



**AMENDMENT NO. 1 TO
GLO CONTRACT NO. 20-065-092-C257**

THE GENERAL LAND OFFICE (the “GLO”) and **FORT BEND COUNTY** (“Subrecipient”), each a “Party” and collectively “the Parties” to GLO Contract No. 20-065-092-C257 (the “Contract”), desire to amend the Contract.

WHEREAS, the Parties desire to extend the Contract term; and

WHEREAS, the Parties desire to revise or replace certain language in the Contract to correct certain administrative errors and add or update required language; and

WHEREAS, the Parties desire to revise the Performance Statement, Budget, and Benchmarks for Infrastructure Projects to accurately reflect all Project Activities and the reallocation of Project Budget line items; and

WHEREAS, the Parties desire to revise the Federal Assurances and Certifications and the General Affirmations to reflect updated terms; and

WHEREAS, these revisions will result in no additional encumbrance of funds;

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SECTION 2.04** of the Contract is deleted in its entirety and replaced with the following:

“2.04 PROGRAM INCOME

In accordance with 24 C.F.R. § 570.489, Subrecipient shall maintain records of the receipt and accrual of all Program Income, as Program Income is defined at 24 C.F.R. § 570.489(e). Subrecipient shall report Program Income to the GLO in accordance with **ARTICLE IV** of this Contract. Subrecipient shall return all Program Income to the GLO at least quarterly, unless otherwise authorized by the GLO in writing. Any GLO-authorized use of Program Income by Subrecipient shall be subject to GLO, HUD, and statutory restrictions and requirements.”

2. **SECTION 3.01** of the Contract is amended to reflect a termination date of **May 31, 2024**.

3. The following **SECTION 3.05** is hereby added in its entirety to the Contract:

“3.05 REVERSION OF ASSETS

Upon expiration or termination of the Contract and subject to this Article:

If applicable, Subrecipient shall transfer to the GLO any CDBG-DR funds Subrecipient has on hand at the time of expiration or termination that are not attributable to work performed on the Project and any accounts receivable attributable to the use of CDBG-DR funds awarded under this Contract; and

If applicable, real property under Subrecipient’s control that was acquired or improved, in whole or in part, with funds under this Contract in excess of \$25,000 shall be used to meet one of the CDBG-DR National Objectives pursuant to 24 C.F.R. 570.208 until five (5) years after expiration of this Contract or such longer period of time as the GLO deems appropriate. If Subrecipient fails to use the CDBG-DR-funded real property in a manner that meets a CDBG-DR National Objective for the prescribed period of time, Subrecipient shall pay the GLO an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for acquisition of, or improvement to, the property. Subrecipient may retain real property acquired or improved under this Contract after the expiration of the five-year period or such longer period of time as the GLO deems appropriate.”

4. **SECTION 4.03** of the Contract is deleted in its entirety and replaced with the following:

“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 C.F.R. § 200.1. 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 Hurricane Harvey CDBG-DR funding allocation.”

5. **SECTION 5.01(b)** of the Contract is deleted in its entirety and replaced with the following:

“(b) Subrecipient must have an assigned Unique Entity Identifier (UEID) and a Commercial and Government Entity (CAGE) code. Subrecipient must report its UEID and CAGE code to the GLO for use in various reporting documents. A UEID and CAGE code may be obtained by visiting the System for Award Management website at <https://www.sam.gov>. Subrecipient is responsible for

renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period.”

6. **SECTION 8.14** of the Contract is deleted in its entirety and replaced with the following:

“8.14 PUBLIC RECORDS

The GLO shall post this Contract to the GLO’s website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the “PIA”), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the “Attorney General”). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (“.pdf”) format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as “confidential” or a “trade secret,” Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO’s Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party’s contact information to the above-designated e-mail address.”

7. **SECTION 8.19** of the Contract is deleted in its entirety and replaced with the following:

“8.19 SURVIVAL

The provisions of **ARTICLES V, VI, and VII**; and **SECTIONS 1.01, 1.03, 2.05, 3.02, 3.04, 3.05, 8.02, 8.03, 8.07, 8.08, 8.09, 8.10, 8.11, 8.13, 8.14, 8.15, and 8.31** of this Contract, and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.”

8. **SECTION 8.20** of the Contract is deleted in its entirety and replaced with the following:

“8.20 CONTRACT CLOSEOUT

Upon completion of all Activities required for the Contract, and pursuant to **SECTION 2.03** hereof, Subrecipient shall prepare a final **Grant Completion Report** confirming final performance measures, budgets, and expenses and the GLO will close the contract in accordance with 2 C.F.R. 200.344 through 200.346 and GLO CDBG-DR guidelines. The GLO will notify Subrecipient via official closeout letter.”

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

“8.26 SIGNAGE REQUIREMENTS

On any public building or facility funded under this Contract, Subrecipient shall place permanent signage. Signs shall be placed in a prominent, visible public location. Subrecipient shall format each sign to best fit the architectural design of the building or facility but the sign should be legible from a distance of at least three (3) feet.

For other construction projects (e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation) funded under this Contract, Subrecipient shall place temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality.

All signage required under this Section shall contain the following:

“This project is funded by the Texas General Land Office of the State of Texas, to provide for disaster recovery and restoration of infrastructure for communities impacted by Hurricane Harvey. The funds have been allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program.”

10. SECTION 8.27 of the Contract is deleted in its entirety and replaced with the following:

“8.27 PREFERENCE AND PROCUREMENT OF MATERIALS

- (a) In the performance of the Contract, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:
- (i) competitively within a timeframe allowing compliance with the Contract’s performance schedule;
 - (ii) in a way that meets the Contract’s performance requirements; or
 - (iii) at a reasonable price.

To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.323, information about this requirement, along with the list of EPA-designated items, is available at the EPA’s Comprehensive Procurement Guideline Program website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- (b) As appropriate and to the extent consistent with law, Subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- (c) For purposes of section (b) above:

- (i) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (ii) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

11. The following **SECTION 8.31** is hereby added in its entirety to the Contract:

“8.31 CONFIDENTIALITY

To the extent permitted by law, Subrecipient and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Subrecipient or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated “confidential” (or words to that effect) by Subrecipient or the GLO; or (c) information that Subrecipient or the GLO is otherwise required to keep confidential by this Contract. Subrecipient must not make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.”

- 12. **ATTACHMENT A** to the Contract, **Performance Statement, Budget, and Benchmarks for Infrastructure Projects**, is deleted in its entirety and replaced with the **Revised Performance Statement, Budget, and Benchmarks for Infrastructure Projects**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT A-1**.
- 13. **ATTACHMENT B** to the Contract, **Federal Assurances and Certifications**, is deleted in its entirety and replaced with the **Revised Federal Assurances and Certifications**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT B-1**.
- 14. **ATTACHMENT C** to the Contract, **General Affirmations**, is deleted in its entirety and replaced with the **Revised General Affirmations**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT C-1**.
- 15. This Amendment shall be effective upon the earlier of the date of the last signature or May 31, 2022.
- 16. The terms and conditions of the Contract not amended herein shall remain in force and effect.

