



**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.”

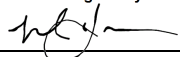
- 12. **ATTACHMENT A** to the Contract, **Performance Statement, Budget, and Benchmarks for Infrastructure Projects**, is deleted in its entirety and replaced with the **Revised Performance Statement, Budget, and Benchmarks for Infrastructure Projects**, attached hereto and incorporated herein in its 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.

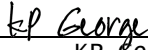
SIGNATURE PAGE FOLLOWS






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

GENERAL LAND OFFICE

FORT BEND COUNTY

DocuSigned by:

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Mark A. Havens, Chief Clerk/
Deputy Land Commissioner
Date of execution: 7/14/2022

DocuSigned by:

E5465870D26193...
Name: KP George
Title: County Judge
Date of execution: 7/12/2022

- 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.

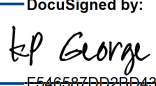
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

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.

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| <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> | <p>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).</p> <p>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.</p> <p>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.).</p> <p>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."</p> <p>19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.</p> <p>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.</p> |
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|--|-----------------------------|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL DocuSigned by:  <small>F546587DD2BD433...</small> | TITLE County Judge |
| APPLICANT ORGANIZATION Fort Bend County | DATE SUBMITTED 7/12/2022 |

**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

AWARD NUMBER AND/OR PROJECT NAME

Fort Bend County

20-065-092-C257

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

KP George

County Judge

SIGNATURE

DocuSigned by:

DATE



7/12/2022

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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

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| 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

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

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.

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

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

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

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.*

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

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.

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

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.

**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 | \$0.00 | \$13,060,895.00 |
| Acquisition – General | \$4,262,381.00 | \$0.00 | \$4,262,381.00 |
| 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% |



GLO CONTRACT NO. 20-065-092-C257
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY PROGRAM INFRASTRUCTURE PROJECTS
NON-RESEARCH & DEVELOPMENT
HARVEY ROUND 1 FUNDING

The **GENERAL LAND OFFICE** (“the GLO”), a Texas state agency, and **FORT BEND COUNTY**, Texas Identification Number (TIN) **17460019692** (“Subrecipient”), each a “Party” and collectively “the Parties,” enter into this Subrecipient agreement (the “Contract”) under the U.S. Department of Housing and Urban Development’s Community Development Block Grant Disaster Recovery (“CDBG-DR”) program to provide financial assistance with funds appropriated under the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56), enacted on September 8, 2017, to facilitate disaster recovery, restoration, and economic revitalization and to affirmatively further fair housing, in accordance with Executive Order 12892, in areas affected by the Texas Hurricane Harvey (DR-4332), which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*).

Through CDBG-DR Federal Award Number B-17-DM-48-0001, awarded February 9, 2018, as amended August 14, 2018, and as may be further amended from time to time, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, “Community Development Block Grants/State’s program and Non-Entitlement Grants in Hawaii”), as approved by the Texas Land Commissioner, and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

ARTICLE I - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND SUBAWARD

(a) **Scope of Project**

The purpose of this Contract is to set forth the terms and conditions of Subrecipient’s participation in the CDBG-DR program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, the Infrastructure Activities defined in **Attachment A** (the “Project”). Subrecipient shall conduct the Project in strict accordance with this Contract, including all Contract Documents listed in **SECTION 1.02**, below, and any Amendments, Revisions, or Technical Guidance Letters issued by the GLO.

(b) **Subaward**

Subrecipient submitted a Grant Application under the Program. The GLO enters into this Contract based on Subrecipient's approved Grant Application.

Subject to the terms and conditions of this Contract and Subrecipient's approved Grant Application, the GLO shall issue a subaward to Subrecipient in an amount not to exceed **\$17,417,192.00**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract, and the Performance Statement, Budget, and Benchmarks for Infrastructure Projects in **Attachment A**.

The GLO is not liable to Subrecipient for any costs Subrecipient incurs before the effective date of this Contract or after the expiration or termination of this Contract. The GLO, in its sole discretion, may reimburse Subrecipient for allowable program costs incurred before the effective date of this Contract, in accordance with federal law.

All other funds obtained by Subrecipient, regardless of the source, that are utilized on Subrecipient's CDBG-DR Activities are subject to compliance with all Federal and State regulations governing this Contract.

1.02 CONTRACT DOCUMENTS

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

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

1.03 GUIDANCE DOCUMENTS

Subrecipient is deemed to have read and understood, and shall abide by, all Guidance Documents applicable to the CDBG-DR program, including, without limitation:

- (a) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- (b) the relevant Federal Register publications;
- (c) the Action Plan; and
- (d) the applicable Method of Distribution; and

- (e) Other Guidance Documents posted at: <http://recovery.texas.gov/action-plans/hurricane-harvey/index.html>.

All Guidance Documents are incorporated herein in their entirety for all purposes.

1.04 DEFINITIONS

“[Acquisition](#)” means the purchase by Subrecipient of residential real property in a floodplain or Disaster Risk Reduction Area for any public purpose, as further defined in 42 U.S.C. §5305(a)(1). Subrecipient may acquire property through voluntary relinquishment by the property owner upon purchase or through its eminent domain authority.

“[Act](#)” means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301, *et seq.*).

“[Action Plan](#)” means the State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1, as amended, found at <http://recovery.texas.gov/hud-requirements-reports/hurricane-harvey/index.html>.

“[Activity](#)” means a defined class of works or services eligible to be accomplished using CDBG-DR funds. Activities are specified in Subrecipient Performance Statement and Budget in **Attachment A**.

“[Administrative and Audit Regulations](#)” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including Title 2, Part 200, Code of Federal Regulations and Chapters 321 and 2155 of the Texas Government Code.

“[Amendment](#)” means a written agreement, signed by the Parties hereto, that documents alterations to the Contract other than those permitted by Technical Guidance Letters or Revisions, as herein defined.

“[Application](#)” or “[Grant Application](#)” means the information Subrecipient provided that is the basis for the award of funding under this Contract.

“[As Built Plans](#)” means the revised set of drawings submitted by a contractor upon completion of a project or a particular job that reflect all changes made in the specifications and working drawings during the construction process, and show the exact dimensions, geometry, and location of all elements of the work completed under the project.

“[Attachment](#)” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference, as if physically attached.

“[Benchmark](#)” means the milestones identified in **Attachment A** that define Deliverables required for release of funding throughout the life of the Contract.

“[Budget](#)” means the budget for the Activities funded by the Contract, a copy of which is included in **Attachment A**.

“[Buyout](#)” means an Acquisition by Subrecipient of residential property in a floodplain or Disaster Risk Reduction Area with the intent to reduce risk of real and personal property damage from future flooding events. Real property purchased under a local Buyout

program is subject to post-acquisition land use restrictions, which require any structures on the property to be demolished or relocated and the land reverted to a natural floodplain, converted into a retention area, or retained as green space for recreational purposes.

“[CDBG-DR](#)” means the U.S. Department of Housing and Urban Development’s Community Development Block Grant Disaster Recovery program.

“[Certificate of Construction Completion](#)” or “[COCC](#)” means a document to be executed by the Subrecipient, Subrecipient’s construction contractor, and Subrecipient’s engineer for each construction project that, when fully executed, provides final performance measures for the project and indicates acceptance of the completed Project.

“[C.F.R.](#)” means the United States Code of Federal Regulations.

“[Contract](#)” means this entire document, along with any Attachments, both physical and incorporated by reference, and any Amendments, Revisions, or Technical Guidance Letters the GLO may issue, to be incorporated by reference herein for all purposes as they are issued.

“[Contract Documents](#)” means the documents listed in **SECTION 1.02**.

“[Contract Period](#)” means the period of time between the effective date of the Contract and its expiration or termination date.

“[Deliverable\(s\)](#)” means the work product(s) required to be submitted to the GLO as set forth in the Performance Statement and Benchmarks, which are included in **Attachment A**.

“[Disaster Risk Reduction Area](#)” means a clearly delineated area established by Subrecipient in which residential properties suffered damage from Hurricane Harvey and the safety and well-being of area residents are at risk from future flooding events.

“[Equipment](#)” means tangible personal property with a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more per unit, as further defined at 2 C.F.R. § 200.313.

“[Event of Default](#)” means the occurrence of any of the events set forth in **SECTION 3.03**, herein.

“[Federal Assurances](#)” means Standard Form 424B (for non-construction projects) or Standard Form 424D (for construction projects), as applicable, in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[Federal Certifications](#)” means the document titled “Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87” and Standard Form LLL, “Disclosure of Lobbying Activities,” also in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[Federal Register](#)” means the official journal of the federal government of the United States that contains government agency rules, proposed rules, and public notices, including U.S. Department of Housing and Urban Development Federal Register Docket Nos. FR-6066-N-01 and FR-6109-N-01 and any other publication affecting Hurricane Harvey – Round 1 CDBG-DR funding allocations.

“[Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[FWCR](#)” means Final Wage Compliance Report, a report prepared by Subrecipient at the completion of each federally funded project certifying that all workers on the project have been paid contract-specified prevailing wages and that any restitution owed to workers has been paid.

“[GAAP](#)” means “generally accepted accounting principles.”

“[GASB](#)” means accounting principles as defined by the Governmental Accounting Standards Board.

“[General Affirmations](#)” means the affirmations in **Attachment C**, which Subrecipient certifies by signing this Contract.

“[GLO](#)” means the Texas General Land Office and its officers, employees, and designees.

“[GLO Implementation Manual](#)” means the manual created by the GLO for Subrecipients of CDBG-DR grant allocations to provide guidance and training on the policies and procedures required to effectively implement CDBG-DR programs and timely spend grant funds.

“[Grant Completion Report](#)” means a report containing an as-built accounting of all projects completed under a CDBG-DR program and all information required for final acceptance of Deliverables and Contract closeout.

“[Guidance Documents](#)” means the documents referenced in **Section 1.03**.

“[HUD](#)” means the United States Department of Housing and Urban Development.

“[Implementation Schedule](#)” means the schedule that establishes Project milestones Subrecipient will utilize to ensure timely expenditures and project completion.

“[Infrastructure](#)” means a project involving repairs to or replacement of public works facilities and systems, including roads, bridges, dams, water and sewer systems, railways, subways, airports, and harbors.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

“[MOD](#)” means Method of Distribution, referring to a document developed for a specific region that outlines the distribution of CDBG-DR long-term disaster recovery funding to counties, cities, and local government entities in the region.

“[Monthly Activity Status Report](#)” means Project Benchmark status reports required under **SECTION 4.02** and included as **Attachment F** of this Contract.

“[Performance Statement](#)” means the statement of work for the Project in **Attachment A**, which includes specific Benchmarks and Activities, provides specific Project details and location(s), and lists Project beneficiaries.

“[Program](#)” means the Community Development Block Grant Disaster Recovery program, administered by HUD and the GLO.

“[Project](#)” means the work to be performed under this Contract, as described in **SECTION 1.01(a)** and **Attachment A**.

“[Project Manager](#)” means the authorized representative of the GLO responsible for the day-to-day management of a Project and the direction of staff and independent contractors in the performance of work relating thereto.

“[Prompt Pay Act](#)” means Chapter 2251 of the Texas Government Code.

“[Public Information Act](#)” or “[PIA](#)” means Chapter 552 of the Texas Government Code.

“[Revision](#)” means the GLO’s written approval of changes to Deliverable due dates, movement of funds among budget categories, and other Contract adjustments the GLO may approve without a formal Amendment.

“[Start Up Documentation](#)” means the documents identified in Section 2.8.1 of the *GLO CDBG-DR Implementation Manual* that must be completed and/or submitted to the GLO as specified in **SECTION 4.01**, below, before the GLO may reimburse Subrecipient for any invoiced expenses.

“[Subrecipient](#)” means Fort Bend County, a recipient of federal CDBG-DR funds through the GLO as the pass-through funding agency. Subrecipient may also be referred to as “Provider” herein.

