

All employees of the City are covered under the Federal Insurance Contributions Act (FICA). This type of government insurance provides benefits for retirement, disability, and death. This insurance is financed by Social Security taxes through payroll deductions by the employee and matched by the City. You are encouraged contact the Social Security office at (936) 639-8600, at any time to check on your benefits.

4.6 Vacation

A full-time employee shall earn vacation leave according to the following policies:

1. A full-time employee shall earn 10 working days of vacation leave each year. This equates to 80 hours per year; 3.08 hours per bi-weekly pay period. Employee must have been in a full time position. Employees will not be allowed to use any vacation leave prior to six (6) months of continuous employment as a full time employee. After ten (10) years of employment with the City the employees receive one more day each year until twenty (20) years of service. At twenty (20) years vacation leave is capped at twenty (20) days per year.

CITY OF SAN AUGUSTINE VACATION LEAVE EARNING CALCULATIONS

YEARS OF EMPLOYMENT		DAYS PER YEAR	HOURS PER YEAR	HOURS PER BI-WEEKLY PAY
FROM	TO			
ZERO	<10	10	80	3.08
10	<11	10	80	3.08
11	<12	11	88	3.38
12	<13	12	96	3.69
13	<14	13	104	4.00
14	<15	14	112	4.31
15	<16	15	120	4.62
16	<17	16	128	4.92
17	<18	17	136	5.23
18	<19	18	144	5.54
19	<20	19	152	5.85
20	>20	20	160	6.15

Passed by City Council before April 1996

The symbol "<" and ">" mean less than and more than.

2. Leave shall not be earned for any month during which the employee is not in a full time pay status for less than half the standard number of paid days for his/her position.

3. Employees will take their vacation as it accrues annually unless approved in advanced by the Department Manager. No employee may have more than sixty (60) days of vacation leave to his or her credit at any time. Payment shall be made for unused vacation leave only after twelve (12) months of continuous service with the City and upon voluntary separation, when the employee's Supervisor has received a written two (2) week notice; involuntary separation not connected with disciplinary actions; retirement; or death of the employee. Payout is to be made in increments of 30 days per month. (City Council Action June 13, 2000)
4. Official holidays occurring during a vacation shall not be charged to vacation leave.
5. Leave may be taken in one-hour increments with approval of the Supervisor.
6. Vacation leave will not be advanced to employees.
7. Leave credits are not transferable between employees.
8. Vacation leave may not be used in lieu of termination notice.

4.7 Sick

Employees shall be allowed paid sick leave in accordance with the following conditions:

1. A full-time employee shall earn 10 working days of sick leave each year. This equates to 80 hours per year; 3.08 hours per bi-weekly pay period. Employee must have been in a full time position. Employees will not be allowed to use any sick leave prior to six (6) months of continuous employment as a full time employee. After ten (10) years of employment with the city the employees receive one more day each year until twenty (20) years of service. At twenty (20) years sick leave is capped at twenty (20) days per year. (City Council approved April 23, 1996)

CITY OF SAN AUGUSTINE SICK LEAVE EARNING CALCULATIONS

YEARS OF EMPLOYMENT		DAYS PER YEAR	HOURS PER YEAR	HOURS PER BI-WEEKLY PAY
FROM	TO			
ZERO	<10	10	80	3.08
10	<11	10	80	3.08
11	<12	11	88	3.38
12	<13	12	96	3.69
13	<14	13	104	4.00
14	<15	14	112	4.31
15	<16	15	120	4.62
16	<17	16	128	4.92
17	<18	17	136	5.23
18	<19	18	144	5.54
19	<20	19	152	5.85
20	>20	20	160	6.15

Passed by City Council April 23, 1996

The symbol "<" and ">" mean less than and more than.

2. No employee may have more than 120 days of sick leave to his or her credit at any time.
3. Sick leave shall not accrue for any month during which the employee is in a pay status for less than half the standard number of paid days for his/her type job.
4. Sick leave may be taken in increments of one hour for personal illness, injury, legal quarantine, or routine health care appointments, which cannot reasonably be scheduled outside working hours.
5. The City may request and obtain verification of the circumstances surrounding any use of sick leave.
6. Earned vacation leave may be used to supplement sick leave or in place of sick leave.
7. Sick leave credits are not transferable between employees. Sick leave may be used only for compensation for illness of the Employee and not for sickness related to family Members.
8. No payment shall be made for unused sick leave upon separation unless the employee is eligible for tenured retirement or is deceased. The sick leave payout is in 30-day increments by months (See Schedule below).

