



**AMENDMENT NO. 2 TO
GLO CONTRACT NO. 18-523-000-B264**

THE GENERAL LAND OFFICE (the "GLO") and **FORT BEND COUNTY** ("Subrecipient"), each a "Party" and collectively "the Parties" to GLO Contract No. 18-523-000-B264 (the "Contract"), desire to amend the Contract.

WHEREAS, the Parties desire to replace Subrecipient's DUNS Number with its Texas Identification Number (TIN); and

WHEREAS, the Parties desire to revise or replace certain language in the Contract to correct certain administrative errors, add required language, and reflect the addition of necessary Contract Attachments; and

WHEREAS, the Parties desire to amend the Contract to add additional funding for Project Activities;

NOW, THEREFORE, the Parties agree as follows:

1. Subrecipient's DUNS Number **081497075** is deleted from the Contract and replaced with the Texas Identification Number (TIN) **17460019692**.
2. **SECTION 1.01 (b)** of the Contract is amended by adding funding in the amount of **\$1,273,731.00** for a total amount of **\$10,636,203.35** for the duration of this Contract.
3. **ATTACHMENT A** to the Contract, **Performance Statements, Budget, and Benchmarks for Housing Projects**, is deleted in its entirety and replaced with the **Revised Performance Statement, Budget, and Benchmarks for Housing Projects**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT A-1**.
4. The **GLO Information Security Appendix for Subrecipients**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT G**, is added to the Contract.
5. The **Public Law 113-2 Contract Reporting Template**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT H**, is added to the Contract.

6. **SECTION 1.02** of the Contract is deleted in its entirety and replaced with the following:

“1.02 CONTRACT DOCUMENTS

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

- ATTACHMENT A-1:** Revised Performance Statement, Budget, and Benchmarks for Housing Projects
- ATTACHMENT B:** Federal Assurances and Certifications
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E:** Special Conditions
- ATTACHMENT F:** Monthly Activity Status Report
- ATTACHMENT G:** GLO Information Security Appendix for Subrecipients
- ATTACHMENT H** Public Law 113-2 Contract Reporting Template”

7. **SECTION 1.04** of the Contract is amended to add the following definition:

““[Housing Quality Standards](#)” means the minimum standards for new single-family homes and multifamily housing constructed under HUD housing programs, as promulgated by HUD and outlined in 24 C.F.R. § 982.401.”

8. **SUBSECTION (m)** under **SECTION 1.05** of the Contract is deleted in its entirety and replaced with the following:

“(m) In the event of conflicts or inconsistencies between this Contract and its Attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: the signed Contract, **Attachment A-1, Attachment E, Attachment B, Attachment C, Attachment D, Attachment F, Attachment G, and Attachment H.**”

9. **SECTION 8.26** of the Contract is deleted in its entirety and replaced with the following:

“8.26 STATEMENTS OR ENTRIES

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.

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device; makes any materially false, fictitious, or fraudulent statement or representation; or makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement

or entry shall be prosecuted under Title 18, United States Code, § 1001.

Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Subrecipient representative hereby declares that he/she has examined this Contract and Attachments and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Subrecipient are true, accurate, and complete.”

10. The following **SECTION 4.03** is hereby added in its entirety to the Contract:

“4.03 HUD CONTRACT REPORTING REQUIREMENT

HUD requires the GLO to maintain a public website that accounts for the use and administration of all GLO-administered CDBG-DR grant funds. To assist the GLO in meeting this requirement, Subrecipient must prepare and submit monthly to the GLO a written summary of all contracts procured by Subrecipient using grant funds awarded under this Contract. Reports shall be submitted to cdsubsreporting@recovery.texas.gov, unless otherwise specified in a Technical Guidance Letter issued under this Contract. Subrecipient shall only report contracts as defined in 2 CFR § 200.22. Subrecipient must use a template developed by HUD to prepare the monthly reports, attached hereto as **Attachment H** and accessible online at <https://www.hudexchange.info/resource/3898/public-law-113-2-contract-reporting-template/>. Additional information about this reporting requirement is available in Federal Register publications governing the 2016 Floods CDBG-DR funding allocation.”