“[Technical Guidance Letter](#)” or “[TGL](#)” means an instruction, clarification, or interpretation of the terms or requirements of this Contract, issued by the GLO and provided to Subrecipient, that is applicable to specific subject matters pertaining to this Contract and to which the addressed Program participants shall be subject.

“[U.S.C.](#)” means the United States Code.

1.05 INTERPRETIVE PROVISIONS

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- (c) The term “including” means “including, without limitation.”
- (d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto executed according to the contract’s terms and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto by the enacting authority.
- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.

- (f) The limitations, regulations, and policies contained herein are cumulative and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.
- (g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase “in its/their sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any such approval, consent, or waiver.
- (h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.
- (i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.
- (j) Time is of the essence in this Contract.
- (k) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations, including, but not limited to, those included in **Attachment D**; the Contract; **Attachment A**; **Attachment E**; **Attachment B**; **Attachment C**; **Attachment F**; **Attachment G**; **Attachment H**; applicable Guidance Documents, and the GLO Implementation Manual. Conflicts or inconsistencies between GLO Implementation Manual and this Contract, any laws, rules or regulations, or any of the Guidance Documents should be reported to the GLO for clarification of the GLO Implementation Manual.

ARTICLE II – REIMBURSEMENT, ADVANCE PAYMENT, BUDGET VARIANCE, AND INCOME

2.01 REIMBURSEMENT REQUESTS

Each invoice submitted by Subrecipient shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted via email to DR.Billing@glo.texas.gov, or through the GLO’s system of record, if specified by Technical Guidance Letter under this Contract.

Subrecipient must submit, and the GLO must approve, all invoices for incurred expenses related to a specific Benchmark, including invoices for expenses incurred by any subcontractor, before Subrecipient will be reimbursed for expenses related to succeeding Benchmarks, as outlined in **Attachment A**.

2.02 TIMELY EXPENDITURES

In accordance with the Federal Register and to ensure timely expenditure of grant funds, Subrecipient shall submit reimbursement requests under this Contract, at a minimum, quarterly.

THE GLO MUST RECEIVE A REIMBURSEMENT REQUEST FOR AN INCURRED EXPENSE NOT LATER THAN ONE HUNDRED TWENTY (120) DAYS FROM THE DATE SUBRECIPIENT

OR ANY OF ITS SUBCONTRACTORS INCURS THE EXPENSE. THE GLO MAY, IN ITS SOLE DISCRETION, DENY REIMBURSEMENT REQUESTS THAT DO NOT MEET THIS REQUIREMENT.

Subrecipient shall make timely payments to its subcontractors in accordance with Chapter 2251 of the Texas Government Code.

Subrecipient shall submit final reimbursement requests to the GLO no later than sixty (60) days after this Contract expires or is terminated. The GLO, in its sole discretion, may deny payment and de-obligate remaining funds from the contract sixty (60) days after expiration or termination of the Contract. The GLO's ability to de-obligate funds under this **Section 2.02** notwithstanding, the GLO shall pay all eligible reimbursement requests.

2.03 VARIANCE

Amendments to decrease or increase the subaward amount or to add or delete an Activity may be made only by written agreement of the Parties, under the formal Amendment process described in **SECTION 8.15**, below. Upon completion of the Project, the GLO shall formally close out the Project by issuing a close-out letter to Subrecipient. The GLO may, in its sole discretion and in conformance with federal law, approve other adjustments required during Project performance through a Revision or Technical Guidance Letter. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

SUBRECIPIENT SHALL SUBMIT A FINAL BUDGET AND ACTUAL EXPENDITURES AS PART OF THE GRANT COMPLETION REPORT TO THE GLO NO LATER THAN SIXTY (60) DAYS AFTER THE CONTRACT TERMINATES OR EXPIRES OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. THE GRANT COMPLETION REPORT SHALL BE IN A FORMAT PRESCRIBED BY THE GLO AND SHALL CONFIRM COMPLETION OF ALL ACTIVITIES PERFORMED UNDER THIS CONTRACT.

2.04 PROGRAM INCOME

In accordance with 2 C.F.R. § 200.307, Subrecipient shall maintain records of the receipt and accrual of all Program Income, as Program Income is defined at 2 C.F.R. § 200.80. 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.

2.05 SUBAWARD OFFER SUBJECT TO CANCELLATION

IF SUBRECIPIENT DOES NOT RETURN THE ORIGINAL SIGNED CONTRACT TO THE GLO WITHIN SIXTY (60) DAYS OF TRANSMITTAL OF THE CONTRACT TO SUBRECIPIENT, SUBAWARD FUNDING FOR THE PROJECT MAY BE SUBJECT TO CANCELLATION, IN THE SOLE DISCRETION OF THE GLO.

ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date signed by the last Party, and shall terminate on **May 31, 2022** ("Contract Period"), or upon the completion of all

Benchmarks listed in **Attachment A**, and required closeout procedures, whichever occurs first. **Subrecipient must meet all Project Benchmarks in Attachment A. Subrecipient's failure to meet any Benchmark may result in suspension of payment or termination under Sections 3.02, 3.03, or 3.04, below.**

Upon receipt of a written request and acceptable justification from Subrecipient, the GLO may amend this Contract to extend the Contract Period. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE BY WRITTEN AMENDMENT.**

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (a) Subrecipient fails to comply with any term, covenant, or provision contained in this Contract; (b) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (c) Subrecipient makes a materially incorrect representation or warranty in a Performance Statement, a reimbursement request for payment, or any report submitted to the GLO under the Contract. Prior to a determination of an Event of Default, the GLO shall allow a thirty (30) day period to cure any deficiency or potential cause of an Event of Default. The GLO may extend the time allowed to cure any deficiency or potential cause of an Event of Default. The GLO shall not arbitrarily withhold approval of an extension of the time allowed to cure a deficiency or potential cause of an Event of Default. In no event shall the amount of time allowed to cure a deficiency or potential cause of an Event of Default extend beyond the Contract Period.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any Event of Default, the GLO may avail itself of any equitable or legal remedy available to it, including without limitation, withholding payment, disallowing all or part of noncompliant Activities, or suspending or terminating the Contract.

The Parties' rights or remedies under this Contract are not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The GLO's failure to insist upon the strict observance or performance of any of the provisions of this Contract or to exercise any right or remedy provided in this Contract shall not impair, waive, or relinquish any such right or remedy with respect to another Event of Default.

ARTICLE IV - CONTRACT ADMINISTRATION

4.01 SUBMISSIONS – GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **SECTION 8.10** of the Contract and all other reports and documentation the GLO requires, any report, form, document, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

If Subrecipient fails to submit to the GLO in a timely and satisfactory manner any report required by this Contract, the GLO, in its sole discretion, may withhold any payments, pending Subrecipient’s correction of the deficiency.

(a) **Start Up Documentation**

Not later than the close of business sixty (60) days after the effective date of this Contract, Subrecipient must submit Start Up Documentation to the GLO.

(b) **Forms**

In conformance with required state and federal laws applicable to the Contract:

- (i) Subrecipient certifies, by the execution of this Contract, all statements in **Attachment C**, General Affirmations;
- (ii) Subrecipient must execute Standard Form 424D, Federal Assurances for Construction Programs, found at Page 1 of **Attachment B**;
- (iii) Subrecipient must execute the “Certification Regarding Lobbying Compliant with Appendix A to 24 C.F.R. Part 87,” found at Page 3 of **Attachment B**; and
- (iv) If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, “Disclosure of Lobbying Activities,” found at Page 4 of **Attachment B**.

4.02 MONTHLY ACTIVITY STATUS REPORTS

Subrecipient must provide monthly Activity status reporting, in the format prescribed in **Attachment F** (Monthly Activity Status Report), for each individual Activity identified in **Attachment A**. The Monthly Activity Status Report is due on the first day of each month for the duration of the Contract. Any licenses or permits required for the work identified in **Attachment A** shall be included as a part of the Monthly Activity Status Report for the period during which they are obtained, pursuant to **Section 8.01**, herein. Subrecipient shall email Monthly Activity Status Reports to DR.Status.Reporting@recovery.texas.gov.

4.03 HUD CONTRACT REPORTING REQUIREMENT

HUD requires the GLO to maintain a public website that accounts for the use and administration of all GLO-administered CDBG-DR grant funds. To assist the GLO in meeting this requirement, Subrecipient must prepare and submit monthly to the GLO a written summary of all contracts procured by Subrecipient using grant funds awarded under this Contract. Reports shall be submitted to cdsubsreporting@recovery.texas.gov,

unless otherwise specified in a Technical Guidance Letter issued under this Contract. Subrecipient shall only report contracts as defined in 2 CFR § 200.22. Subrecipient must use a template developed by HUD to prepare the monthly reports, attached hereto as **Attachment H** and accessible online at <https://www.hudexchange.info/resource/3898/public-law-113-2-contract-reporting-template/>. Additional information about this reporting requirement is available in Federal Register publications governing the Hurricane Harvey CDBG-DR funding allocation.

ARTICLE V - FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated under the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56), enacted on September 8, 2017, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by the Texas Hurricane Harvey (DR-4332), which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-DR Program and any other applicable laws. **All funds disbursed under this Contract are subject to recapture and repayment for non-compliance.**
- (b) **To participate in the CDBG-DR program, Subrecipient must have a Data Universal Numbering System (DUNS) number and a Commercial and Government Entity (CAGE) code. Subrecipient must report its DUNS number and CAGE code to the GLO for use in various reporting documents. A DUNS number and CAGE code may be obtained by visiting the System for Award Management website at <https://www.sam.gov>. Assistance with this website is available by calling 866-606-8220.**

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6, of the Texas Constitution, all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- (b) Any claim by Subrecipient for damages under this Contract may not exceed the amount due and owing Subrecipient under the Contract or the amount of funds appropriated for payment, but not yet paid to Subrecipient, under the annual

budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

5.03 RECAPTURE OF FUNDS

Subrecipient shall conduct, in a satisfactory manner as determined by the GLO, the Activities as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under **Section 3.02** notwithstanding, the GLO may terminate the Contract and recapture, and be reimbursed by Subrecipient for, any payments made by the GLO (a) that exceed the maximum allowable HUD rate; (b) that are not allowed under applicable laws, rules, and regulations; or (c) that are otherwise inconsistent with this Contract, including any unapproved expenditures. **This recapture provision applies to any funds expended for the Project or any Activity that does not meet a CDBG-DR Program National Objective as specified in the Performance Statement in Attachment A or that is not otherwise eligible under CDBG-DR regulations.**

5.04 OVERPAYMENT AND DISALLOWED COSTS

Subrecipient shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Subrecipient shall reimburse disallowed costs from funds which were not provided or otherwise made available to Subrecipient under this Contract.

5.05 FINAL BENCHMARK

To ensure full performance of the Project, the GLO has set aside an amount equal to five percent (5%) of Subrecipient's subaward until completion and acceptance by the GLO of all Activities and Benchmarks identified in the Performance Statement in **Attachment A**. The GLO shall make a final disbursement only upon receipt of documentation sufficient to determine that Subrecipient has completed the Activities in accordance with the Performance Statement, the Contract Documents, and all applicable laws, rules, and regulations.

ARTICLE VI - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

- (a) The Parties shall jointly own all right, title, and interest in and to all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract, with each Party having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the other Party and without expense or charge.
- (b) Subrecipient grants the GLO and HUD a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any

material or information developed and/or required to be delivered under this Contract.

6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, the State of Texas, U.S. Government, or any government employee, endorses a product, service, or position the Subrecipient represents. Subrecipient may not release information relating to this Contract or state or imply that the GLO, the State of Texas, or the U.S. Government approves of Subrecipient's work products or considers Subrecipient's work product to be superior to other products or services.