**CITY OF SAN AUGUSTINE
SICK LEAVE PAYOUT SCHEDULE**

SICK LEAVE DAYS PAYOUT SCHEDULE

FROM	TO	MO. 1	MO.2	MO. 3	MO. 4	MO. 5	MO. 6	MO. 7	MO. 8
1	30	IN FULL							
31	59	1 / 4 PAY	1 / 4 PAY	1 / 4 PAY	1 / 4 PAY				
60	89	1 / 6 PAY	1 / 6 PAY	1 / 6 PAY	1 / 6 PAY	1 / 6 PAY	1 / 6 PAY		
90	119	1 / 8 PAY	1 / 8 PAY	1 / 8 PAY	1 / 8 PAY	1 / 8 PAY	1 / 8 PAY	1 / 8 PAY	1 / 8 PAY

Upon separation, except by reason of layoff, all sick leaves shall be canceled. If the employee is reinstated with the City under the applicable provisions of the layoff policy, sick leave that had been accumulated prior to the lay-off shall be restored.

9. Employees shall not be entitled to sick leave when absent from work for the following reasons: sickness or disability purposely inflicted or caused by willful misconduct; sickness or disability sustained during periods of leave without pay or absence without leave; or sickness or disability acquired as a result of another job.

10. Employees being transferred, promoted, or demoted shall retain accrued sick leave amounts.

11. In the event an employee is advised by their attending physicians that they will miss an extended period of work as the result of a medical or mental condition, the employee is expected to make a decision, in consultation with their physician, as to the date they will cease working. Except in emergencies, at least ten (10) working days notice is required.

4.8 Holidays

New Year's Eve & New Year's Day, Memorial Day, Dr. Martin Luther King's Birthday, President's Day, Good Friday, Independence Day, Labor Day, Veterans Day, Thanksgiving Day & Friday, Christmas Eve & Day, and Personal Day. The following rules apply for holidays:

- a) Full - time regular employees shall be entitled to paid holidays.

- b) Part-time regular employees who are called off due to a holiday and who would normally have worked that day will be entitled to pay for the number of hours they would normally have worked had they not been called off due to the holiday.
- c) All full time employees who are required to work on holidays shall be given an alternate day off. When the holiday and regular day off occur on the same day, those employees who are scheduled off duty on that day will be entitled to another day off. If an employee cannot be given another day off and is required to work the holiday, the employee will receive pay for the day worked plus pay for the day of the holiday.
- d) If a holiday falls on Saturday, the preceding Friday shall be observed. If the holiday falls on Sunday, it will be observed on the following Monday. The city will publish a holiday schedule annually as approved by the City Council.
- e) An employee who:
 - 1. On an authorized Leave of Absence
 - 2. Absent without leave
 - 3. On any non-pay status
 - 4. Absent from work without permission on the day preceding or following the holiday shall not be paid for the holiday
- f) Employees requesting accommodation for observance of other religious holidays will be considered as time off without pay. *(Section 4.8 amended by City Council November 27, 2012.)*

4.9 Military Leave

Military Leave shall be granted in accordance with applicable State and Federal laws. Employees preparing to take authorized military leave shall furnish the City Manager with copies of military orders or other appropriate certification. Those periods of time for annual Active Duty Training, which exceed fourteen (14) days, shall be charged against the employee's eligible benefit balances.

4.10 Funeral Leave

A maximum of three (3) days will be allotted for a death in your immediate family. These days may be taken at any time after notification of death; however, the third day can be taken no later than the day after the funeral. Funeral leave cannot be taken during the employee's probation period (180days). If the funeral occurs on a normal day off, no reimbursement is applicable. Funeral leave taken outside the parameters of this policy will be granted at the discretion of your supervisor and will be non-reimbursed. For the purposes of this policy, immediate family is:

- a. Parents/Parent in Law or legal guardians
- b. Paternal or Maternal grandparents
- c. Present spouse
- d. Child
- e. Grandchildren
- f. Brother/Sister
- g. Brother-in-Law /Sister-in-Law. Brother-in Law is defined as (1) the brother of one's husband or wife; (2) the husband of one's sister. Sister-in-Law is defined as (1) the sister of one's husband or wife; (2) the wife of one's brother. Proof of the relationship must be provided upon the request of the city manager within 10 days of request. *(Section g amended by City Council on 6/20/2017.)*

4.11 Family Medical Leave Act of 1993 (FMLA)

Eligible employees are entitled to a total of twelve (12) weeks of leave over a twelve (12) month period when leave is taken for one or more of the following circumstances:

- 1. The birth of a child of an employee and to care for the child; or,

2. The placement of a son or daughter with an employee for adoption or foster care; or,
3. To care for the spouse, child, or parent of an employee, if the family member has a serious health condition; or,
4. An employee is unable to perform the functions of the position because of the employee's own serious health condition.

An employee who qualifies for absence under the provisions of the Family and Medical Leave Act of 1993 (FMLA) will first be required to utilize all accumulated sick leave prior to starting an unpaid absence due to employee illness and all vacation accumulation prior to the start of an unpaid absence for a non-employee related illness. FMLA will run concurrent with the utilization of all paid benefits.

The employee is expected to return from FMLA leave on or before the date it expires. If an employee does not return by the ending date of the leave, the employee will automatically be terminated. The employee shall be notified of this termination as soon as this action occurs. Employees who have paid benefits accumulated in an amount greater than the length of time allotted under FMLA will be allowed continued job protection until the accrued benefit is fully utilized

All administrative actions will be accomplished in accordance with FMLA and will be discussed in detail with each employee of the City prior to their being considered for the provisions of this Act.

The City Secretary will monitor the utilization of FMLA to determine the beginning and ending points of the utilization of FMLA.

**Procedure for returning to work after
On the Job Injury fully utilizing FMLA**

All jobs at the City of San Augustine are critical to the operation of the City and must be filled. Employees, who complete the twelve (12) weeks of leave as provided under the Family Medical Leave Act, may be replaced.

Employees who are injured on the job will maintain all the benefits afforded them under the Worker Compensation Policy established through Deep East Texas Self Insurance Fund. Employees who complete their twelve (12) weeks of leave under the Family Medical Leave Act and do not return to work after being notified of the ending of the FMLA may be replaced. Employees who are replaced will be offered reemployment in a job that is similar in nature to the job they were performing if and when such a position opens within the City if the employee is qualified for the position. The City Secretary will maintain a list of employees qualifying under this policy and will phone call and send notification letters to the employees who qualify. If the employee refuses the position they are qualified for and were offered, the employee will not be contacted under this policy for a position in the future. The responsibility for determining whether or not an employee returning from FMLA is qualified for a position rest with the Department Manager and the City Manager in consultation with the City Attorney.

All benefits due and payable to the employee, vacation time and compensatory time, will be paid to the employee on the next regular pay day after the employee has completed the FMLA and been replaced in their job.

4.12 Jury Duty Service

It is the policy of the City of San Augustine to encourage you to serve as a juror when summoned. You must notify your supervisor immediately when you receive a summons.

Employees actively at work when called to jury duty will be paid as though at work. Employees will be paid for actual time spent serving as a juror and must report to work immediately upon dismissal from service, if time remains on the employee's normal shift. The City of San Augustine does not require the gratuity paid by the court to be forfeited to the City.

4.13 Meal Breaks

The Supervisor and City Manager to facilitate serving the public and to permit efficient department operations will determine the scheduling of employee lunch periods. Lunch periods shall not exceed one (1) hour in length.

4.14 Rest From Work (Scheduled Breaks)

An employee's Supervisor may allow two (2) fifteen (15) minute rest breaks per work day which may be taken out of the employee's work area. Rest breaks shall be taken at times which do not adversely affect business operation. Rest breaks are not to be considered an employee's right but a privilege. At no time will rest breaks accumulate for later use or take precedence over the work situation on any given day.

4.15 Worker's Compensation

The following policy refers to the employment relationship of employees who have incurred an on the job injury and does not in any form or fashion address those benefits directly derived from the Third Party Administrator (TPA) – Deep East Texas Self Insurance Fund) for the City of San Augustine who administers our Workers Compensation Program.

