

# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 • 3555 Timmons • Houston, Texas 77227-2777

---

**Intergovernmental Agreement - Subrecipient - Fort Bend County - Community and Environmental - ID: 14021 - CFDA/FALN Number: 14.228, FAIN Number: N/A, Federal Award Date: Dec 12 2024**

---

## GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Fort Bend County, hereinafter referred to as the Subrecipient, having its principal place of business at 301 Jackson, Richmond, TX 77469.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Subrecipient to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Subrecipient has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Subrecipient do hereby agree as follows:

### **ARTICLE 1: LEGAL AUTHORITY**

The Subrecipient warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Subrecipient's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Subrecipient to the terms of this Agreement and any subsequent amendments hereto.

### **ARTICLE 2: APPLICABLE LAWS**

The Subrecipient agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Subrecipient shall furnish H-GAC with satisfactory proof of its compliance therewith.

### **ARTICLE 3: INDEPENDENT CONTRACTOR**

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Subrecipient. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Subrecipient the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Subrecipient are subject to the exclusive control and supervision of the Subrecipient. The Subrecipient is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

### **ARTICLE 4: WHOLE AGREEMENT**

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

### **ARTICLE 5: SCOPE OF WORK**

The services to be performed by the Subrecipient are outlined in an Attachment to this Agreement.

### **ARTICLE 6: PERFORMANCE PERIOD**

This Agreement shall be performed during the period which begins Dec 12 2024 and ends Feb 29 2028. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

#### **ARTICLE 7: PAYMENT OR FUNDING**

Any payment or funding claimed by Subrecipient shall be paid by H-GAC only under the specific terms set forth in the Special Provisions and Scope of Work. Subrecipient agrees that payments are predicated upon properly documented and verified proof of performance delivered, and costs incurred by the Subrecipient, in accordance with the terms outlined by the Special Provisions of this Agreement.

#### **ARTICLE 8: REPORTING REQUIREMENTS**

If the Subrecipient fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may withhold payments otherwise due and owing the Subrecipient hereunder. Subrecipient's failure in reporting or performance may be considered cause for termination of this Agreement. If H-GAC withholds such payments, it shall notify the Subrecipient of its decision. Payments withheld pursuant to this Article may be held by H-GAC until such time as the delinquent obligations for which funds are withheld are fulfilled by the Subrecipient. The Subrecipient's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

#### **ARTICLE 9: NON-FUNDING CLAUSE**

Any obligation of H-GAC created by this Agreement is conditioned upon the availability of state or federal funds appropriated or allocated for the payment of such obligations. H-GAC shall not be otherwise obligated or liable for any future payments due, or for any damages as a result of interruption of payment or termination.

#### **ARTICLE 10: INSURANCE**

Subrecipient shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

#### **ARTICLE 11: SUBCONTRACTS**

Except as may be set forth in the Special Provisions, the Subrecipient agrees not to subcontract, assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Subrecipient acknowledges that H-GAC is not liable to any subcontractor or assignee of the Subrecipient. The Subrecipient shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Subrecipient. Subrecipient shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Subrecipient's compliance, or that of Subrecipient's subcontractors, with any laws or regulations.

#### **ARTICLE 12: AUDIT**

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. Subrecipient who spend \$1,000,000 or more of federal assistance under this contract or cumulatively under all federal contracts in a fiscal year are required to have an audit conducted annually in compliance with 2 CFR 200. Subrecipient agrees to submit all written reports of monitoring or audits to H-GAC within 30 days of issuance. Any reports that contain findings from an auditor must also include a corrective action plan from the Subrecipient in accordance with 2 CFR 200.511.

The Subrecipient understands and agrees that the Subrecipient shall be liable to the H-GAC for anything disallowed as a result of audit, in which case future payments are predicated upon repayment as set forth in the Special Provisions.

#### **ARTICLE 13: EXAMINATION OF RECORDS**

The Subrecipient shall maintain during the course of the work complete and accurate records of all of the Subrecipient's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any

reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Subrecipient shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Subrecipient's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Subrecipient's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Subrecipient further agrees to include in all its subcontracts, permitted pursuant to Article 11 hereof. The Subrecipient agrees that H-GAC and its duly authorized representatives shall until the expiration of seven (7) years after final payment under the subcontract or until all audit findings have been resolved, have access to and the right to examine and copy any directly pertinent books, documents, papers, invoices, and records of such subcontractor involving transactions relating to the subcontract.

#### **ARTICLE 14: RETENTION OF RECORDS**

The Subrecipient shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final contract closeout. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

#### **ARTICLE 15: CHANGES AND AMENDMENTS**

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state Law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that H-GAC may amend performance under this Agreement, during the contract period, by issuing policy directives to establish or clarify performance requirements under this Agreement. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such policy directives shall have the effect of qualifying the terms of this Agreement and shall be binding upon the Subrecipient as if written herein, provided however that such policy directives shall not alter the terms of this Agreement so as to relieve H-GAC of any obligation specified in this Agreement to reimburse Subrecipient for costs properly incurred prior to the effective date of such policy directives.
- C. Except as specifically provided by subsections A and B of this Article, any other alterations, additions, or deletions to the terms of this Agreement shall be by modification hereto in writing, and executed by both parties to this Agreement.

#### **ARTICLE 16: TERMINATION PROCEDURES**

The Subrecipient acknowledges that this Agreement may be terminated for Convenience or Default.

- A. *Convenience*  
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Subrecipient. Upon receipt of notice of termination, all services hereunder of the Subrecipient and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Subrecipient may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Subrecipient may not give notice of cancellation after it has received notice of default from H-GAC.

- B. *Default*

H-GAC may, by written notice of default to the Subrecipient, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Subrecipient fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Subrecipient fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

#### **ARTICLE 17: SEVERABILITY**

H-GAC and Subrecipient agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

#### **ARTICLE 18: CONTRACT CLOSEOUT PROCEDURE**

At completion of the Scope of Work requirements, H-GAC will conduct the contract closeout process in order to establish the following: Determine if all deliverables were met; and that the work was completed and acceptable to H-GAC as per the Agreement, ensure project funds were expended as per the Agreement funding requirements, process the final payment to close out the project, and complete the project audit (if applicable). Subrecipient should securely store and protect all pertinent project data until the required document retention period is met as specified in these provisions.

#### **ARTICLE 19: FORCE MAJEURE**

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

#### **ARTICLE 20: COPYRIGHTS**

H-GAC, and any related state or federal awarding agency, reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state or federal government or H-GAC purposes:

- A. The copyright of all maps, data, reports, research, or other work developed under this Agreement;
- B. Any copyrights or rights of use to copyrighted material which the Subrecipient purchases with funding under this Agreement. All such data and material shall be furnished to H-GAC upon request.

#### **ARTICLE 21: OWNERSHIP OF MATERIALS**

Except as may be specified in the Special Provisions, all data, reports, research, etc., developed by the Subrecipient solely as a part of its work under this Agreement, shall become the property of the H-GAC upon completion of this Agreement, or in the event of termination or cancellation hereof. All such data and material shall be furnished to H-GAC at no charge and upon request. Subrecipient further agrees not to release information about results or deliverables connected to this Agreement to anyone outside of H-GAC, without first obtaining written release authorization from H-GAC.

#### **ARTICLE 22: POLITICAL ACTIVITY - LOBBYING**

Nothing related, connected to, or provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislators. The Subrecipient, if a recipient of Federal assistance exceeding 100,000 dollars through an H-GAC subcontract, will comply with section 319, Public Law 101-121 (31 U.S.C. 1352).

#### **ARTICLE 23: SECTARIAN INVOLVEMENT PROHIBITED**



The Subrecipient shall ensure that no funds under this Agreement are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

#### **ARTICLE 24: CONFLICT OF INTEREST**

No officer, member or employee of the Subrecipient or Subrecipient's subcontractor, no member of the governing body of the Subrecipient, and no other public officials of the Subrecipient who exercise any functions or responsibilities in the review or Subrecipient approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

#### **ARTICLE 25: FEDERAL COMPLIANCE**

Subrecipient agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Subrecipient shall notify each potential subcontractor or supplier of the Subrecipient's federal compliance obligations. These may 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) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 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; (i) 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; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. § 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1251), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### **ARTICLE 26: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)**

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the

simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

**ARTICLE 27: DOMESTIC PREFERENCE**

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC 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). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

**ARTICLE 28: CRIMINAL PROVISIONS AND SANCTIONS**

The Subrecipient agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Subrecipient agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Subrecipient shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Subrecipient from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Subrecipient further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Subrecipient shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Subrecipient pertaining to this Agreement or which would adversely affect the Subrecipient's ability to perform services under this Agreement.

**ARTICLE 29: INDEMNIFICATION AND RECOVERY**

To the extent permitted by law, H-GAC shall indemnify and hold Subrecipient harmless against any and all claims, demands, damages, liabilities, and costs incurred by Subrecipient which directly or indirectly result from, or arise in connection with, any negligent act or omission of H-GAC, its agents, or employees, pertaining to its activities and obligations under this Agreement.

Subrecipient shall indemnify and hold H-GAC, its officers, agents, and employees harmless against any and all claims, demands, damages, liabilities, and costs (including reasonable attorney fees) which directly or indirectly result from, or arise in connection with, any negligent act or omission of Subrecipient, its agents, or employees pertaining to its activities and obligations under this Agreement.

In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings; or other incidental special or consequential damages to the full extent such use may be disclaimed by law during the period of this contract and its related procurements. If Subrecipient performs an act knowing or having reason to know that it is contrary to any law or regulation, the Subrecipient shall bear all claims, costs, losses, and damages caused by, arising out of, or resulting from that act.

**ARTICLE 30: TITLES NOT RESTRICTIVE**

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

**ARTICLE 31: JOINT WORK PRODUCT**

This Agreement is the joint work product of H-GAC and the Subrecipient. This Agreement has been negotiated by H-GAC and the Subrecipient and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

### **ARTICLE 32: DISPUTES**

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Subrecipient. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Subrecipient requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Subrecipient shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Subrecipient may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Subrecipient shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

### **ARTICLE 33: CHOICE OF LAW - VENUE**

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

### **ARTICLE 34: ORDER OF PRIORITY**

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

### **ARTICLE 35: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)**

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration ([www.SAM.gov](http://www.SAM.gov)) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

**ARTICLE 36: PUBLIC INFORMATION ACT**

H-GAC and the Subrecipient understand and agree that H-GAC is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act (the "Act"). H-GAC must rely on advice, decisions, and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information. Submissions will be kept confidential in accordance with the Act and applicable law, and submissions are subject to inclusion into the public record after award. To the extent permitted by law, the Subrecipient may request in writing non-disclosure of any information that it considers to be confidential, proprietary, and/or trade secret in its submission. Such data shall accompany the submission, be readily separable from the response, and shall be CLEARLY MARKED "CONFIDENTIAL, PROPRIETARY and/or TRADE SECRET". H-GAC will make reasonable efforts to provide the Subrecipient notice in accordance with the Act in the event H-GAC receives a request for information under the Act for information that the Subrecipient has marked as indicated above.

**SIGNATURES:**

H-GAC and the Subrecipient have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

**Subrecipient**

Signature  
Name      KP George  
Title      County Judge  
Date

**H-GAC**

Signature  
Name      Chuck Wemple  
Title      Executive Director  
Date



# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

---

**Intergovernmental Agreement - Subrecipient - Fort Bend County - Community and Environmental - ID: 14021**

## **SPECIAL PROVISIONS FOR H-GAC GENERAL LAND OFFICE (GLO) FUNDED AGREEMENTS**

### INDEX

1. Governing Law, Standards, and Regulations
2. Mandatory Attachments
3. Payments
4. Repayment
5. Personnel
6. Audit
7. Insurance
8. Progress Reports
9. Final Report
10. Disadvantaged Business Enterprises
11. Responsibilities and Quality Assurance
12. Sanctions or Remedial Actions
13. Equipment & Computer Software
14. Acknowledgement of Financial Support
15. Non-Endorsement by State and the United States
16. Federal Funding
17. Insurance & Bond Requirements
18. Procurement
19. Child Support Obligations
20. Preference and Procurement of Materials
21. Equal Opportunity Clause
22. Period of Retention
23. Signage Requirements
24. Information Resources Security Policy
25. Access and Protections of H-GAC Information, Resources, Data, and Credentials
26. Security Breach
27. Contract Closeout Report

Incorporated by attachment, as part of the whole agreement, H-GAC and the Subrecipient (who may also be referred to throughout this Agreement as the Subrecipient) do hereby agree to the following Special Provisions, as follows:

**ARTICLE 1: GOVERNING LAW, STANDARDS, AND REGULATIONS**

This agreement is funded in whole or in part with federal grant money. All applicable requirements of the General Land Office's (GLO) grants and contract with H-GAC, 2 CFR 200 including procurement standards; and the Uniform Grant Management Standards (UGMS) promulgated by the State of Texas are incorporated herein by reference. Subrecipient is deemed to have read and understood, and shall abide by, all Guidance Documents applicable to the CDBG-MIT program, including, without limitation, the following:

- (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;
- (d) the Method of Distribution (as applicable);
- (e) Other guidance posted at: <https://recovery.texas.gov/action-plans/mitigation/index.html>; and Docusign;
- (f) Other guidance posted at: <https://www.hudexchange.info/>.

**ARTICLE 2: MANDATORY ATTACHMENTS AND PRIORITY IN THE EVENT OF CONFLICT**

In consideration of the compensation hereinafter described, Subrecipient shall perform H-GAC approved services as specifically described in the Scope of Work and Budget, and any applicable attachments including the applicable provisions - GLO CONTRACT NO. 24-065-060-E570 COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM – REGIONAL MITIGATION PROGRAM PROJECTS NON-RESEARCH & DEVELOPMENT MITIGATION FUNDING, attached hereto and incorporated herein for all purposes.

Please note, in the event of a dispute regarding the federal provisions of this Agreement, the above referenced GLO contract, included herein, will take priority over the General and Special Provisions of this agreement. Subrecipient must ensure they are compliant with all applicable federal requirements.

**ARTICLE 3: PAYMENTS**

The Subrecipient shall be reimbursed by H-GAC for authorized costs incurred in performance of the work described in Scope of Work, Attachment A, subject to:

*A. Maximum Value*

Subject to the terms and exclusions outlined in this Agreement, and subject to the confirmation of eligibility under applicable state, local, and federal statutes; H-GAC will reimburse Subrecipient for goods, services, or expenditures on the basis of allowable costs up to the maximum value of this Agreement, or \$25,075,900.00. Allowable costs must be: certified by Subrecipient as correct and necessary, directly associated with performance of this Agreement, provisioned under the Scope of Work or other mutually executed Attachment, and properly submitted at the rates prescribed by state or federal regulations.

*B. Increase Request*

Any amount requested in excess of this maximum value, must be requested by Subrecipient in writing, and approved by H-GAC, prior to Subrecipient's reimbursement request. Approval or denial of an increase request is at the sole discretion of H-GAC. Any increased expense deemed by H-GAC as sizable may require specific written approval, at the request and discretion of H-GAC.

*C. Timely Submission Required*

H-GAC is not liable for any costs incurred by the Subrecipient in the performance of this agreement which have not been billed to H-GAC within thirty (30) days following termination of this agreement.

*D. Progress Reports*

To obtain reimbursement, monthly Progress Report submissions shall be required of Subrecipient, as outlined under the Scope of Work.

*E. Timely Processing*

Reimbursement from H-GAC shall be processed monthly, after the receipt of the Subrecipient's completed invoice with substantive supporting documentation. Reimbursement from H-GAC is subject to timing of payment from the GLO and conducted in compliance with the terms of the contract between H-GAC and GLO.

*F. Format of Request; Required Information*

Subrecipient shall use the approved H-GAC Reimbursement Form or Report Form template, to provide substantive supporting documentation and request reimbursement, if a template is attached to this Agreement. If no templated form is attached, Subrecipient shall submit detailed information, supported by back-up documentation, demonstrating reasonable and necessary expenditures for all billed expenses in the same line-item detail provided in the Subrecipient proposal. Subrecipient shall submit and certify all information, and hereby agrees to final audit by H-GAC or its agent, at H-GAC's discretion, before releasing funds. Subrecipient shall provide and format information as necessary to meet requirements of H-GAC's contract with the GLO.

**ARTICLE 4: REPAYMENTS**

*Repayment.* The Subrecipient understands and agrees that it shall be liable to repay and shall repay upon demand any amounts determined by H-GAC, its independent auditors, or any agency of state or federal government, if the Subrecipient has been paid in violation of the terms of this Agreement.

**ARTICLE 5: PERSONNEL**

Subrecipient shall employ qualified staff members, including a Project Manager, who shall be responsible for the task administration and work performance. In the event the original Project Manager is no longer available to this project, a substitution of like personnel with similar qualifications can be made after obtaining prior written approval of H-GAC.

**ARTICLE 6: AUDIT AND MONITORING**

H-GAC shall maintain the right to review and inspect the progress of the work described herein at all times. H-GAC shall conduct periodic analysis of the Subrecipient's performance under this agreement for the purpose of assessing the degree to which contractual objectives, as identified in this agreement or as subsequently amended, are achieved by the Subrecipient. Subrecipient agrees to serve as the Responsible Entity for compliance monitoring activities required under the GLO contract with H-GAC (Attachment A).

**ARTICLE 7: INSURANCE**

Subrecipient certifies that it has either adequate coverage to meet claims, or is self-insured for all claims. The limits of liability are set in part by the Texas Tort Claims Act §101.001. The Texas Labor Code §504, and the Texas Workers Compensation Act, outline limits of liability for worker's compensation and employer's liability. During the full term of the Agreement, Subrecipient must provide general liability and property insurance in amounts sufficient to cover contractual liability, and protect program facilities including equipment. Subrecipient must ensure that any owned, leased, or non-owned automobiles used in performance of this agreement by Subrecipient's employees or agents are covered by sufficient automobile liability insurance. Subrecipient certifies that it either has Workers' Compensation insurance in the amount required by statute, or is self-insured for workers' compensation coverage under statute. Subrecipient further represents that it is insured for general liability including bodily injury, death and property damage. All insurance certificates, policies, and binders must be maintained by Subrecipient at its program site for review by H-GAC at any time.

**ARTICLE 8: PROGRESS REPORTS**

Subrecipient shall submit monthly progress reports documenting task-specific accomplishments, units of work performed, and program results achieved, as outlined in the Scope of Work of this Agreement.

*A. Compliance*

Subrecipient shall report its own internal legal efforts to ensure compliance with funding or administrative standards. Subrecipient is solely responsible for compliance, and any supplemental guidance produced or provided by H-GAC in no way absolves or diminishes Subrecipient liability. Any information provided by H-GAC should not be relied upon as a wholly exhaustive list of recommendations, provisions, or regulatory requirements.

*B. Format of Report*

Subrecipient shall use the approved H-GAC Progress Report form template, if a template is attached to this Agreement. If no templated form is attached, Subrecipient shall submit a Progress Report that must include: 1) A brief description of work accomplished for each task, 2) The percentage of completion of the overall work project expressed in units, task requirements or any other agreed upon unit measurement, 3) Task priorities remaining under the agreement, 4) Special problems or delays encountered or anticipated, and 5) The anticipated work activities for the next work period.

#### *C. Other Reports*

Subrecipient shall submit other information as may be required by H-GAC, such as: contract closeout reports, special requested data, follow-up reports, or ad hoc reports and information on the operation and performance of this Agreement. H-GAC shall provide a reasonable time for response, in consideration of the nature and availability of the information requested.

#### *D. Breach*

Subrecipient's failure to comply with the requirements of this Article shall constitute a breach of this Agreement.