SIGNATURE PAGE FOLLOWS






**SIGNATURE PAGE FOR AMENDMENT NO. 1 TO
GLO CONTRACT No. 20-065-092-C257**

GENERAL LAND OFFICE

FORT BEND COUNTY

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

Name: _____
Title: _____
Date of execution: _____

OGC 
PM 
SDD 
DGC 
GC 

ATTACHED TO THIS AMENDMENT:

- ATTACHMENT A-1** Revised Performance Statement, Budget, and Benchmarks for Infrastructure Projects
- ATTACHMENT B-1** Revised Federal Assurances and Certifications
- ATTACHMENT C-1** Revised General Affirmations

**FORT BEND COUNTY
20-065-092-C257**

PERFORMANCE STATEMENT

Hurricane Harvey overwhelmed the drainage system of Fort Bend County (Subrecipient). Heavy rainfall caused flooding of homes and streets. This threatened public health, safety, and welfare. Subrecipient will conduct drainage and acquisition Infrastructure improvements that target homes that are the most vulnerable to flooding to facilitate proper stormwater conveyance and reduce the impact of future flooding.

Subrecipient shall perform the Activities identified herein for the target area specified in its approved Texas Community Development Block Grant Disaster Recovery Supplemental Grant Application to aid areas most impacted by Hurricane Harvey. The persons to benefit from the Activities described herein must receive the prescribed service or benefit, and all eligibility requirements must be met to fulfill contractual obligations.

The grant total is \$17,417,192.00. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record of the GLO's Community Development and Revitalization division (GLO-CDR).

Flood and Drainage Facilities

Subrecipient shall widen and deepen the existing Big Creek watershed channel. Construction shall take place at the location identified below.

Flood and Drainage Facilities	Location Approximate Lat/Long	Proposed HUD Performance Measures	Census Tract	Block Group
Big Creek Expansion	FM 297 to Cottonwood Creek – Spur 10 29.4719, -95.80474	29,375 LF	6754	1, 2
			6755	2
			6756	1
			6757	2
This Activity shall benefit eighteen thousand six hundred eighty (18,680) persons. Of these persons, eight thousand eight hundred (8,800), or forty-seven and eleven hundredths percent (47.11%), are of low to moderate-income. Fort Bend County was identified by HUD as an FY2019 Exception Grantee (based on 2011-2015 ACS data), reducing their LMI threshold for benefit to 45.93%.				

Project Description (Acquisition)

Subrecipient will provide an Acquisition program for approximately nineteen (19) non-residential properties affected by Hurricane Harvey. Assistance will be provided to non-residential property owners who are located in a floodway or reside in a repetitive flood area and who agree to relocate to outside the floodway or a location of reduced flood risk. The properties acquired with funds provided under this Contract may be used for green space or for an eligible use, as defined by the Federal Register (final use deed restriction must be recorded in perpetuity at closing) and the GLO

Implementation Manual. Refer to the approved Project Guidelines for further technical guidance on the final use of the acquired property.

An environmental review must be conducted and all Project locations must receive environmental clearance prior to the execution of any agreements with property owners that present choice-limiting actions or prior to the commencement of any physical work, including demolition work, on the properties.

BUDGET

HUD Activity Type	Grant Award	Other Funds	Total
Rehabilitation/Reconstruction of Public Improvements	\$13,740,994.95	\$0.00	\$13,740,994.95
Acquisition – General	\$3,582,281.05	\$0.00	\$3,582,281.05
Housing Incentives to Encourage Resettlement	\$93,916.00	\$0.00	\$93,916.00
Total	\$17,417,192.00	\$0.00	\$17,417,192.00

MILESTONES - DRAINAGE

Milestones	Not-To-Exceed Draw Percentages					
	Construction Funds	Engineering Funds	Grant Administration Funds	Special Environmental Funds	Environmental Funds	Acquisition Funds
Project Kick-Off Meeting and Start-up Documentation			15%			
Engineering Contract Executed		30%				
Environmental Contract Executed			30%			
100% Design Approval		60%				
Special Environmental Report Approval				100%		
Authority to Use Grant Funds			50%		100%	
Acquisition Start						100%
Bid Advertisement		70%	60%			
Construction Notice to Proceed	85%	85%	85%			
As-Built Plans/ COCC/FWCR	100%	100%	95%			
Grant Completion Report Approval			100%			

Acquisition Benchmarks for Release of Project Delivery Funding

The following Benchmarks must be achieved prior to Subrecipient being permitted to draw the associated amount of Project Delivery funding for this Contract.

Project Delivery costs generally include costs for case management, applicant intake, and a broad environmental review, and other reasonable approved costs. The total Project Delivery costs will not exceed twelve percent (12%) of the total grant allocation.

Benchmarks	Caps for Charging Project Delivery Costs	
	Incremental	Cumulative
Approval of Project 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/Activities closed by Subrecipient	20%	95%
Grant Completion Report accepted	5%	100%

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0009
 Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION Fort Bend County	DATE SUBMITTED	

**CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871**

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT
Fort Bend County

AWARD NUMBER AND/OR PROJECT NAME
20-065-092-C257

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Disclosure of Lobbying ActivitiesComplete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. *Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. *Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. *Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee *Name: _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: 		
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
b. Individuals Performing Services (including address if different from No. 10a) Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. *Signature: _____ *Name: Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

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

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

Federal Agency Form Instructions Form Identifiers	Information
Agency Owner	Grants.gov
Form Name	Disclosure of Lobbying Activities (SF-LLL)
Form Version Number	2.0
OMB Number	4040-0013
OMB Expiration Date	02/28/2025

Field Number	Field Name	Required or Optional	Information
1.	*Type of Federal Action:	Required	Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. This field is required.
2.	*Status of Federal Action	Required	Identify the status of the covered Federal action. This field is required.
2-a.	a. Bid/Offer/ Application	Check if applicable	Click if the Status of Federal Action is a bid, an offer or an application.
2-b.	b. Initial Award	Check if applicable	Click if the Status of Federal Action is an initial award.
2-c.	c. Post-Award	Check if applicable	Click if the Status of Federal Action is a post-award.
3.0	*Report Type	Required	Identify the appropriate classification of this report.
3-a.	a. Initial filing	Check if applicable	Check if Initial filing.
3-b.	b. Material change	Check if applicable	If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action. This field is required.
	Material Change Year	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.
	Material Change Quarter	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.
	Material Change Date of Last Report	Conditionally Required	Enter the date of the previously submitted report by this reporting entity for this covered Federal action.
4.	Name and Address of Reporting Entity	Required	Provide the information for Name and Address of Reporting Entity.
	Prime	Check if applicable	Click to designate the organization filing the report as the Prime Federal recipient.
	Subawardee	Check if applicable	Click to designate the organization filing the report as the SubAwardee Federal recipient. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
	Tier if known:	Optional	Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.
	Name	Required	Enter the name of reporting entity. This field is required
	Street 1	Required	Enter Street 1 of the reporting entity. This field is required.
	Street 2	Optional	Enter Street 2 of the reporting entity.
	City	Required	Enter City of the reporting entity This field is required.
	State	Required	Enter the state of the reporting entity. This field is required
	ZIP	Required	Enter the ZIP of the reporting entity. This field is required
	Congressional District, if known	Optional	Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
5.	If Reporting Entity in No. 4 is Subawardee, Enter Name and	Conditionally Required	If Reporting Entity in No. 4 is Subawardee, provide the information for the Name and Address of Prime