The first seven (7) days of absence from work as a result of an on the job injury is a waiting period; therefore, no Workers Compensation is paid. During this time period the City of San Augustine will pay the employees full wages up to 40 hours. If the employee is off work due to a workers compensable injury for a period of four weeks, Workers Comp will pay the first week to the employee and this check will be signed back to the City of San Augustine due to the City paying this week to the employee in advance. Workers Comp will pay from the eighth day of loss until the employee returns to work or claim is resolved.

The City of San Augustine follows State of Texas prescribed rules and regulations in administering our Workers Compensation program through our TPA. The City of San Augustine applies FMLA rules and regulations to Workers Compensable injuries. During a compensable injury the employees medical insurance for employee only will continue without cost. Those employees having family or dependent coverage will be required to pay the usual employee deduction. Employees who have vacation or sick time accruals in excess of the FMLA period will remain on the health insurance product until such time as those benefits are utilized.

Once an employee on Workers Comp has utilized all the allotted time under benefit accruals and FMLA, he/she will be placed in a non-active duty status with the City of San Augustine. This status allows that the employee, when released for duty by his/her physician, will be allowed to assume the next job opening for which he/she is qualified. Should the employee refuse to accept a position for which he/she is qualified, the City of San Augustine's obligation to that employee is complete under this section and the employee will return to a normal applicant status.

All accidents require notification in writing to the City Secretary or City Manager. Injuries to an employee require the supervisor of the employee to complete an employer's report of injury or illness. If the injury is severe enough to require the employee to report to a physician for care or lose time, the employee will be drug tested. The correct procedure requires the employees' supervisor to accompany the employee to the physician and or drug-testing site.

4.14a Light Duty Under Workers Compensation

An employee injured in the scope and course of normal work duties will be brought back under light duty conditions as soon as the treating physician allows the employee to return and these conditions can be accommodated. The departments of the City of San Augustine will work with employees who, after a period of rehabilitation, will be able to return to full duties. The Supervisor and

City Manager will approve light duty positions in consultation with the City Attorney.

4.16 Retirement Plan

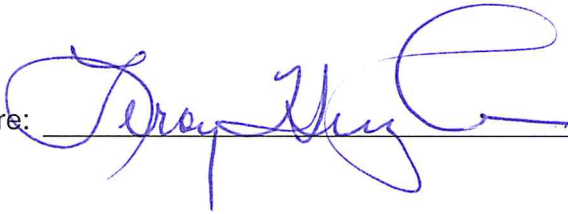
The City is a member of the Texas Municipal Retirement System (TMRS). The purpose of this system is to provide a plan of retirement and disability for employees of Texas municipalities. All full-time employees will automatically participate in this retirement plan and any employee that works over 1000 hours yearly may participate in this retirement plan. Participation in the system begins upon employment with the City. The employee will contribute seven percent (7%) of his/her salary through payroll deductions into the retirement plan with the City doubling this contribution. In the event an employee leaves the employment of the City prior to being vested for normal retirement, the amount of the money contributed through the retirement system through payroll deduction plus the interest earned, may be refunded to the employee. The amount refunded will be taxed. Individuals who have completed ten (10) years of service and have reached the age of sixty (60) **OR** have completed twenty-five (25) years of service at any age will be eligible to retire under TMRS. Any employee wishing to retire under these provisions must start the process in the City Secretary no later than thirty (30) days before the date of retirement, and no earlier than sixty (60) days prior to retirement. The City of San Augustine's retirement plan allows for vesting in ten (10) years. This may be adjusted by the City Council to 5 years.

City of San Augustine

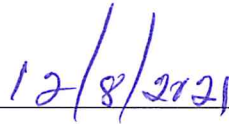
Policy for the Retention of Records related to Contract No. 22-085-073-D332

All records related to the grant project reference above will be maintained at the City according to HUD regulations for three years from the date HUD closes its related disaster grant to the State of Texas.

Signature: _____

A handwritten signature in blue ink, appearing to read "Drew King", written over a horizontal line.

Date: _____

A handwritten date in blue ink, "12/8/2021", written over a horizontal line.