### **ARTICLE 9: FINAL REPORTS**

No later than thirty (30) days following the termination of this Agreement, the Subrecipient must submit to H-GAC a Report Form marked "Final". This final report shall notify H-GAC that no further reimbursement requests will be made against this Agreement and shall certify the satisfactory completion of all activities and deliverables required under this Agreement.

Upon completion of the Scope of Work, the Subrecipient will submit all materials specified as deliverables in the Scope of Work. Subrecipient shall furnish H-GAC with all computer files pertaining related to the Scope of Work, that were not previously transmitted.

### **ARTICLE 10: COMPANY ROLE RESPONSIBILITIES**

#### *A. Safety*

Subrecipient is responsible for all necessary safety precautions and programs in connection to work performed under this agreement. Additionally, Subrecipient must comply with all applicable laws and regulations in handling hazardous substances, waste disposal and waste manifests.

#### *B. Quality Assurance*

Subrecipient shall comply with any applicable environmental quality requirements, including those set forth by the Texas Commission on Environmental Quality (TCEQ).

### **ARTICLE 11 SANCTIONS OR REMEDIAL MEASURES**

A. Performance Sanctions. Subrecipient's failure to comply with any provision of this contract and attached Scope of Services, any applicable federal or state laws, regulations and rules, and any other applicable H-GAC policies, issuances, and rules may subject Subrecipient to sanctions and/or remedies imposed by H-GAC.

B. Financial Sanctions. H-GAC retains the right to deduct the amount of any advance payment or previous overpayment made by H-GAC, from any subsequent billing submitted by Subrecipient for violations under this contract. Failure to comply with the Subrecipient obligations or submit billings timely is valid justification for termination of this contract or disallowance of payment. Subrecipient will be liable for and will repay to H-GAC, on demand, any amounts which are not expended in compliance with this contract or disallowed, as a result of a resolution agreement. Subrecipient will further be responsible for any audit exception or other payment deficiency covered by this contract and all subcontracts hereunder which is found to exist by monitoring or auditing by any party as authorized or required by H-GAC. Subrecipient will be liable for such funds and will repay such funds even if the improper expenditure, if any, was made by a subcontractor of Subrecipient. All repayment made by the Subrecipient shall be from non-federal funds. Subrecipient's failure to pay within 30 days after demand may result in legal actions to recover such funds, sanctions as set forth in this section and/or additional cost including allowable interest.

C. If the Subrecipient fails to submit to H-GAC in a timely and satisfactory manner any report

required by this contract, or otherwise fails to satisfactorily render performances hereunder, H-GAC may withhold payments otherwise due and owing to Subrecipient. If H-GAC withholds such payments, it will notify the Subrecipient in writing of its reasons for withholding payment. Payments withheld pursuant to this paragraph may be held by H-GAC until such time as the delinquent obligations for which funds are withheld are fulfilled by the Subrecipient.

- D. If the Subrecipient neglected to follow procurement rules when buying inventory or equipment, H-GAC may recover funds. H-GAC may withhold payments on any invoices owed to a Subrecipient if the Subrecipient does not provide a current inventory when requested. H-GAC may refuse to close a contract and make a final payment to Subrecipient if the Subrecipient's inventory is not current with H-GAC records. H-GAC may also recover funds when Subrecipient fails to report stolen or lost equipment.
- E. Notwithstanding H-GAC's exercise of its right of early termination, the Subrecipient will not be relieved of any liability for damages due to H-GAC. H-GAC may withhold payment to Subrecipient on this contract until such time as the exact amount of damages due to H-GAC from the Subrecipient is agreed upon or is otherwise determined by H-GAC.

#### **ARTICLE 12: EQUIPMENT & COMPUTER SOFTWARE**

Any purchase of equipment or computer software made pursuant to this Contract shall be made in accordance with all applicable laws, regulations, and rules, including those defined in 2 C.F.R. § 200.313.

In accordance with 24 C.F.R. § 570.502(a), if equipment is acquired, in whole or in part, with funds under this Contract and is then sold, the proceeds shall be considered program income, as defined in **Section 2.03** above. Equipment not needed by Subrecipient for Activities under this Contract shall be (a) transferred to the GLO for the CDBG-MIT Program or (b) retained by Subrecipient after compensating the GLO an amount equal to the current fair market value of the Equipment less the percentage of non-CDBG-MIT funds used to acquire the Equipment.

#### **ARTICLE 13: ACKNOWLEDGEMENT OF FINANCIAL SUPPORT**

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

#### **ARTICLE 14: 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 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.

#### **ARTICLE 15: FEDERAL FUNDING**

Funding for this Contract is appropriated by the Congress of the United States under the act(s) listed in the table below and allocated to the State of Texas by HUD in accordance with Executive Order 12892, to fund disaster relief and recovery efforts in presidentially declared major disaster areas, as defined in Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 *et seq.*).

##### **Congressional Act**

Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted February 9, 2018, for necessary expenses for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 *et seq.*) related to disaster relief, long-term recovery, restoration of infrastructure and

##### **Federal Award Identification Number (FAIN)**

B-18-DP-48-0002



housing, economic revitalization, and mitigation in the most impacted and distressed areas resulting from a major declared disaster that occurred in 2015, 2016, or 2017.

The fulfillment of this Contract is based on those funds being made available under Catalog of Federal Domestic Assistance (CFDA) No. 14.228 to the GLO as the lead administrative state agency. All expenditures under this Agreement must be made in accordance with this Agreement and the Contract, the rules and regulations promulgated under the CDBG-MIT Program, and any other applicable laws. Further, Subrecipient acknowledges that all funds are subject to recapture and repayment for noncompliance.

#### **ARTICLE 16: RECAPTURE OF FUNDS**

Subrecipient shall conduct, in a satisfactory manner as determined by the H-GAC and GLO, the Activities as set forth in the Agreement and the Contract. The discretionary right of H-GAC and the GLO to terminate for convenience under **Section 3.02** of the Contract notwithstanding, the GLO may terminate the Contract and recapture, and be reimbursed by H-GAC 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-MIT Program National Objective as specified in the Performance Statement in Attachment A or that is not otherwise eligible under CDBG-MIT regulations.** H-GAC shall likewise reserve the right to seek recapture or reimbursement of any funds expended under this Agreement that do not meet the terms of the Agreement or which have been recaptured by GLO under the terms of the Contract.

#### **ARTICLE 17: 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 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 any person or entity performing work on any construction Activity under the Contract to complete form SF-424D, entitled "Assurances – Construction Programs," and Subrecipient shall maintain such documentation.**

#### **ARTICLE 18: PROCUREMENT**

Subrecipient must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Failure to comply with 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules could result in recapture of funds. Subrecipient must confirm that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

(a) the Texas Comptroller's Vendor Performance Program at <https://comptroller.texas.gov/purchasing/>; and

(b) the U.S. General Services Administration's System for Award Management at <https://www.sam.gov/>.

#### **ARTICLE 19: CHILD SUPPORT OBLIGATION**

Under Section 231.006 of the Texas Family Code, the 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. 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.”

#### **ARTICLE 20- PREFERENCE AND PROCUREMENT OF 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 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.

(b) 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>.

#### **ARTICLE 21- 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:**

- (1)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."*

#### **ARTICLE 22- PERIOD OF RETENTION**

In addition to any retention period mentioned in the General Provisions of this Agreement, please note the GLO and/or H-GAC will notify all Program participants of the date upon which local records may be destroyed. Local records may not be destroyed prior to this notification.

#### **ARTICLE 23: 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 mitigation activities to reduce disaster risks in 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 – Mitigation Program."**

#### **ARTICLE 24: INFORMATION RESOURCES SECURITY POLICY**

Subrecipient shall maintain a written information security policy, which at minimum:

- (1) Ensures that all Subrecipient's employees and Subrecipient's subcontractor's employees shall complete a cybersecurity training program certified under section 2054.519 of the Texas Government Code. Such training must occur during the contract term and renewal period. Subrecipient shall provide Houston-Galveston Area Council acronym with verification of required training upon completion or H-GAC's request;
- (2) Provides regular training of all Subrecipient's employees and Subrecipient's subcontractor's employees on applicable and up to date security procedures and techniques;
- (3) Requires that Subrecipient and Subrecipient subcontractors maintain privacy policies that protect private data as prescribed by applicable state, local, federal privacy laws and regulations; and,
- (4) Requires that Subrecipient and Subrecipient's subcontractors utilize adequate safeguards to address any security vulnerabilities.

Upon request, Subrecipient shall provide H-GAC with a copy of Subrecipient and Subrecipient's subcontractor's written information security policies.

#### **ARTICLE 25: ACCESS AND PROTECTIONS OF H-GAC INFORMATION RESOURCES, DATA, AND CREDENTIALS**

Subrecipient is responsible for, must protect, and shall provide adequate safeguards against any unauthorized use, modification, or disclosure of H-GAC information resources, data, and credentials. Subrecipient and Subrecipient subcontractors shall stay up to date and aware of current, ongoing, and potential telecommunications security risks in Subrecipient and Subrecipient subcontractors given environment(s) and must always consider information sensitivity and transmission security issues when selecting a communications medium. Subrecipient and Subrecipient subcontractors are required to utilize up-to-date and adequate anti-virus or malware protection software for all systems and devices used to access Houston-Galveston Area Council acronym information resources, data, and credentials. Subrecipient is responsible for any incident arising from improperly protected Houston-Galveston

Area Council acronym information resources, data, and credentials.

**ARTICLE 26: SECURITY BREACH**

Subrecipient shall notify H-GAC within 24 (twenty-four) hours of Subrecipient's discovery of a security incident, breach, or unauthorized use, modification, or disclosure of H-GAC information resources, data, or credentials. Hereinafter, such an event will be referred to as a "security breach" in this section. Upon immediate discovery of security breach, Subrecipient will coordinate with H-GAC to determine and implement an adequate and timely action plan to mitigate security breach and resolve any issues resulting from security breach. Subrecipient shall bear all associated costs for any security breach caused by the negligence or willful misconduct of the Subrecipient and Subrecipient's subcontractors.

**ARTICLE 27: CONTRACT CLOSEOUT REPORT**

Subrecipient shall prepare and submit to H-GAC information as necessary to support H-GAC's submission of a final **Grant Completion Report** to the GLO for approval. Per the terms of H-GAC's agreement with GLO, the Grant Completion Report shall confirm final performance measures, budgets, and expenses for all Project Activities within thirty (30) days following the completion of all Activities required under the GLO Contract; however, in no event shall Subrecipient submit the Grant Completion Report later than the date of expiration of the Contract. The GLO will close the Contract in accordance with 2 C.F.R. §§ 200.344 through 200.346 and GLO CDBG-MIT guidelines consistent therewith.

H-GAC, with the assistance of information provided by Subrecipient, shall submit a final Budget and actual expenditures to the GLO as part of the Grant Completion Report. The Grant Completion Report shall be in a format prescribed by the GLO and shall confirm eligibility and completion of all Activities performed under this Contract. **FAILURE TO SUBMIT TO THE GLO THE FINAL BUDGET AND ACTUAL EXPENDITURES AS PART OF THE GRANT COMPLETION REPORT PRIOR TO CONTRACT EXPIRATION WILL RESULT IN FORFEITURE AND DE-OBLIGATION OF ALL REMAINING, UNREQUESTED FUNDS.**

The GLO will notify H-GAC via official closeout letter upon review and approval of the final Grant Completion Report.

## Attachment A

### Scope of Work

#### Section 1: Overview

This Scope of Work reflects the roles, responsibilities, and tasks specific to Fort Bend County and any parties contracted thereby (County) and the Houston-Galveston Area Council (H-GAC) in the completion of work being conducted under the Texas General Land Office (GLO) Contract No. 24-065-060-E570 (Contract) between GLO and H-GAC (provided as Appendix A of this Agreement). The Contract provides for Community Development Block Grant – Mitigation (CDBG-MIT) funds for a number of purposes being overseen by H-GAC, including the Fort Bend County project (Project) for work related to the channel modification along the Brazos River at the Simonton “Pinch Point”. The relationship between the County and H-GAC is formalized in the Subrecipient Agreement (Agreement) to which this scope of work Appendix is attached. **The Agreement in its entirety, including general provisions, special provisions, and this scope of work, are subject and subordinate to all requirements and restrictions of the Contract, as it may be amended from time to time.** The Agreement may impose additional restrictions on the County and H-GAC, but in any instance in which the language of the Agreement is in conflict with the Contract other than supplemental requirements, the Contract shall supersede the Agreement.

#### Section 2: Project Description

The County, with support and oversight by H-GAC, will conduct the Project using the means, methods, budget, and monitoring and reporting tasks described in the Project description in the Contract, as was previously approved by GLO during the review of H-GAC’s CDBG-MIT application 2022-100164-RMP and the formalization of the approval as part of the Contract. Any change to the details of the Project previously approved by GLO will require review and approval by H-GAC and GLO prior to deviation from the previously approved Project description. All Tasks described below shall be conducted on a schedule or timelines approved under the Agreement and the Contract, as previously approved by the GLO during the Application and Contract phase, or as subsequently modified with agreement of the GLO.

#### Section 3: Roles and Responsibilities Overview

**H-GAC’s** primary tasks under this Agreement are to represent and support the County in interactions with GLO; ensure all work, monitoring, reporting and other tasks assigned to the County are conducted in accordance with the Agreement and the Contract; compile financial reporting, financial invoicing, and other progress reporting information required by the



Agreement and the Contract from information submitted by the County and other local partners; and reimburse the County of appropriate expenses of work conducted under the Agreement (subject to prior GLO reimbursement or payment otherwise tendered.)

**The County's** primary tasks under this Agreement are to conduct all environmental or other monitoring work, including assuming the role of Responsible Entity pursuant to the requirements and definitions of such in the Contract, necessary to satisfy requirements of the Agreement and Contract; procure all vendors or contractors (or confirm the procurement of existing vendors as needed) necessary to complete the Project in accordance with procurement requirements of the Contract and Agreement; Acquire, in accordance with applicable requirements, all land, easements, or other means necessary for the channel activities; construct and bring into operational capacity channel improvements; and to provide H-GAC with all financial and progress reporting information necessary to satisfy the Agreement and Contract.

#### **Section 4: Project Tasks**

**Task 1: Project Initiation** - The County will support H-GAC with all steps necessary to initiate the Project and Contract, including but not limited to startup documentation and meetings.

**1.1 Project Initiation Meetings** - The County and H-GAC shall attend a Community Development Block Grant- Mitigation (CDBG-MIT) kickoff workshop hosted and presented by the General Land Office, and other meetings as necessary to satisfy the Agreement and Contract.

**1.2 Startup Documentation** – The County shall provide all startup documentation requested by H-GAC as necessary to satisfy GLO requirements.

**1.3 Procurement and Insurance Planning** – The County shall coordinate with H-GAC to ensure all Contract and Agreement requirements regarding procurement policies are understood by both parties, and plan for future procurements. Additionally, the County will work with H-GAC to document insurance requirements of the Contract are met prior to the initiation of any work to which they apply.

**1.3 Project Planning** – The County shall work with H-GAC to set up regular progress meetings at a mutually agreeable frequency. The County shall coordinate with H-GAC on continuing means and methods of communication between both parties and respective vendors, including the designation of a Project Manager for each party, and designated points of contacts.

**Task 2: Environmental Assessment, Monitoring, and Permitting** – The County shall procure and conduct all work necessary to evaluate, seek permits or other clearances for, monitor, and report to H-GAC on all environmental and related requirements of the Agreement and the Contract. As part of this role, the County shall serve as the Responsible Entity for this Project under the Contract.

**2.1 Environmental Evaluation and Review** – The County shall conduct or procure services as necessary to conduct all preliminary and ongoing environmental and site review work necessary to satisfy the Contract and conduct the work of the Project. The County shall make all results available as needed, to H-GAC, except as otherwise prohibited by applicable statute or superseding restriction.

**2.2 Environmental Permitting** – The County shall pursue, acquire, and maintain all permits or other legal clearances needed to conduct the work of the Project in accordance with the Contract and other applicable regulation and requirements.

**2.3 Environmental Monitoring and Reporting** – The County shall conduct all preliminary and ongoing monitoring tasks and submit to H-GAC reporting information necessary to meet the Contract requirements. H-GAC shall coordinate all direct reporting to GLO except as otherwise designated by GLO related to the County's role as the Responsible Entity.

**2.4 Responsible Entity** – For all applicable tasks of the Project, the County shall serve as the Responsible Entity as described in, and required by, the Contract and Agreement.

**Task 3: Construction and Acquisition** – The County shall procure all vendors, contractors, and consultants; pursue, acquire, and maintain any legal permits and clearances; acquire necessary parcels and easements; and conduct all construction work to meet the goals of the Project.

**3.1 Procurement** – The County will procure all consultants, vendors and contractors needed to complete the construction and acquisition tasks of the Project. H-GAC shall support the County as needed in ensuring procurement requirements of the Agreement and Contract are met.

**3.3 Acquisition** – The County shall acquire all property and easements necessary to support the channel improvements and necessary related infrastructure.

**3.3 Construction** – The County shall design and construct the channel improvements and related infrastructure and bring it into an operational capacity. H-GAC shall support the County in coordinating interactions with GLO on all aspects of this and other subtasks. The County shall ensure all signage required by the Contract is erected and maintained.

**Task 4: Project Progress Reporting** – The County shall provide H-GAC all information necessary to meet financial and progress reporting requirements of the Agreement and the Contract. H-GAC shall provide the County with forms, access to necessary databases, or other means and methods necessary to facilitate the County's reporting requirements. H-GAC shall compile and submit all reporting information to GLO, except as otherwise designated by GLO or through mutual agreement of the County and H-GAC.

**4.1 Monthly Activity Status Report** – For the duration of the Agreement, on or before the final day of the month in which Project activities occur, the County shall provide information for a monthly activity status report, in a format approved by H-GAC in accordance with Attachment F of the Contract. H-GAC shall submit a monthly activity status report to GLO by the fifth day of the month following the month in which the reported activities were performed.

**4.2 HUD Contract Reporting** – For the duration of the Agreement, on or before the final day of the month in which Project activities occur, the County shall provide a written summary of all contracts procured by County using grant funds awarded for the Project under the Agreement and Contract, in a format approved by H-GAC in accordance with Attachment H of the Contract. H-GAC shall submit a monthly activity status report to GLO by the fifth day of the month following the month covered by the summary.

**4.3 Section 3 Reporting** – For the duration of the Agreement, on or before the final day of the quarter in which Project activities occur, the County shall submit to the H-GAC quarterly reports documenting actions taken to comply with the employment, training, and contracting requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, the results of those actions, impediments encountered.

**4.3.1 Section 3 Annual Report** – In addition to the quarterly reports, the County will submit to H-GAC on or before September 15<sup>th</sup> of each year, cumulative information on the Project sufficient to meet H-GAC's Section 3 Annual Report requirement of the Contract.

**4.5 Report Submission** – H-GAC shall compile and submit to GLO all reports required by the Contract. H-GAC shall coordinate with the County to ensure all information provided by the County is sufficient to meet Contract requirements. The County shall support H-GAC in developing or amending any information necessary for subsequent amendments or additions to the reports requested by GLO.

**4.6 Project Progress Meetings** – H-GAC and the County will establish and attend regular meetings internally and with GLO.

**4.6.1 GLO Project Meetings** – The County shall attend Project progress meetings with H-GAC and GLO at a frequency established by GLO.

**4.6.2 H-GAC Project Meetings** - The County and H-GAC shall attend monthly Project meetings, or at a frequency otherwise mutually agreeable to both parties.

**Task 5: Financial Reporting, Invoicing and Reimbursement** – The County shall submit to H-GAC financial invoicing for Project activities, financial reporting, and other documentation necessary for H-GAC to pursue reimbursement or other payment activity with GLO and meet Contract requirements.