11. The following **SECTION 8.27** is hereby added in its entirety to the Contract:

“8.27 INFORMATION AND DATA SECURITY STANDARDS

Subrecipient shall comply with all terms specified in the **GLO Information Security Appendix for Subrecipients**, incorporated herein for all purposes as **Attachment G**.”

12. The following **SECTION 8.28** is hereby added in its entirety to the Contract:

“8.28 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as “Force Majeure”), then, while so prevented, the affected Party’s obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure in writing and, if possible, such notice must set forth the extent and duration thereof.

The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure when it is possible to do so and shall resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Subrecipient.”

13. This Amendment shall be effective upon the earlier of the date of the last signature or October 12, 2020.

14. The terms and conditions of the Contract not amended herein shall remain in force and effect.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 2 TO
GLO CONTRACT NO. 18-523-000-B264**

GENERAL LAND OFFICE

FORT BEND COUNTY

Mark A. Havens, Chief Clerk/
Deputy Land Commissioner
Date of execution: _____

Name: KP George
Title: County Judge
Date of execution: _____

OGC gm
PM AL
DD HL
SDD GP
DGC MB
GC JG

ATTACHED TO THIS AMENDMENT:

- ATTACHMENT A-1** Revised Performance Statement, Budget, and Benchmarks for Housing Projects
- ATTACHMENT G** GLO Information Security Appendix for Subrecipients
- ATTACHMENT H** Public Law 113-2 Contract Reporting Template

**FORT BEND COUNTY
NON-RENTAL HOUSING PERFORMANCE STATEMENT**

Subrecipient shall carry out the following housing activities in the Fort Bend County area in strict accordance with the terms of Subrecipient's approved Housing Guidelines, Contract, and all Attachments, whether attached physically or incorporated by reference.

Project Description

Subrecipient will provide a housing program to include buyout, homeowner repair, reconstruction, elevation, homebuyer assistance, and new construction activities for predominately Low- to Moderate- Income Housing ("LMH") to individual households affected by 2016 Floods in order to meet the dual National Objectives of benefiting low- to moderate-income persons and addressing urgent community needs posing a serious and immediate threat to the health or welfare of the local population, thus satisfying the criteria listed in Section 104(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(b)(3)). Project Delivery and Administration costs, as defined in the State of Texas Plan for Disaster Recovery, enacted March 10, 2017, as amended, will not exceed ten percent (10%) and two percent (2%), respectively, of the total grant allocation. Additionally, Planning costs will not exceed fifteen percent (15%) of the total grant allocation. An environmental review must be conducted at all locations prior to the execution and commencement of work.

The following activities will be assisted under the Contract:

Activity Type	National Objective	Estimated Number of Households
Homeowner Assistance Program (HAP)	LMH	22
Homeowner Assistance Program (HAP)	UN	9
Buyout Program (BP)	LMH	71
Buyout Program (BP)	UN	23
Homebuyer Assistance (HBA)	LMH	3
Homebuyer Assistance (HBA)	UN	1

Homeowner Assistance Program

Subrecipient will provide homeowner rehabilitation and reconstruction assistance activities for an estimated thirty-one (31) households.

Subrecipient must ensure that, upon completion, the rehabilitated, repaired, or reconstructed property complies with local building codes and that the entire structure complies with local health and safety codes and standards; all applicable federal, state, and local building codes; Housing Quality Standards (HQS); and Green Building Standards.

All reconstructed and newly constructed housing units must comply with the universal design features in new construction, as established by the GLO's Construction Standards and Specifications, and the International Residential Codes, as required by Subchapter G, Chapter 214, Local Government Code. All replacement housing, including manufactured housing units or modular homes, must comply with Housing and Urban Development (HUD) construction standards and state, local, or regional building codes, as applicable.