6.03 DISCLAIMER REQUIRED

Subrecipient shall include a disclaimer on all public information releases issued pursuant to this Contract stating that the funds for this Project or any Program are provided by Subrecipient and the Texas General Land Office through HUD's CDBG Program.

ARTICLE VII - RECORDS, AUDIT, AND RETENTION

7.01 BOOKS AND RECORDS

Subrecipient shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records sufficient to allow the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives to determine Subrecipient's compliance with this Contract and all applicable laws, rules, and regulations, including the applicable laws and regulations provided in **Attachment D**.

7.02 INSPECTION AND AUDIT

(a) All records related to this Contract, including records of Subrecipient and its subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at the Subrecipient's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.

(b) 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. 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. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.** Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.

- (c) Subrecipient will be deemed to have read and know of all applicable federal, state, and local laws, regulations, and rules pertaining to the Project, including those identified in **Attachment D**, governing audit requirements.

7.03 SUBRECIPIENT SELF-AUDIT AND TARGETED AUDITS

(a) **Subrecipient Self-Audit**

Upon the GLO's or HUD's approval, Subrecipient may conduct an annual financial and compliance audit of funds received and performance rendered under this Contract. Subrecipient may use funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the Activities funded under this Contract, provided that the GLO shall not pay the cost of such audit services until the GLO has received Subrecipient's satisfactory audit report and invoice, as determined by the GLO. The invoice submitted for reimbursement must clearly show the percentage of cost allocable to the Activities funded under this Contract relative to the total cost of the audit services. Therefore, Subrecipient shall submit an invoice showing the total cost of the audit and the corresponding prorated charge per funding source. If applicable, Subrecipient shall submit an explanation with the reimbursement request, explaining why the percentage of audit fees exceeds the prorated amount allowable.

(b) **Targeted Audits and Monitoring Visits**

The GLO may at any time perform, or instruct the performance of, an annual program and/or fiscal audit, or conduct a special or targeted audit of any aspect of the Subrecipient's operation, using an auditor of the GLO's choice. Subrecipient shall maintain financial and other records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

7.04 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period of three (3) years subsequent to the final closeout of the overall State of Texas CDBG-DR program, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

Subrecipient shall procure and maintain for the duration of this Contract any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient shall pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay any such government obligations not paid by its subcontractors during performance of this Contract. **Subrecipient shall include copies of such licenses and permits as a part of the Monthly Activity Status Report for the period during which they are obtained.**

8.02 INDEMNITY

To the extent permitted under the law, except for damages directly or proximately caused by the gross negligence of the GLO, Subrecipient shall indemnify and hold harmless the State of Texas, the GLO, and the officers, representatives, agents, and employees of the State of Texas and the GLO from any losses, claims, suits, actions, damages, or liability (including all costs and expenses of defending against all of the aforementioned) arising in connection with:

- (a) **This Contract;**
- (b) **Any negligence, act, omission, or misconduct in the performance of the services referenced herein; or**
- (c) **Any claims or amounts arising or recoverable under federal or state workers' compensation laws, the Texas Tort Claims Act, or any other such laws.**

Subrecipient shall be responsible for the safety and well-being of its employees, customers, and invitees. These requirements shall survive the term of this Contract until all claims have been settled or resolved and suitable evidence to that effect has been furnished to the GLO. The provisions of this Section shall survive termination of this Contract.

8.03 INSURANCE AND BOND REQUIREMENTS

- (a) Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.
- (b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this Section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy

period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by the Subrecipient shall not relieve or decrease the liability of the person or entity. **Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties.**

- (c) Subrecipient shall require performance and payment bonds to the extent they are required under Chapter 2253 of the Texas Government Code.
- (d) **Subrecipient shall require, on all construction projects, that any person or entity required to provide Federal Construction Assurances shall complete form SF-424D, entitled "Assurances – Construction Programs," and Subrecipient shall maintain such documentation.**

8.04 ASSIGNMENT AND SUBCONTRACTS

Subrecipient shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the GLO's prior written consent. Notwithstanding this provision, Subrecipient may subcontract some or all of the services to be performed under this Contract. In any subcontracts, Subrecipient shall legally bind the subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Subrecipient as specified in this Contract. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered and/or the services rendered by Subrecipient and/or any of its subcontractors comply with all the terms and provisions of this Contract.

For subcontracts to which Federal Labor Standards requirements apply, Subrecipient shall submit to the GLO all documentation required to ensure compliance. Subrecipient shall retain five percent (5%) of the payment due under each of Subrecipient's construction or rehabilitation subcontracts until the GLO determines that the Federal Labor Standards requirements applicable to each such subcontract have been satisfied.

8.05 PROCUREMENT

Subrecipient must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.326 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Subrecipient must confirm that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

Texas Comptroller's Vendor Performance Program at:

<https://comptroller.texas.gov/purchasing/>;

and the Federal General Services Administration's System for Award Management at:

<https://www.sam.gov/>.

8.06 PURCHASES AND EQUIPMENT

Any purchase of Equipment or computer software shall be made in accordance with all applicable laws, regulations, and rules including those listed in **Attachment D**. Subrecipient shall retain title to and possession of any Equipment or computer software unless and until transferred to the GLO, upon the GLO's written request, or disposed of in accordance with federal regulations. Subrecipient shall furnish, with its final request for reimbursement, a list of all Equipment and computer software purchased with Program funds under the Contract, including the name of the manufacturer, the model number, and the serial number, if applicable. The disposition of any Equipment or computer software shall be in accordance with all applicable laws, regulations, and rules, including those listed in **Attachment D**.

8.07 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **ARTICLE VII**, above, may initiate communications with any subcontractor, and may request access to any books, documents, personnel, papers, and records of a subcontractor which are pertinent to this Contract. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as provided in **ARTICLE VII** herein.

8.08 RELATIONSHIP OF THE PARTIES

Subrecipient is associated with the GLO only for the purposes and to the extent specified in this Contract. Subrecipient is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, employer-employee or principal-agent relationships, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Subrecipient or any other party. Subrecipient shall be solely responsible for, and the GLO shall have no obligation with respect to: withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or contributions by the State to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State.

8.09 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Subrecipient shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including those listed in **Attachments B, C, and D**. Subrecipient is deemed to know and understand all applicable laws, statutes, ordinances, and regulations affecting its performance under this Contract.

8.10 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (certified, postage paid, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below.

GLO

Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, TX 78701
Attention: Contract Management Division

Subrecipient

Fort Bend County
301 Jackson Street
Richmond, Texas 77469
Attention: KP George

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party as herein provided.

8.11 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Subrecipient irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any document related hereto. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.12 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

8.13 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Subrecipient shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Subrecipient to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.14 PUBLIC RECORDS

Information related to the performance of this Contract may be subject to the Public Information Act (“PIA”) and will be withheld from public disclosure or released only in accordance therewith. Subrecipient shall make any information created or exchanged with the state pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state/the GLO. Subrecipient shall make any information required under the PIA available to the GLO in portable document file (“.pdf”) format or any other format agreed between the Parties. Subrecipient’s failure to mark as “confidential” or a “trade secret” any information it believes to be excepted from disclosure waives all claims Subrecipient may make against the GLO for releasing such information without prior notice to Subrecipient.

Subrecipient shall release the following information upon receipt of an open records request:

- (a) The amount of CDBG-DR funds expected to be made available;
- (b) The range of Activities that may be undertaken with CDBG-DR funds;
- (c) The estimated amount of CDBG-DR funds proposed to be used for Activities that will meet the national objective of benefit to low- and moderate-income persons; and
- (d) The proposed CDBG-DR Activities likely to result in displacement and the Subrecipient’s anti-displacement and relocation plan.

8.15 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the subaward, to add or delete an Activity, to extend the term of the Contract, and/or to make other substantial amendments to the Contract may be made only by written agreement of the Parties, under the formal Amendment process except that, upon completion of the Project, the GLO shall issue a close-out letter pursuant to **SECTION 2.03**. The formal Amendment process requires submission by the GLO Project Manager of the proposed amended language or amount to the GLO Contract Management Division for the preparation of a formal Amendment and circulation for necessary GLO and Subrecipient signatures. In the sole discretion of the GLO, and in conformance with federal law, the GLO may approve other adjustments required during Project performance by the GLO by way of a Revision or Technical Guidance Letter unilaterally issued by the GLO and acknowledged by the Subrecipient. Such approvals must be in writing and may be delivered by U.S. mail or electronic mail.

Pursuant to **SECTION 2.03** hereof, a final **Grant Completion Report** of all Activities performed under this Contract shall be submitted to the GLO and shall include all such informal revisions approved by the GLO over the life of the Contract.

8.16 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its Attachments, Technical Guidance Letter(s), and/or Revision(s) issued in conjunction with this Contract, if any, constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations,

negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in Attachment(s), Technical Guidance Letter(s), and/or Revision(s) shall be harmonized with this Contract to the extent possible. Unless an Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the Contract.

8.17 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. Subrecipient acknowledges that this Contract is effective for the period of time specified in the Contract. Any work performed by Subrecipient after the Contract terminates is performed at the sole risk of Subrecipient.

8.18 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

8.19 SURVIVAL

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

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. The GLO will close the contract in accordance with 2 C.F.R. §§ 200.343 through 200.345 and GLO CDBG-DR guidelines consistent therewith. The GLO will notify Subrecipient via official closeout letter upon review and approval of the final Grant Completion Report.

8.21 INDIRECT COST RATES

Unless, under the terms of 2 C.F.R. Part 200, Appendix V, Subrecipient has negotiated or does negotiate an indirect cost rate with the federal government, subject to periodic renegotiations of the rate during the Contract Period, or is exempt from such negotiations and has developed and maintains an auditable central service cost allocation plan, Subrecipient's indirect cost rate shall be set by 2 C.F.R. § 200.414(f), i.e., ten percent (10%).

8.22 CONFLICT OF INTEREST

(a) Subrecipient shall abide by the provisions of this Section and include the provisions in all subcontracts. Subrecipient shall comply with all conflict of interest laws and regulations applicable to the Program.

- (b) Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

8.23 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as “Force Majeure”), then, while so prevented, the affected Party’s obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure in writing and, if possible, such notice must set forth the extent and duration thereof. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure when it is possible to do so and shall resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Subrecipient.

8.24 ENVIRONMENTAL CLEARANCE REQUIREMENTS

- (a) Subrecipient is responsible for conducting environmental reviews and for obtaining any environmental clearance necessary for successful completion of the Project. Subrecipient shall prepare an environmental review or assessment of each Activity in accordance with applicable laws, regulations, rules, and guidance. Subrecipient shall maintain a written Environmental Review Record (“ERR”) for each Activity, including all supporting source documentation and documentation to support any project mitigation. Subrecipient shall provide a copy of the ERR and all related source documentation to the GLO.
- (b) Subrecipient shall address inquiries and complaints and shall provide appropriate redress related to environmental Activities. Subrecipient shall document each communication issued or received hereunder in the related ERR.
- (c) The GLO may, in its sole discretion, reimburse Subrecipient for certain exempt environmental Activities, as defined in federal regulations. Reimbursement requests for exempt environmental Activities must be supported by the proper HUD-prescribed form.
- (d) The Parties acknowledge and understand that the GLO may enter into Interagency agreements with the Texas Historical Commission and other entities in order to facilitate any necessary environmental or historic review. The GLO may incorporate one or more Interagency agreements into this contract via a Technical Guidance Letter.