**5.1 Procurement** – The County shall conduct all procurements, and coordinate with H-GAC to ensure that County, H-GAC, and applicable state and federal standards are followed. H-GAC shall work with the County during the first year of the project to establish a procurement plan, and update it as necessary.

**5.2 Invoicing** – The County shall submit all reimbursement requests or documentation for other payment arrangement established with GLO no later than 90 days from the date County or any subcontractors incur the expense. The County shall strive to document and submit all expenses as early as possible to ensure prompt payment. H-GAC will review all reimbursement requests and submit them to GLO not later than 60 days of receipt, but as early as possible. The County shall submit information in a format and of sufficient quality as requested by H-GAC.

**5.3 Benchmarks** – The County shall be responsible for meeting all benchmarks established in the Contract, except as otherwise amended in advance. The County shall not submit any requests for reimbursement not authorized by benchmark progress.

**5.4 Payment of Vendors** – The County shall reimburse all contractors, vendors or consultants procured under the Agreement in a timely manner pursuant to the requirements of the Contract.

**5.5 Annual Audit** – The County shall submit information to H-GAC as necessary to complete an annual Audit Certification Form no later than 45 days after the end of the County's fiscal year.

**Task 6: Engagement and Outreach** – The County shall conduct all public outreach and engagement necessary to meet the requirements of the Agreement and Contract. H-GAC shall support the County in coordinating and participating in required outreach and engagement activities as appropriate.

**6.1 General Public Outreach** – The County will conduct all outreach, including but not limited to, public hearings, public meetings, legal notices, and other means and methods of communicating with the public regarding Project activities as required by the Contract

and Agreement. H-GAC shall support the County in coordinating with GLO on specifics of requirements and approval for elements conducted; and participating in outreach activities as appropriate.

**6.2 Affirmatively Furthering Fair Housing** – The County shall, at a minimum, partner with H-GAC on conducting a Fair Housing activity with the County Commissioner’s Court, pursuant to the requirements of the Contract. The County shall report to H-GAC any other Fair Housing activities it may conduct during the life of the Project. H-GAC shall support the County in conducting the County Commissioner’s Court activity and in other Fair Housing outreach activities as appropriate. H-GAC and the County shall conduct other activities as required by the GLO.

**6.3 Formal Notifications and Meetings** – The County shall conduct all hearings, meetings, notices and other required public engagement and notification tasks related to the work of the Project as required by the Agreement, the Contract, or requirements specific to the County. The County shall coordinate with H-GAC on documenting and reporting these activities.

**Task 7: Closeout** – At the completion of the Project, and as required subsequent to the conclusion of Project activities, the County shall produce all required documentation, information for Contract reporting; conduct all monitoring activities; and otherwise provide for successful closeout of the project as required by the Agreement and the Contract.

**7.1 Retention** – The County shall coordinate with H-GAC to ensure all project documentation and related information is secured and retained.

**7.2 Final Payments and Clearances** – The County shall ensure that all financial invoicing and reporting and related documentation is provided for H-GAC prior to the conclusion of the Contract. H-GAC shall make final payment for any approved costs subsequent to receiving final payments and approvals from GLO, per the terms of the Contract.

**7.3 Extensions** - The County shall notify H-GAC of any request for extension, which shall be received 120 days in advance. H-GAC will submit requests for extension no later than 90 days in advance to the GLO.



## Attachment A Continued

### Section 5: Budget

The approved budget for the Project in the Contract, as may be amended from time to time, is reflected in Table B-1. This budget reflects CDBG-MIT funds available to the County (and its contracted parties) and H-GAC under the terms of the Agreement and the Contract. Additional funds expended by the County and H-GAC are not reflected in this budget but may be required in financial reporting documentation.

<b>Budget Category</b>	<b>Budget Amount</b>
Grant Administration	\$760,000.00
Environmental	\$50,000.00
Planning	\$0.00
Acquisition	\$500,000.00
Special Environmental	\$0.00
Engineering	\$3,085,375.00
Construction	\$20,680,525.00
<b>Total</b>	<b>25,075,900.00</b>

# Attachment B



**GLO CONTRACT NO. 24-065-060-E570**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**MITIGATION PROGRAM – REGIONAL MITIGATION PROGRAM PROJECTS**  
**NON-RESEARCH & DEVELOPMENT**  
**MITIGATION FUNDING**

The **GENERAL LAND OFFICE** (the “GLO”), a Texas state agency, and **HOUSTON-GALVESTON AREA COUNCIL**, Texas Identification Number (TIN) **17415575756** (“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 Mitigation (“CDBG-MIT”) program to provide financial assistance with funds appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, or 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.).

Through CDBG-MIT Federal Award Number B-18-DP-48-0002, awarded January 12, 2021, as may be 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-MIT program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, the 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 **\$41,637,089.50**, 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 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 costs incurred before the effective date of this Contract, in accordance with federal law.

**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
- 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
- ATTACHMENT H:** 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-MIT program, including, without limitation, the following:

- (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;
- (d) the Method of Distribution (as applicable);
- (e) Other guidance posted at: <https://recovery.texas.gov/action-plans/mitigation/index.html>; and

(f) Other guidance posted at: <https://www.hudexchange.info/>.

All Guidance Documents identified herein 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 the property owner’s voluntary relinquishment of the property upon Subrecipient’s purchase of it or through Subrecipient’s 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 CDBG Mitigation (CDBG-MIT) Action Plan, as amended, found at <https://recovery.texas.gov/action-plans/mitigation/index.html>.

“Activity” means a defined class of works or services eligible to be accomplished using CDBG-MIT funds. Activities are specified in Subrecipient’s 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, of the Code of Federal Regulations and Chapters 321 and 2155 of the Texas Government Code.

“Advance Payment” means any payment issued by the GLO to Subrecipient before Subrecipient disburses awarded funds for Program purposes, as further defined at 2 C.F.R. § 200.1 and 2 C.F.R. § 200.305.

“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 to the GLO 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 reflects 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.

“Audit Certification Form” means the form, as specified in the GLO Guidance Documents, that Subrecipient will complete and submit to the GLO annually, in accordance with **Section 4.01** of this Contract, to identify Subrecipient’s fiscal year expenditures.

“AUGF” means HUD Form 7015.16, *Authority to Use Grant Funds*.

“[Benchmark](#)” means the milestones identified in **Attachment A** that define actions and Deliverables required to be completed by Subrecipient for release of funding by the GLO 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 of real property in a floodplain or Disaster Risk Reduction Area that Subrecipient makes 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 that any structures on the property be demolished or relocated and the land be reverted to a natural floodplain, converted into a retention area, or retained as green space for recreational purposes.

“[CDBG-MIT](#)” means the Community Development Block Grant Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

“[Certificate of Construction Completion](#)” or “[COCC](#)” means a document to be executed by 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, the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

“[COG](#)” means Council of Governments, a political subdivision responsible for representing member local governments, mainly cities and counties, seeking to provide cooperative planning, coordination, and technical assistance on issues of mutual concern crossing jurisdictional lines.

“[Contract](#)” means this entire document; 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](#)” means a work product 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 real property suffered damage from a disaster for which CDBG-MIT funding has been awarded to Subrecipient and in which the safety and well-being of area residents are at risk from future flooding events.

“[DRGR](#)” means the U.S. Department of Housing and Urban Development’s Disaster Recovery and Grant Reporting System.



“[Environmental Review Record](#)” or “[ERR](#)” means the cumulative documentation required for each Activity or project to certify whether or not the Activity or project was found to have significant impacts on the environment and certify that, in order to reach said conclusion, the required environmental review process was completed in accordance with HUD’s environmental regulations.

“[Equipment](#)” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by Subrecipient for financial statement purposes or \$10,000, as defined at 2 C.F.R. § 200.1.

“[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’s Federal Register Notice 84 Fed. Reg. 45838 (August 30, 2019) and any other publication affecting CDBG-MIT allocations funding this Contract.

“[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 Subrecipient will prepare at the completion of each federally funded project to certify 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, acting in their official capacities.

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

“[Grant Completion Report](#)” or “[GCR](#)” means a report containing an as-built accounting of all Activities completed under the Project and all information required for final acceptance of Deliverables and Contract closeout.

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

“[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 the Project milestones Subrecipient will utilize to ensure timely expenditures and Project completion.

“[Infrastructure](#)” means a project involving the creation of, repairs to, or replacement of public-works facilities and systems, including roads, bridges, dams, water and sewer systems, railways, subways, airports, and harbors. The term “Infrastructure” may also include a Planning Study project that relates to or affects Infrastructure facilities or systems.

“[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.

“[Low- and Moderate-Income](#)” or “[LMI](#)” means a family or individual household whose annual income does not exceed eighty percent (80%) of the median family income or such other income limits as determined by HUD. This definition includes Very-Low-, Low-, and Moderate-Income households.

“[LMISD](#)” means low-and moderate-income summary data as published by HUD which assists CDBG-MIT grantees in determining whether or not a CDBG-funded activity qualifies as a LMA activity.

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

“[MID](#)” means “most impacted and distressed,” referencing a geographical area identified by the State of Texas or HUD as an area that sustained significant damage from a major disaster.

“[Monthly Activity Status Report](#)” means a monthly Project Benchmark status report, as required under **Section 4.02**, for which a template is included as **Attachment F** of this Contract.

“[NTP](#)” means “notice to proceed,” a written authorization from the GLO to Subrecipient that allows Subrecipient to commence the work described in the NTP.

“[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.

“Planning” means an Activity performed to assist in determining community disaster recovery needs such as urban environmental design, flood control, drainage improvements, surge protection, or other recovery responses. Planning services cannot include engineering design.

“Program” means the CDBG-MIT 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**.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Regional Mitigation Program” means the CDBG-MIT program implemented by the GLO under which COGs develop and implement Methods of Distribution allocating CDBG-MIT funds to local entities to reduce future impacts from major disasters in the region, as outlined in the Action Plan.

“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 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 Houston-Galveston Area Council, a recipient of federal CDBG-MIT funds through the GLO as the pass-through funding agency.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of this Contract or the CDBG-MIT Program that is issued by the GLO and provided to Subrecipient, applicable to specific subject matters pertaining to this Contract, and to which Subrecipient shall be subject as of a specific date.

“Texas Integrated Grant Reporting System” or “TIGR” means the GLO system of record for documenting and reporting the use of grant funding.

“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 that were 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 made 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 sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any consent, approval, or waiver required or requested of it.
- (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, 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 the GLO’s Texas Integrated Grant Reporting (TIGR) system of record or as otherwise specified in a Technical Guidance Letter issued under this Contract.

Subrecipient will be paid in accordance with the Contract Budget and the Benchmarks described in **Attachment A**. Failure by Subrecipient to perform any action or submit any Deliverable as described in **Attachment A** could result in the GLO placing a hold on further Subrecipient draws, conducting an official monitoring risk assessment, or requiring repayment, in part or in full, by Subrecipient of drawn funds in addition to other remedies provided to the GLO under this Contract.

A draw request for an Advance Payment must be supported with documentation clearly demonstrating that the Advance Payment is required by Subrecipient in order for Subrecipient to continue carrying out the purpose of the Project.

## 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 INCUR THE EXPENSE. THE GLO MAY, IN ITS SOLE DISCRETION, DENY REIMBURSEMENT REQUESTS THAT DO NOT MEET THIS REQUIREMENT, ISSUE DELINQUENCY NOTICES, WITHHOLD CAPACITY POINTS ON FUTURE FUNDING COMPETITIONS, IMPOSE A MONITORING REVIEW OF SUBRECIPIENT'S ACTIVITIES, OR IMPLEMENT OTHER CORRECTIVE ACTIONS.**

Unless otherwise instructed in this Section, Subrecipient shall submit final reimbursement requests to the GLO prior to Contract expiration or within thirty (30) days after the date of Contract termination. The GLO, in its sole discretion, may deny payment and de-obligate remaining funds from the Contract upon 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 that are timely submitted.

## 2.03 PROGRAM INCOME

In accordance with 24 C.F.R. § 570.489(e), Subrecipient shall maintain records of the receipt and accrual of all program income, as "program income" is defined in that section. 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.

### **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 on which it is signed by the last Party and shall terminate on **May 31, 2028**, or upon the completion of all Benchmarks listed in **Attachment A** and required closeout procedures, whichever occurs first. **Subrecipient must meet all Project Benchmarks identified 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, at its discretion, may agree to amend this Contract to extend the Contract Period two (2) times for a period of up to one (1) year each. **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 DOCUMENTED IN A 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.

### **3.05 REVERSION OF ASSETS**

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

- (a) If applicable, Subrecipient shall transfer to the GLO any CDBG-MIT funds Subrecipient has in its possession 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-MIT funds awarded under this Contract; and
- (b) If applicable, real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds in excess of \$25,000 under this Contract shall be used to meet one of the CDBG-MIT National Objectives pursuant to 24



C.F.R. § 570.208, as identified in the Action Plan, until five (5) years after the expiration of this Contract or such longer period of time as the GLO deems appropriate. If Subrecipient fails to use the CDBG-MIT funded real property in a manner that meets a CDBG-MIT 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-MIT 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.

#### **ARTICLE IV - CONTRACT ADMINISTRATION**

##### **4.01 SUBMISSIONS – GENERALLY**

Except for legal notices that must be sent by specific instructions pursuant to **Section 8.12** of the Contract, 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 any required Program documentation in a timely and satisfactory manner as required under this Contract, the GLO, in its sole discretion, may issue a delinquency notification and withhold any payments, pending Subrecipient’s correction of the deficiency.**

**(a) Start-Up Documentation**

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

**(b) Audit Certification Form**

Not later than the close of business sixty (60) calendar days after the end of Subrecipient’s fiscal year for each year during the Contract term, Subrecipient must submit a completed Audit Certification Form to the GLO.

**(c) Other Forms**

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

- (i)** Subrecipient certifies, by the execution of this Contract, all applicable 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) or as otherwise instructed by the GLO Grant Manager, for each individual Activity identified in **Attachment A**. The Monthly Activity Status Report is due on the fifth day of the month following the month in which the reported Activities were performed for the duration of the Contract. Subrecipient shall submit the Monthly Activity Status Reports to the GLO through the TIGR system as prescribed in **Attachment F** or as specified by the GLO Grant Manager.

#### 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-MIT 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. Subrecipient shall only report contracts as defined in 2 C.F.R. § 200.1. Subrecipient must use the template in **Attachment H** to prepare the monthly reports. On or before the fifth day of each month during the Contract Period, reports summarizing required information for the preceding month shall be submitted through the TIGR system as prescribed in **Attachment H** or as specified by the GLO Grant Manager. Additional information about this reporting requirement is available in published HUD guidance and Federal Register publications governing the CDBG-MIT funding allocation.

#### 4.04 SECTION 3 REPORTING REQUIREMENTS

In accordance with 24 C.F.R. § 75.25, Subrecipient is required to submit to the GLO quarterly reports documenting actions taken to comply with the employment, training, and contracting requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended ([12 U.S.C. § 1701u](#)), the results of such actions taken, and impediments encountered (if any) to such actions. Subrecipient should maintain records of job vacancies, solicitations of bids or proposals, selection materials and contracting documents (including scopes of work and contract amounts), in accordance with procurement laws and regulations. Records should demonstrate Subrecipient's efforts to achieve the Section 3 numerical goals.

Section 3 quarterly reports are due on the 10<sup>th</sup> of the month following the quarter's close. The schedule is as follows:

Quarter 1 (Sept-Nov): Due **December 10<sup>th</sup>**

Quarter 2 (Dec-Feb): Due **March 10<sup>th</sup>**

Quarter 3 (Mar-May): Due **June 10<sup>th</sup>**

Quarter 4 (Jun-Aug): Due **September 10<sup>th</sup>**

Subrecipient is also required to submit an annual report, due on **September 30** of each year during the Contract Period. Forms for the Section 3 quarterly and annual reports may be found at [s3-section-3-quarterly-report.xlsx \(live.com\)](#) and [s7-section-3-annual-summary-report.xlsx \(live.com\)](#). Subrecipient must submit completed forms to the GLO through the TIGR system, as instructed by the GLO Grant Manager.

If Subrecipient conducts no hiring or contracting efforts during a quarter, Subrecipient must report zeros in the quarterly report fields for such and add a note in the “other efforts, see remarks below” field that states that fact.

Subrecipient is not required to develop and implement a Section 3 Plan and assign a Section 3 Coordinator, but these actions are considered best practices.

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

### **5.01 FEDERAL FUNDING**

- (a) Funding for this Contract is appropriated by the Congress of the United States under the act(s) listed in the table below and allocated to the State of Texas by HUD in accordance with Executive Order 12892, to fund disaster relief and recovery efforts in presidentially declared major disaster areas, as defined in Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 *et seq.*).

Congressional Act	Federal Award Identification Number (FAIN)
Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted February 9, 2018, for necessary expenses for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 <i>et seq.</i> ) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in the most impacted and distressed areas resulting from a major declared disaster that occurred in 2015, 2016, or 2017	B-18-DP-48-0002

The fulfillment of this Contract is based on those funds being made available under Catalog of Federal Domestic Assistance (CFDA) No. 14.228 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-MIT Program, and any other applicable laws. Further, Subrecipient acknowledges that all funds are subject to recapture and repayment for noncompliance.

- (b) **Subrecipient must have an assigned Unique Entity Identifier (UEID). Subrecipient must report its UEID to the GLO for use in various reporting documents.** A UEID 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.**

### **5.02 STATE FUNDING**

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas or the GLO in violation of Article III, Section 49, of the Texas

Constitution. The GLO's obligations hereunder are subject to the availability of state funds. If adequate 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 interests accrued up to the date of termination.

- (b) Any claim by Subrecipient for damages under this Contract may not exceed the amount of payment due and owing Subrecipient or the amount of funds appropriated for payment but not yet paid to Subrecipient under this Contract. Nothing in this provision shall be construed as a waiver of the GLO's 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-MIT Program National Objective as specified in the Performance Statement in Attachment A or that is not otherwise eligible under CDBG-MIT 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 Subrecipient received under this Contract. Subrecipient shall reimburse the GLO for such disallowed costs from funds that were not provided or otherwise made available to Subrecipient under this Contract. Subrecipient must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Subrecipient.

### 5.05 FINAL BENCHMARK

#### (a) Construction Activities

To ensure full performance of each construction Activity and the Project, the GLO will set aside an amount equal to five percent (5%) of Subrecipient's construction budget per Activity until completion and acceptance by the GLO of all actions and Deliverables for the Activity, as identified in **Attachment A**.

The GLO shall make the final disbursement to Subrecipient only upon the GLO's receipt and acceptance of the Deliverables identified in **Attachment A** as required for the completion of construction phase.

If Subrecipient has multiple construction subcontracts, an amount equal to five percent (5%) of Subrecipient's construction budget per construction subcontract shall be withheld by the GLO until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A** for the particular project.

Separate Deliverables are required per construction subcontract, and associated costs are pro-rated in accordance with budget details in the final GLO-approved Application. If a project includes more than one Environmental Review Record, associated costs are pro-rated in accordance with budget details in the final GLO-approved Application.

(b) **Project Delivery – Grant Administration**

To ensure full performance of this Contract, the GLO will set aside an amount equal to five percent (5%) of Subrecipient's project delivery – grant administration budget until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A**.

**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, subject to any other restrictions on publication outlined in this Contract, 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 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**

On all public information releases issued pursuant to this Contract, Subrecipient shall include a disclaimer stating that the funds for this Project are provided by Subrecipient and the Texas General Land Office through HUD's CDBG-MIT 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 necessary for fully disclosing to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine Subrecipient's compliance with this Contract and all applicable laws, statutes, rules, and regulations, including the applicable laws and regulations provided in **Attachment D** and **Attachment E**.