	Address of Prime		
	Name	Required	If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient.
	Street 1	Required	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	Street 2	Optional	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	City	Required	If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient.
	State	Required	If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu.
	ZIP	Required	Enter the ZIP of Prime. This field is required
	Congressional District, if known	Optional	Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
6.	Federal Department /Agency	Required	Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.
7.	CFDA Number:	Required	Enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov.
	CFDA Title:	Required	Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.
8.	Federal Action Number	Optional	Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9.	Award Amount	Optional	For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment of the prime entity identified in item 4 or 5.
10.a.	Name And Address of Lobbying Registrant	Required	Provide the information for the Name and Address of Lobbying Registrant.
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.
	First Name	Required	Enter the first name of Lobbying Registrant. This field is required.
	Middle Name	Optional	Enter the middle name of Lobbying Registrant.
	Last Name	Required	Enter the last name of Lobbying Registrant. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.
	Street 1	Required	Enter the first line of street address for the Lobbying Registrant.
	Street 2	Optional	Enter the second line of street address for the Lobbying Registrant.
	City	Required	Enter the city of the Lobbying Registrant.
	State	Required	Select the appropriate state of the Lobbying Registrant.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.
10.b.	Individual Performing Services	Required	Provide the information for Individual Performing Services
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services.
	First Name	Required	Enter the first name of the Individual Performing Services. This field is required.
	Middle Name	Optional	Enter the middle name of the Individual Performing Services.
	Last Name	Required	Enter the last name of the Individual Performing Services. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.
	Street 1	Required	Enter the first line of street address for the Individual Performing Services.
	Street 2	Optional	Enter the second line of street address for the Individual Performing Services.
	City	Required	Enter the city of the Individual Performing Services.
	State	Required	Select the state for the address of the Individual Performing Services from this pull down menu.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Individual Performing Services.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project, Washington, DC 20503.

GENERAL AFFIRMATIONS

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.*
2. Subrecipient shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.*
6. If the Contract is for a “cloud computing service” as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Subrecipient represents and warrants that it complies with the requirements of the state risk and authorization management program and Subrecipient agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Subrecipient to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Subrecipient certifies that it will comply with the security controls required under this Contract and will

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maintain records and make them available to the GLO as evidence of Subrecipient's compliance with the required controls.

9. Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
10. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.
11. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.
12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.*
13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**
14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date

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- of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.
- b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
 - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.
 - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.
 - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
 - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
15. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*
16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this

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Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
19. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
20. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.*
21. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.*
22. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.*
23. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.

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24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*
25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*
26. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE

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PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*

27. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.
30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.*

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31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
32. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
34. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
35. The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

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36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <http://glo.texas.gov>.
37. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
39. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2274.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.*
41. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
42. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
43. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

44. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.*
45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.*
46. If subject to 2 CFR 200.216, Subrecipient shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.
47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Subrecipient uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.



SUPPORTING DOCUMENTS



TEXAS GENERAL LAND OFFICE

DRAFTING REQUEST FORM - AMENDMENTS

This document is being sent to you for Amendment No.1 either because it is expiring or because you have indicated the need for an amendment. Please select one of the following options:

- Option 1: Approved to Expire Option 2: Amendment Required

If Option 1:

Thank you! You may now save this document and return it to the assigned Contract Manager. Please send it by replying to the original email, so that the document is brought back into CLM.

If Option 2:

Please complete the information below and review the data on the following page. Once complete, please save this document and return it to the assigned Contract Manager. Please send it by selecting Reply All in a reply to the original email so that the document will be brought back into CLM and the Contract Manager will be notified.

Amendment Information

Please provide the following information:

1. Reason for the amendment:
None Required - Less than 10%
2. Please provide information about the BuySpeed:
 - ❖ New Requisition or a Change Order for the existing Purchase Order: *Change Order*
 - ❖ BuySpeed Requisition or Purchase Order Number: **EP017012**
 - ❖ If adding funds, what amount is being added: **NA**
 - ❖ If adding time, what is the desired new expiration: **5/31/2024**

Please provide below a brief description of the amendment:

Fort Bend County is requesting a no-cost contract time extension of twenty-four months. Due to unforeseen circumstances such as the COVID pandemic, limited staffing capacity at the Army Corps of Engineers, and the Texas Historical Commission's request for an Archeological Survey, these factors prevented the County from meeting its original completion timelines. Typically, a renewal permit from the Army Corps is about three to six months. It has taken more than 18 months to receive a Corps permit during the pandemic. Project design is 75% complete, and AUGF should be received by 4/22/2022. Acquisitions of right-of-way properties should be completed by 10/14/2022. The County's required public hearing/public comment period on this project should be completed by 11/28/2022. This extension would allow the County more time to finish construction bid postings, contract award, and receive County Commissioners Court approval. Construction should begin thereafter Commissioners Court approval on or around 12/1/2022. Additional time is desperately needed for Fort Bend staff and contractors to complete all tasks required in constructing this most urgent drainage project necessary to reduce the risk of future flooding and keep Fort Bend County residents safe. The Big Creek expansion project will benefit 18,680 Fort Bend County citizens.

Please review the data on page 2 and notate any necessary changes below:

Add: Carol Borrego, Director
Email: carol.borrego@fortbendcountytx.gov
Phone: 281-341-4410
Fort Bend County Community Development Department
301 Jackson Street, Suite 602
Richmond, TX 77469

CLM Data Validation

CONTRACT DATA

Division Name: **Community Development and Revitalization**

Contract Number: **20-065-092-C257 A1**

Work Order Number: C257

Program Area Project Number:

Current Expiration: 05/31/2022

Current Value: **\$17,417,192.00**

Is insurance Required: No

Insurance Expires: 01/01/1900

Was retainage required? No

If yes, the percentage required: 0%

Does this use Federal funds? No

Federal Award Number(s):

CFDA(s):

Research and Development? No

Was a Notice to Proceed (NTP) required? No

Date it was issued:

Purchase Order Number(s): EP017012

COMPANY DATA

Vendor or Subrecipient Name: Fort Bend County

Address: 301 Jackson Street

City: Richmond State: Texas Zip: 77469

Phone Number: **(281)** 341-8608

Website: <https://www.fortbendcountytx.gov>

Texas Identification Number: 17460019692

DUNs: 081497075

Cage: 5HHK4

Signatory Name: KP George

Email: county.judge@fortbendcountytx.gov

Phone: **(281)** 341-8608

IT
Process

From: [Ann Linthicum](#)
To: [Shirley De La Cruz](#)
Cc: [Caley Carmichael](#); [Linda Majani](#); [CDR - SR Contract Change Req GLO](#)
Subject: Fort Bend Co. #20-065-092-C257_Amend 01
Date: Thursday, May 26, 2022 2:33:35 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image007.png](#)
[FortBendCo-C257_Amend01_DRF-20-065-092-C257_2022-05-26.docm](#)
[C257_Amend01_RF01 INF-Altresha AI-2022-05-23.docx](#)
[FortBendCo-C257_CR-PktToDir_Updated-2022-05-23.pdf](#)

Hi Shirley: Thank you so much for your patience throughout this process. Attached is the amendment #1 packet for Fort Bend Co. - C257 approved by CDR management.