8.25 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS

- (a) Subrecipient must ensure that all citizens have equal and ongoing access to information about the Project, including ensuring that Project information is available in the appropriate languages for the geographical area served by the Subrecipient. Information furnished to citizens shall include, without limitation:
 - (i) The amount of CDBG-DR funds expected to be made available;
 - (ii) The range of Activities that may be undertaken with the CDBG-DR funds;
 - (iii) The estimated amount of the CDBG-DR funds proposed to be used for Activities meeting the national objective of benefiting low-to-moderate income persons; and
 - (iv) A clear statement of such and the entity's anti-displacement and relocation plan if any proposed CDBG-DR Activities are likely to result in displacement.
- (b) Complaint Procedures: Subrecipient must have written citizen complaint procedures that provide a timely written response (within fifteen (15) working days) to complaints and grievances. Subrecipient shall notify citizens of the location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.
- (c) Technical Assistance: If requested, Subrecipient shall provide technical assistance to persons of low and moderate income in completing their applications under the Project.
- (d) Subrecipient shall maintain a citizen participation file that includes a copy of the Subrecipient's complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g., meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any technical assistance requested and/or provided.

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 8.25 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.”

8.27 PROCUREMENT OF RECOVERED MATERIALS

- (a) To the extent applicable, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - (i) Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - (ii) In a way that meets Contract performance requirements; or
 - (iii) At a reasonable price.
- (b) Additional information about the requirement in 2 CFR § 200.322 for the maximum use of recovered/recycled materials, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8.28 EQUAL OPPORTUNITY CLAUSE

Provider hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

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

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

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

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

Provider further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts, as defined in 41 C.F.R. § 60-1.3, and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Provider agrees that if it fails or refuses to comply with these undertakings, the GLO may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Contract; refrain from extending any further assistance to Provider under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from Provider; and refer the case to the Department of Justice for appropriate legal proceedings.

8.29 INFORMATION AND DATA SECURITY STANDARDS

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

8.30 STATEMENTS OR ENTRIES

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001.

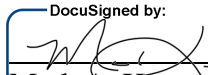
Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Subrecipient representative hereby declares that he/she has examined this Contract and Attachments, and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Subrecipient are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

SIGNATURE PAGE FOLLOWS

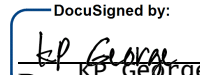
**SIGNATURE PAGE FOR GLO CONTRACT NO. 20-065-092-C257
INFRASTRUCTURE SUBRECIPIENT CONTRACT AGREEMENT – HARVEY ROUND 1**

GENERAL LAND OFFICE

FORT BEND COUNTY

DocuSigned by:


Mark A. Havens, Chief Clerk/
Deputy Land Commissioner


DocuSigned by:



By: KP George
Title: County Judge


Date of execution: 3/11/2020


Date of execution: 3/11/2020

OGC 

PM 

SDD 

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GC 

ATTACHED TO THIS CONTRACT:

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

ATTACHMENTS FOLLOW

ASSURANCES - CONSTRUCTION PROGRAMSOMB Approval No. 4040-0009
Expiration Date: 02/28/2022

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.

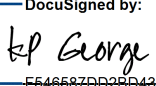
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

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 progress 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 for 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 non-discrimination 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.

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| <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> | <p>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).</p> <p>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.</p> <p>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.).</p> <p>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."</p> <p>19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.</p> <p>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.</p> |
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| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL DocuSigned by:  <small>F546587DD28D433...</small> | TITLE County Judge |
| APPLICANT ORGANIZATION Fort Bend County | DATE SUBMITTED 3/11/2020 |

SF-424D (Rev. 7-97) Back

THIS FORM MUST BE EXECUTED

**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

KP George

County Judge

SIGNATURE
DocuSigned by:



DATE

3/11/2020

1 24 C.F.R. 87 App. A, available at <https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA>. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

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: 02/28/2022

| | | |
|---|---|--|
| 1. *Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance | 2. *Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award | 3. *Report Type: a. initial filing _____ b. material change |
| 4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Name: _____ Street 1: Street 2: City: _____ State: _____ Zip: _____ Congressional District, if known: | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: | |
| 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 <i>(if individual, last name, first name, MI):</i> | b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> | |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: _____ Print Name: _____ 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.

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 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 (4040-0013), Washington, DC 20503.

General Affirmations

To the extent they apply, 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. 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.
3. 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.
4. 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.
5. 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.
6. Pursuant to Section 2155.003 of the Texas Government Code, 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.
7. Payments due under the Contract shall be directly applied towards eliminating any debt or delinquency Subrecipient owes to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.
8. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.

9. 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.
10. If the Contract is not for architecture, engineering, or construction services, 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.**
11. If the Contract is for architecture, engineering, or construction services, 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.**
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the 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 the 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 of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the 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 the 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 the 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. 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. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas 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.
 - 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.
12. If Texas Government Code Chapter 2270 prohibiting state contracts with companies boycotting Israel applies to Subrecipient and this Contract, then Subrecipient verifies it does not boycott Israel and will not boycott Israel during the term of this Contract.
 13. 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 Contract are subject to the availability of state 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.
 14. Subrecipient certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
 15. 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.

16. 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.
17. 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.
18. 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.
19. If the Contract is for professional or consulting services governed by Texas Government Code Chapter 2254, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were former employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the Contract.
20. 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 the GLO.
21. 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.

22. 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 THE CONTRACTOR 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.
23. 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 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.

24. Subrecipient has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of the Contract.
25. 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.
26. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.
27. 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.
28. 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.

29. 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.
30. 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.
31. Subrecipient expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Subrecipient represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.
32. 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.

33. 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.
34. 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 shall report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO's Fraud Reporting hotline at (877) 888-0002.
35. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and Subrecipient agrees that the Contract can be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.
36. 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.
37. 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.

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations.

Provider is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual; and

State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1, dated April 6, 2018, as amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with

24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u): 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to

HUD programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.*), particularly section 3 (16 U.S.C. § 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and
Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

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SPECIAL CONDITIONS

If applicable to a Project or Activity, Subrecipient must be in compliance with the following Special Conditions and any other State, Federal, or local laws, rules, and regulations as may be applicable, throughout the term of the Contract, prior to the release of any grant funds for the Projects or Activities anticipated.

Subrecipient is deemed to have read and to understand the requirements of each of the following, if applicable to the Project or any Activity under this Contract:

A. REIMBURSEMENT, GENERALLY

As provided for in Public Law 115-56, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

- (1) Subrecipient must provide documentation which indicates they have received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.
- (2) Where Activities specified in a Performance Statement, involve structures that are located in Special Flood Hazard Areas (SFHA), flood insurance may be required, and Subrecipient shall obtain such insurance, and shall maintain documentation evidencing compliance with such requirements.
- (3) Subrecipient acknowledges and agrees that if any property that is the subject of an Activity under this Contract located within a floodplain, that the following terms and conditions shall apply:
 - a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001-4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
 - i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP") (44 CFR parts 59 through 79), or less than one (1) year has passed since the FEMA notification regarding such hazards; and
 - ii. The community is participating in the NFIP, or that flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
 - b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.
 - c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 515a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a

person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if:

- i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and
 - ii. The person failed to obtain and maintain flood insurance.
- d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Subrecipient shall require and maintain copies, in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. WATER SYSTEM IMPROVEMENTS

- (1) Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.
- (2) Prior to construction, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.
- (3) Prior to Subrecipient submission of the Project Completion Report for any water system improvements described in Attachment A, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290—Rules and Regulations for Public Water Systems.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described, Subrecipient shall provide certification that plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the Texas Commission on Environmental Quality (TCEQ) review requirements described in 30 Texas Administrative Code, Chapter 217, Subchapter D.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Subrecipient shall provide notification of the start of construction on any sewer treatment plant of other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.

In addition, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served has been issued by the TCEQ.

G. SEPTIC SYSTEM IMPROVEMENTS

- (1) Subrecipient shall provide documentation that final plans, specifications, and installation of its septic system improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.
- (2) Subrecipient shall mitigate all existing septic systems in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b), which states, "All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall have the wastewater removed by a waste transporter, holding a current registration with the executive director. All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall be filled to ground level with fill material (less than three inches in diameter), which is free of organic and construction debris."
- (3) Prior to the selection of program recipients for proposed On-Site Sewer Facilities (OSSF), Subrecipient shall provide a copy of its proposed program guidelines to for GLO review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285 Subchapter D.

H. BUILDING CONSTRUCTION

Subrecipient shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Part 4, Chapter 68. If estimated construction costs exceed Fifty Thousand Dollars (\$50,000.00), Construction Documents must be submitted to the Texas Department of Licensing and Regulation (TDLR) for an accessibility plan review.

I. BRIDGE CONSTRUCTION/REHABILITATION

Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction, and documentation of such approval must be provided to the GLO.

J. DISASTER SHELTERS

Subrecipient shall ensure that the primary purpose of the facility, as described in Attachment A, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition Subrecipient shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Texas Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of Subrecipient's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

K. DEBRIS REMOVAL

Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal

property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA Debris Management Guide regarding the use of TDSR sites. This document may be obtained at <https://www.fema.gov/pdf/government/grant/pa/demagde.pdf>.

In order to maintain the life expectancy of landfills, Subrecipients disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

L. USE OF BONDS

Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the project funded under this Contract.

M. PROGRAM GUIDELINES

Prior to the selection of program beneficiaries, Subrecipient shall provide to the GLO, for GLO review and approval, a copy of its proposed guidelines for the program. The guidelines must meet or exceed to requirements in the Federal Registers. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

N. AFFORDABILITY PERIODS FOR SINGLE-FAMILY HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE:

For single-family non-rental housing assistance provided by Subrecipient, Subrecipient shall implement the following affordability period: for rehabilitation or reconstruction of housing projects, a minimum* three-year affordability period guaranteed by an unsecured forgivable promissory note and for new construction housing projects, a minimum* five-year affordability period guaranteed by an unsecured forgivable promissory note.

O. UNSECURED FORGIVABLE PROMISSORY NOTE (“NOTE”)

An unsecured forgivable promissory note shall be issued at an interest rate of zero-percent (0%). Provided that all terms and conditions contained in the Note continue to be fulfilled, a Note will be forgiven according to the following terms, as applicable, until the applicant fulfills their note requirement (the requirements are defined in the promissory note document): for a three-year

* Subrecipient may establish a longer affordability period at its own discretion.

Note, at a rate of 33 percent per year, for the first two years, and 34 percent after the third year; and for a five-year Note, at a rate of 20% per year.

- (1) If the homeowner occupies the home for the full Note term, the Note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred or vacated by the homeowner for any consecutive thirty (30) day period during the Note term, the repayment provisions of the promissory note and DOT shall be enforced.
- (2) If, during the Note term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by the program director, city council, or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and the determination that the national objective of benefiting low to moderate-income persons was met.
- (3) The national objective will be considered met only when the program director, city council, or county commissioners court determines that a low- to moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. If the national objective was not achieved, Subrecipient is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the forgivable Note.
- (4) If the property is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the DPL must be repaid by the Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the Note or repayment of the assistance (in full or in part), the Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.
- (5) Monitoring of the Note is performed during and after the grant is closed. Subrecipient must utilize non-CDBG-DR funds to fulfill the monitoring obligations for its impacted recovered community.
- (6) The subrecipient will maintain a list of homeowners that do not maintain flood insurance as documented in their promissory note. These applicants will not be allowed to received future assistance as outlined in Section B of this document.

P. RENTAL HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

The rental housing assistance will provided be provided in the following forms: for rehabilitation or reconstruction of multi-family rental projects with eight or more units, a minimum fifteen (15) year forgivable loan or grant at zero interest; and for new construction multi-family rental projects with five or more units, a minimum twenty (20) year forgivable loan or grant at zero interest. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the note will be forgiven at a rate of 5 percent per year until the applicant fulfills their note requirement (the requirements are defined in the promissory note document).

The purpose of the program is to facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of the disaster event. A minimum of 51% of the multi-family units must be restricted during the affordability period of

twenty (20) years for low to moderate income (LMI) persons. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME rent limits are defined by HUD and must equal the lesser of fair market rents or 30% of the adjusted income for people earning 65% of the AMFI.