### **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 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.
- (d) At any time, the GLO may perform, or instruct a for-profit Subrecipient to perform, an annual Program-specific, fiscal, special, or targeted audit of any aspect of Subrecipient's operation. Subrecipient shall maintain financial and other



records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

### 7.03 PERIOD OF RETENTION

In accordance with federal regulations, 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-MIT grant, 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

For the duration of this Contract, Subrecipient shall procure and maintain 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 costs associated with 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 maintain copies of such licenses and permits as a part of its local records in accordance with Section 7.01 of this Contract or as otherwise specifically directed by the GLO. Subrecipient shall provide Monthly Activity Status Reports via the GLO system of record in accordance with Section 4.02 of this Contract.**

### 8.02 INDEMNITY

As required under the Constitution and laws of the State of Texas, each Party understands that it is solely liable for any liability resulting from its acts or omissions. No act or omission of a Party shall be imputed to the other Party. Neither Party shall indemnify or defend the other Party.

### 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 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 any person or entity performing work on any construction Activity under the Contract to complete form SF-424D, entitled "Assurances – Construction Programs," and Subrecipient shall maintain such documentation.**

#### **8.04 ASSIGNMENT AND SUBCONTRACTS**

Subrecipient must not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the GLO's prior written consent. Any attempted assignment, transfer, or delegation in violation of this provision is void and without effect. Notwithstanding this provision, it is mutually understood and agreed that Subrecipient may subcontract with others for some or all of the services to be performed under this Contract. In any approved subcontracts, Subrecipient must 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 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Failure to comply with 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules could result in recapture of funds. Subrecipient must confirm that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

- (a) the Texas Comptroller's Vendor Performance Program at <https://comptroller.texas.gov/purchasing/>; and
- (b) the U.S. General Services Administration's System for Award Management at <https://www.sam.gov/>.

#### **8.06 CHILD SUPPORT OBLIGATION**

Subrecipient represents and warrants that it will include the following clause in the award and contract documents for every subaward and subcontract and will require subawardees and subcontractors to certify accordingly: “Under Section 231.006 of the Texas Family Code, the vendor or applicant 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. 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.”

#### **8.07 SUBAWARD AND SUBCONTRACT MONITORING**

Subrecipient represents and warrants that it will monitor the activities of any subawardee as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved. Subrecipient represents and warrants that it will monitor the activities of any subcontractor as necessary to ensure that subcontract funds are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subcontract, and that subcontract performance goals are achieved.

#### **8.08 EQUIPMENT AND COMPUTER SOFTWARE**

Any purchase of Equipment or computer software made pursuant to this Contract shall be made in accordance with all applicable laws, regulations, and rules, including those defined in 2 C.F.R. § 200.313.

In accordance with 24 C.F.R. § 570.502(a), if Equipment is acquired, in whole or in part, with funds under this Contract and is then sold, the proceeds shall be considered program income, as defined in **Section 2.03** above. Equipment not needed by Subrecipient for Activities under this Contract shall be (a) transferred to the GLO for the CDBG-MIT Program or (b) retained by Subrecipient after compensating the GLO an amount equal to the current fair market value of the Equipment less the percentage of non-CDBG-MIT funds used to acquire the Equipment.

#### **8.09 COMMUNICATION WITH THIRD PARTIES**

The GLO and the authorities named in **Article VII**, above, may initiate communications with any subcontractor of Subrecipient, 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.

**8.10 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, an employer-employee or principal-agent relationship, 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, the following: the 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 of Texas to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State of Texas.

**8.11 COMPLIANCE WITH OTHER LAWS**

In the performance of this Contract, Subrecipient must comply, and must ensure the compliance of its subawardees and contracts, with all applicable federal, state, and local laws, statutes, ordinances, and regulations, including those listed in **Attachments B, C, D, and E**, and policies in effect or hereafter established. Subrecipient is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations affecting its performance under this Contract. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Subrecipient, the more restrictive requirement applies.

**8.12 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, 7<sup>th</sup> Floor  
Austin, TX 78701  
Attention: Contract Management Division

**Subrecipient**

Houston-Galveston Area Council  
3555 Timmons Lane, Suite 100  
Houston, TX 77027  
Attention: Charles Wemple

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 sent in accordance with this section.

### **8.13 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*, that it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any related document. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

### **8.14 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.

### **8.15 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 THE GLO'S SOVEREIGN IMMUNITY.**

### **8.16 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.

### **8.17 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](mailto: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.

#### **8.18 AMENDMENTS TO THE CONTRACT**

Amendments to decrease or increase the subaward, to add or delete an Activity as allowed by the Guidance Documents, to extend the term of the Contract, and/or to make other substantial changes to the Contract may be made only by written agreement of the Parties under the formal Amendment process outlined below, except that, upon completion of the Project, the GLO shall formally close out the Project by issuing a closeout letter pursuant to **Section 8.23**. The formal Amendment process requires official request documentation from Subrecipient detailing all provisions to be amended and supporting documentation as required. The GLO Grant Manager will confirm and review the request and, as appropriate, submit the proposed amended language or amount to the GLO’s 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 by the GLO during Project performance through a Revision or Technical Guidance Letter unilaterally issued by the GLO and acknowledged by Subrecipient. Such GLO approvals must be in writing and may be delivered by U.S. mail or electronic mail.

#### **8.19 ENTIRE CONTRACT AND MODIFICATIONS**

This Contract, its Attachments, and any Amendment(s), 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 issued Attachments, Technical Guidance Letters, and/or Revisions 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.



## 8.20 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. If applicable, a resolution, motion, or similar action has been duly adopted or passed as an official act of Subrecipient's governing body, authorizing the filing of the grant Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative or the designee of Subrecipient to act in connection with the Application and to provide such additional information as may be required.

## 8.21 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.

## 8.22 SURVIVAL

The provisions of **Articles V, VI, and VII** and **Sections 1.01, 1.03, 3.02, 3.04, 3.05, 8.02, 8.03, 8.09, 8.10, 8.11, 8.12, 8.13, 8.15, 8.16, 8.17, 8.18, 8.23, and 8.32** of this Contract and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

## 8.23 CONTRACT CLOSEOUT

Subrecipient shall prepare and submit to the GLO for approval a final **Grant Completion Report** confirming final performance measures, budgets, and expenses for all Project Activities within thirty (30) days following the completion of all Activities required under the Contract; however, in no event shall Subrecipient submit the Grant Completion Report later than the date of expiration of the Contract. The GLO will close the Contract in accordance with 2 C.F.R. §§ 200.344 through 200.346 and GLO CDBG-MIT guidelines consistent therewith.

Subrecipient shall submit a final Budget and actual expenditures to the GLO as part of the Grant Completion Report. The Grant Completion Report shall be in a format prescribed by the GLO and shall confirm eligibility and completion of all Activities performed under this Contract. **FAILURE TO SUBMIT TO THE GLO THE FINAL BUDGET AND ACTUAL EXPENDITURES AS PART OF THE GRANT COMPLETION REPORT PRIOR TO CONTRACT EXPIRATION WILL RESULT IN FORFEITURE AND DE-OBLIGATION OF ALL REMAINING, UNREQUESTED FUNDS.**

The GLO will notify Subrecipient via official closeout letter upon review and approval of the final Grant Completion Report.

## 8.24 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 *de minimis* indirect cost rate shall be set according to 2 C.F.R. § 200.414(f).

## **8.25 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.
- (c) Subrecipient represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Subrecipient represents and warrants that, in the administration of the grant, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code, if applicable. If circumstances change during the course of the Contract, Subrecipient shall promptly notify the GLO.

## **8.26 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 compliance is 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 event in writing, and, if possible, such notice must set forth the extent and duration of the Force Majeure. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and must 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.

## **8.27 ENVIRONMENTAL CLEARANCE REQUIREMENTS**

- (a) Subrecipient is the responsible entity, as "responsible entity" is defined under 24 C.F.R. Part 58, and is accountable for conducting environmental reviews and for obtaining any environmental clearance necessary for successful completion of an Activity or the Project. Subrecipient shall prepare an environmental review or assessment of each Activity or the Project in accordance with applicable laws, regulations, rules, and guidance. Subrecipient shall maintain a written Environmental Review Record ("ERR") for each Activity or the Project, 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.

## **8.28 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS**

- (a) Subrecipient must ensure that all citizens have equal and ongoing access to information about an Activity or the Project, including ensuring that Activity or Project information is available in the appropriate languages for the geographical area served by Subrecipient. Information furnished to citizens shall include, without limitation:
  - (i) The amount of CDBG-MIT funds expected to be made available;
  - (ii) The range of Activities or projects that may be undertaken with the CDBG-MIT funds;
  - (iii) The estimated amount of the CDBG-MIT funds proposed to be used for Activities or projects 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-MIT Activities or projects are likely to result in displacement.
- (b) Complaint Procedures: Subrecipient must have written citizen-complaint procedures for providing 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 in completing applications under the Project to persons of low and moderate income.
- (d) Subrecipient shall maintain a citizen participation file that includes a copy of 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.

## 8.29 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 mitigation activities to reduce disaster risks in 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 – Mitigation Program.”

## 8.30 PREFERENCE AND PROCUREMENT OF 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 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.
- (b) 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>.

## 8.31 EQUAL OPPORTUNITY CLAUSE

Subrecipient 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.***”

Subrecipient 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 Subrecipient 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.

Subrecipient 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.

Subrecipient 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, Subrecipient 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 Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.



**8.32 INFORMATION AND DATA SECURITY STANDARDS**

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

**8.33 CYBERSECURITY TRAINING PROGRAM (LOCAL GOVERNMENT SYSTEM)**

If Subrecipient is a local government as defined in Chapter 2054 of the Texas Government Code, Subrecipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

**8.34 DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS, CHARITABLE TRUSTS, AND PRIVATE FOUNDATIONS**

If Subrecipient is a governmental entity as defined in Chapter 2252 of the Texas Government Code, Subrecipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

**8.35 LIMITATIONS ON GRANT EXPENDITURE**

Subrecipient shall expend funds received under the grant or contract subject to the limitations and reporting requirements similar to those provided by the following:

- (a) Parts 2, 3, and 5 of the Texas General Appropriations Act, Article IX, except there is no requirement for increased salaries for local government employees;
- (b) Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- (c) Sections 2113.012 and 2113.101 of the Texas Government Code.

**8.36 LOBBYING EXPENDITURE RESTRICTION**

Subrecipient represents and warrants that the GLO's payments to Subrecipient and Subrecipient's receipt of appropriated or other funds under the Contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.

**8.37 OPEN MEETINGS**

If Subrecipient is a governmental entity, Subrecipient represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

**8.38 POLITICAL POLLING PROHIBITION**

Subrecipient represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity that performs political polling, except that this prohibition does not apply to a poll

conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

### **8.39 REPORTING COMPLIANCE**

Subrecipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the Contract and maintain appropriate backup documentation to support the reports.

### **8.40 REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT**

Subrecipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office. Subrecipient represents and warrants its compliance with 2 C.F.R. § 200.113, which requires the disclosure in writing of credible evidence of violations of federal criminal law involving fraud, conflict of interest, bribery, and gratuity and the reporting of matters related to recipient integrity and performance.

### **8.41 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. 24-065-060-E570**  
**REGIONAL MITIGATION PROGRAM PROJECTS CONTRACT AGREEMENT**  
**CDBG-MIT – HURRICANE HARVEY HUD MID**

**GENERAL LAND OFFICE**

**HOUSTON-GALVESTON AREA  
COUNCIL**

Signed by:  
  
E70CDF09B56540E...  
Jennifer G. Jones


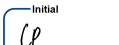
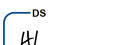
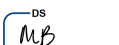

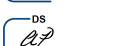
Chief Clerk and Deputy Land Commissioner

Date of execution: 12/12/2024

DocuSigned by:  
  
Charles Wemple

By: \_\_\_\_\_  
Title: Executive Director

Date of execution: 12/12/2024

OGC   
PM   
SDD   
DGC   
GC   
DCC 

**ATTACHED TO THIS CONTRACT:**

- ATTACHMENT A** Performance Statement, Budget, and Benchmarks
- 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
- ATTACHMENT H** Contract Reporting Template

**ATTACHMENTS FOLLOW**

**HOUSTON-GALVESTON AREA COUNCIL**  
**24-065-060-E570**  
**PERFORMANCE STATEMENT**

The GLO awards Houston-Galveston Area Council (Subrecipient) this Contract under HUD's Community Development Block Grant Mitigation (CDBG-MIT) program to provide financial assistance with funds appropriated to facilitate Activities related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from a major declared disaster that occurred in 2015, 2016, or 2017.

In strict conformance with the terms and conditions of the CDBG-MIT – Hurricane Harvey HUD MID and pursuant to the GLO's Regional Mitigation Program and this Contract, Subrecipient shall perform, or cause to be performed, the Infrastructure Activities identified below to increase its resilience to disasters and reduce or eliminate long-term risk of disaster-related loss of life, injury, damage to and loss of property, and suffering and hardship by lessening the impact of future disasters.

Subrecipient shall perform the Activities identified herein for the service area specified in its approved Texas Community Development Block Grant Mitigation Grant Application to provide a long-lasting investment that increases resiliency in the community. 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 \$41,637,089.50. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record (TIGR) of the GLO's Community Development and Revitalization division. Subrecipient must ensure expenditures for individual projects do not exceed the amounts for detailed funding categories in the project budget of the approved Grant Application, as may be revised in writing upon mutual agreement of the Parties. If it becomes necessary to redistribute Budget line-item amounts between Activities, Subrecipient must seek a Contract Amendment prior to performing any work.

DRGR Activity: MIT- Public Facilities and Improvements- Non-Covered Projects- UNM

Activity Type: Sewer Improvements

Project Title: City of Columbus Wastewater Treatment Plant

Subrecipient shall remove and replace current wastewater facility, install generator, and complete associated appurtenances. Construction will take place at the following locations:

Defining Project Location	Location Coordinates	Proposed HUD Performance Measures
Near 4128 State Highway 71	4128 State Highway 71 29.68387, -96.53804	1 Public Facility (PF)
Tait Street, Columbus Texas	Tait Street 29.69743, -96.53534	1 PF

Total Beneficiaries	LMI Beneficiaries	LMI %	Census Tract	Block Group
3,617	1,757	48.58	7504.00 7505.00	1 1,2,3,4
Beneficiaries were identified using City-Wide LMISD, and the above project meets the UNM national objective. UNM based on FY-21 LMISD with State Median Income waiver applied.				

DRGR Activity: MIT- Public Facilities and Improvements- Non-Covered Projects- LMI

Activity Type: Flood and Drainage Improvements

Project Title: Fort Bend County - Brazos River Erosion at Simonton Pinch Point

Subrecipient shall provide riverbank erosion repair, install stone and seed, and complete associated appurtenances. Construction will take place at the following locations:

Defining Project Location (on/along...)	Approximate Path or Location (from...to...) Mid-Point Coordinates	Proposed HUD Performance Measures
Simonton Pinch Point - South	From 29.67551, -96.03254 To 29.6144, -96.02026 29.67601, -96.02543	4,700 Linear Feet (LF)
Simonton Pinch Point - North	From 29.68241, -96.02449 To 29.68437, -96.01430 29.68437, -96.01886	5,500 LF

Total Beneficiaries	LMI Beneficiaries	LMI %	Census Tract	Block Group
63,770	35,075	55.00	6732.00 6733.00 6747.00 6748.00	1 1 2 1,2,3,4,5

			6749.00	1,2,3,4
			6750.00	1,2
			6751.00	1,2,3,4
			6752.00	1,2,3,4
			6753.00	1,2,3,4
			6754.00	1,2
			6755.00	2
			6758.00	1,2
			6802.00	3
			7601.00	2
			7602.00	2
Beneficiaries were identified using Census Tract/Block Group LMISD, and the above project meets the LMI national objective. LMI based on FY-21 LMISD with State Median Income waiver applied.				

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



**BUDGET**

<b>DRGR Activity</b>	<b>Grant Award</b>	<b>Other Funds</b>	<b>Total</b>
MIT- Public Facilities and Improvements- Non-Covered Projects- UNM	\$15,811,189.50	\$3,225,854.00 <sup>1</sup>	\$19,037,043.50
MIT- Public Facilities and Improvements- Non-Covered Projects- LMI	\$25,825,900.00	\$0.00	\$25,825,900.00
<b>TOTAL</b>	<b>\$41,637,089.50</b>	<b>\$3,225,854.00<sup>1</sup></b>	<b>\$44,862,943.50</b>

<sup>1</sup> TEXAS WATER DEVELOPMENT BOARD FUNDS, TO BE USED FOR CONSTRUCTION, ACQUISITION, ENVIRONMENTAL, AND ADMINISTRATION

### BENCHMARKS

Project Phase Actions and Deliverables	Not-To-Exceed Budget Gate Percentages by Budget Category (Subrecipient may draw up to, but not exceed, the identified percentage of the Budget category until stated Deliverable(s) are submitted to and approved by the GLO.)			Single Deliverable Milestones by Budget Category (Subrecipient may draw up to 100% of Budget category after submittal to and approval by the GLO of the stated Deliverable.)		Multiple Deliverable Milestones (Subrecipient may draw up to, but not exceed, the percentage stated after submittal to and approval by the GLO of the stated Deliverable.)	
	Project Delivery		Engineering Funds	Special Environmental Funds	Acquisition Funds	Construction Funds	Planning/ Studies (not related to engineering design)
	Grant Administration Funds	Environmental Funds					
<b>Action:</b> Start-up Phase <b>Deliverable:</b> Contract kick-off meeting sign-in sheet; all required Start-Up Documentation reviewed and accepted by the GLO; executed grant administration service provider contract in PDF format.	0-15%						
<b>Action:</b> Commencement of Engineering Phase <b>Deliverable:</b> Executed engineering service provider contract in PDF format provided during start-up phase as applicable			0-30%				
<b>Action:</b> Commencement of Environmental Phase <b>Deliverable:</b> Executed environmental service provider contract in PDF format provided during start-up phase as applicable.	15.01-30%	0-30%					
<b>Action:</b> Completion of Design Phase <b>Deliverable:</b> Complete signed and sealed 100% construction plans in PDF format.*			30.01-60%				

<b>Action:</b> Completion of Special Environmental Services <b>Deliverable:</b> GLO approval of required documentation, dependent upon additional environmental requirements					100%				
<b>Action:</b> Completion of Environmental Record Review <b>Deliverable:</b> GLO-signed AUGF**	30.01-50%	30.01-100%							
<b>Action:</b> Acquisition Phase <b>Deliverable:</b> Acquisition Detailed Report and supporting documentation per parcel accepted by the GLO*						100%			
<b>Action:</b> Commencement of Bid Phase <b>Deliverable:</b> First published bid notice and publisher's affidavit*	50.01-60%		60.01-70%						
<b>Action:</b> Commencement of Construction Phase <b>Deliverable:</b> Signed NTP*	60.01-85%		70.01-85%				0-95%		
<b>Action:</b> Completion of Construction Phase <b>Deliverable:</b> Signed and sealed complete As-Built Plans in PDF format; executed COCC accepted by the GLO; signed FWCR accepted by the GLO*	85.01-95%		85.01-100%				95.01-100%		
<b>Action:</b> Commencement of Planning/Study Phase <b>Deliverable:</b> Signed NTP or similar document from Subrecipient, initiating the Planning/study Activity and describing the work to be performed ^for Planning/Study only	15.01-60%^							0-85%	
<b>Action:</b> Completion of Planning/Study Phase <b>Deliverable:</b> Final Planning/study report and proof of acceptance by Subrecipient ^for Planning/Study only	60.01-95%^							85.01-100%	
<b>Action:</b> Grant Completion Report Approval <b>Deliverable:</b> GCR approved by the GLO	95.01-100%								

**Failure to provide any Deliverable identified above could result in Subrecipient's repayment of drawn funds, in part or in full, in addition to other remedies provided to the GLO under this Contract. Providing the Deliverables identified in this table will allow Subrecipient to draw the identified funding percentage per Budget category, contingent upon Subrecipient's compliance with associated Program guidance.**

\*If Subrecipient executes multiple construction contracts, this Deliverable (or Deliverables, as applicable) will be required for each contract, and associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application.