Regards,



Annie Linthicum
Grant Manager
Community Development & Revitalization
Texas General Land Office | George P. Bush, Commissioner
Cell: 512-696-6569 | recovery.texas.gov

From: Benjamin Parry <benjamin.parry.glo@recovery.texas.gov>
Sent: May 26, 2022 1:11 PM
To: Ann Linthicum <Ann.Linthicum.glo@recovery.texas.gov>
Cc: Caley Carmichael <Caley.Carmichael.glo@recovery.texas.gov>; Linda Majani <linda.majani.GLO@recovery.TEXAS.GOV>; CDR - SR Contract Change Req GLO <srcontractchangereq.glo@recovery.texas.gov>
Subject: RE: Additional info _--DIRECTOR'S SIGNATURE-- Change Request #1: Fort Bend Co. Harvey-Infrastructure #20-065-092-C257

Dear Annie,

This amendment is approved please forward the approval packet to Contracts. Thanks Linda for re-cycling that checklist.

Best,

Ben

From: Ann Linthicum <Ann.Linthicum.glo@recovery.texas.gov>
Sent: Wednesday, May 25, 2022 4:40 PM
To: Benjamin Parry <benjamin.parry.glo@recovery.texas.gov>
Cc: Caley Carmichael <Caley.Carmichael.glo@recovery.texas.gov>; Linda Majani <linda.majani.GLO@recovery.TEXAS.GOV>; CDR - SR Contract Change Req GLO <srcontractchangereq.glo@recovery.texas.gov>
Subject: FW: Additional info _--DIRECTOR'S SIGNATURE-- Change Request #1: Fort Bend Co. Harvey-Infrastructure #20-065-092-C257

I have attached Fort Bend Co. C257 updated packet.

From: Esmeralda Sanchez <Esmeralda.Sanchez.glo@recovery.texas.gov>
Sent: May 18, 2022 4:51 PM
To: Benjamin Parry <benjamin.parry.glo@recovery.texas.gov>
Cc: Ann Linthicum <Ann.Linthicum.glo@recovery.texas.gov>; CDR - SR Contract Change Req GLO <srcontractchangereq.glo@recovery.texas.gov>; Caley Carmichael <Caley.Carmichael.glo@recovery.texas.gov>; Linda Majani <linda.majani.GLO@recovery.TEXAS.GOV>
Subject: RE: Additional info _FW: --DIRECTOR'S SIGNATURE-- Change Request #1: Fort Bend Co. Harvey-Infrastructure #20-065-092-C257

Ben and Annie,

Thanks for providing the information requested.

The new T2 reflects a greater amount for construction and acquisition than the T2 submitted with the application. This variance should trigger a request for a new Table 1 or the equivalent. Although a letter in the packet indicates they need the entire amount, we will need to document our due diligence in reviewing the numbers and changes to the budget triggered by the updated Table 2.

I updated the memo by adding a revised date of 5/6. Please update the memo to include language about the impact on the overall budget. (e.g. no change to overall, explain the impact of the new T2 numbers on the budget breakdown and next steps to document it in TIGR)

Ben will you update the consolidated review page of the checklist to your name please.

Thanks,

esmeralda



Esmeralda R. Sánchez, MPH
Director | Grant Management
Community Development & Revitalization
Texas General Land Office, George P. Bush, Commissioner
Office (512) 475-5041 | recovery.texas.gov

From: Benjamin Parry <benjamin.parry.glo@recovery.texas.gov>
Sent: Friday, May 6, 2022 1:39 PM

To: Esmeralda Sanchez <Esmeralda.Sanchez.glo@recovery.texas.gov>
Cc: Ann Linthicum <Ann.Linthicum.glo@recovery.texas.gov>; CDR - SR Contract Change Req GLO <srcontractchangereq.glo@recovery.texas.gov>; Caley Carmichael <Caley.Carmichael.glo@recovery.texas.gov>; Linda Majani <linda.majani.GLO@recovery.TEXAS.GOV>
Subject: FW: Additional info _FW: --DIRECTOR'S SIGNATURE-- Change Request #1: Fort Bend Co. Harvey-Infrastructure #20-065-092-C257
Importance: High

Dear Esmeralda,

Attached is FBC's response to our request for additional information about their scope change and 24-month extension amendment. Your requirements are in the thread below and the response is attached. Only the PDF among the attached documents has been altered since the beginning of this change request review, but the remaining amendment documents are included again for your convenience.

Respectfully,

Ben

From: Ann Linthicum <Ann.Linthicum.glo@recovery.texas.gov>
Sent: Friday, May 6, 2022 8:50 AM
To: Benjamin Parry <benjamin.parry.glo@recovery.texas.gov>
Subject: Additional info _FW: --DIRECTOR'S SIGNATURE-- Change Request #1: Fort Bend Co. Harvey-Infrastructure #20-065-092-C257
Importance: High

Hi Ben, I am sorry, but I did not reply directly to Esmeralda because her directives for additional information have been through you, my Manager, so I just followed the chain of command in my replies. Please see my 4/27 email below and the attached CR packet with an updated Table 2 (p.5 of PDF).

From: Ann Linthicum <Ann.Linthicum.glo@recovery.texas.gov>
Sent: Wednesday, April 27, 2022 1:51 PM
To: Benjamin Parry <benjamin.parry.glo@recovery.texas.gov>
Cc: CDR - SR Contract Change Req GLO <srcontractchangereq.glo@recovery.texas.gov>
Subject: Additional info requested __FW: --DIRECTOR'S SIGNATURE-- Change Request #1: Fort Bend Co. Harvey-Infrastructure #20-065-092-C257
Importance: High

Replying to Esmeralda's inquiries':

1. Attached is Fort Bend County's updated table 2 budgets (pg. 5 of PDF).
2. USACE 404 permits have been issued and noted in the memo as requested (pg. 1 of PDF).
3. Reduce the number of parcels to be acquired from 50 to 41. County staff will submit the revised Initial Acquisition Report to GM.

Thank you,

Annie

From: Ann Linthicum
Sent: April 12, 2022 12:17 PM
To: Benjamin Parry <benjamin.parry.glo@recovery.texas.gov>
Subject: RE: --DIRECTOR'S SIGNATURE-- Change Request #1: Fort Bend Co. Harvey-Infrastructure #20-065-092-C257

As per Esmeralda's email, I've requested the county submit a revised table 2; hopefully, I will get it by the end of next week.

From: Benjamin Parry <benjamin.parry.glo@recovery.texas.gov>
Sent: April 12, 2022 11:49 AM
To: Ann Linthicum <Ann.Linthicum.glo@recovery.texas.gov>
Subject: FW: --DIRECTOR'S SIGNATURE-- Change Request #1: Fort Bend Co. Harvey-Infrastructure #20-065-092-C257

Hi Annie,

Did you send a response to me on this? I am not sure I've seen it. We are trying to make sure we get our End-of-April contracts cleared out.