Q. COASTAL MANAGEMENT

Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

GLO Community Development and Revitalization Subrecipient Monthly Activity Status Report

Subrecipient must provide Monthly Activity Status Reporting at the site level for all sites identified in the Performance Statement and Budget (Attachment A) and relevant to the milestones therein. The Report is due the first day of each month for the duration of the Contract. Submit the report via email to: DR.Status.Reporting@recovery.texas.gov.

Subrecipient: _____

Contract #: _____

Preparer Name: _____ Contact Information: _____

Reporting Month/ Year: _____

| Activity Name: | | | | |
|----------------|-------------------|------------------------------|-----------------------------|----------------|
| Site | Current Milestone | Status Notes/Important Dates | Anticipated Completion Date | Program Income |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |
| | | | | |
| | | | | |

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|-------------------------------------|
| Overall Grant Status Summary |
|-------------------------------------|

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Provide any notes or information relevant to the overall contract. Examples: upcoming Amendment request status, Budget concerns expiration concerns, etc.

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

| |
|---------------------------------|
| Site-Level Budget Status |
|---------------------------------|

| Site | Total Budget | Total Expended | Balance | % Expended | |
|----------------|--------------|----------------|---------|------------|--|
| 1 | | | 0.00 | #DIV/0! | |
| 2 | | | 0.00 | #DIV/0! | |
| 3 | | | 0.00 | #DIV/0! | |
| 4 | | | 0.00 | #DIV/0! | |
| 5 | | | 0.00 | #DIV/0! | |
| 6 | | | 0.00 | #DIV/0! | |
| 7 | | | 0.00 | #DIV/0! | |
| 8 | | | 0.00 | #DIV/0! | |
| 9 | | | 0.00 | #DIV/0! | |
| 10 | | | 0.00 | #DIV/0! | |
| Totals: | 0.00 | 0.00 | 0.00 | #DIV/0! | |

GLO Information Security Appendix for Subrecipients

1. Definitions

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

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

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

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

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

2. Security and Privacy Compliance

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

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

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

3. Data Ownership and Return of Data

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

4. Data Mining

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

5. Breach of Security

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

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

6. Right to Audit

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

P.L. 113-2 Contract Reporting Template

Grantees are to use this template to summarize all procured contracts, including those procured by the grantee, recipients, or subrecipients. For the purposes of this requirement, recipients and subrecipients are defined as any entity receiving funds directly from the grantee. Definitions of each field can be found below. Grantees are to update and upload this template to their website and to DRGR using the Lead Agency's Administration activity each quarter as part of their QPR submissions by selecting the "add additional documents" link in page 1 of the edit activity screen. Please note the specific activity title and number where the template has been uploaded within the QPR's Overall Progress narrative. Please contact your CDP representative with any questions about the requirements pertaining to this template or submit a question to <https://www.onecpd.info/get-assistance/my-question/> for DRGR technical assistance.

Data Fields:

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

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



SUPPORTING DOCUMENTS



Search...

Catalog



Advanced



Open Market Requisition X0020895

Status: 1RRP - Ready for Purchasing



- General
- Items
- Vendors
- Address
- Accounting
- Routing
- Attachments(7)
- Notes(2)
- Reminders
- Summary**

System Warning(s)

Cloned requisition is **X0020899**

Vendor Validation Warnings

No recommended vendor.
Item # 1: No vendor, and there is no recommended vendor at header level.

Header Information

| | | | | | |
|-----------------------|--|--------------------|---|-------------------|-----------------------------|
| Requisition Number: | X0020895 | Short Description: | Harvey 5B Local Infrastructure H-GAC Fort Bend County 20-065-092-C257 | Status: | 1RRP - Ready for Purchasing |
| Organization: | Texas General Land Office and Veterans Land Board | | | | |
| Department: | 26000 - Community Development and Revitalization | Location: | 26102 - INFRASTRUCTURE | Required By Date: | |
| Entered Date: | 01/02/2020 | Requisition Type: | Open Market | Type Code: | |
| Requestor: | Jennifer Rodgers | Purchaser: | Vonda White | Fiscal Year: | 2020 |
| Contact: | Jennifer Rodgers | Contact Phone: | (512)475-5145 | Alternate ID: | 20-065-092-C257 |
| Estimated Cost: | \$17,417,192.00 | Print Format: | Requisition print form | | |
| Solicitation Enabled: | No | | | | |
| Invoice Method: | Three Way Match | | | | |
| P-Card Desired: | No | | | | |
| 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 | Bill-to Address: | Texas General Land Office Community Development and Revitalization Contact Name: Bonnie Kuhles PO Box 12873 Austin, TX 78711-2873 | | |
| Email: | chris.symons@glo.texas.gov Phone: (512)463-8264 | | Current Org: Texas General Land Office and Veterans Land Board January 17, 2020 7:43:28 AM CST DR.Billing@glo.texas.gov Phone: (512)475-5095 | | |
| 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

- Agency Files: [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:

Item Information

Approval Paths

Approval Path - DIR26102 - (INFRASTRUCTURE Director Approval)

| Delete | Order Sequence | Approver | Alternate Approver | Level | Date Requested | Date | Action | Comments |
|--------|----------------|----------------|--------------------|-------|---------------------|---------------------|---------------------------|----------|
| | 1 | Cynthia Hudson | Esmeralda Sanchez | 1 | 01/03/2020 08:31 AM | 01/13/2020 04:47 PM | Approved (Cynthia Hudson) | |

Approval Path - DEP26000 - (Community Development and Revitalization Deputy Approval)

| Delete | Order Sequence | Approver | Alternate Approver | Level | Date Requested | Date | Action | Comments |
|--------|----------------|-----------------|--------------------|-------|---------------------|---------------------|-------------------------------|-------------------------|
| | 2 | Heather Lagrone | Jet Hays | 1 | 01/13/2020 04:47 PM | 01/14/2020 05:10 PM | Approved (Samantha Rodriguez) | Approved per H.Lagrone. |

Approval Path - CDR26000 - (CDR Finance Approval)

| Delete | Order Sequence | Approver | Alternate Approver | Level | Date Requested | Date | Action | Comments |
|--------|----------------|---------------|--------------------|-------|---------------------|---------------------|--------------------------|----------|
| | 3 | Jeffrey Jandt | Bonnie Kuhles | 1 | 01/14/2020 05:10 PM | 01/16/2020 08:29 AM | Approved (Jeffrey Jandt) | |

Approval Path - BUDGET - (Budget Approval)

| Delete | Order Sequence | Approver | Alternate Approver | Level | Date Requested | Date | Action | Comments |
|--------|----------------|---------------|--|-------|---------------------|---------------------|----------------------|----------|
| | 4 | Kevin Wallace | Sarah Clawson Susan Dow Valerie Hooper Paul | 1 | 01/16/2020 08:29 AM | 01/16/2020 09:45 AM | Approved (Amy Minor) | |

Botello
Adel
Barrientos
Amy
Minor
Gayle
Eiben
Jason
Storey

5 Angie Williams Brent McNguyen 2 01/16/2020 09:45 AM 01/16/2020 10:17 AM Approved (Angie Williams)

Approval Path - CHIEF - (CHIEF Clerk Approval)

| Delete | Order Sequence | Approver | Alternate Approver | Level | Date Requested | Date | Action | Comments |
|--------|----------------|-------------|--------------------|-------|---------------------|---------------------|------------------------|----------|
| | 6 | David Repp | Warren Collier | 1 | 01/16/2020 10:17 AM | 01/16/2020 03:48 PM | Approved (David Repp) | |
| | 7 | Mark Havens | | 2 | 01/16/2020 03:48 PM | 01/16/2020 04:30 PM | Approved (Mark Havens) | |

Approval Path - PROCURE - (Procurement Approval)

| Delete | Order Sequence | Approver | Alternate Approver | Level | Date Requested | Date | Action | Comments |
|--------|----------------|-------------|--------------------|-------|---------------------|---------------------|------------------------|----------|
| | 8 | Suzanne Loy | | 1 | 01/16/2020 04:30 PM | 01/16/2020 04:42 PM | Approved (Suzanne Loy) | |

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TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

October 3, 2018

Chuck Wemple
Chief Operating Officer
Houston-Galveston Area Council
3555 Timmons Ln, Ste 120
Houston, TX 77027

Re: Houston-Galveston Area Council Method of Distribution (MOD) — 2017 Hurricane Harvey CDBG-DR Funds

Dear Mr. Wemple:

The Texas General Land Office Community Development and Revitalization program (GLO-CDR) has completed its review of materials submitted in support of Houston-Galveston Area Council's (H-GAC) proposed MOD for the Community Development Block Grant Disaster Recovery (CDBG-DR) funds reserved for communities affected by Hurricane Harvey. We are happy to inform you that H-GAC's MOD submitted on July 17, 2018, with supplemental material submitted on August 9, 2018 is approved.

GLO-CDR approves H-GAC's proposed allocation of Local Buyout and Acquisition Program and Local Infrastructure Program funds to the identified entities. The terms of the approval are noted below:

1. As part of the application process, subrecipients are required to hold a public hearing and conduct outreach to local governments; housing advocacy organizations; faith-based organizations; community groups representing protected classes and vulnerable populations; groups interested in fair housing issues; limited English proficient (LEP) persons.
2. Acceptance of the MOD does not indicate eligibility or approval of funding for any proposed projects.
3. H-GAC's allocation must meet the requirement that 70 percent of funds benefit low- to moderate-income persons. Projects that do not meet HUD's national objective for benefitting low- to moderate-income persons may not be approved until this allocation requirement is met.

H-GAC MOD Approval Letter
October 3, 2018
Page 2

4. Acceptance of the MOD does not indicate approval of any proposed re-allocation recommendations.

If you have any questions, please feel free to contact me at (512) 475-5027, or Alexandra Gamble, Manager, Policy Development, at alexandra.gamble.glo@recovery.texas.gov or (512) 475-5021.

Sincerely,



Heather Lagrone, Deputy Director
Community Development and Revitalization
Texas General Land Office

cc: Jeff Taebel, Community and Environmental Department Director, H-GAC
Alexandra Gamble, Manager, Policy Development, GLO-CDR
Shawn Strange, Program Manager, Policy Development, GLO-CDR
Zachary Stern, Planner, Policy Development, GLO-CDR
Christopher Smith, Planner, Policy Development, GLO-CDR