\*\*If the Project includes more than one ERR, associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application.

**ASSURANCES - CONSTRUCTION PROGRAMS**OMB Approval No. 4040-0009  
Expiration Date: 02/28/2025

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

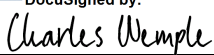
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE	
DocuSigned by: 		Executive Director	
APPLICANT ORGANIZATION		DATE SUBMITTED	
Houston-Galveston Area Council		12/12/2024	

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

Houston-Galveston Area Council

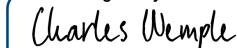
AWARD NUMBER AND/OR PROJECT NAME

24-065-060-E570

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Charles Wemple

Executive Director

SIGNATURE  
DocuSigned by:

DATE

12/12/2024

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 Activities**

Complete 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

<b>1. *Type of Federal Action:</b> _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	<b>2. *Status of Federal Action:</b> _____ a. bid/offer/application _____ b. initial award _____ c. post-award	<b>3. *Report Type:</b> _____ a. initial filing _____ b. material change
<b>4. Name and Address of Reporting Entity:</b> _____ Prime _____ Subawardee *Name: _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   		
<b>6. Federal Department/Agency:</b>  	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>  	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
<b>b. Individuals Performing Services (including address if different from No. 10a)</b> Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
<b>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.</b>  *Signature: _____  *Name: Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>	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.

<b>Federal Agency Form Instructions Form Identifiers</b>		<b>Information</b>
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

<b>Field Number</b>	<b>Field Name</b>	<b>Required or Optional</b>	<b>Information</b>
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 Address of Prime	Conditionally Required	If Reporting Entity in No. 4 is Subawardee, provide the information for the Name and 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 C.F.R. 200, only to the extent such compliance is consistent with 2 C.F.R. 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

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



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

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

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](mailto: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 2275.0102, 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 2275.0103, or (2) headquartered in any of those countries.\*
41. If Subrecipient is required to make a verification pursuant to Section 2276.002 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 C.F.R. 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 covered telecommunications equipment or services, as described in Public Law 115-232, Section 889, including systems that use covered telecommunications equipment or services 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.
48. If subject to 2 C.F.R. 200.217, Subrecipient shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for lawfully disclosing information that the employee reasonably believes is evidence of gross mismanagement, waste, abuse of authority, a danger to public health or safety, or a violation of law related to a Federal contract or grant. Subrecipient shall inform its employees in writing of their whistleblower rights and protections under 41 U.S.C. 4712.

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

**NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS**

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

**Subrecipient 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;

Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123);

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);

Community Development Block Grant Disaster Recovery and Mitigation Implementation Manual; and

State of Texas CDBG Mitigation Action Plan, dated March 31, 2020, as may be 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 Subrecipient 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, Subrecipient 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. Part 75;

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);

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, as amended by Executive Order 13690, February 4, 2015 (3 C.F.R., 2016 Comp., p. 268), as implemented in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(e) of Executive Order 11988, as amended; and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Sections 2 and 5 of the Order.

#### **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).

**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), as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations and HUD regulations at 24 C.F.R. 570.200(j).

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

### **SPECIAL CONDITIONS**

If applicable to a Project or Activity, Subrecipient must comply 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 115-123, 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. When Activities specified in a Performance Statement involve structures that are located within Special Flood Hazard Areas (SFHA), flood insurance may be required. If required, 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 is located within a floodplain, 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"), or less than one (1) year has passed since the FEMA notification regarding such hazards; and
    - ii. Where the community is participating in the NFIP, 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. 5154a, 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 the 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 properly submitted to the Texas Commission on Environmental Quality (TCEQ) for review and approval in accordance with the administrative requirements of 30 TAC §217.6.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Subrecipient shall provide notification to the GLO of the start of construction on any sewer treatment plant or 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 as required by 16 Texas Administrative Code Chapter 24, Subchapter H.

## **G. ON-SITE SEWAGE FACILITIES (OSSF) IMPROVEMENTS**

1. Subrecipient shall provide documentation that final plans, specifications, and installation of its OSSF 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 OSSF in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b).
3. Prior to the selection of program recipients for proposed 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) adopted under 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, Chapter 68. If estimated construction costs exceed Fifty Thousand Dollars (\$50,000.00), Construction Documents must be submitted to the 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 in accordance with Transportation Code Section 201.084, 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, as amended, regarding the use of TDSR sites. This document may be obtained at [FEMA Debris Monitoring Guide](#).

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 a minimum\* three-year affordability period during which the homeowner must occupy the home as a principal place of residence, guaranteed by an unsecured forgivable promissory note.

#### **O. UNSECURED FORGIVABLE PROMISSORY NOTE (“NOTE”)**

Housing rehabilitation or reconstruction assistance provided by Subrecipient shall be in the form of a three-year unsecured forgivable promissory note 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): at a rate of 33 percent per year for the first two years, and 34 percent after the third year.

1. If the homeowner occupies the home for the full three-year 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 Note 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, in the case of a limited clientele project, the determination that the national objective of benefiting low to moderate-income persons was met.
3. For a limited clientele project, the national objective will be considered met only when the program director, city council, or county commissioners court determines that a low- to

---

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

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 property assisted under a limited clientele project is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the Note must be repaid by 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), Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.
5. Monitoring of the Note is required both during and after the grant is closed. Subrecipient must utilize non-CDBG funds to fulfill the monitoring obligations for its impacted recovered community.
6. 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 receive future assistance as outlined in Section B of this document.

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

Rental housing rehabilitation, reconstruction, or new construction assistance will be provided in the form of a forgivable loan at zero interest or grant dependent on the applicable Federal Register notice, Action Plan, or Housing Guidelines. Provided all terms and conditions under which the assistance was provided are fulfilled by the applicant developer, the repayment of the loan or grant will be forgiven.

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 a disaster event in order to increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters. Dependent on the applicable Federal Register notice, Action Plan, or Housing Guidelines, a minimum of 51% of the multi-family units must be restricted during the affordability period of either fifteen (15) years (for rehabilitation/reconstruction) or twenty (20) years (for new construction) 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 published on an annual basis with adjustments for family size.

**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  
Monthly Activity Status Report

Subrecipient must provide monthly Activity status reporting for all sites identified in the Performance Statement (**Attachment A**) and relevant to the milestones therein. The Monthly Activity Status Report is due the fifth day of the month following the reporting period for the duration of the Contract. Submit the report using the Texas Integrated Grant Reporting system upload for Monthly Activity Status Reporting.

Subrecipient:

Contract Number:

Preparer Name:

Contact Information:

Reporting Period (Month/ Year):

Project Title:

Project Milestone Phase	Att. A Budget Gates/Milestones		TIGR Milestone (Pending or Complete)	On Schedule? (If no, describe improvement plan below.)
	Budget Category	Budget Allowance		
Start-Up Documentation	PD-GA Funds	0-15%		
Engineering NTP	Eng Funds	0-30%		
Environmental NTP	PD-GA Funds	15.01-30%		
	PD-Env Funds	0-30%		
Engineering Design	Eng Funds	30.01-60%		
Completion of Special Env Svcs	PD-Special Env Funds	100%		
Authority to Use Grant Funds	PD-GA Funds	30.01-50%		
	PD-Env Funds	30.01-100%		
Acquisition (if applicable)	Acq Funds	100%		
Bid Advertisement	PD-GA Funds	50.01-60%		
	Eng Funds	60.01-70%		
Contract Award and Construction	PD-GA Funds	60.01-85%		
	Eng Funds	70.01-85%		
	Construction Funds	0-95%		
Construction Activity Completion	PD-GA Funds	85.01-95%		
	Eng Funds	85.01-100%		
	Construction Funds	95.01-100%		
Planning NTP	Planning Funds	0-95%		
Planning Completion	Planning Funds	95.01-100%		
Contract Closeout	PD-GA Funds	95.01-100%		

Project Status Concerns (provide notes or information relevant to the overall contract.):

Budget Status:	Total Budget	Total Expended	Balance	% Expended (Total Expended/Total Budget)
PD-GA Funds				
PD-Env Funds				
PD-Special Env Funds				
Eng Funds				
Acq Funds				
Construction Funds				
Planning Funds				
Totals:				

## **GLO Information Security Appendix**

### **1. Definitions**

“[Breach of Security](#)” means any unauthorized access of computerized data that compromises the security, confidentiality, or integrity of GLO Data that is in the possession and/or control of Subrecipient (or any entity with which Subrecipient shares GLO Data as authorized herein) including data that is encrypted if the person accessing the data has the key required to decrypt the data, or a loss of control, compromise, unauthorized disclosure or access, failure to physically secure GLO Data or when unauthorized users access PII or SPI for an unauthorized purposes. The term encompasses both suspected and confirmed incidents involving GLO Data which raise a reasonable risk of harm to the GLO or an individual. A Breach of Security occurs regardless of whether caused by a negligent or intentional act or omission on part of Subrecipient and/or aforementioned entities.

“[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 an individual, that Subrecipient 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 Subrecipient through other sources.

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

“[Sensitive Personal Information](#)” or “[SPI](#)” means the personal information identifying an individual as defined at Tex. Bus. & Com. Code Section 521.002(a)(2).

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

### **2. Security and Privacy Compliance**

- 2.1. Subrecipient shall keep all GLO Data received under the Contract and any documents related thereto strictly confidential.
- 2.2. Subrecipient shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.
- 2.3. Subrecipient 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. Subrecipient will legally bind any contractor(s)/subcontractor(s) to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Subrecipient shall ensure that the requirements stated herein are imposed on any contractor/subcontractor of Subrecipient’s subcontractor(s).



- 2.5. With the exception of contractors and subcontractors as they are addressed in Section 2.4, Subrecipient will not share GLO Data with any third parties, except as necessary for Subrecipient's performance under the Contract and upon the express written consent of the GLO's Information Security Officer or his/her authorized designee.
- 2.6. Subrecipient will ensure that initial privacy and security training, and annual training, thereafter, is completed by its employees or contractor/subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle PII and/or SPI on behalf of the GLO. Subrecipient shall maintain and, upon request, provide documentation of training completion.
- 2.7. Any GLO Data maintained or stored by Subrecipient or any contractor/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.
- 2.8. Subrecipient shall require that all individuals allowed to access GLO Data pursuant to this Contract sign a confidentiality and non-disclosure agreement ("NDA") before being given access to GLO Data. At a minimum, the NDA shall inform all individuals of the confidential nature of the GLO Data, the security and non-disclosure requirements of this Contract, and the potential criminal penalties and civil remedies specified in federal and state laws that may result from the unauthorized disclosure of GLO Data. The NDA shall require all individuals to acknowledge that the GLO or the United States government, including the U.S. Department of Housing and Urban Development, will seek any remedy available, including all administrative, disciplinary, civil, or criminal action(s) or penalties, as appropriate, for any unauthorized disclosure of GLO Data. Subrecipient shall provide the GLO copies of any and all NDAs upon request or demand by the GLO.
- 2.9. Subrecipient shall only use GLO Data for the purposes of administering the Project(s).

### **3. Data Ownership**

- 3.1. The GLO shall retain full ownership of all GLO Data, which includes PII and/or SPI, disclosed to Subrecipient or to which Subrecipient 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 Subrecipient ceases to be necessary for Subrecipient's performance under the Contract, Subrecipient 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 Subrecipient's possession or control and certify to the GLO that such tasks have been completed. Subrecipient shall provide certification of such destruction of GLO Data. If such return is infeasible, as mutually determined by the GLO and Subrecipient, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Subrecipient shall prohibit any further use and disclosure of GLO Data.

#### 4. Data Mining

- 4.1. Subrecipient shall not 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.
- 4.2. Subrecipient shall take all reasonable physical, technical, administrative, and procedural measures to ensure that no unauthorized use or access of GLO Data occurs.

#### 5. Breach of Security

- 5.1. Subrecipient shall provide the GLO with the name and contact information for an employee of Subrecipient which shall serve as the GLO's primary security contact.
- 5.2. Upon Subrecipient's discovery of a Breach of Security or suspected Breach of Security, Subrecipient shall notify the GLO as soon as possible, but no later than 24 hours after discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, Subrecipient shall provide to the GLO, 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. Subrecipient shall submit the initial notification and preliminary report to the GLO Information Security Officer at [informationsecurity@glo.texas.gov](mailto:informationsecurity@glo.texas.gov).
- 5.4. Subrecipient shall take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- 5.5. Subrecipient shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent unless such action is required by law or is limited to third party personnel that have a need to know for the sole purpose of containing or remediating the Breach of Security or suspected Breach of Security. However, while a third party may be informed of the Breach or suspected Breach for the sole purpose of containing or remediating it, no GLO Data shall be shared with such third party unless express written permission is obtained from the GLO in accordance with Section 2.5. Subrecipient will legally bind such third party to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto as soon as practicable upon securing such third party to contain or remediate the Breach of Security or suspected Breach of Security.
- 5.6. Notwithstanding the remedies provided in the Contract, if a Breach of Security includes SPI, Subrecipient shall, at the discretion of the GLO, notify affected individuals of such Breach and provide affected individuals complimentary access to one (1) year of credit monitoring services.

#### 6. Right to Audit

- 6.1 Upon the GLO's request and to confirm Subrecipient's compliance with this Attachment, Subrecipient grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in Subrecipient's, or Subrecipient's contractor/subcontractor's, physical and/or technical environment in relation to GLO Data. Subrecipient shall 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, Subrecipient may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Subrecipient shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any contract/subcontract that Subrecipient awards.

- 6.2 At the GLO's request, Subrecipient shall promptly and accurately complete a written information security questionnaire provided by the GLO regarding Subrecipient's business practices and information technology environment in relation to GLO Data and the GLO shall consider such information to be confidential to the extent allowed by law.

**CONTRACT REPORTING TEMPLATE**

Subrecipients are to use this template to summarize all procured contracts, including those procured by Subrecipient or its subawardees. Definitions of each field can be found below. Monthly, Subrecipient shall update and upload this template in the TIGR system or provide to the GLO in a format specified by the GLO Grant Manager.

**Data Fields:**

Subrecipient	Enter Subrecipient name.
Contract Number	Enter Contract number.
Date Updated	Enter date template last updated.
A. Contractor Name	Enter name of Contracted Party
B. UEID Number	Enter Uniform Entity Identifier (UEID) number of the Contractor. <u>Note:</u> Entering the UEI into this template does not fulfill the requirement for grantees to enter UEI number into the DRGR Action Plan at the activity level. Refer to the Notice published July 11, 2014 and additional published guidance 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-MIT Funds	Enter amount of CDBG-MIT 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.

Contract Reporting Template

Subrecipient: 



  
GLO Contract Number: 



  
Date Updated:

A. Contractor Name	B. Unique Entity Identifier Number (UEID)	C. Procured By	D. Contract Execution Date	E. Contract End Date	F. Total Contract Amount	G. Amount of CDBG-MIT Funds	H. Brief Description of Contract
Example: South Texas Landscaping, INC	XXXXXXXXXXXX	State of Texas	6/15/2013	6/15/2014	\$3,500,000	\$3,000,000	Long term recovery from wildfires of 2011 - Drainage Projects



# SUPPORTING DOCUMENTS





Texas General Land Office  
Requisition

Page: 1 of 2  
Run Date: 12/5/2024  
Run Time: 11:09:37 AM  
Report ID: TXCPO002X

**Business Unit** 30500      **Origin** CDR      **Requestor** Jemmy Mondragon      **BCM Status** Valid

**Requisition ID** PR-0004560      **Status** Approved      **Requestor Phone**      **Req Approval Date** 11/26/2024

**Requisition Date** 11/08/2024      **Description** Houston Galv Area Council E570

**HEADER COMMENTS:**  
RMP Houston Galveston Area Council 24-065-060-E570

Line	Description	UOM	Qty	Price	Amount	Line Status						
1	MIT_REG	LOT	1	41,637,089.50	41,637,089.50	Approved						
Vendor ID	Vendor Loc	Vendor Name	Supplier Item ID	Manufacturer's Item ID	Class	Item	Buyer					
1741557575	000	HOUSTON-GALVESTON AREA COUNCIL			950	15	Stefanie Jackson					
Schedule	1	Schedule Amount	41,637,089.50									
Dist Ln	Account	Fund	Dept ID	Program	PCA	Appn. Yr.	Project	Activity	Agy CF1	Agy CF2	Amount	Location
1	7621000	1100	851020		41293	2025	MIT_REG MP_HM_ L		76210 00		25,825,9 00.00	Main Office
2	7621000	1100	851020		41293	2025	MIT_REG MP_HM		76210 00		15,811,1 89.50	Main Office
Line Nbr		Comments										
1		<<NAME: Houston Galveston Area Council AMOUNT: \$41,637,089.50 DESCRIPTION: NEW GLO Contract 24-065-060-E570 EFFECTIVE DATE: Upon date of last signature END DATE: 40 months from date of last signature+ two months JUSTIFICATION: Regional Mitigation Program COG MOD GRANT MANAGER: Cody Phelps GLO OTHER: Veronica Molina REGIONAL MANAGER: Carey Spence-Lenss>>										



Texas General Land Office  
Requisition

Page: 2 of 2  
Run Date: 12/5/2024  
Run Time: 11:09:37 AM  
Report ID: TXCPO002X

Business Unit	30500	Origin	CDR	Requestor	Jemmy Mondragon	BCM Status	Valid
Requisition ID	PR-0004560	Status	Approved	Requestor Phone		Req Approval Date	11/26/2024
Requisition Date	11/08/2024	Description	Houston Galv Area Council E570				

Stage ID	Path ID	Step ID	Step Descr	Status	Approver Name	Approved Date & Time
10	1	1	Program Area	Approved	Esmeralda R Sanchez	2024-11-12T07:27:22-0600
10	1	1	Program Area	Approved	Edith N Hyland	2024-11-20T09:10:26-0600
10	1	5	CFO >\$100K	Approved	David Repp	2024-11-26T11:50:34-0600
10	1	7	Chief Clerk >\$10M	Approved	Jennifer G Jones	2024-11-26T11:57:47-0600
10	1	8	Procurement Director - ALL	Approved	Vonda Kay White	2024-11-26T13:36:42-0600
10	3	1	Budget Analyst	Approved	Yvette Christine Merritt	2024-11-12T09:59:55-0600

Additional Approver



# MEMORANDUM

TEXAS GENERAL LAND OFFICE • COMMISSIONER DAWN BUCKINGHAM, M.D.

---

**Date:** November 7, 2024

**To:** Heather Lagrone, Senior Deputy Director, CDR *HL*

**From:** Angela Sommers, Project Manager, CDR

**Through:** Esmeralda R. Sánchez, Director, CDR-Grant Management

**Subject:** Regional Mitigation Program application and MOD variances Updated Policy

**Background:** Over \$4 billion of CDBG-Mitigation funding was allocated to Texas, resulting in multiple programs including the Regional Mitigation Program (RMP). The eligible Council of Governments (COG) were tasked with allocating funding to eligible entities through a Method of Distribution (MOD). The COG's total allocation was distributed in accordance with the identified HUD MID and State MID areas. Each COG further specified the amount per eligible applicant that must serve low- and moderate- income beneficiaries. The COG must abide by the allocations in the GLO approved MOD, unless otherwise indicated by the GLO. Applications from eligible applicants are reviewed in accordance with the respective approved MOD and verified in support of the contracting process.