Best,

Ben

From: Benjamin Parry
Sent: Friday, April 1, 2022 7:13 AM
To: Ann Linthicum <Ann.Linthicum.glo@recovery.texas.gov>
Cc: CDR - SR Contract Change Req GLO <srcontractchangereq.glo@recovery.texas.gov>
Subject: FW: --DIRECTOR'S SIGNATURE-- Change Request #1: Fort Bend Co. Harvey-Infrastructure #20-065-092-C257

Dear Annie,

Can you make the changes that Esmeralda has specified in her response, please. Let me know how long this might take.

Best,

Ben

From: Esmeralda Sanchez <Esmeralda.Sanchez.glo@recovery.texas.gov>
Sent: Thursday, March 31, 2022 9:19 AM
To: Benjamin Parry <benjamin.parry.glo@recovery.texas.gov>
Cc: CDR - SR Contract Change Req GLO <srcontractchangereq.glo@recovery.texas.gov>; Diana Garcia <diana.garcia.glo@recovery.texas.gov>; Caley Carmichael <Caley.Carmichael.glo@recovery.texas.gov>; Ann Linthicum <Ann.Linthicum.glo@recovery.texas.gov>
Subject: RE: --DIRECTOR'S SIGNATURE-- Change Request #1: Fort Bend Co. Harvey-Infrastructure #20-065-092-C257

Good morning Ben,

I've reviewed the request and although we can proceed with the 24 month extension, I have a few comments that will need to be addressed before approval, please see below:

Although the contract budget/award amount is not changing, the request reflects a reduction in linear feet and a revised starting point, essentially a reduction in scope. The packet includes a narrative from the County indicating they will need the full amount, however we need an updated Table 2 to support this statement. The Table 2 in the packet is dated 2019, which may be from the original packet. The engineer should produce an updated table 2/cost estimate to reflect the reduced scope of work since the performance measure has been decreased by 7,300 LF.

The approval memo indicates USACE permit renewal delayed the project. The meeting notes dated 2/4/2022 indicate the USACE 404 permit was received 1/21/2022. Please add this detail to the memo, so it is clear that although the USACE permit was delayed, it has now been received. It will also help close the loop since the dates on some of the supporting documents go back to August 2021.

Additionally, does the reduction in scope impact the number of parcels to be acquired for construction/ROW? If so, an updated initial acq report is needed, but this will not impact the progress or submission of the change request.

Please reach out if you have any questions.

Thanks,

esmeralda



Esmeralda R. Sánchez, MPH
Director | Grant Management
Community Development & Revitalization
Texas General Land Office, George P. Bush, Commissioner
Office (512) 475-5041 | recovery.texas.gov

From: Benjamin Parry <benjamin.parry.glo@recovery.texas.gov>
Sent: Friday, March 18, 2022 8:55 AM
To: Esmeralda Sanchez <Esmeralda.Sanchez.glo@recovery.texas.gov>
Cc: CDR - SR Contract Change Req GLO <srcontractchangereq.glo@recovery.texas.gov>; Diana Garcia <diana.garcia.glo@recovery.texas.gov>; Caley Carmichael <Caley.Carmichael.glo@recovery.texas.gov>; Ann Linthicum <Ann.Linthicum.glo@recovery.texas.gov>
Subject: --DIRECTOR'S SIGNATURE-- Change Request #1: Fort Bend Co. Harvey-Infrastructure #20-065-092-C257

Dear Esmeralda,

Presented for your consideration is a contract amendment for FBC HVIInf. It involves a time extension and a reduction of scope. Budget and beneficiaries do not change. The need for the changes is driven by a permitting delay. The reason it is being raised to your adjudication is because of the duration of the extension requested (ca. 2 years). Let me know if you have questions about this request.

Respectfully,

Ben

From: Ann Linthicum <Ann.Linthicum.glo@recovery.texas.gov>
Sent: Tuesday, March 15, 2022 4:32 PM
To: Caley Carmichael <Caley.Carmichael.glo@recovery.texas.gov>; Benjamin Parry <benjamin.parry.glo@recovery.texas.gov>
Cc: Linda Majani <linda.majani.GLO@recovery.TEXAS.GOV>; CDR - SR Contract Change Req GLO <srcontractchangereq.glo@recovery.texas.gov>
Subject: Change Request #1: Fort Bend Co. Harvey-Infrastructure #20-065-092-C257

Hello:

Fort Bend County engineer confirmed the original budget amount will be needed to complete the Big Creek project. The attached pdf file includes a copy of the county's email and table 2 as submitted at the time of application.

Thank you,

Annie

From: Ann Linthicum
Sent: February 28, 2022 10:02 AM

To: Benjamin Parry <benjamin.parry.glo@recovery.texas.gov>
Cc: CDR - SR Draws GLO <srdraws.glo@recovery.texas.gov>; Linda Majani <linda.majani.GLO@recovery.TEXAS.GOV>
Subject: Change Request #1: Fort Bend Co. Harvey-Infrastructure #20-065-092-C257

Ben, I've relayed your question to Fort Bend County. Please see below for justification as to why (1) a revised budget and (2) property appraisals reports were not provided:

1. ***"The one thing this package is missing is a justification by the sub of why the diminished scope still costs the same despite shedding 7k LF of work."***

From: Fambrough, Brian
To: Ann.Linthicum
Cc: Jancock, Jeffrey
Subject: [EXTERNAL] Big Creek Grant - Time Extension Request
Date: February 25, 2022 2:58:44 PM

Annie,

As we discussed earlier on the phone, the District feels that the full amount of the original contract is still needed for the Big Creek project. Although the length of the work for the original Big Creek contract was decreased by approximately 7300 feet, when the downstream starting point was moved from FM 2977 to Pleak Road, we have seen property values and costs increase during the past 3 years. The Fort Bend County Appraisal District's records for 6 properties (5 residential, 1 agricultural), within the limits of the project, were checked and the increase in appraised value between 2019 and 2021 ranged from 19% to 69%, which is a substantial increase in property values. Looking at the Bureau of Labor statistics, the rate of inflation between 2019 and 2022 is approximately 9%; therefore, the labor and material costs for construction are anticipated to be higher than the original estimate in 2019. Our expectation is that the full amount of \$ 13,060,895 from the original contract will be needed to complete the acquisition and construction of the project.

If you need any additional information from me, please let me know. Thanks for all your work helping the District with this project.

Thank you,

Brian G. Fambrough, P.E., R.P.L.S., C.F.M.
Engineer III
Fort Bend County Drainage District
(281) 342-2863

CAUTION: This email originated from OUTSIDE of the Texas General Land Office. Links or attachments may be dangerous. Please be careful clicking on any links or opening any attachments.

2. ***"Justification materials in the packet, e.g., revised Table 2, property appraisals,"***

[Table 2 budget](#) is a reasonable estimate of the construction cost for a future project. The county does not believe a budget reduction is warranted and provided explanations in the email above.