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Affidavit of Public Posting Form

Subrecipient: City of San Augustine

1. Leroy Hughes

Printed Name of Chief Elected Official

of the

City of

San Augustine

Printed City/County Name

do hereby certify that a Community Development Block Grant - Mitigation (CDBG-MIT)

housing guidelines was conspicuously posted at

Primary location address

301 S. Harrison St. San Augustine, TX 75972-1996

Describe specific physical location of posting at address identified above

Example of physical location of posting

City Hall at 200 East Main Street, City, Zip in the lower left corner of east window on the front of the building - or - County Courthouse at 200 East Main Street, City, Zip posted in the center of all entrance doors.

in a manner plainly visible to the general public beginning on

12/9/2021 through 1/3/2022

Date

Date

(Date range should include the minimum number of days following the original posting and at least one day prior to signing of this affidavit as specified in the applicable guidance documents for this funding opportunity.)

If posted at multiple locations include additional address(es) and describe specific physical location below.

1. City Hall - 301 S. Harrison St. San Augustine, TX 75972
2. USPS - Main Street, San Augustine, TX 75972
3. City of San Augustine Facebook page
4. City of San Augustine Web site

Documentation Evidence

Check All That Apply

A legible photograph of the posting on the premises described above is attached.

A screenshot(s) of website, social media, web-based surveys, or online forum, etc. is attached.

Signature of Chief Elected Official

Mayor

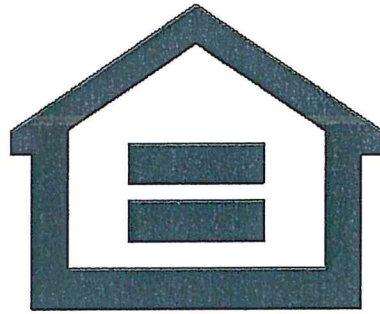
Title

(Mayor/County Judge)

12/8/2021

Date

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.



**EQUAL HOUSING
OPPORTUNITY**

**We Do Business in Accordance With the Federal Fair
Housing Law**

(The Fair Housing Amendments Act of 1988)

**It is Illegal to Discriminate Against Any Person
Because of Race, Color, Religion, Sex,
Handicap, Familial Status, or National Origin**

In the sale or rental of housing or
residential lots

In the provision of real estate
brokerage services

In advertising the sale or rental
of housing

In the appraisal of housing

In the financing of housing

Blockbusting is also illegal

**Anyone who feels he or she has been
discriminated against may file a complaint of
housing discrimination:**

1-800-669-9777 (Toll Free)

1-800-927-9275 (TTY)

www.hud.gov/fairhousing

**U.S. Department of Housing and
Urban Development
Assistant Secretary for Fair Housing and
Equal Opportunity
Washington, D.C. 20410**

Equal Housing Opportunity

Equal Housing Opportunity

U. S. Department of Housing and Urban Development



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In the appraisal of housing

In the financing of housing

Blockbusting is also illegal

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1-800-669-9777 (Toll Free)
1-800-927-9275 (TTY)
www.hud.gov/fairhousing

U.S. Department of Housing and Urban Development
Assistant Secretary for Fair Housing and Equal Opportunity
Washington, D.C. 20410

PH-100-010-0000-0000

www.hud.gov (0/0/0)

Equal Housing Opportunity

Website cityofsanaugustine.tx.gov





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In the sale or rental of housing or residential lots

In the provision of real estate brokerage services

In advertising the sale or rental of housing

In the negotiation of housing

In the financing of housing

Blockbusting or other illegal practices

Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination:

1-800-649-9777 (Toll Free)

1-800-527-9275 (TTY)

www.hud.gov/fairhousing

U.S. Department of Housing and Urban Development
Assistant Secretary for Fair Housing and Equal Opportunity
Washington, D.C. 20410



Dec 9, 2021 3:41:55 PM
301 South Harrison Street
San Augustine County
Texas



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U.S. Department of Housing and
Urban Development
Assistant Secretary for Fair Housing and
Equal Opportunity
Washington, D.C. 20410

Previous editions are obsolete.

Form HUD-928.1 (3/2011)



**Possession of Firearms and
Dangerous Weapons on Postal Property
is Prohibited By Law**

18 U.S.C. Section 930.

Possession of Firearms and Dangerous

Dec 9, 2021 3:44:47 PM
117 West Main Street
San Augustine County
Texas