| Summary of Hurricane Harvey- Community Development Block Grant Disaster Recovery Funds Allocations | | | | | | | | |
|--|--------------------------|------------------------------|--------------------------|----------------------|--------------------------|------------------|---|--|
| County_Name | Jurisdiction* | Local Buyout and Acquisition | | Local Infrastructure | | Total | | |
| | | Allocation | Percentage of Allocation | Allocation | Percentage of Allocation | Total Allocation | Percentage of Total Regional Allocation | 70% Low-to-Moderate Income Benefit Requirement |
| Austin county | Austin county | \$1,655,654 | 1.49% | \$4,301,175 | 3.31% | \$5,956,829 | 2.47% | \$4,169,780 |
| Austin county | San Felipe town | \$0 | 0.00% | \$182,360 | 0.14% | \$182,360 | 0.08% | \$127,652 |
| Austin county | Sealy city | \$0 | 0.00% | \$194,936 | 0.15% | \$194,936 | 0.08% | \$136,455 |
| Austin county | Wallis city | \$0 | 0.00% | \$427,602 | 0.33% | \$427,602 | 0.18% | \$299,322 |
| Brazoria county | Alvin city | \$1,039,086 | 0.94% | \$1,012,332 | 0.78% | \$2,051,418 | 0.85% | \$1,435,992 |
| Brazoria county | Angleton city | \$0 | 0.00% | \$154,439 | 0.12% | \$154,439 | 0.06% | \$108,107 |
| Brazoria county | Bailey's Prairie village | \$0 | 0.00% | \$210,679 | 0.16% | \$210,679 | 0.09% | \$147,475 |
| Brazoria county | Brazoria county | \$14,227,876 | 12.82% | \$10,916,934 | 8.41% | \$25,144,810 | 10.45% | \$17,601,367 |
| Brazoria county | Brookside Village city | \$1,026,258 | 0.92% | \$999,834 | 0.77% | \$2,026,092 | 0.84% | \$1,418,264 |
| Brazoria county | Danbury city | \$0 | 0.00% | \$178,095 | 0.14% | \$178,095 | 0.07% | \$124,667 |
| Brazoria county | Freeport city | \$0 | 0.00% | \$193,271 | 0.15% | \$193,271 | 0.08% | \$135,290 |
| Brazoria county | Holiday Lakes town | \$0 | 0.00% | \$599,008 | 0.46% | \$599,008 | 0.25% | \$419,305 |
| Brazoria county | Iowa Colony village | \$0 | 0.00% | \$131,675 | 0.10% | \$131,675 | 0.05% | \$92,172 |
| Brazoria county | Jones Creek village | \$0 | 0.00% | \$200,859 | 0.15% | \$200,859 | 0.08% | \$140,602 |
| Brazoria county | Liverpool city | \$0 | 0.00% | \$191,486 | 0.15% | \$191,486 | 0.08% | \$134,040 |
| Brazoria county | Manvel city | \$0 | 0.00% | \$322,714 | 0.25% | \$322,714 | 0.13% | \$225,900 |
| Brazoria county | Pearland city | \$2,727,372 | 2.46% | \$2,657,147 | 2.05% | \$5,384,520 | 2.24% | \$3,769,164 |
| Brazoria county | Richwood city | \$0 | 0.00% | \$602,578 | 0.46% | \$602,578 | 0.25% | \$421,805 |
| Brazoria county | West Columbia city | \$0 | 0.00% | \$159,795 | 0.12% | \$159,795 | 0.07% | \$111,856 |
| Chambers county | Anahuac city | \$0 | 0.00% | \$193,271 | 0.15% | \$193,271 | 0.08% | \$135,290 |
| Chambers county | Baytown city | \$1,833,062 | 1.65% | \$1,785,864 | 1.38% | \$3,618,925 | 1.50% | \$2,533,248 |
| Chambers county | Chambers county | \$3,520,431 | 3.17% | \$2,701,783 | 2.08% | \$6,222,214 | 2.58% | \$4,355,550 |
| Chambers county | Mont Belvieu city | \$0 | 0.00% | \$534,732 | 0.41% | \$534,732 | 0.22% | \$374,313 |
| Colorado county | Colorado county | \$915,878 | 0.83% | \$1,527,327 | 1.18% | \$2,443,205 | 1.02% | \$1,710,244 |
| Colorado county | Columbus city | \$0 | 0.00% | \$310,663 | 0.24% | \$310,663 | 0.13% | \$217,464 |
| Colorado county | Eagle Lake city | \$0 | 0.00% | \$220,089 | 0.17% | \$220,089 | 0.09% | \$154,063 |
| Fort Bend county | Arcola city | \$0 | 0.00% | \$171,400 | 0.13% | \$171,400 | 0.07% | \$119,980 |
| Fort Bend county | Fort Bend county | \$21,155,575 | 19.07% | \$17,417,192 | 13.42% | \$38,572,767 | 16.02% | \$27,000,937 |
| Fort Bend county | Katy city | \$0 | 0.00% | \$237,014 | 0.18% | \$237,014 | 0.10% | \$165,910 |
| Fort Bend county | Missouri City city | \$0 | 0.00% | \$954,306 | 0.74% | \$954,306 | 0.40% | \$668,014 |
| Fort Bend county | Richmond city | \$0 | 0.00% | \$219,160 | 0.17% | \$219,160 | 0.09% | \$153,412 |
| Fort Bend county | Rosenberg city | \$0 | 0.00% | \$298,611 | 0.23% | \$298,611 | 0.12% | \$209,028 |
| Fort Bend county | Simonton city | \$0 | 0.00% | \$516,432 | 0.40% | \$516,432 | 0.21% | \$361,502 |
| Fort Bend county | Stafford city | \$0 | 0.00% | \$132,567 | 0.10% | \$132,567 | 0.06% | \$92,797 |
| Fort Bend county | Sugar Land city | \$0 | 0.00% | \$417,341 | 0.32% | \$417,341 | 0.17% | \$292,139 |
| Fort Bend county | Weston Lakes city | \$0 | 0.00% | \$246,834 | 0.19% | \$246,834 | 0.10% | \$172,784 |
| Galveston county | Dickinson city | \$9,219,828 | 8.31% | \$8,982,434 | 6.92% | \$18,202,263 | 7.56% | \$12,741,584 |
| Galveston county | Friendswood city | \$2,762,650 | 2.49% | \$2,691,517 | 2.07% | \$5,454,166 | 2.27% | \$3,817,916 |
| Galveston county | Galveston city | \$0 | 0.00% | \$848,073 | 0.65% | \$848,073 | 0.35% | \$593,651 |
| Galveston county | Galveston county | \$4,359,764 | 3.93% | \$3,399,435 | 2.62% | \$7,759,198 | 3.22% | \$5,431,439 |
| Galveston county | Hitchcock city | \$1,501,819 | 1.35% | \$1,463,149 | 1.13% | \$2,964,968 | 1.23% | \$2,075,478 |
| Galveston county | La Marque city | \$1,485,783 | 1.34% | \$1,447,527 | 1.12% | \$2,933,310 | 1.22% | \$2,053,317 |
| Galveston county | League City city | \$6,987,717 | 6.30% | \$6,807,796 | 5.25% | \$13,795,513 | 5.73% | \$9,656,859 |
| Galveston county | Santa Fe city | \$1,426,224 | 1.29% | \$1,389,501 | 1.07% | \$2,815,725 | 1.17% | \$1,971,007 |
| Galveston county | Texas City city | \$2,270,138 | 2.05% | \$2,211,686 | 1.70% | \$4,481,823 | 1.86% | \$3,137,276 |
| Liberty county | Cleveland city | \$0 | 0.00% | \$323,161 | 0.25% | \$323,161 | 0.13% | \$226,212 |
| Liberty county | Dayton city | \$0 | 0.00% | \$498,578 | 0.38% | \$498,578 | 0.21% | \$349,004 |
| Liberty county | Liberty city | \$0 | 0.00% | \$420,912 | 0.32% | \$420,912 | 0.17% | \$294,638 |
| Liberty county | Liberty county | \$6,743,065 | 6.08% | \$4,921,503 | 3.79% | \$11,664,567 | 4.85% | \$8,165,197 |
| Liberty county | Plum Grove city | \$0 | 0.00% | \$405,290 | 0.31% | \$405,290 | 0.17% | \$283,703 |
| Matagorda county | Bay City city | \$0 | 0.00% | \$287,006 | 0.22% | \$287,006 | 0.12% | \$200,904 |
| Matagorda county | Matagorda county | \$3,249,361 | 2.93% | \$6,948,605 | 5.36% | \$10,197,966 | 4.24% | \$7,138,576 |
| Matagorda county | Palacios city | \$0 | 0.00% | \$1,414,860 | 1.09% | \$1,414,860 | 0.59% | \$990,402 |
| Montgomery county | Conroe city | \$0 | 0.00% | \$391,453 | 0.30% | \$391,453 | 0.16% | \$274,017 |
| Montgomery county | Montgomery county | \$12,896,489 | 11.62% | \$11,199,923 | 8.63% | \$24,096,412 | 10.01% | \$16,867,488 |

| Summary of Hurricane Harvey- Community Development Block Grant Disaster Recovery Funds Allocations | | | | | | | | |
|--|---------------------|------------------------------|--------------------------|----------------------|--------------------------|----------------------|---|--|
| County_Name | Jurisdiction* | Local Buyout and Acquisition | | Local Infrastructure | | Total | | |
| | | Allocation | Percentage of Allocation | Allocation | Percentage of Allocation | Total Allocation | Percentage of Total Regional Allocation | 70% Low-to-Moderate Income Benefit Requirement |
| Montgomery county | Patton Village city | \$0 | 0.00% | \$473,136 | 0.36% | \$473,136 | 0.20% | \$331,195 |
| Montgomery county | Woodbranch city | \$0 | 0.00% | \$249,958 | 0.19% | \$249,958 | 0.10% | \$174,971 |
| Montgomery county | Woodloch town | \$0 | 0.00% | \$249,958 | 0.19% | \$249,958 | 0.10% | \$174,971 |
| Walker county | Huntsville city | \$0 | 0.00% | \$1,848,751 | 1.42% | \$1,848,751 | 0.77% | \$1,294,125 |
| Walker county | New Waverly city | \$0 | 0.00% | \$169,783 | 0.13% | \$169,783 | 0.07% | \$118,848 |
| Walker county | Riverside city | \$0 | 0.00% | \$106,901 | 0.08% | \$106,901 | 0.04% | \$74,830 |
| Walker county | Walker county | \$2,130,737 | 1.92% | \$4,445,805 | 3.43% | \$6,576,542 | 2.73% | \$4,603,579 |
| Waller county | Brookshire city | \$0 | 0.00% | \$252,637 | 0.19% | \$252,637 | 0.10% | \$176,846 |
| Waller county | Hempstead city | \$0 | 0.00% | \$421,314 | 0.32% | \$421,314 | 0.18% | \$294,920 |
| Waller county | Katy city | \$1,637,303 | 1.48% | \$5,049,479 | 3.89% | \$6,686,782 | 2.78% | \$4,680,747 |
| Waller county | Prairie View city | \$0 | 0.00% | \$742,016 | 0.57% | \$742,016 | 0.31% | \$519,411 |
| Waller county | Waller city | \$0 | 0.00% | \$295,549 | 0.23% | \$295,549 | 0.12% | \$206,884 |
| Waller county | Waller county | \$2,244,015 | 2.02% | \$4,036,599 | 3.11% | \$6,280,613 | 2.61% | \$4,396,429 |
| Wharton county | East Bernard city | \$0 | 0.00% | \$157,563 | 0.12% | \$157,563 | 0.07% | \$110,294 |
| Wharton county | Wharton city | \$1,693,784 | 1.53% | \$1,650,172 | 1.27% | \$3,343,956 | 1.39% | \$2,340,769 |
| Wharton county | Wharton county | \$2,243,565 | 2.02% | \$2,028,234 | 1.56% | \$4,271,799 | 1.77% | \$2,990,259 |
| Total | | \$110,953,432 | 100% | \$129,751,767 | 100% | \$240,705,199 | 100% | \$168,493,639 |


Certificate Of Completion


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| | Austin, TX 78701 |
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| Ann Linthicum ann.linthicum.glo@recovery.texas.gov Grant Manager Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign |  Signature Adoption: Pre-selected Style Using IP Address: 12.11.127.253 | Sent: 2/21/2020 9:26:18 AM Viewed: 2/21/2020 9:31:22 AM Signed: 2/25/2020 3:00:06 PM |
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| Heather Lagrone heather.lagrone.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign |  Signature Adoption: Pre-selected Style Using IP Address: 107.77.221.72 Signed using mobile | Sent: 2/25/2020 3:00:12 PM Viewed: 2/25/2020 4:36:25 PM Signed: 2/25/2020 4:36:41 PM |
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| Marc Barenblat marc.barenblat@glo.texas.gov Deputy General Counsel Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign |  Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.187 | Sent: 2/25/2020 4:36:45 PM Viewed: 2/26/2020 12:45:07 PM Signed: 2/26/2020 12:51:18 PM |
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| <p>Veronica Strong veronica.strong@glo.texas.gov Disaster Recovery Procurement Texas General Land Office Security Level: Email, Account Authentication (None) 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> | <p>Sent: 2/19/2020 12:11:03 PM</p> |
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| <p>Cynthia Hudson cynthia.hudson.glo@recovery.texas.gov Infrastructure Manager Texas General Land Office Security Level: Email, Account Authentication (None) 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> | <p>Sent: 2/21/2020 9:26:19 AM</p> |