[Property appraisal reports](#) – none provided.

The county will need to contract with a licensed appraiser to accomplish this task. This project has not received AUGF approval from the GLO, and therefore if FBC proceeds with hiring an appraiser, they would have committed a "choice limiting action," the Cardinal sin according to HUDs guidelines.

Additionally, at contract close-out, any funds that are not utilized will be de-obligated. I hope that the above responses will suffice to move this amendment forward.

Thank you,

Annie

From: Benjamin Parry <benjamin.parry.glo@recovery.texas.gov>
Sent: February 23, 2022 4:20 PM
To: Ann Linthicum <Ann.Linthicum.glo@recovery.texas.gov>
Cc: CDR - SR Contract Change Req GLO <srcontractchangereq.glo@recovery.texas.gov>; Linda Majani <linda.majani.GLO@recovery.TEXAS.GOV>
Subject: RE: Change Request #1: Fort Bend Co. Harvey-Infrastructure #20-065-092-C257

Dear Annie,

Ok, I've done my review. I understand the need for the extension and that is justified, as is the scope change. The one thing this package is missing is a justification by the sub of why the diminished scope still costs the same despite shedding 7k LF of work. Now, I did see the note in the checklist about inflation and competitive cost of property. That all makes sense, but the only thing to tell me that is your comments in the checklist, not **justification materials in the packet, e.g., revised Table 2, property appraisals, that kind of thing. I'm not saying I don't get it, I'm saying the documentation isn't present. Did FBC send anything like that?**

Best,

Ben

From: Linda Majani <linda.majani.GLO@recovery.TEXAS.GOV>
Sent: Thursday, February 17, 2022 10:55 AM
To: Benjamin Parry <benjamin.parry.glo@recovery.texas.gov>

Cc: CDR - SR Contract Change Req GLO <srcontractchangereq.glo@recovery.texas.gov>; Ann Linthicum <Ann.Linthicum.glo@recovery.texas.gov>

Subject: FW: Change Request #1: Fort Bend Co. Harvey-Infrastructure #20-065-092-C257

Good morning Ben,

I have reviewed Fort Bend County's amendment request and approved it.

I recommend managerial oversight due to the extension length and the environmental aspect. The possibility of choice-limiting action came up, but I mark it as resolved from the documentation provided. Annie and the County initiated a series of steps involving the GLO's Contract and Environmental Teams and HUD. Their decisions confirmed that we could make the changes that Fort Bend County has requested.

Thanks for your time and consideration.

Regards,



Linda Majani, MPA
Grant Manager |
Community Development & Revitalization
Texas General Land Office, George P. Bush, Commissioner
Office (512) 475 - 5030 | recovery.texas.gov

From: Caley Carmichael <Caley.Carmichael.glo@recovery.texas.gov>

Sent: Thursday, February 10, 2022 9:54 AM

To: Linda Majani <linda.majani.GLO@recovery.TEXAS.GOV>; Ann Linthicum <Ann.Linthicum.glo@recovery.texas.gov>

Subject: FW: Change Request #1: Fort Bend Co. Harvey-Infrastructure #20-065-092-C257

Thank you, Annie! I have updated the CR tracker and assigned Linda to this review. Linda, let me know if you need me to reassign due to your workload.

From: Ann Linthicum <Ann.Linthicum.glo@recovery.texas.gov>

Sent: Wednesday, February 9, 2022 6:56 PM

To: Caley Carmichael <Caley.Carmichael.glo@recovery.texas.gov>

Subject: Change Request #1: Fort Bend Co. Harvey-Infrastructure #20-065-092-C257

Hi Caley,

Fort Bend County is requesting (1) a no-cost time extension (24 months); (2) revision to the project starting point on attachment A.

Attached are documents for your review:

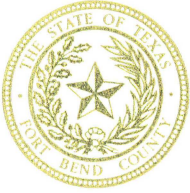
1. Change request memo to Director and supporting documents
2. Change request checklist
3. Completed DRF
4. Redline attachment A

Please let me know if you have any questions.

Thank you,



Annie Linthicum
Grant Manager
Community Development & Revitalization
Texas General Land Office | George P. Bush, Commissioner
Cell: 512-696-6569 | recovery.texas.gov

A-1

DRAINAGE DISTRICT
Fort Bend County, Texas

Time Extension Request

August 24, 2021

Ms. Heather Lagrone, Senior Deputy Director
Texas General Land Office
P.O. Box 12873
Austin, Texas 78711-2873

Re: Time Extension Request for CDBG-DR Grant
GLO Contract No. 20-065-092-C257

Dear Ms. Lagrone,

Fort Bend County is requesting a twenty-four (24) month, no cost time extension for the Big Creek CDBG-DR Grant (Contract No. 20-065-092-C257). The contract was executed on March 11, 2020 and has a termination date of May 31, 2022. With a 24 month extension, the new contract end date will be on May 31, 2024.

The contract extension is needed due to a long delay by the U.S. Army Corps of Engineers in processing the renewal of the Section 404 permit. The original Section 404 permit expired on December 31, 2019, and the County expected to receive the permit extension, from the USACE, during the first quarter of 2020. Due to the unforeseen COVID 19 pandemic and personnel changes by the Corps, the Section 404 permit extension was finally received on January 21, 2021. With only ten (10) months left before the contract ends on May 31, 2022, additional time is desperately needed for our staff and contractors to carry out all tasks required for the procurement, acquisition, design and construction of this most urgent project to reduce the risk of future flooding and to keep our citizens safe.

Due to the massive size of the Big Creek project, which includes four miles of channel excavation with a budgeted construction cost of \$ 9,658,113.00, additional time is needed to complete the project. The project engineer, Civil-Tech, Inc., has prepared a preliminary project schedule, a copy of which is attached, and estimates that construction of the project will be completed on April 29, 2024 with final inspection and close-out completed on May 27, 2024. The twenty-four (24) month extension will allow the County to complete the Big Creek expansion project and expend 100 percent of the allocated funds.

We are grateful to receive funding from the GLO to fully complete one of the most important drainage projects in Fort Bend County. Your approval of this request is greatly appreciated as we continue our work of serving the citizens of Fort Bend County. If you have any questions, please do not hesitate to contact Mark Vogler, Drainage District Chief Engineer, at 281-342-2863.

Sincerely,

A handwritten signature in blue ink that reads "K.P. George".

The Honorable K.P. George
Fort Bend County Judge

**FORT BEND COUNTY
20-065-092-C257****PERFORMANCE STATEMENT**

Hurricane Harvey overwhelmed the drainage system of Fort Bend County (Subrecipient). Heavy rainfall caused flooding of homes and streets. This threatened public health, safety, and welfare. Subrecipient will conduct drainage and acquisition Infrastructure improvements that target homes that are the most vulnerable to flooding to facilitate proper stormwater conveyance and reduce the impact of future flooding.

Subrecipient shall perform the Activities identified herein for the target area specified in its approved Texas Community Development Block Grant Disaster Recovery Supplemental Grant Application to aid areas most impacted by Hurricane Harvey. The persons to benefit from the Activities described herein must receive the prescribed service or benefit, and all eligibility requirements must be met to fulfill contractual obligations.