This memo supersedes the previous version approved February 15, 2024, with appended criteria outlined in number three below to include the Strike Force decision made April 12, 2024 to evaluate the combined application total that is serving LMI beneficiaries.

**Issue:** RMP applications submitted for review may vary from the HMID/SMID and/or LMI requirement per allocation in the approved COG MOD. Since the MOD allocation serves as the supporting documentation to initiate drafting a new contract, this memo documents an exception to the usual practice in specific circumstances as described below. An action plan amendment will follow to further document this variance.

**Recommendation:** Eligible applications with awarded amounts that vary from the approved MOD as indicated below may proceed to the contracting phase if they meet one of the following conditions:

1. Application reflects a higher HMID amount and lower SMID amount than was allocated, not to exceed the combined total allocation;
2. Application reflects a greater amount serving LMI beneficiaries than indicated in the MOD, not to exceed the total allocation or;

3. The total amount serving LMI beneficiaries for both applications meets or exceeds the combined minimum LMI amount as indicated in the MOD, not to exceed the total allocation.

**Action Required:**

1. Track variances through the existing spreadsheet stored in SharePoint. This tracker will be used to reconcile variances in TIGR and other applicable systems of record to update the applicable program totals as needed to ensure allocations and corresponding expenditures are accurately reflected in TIGR.
2. Include approved memo in new contract packet submission when approved application budgets vary from the respective MOD.



TEXAS GENERAL LAND OFFICE  
COMMISSIONER DAWN BUCKINGHAM, M.D.

January 30, 2024

The Honorable Sallie Alcorn  
Chair  
Houston-Galveston Area Council  
3555 Timmons Lane Suite 100  
Houston, Texas 77027

VIA EMAIL: [sallie@salliealcorn.com](mailto:sallie@salliealcorn.com)

Re: Notice of Eligibility for Partial Award – Regional Mitigation Program Application 2022-100164-RMP

Dear Councilmember Alcorn:

Thank you for applying to the Regional Mitigation Program. The Texas General Land Office (GLO) has reviewed the Houston-Galveston Area Council (HGAC) application and determined the following project to be eligible for Community Development Block Grant Mitigation (CDBG-MIT) funding:

Project Title:	City of Columbus Wastewater Treatment Plant
CDBG-MIT Amount:	\$15,811,189.50

The remaining proposed projects are under review to affirm program eligibility requirements. Notification of eligibility for the remaining projects will be issued upon successful completion of all program eligibility application requirements.

This notice of eligibility confirms that the identified projects are eligible for CDBG-MIT funding. However, prior to executing a contract for this award, the following item must be addressed:

- Provide an updated detailed budget in accordance with the most recent Budget Justification of Retail Costs dated 8/14/2023, or an updated budget in accordance with the most recent cost estimates. The detailed budget should clearly show all program costs to include the CDBG and local funds for each budget line item and reconcile with the overall total budgets for all other projects within the application.
- Submit an updated signed and sealed Budget Justification of Retail Costs that provides the operations and maintenance costs associated with the project.
- A resolution committing local funds in accordance with the amount of cost overruns if recent cost estimates exceed the total award amount.
- An updated FIR for project delivery costs aligned with the budget. The line-item costs for grant administration and environmental services should be provided in the narrative description section of the form, and all clearances dates should be provided, for services procured to date.
- A procurement checklist for each procured vendor to date.
- Provide the number of parcels to be acquired for the project.

- Provide an updated project schedule that removes all gaps in months from the Environmental Review to Acquisition, Bid Advertisement to Contract Award, Construction Award to Construction NTP, and Construction to As-Builts/COCC/FWCR phases; and update the year for the Submit As-Builts/COCC/FWCR phase.

Upon satisfactory completion of the items identified above, this application will move forward to the contracting phase.

The remaining proposed projects are under final review to affirm program eligibility requirements. Notification of eligibility for the remaining projects will be issued upon successful completion of all program eligibility application requirements.

Contract documents for the eligible project noted above will be emailed via DocuSign for execution, followed by a contract Kickoff Workshop. A GLO Grant Manager will be assigned to assist you in meeting program requirements and the terms of your executed Subrecipient Agreement.

The GLO is dedicated to facilitating successful implementation and completion of your Regional Mitigation Program application projects. If you have any immediate questions regarding this notice, you may contact your assigned GLO Grant Manager, Linda Majani, at [linda.majani.glo@recovery.texas.gov](mailto:linda.majani.glo@recovery.texas.gov)

Sincerely,



Esmeralda R. Sánchez  
Director of Grant Management  
Community Development and Revitalization

cc: Charles Wemple, Executive Director, HGAC  
Nancy Haussler, Chief Financial Officer, HGAC  
Justin Bower, Director of Community and Environmental Planning, HGAC  
Carey Spence Lenss, Regional Manager, GLO  
Linda Majani, Grant Manager, GLO





TEXAS GENERAL LAND OFFICE  
COMMISSIONER DAWN BUCKINGHAM, M.D.

April 1, 2024

The Honorable Sallie Alcorn  
Chair  
Houston-Galveston Area Council  
3555 Timmons Lane Suite 100  
Houston, Texas 77027

VIA EMAIL: [sallie@salliealcorn.com](mailto:sallie@salliealcorn.com)

Re: Notice of Eligibility for Partial Award–Regional Mitigation Program Application 2022-100164-RMP

Dear Councilmember Alcorn:

Thank you for applying to the Regional Mitigation Program. The Texas General Land Office (GLO) has reviewed the Houston-Galveston Area Council application and determined it to be eligible for Community Development Block Grant Mitigation (CDBG-MIT) funding for the following project:

Project Title:	Fort Bend County - Brazos River Erosion at Simonton Pinch Point
CDBG-MIT Amount:	\$25,825,900.00

This notice of eligibility confirms that the identified project is eligible for CDBG-MIT funding. However, prior to executing a contract for this award, the following item must be addressed:

- Provide an updated detailed budget that includes environmental costs. The detailed budget should clearly show all program costs for each budget line item and reconcile with the overall total budgets for all other projects within the application.
- Provide updated FIRs for project delivery costs in accordance with the final project budget and provide the detailed line-item costs for environmental and administrative services within the narrative portion of the form.
- Provide an updated project schedule that removes all gaps between the project phases.
- Provide a procurement checklist for each procured vendor to date. Please list the respective vendor's name on the checklist.
- Provide an updated census map that identifies the following census tracks and block groups on the map: CT 6752.00 BG 1,2,3,4; CT 6753.00 BG 1,2,4; CT 6750.00 BG 1,2; CT 6751.00 BG 2,3,4; CT 6748.00 BG 1, 3,4,5; CT 6749.00 BG 1,2,4; CT 6747.00 BG 2

Upon satisfactory completion of the items identified above, this application will move forward to the contracting phase.

The remaining proposed projects are under final review to affirm program eligibility requirements. Notification of eligibility for the remaining projects will be issued upon successful completion of all program eligibility application requirements.

Contract documents will be emailed via DocuSign for execution, followed by a contract Kickoff Workshop. A GLO Grant Manager will be assigned to assist you in meeting program requirements and the terms of your executed Subrecipient Agreement.

The GLO is dedicated to facilitating successful implementation and completion of your Regional Mitigation Program application project. If you have any immediate questions regarding this notice, you may contact Angela Sommers, at [angela.sommers.glo@recovery.texas.gov](mailto:angela.sommers.glo@recovery.texas.gov)

Sincerely,



Esmeralda R. Sánchez  
Director of Grant Management  
Community Development and Revitalization

cc: Justin Bower, Director of Community & Environmental Planning, H-GAC  
Charles Wemple, Executive Director, Houston-Galveston Area Council  
Nancy Haussler, Chief Financial Officer, Houston-Galveston Area Council  
Gregory Wine, Executive Vice President, Huitt-Zollars  
Patrick Wiltshire, President, Public Management, Inc  
Carey Spence Lenss, Regional Manager, GLO

**From:** [Veronica Molina](#)  
**To:** [Bso Requests](#)  
**Cc:** [Esmeralda Sanchez](#); [Kassandra Burnias](#); [Joseph Cardona](#); [Ryne Zmolik](#); [Jeana Bores](#); [Jacob Geray](#); [Robby Bizot](#); [Veronica Rodriguez](#); [Cody Phelps](#); [Carey SpenceLenss](#); [Kassandra Burnias](#); [Heather Lagrone](#)  
**Subject:** New BSO Request Regional Mitigation Program Houston Galveston Area Council  
**Date:** Friday, November 8, 2024 9:30:31 AM  
**Attachments:** [image001.png](#)  
[HoustonGalvestonAreaCouncil-HGAC-NOE\\_2024-01-30.pdf](#)  
[Houston-GalvestonAreaCouncil-HGAC-NOE\\_2024-4-1.pdf](#)  
[HGAC-100164-RMP\\_AttAFNL\\_2024-11-7.docx](#)  
[sf424 HGAC HUD 2022-100164-RMPPrev - signed.pdf](#)  
[H-GAC-100164\\_Sam.pdf](#)  
[Houston-GalvestonAreaCouncil-100164 LMISD-Pinch Point.pdf](#)  
[Houston-GalvestonAreaCouncil-Columbus-100164 LMISD.pdf](#)  
[H-GAC MOD-Allocation-Summary.pdf](#)  
[Houston-GalvestonAreaCouncil-100164 IRS-Form-147C.pdf](#)

---

**NAME:** Houston Galveston Area Council

**AMOUNT:** \$41,637,089.50

**DESCRIPTION:** NEW GLO Contract 24-065-060-E570

**GRANT AGREEMENT:** B-18-DP-48-0002

**FUNDING:** Regional Mitigation Program

**CAPPS Dept:** 851020

**PCA:** 41293

**Project Code:** MIT REGMP HM

**EFFECTIVE DATE:** Upon date of last signature

**END DATE:** 40 Months from date of last signature + two months

**JUSTIFICATION:** Regional Mitigation Program COG MOD

**GRANT MANAGER :** Cody Phelps [cody.phelps.glo@recovery.texas.gov](mailto:cody.phelps.glo@recovery.texas.gov)

**GLO OTHER:** Veronica Molina [veronica.molina.glo@recovery.texas.gov](mailto:veronica.molina.glo@recovery.texas.gov)

**REGIONAL MANAGER:** Carey Spence-Lenss [carey.spencelenss.glo@recovery.texas.gov](mailto:carey.spencelenss.glo@recovery.texas.gov)

**SIGNATORY FROM THE SF-424:** Charles Wemple [Charles.Wemple@h-gac.com](mailto:Charles.Wemple@h-gac.com)

**EXTERNAL GRANT ADMINISTRATOR:** Justin Bower [justin.bower@h-gac.com](mailto:justin.bower@h-gac.com)

**TO BE INCLUDED IN DOCUSIGN ENVELOPE:** Nancy Haussler [nancy.haussler@h-gac.com](mailto:nancy.haussler@h-gac.com)

**VERIFIED MAILING ADDRESS:** 3555 Timmons Lane Suite 100 Houston, Texas 77027

**Verified Authorized Signatory:** Charles Wemple



*Veronica Molina*

*Project Manager*

*Community Development & Revitalization*

*Texas General Land Office, Commissioner Dawn Buckingham, M.D.*

*512.500.3746 | [recovery.texas.gov](https://recovery.texas.gov)*

H-GAC MOD Final Allocation Summary

Jurisdiction*	Final HUDMID Allocation	Final STMID Allocation	Final Total Allocation	HUDMID Allocation Share	STMID Allocation Share	Total Allocation Share	LMI Percentage	HUDMID LMI Amount	STMID LMI Amount	Total LMI Amount	Footnote
Alvin city	\$6,000,500	\$0	\$6,000,500	1.23%	0.00%	1.23%	50%	\$3,000,250	\$0	\$3,000,250	
Ames city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Anahuac city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Angleton city	\$1,792,900	\$0	\$1,792,900	0.37%	0.00%	0.37%	50%	\$896,450	\$0	\$896,450	
Arcola city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Austin county	\$0	\$6,750,100	\$6,750,100	0.00%	1.38%	1.38%	50%	\$0	\$3,375,050	\$3,375,050	
Bailey's Prairie village	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Bay City city (77414)	\$3,189,500	\$0	\$3,189,500	0.65%	0.00%	0.65%	50%	\$1,594,750	\$0	\$1,594,750	
Bayou Vista city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Baytown city (Chambers County)	\$2,686,900	\$0	\$2,686,900	0.55%	0.00%	0.55%	50%	\$1,343,450	\$0	\$1,343,450	c
Beach City city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Beasley city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Bellaire city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Bellville city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Bonney village	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Brazoria city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Brazoria county	\$43,326,900	\$0	\$43,326,900	8.86%	0.00%	8.86%	50%	\$21,663,450	\$0	\$21,663,450	
Brazos Country city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Brookshire city (77423)	\$1,310,000	\$0	\$1,310,000	0.27%	0.00%	0.27%	50%	\$655,000	\$0	\$655,000	
Brookside Village city	\$1,580,200	\$0	\$1,580,200	0.32%	0.00%	0.32%	50%	\$790,100	\$0	\$790,100	
Bunker Hill Village city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Chambers county	\$14,923,200	\$0	\$14,923,200	3.05%	0.00%	3.05%	50%	\$7,461,600	\$0	\$7,461,600	
Clear Lake Shores city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Cleveland city	\$1,498,300	\$0	\$1,498,300	0.31%	0.00%	0.31%	50%	\$749,150	\$0	\$749,150	
Clute city	\$1,220,900	\$0	\$1,220,900	0.25%	0.00%	0.25%	50%	\$610,450	\$0	\$610,450	
Colorado county	\$0	\$5,284,400	\$5,284,400	0.00%	1.08%	1.08%	50%	\$0	\$2,642,200	\$2,642,200	
Columbus city (78934)	\$1,018,300	\$0	\$1,018,300	0.21%	0.00%	0.21%	50%	\$509,150	\$0	\$509,150	
Conroe city	\$7,584,700	\$0	\$7,584,700	1.55%	0.00%	1.55%	50%	\$3,792,350	\$0	\$3,792,350	
Cove city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Cut and Shoot city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Daisetta city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Danbury city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Dayton city	\$1,453,600	\$0	\$1,453,600	0.30%	0.00%	0.30%	50%	\$726,800	\$0	\$726,800	
Dayton Lakes city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Deer Park city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Devers city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Dickinson city	\$15,761,000	\$0	\$15,761,000	3.22%	0.00%	3.22%	50%	\$7,880,500	\$0	\$7,880,500	
Eagle Lake city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
East Bernard city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
El Campo city	\$1,554,100	\$0	\$1,554,100	0.32%	0.00%	0.32%	50%	\$777,050	\$0	\$777,050	
El Lago city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Fairchilds village	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a

H-GAC MOD Final Allocation Summary

Jurisdiction*	Final HUDMID Allocation	Final STMID Allocation	Final Total Allocation	HUDMID Allocation Share	STMID Allocation Share	Total Allocation Share	LMI Percentage	HUDMID LMI Amount	STMID LMI Amount	Total LMI Amount	Footnote
Fort Bend county	\$56,030,000	\$0	\$56,030,000	11.46%	0.00%	11.46%	50%	\$28,015,000	\$0	\$28,015,000	
Freeport city	\$1,838,000	\$0	\$1,838,000	0.38%	0.00%	0.38%	50%	\$919,000	\$0	\$919,000	
Friendswood City (Galveston County)	\$4,636,100	\$0	\$4,636,100	0.95%	0.00%	0.95%	50%	\$2,318,050	\$0	\$2,318,050	c
Fulshear city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Galena Park city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Galveston city	\$15,761,400	\$0	\$15,761,400	3.22%	0.00%	3.22%	50%	\$7,880,700	\$0	\$7,880,700	
Galveston county	\$18,221,200	\$0	\$18,221,200	3.73%	0.00%	3.73%	50%	\$9,110,600	\$0	\$9,110,600	
Hardin city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Harris county	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Hedwig Village city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Hempstead city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Hillcrest village	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Hilshire Village city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Hitchcock city	\$3,864,200	\$0	\$3,864,200	0.79%	0.00%	0.79%	50%	\$1,932,100	\$0	\$1,932,100	
Holiday Lakes town	\$1,582,000	\$0	\$1,582,000	0.32%	0.00%	0.32%	50%	\$791,000	\$0	\$791,000	
Houston City (Fort Bend and Montgomery County)	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	c, e
Houston City (Harris County)	\$10,790,000	\$0	\$10,790,000	2.21%	0.00%	2.21%	50%	\$5,395,000	\$0	\$5,395,000	f
Humble city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Hunters Creek Village city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Huntsville city (77320)	\$932,600	\$1,323,600	\$2,256,200	0.19%	0.27%	0.46%	50%	\$466,300	\$661,800	\$1,128,100	
Industry city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Iowa Colony	\$958,800	\$0	\$958,800	0.20%	0.00%	0.20%	50%	\$479,400	\$0	\$479,400	d
Jacinto City city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Jamaica Beach city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Jersey Village city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Jones Creek village	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Katy City (Fort Bend County, Zipcode 77493)	\$1,128,100	\$0	\$1,128,100	0.23%	0.00%	0.23%	50%	\$564,050	\$0	\$564,050	c
Kemah city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Kendleton city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Kenefick town	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
La Marque city	\$4,165,500	\$0	\$4,165,500	0.85%	0.00%	0.85%	50%	\$2,082,750	\$0	\$2,082,750	
La Porte city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Lake Jackson city	\$2,138,700	\$0	\$2,138,700	0.44%	0.00%	0.44%	50%	\$1,069,350	\$0	\$1,069,350	
League City city (Galveston County)	\$15,561,500	\$0	\$15,561,500	3.18%	0.00%	3.18%	50%	\$7,780,750	\$0	\$7,780,750	c
Liberty city	\$2,684,300	\$0	\$2,684,300	0.55%	0.00%	0.55%	50%	\$1,342,150	\$0	\$1,342,150	
Liberty county	\$21,274,200	\$0	\$21,274,200	4.35%	0.00%	4.35%	50%	\$10,637,100	\$0	\$10,637,100	
Liverpool city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Magnolia city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Manvel city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	e
Matagorda Count (77414, 77482)	\$2,746,400	\$5,301,900	\$8,048,300	0.56%	1.08%	1.65%	50%	\$1,373,200	\$2,650,950	\$4,024,150	
Meadows Place city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Missouri City city (Fort Bend County)	\$5,070,900	\$0	\$5,070,900	1.04%	0.00%	1.04%	50%	\$2,535,450	\$0	\$2,535,450	c