To meet the International Residential Code 2012 or the Local, County, State, or Federal Code (whichever is most stringent), Subrecipient shall conduct, at a minimum, a 50% inspection, final inspection, and TREC inspection as required by the GLO rehabilitation and reconstruction standards. If any Housing Units are located within a Catastrophe Area, as defined in Section 2210.005 of the Texas Insurance Code, and suffer damage due to windstorms and/or hail, Subrecipient shall obtain certificates of completion from the Texas Department of Insurance pursuant to the requirements of Section 2210.2515 of the Texas Insurance Code and the local governing authority's permitting office.

Buyout

Subrecipient will offer buyout assistance for an estimated ninety-four (94) households. Assistance will be provided to homeowners located in a floodway or floodplain or residing in a repetitive flood area that agree to relocate outside of the floodplain. The properties acquired with funds provided under this Contract may be used for green space or for a use that is defined by the Federal Register (final use deed restriction must be recorded in perpetuity at closing). Refer to the approved Housing Guidelines for further technical guidance on the final use of the acquired property.

Homebuyer Assistance

Subrecipient will offer homebuyer assistance for an estimated four (4) households. Assistance will be provided to applicants who were not homeowners at the time of the storm and have selected a home within the jurisdiction of Subrecipient. Assistance can be provided to households earning up to 120% of the area median income. Funding can be provided for up to 100% of the down payment needed per household; however, funding is restricted to the amount needed to facilitate homeownership.

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FORT BEND COUNTY
HOUSING BUDGET

HUD Activity Type	Grant Award	Other Funds	Total
Homeowner Assistance Program (HAP)-LMH	\$1,629,959.05	\$0	\$1,629,959.05
HAP Project Delivery-LMH	\$162,995.91	\$0	\$162,995.91
HAP-UN	\$655,040.95	\$0	\$655,040.95
HAP Project Delivery-UN	\$65,504.10	\$0	\$65,504.10
Buyout Program (BP)-LMH	\$5,360,492.78	\$0	\$5,360,492.78
BP Project Delivery-LMH	\$523,694.50	\$0	\$523,694.50
Buyout Program (BP)-UN	\$1,730,476.55	\$0	\$1,730,476.55
BP Project Delivery -UN	\$173,204.50	\$0	\$173,204.50
Homebuyer Assistance Program (HBA)-LMH	\$14,008.26	\$0	\$14,008.26
HBA Project Delivery-LMH	\$1,785.68	\$0	\$1,785.68
HBA-UN	\$5,603.74	\$0	\$5,603.74
HBA-Project Delivery-UN	714.33	\$0	\$714.33
Planning	\$100,000	\$0	\$100,000
Administration	\$212,723	\$0	\$212,723
TOTAL	\$10,636,203.35	\$0	\$10,636,203.35

FORT BEND COUNTY
HOUSING BENCHMARKS

Benchmark	Incremental Cap for Charges by Benchmark for Administration and Project Delivery Funds	Cumulative Billing Cap by Benchmark for Administration and Project Delivery Funds
Approval of Housing Guidelines	15%	15%
15% of Project Funds drawn by Subrecipient	15%	30%
25% of Project Funds drawn by Subrecipient	15%	45%
50% of Project Funds drawn by Subrecipient	15%	60%
75% of Project Funds drawn by Subrecipient	15%	75%
100% of Project Funds drawn or Activities closed by Subrecipient	20%	95%
Closeout of grant accepted	5%	100%

GLO Information Security Appendix for Subrecipients

1. Definitions

“[Breach of Security](#)” or “[Breach](#)” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

“[GLO Data](#)” means any data or information, which includes PII and/or SPI as defined below, collected, maintained, and created by the GLO for the purpose of providing disaster assistance to individuals, that Provider obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the performance of the Contract or any documents related thereto. GLO data does not include other information that is lawfully made available to the Provider through other sources.

“[Personal Identifying Information](#)” or “[PII](#)” means information that alone, or in conjunction with other information, identifies, links, relates, or is unique to, or describes an individual, as defined at Tex. Bus. & Com. Code § 521.002(a)(1).