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| <p>Commissioner George P. Bush GeorgeP@glo.texas.gov Commissioner, General Land Office Texas General Land Office Security Level: Email, Account Authentication (None) 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> | <p>Sent: 2/26/2020 12:52:12 PM</p> |
| <p>Marilynn Kindell marilynn.kindell@fortbendcountytexas.gov Security Level: Email, Account Authentication (None) 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> | <p>Sent: 2/26/2020 12:52:14 PM Viewed: 2/26/2020 4:08:59 PM</p> |
| <p>Gregory Rankin gregory.rankin@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) 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> | <p>Sent: 3/11/2020 7:25:51 PM</p> |

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| Angie Williams Angie.Williams@glo.texas.gov Interim Director, Budget and Planning Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 3/11/2020 7:25:53 PM |
| Martin Rivera Jr martin.rivera.glo@recovery.texas.gov Deputy Director, M&Q Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 3/11/2020 7:25:54 PM |
| Pamela Mathews pamela.mathews.glo@recovery.texas.gov Program Integration Director Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 3/11/2020 7:25:56 PM |
| Denise Hall denise.hall.glo@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 3/11/2020 7:25:56 PM Viewed: 3/12/2020 9:29:00 AM |
| Michelle Esper-Martin michelle.espermartin.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 3/11/2020 7:25:57 PM |

| Witness Events | Signature | Timestamp |
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| Notary Events | Signature | Timestamp |
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| Envelope Summary Events | Status | Timestamps |
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| Signing Complete | Security Checked | 3/11/2020 7:25:57 PM |
| Completed | Security Checked | 3/11/2020 7:25:57 PM |

Payment Events

Status

Timestamps



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@fortbendcountytexas.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.fortbendcountytexas.gov>

Texas Identification Number: 17460019692

DUNs: 081497075

Cage: 5HHK4

Signatory Name: KP George

Email: county.judge@fortbendcountytexas.gov

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

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-Altasha_A1_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 HVInf. 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](mailto: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,



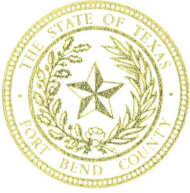
Annie Linthicum

Grant Manager

Community Development & Revitalization

Texas General Land Office | George P. Bush, Commissioner

Cell: 512-696-6569 | recovery.texas.gov



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% | | | |
|----------------------------------|--|--|------|--|--|--|

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 marilynn.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 | 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 | Delivery Method: | 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 | Payment Terms: | Freight Terms: |
| | | Shipping 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 White

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_BUYSPPEED_2_bso

GL History Report

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

\$0.00

Friday, May 27, 2022

2:45 PM

Certificate Of Completion

| | |
|--|--------------------------------|
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| Subject: \$0 Amendment No. 1: 20-065-092-C257 - Fort Bend County (Texas GLO) | |
| Source Envelope: | |
| Document Pages: 41 | Signatures: 4 |
| Certificate Pages: 6 | Initials: 5 |
| AutoNav: Enabled | Envelope Originator: |
| Enveloped Stamping: Enabled | Shirley De La Cruz |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 1700 Congress Ave |
| | Austin, TX 78701 |
| | Shirley.DeLaCruz@glo.texas.gov |
| | IP Address: 165.225.34.70 |


Record Tracking

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

Signer Events

Ginger Mills
ginger.mills@glo.texas.gov
Attorney
Texas General Land Office, Office of General Counsel
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signature




Signature Adoption: Pre-selected Style
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


Ann Linthicum
ann.linthicum.glo@recovery.texas.gov
Grant Manager
Texas General Land Office
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign



Signature Adoption: Pre-selected Style
Using IP Address: 98.40.168.146

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Viewed: 5/31/2022 8:43:42 PM
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Heather Lagrone
heather.lagrone.glo@recovery.texas.gov
Texas General Land Office
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign



Signature Adoption: Pre-selected Style
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

Marc Barenblat
marc.barenblat@glo.texas.gov
Deputy General Counsel
Texas General Land Office
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign




Signature Adoption: Pre-selected Style
Using IP Address: 136.226.12.177

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Signed: 6/1/2022 4:40:03 PM

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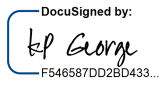
Jeff Gordon
 jeff.gordon@glo.texas.gov
 General Counsel
 Texas General Land Office
 Security Level: Email, Account Authentication (None)


 Signature Adoption: Pre-selected Style
 Using IP Address: 165.225.34.84

Sent: 6/1/2022 4:40:11 PM
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

KP George
 county.judge@fortbendcountytexas.gov
 County Judge
 Security Level: Email, Account Authentication (None)


 Signature Adoption: Pre-selected Style
 Using IP Address: 209.184.91.109

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 Resent: 6/14/2022 9:48:53 AM
 Resent: 6/22/2022 10:50:04 AM
 Viewed: 7/12/2022 9:22:45 AM
 Signed: 7/12/2022 9:23:00 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Mark A. Havens
 Mark.Havens@GLO.TEXAS.GOV
 Chief Clerk and Deputy Land Commissioner
 Texas General Land Office
 Security Level: Email, Account Authentication (None)


 Signature Adoption: Drawn on Device
 Using IP Address: 136.226.12.213

Sent: 7/12/2022 9:23:06 AM
 Viewed: 7/14/2022 12:21:45 PM
 Signed: 7/14/2022 12:21:52 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

| In Person Signer Events | Signature | 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 |
|---------------------------|--------|-----------|
|---------------------------|--------|-----------|

| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

BSO Team
 bsorequests@recovery.texas.gov
 Texas General Land Office
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 5/31/2022 3:04:01 PM

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)

COPIED

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 |
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| <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 |
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| <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 data-bbox="561 197 860 260" style="border: 1px solid blue; padding: 5px; width: fit-content; margin: 0 auto;"> COPIED </div> | <p>Sent: 5/31/2022 8:54:23 PM</p> |
| <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 data-bbox="561 399 860 462" style="border: 1px solid blue; padding: 5px; width: fit-content; margin: 0 auto;"> COPIED </div> | <p>Sent: 6/1/2022 4:51:03 PM</p> |
| <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 data-bbox="561 598 860 661" style="border: 1px solid blue; padding: 5px; width: fit-content; margin: 0 auto;"> COPIED </div> | <p>Sent: 6/1/2022 4:51:04 PM</p> |
| <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 data-bbox="561 863 860 926" style="border: 1px solid blue; padding: 5px; width: fit-content; margin: 0 auto;"> COPIED </div> | <p>Sent: 6/1/2022 4:51:05 PM</p> |
| <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> | <div data-bbox="561 1062 860 1125" style="border: 1px solid blue; padding: 5px; width: fit-content; margin: 0 auto;"> COPIED </div> | <p>Sent: 7/14/2022 12:21:59 PM</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> | <div data-bbox="561 1266 860 1329" style="border: 1px solid blue; padding: 5px; width: fit-content; margin: 0 auto;"> COPIED </div> | <p>Sent: 7/14/2022 12:21:59 PM</p> |
| <p>Martin Rivera Jr martin.rivera.glo@recovery.texas.gov Deputy Director, M&Q Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | <div data-bbox="561 1465 860 1528" style="border: 1px solid blue; padding: 5px; width: fit-content; margin: 0 auto;"> COPIED </div> | <p>Sent: 7/14/2022 12:22:00 PM</p> |
| <p>Pamela Mathews pamela.mathews.glo@recovery.texas.gov Program Integration Director Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure:</p> | <div data-bbox="561 1730 860 1793" style="border: 1px solid blue; padding: 5px; width: fit-content; margin: 0 auto;"> COPIED </div> | <p>Sent: 7/14/2022 12:22:01 PM</p> |

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| <p>Ryne Zmolik ryne.zmolik.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | COPIED | Sent: 7/14/2022 12:22:01 PM |
| <p>Denise Hall denise.hall.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | COPIED | Sent: 7/14/2022 12:22:01 PM |
| <p>Michelle Esper-Martin michelle.espermartin.glo@recovery.texas.gov Management Analyst Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | COPIED | Sent: 7/14/2022 12:22:02 PM |
| <p>Tanya Masike tanya.masike.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | COPIED | Sent: 7/14/2022 12:22:03 PM |
| <p>Jeana Bores jeana.bores.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | COPIED | Sent: 7/14/2022 12:22:04 PM |
| <p>Caley Carmichael caley.carmichael.glo@recovery.texas.gov Grant Manager Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | COPIED | Sent: 7/14/2022 12:22:05 PM |
| <p>Suzanne Nelson suzanne.nelson.glo@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | COPIED | Sent: 7/14/2022 12:22:06 PM |
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| Notary Events | Signature | Timestamp |
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| Envelope Sent | Hashed/Encrypted | 5/31/2022 3:04:02 PM |

| Envelope Summary Events | Status | Timestamps |
|--------------------------------|------------------|-----------------------|
| Certified Delivered | Security Checked | 7/14/2022 12:21:45 PM |
| Signing Complete | Security Checked | 7/14/2022 12:21:52 PM |
| Completed | Security Checked | 7/14/2022 12:22:06 PM |

| Payment Events | Status | Timestamps |
|-----------------------|---------------|-------------------|
|-----------------------|---------------|-------------------|



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

April 3, 2020

Julie Ivie
Assistant Director Legislative Budget Board
Robert E. Johnson Bldg., 5th Floor
1501 N. Congress
Austin, Texas 78701-1200

Dear Ms. Ivie:

Pursuant to Article IX, Section 7.12 of the General Appropriations Act, the Texas General Land Office hereby notifies the Legislative Budget Board (LBB) that Texas General Land Office has entered into the following contract.

A. Contract Information.

Attached is a summary of the purpose of and major deliverables for the following contract:

1. Vendor's Name, Address, and Phone Number:

Fort Bend County
301 Jackson Street, Suite 602
Richmond, Texas 77469
(281) 341-8608

2. Contract Identification Number:

20-065-092-C257

3. Maximum Amount of the Contract:

\$17,417,192.00

4. Scheduled Payment Date(s):

As invoiced

5. Term of the Contract:

03/11/2020 to 05/31/2022.

B. Executive Director Certification

1. I certify that the process used to award this contract complies with or is consistent with the following:
 - a. State of Texas Contract Management Guide;
 - b. State of Texas Procurement Manual; and
 - c. All applicable statutes, rules, policies, and procedures related to procurement and contracting of goods and services, including compliance with conflict of interest disclosure requirements.



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

2. I also certify that the agency or institution has an effective process and adequate management controls to:
 - a. Verify vendor performance and deliverables for this contract;
 - b. Only pay for goods and services that are within the scope of the contract or procurement; and
 - c. Calculate and collect any liquidated damages associated with vendor performance.

C. Risk Statement

I believe that the goods or services being procured via this contract are necessary to provide mission critical functions of this agency or institution. The attached describes the importance of the goods and services and risk to the agency or institution if the parameters of the contract are not met within the specified time frames.

D. Continuing Duty to Report

I acknowledge a continuing duty to provide any information or documentation regarding this contract upon request by the LBB and to report any changes to the information provided as well as any later discovered errors or inconsistencies to the LBB.

Sincerely,

DocuSigned by:

70299F431E7497
Mark A. Havens
Chief Clerk / Deputy Land Commissioner
Texas General Land Office

4/3/2020

Date

OGC 



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

ATTACHMENT

A. Contract Information

Description of the purpose of the contract and summary of major deliverables:

In response to presidentially declared disasters, Congress appropriated funding for the Community Development Block Grant (CDBG) as Disaster Recovery Grants to rebuild the affected areas and provide money to start the recovery process. The Texas General Land Office received grant funds from the United States Department of Housing and Urban Development ("HUD") Community Development Block Grant Disaster Recovery ("CDBG-DR") based on Action Plans submitted for use of these funds. The primary goal for this funding is to address the long-term recovery needs based on the total unmet need, the ability to recover, and the relative population of impacted areas, especially in low-income areas.