H-GAC MOD Final Allocation Summary

Jurisdiction*	Final HUDMID Allocation	Final STMID Allocation	Final Total Allocation	HUDMID Allocation Share	STMID Allocation Share	Total Allocation Share	LMI Percentage	HUDMID LMI Amount	STMID LMI Amount	Total LMI Amount	Footnote
Mont Belvieu city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Montgomery city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Montgomery county	\$60,375,000	\$0	\$60,375,000	12.35%	0.00%	12.35%	50%	\$30,187,500	\$0	\$30,187,500	
Morgan's Point city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Nassau Bay city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Needville city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
New Waverly city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
North Cleveland city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Oak Ridge North city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Old River-Winfree city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Orchard city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Oyster Creek city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Palacios city	\$0	\$1,384,700	\$1,384,700	0.00%	0.28%	0.28%	50%	\$0	\$692,350	\$692,350	
Panorama Village city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Pasadena city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Pattison city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Patton Village city	\$1,259,100	\$0	\$1,259,100	0.26%	0.00%	0.26%	50%	\$629,550	\$0	\$629,550	
Pearland City (Brazoria and Fort Bend County)	\$14,008,900	\$0	\$14,008,900	2.87%	0.00%	2.87%	50%	\$7,004,450	\$0	\$7,004,450	c
Pine Island town	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Piney Point Village city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Pleak village	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Plum Grove city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Prairie View city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Quintana town	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Regional Priority Projects (H-GAC Allocation)	\$50,700,000	\$11,300,200	\$62,000,200	10.37%	2.31%	12.69%	50%	\$25,350,000	\$5,650,100	\$31,000,100	
Richmond city	\$1,535,500	\$0	\$1,535,500	0.31%	0.00%	0.31%	50%	\$767,750	\$0	\$767,750	
Richwood city	\$2,456,500	\$0	\$2,456,500	0.50%	0.00%	0.50%	50%	\$1,228,250	\$0	\$1,228,250	
Riverside city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Roman Forest city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Rosenberg city	\$4,121,300	\$0	\$4,121,300	0.84%	0.00%	0.84%	50%	\$2,060,650	\$0	\$2,060,650	
San Felipe town	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Sandy Point city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Santa Fe city	\$2,743,700	\$0	\$2,743,700	0.56%	0.00%	0.56%	50%	\$1,371,850	\$0	\$1,371,850	
Seabrook city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Sealy city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Shenandoah city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Shoreacres city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Simonton city	\$1,559,100	\$0	\$1,559,100	0.32%	0.00%	0.32%	50%	\$779,550	\$0	\$779,550	
South Frydek city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
South Houston city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Southside Place city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Splendora city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a



H-GAC MOD Final Allocation Summary

Jurisdiction*	Final HUDMID Allocation	Final STMID Allocation	Final Total Allocation	HUDMID Allocation Share	STMID Allocation Share	Total Allocation Share	LMI Percentage	HUDMID LMI Amount	STMID LMI Amount	Total LMI Amount	Footnote
Spring Valley Village city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Stafford city (Fort Bend County)	\$1,228,100	\$0	\$1,228,100	0.25%	0.00%	0.25%	50%	\$614,050	\$0	\$614,050	c
Stagecoach town	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Sugar Land city	\$4,063,600	\$0	\$4,063,600	0.83%	0.00%	0.83%	50%	\$2,031,800	\$0	\$2,031,800	
Surfside Beach city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Sweeny city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Taylor Lake Village city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Texas City city	\$8,012,700	\$0	\$8,012,700	1.64%	0.00%	1.64%	50%	\$4,006,350	\$0	\$4,006,350	
Thompsons town	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Tiki Island village	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Tomball city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Walker County (77320)	\$1,281,200	\$4,893,800	\$6,175,000	0.26%	1.00%	1.26%	50%	\$640,600	\$2,446,900	\$3,087,500	
Waller city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Waller County (77423, 77493)	\$1,717,100	\$7,057,300	\$8,774,400	0.35%	1.44%	1.80%	50%	\$858,550	\$3,528,650	\$4,387,200	
Wallis city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Webster city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Weimar city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
West Columbia city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
West University Place city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b
Weston Lakes city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Wharton city	\$4,360,800	\$0	\$4,360,800	0.89%	0.00%	0.89%	50%	\$2,180,400	\$0	\$2,180,400	
Wharton county	\$11,758,500	\$0	\$11,758,500	2.41%	0.00%	2.41%	50%	\$5,879,250	\$0	\$5,879,250	
Willis city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Woodbranch city	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Woodloch town	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a
Total Allocation	\$445,466,000	\$43,296,000	\$488,762,000	91.14%	8.86%	100.00%	50%	\$222,733,000	\$21,648,000	\$244,381,000	

Footnote

a- This city did not meet the minimum allocation threshold, and thus had its allocation rolled up to its County.

b- Harris County and its cities are excluded from this MOD as Harris County received a direct allocation of \$750M from Texas General Land Office.

c- This city's allocation excludes the Harris County portion of the city. Harris County cities receiving initial allocations from portions of their city in other counties may not use this allocations for Harris County projects. Funds allocated to thes

d- This MOD reflects that H-GAC submitted and received a waiver of the minimum allocation threshold for jurisdictions whose allocations are within 10% of the \$1M threshold.

e- Jurisdictions declined allocation

f- Reallocation funds

\*- Zip codes/ Counties in the parenthesis reflect where the HUDMID allocation can be spent.

**Application for Federal Assistance SF-424**

\* 1. Type of Submission:

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

\* 2. Type of Application:

- ☒ New  
☐ Continuation  
☐ Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

\* 3. Date Received:

03/20/2023

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

\* a. Legal Name:

Houston-Galveston Area Council

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

741557575

\* c. UEI:

VZFJDZCKG8C7

**d. Address:**

\* Street1:

3555 Timmons Lane

Street2:

Suite 100

\* City:

Houston

County/Parish:

Harris

\* State:

TX: Texas

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

77227-2777

**e. Organizational Unit:**

Department Name:

Community and Environmental Pl

Division Name:

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:

Mr.

\* First Name:

Justin

Middle Name:

\* Last Name:

Bower

Suffix:

Title:

Community and Environmental Planning Director

Organizational Affiliation:

Houston-Galveston Area Council

\* Telephone Number:

713-499-6653

Fax Number:

\* Email:

justin.bower@h-gac.com

Application for Federal Assistance SF-424

\* 9. Type of Applicant 1: Select Applicant Type:

E: Regional Organization

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

\* 10. Name of Federal Agency:

Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.228

CFDA Title:

Community Development Block Grants/State's Program

\* 12. Funding Opportunity Number:

84 FR 45838 and 86 FR 561

\* Title:

Community Development Block Grant Mitigation - Regional Mitigation Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

\* 15. Descriptive Title of Applicant's Project:

Regional Priority Projects for the Houston-Galveston Region (HUD Areas)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\* a. Applicant TX-007

\* b. Program/Project TX-010

Attach an additional list of Program/Project Congressional Districts if needed.

HGAC CDBG MIT Congressional Districts.pdf

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date: 05/01/2023

\* b. End Date: 12/31/2029

**18. Estimated Funding (\$):**

* a. Federal	54,704,755.11
* b. Applicant	0.00
* c. State	3,225,854.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	57,930,609.11

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: Mr. \* First Name: Charles

Middle Name:

\* Last Name: Wemple

Suffix:

\* Title: Executive Director

\* Telephone Number: 713-993-4514 Fax Number:

\* Email: cwemple@h-gac.com

\* Signature of Authorized Representative:

  
Chuck Wemple (May 17, 2024 12:51 CDT)

\* Date Signed: 05/17/2024

Pinch Point Project Beneficiary Area Block Groups												
GEOID	geoname	Stusab	Countyname	State	County	Tract	Blockgrp	Low	Lowmod	Lmmi	Lowmoduniv	Lowmod_pct
484736802003	Block Group 3, Census Tract 6802, Waller County, Texas	TX	Waller County	48	473	680200	3	1690	2235	2680	3135	71.29%
480157602002	Block Group 2, Census Tract 7602, Austin County, Texas	TX	Austin County	48	15	760200	2	205	365	890	2045	17.85%
480157601002	Block Group 2, Census Tract 7601, Austin County, Texas	TX	Austin County	48	15	760100	2	180	440	725	935	47.06%
481576749003	Block Group 3, Census Tract 6749, Fort Bend County, Texas	TX	Fort Bend County	48	157	674900	3	1335	1630	1945	2050	79.51%
481576753001	Block Group 1, Census Tract 6753, Fort Bend County, Texas	TX	Fort Bend County	48	157	675300	1	545	905	1275	1590	56.92%
481576753002	Block Group 2, Census Tract 6753, Fort Bend County, Texas	TX	Fort Bend County	48	157	675300	2	725	1810	2365	2680	67.54%
481576733001	Block Group 1, Census Tract 6733, Fort Bend County, Texas	TX	Fort Bend County	48	157	673300	1	455	670	940	3750	17.87%
481576758002	Block Group 2, Census Tract 6758, Fort Bend County, Texas	TX	Fort Bend County	48	157	675800	2	295	1165	1475	1850	62.97%
481576748001	Block Group 1, Census Tract 6748, Fort Bend County, Texas	TX	Fort Bend County	48	157	674800	1	600	700	980	1060	66.04%
481576747002	Block Group 2, Census Tract 6747, Fort Bend County, Texas	TX	Fort Bend County	48	157	674700	2	300	300	300	380	78.95%
481576749001	Block Group 1, Census Tract 6749, Fort Bend County, Texas	TX	Fort Bend County	48	157	674900	1	585	925	1015	1090	84.86%
481576749002	Block Group 2, Census Tract 6749, Fort Bend County, Texas	TX	Fort Bend County	48	157	674900	2	280	570	625	730	78.08%
481576748004	Block Group 4, Census Tract 6748, Fort Bend County, Texas	TX	Fort Bend County	48	157	674800	4	1530	1675	1920	2480	67.54%
481576748005	Block Group 5, Census Tract 6748, Fort Bend County, Texas	TX	Fort Bend County	48	157	674800	5	375	760	760	760	100.00%
481576750002	Block Group 2, Census Tract 6750, Fort Bend County, Texas	TX	Fort Bend County	48	157	675000	2	510	885	1310	1880	47.07%
481576749004	Block Group 4, Census Tract 6749, Fort Bend County, Texas	TX	Fort Bend County	48	157	674900	4	790	1280	1580	1690	75.74%
481576748003	Block Group 3, Census Tract 6748, Fort Bend County, Texas	TX	Fort Bend County	48	157	674800	3	135	165	615	760	21.71%
481576748002	Block Group 2, Census Tract 6748, Fort Bend County, Texas	TX	Fort Bend County	48	157	674800	2	145	265	300	505	52.48%
481576750001	Block Group 1, Census Tract 6750, Fort Bend County, Texas	TX	Fort Bend County	48	157	675000	1	750	1110	1270	1370	81.02%
481576751001	Block Group 1, Census Tract 6751, Fort Bend County, Texas	TX	Fort Bend County	48	157	675100	1	950	1500	1850	2235	67.11%
481576752002	Block Group 2, Census Tract 6752, Fort Bend County, Texas	TX	Fort Bend County	48	157	675200	2	610	905	1150	1680	53.87%
481576752004	Block Group 4, Census Tract 6752, Fort Bend County, Texas	TX	Fort Bend County	48	157	675200	4	155	270	320	535	50.47%
481576752003	Block Group 3, Census Tract 6752, Fort Bend County, Texas	TX	Fort Bend County	48	157	675200	3	725	1530	1770	2570	59.53%
481576751004	Block Group 4, Census Tract 6751, Fort Bend County, Texas	TX	Fort Bend County	48	157	675100	4	1355	2330	4040	5690	40.95%
481576751003	Block Group 3, Census Tract 6751, Fort Bend County, Texas	TX	Fort Bend County	48	157	675100	3	65	200	305	1110	18.02%
481576751002	Block Group 2, Census Tract 6751, Fort Bend County, Texas	TX	Fort Bend County	48	157	675100	2	215	875	1010	1410	62.06%
481576752001	Block Group 1, Census Tract 6752, Fort Bend County, Texas	TX	Fort Bend County	48	157	675200	1	555	900	1030	1270	70.87%
481576753003	Block Group 3, Census Tract 6753, Fort Bend County, Texas	TX	Fort Bend County	48	157	675300	3	605	625	760	775	80.65%
481576754001	Block Group 1, Census Tract 6754, Fort Bend County, Texas	TX	Fort Bend County	48	157	675400	1	1405	2530	2730	3265	77.49%
481576758001	Block Group 1, Census Tract 6758, Fort Bend County, Texas	TX	Fort Bend County	48	157	675800	1	190	290	470	760	38.16%
481576753004	Block Group 4, Census Tract 6753, Fort Bend County, Texas	TX	Fort Bend County	48	157	675300	4	570	1220	1595	2010	60.70%
481576754002	Block Group 2, Census Tract 6754, Fort Bend County, Texas	TX	Fort Bend County	48	157	675400	2	975	1870	2735	4205	44.47%
481576755002	Block Group 2, Census Tract 6755, Fort Bend County, Texas	TX	Fort Bend County	48	157	675500	2	1250	2020	3180	4635	43.58%
481576732001	Block Group 1, Census Tract 6732, Fort Bend County, Texas	TX	Fort Bend County	48	157	673200	1	35	155	335	880	17.61%
TOTAL								21,090	35,075	46,250	63,770	55.00%

GEONAME	STUSAB	STATE	PLACE_NAME	QUALIFY_FOR_STATE_MEDIAN_INCOME_WAIVER	PLACE	lowmod_pop	lowmodu_pop	lowmod_pct_POP
PLACE	TX	48	Columbus city	YES	16168	1,757	3,617	48.58%



**From:** [Esmeralda Sanchez](#)  
**To:** [Joseph Cardona](#)  
**Cc:** [Amy Cone](#); [Veronica Molina](#)  
**Subject:** RE: HGAC HMID RMP application  
**Date:** Tuesday, November 19, 2024 4:24:45 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[RMP Variance-Memo-Updated 2024-10-22.pdf](#)

---

Hi Joseph,

Attached is the signed memo.

Thanks,

-esmeralda



Esmeralda R. Sánchez, MPH  
Director | Grant Management  
Community Development & Revitalization  
Texas General Land Office, Commissioner Dawn Buckingham, M.D.  
Office (512) 475-5041 | [recovery.texas.gov](https://recovery.texas.gov)

---

**From:** Joseph Cardona <joseph.cardona@glo.texas.gov>  
**Sent:** Tuesday, November 19, 2024 11:58 AM  
**To:** Esmeralda Sanchez <Esmeralda.Sanchez.glo@recovery.texas.gov>  
**Cc:** Amy Cone <amy.cone@glo.texas.gov>  
**Subject:** Re: HGAC HMID RMP application

Esmeralda,

I wanted to check in on this.

Thanks,

-JC



**Joseph Cardona, CTCM**

Team Lead – CDBG Team

Contract Management Division

Texas General Land Office

Commissioner, Dawn Buckingham M.D.

[Chat with me in Teams!](#)

---

**From:** Esmeralda Sanchez <[Esmeralda.Sanchez.glo@recovery.texas.gov](mailto:Esmeralda.Sanchez.glo@recovery.texas.gov)>

**Sent:** Thursday, November 14, 2024 5:44 PM

**To:** Joseph Cardona <[joseph.cardona@glo.texas.gov](mailto:joseph.cardona@glo.texas.gov)>

**Cc:** Amy Cone <[amy.cone@glo.texas.gov](mailto:amy.cone@glo.texas.gov)>

**Subject:** RE: HGAC HMID RMP application

We are just pending signatures. Hoping to have it by Friday.



Esmeralda R. Sánchez, MPH

Director | Grant Management

Community Development & Revitalization

Texas General Land Office, Commissioner Dawn Buckingham, M.D.

Office (512) 475-5041 | [recovery.texas.gov](http://recovery.texas.gov)

---

**From:** Joseph Cardona <[joseph.cardona@glo.texas.gov](mailto:joseph.cardona@glo.texas.gov)>

**Sent:** Thursday, November 14, 2024 12:08 PM

**To:** Esmeralda Sanchez <[Esmeralda.Sanchez.glo@recovery.texas.gov](mailto:Esmeralda.Sanchez.glo@recovery.texas.gov)>

**Cc:** Amy Cone <[amy.cone@glo.texas.gov](mailto:amy.cone@glo.texas.gov)>

**Subject:** RE: HGAC HMID RMP application

Esmeralda,

Any update on this memo?

Thanks,

-JC



**Joseph Cardona, CTCM**

Team Lead – CDBG Team

Contract Management Division  
Texas General Land Office  
Commissioner, Dawn Buckingham M.D.

[Chat with me in Teams!](#)

---

**From:** Esmeralda Sanchez <[Esmeralda.Sanchez.glo@recovery.texas.gov](mailto:Esmeralda.Sanchez.glo@recovery.texas.gov)>  
**Sent:** Friday, November 8, 2024 9:05 AM  
**To:** Joseph Cardona <[joseph.cardona@glo.texas.gov](mailto:joseph.cardona@glo.texas.gov)>  
**Cc:** Angela Sommers <[angela.sommers.glo@recovery.texas.gov](mailto:angela.sommers.glo@recovery.texas.gov)>; Kassandra Burnias <[kassandra.burnias.glo@recovery.texas.gov](mailto:kassandra.burnias.glo@recovery.texas.gov)>; Veronica Molina <[veronica.molina.glo@recovery.texas.gov](mailto:veronica.molina.glo@recovery.texas.gov)>; Brian Pettit <[brian.pettit.glo@recovery.texas.gov](mailto:brian.pettit.glo@recovery.texas.gov)>  
**Subject:** HGAC HMID RMP application

Good morning Joseph,

We are sending an Attachment A your way for the HGAC HMID COG MOD application. This is a partial award for \$41,637,089.50 including the Columbus WWTP project and the Simonton Pinch Point project. This application varies from the amount in the MOD allocation and the LMI requirement, but we are able to move it forward as presented since both HGAC applications will meet the MOD specifics once they are fully contracts.

We are pending signature on an updated memo to document this new process. However, we need to proceed with drafting the contract due to a recent complaint and the partnering City's urgent need to have these funds under contract as it impacts their ability to access a state appropriation, or they will lose those funds.

The updated memo will be provided as soon as we received the signed version. The memo documents the decision by the Strike Force to proceed with this application.


Please reach out if you have any questions.

Thanks,

-esmeralda



Esmeralda R. Sánchez, MPH  
Director | Grant Management  
Community Development & Revitalization  
Texas General Land Office, Commissioner Dawn Buckingham, M.D.  
Office (512) 475-5041 | [recovery.texas.gov](https://recovery.texas.gov)

 Outlook

FW: New BSO Request Regional Mitigation Program Houston Galveston Area Council

From Veronica Rodriguez <veronica.rodriguez@glo.texas.gov>  
Date Fri 11/15/2024 2:10 PM  
To Donna Ockletree <Donna.Ockletree@glo.texas.gov>

From: Cody Phelps <cody.phelps.glo@recovery.texas.gov>  
Sent: Friday, November 15, 2024 1:57 PM  
To: Veronica Rodriguez <veronica.rodriguez@glo.texas.gov>  
Cc: Veronica Molina <veronica.molina.glo@recovery.texas.gov>  
Subject: RE: New BSO Request Regional Mitigation Program Houston Galveston Area Council

Hi Veronica,

The FY21 LMISD with State Median Income Waiver that is available to applicants and posted on the program's website was used. It has 48.58%.

PLACE	TX	48	Columbus city	YES	16168	1,757	3,617
-------	----	----	---------------	-----	-------	-------	-------

Best,




Cody Phelps  
Grant Manager  
Community Development & Revitalization  
Texas General Land Office, Commissioner Dawn Buckingham, M.D.  
Office: (512) 305-7359 | Cell: (512) 915-7560 | Website: [recovery.texas.gov](https://recovery.texas.gov)

From: Veronica Rodriguez <veronica.rodriguez@glo.texas.gov>  
Sent: Friday, November 15, 2024 12:22 PM  
To: Cody Phelps <cody.phelps.glo@recovery.texas.gov>  
Cc: Veronica Molina <veronica.molina.glo@recovery.texas.gov>  
Subject: RE: New BSO Request Regional Mitigation Program Houston Galveston Area Council

Hi Cody,

Can you please confirm the below for Att. A. I noticed Veronica is out of the office.

Thanks,



Veronica Rodriguez, CTCM  
Contract Manager - CDBG  
Contract Management Division  
Texas General Land Office  
Commissioner, Dawn Buckingham M.D.  
[Chat with me in Teams](#)

From: Veronica Rodriguez  
Sent: Friday, November 15, 2024 12:05 PM  
To: Veronica Molina <veronica.molina.glo@recovery.texas.gov>  
Subject: RE: New BSO Request Regional Mitigation Program Houston Galveston Area Council

Hi Veronica,

Can you please confirm the below:

- Columbus Beneficiary Table: Please verify whether the LMI percentage should be 48.57%, as it is my understanding this number should not be rounded.