“[Sensitive Personal Information](#)” or “[SPI](#)” includes information that is not available elsewhere or may harm an individual by being made available as categorized in Tex. Bus. & Com. Code § 521.002(a)(2). SPI does not include publicly available information that is lawfully made available to the public from the federal government or a state or local government.

All defined terms found in the Contract shall have the same force and effect, regardless of capitalization.

2. Security and Privacy Compliance

- 2.1. Provider shall keep all GLO Data received under the Contract and any documents related thereto strictly confidential.
- 2.2. Provider shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.
- 2.3. Provider shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.
- 2.4. Provider will legally bind any Subcontractors to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Provider shall

ensure that the requirements stated herein are imposed on any Subcontractor of Provider's Subcontractor(s).

- 2.5. Provider will not share GLO Data with any third parties.
- 2.6. Provider will ensure that initial privacy and security training, and annual training thereafter, is completed by its employees or Subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise personally handle PII and/or SPI on behalf of the agency. Provider agrees to maintain and, upon request, provide documentation of training completion.
- 2.7. Any GLO Data maintained or stored by Provider or any Subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

3. Data Ownership and Return of Data

- 3.1. The GLO shall retain full ownership of all GLO data, which includes PII and/or SPI, disclosed to Provider or to which the Provider otherwise gains access by operation of the Contract or any agreement related thereto.
- 3.2. If, at any time during the term of the Contract or upon termination of the Contract, whichever occurs first, any part of the GLO data, in any form, provided to Provider ceases to be necessary for Provider's performance under the Contract, Provider shall within fourteen (14) days thereafter securely return such GLO data to the GLO, or, at the GLO's written request, destroy, uninstall, and/or remove all copies of data in Provider's possession or control and certify to the GLO that such tasks have been completed. If such return is infeasible, as mutually determined by the GLO and Provider, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Provider shall limit any further use and disclosure of GLO Data.

4. Data Mining

- 4.1. Provider agrees not to use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract or any document related thereto.
- 4.2. Provider agrees to take all reasonably feasible physical, technical, administrative, and procedural measures to ensure that no unauthorized use of GLO Data occurs.

5. Breach of Security

- 5.1. Provider agrees to provide the GLO with the name and contact information for an employee of the Provider which shall serve as the GLO's primary security contact.

- 5.2. Upon discovery of a Breach of Security or suspected Breach of Security by the Provider, the Provider agrees to notify the GLO as soon as possible upon discovery of the Breach of Security or suspected Breach of Security, but in no event shall notification occur later than 24 hours after discovery. Within 72 hours, the Provider agrees to provide, at minimum, a written preliminary report regarding the Breach or suspected Breach to the GLO with root cause analysis including a log detailing the data affected.
- 5.3. The initial notification and preliminary report shall be submitted to the GLO Information Security Officer at informationsecurity@glo.texas.gov.
- 5.4. Provider agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- 5.5. Provider agrees that it shall not inform any third party of any Breach of Security or suspected Breach of Security without obtaining GLO's prior written consent.
- 5.6. If the Breach of Security includes SPI, including Social Security Numbers, payment card information, or health information, the Provider agrees to provide affected individuals complimentary access for one (1) year of credit monitoring services.

6. Right to Audit

- 6.1. Upon the GLO's request and to confirm Provider's compliance with this Attachment, Provider grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in the Provider's, or Provider's Subcontractor's, physical and/or technical environment in relation to GLO Data. Provider agrees to fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Provider may supply, upon GLO approval, the following reports: SSAE16, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Provider shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any subcontract it awards.
- 6.2. At the GLO's request, Provider agrees to promptly and accurately complete a written information security questionnaire provided by the GLO regarding Provider's business practices and information technology environment in relation to GLO Data.