In response, the General Land Office awarded grant funds to qualified community applicants to implement infrastructure repairs in conformance with rules and regulations promulgated by the United States Department of Housing and Urban Development ("HUD") for its Community Development Block Grant Disaster Recovery ("CDBG-DR") programs.

B. Executive Director Certification

If the process to award the contract, contract extension, or procurement did not comply with the requirements of Subsection 1 a, b, or c, provide an explanation for the alternative process utilized, legal justification for the alternative process, and identify the individual(s) directing the use of an alternative process.

The General Land Office ("GLO") issued a Request for Applications ("RFA") for subrecipients to perform, or cause to be performed, repairs, enhancements, and restorations of infrastructure for local communities impacted by Hurricane Harvey as part of a comprehensive long-term recovery program. The GLO issued this grant agreement to perform the services requested under this RFA.

C. Risk Statement

Statement of the importance of the contract to the agency or institution of higher education, and risk to the agency or institution if the parameters of the solicitation or contract are not met within the specified time frames.

The service(s) being provided are mission critical for the Texas General Land Office to provide for the long-term community recovery from presidentially declared disasters. The implementation of these services ensures our fellow residents and communities are one-step closure to returning to normalcy after suffering devastating losses.

Certificate Of Completion

| | |
|--|-----------------------------|
| Envelope Id: DDB2AB5BC8E740D6B020B79F0030CD3F | Status: Completed |
| Subject: LBB Attestation Letter: 20-065-092-C257 - Fort Bend County (20-065 Harvey Infrastructure) | |
| Source Envelope: | |
| Document Pages: 3 | Signatures: 1 |
| Certificate Pages: 2 | Initials: 1 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | Kelly McBride |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 1700 Congress Ave |
| | Austin, TX 78701 |
| | kelly.mcbride@glo.texas.gov |
| | IP Address: 174.207.9.192 |


Record Tracking

| | | |
|---------------------|-----------------------------|--------------------|
| Status: Original | Holder: Kelly McBride | Location: DocuSign |
| 4/2/2020 4:04:26 PM | kelly.mcbride@glo.texas.gov | |

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



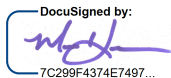
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 Using IP Address: 173.174.36.231

Timestamp

Sent: 4/2/2020 4:13:20 PM
 Viewed: 4/3/2020 8:47:42 AM
 Signed: 4/3/2020 12:33:25 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Mark Havens
 mark.havens@glo.texas.gov
 Chief Clerk and Deputy Land Commissioner
 Texas General Land Office
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 7C299F4374E7497...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 162.193.135.244

Sent: 4/3/2020 12:33:26 PM
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 Signed: 4/3/2020 1:17:10 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

| In Person Signer Events | Signature | Timestamp |
|------------------------------|-----------|-----------|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |

Drafting Requests
 draftingrequests@GLO.TEXAS.GOV
 Texas General Land Office
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 4/2/2020 4:13:19 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

| Carbon Copy Events | Status | Timestamp |
|--|---|---|
| <p>Kelly McBride kelly.mcbride@glo.texas.gov Director of Contract Management Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | <div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em; color: blue;">COPIED</div> | <p>Sent: 4/2/2020 4:13:20 PM Resent: 4/3/2020 1:17:12 PM</p> |
| <p>Donna Torres donna.torres@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | <div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em; color: blue;">COPIED</div> | <p>Sent: 4/3/2020 1:17:10 PM</p> |
| <p>Adrianna Segura adrianna.segura@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | <div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em; color: blue;">COPIED</div> | <p>Sent: 4/3/2020 1:17:11 PM Viewed: 4/3/2020 2:24:10 PM</p> |
| <p>Amy Navarro Amy.Navarro@glo.texas.gov Contract Manager Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | <div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em; color: blue;">COPIED</div> | <p>Sent: 4/3/2020 1:17:11 PM</p> |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 4/3/2020 1:17:11 PM |
| Certified Delivered | Security Checked | 4/3/2020 1:17:11 PM |
| Signing Complete | Security Checked | 4/3/2020 1:17:11 PM |
| Completed | Security Checked | 4/3/2020 1:17:11 PM |
| Payment Events | Status | Timestamps |



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

April 27, 2021

The Honorable KP George
Judge, Fort Bend County
301 Jackson Street
Richmond, Texas 77469

Re: Monitoring Performance Review for Contract #20-065-092-C257

Dear Judge George:

The Texas General Land Office Community Development and Revitalization division (GLO-CDR) is responsible for conducting monitoring and oversight activities for the Harvey \$5B Grant to determine compliance with expenditure requirements. Federal Register Vol. 83, No. 157/Tuesday, August 14, 2018, requires the GLO-CDR to expend *100 percent of their allocation of CDBG-DR funds on eligible activities within 6 years of HUD's execution of the grant agreement*. Section III of the Federal Register requires GLO-CDR to reprogram funds promptly for stalled activities.

This letter serves as a finding of noncompliance with the Federal Register and contract requirements resulting from cumulative expenditures. The current expenditure rate suggests that performance will exceed the contract term. Below is Fort Bend County's contract and expenditure summary as of March 31, 2021:

- Contract Execution: March 11, 2020
- Contract Expiration¹: May 31, 2022
- Percent of Time Remaining: 52.6%
- Contract Amount: \$17,417,192.00
- Contract Remaining Balance²: \$17,417,192.00
- Percent of funds Remaining: 100.0%

¹ The Contract Expiration includes the revised expiration date as requested in any amendments in progress that have not yet been executed. This date is used in calculating the Percent of Time Remaining.

² The Contract Remaining Balance is the contract amount less draws submitted to the GLO for reimbursement that are in process and may not have been issued. This value is used in calculating the Percent of Funds Remaining.

Fort Bend County must submit a response by **May 11, 2021**, and identify the following items that provide the necessary context to determine whether program activities will be completed within the terms of the contract:

- Cumulative incurred expenses,
- Incurred expenses not submitted for reimbursement, and
- Construction in progress status.

Fort Bend County should continue to operate within the contract period identified in contract #20-065-092-C257. CDBG-DR and CDBG-MIT projects continue to be essential activities during the COVID-19 pandemic.

GLO-CDR may consider an entity's contract performance when awarding points for future funding competitions for CDBG-DR and CDBG-MIT. Findings issued concerning this contract will negatively impact the points awarded for participants in future competitions.

GLO-CDR appreciates Fort Bend County's ongoing recovery efforts and dedicated service to your community. If you have any questions or concerns, please contact Abby McClean at (512) 475-5078 or at abby.mcclean.glo@recovery.texas.gov.

Sincerely,

A handwritten signature in cursive script that reads "Martin Rivera Jr".

Martin Rivera, Jr., Deputy Director
Monitoring & Quality Assurance
Community Development and Revitalization



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

May 19, 2021

The Honorable KP George
Judge, Fort Bend County
301 Jackson Street
Richmond, Texas 77469

Re: Monitoring Performance Review for Contract #20-065-092-C257

Dear Judge George:

The Texas General Land Office Community Development and Revitalization division (GLO-CDR) issued a monitoring performance review letter on April 26, 2021. The monitoring review objective was to assess compliance with both the contract and Federal Register requirements for expenditures.

GLO-CDR appreciates Fort Bend County's response received on May 10, 2021, to address the finding identified in the monitoring performance review letter. The monitoring performance review is considered closed, and no further response is required at this time. Program performance and expenditures will continue to be assessed quarterly throughout the contract term. To prevent future expenditure findings, Fort Bend County may consider submitting requests for payments monthly up to the benchmarks identified in the contract.

GLO-CDR appreciates Fort Bend County's ongoing recovery efforts and dedicated service to your community. If you have questions or wish to discuss further, please contact Abby McClean at 512-475-5078 or abby.mcclean.glo@recovery.texas.gov.

Sincerely,

Abby McClean

Abby McClean, CPA
Director | Monitoring & Quality Assurance
Community Development and Revitalization



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

July 15, 2021

The Honorable KP George
Judge, Fort Bend County
301 Jackson Street
Richmond, Texas 77469

Re: Monitoring Performance Expenditure Review for Contract # 20-065-092-C257

Dear Judge George:

The Texas General Land Office Community Development and Revitalization division (GLO-CDR) is responsible for conducting monitoring and oversight activities for the Harvey \$5B Grant to determine compliance with expenditure requirements. Federal Register Vol. 83, No. 157/Tuesday, August 14, 2018, requires the GLO-CDR to expend *100 percent of their allocation of CDBG-DR funds on eligible activities within 6 years of HUD's execution of the grant agreement*. Section III of the Federal Register requires GLO-CDR to reprogram funds promptly for stalled activities.

This letter serves as a finding of noncompliance based on Fort Bend County not being on pace to expend its CDBG-DR contract. The current expenditure rate suggests that performance will exceed the contract term. Below is Fort Bend County's contract and expenditure summary as of June 30, 2021:

- Contract Execution: March 11, 2020
- Contract Expiration¹: May 31, 2022
- Percent of Time Remaining: 41.40%
- Contract Amount: \$17,417,192.00
- Contract Remaining Balance²: \$17,417,192.00
- Percent of funds Remaining: 100.00%

Fort Bend County must submit a response by **July 30, 2021**, and identify the following items that provide the necessary context to determine whether program activities will be completed within the terms of the contract:

¹ The Contract Expiration includes the revised expiration date and excludes amendments that have not yet been executed. This date is used in calculating the Percent of Time Remaining.

² The Contract Remaining Balance is the contract amount less draws submitted to the GLO for reimbursement that are in process and may not have been issued. This value is used in calculating the Percent of Funds Remaining.

- Cumulative incurred expenses,
- Incurred expenses not submitted for reimbursement, and
- Construction in progress status.

Fort Bend County should continue to operate within the period identified in contract 20-065-092-C257. Contract extensions allowed by the Federal Register are not automatically granted to subrecipients or contractors.

GLO-CDR appreciates Fort Bend County's ongoing recovery efforts and dedicated service to your community. If you have any questions or concerns, please contact Abby McClean at (512) 475-5078 or at abby.mcclean.glo@recovery.texas.gov.

Sincerely,



Martin Rivera, Jr., Deputy Director
Monitoring & Quality Assurance
Community Development and Revitalization



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

August 11, 2021

The Honorable KP George
Judge, Fort Bend County
301 Jackson Street
Richmond, Texas 77469

Re: Monitoring Performance Review for Contract #20-065-092-C257

Dear Judge George:

The Texas General Land Office Community Development and Revitalization division (GLO-CDR) issued a monitoring performance review letter to assess the compliance with the contract and Federal Register requirements for expenditures. As of the date of this letter, the GLO-CDR has not received Fort Bend County's response to address the finding identified in the letter issued on July 15, 2021.

Fort Bend County did not submit a response to address the untimely expenditure finding. A subrecipient's response is critical in determining whether appropriate action is taken to mitigate the circumstances that resulted in the finding being issued. As a result, the finding will remain open and classified as an unmitigated risk. Sustained findings increase a subrecipient's risk to administer the contract and may result in additional monitoring.

Program performance and expenditures will continue to be assessed quarterly throughout the contract term. Fort Bend County should submit requests for payments monthly up to the benchmarks identified in the contract to prevent expenditure findings from being issued.

The GLO-CDR appreciates Fort Bend County's ongoing recovery efforts and dedicated service to your community. If you have questions or wish to discuss further, please contact Abby McClean at 512-475-5078 or abby.mcclean.glo@recovery.texas.gov.

Sincerely,

Abby McClean

Abby McClean, CPA
Director | Monitoring & Quality Assurance
Community Development and Revitalization