The grant total is \$17,417,192.00. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record of the GLO's Community Development and Revitalization division (GLO-CDR).

Flood and Drainage Facilities

Subrecipient shall widen and deepen the existing Big Creek watershed channel. Construction shall take place at the location identified below.

Flood and Drainage Facilities	Location Approximate Lat/Long	Proposed HUD Performance Measures	Census Tract	Block Group
Big Creek Expansion	FM 297 to Cottonwood Creek – Spur 10 29.4719, -95.80474	29,375 LF	6754 6755 6756 6757	1, 2 2 1 2

This Activity shall benefit eighteen thousand six hundred eighty (18,680) persons. Of these persons, eight thousand eight hundred (8,800), or forty-seven and eleven hundredths percent (47.11%), are of low to moderate-income. Fort Bend County was identified by HUD as an FY2019 Exception Grantee (based on 2011-2015 ACS data), reducing their LMI threshold for benefit to 45.93%.

Project Description (Acquisition)

Subrecipient will provide an Acquisition program for approximately **nineteen (19)** non-residential properties affected by Hurricane Harvey. Assistance will be provided to non-residential property owners who are located in a floodway or reside in a repetitive flood area and who agree to relocate to outside the floodway or a location of reduced flood risk. The properties acquired with funds provided under this Contract may be used for green space or for an eligible use, as defined by the

Federal Register (final use deed restriction must be recorded in perpetuity at closing) and the GLO Implementation Manual. Refer to the approved Project Guidelines for further technical guidance on the final use of the acquired property.

An environmental review must be conducted and all Project locations must receive environmental clearance prior to the execution of any agreements with property owners that present choice-limiting actions or prior to the commencement of any physical work, including demolition work, on the properties.

BUDGET

HUD Activity Type	Grant Award	Other Funds	Total
Rehabilitation/Reconstruction of Public Improvements	\$13,060,895.00 \$13,740,994.95	\$0.00	\$13,060,895.00 \$13,740,994.95
Acquisition – General	\$4,262,381.00 \$3,582,281.05	\$0.00	\$4,262,381.00 \$3,582,281.05
Housing Incentives to Encourage Resettlement	\$93,916.00	\$0.00	\$93,916.00
Total	\$17,417,192.00	\$0.00	\$17,417,192.00

MILESTONES - DRAINAGE

Milestones	Not-To-Exceed Draw Percentages					
	Construction Funds	Engineering Funds	Grant Administration Funds	Special Environmental Funds	Environmental Funds	Acquisition Funds
Project Kick-Off Meeting and Start-up Documentation			15%			
Engineering Contract Executed		30%				
Environmental Contract Executed			30%			
100% Design Approval		60%				
Special Environmental Report Approval				100%		
Authority to Use Grant Funds			50%		100%	
Acquisition Start						100%
Bid Advertisement		70%	60%			
Construction Notice to Proceed	85%	85%	85%			
As-Built Plans/ COCC/FWCR	100%	100%	95%			

Grant Completion Report Approval			100%			
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Acquisition Benchmarks for Release of Project Delivery Funding

The following Benchmarks must be achieved prior to Subrecipient being permitted to draw the associated amount of Project Delivery funding for this Contract.

Project Delivery costs generally include costs for case management, applicant intake, and a broad environmental review, and other reasonable approved costs. The total Project Delivery costs will not exceed twelve percent (12%) of the total grant allocation.

Benchmarks	Caps for Charging Project Delivery Costs	
	Incremental	Cumulative
Approval of Project 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/Activities closed by Subrecipient	20%	95%
Grant Completion Report accepted	5%	100%



Open Market Purchase Order EP017012

Status: 3PS - Sent

 General Items Vendor Address Accounting Routing Attachments(11) Notes(2) Change Orders Reminders **Summary**

Header Information

Purchase Order Number:	EP017012	Release Number:	0	Short Description:	Harvey 5B Local Infrastructure H-GAC Fort Bend County 20-065-092- C257
Status:	3PS - Sent	Purchaser:	Mahsa Azadi	Receipt Method:	Dollars
Fiscal Year:	2020	PO Type:	Open Market	Minor Status:	
Organization:	Texas General Land Office and Veterans Land Board	Location:	26102 - INFRASTRUCTURE	Type Code:	
Department:	26000 - Community Development and Revitalization	Entered Date:	03/13/2020 10:28:31 AM	Control Code:	
Alternate ID:	20-065-092-C257	Retainage %:	0.00%	Discount %:	0.00%
Days ARO:	0	Promised Date:		Print Dest Detail:	If Different
Required By Date:		Tax Rate:		Actual Cost:	\$17,417,192.00
Pcard Enabled:	No	Bill-to Address:	Texas General Land Office Community Development and Revitalization Contact Name: Brenda Lucero PO Box 12873 Austin, TX 78711-2873 USA Email: DR.Billing@glo.texas.gov Phone: (512)475-5095		
Contact Instructions:	Contact Jennifer Rodgers at (512)475-5145				
Print Format:	PO Print				
Ship-to Address:	Texas General Land Office and Veterans Land Board Stephen F Austin Building 1700 North Congress Ave Room B-30 Contact Name: Chris Symons Austin, TX 78701-1495 USA Email: chris.symons@glo.texas.gov Phone: (512)463-8264				
Doc Type:	9				
PCC:					
Date to Legal:					
Prepayment?:					
Recycled Product Code:					
Recycled Product Amount:					
Notes:	Name - Fort Bend County TIN - 17460019692 DUNS - 081497075 KP George 301 Jackson Street, Suite 602 Richmond, TX 77469 281-341-8608 county.judge@fortbendcountytexas.gov Project contract: Marilyn Kindell 281-343-4410 marilyn.kindell@fortbendcountytexas.gov NAME: Fort Bend County AMOUNT: \$17,417,192.00 DESCRIPTION: NEW GLO Contract 20-065-092-C257 FUNDING: Hurricane Harvey Infrastructure EFFECTIVE DATE: Upon date of last signature END DATE: 2 years from date of last signature JUSTIFICATION: Hurricane Harvey Infrastructure ASSOCIATED AMENDMENTS: NONE				

Attachments



- [Standard Terms](#)
- [PO Terms and Conditions 7.0](#)
- [Fort Bend Co DUNS.pdf](#)
- [Fort Bend Co TIN.pdf](#)
- [Fort Bend County INF 424.pdf](#)
- [HGAC Allocation Summary Page~44.pdf](#)
- [HUD LMI Exemption - Fort Bend County.pdf](#)
- [New BSO Request HV1 Fort Bend County Infrastructure.pdf](#)
- [FortBendCo-HVInf_FNL-AttA_AL_2019-12-31.docx](#)

Agency Forms:

Vendor Files:

Vendor Forms:

Primary Vendor Information & PO Terms

Vendor:	00024406 - Fort Bend County	Preferred Delivery Method:	Email
Remit-to Address:	KP George 301 Jackson Street Richmond, TX 77469-3108 USA Email: county.judge@fortbendcountytexas.gov Phone: (281)341-8608 Id: 24246	Payment Terms:	Shipping Method:
PO Mailing Address:	KP George 301 Jackson Street Richmond, TX 77469-3108 USA Email: county.judge@fortbendcountytexas.gov Phone: (281)341-8608 Id: 24246	Shipping Terms:	Freight Terms:

Invoice Information

There are no invoices.