P.L. 113-2 Contract Reporting Template

Grantees are to use this template to summarize all procured contracts, including those procured by the grantee, recipients, or subrecipients. For the purposes of this requirement, recipients and subrecipients are defined as any entity receiving funds directly from the grantee. Definitions of each field can be found below.

Grantees are to update and upload this template to their website and to DRGR using the Lead Agency's Administration activity each quarter as part of their QPR submissions by selecting the "add additional documents" link in page 1 of the edit activity screen. Please note the specific activity title and number where the template has been uploaded within the QPR's Overall Progress narrative. Please contact your CDP representative with any questions about the requirements pertaining to this template or submit a question to <https://www.onecpd.info/get-assistance/my-question/> for DRGR technical assistance.

Data Fields:

Grantee	Enter grantee title as displayed in DRGR system.
Grant Number	Enter grant number as displayed in DRGR system.
Date Updated	Enter date template last updated.
A. Contractor Name	Enter name of Contracted Party
B. DUNS Number	Enter Data Universal Numbering System number of the Contractor. <u>Note:</u> Entering the DUNS into this template does not fulfill the requirement for grantees to enter DUNS into the DRGR Action Plan at the activity level. Refer to the Notice published July 11, 2014 for more information on this separate requirement.
C. Procured by	Enter name of entity that procured Contract - HUD grantee (state or local government), partner agency, a subrecipient of a state or local government, or a recipient of a state government.
D. Contract Execution Date	Enter date the Contract was executed.
E. Contract End Date	Enter date the Contract will expire.
F. Total Contract Amount	Enter total amount of executed Contract.
G. Amount of CDBG-DR Funds	Enter amount of CDBG-DR funds from this grant used to fund the Contract.
H. Brief Description of Contract	Enter a brief, one sentence description of the purpose of the Contract.

To insert additional ROWS, go to HOME menu, and select INSERT from the top left.

Certificate Of Completion

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Document Pages: 32

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Amy Navarro

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Ginger.Mills@glo.texas.gov

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Attorney

Signed: 2/11/2020 5:19:55 PM

Texas General Land Office, Office of General Counsel

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Ann Linthicum

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ann.linthicum.glo@recovery.texas.gov

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Grant Manager

Signed: 2/14/2020 9:12:03 AM

Texas General Land Office

Signature Adoption: Pre-selected Style

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Heather Lagrone

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heather.lagrone.glo@recovery.texas.gov

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Greg Pollock

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greg.pollock@glo.texas.gov

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Senior Deputy Director

Signed: 2/14/2020 1:49:24 PM

Texas General Land Office



Signature Adoption: Pre-selected Style

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<p>Marc Barenblat marc.barenblat@glo.texas.gov Deputy General Counsel Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.187	<p>Sent: 2/14/2020 1:49:27 PM Viewed: 2/18/2020 2:08:02 PM Signed: 2/19/2020 4:46:48 PM</p>
<p>Jeff Gordon jeff.gordon@glo.texas.gov General Counsel Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 Signature Adoption: Pre-selected Style Using IP Address: 174.207.19.86 Signed using mobile	<p>Sent: 2/19/2020 4:46:56 PM Viewed: 2/19/2020 4:51:18 PM Signed: 2/19/2020 4:51:24 PM</p>
<p>KP George county.judge@fortbendcountytx.gov County Judge Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		<p>Sent: 2/19/2020 4:51:31 PM Resent: 2/26/2020 9:05:28 AM Viewed: 2/26/2020 3:51:26 PM</p>
<p>Mark A. Havens Mark.Havens@GLO.TEXAS.GOV Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		

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<p>BSO Team bsorequests@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 2/10/2020 11:56:10 AM</p>
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Bob Sonnier
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DR.SystemAccess@glo.texas.gov
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Infrastructure Manager
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Electronic Record and Signature Disclosure:
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HUB
HUB@glo.texas.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Angie Williams
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Martin Rivera Jr
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Security Level: Email, Account Authentication (None)
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Electronic Record and Signature Disclosure:
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Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/26/2020 9:05:28 AM
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Payment Events	Status	Timestamps
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