Total Beneficiaries	LMI Beneficiaries	LMI %	Census Tract	Block Group
3,617	1,757	48.58	7504.00 7505.00	1 1,2,3,4
Beneficiaries were identified using City-Wide LMISD, and the above project meets the UNM national objective. UNM based on FY-21 LMISD with State Median Income waiver applied.				

Thanks,



**Veronica Rodriguez, CTCM**  
Contract Manager - CDBG  
Contract Management Division  
Texas General Land Office  
Commissioner, Dawn Buckingham M.D  
[Chat with me in Teams](#)

**From:** Veronica Molina <[veronica.molina.glo@recovery.texas.gov](mailto:veronica.molina.glo@recovery.texas.gov)>  
**Sent:** Friday, November 8, 2024 9:26 AM  
**To:** Bso Requests <[bsorequests@recovery.texas.gov](mailto:bsorequests@recovery.texas.gov)>  
**Cc:** Esmeralda Sanchez <[Esmeralda.Sanchez.glo@recovery.texas.gov](mailto:Esmeralda.Sanchez.glo@recovery.texas.gov)>; Kassandra Burnias <[kassandra.burnias.glo@recovery.texas.gov](mailto:kassandra.burnias.glo@recovery.texas.gov)>; Joseph Cardona <[joseph.cardona@glo.texas.gov](mailto:joseph.cardona@glo.texas.gov)>; Ryne Zmolik <[ryne.zmolik.glo@recovery.texas.gov](mailto:ryne.zmolik.glo@recovery.texas.gov)>; Jeana Bores <[jeana.bores.glo@recovery.texas.gov](mailto:jeana.bores.glo@recovery.texas.gov)>; Jacob Geray <[jacob.geray.glo@recovery.texas.gov](mailto:jacob.geray.glo@recovery.texas.gov)>; Robby Bizot <[Robby.Bizot.ctr@recovery.texas.gov](mailto:Robby.Bizot.ctr@recovery.texas.gov)>; Veronica Rodriguez <[veronica.rodriguez@glo.texas.gov](mailto:veronica.rodriguez@glo.texas.gov)>; Cody Phelps <[cody.phelps.glo@recovery.texas.gov](mailto:cody.phelps.glo@recovery.texas.gov)>; Carey SpenceLenss <[Carey.SpenceLenss.glo@recovery.texas.gov](mailto:Carey.SpenceLenss.glo@recovery.texas.gov)>; Kassandra Burnias <[kassandra.burnias.glo@recovery.texas.gov](mailto:kassandra.burnias.glo@recovery.texas.gov)>; Heather Lagrone <[Heather.Lagrone.glo@recovery.texas.gov](mailto:Heather.Lagrone.glo@recovery.texas.gov)>  
**Subject:** New BSO Request Regional Mitigation Program Houston Galveston Area Council

**NAME:** Houston Galveston Area Council  
**AMOUNT:** \$41,637,089.50  
**DESCRIPTION:** NEW GLO Contract 24-065-060-E570  
**GRANT AGREEMENT:** B-18-DP-48-0002  
**FUNDING:** Regional Mitigation Program  
**CAPPS Dept:** 851020  
**PCA:** 41293  
**Project Code:** MIT\_REGMP\_HM  
**EFFECTIVE DATE:** Upon date of last signature  
**END DATE:** 40 Months from date of last signature + two months  
**JUSTIFICATION:** Regional Mitigation Program COG MOD  
**GRANT MANAGER :** Cody Phelps [cody.phelps.glo@recovery.texas.gov](mailto:cody.phelps.glo@recovery.texas.gov)  
**GLO OTHER:** Veronica Molina [veronica.molina.glo@recovery.texas.gov](mailto:veronica.molina.glo@recovery.texas.gov)  
**REGIONAL MANAGER:** Carey Spence-Lenss [carey.spencelenss.glo@recovery.texas.gov](mailto:carey.spencelenss.glo@recovery.texas.gov)  
**SIGNATORY FROM THE SF-424:** Charles Wemple [Charles.Wemple@h-gac.com](mailto:Charles.Wemple@h-gac.com)  
**EXTERNAL GRANT ADMINISTRATOR:** Justin Bower [justin.bower@h-gac.com](mailto:justin.bower@h-gac.com)  
**TO BE INCLUDED IN DOCUSIGN ENVELOPE:** Nancy Haussler [nancy.haussler@h-gac.com](mailto:nancy.haussler@h-gac.com)  
**VERIFIED MAILING ADDRESS:** 3555 Timmons Lane Suite 100 Houston, Texas 77027  
**Verified Authorized Signatory:** Charles Wemple



*Veronica Molina*  
*Project Manager*  
*Community Development & Revitalization*  
*Texas General Land Office, Commissioner Dawn Buckingham, M.D.*  
*512.500.3746 | [recovery.texas.gov](https://recovery.texas.gov)*



Certificate Of Completion

Envelope Id: 12201136-5A68-4532-B841-CE61A32FCD6C  
Subject: RUSH: \$41M Contract: 24-065-060-E570 - Houston-Galveston Area Council (Texas GLO)  
Source Envelope:  
Document Pages: 96  
Certificate Pages: 6  
AutoNav: Enabled  
Envelopeld Stamping: Enabled  
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed  
  
Envelope Originator:  
Veronica Rodriguez  
1700 Congress Ave  
Austin, TX 78701  
Veronica.Rodriguez@glo.texas.gov  
IP Address: 204.65.210.156

Record Tracking

Status: Original  
12/11/2024 3:35:16 PM  
Holder: Veronica Rodriguez  
Veronica.Rodriguez@glo.texas.gov  
Location: DocuSign

Signer Events

Vada Dillawn  
vada.dillawn@glo.texas.gov  
Staff Attorney  
Texas General Land Office  
Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style  
Using IP Address: 204.65.210.208

Timestamp

Sent: 12/11/2024 3:41:11 PM  
Viewed: 12/11/2024 3:42:04 PM  
Signed: 12/11/2024 3:52:35 PM

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

Cody Phelps  
cody.phelps.glo@recovery.texas.gov  
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
Using IP Address: 204.65.210.201

Sent: 12/11/2024 3:52:43 PM  
Viewed: 12/12/2024 7:49:36 AM  
Signed: 12/12/2024 7:50:16 AM

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

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



Signature Adoption: Pre-selected Style  
Using IP Address: 204.65.210.227

Sent: 12/12/2024 7:50:23 AM  
Viewed: 12/12/2024 8:48:45 AM  
Signed: 12/12/2024 8:49:04 AM

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

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



Signature Adoption: Pre-selected Style  
Using IP Address: 204.65.210.238

Sent: 12/12/2024 8:49:10 AM  
Viewed: 12/12/2024 11:08:40 AM  
Signed: 12/12/2024 11:10:24 AM

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign



Signer Events	Signature	Timestamp
<div>Jeff Gordon</div> <div>jeff.gordon@glo.texas.gov</div> <div>General Counsel</div> <div>Texas General Land Office</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Not Offered via DocuSign</div>	<div><div><div>DS</div><div></div></div></div> <div>Signature Adoption: Pre-selected Style</div> <div>Using IP Address: 107.127.0.46</div> <div>Signed using mobile</div>	<div>Sent: 12/12/2024 11:10:35 AM</div> <div>Viewed: 12/12/2024 11:32:11 AM</div> <div>Signed: 12/12/2024 11:32:45 AM</div>
<div>Adrian Piloto</div> <div>adrian.piloto@glo.texas.gov</div> <div>Senior Deputy Director</div> <div>Texas General Land Office</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Not Offered via DocuSign</div>	<div><div><div>DS</div><div></div></div></div> <div>Signature Adoption: Pre-selected Style</div> <div>Using IP Address: 104.28.97.23</div> <div>Signed using mobile</div>	<div>Sent: 12/12/2024 11:32:56 AM</div> <div>Viewed: 12/12/2024 1:43:11 PM</div> <div>Signed: 12/12/2024 1:43:25 PM</div>
<div>Charles Wemple</div> <div>cwemple@h-gac.com</div> <div>Executive Director</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Not Offered via DocuSign</div>	<div><div><div>DocuSigned by:</div><div></div><div>C21A5B788F7E476...</div></div></div> <div>Signature Adoption: Pre-selected Style</div> <div>Using IP Address: 174.224.118.7</div> <div>Signed using mobile</div>	<div>Sent: 12/12/2024 1:43:33 PM</div> <div>Viewed: 12/12/2024 2:57:32 PM</div> <div>Signed: 12/12/2024 2:59:05 PM</div>
<div>Jennifer G Jones</div> <div>jennifer.jones@glo.texas.gov</div> <div>Chief Clerk</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Not Offered via DocuSign</div>	<div><div><div>Signed by:</div><div></div><div>E70CDF09B56540E...</div></div></div> <div>Signature Adoption: Pre-selected Style</div> <div>Using IP Address: 104.6.34.129</div> <div>Signed using mobile</div>	<div>Sent: 12/12/2024 2:59:24 PM</div> <div>Viewed: 12/12/2024 3:25:23 PM</div> <div>Signed: 12/12/2024 3:25:56 PM</div>
<div>Ginger Mills</div> <div>ginger.mills@glo.texas.gov</div> <div>Director, CDR Legal Services</div> <div>Texas General Land Office, Office of General Counsel</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Not Offered via DocuSign</div>	<div><div><div>DS</div><div></div></div></div> <div>Signature Adoption: Pre-selected Style</div> <div>Using IP Address: 204.65.210.249</div>	<div>Sent: 12/12/2024 3:26:25 PM</div> <div>Viewed: 12/12/2024 7:33:40 PM</div> <div>Signed: 12/12/2024 7:33:57 PM</div>
<div>Adrian Piloto</div> <div>adrian.piloto@glo.texas.gov</div> <div>Senior Deputy Director</div> <div>Texas General Land Office</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Not Offered via DocuSign</div>	<div><div><div>DS</div><div></div></div></div> <div>Signature Adoption: Pre-selected Style</div> <div>Using IP Address: 204.65.210.218</div>	<div>Sent: 12/12/2024 7:34:10 PM</div> <div>Viewed: 12/13/2024 12:04:42 PM</div> <div>Signed: 12/13/2024 12:04:53 PM</div>
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
BSO Team bsorequests@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/11/2024 3:41:08 PM
Drafting Requests draftingrequests@GLO.TEXAS.GOV Texas General Land Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/11/2024 3:41:09 PM
Kelly McBride kelly.mcbride@glo.texas.gov Director of CMD Texas General Land Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/11/2024 3:41:09 PM
Lance White lance.white@glo.texas.gov Manager, Contracts Management Division Texas General Land Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/11/2024 3:41:09 PM
Joseph Cardona joseph.cardona@glo.texas.gov Team Lead/Contract Manager Texas General Land Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/11/2024 3:41:10 PM
Veronica Rodriguez veronica.rodriguez@glo.texas.gov Contract Manager Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/11/2024 3:41:10 PM Resent: 12/13/2024 12:05:04 PM

Carbon Copy Events	Status	Timestamp
<div>Stefanie Jackson</div> <div>Stefanie.Jackson@glo.texas.gov</div> <div>Purchaser</div> <div>Texas General Land Office</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Not Offered via DocuSign</div>	<div>COPIED</div>	<div>Sent: 12/11/2024 3:41:10 PM</div> <div>Viewed: 12/13/2024 3:59:46 PM</div>
<div>Kassandra Burnias</div> <div>kassandra.burnias.glo@recovery.texas.gov</div> <div>Manager</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Not Offered via DocuSign</div>	<div>COPIED</div>	<div>Sent: 12/11/2024 3:52:42 PM</div> <div>Viewed: 12/11/2024 5:43:56 PM</div>
<div>Veronica Molina</div> <div>veronica.molina.glo@recovery.texas.gov</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Not Offered via DocuSign</div>	<div>COPIED</div>	<div>Sent: 12/11/2024 3:52:42 PM</div> <div>Viewed: 12/11/2024 4:02:49 PM</div>
<div>Matthew Anderson</div> <div>matthew.anderson@glo.texas.gov</div> <div>Texas General Land Office</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Not Offered via DocuSign</div>	<div>COPIED</div>	<div>Sent: 12/11/2024 3:52:43 PM</div>
<div>Accounting Team</div> <div>DR.SystemAccess@glo.texas.gov</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Not Offered via DocuSign</div>	<div>COPIED</div>	<div>Sent: 12/11/2024 3:52:44 PM</div>
<div>Nancy Haussler</div> <div>nancy.haussler@h-gac.com</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Not Offered via DocuSign</div>	<div>COPIED</div>	<div>Sent: 12/12/2024 1:43:32 PM</div>
<div>Justin Bower</div> <div>justin.bower@h-gac.com</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Not Offered via DocuSign</div>	<div>COPIED</div>	<div>Sent: 12/12/2024 1:43:33 PM</div> <div>Viewed: 12/12/2024 2:49:21 PM</div>
<div>Garrett Purcell</div> <div>Garrett.Purcell@glo.texas.gov</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Not Offered via DocuSign</div>	<div>COPIED</div>	<div>Sent: 12/12/2024 3:26:04 PM</div>

Carbon Copy Events	Status	Timestamp
HUB HUB@glo.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/12/2024 3:26:04 PM Viewed: 12/12/2024 3:32:02 PM
DeQuincy Adamson dequincy.adamson@glo.texas.gov Director, Internal Audit Texas General Land Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/12/2024 3:26:05 PM
Pamela Mathews pamela.mathews.glo@recovery.texas.gov Program Integration Director Texas General Land Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/12/2024 3:26:07 PM
Ryne Zmolik ryne.zmolik.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/12/2024 3:26:08 PM Viewed: 12/12/2024 3:48:22 PM
Michelle Esper-Martin michelle.espermartin.glo@recovery.texas.gov Management Analyst Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/12/2024 3:26:14 PM
Jeana Bores jeana.bores.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/12/2024 3:26:21 PM Viewed: 12/12/2024 3:52:08 PM
Jacob Geray jacob.geray.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/12/2024 3:26:23 PM

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/11/2024 3:41:11 PM
Certified Delivered	Security Checked	12/13/2024 12:04:42 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	12/13/2024 12:04:53 PM
Completed	Security Checked	12/13/2024 12:04:53 PM
Payment Events	Status	Timestamps



**TEXAS GENERAL LAND OFFICE**  
COMMISSIONER DAWN BUCKINGHAM, M.D.

December 11, 2024

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

RE: Over \$10 Million

Dear Mr. McGinty:

Pursuant to Article IX, Section 7.11, of the General Appropriations Act (2024-25 biennium), the Texas General Land Office hereby notifies the Legislative Budget Board (LBB) that the Texas General Land Office has entered into the contract described below.

**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:**

Houston-Galveston Area Council  
3555 Timmons Lane, Suite 100  
Houston, TX 77027  
(713) 627-3200

**2. Contract Identification Number:**

24-065-060-E570

**3. Maximum Amount of the Contract:**

\$41,637,089.50

**4. Scheduled Payment Date(s):**

As invoiced

**5. Term of the Contract:**

Execution: 12/12/2024 Expiration: 05/31/2028.

**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 Procurement and Contract Management Guide; and
  - b. All applicable statutes, rules, policies, and procedures related to procurement and contracting of goods and services, including compliance with conflict of interest disclosure requirements.



2. I 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; and
  - d. When, why, or how to apply corrective action plans for continuing poor vendor performance.
3. I certify that the agency or institution will comply with the requirement to provide information to the Vendor Performance Tracking System in accordance with Section 2155.089 of the Government Code, as amended by Senate Bill 65, Eighty-sixth Legislature, 2019.

### 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<sup>1</sup>. 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,

Signed by:  
  
 Jennifer G. Jones  
 Chief Clerk and Deputy Land Commissioner  
 Texas General Land Office

12/12/2024  
 \_\_\_\_\_  
**Date**

OGC   
 DCC 

<sup>1</sup> Goods and services that the agency relies on to execute basic functions essential to the mission of the agency should be considered mission critical. This may include direct services to constituents or indirect support services for critical agency systems.

**ATTACHMENT****A. Contract Information:** Description of the purpose of the contract and summary of major deliverables.

In response to widespread damage from presidentially declared disasters in 2015, 2016, and 2017, Congress appropriated to the United States Department of Housing and Urban Development (“HUD”) funding for Community Development Block Grants for Mitigation (“CDBG-MIT”) to assist HUD grantees in mitigating disaster risks and reducing future losses. The State of Texas, through the General Land Office (“GLO”), received a CDBG-MIT allocation based on an Action Plan submitted to and approved by HUD, outlining the use of the grant funds. The primary goal for this funding is to enable the State of Texas to increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship by lessening the impact of future disasters in the areas most impacted and distressed by a major declared disaster that occurred in 2015, 2016, or 2017.

In accordance with the Action Plan, the GLO earmarked CDBG-MIT funds to assist communities impacted by Hurricane Harvey through local projects approved by Councils of Government (“COG”). Each COG governing an area of impact developed a Method of Distribution (“MOD”) to distribute the funds between local units of government and tribes. CDBG-MIT subawards, including the grant agreement described herein, were issued from the GLO to subrecipients identified by the COG MODs through the GLO-administered Regional Mitigation Program. Subrecipients are required to implement mitigation projects in conformance with rules and regulations promulgated by the HUD for its CDBG-MIT 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 and b, provide an explanation for the alternative process utilized, legal justification for the alternative process.

N/A. Process complied with requirements of subsection 1(a) and (b).

**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 services/funding being provided are mission critical for the Texas General Land Office to provide for the long-term recovery from, and protection in the future against, presidentially declared disasters for the individual survivors and their communities. The implementation of these services ensures our fellow residents and communities are one step closer to returning to normalcy after suffering devastating losses.

Certificate Of Completion

Envelope Id: 5DEE76FA-B091-452D-9994-498685D3ADDE

Status: Sent

Subject: Intergovernmental Agreement - Subrecipient - Fort Bend County - Community and Environmental - ID: 14

Source Envelope:

Document Pages: 128

Signatures: 0

Envelope Originator:

Certificate Pages: 2

Initials: 0

Houston-Galveston Area Council

AutoNav: Enabled

3555 Timmons Lane, Suite 120

Envelopeld Stamping: Enabled

Houston, TX 77027

Time Zone: (UTC-06:00) Central Time (US & Canada)

contracts@h-gac.com

IP Address: 12.11.127.21

Record Tracking

Status: Original

Holder: Houston-Galveston Area Council

Location: DocuSign

3/19/2025 5:39:20 PM

contracts@h-gac.com

Signer Events

Signature	Timestamp
KP George	Sent: 3/19/2025 5:41:13 PM
county.judge@fortbendcountytx.gov	
Fort Bend County Judge	
Fort Bend County	
Security Level: Email, Account Authentication (None)	

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Charles Wemple

charles.wemple@h-gac.com

Security Level: Email, Account Authentication (None)

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

Shaneka Smith

shaneka.smith@fbctx.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

COPIED

Sent: 3/19/2025 5:41:11 PM

Viewed: 3/19/2025 5:41:21 PM

Jacob Clayton

Jacob.Clayton@fortbendcountytx.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

COPIED

Sent: 3/19/2025 5:41:12 PM

Viewed: 3/19/2025 5:41:26 PM

Carbon Copy Events	Status	Timestamp
Samantha Gulley Samantha.Gulley@fortbendcountytexas.gov Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 3/19/2025 5:41:12 PM Viewed: 3/19/2025 5:41:25 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/19/2025 5:41:11 PM

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