Item Information +

Approval Path:

Approval Path - VENDORCHK - (Vendor Check)

Delete	Order Sequence	Approver	Alternate Approver	Level	Date Requested	Date	Action	Comments
	1	Mark Lawley		1	03/13/2020 12:55 PM	03/13/2020 01:17 PM	Approved (Mark Lawley)	No Known Conflicts

Approval Path - FEDPROCREV - (Federal Procurement Review)



2 Vendor write

05/13/2020 01:17 PM - 05/13/2020 01:20 PM

Approved (w/Ansa Azadi)

The agency complied with the agency's and comptroller's contract management guide and the state procurement manual in the purchase.

Print

Print Vendor Copy

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TXGLO_GLO_AWS_PROD_BUYSPEED_2_bso

PROCESSES

GL History Report

WO	Vendor	PO#	Rel.	Amount	Fund	Doc #	Ref Doc #	Invoice #	Date

\$0.00

Friday, May 27, 2022

2:45 PM

HR
PROCESS

Certificate Of Completion

Envelope Id: 0651985274734804B7BC1996B72842C3
 Subject: \$0 Amendment No. 1: 20-065-092-C257 - Fort Bend County (Texas GLO)
 Source Envelope:
 Document Pages: 41
 Certificate Pages: 5
 AutoNav: Enabled
 Enveloped Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent
 Envelope Originator:
 Shirley De La Cruz
 1700 Congress Ave
 Austin, TX 78701
 Shirley.DeLaCruz@glo.texas.gov
 IP Address: 165.225.34.70


Record Tracking

Status: Original
 5/31/2022 2:49:37 PM
 Holder: Shirley De La Cruz
 Shirley.DeLaCruz@glo.texas.gov
 Location: DocuSign

Signer Events

Ginger Mills
 ginger.mills@glo.texas.gov
 Attorney
 Texas General Land Office, Office of General Counsel
 Security Level: Email, Account Authentication (None)

Signature


 Signature Adoption: Pre-selected Style
 Signed by link sent to ginger.mills@glo.texas.gov
 Using IP Address: 165.225.34.79

Timestamp

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 Viewed: 5/31/2022 4:10:05 PM
 Signed: 5/31/2022 4:11:48 PM

Electronic Record and Signature Disclosure:
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
Ann Linthicum
 ann.linthicum.glo@recovery.texas.gov
 Grant Manager
 Texas General Land Office
 Security Level: Email, Account Authentication (None)


 Signature Adoption: Pre-selected Style
 Signed by link sent to ann.linthicum.glo@recovery.texas.gov
 Using IP Address: 98.40.168.146

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 Signed: 5/31/2022 8:54:10 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign


Heather Lagrone
 heather.lagrone.glo@recovery.texas.gov
 Texas General Land Office
 Security Level: Email, Account Authentication (None)


 Signature Adoption: Pre-selected Style
 Signed by link sent to heather.lagrone.glo@recovery.texas.gov
 Using IP Address: 107.77.221.152
 Signed using mobile

Sent: 5/31/2022 8:54:23 PM
 Viewed: 6/1/2022 7:33:00 AM
 Signed: 6/1/2022 7:33:07 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Marc Barenblat
 marc.barenblat@glo.texas.gov
 Deputy General Counsel
 Texas General Land Office
 Security Level: Email, Account Authentication (None)


 Signature Adoption: Pre-selected Style
 Signed by link sent to marc.barenblat@glo.texas.gov
 Using IP Address: 136.226.12.177

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 Viewed: 6/1/2022 4:39:19 PM
 Signed: 6/1/2022 4:40:03 PM

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
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Jeff Gordon
jeff.gordon@glo.texas.gov
General Counsel
Texas General Land Office
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Signed by link sent to jeff.gordon@glo.texas.gov
Using IP Address: 165.225.34.84

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Electronic Record and Signature Disclosure:
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KP George
county.judge@fortbendcountytexas.gov
Security Level: Email, Account Authentication (None)

Sent: 6/1/2022 4:51:06 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Mark A. Havens
Mark.Havens@GLO.TEXAS.GOV
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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BSO Team
bsorequests@recovery.texas.gov
Texas General Land Office
Security Level: Email, Account Authentication (None)



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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Joseph Cardona
joseph.cardona@glo.texas.gov
Team Lead/Contract Manager
Texas General Land Office
Security Level: Email, Account Authentication (None)



Sent: 5/31/2022 3:04:01 PM
Resent: 5/31/2022 3:22:53 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
<p>Drafting Requests draftingrequests@GLO.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; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 5/31/2022 3:04:02 PM
<p>Kelly McBride kelly.mcbride@glo.texas.gov Director of CMD 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; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 5/31/2022 3:04:02 PM
<p>Shirley De La Cruz shirley.delacruz@glo.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; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 5/31/2022 3:04:02 PM
<p>Robert Sonnier Bob.Sonnier@glo.texas.gov Purchaser 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; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 5/31/2022 3:04:02 PM
<p>Matthew Anderson matthew.anderson.glo@recovery.texas.gov 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; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 5/31/2022 4:11:55 PM
<p>Accounting Team DR.SystemAccess@glo.texas.gov 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; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 5/31/2022 4:11:56 PM
<p>Esmeralda Sanchez Esmeralda.Sanchez.glo@recovery.texas.gov Manager 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; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 5/31/2022 4:11:56 PM
<p>Colin Nickells Colin.Nickells.GLO@recovery.TEXAS.GOV Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure:</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 5/31/2022 8:54:17 PM

Carbon Copy Events	Status	Timestamp
<p>Not Offered via DocuSign</p> <p>Diane Hill-Smith diane.hill-smith.glo@recovery.texas.gov 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; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 5/31/2022 8:54:23 PM
<p>Benjamin Parry benjamin.parry.glo@recovery.texas.gov 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; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 6/1/2022 4:51:03 PM
<p>Commissioner George P. Bush GeorgeP@glo.texas.gov Commissioner, General Land Office 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; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 6/1/2022 4:51:04 PM
<p>Marilynn Kindell marilynn.kindell@fortbendcountytexas.gov 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; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 6/1/2022 4:51:05 PM
<p>Katie Lawrence Katie.Lawrence@glo.texas.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>HUB HUB@glo.texas.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Martin Rivera Jr martin.rivera.glo@recovery.texas.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Pamela Mathews pamela.mathews.glo@recovery.texas.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		

Carbon Copy Events	Status	Timestamp
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Ryne Zmolik
ryne.zmolik.glo@recovery.texas.gov
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Denise Hall
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Michelle Esper-Martin
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Tanya Masike
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Jeana Bores
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Electronic Record and Signature Disclosure:
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Caley Carmichael
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Suzanne Nelson
suzanne.nelson.glo@recovery.texas.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Payment Events	Status	Timestamps
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