



CITY OF CLUTE, TEXAS

REQUEST FOR QUALIFICATIONS:

ENGINEERING DESIGN SERVICES

for the City of Clute

Pin Money Phase 2: Inline

Detention and Improvements

Project (CDBG-MIT)

ISSUE DATE: May 15, 2026

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ADDENDUM A: Federal requirements associated with the Clute Pin Money Phase 2: Inline Detention and Improvements Project as per GLO Contract No. 24-065-200-F503 (attached and incorporated herein).

KEY INFORMATION SUMMARY SHEET

CITY OF CLUTE TEXAS

REQUEST FOR QUALIFICATIONS

Engineering Design Services

for the Clute Pin Money Phase 2: Inline Detention and Improvements Project

*in fulfillment of HUD Community Development
Block Grant for Mitigation Activities ("CDBG-MIT") funding*

Issue Date: May 15, 2026

Issuing Office: City Manager

Proposals Sent To: Mr. C.J. Snipes
City Manager City of Clute
108 E. Main Street Clute, TX 77531
979-265-2541

Proposals Due By: June 5, 2026

Questions Due By: May 26, 2026

1. INTRODUCTION and OVERVIEW

The City of Clute, a Home Rule City located in Brazoria County, Texas is soliciting qualifications from qualified and interested firms for the provision of Engineering Design Services in fulfillment of the City of Clute, State and Federal Community Development Block Grant for Mitigation Activities (“CDBG-MIT”) funding for the Clute Pin Money Phase 2: Inline Detention and Improvements Project and other related services if directed and approved by the City.

1.1 BACKGROUND AND AUTHORITY FOR PROCUREMENT

The City of Clute was incorporated in 1952 and currently is one of the most rapidly growing communities in Southern Brazoria County. Essentially land locked and subject to significant flood risk, the City of Clute has made investments to improve the drainage infrastructure throughout the city. However, several areas have not yet been improved and still face substantial risk from intense rainfall events. Due to concerns about frequent flooding in various residential and business areas, the Cities of Clute and Lake Jackson commissioned Freese and Nichols, Inc (FNI) to perform a drainage study to include the development of hydrologic and hydraulic models representing existing conditions for a study area that spans portions of both cities. The Lake Jackson and Clute Drainage Study for Areas East of SH332 was completed in November 2019. This Study identified several key projects to target previously identified flooding hot spots and develop alternatives to reduce inundation extents and depths, where possible.

This solicitation is a Request for Qualifications (RFQ). Clute is requesting qualifications from firms interested in providing the City with Engineering Design Services related to identified drainage improvement activities that will increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, damaged to and loss of property, and suffering and hardship, by lessening the impact of future disasters through the implementation of the Clute Pin Money Phase 2: Inline Detention and Improvements Project. The Engineering Design Services associated with this RFQ will involve storm sewer system upgrades and ditch improvements; as well as completion of all associated appurtenances in support of the Clute Pin Money Phase 2: Inline Detention and Improvements Project described in Section 1.5 Scope of Work. The project is under the Texas General Land Office (GLO) CDBG-MIT program awarded to Clute as project contract no. 24-065-200-F503. Additional related services may be approved by Task Order by Clute, as needed.

1.2 TITLE VI ASSURANCE

Clute, in accordance with Title VI of the Civil Rights Act of 1964, hereby notifies all Respondents that it will enforce compliance with this law, investigate alleged violations, and affirmatively ensure that in any contract entered into pursuant to Clute procurements, minority business enterprises will be afforded the full opportunity to submit responses and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

Non-discrimination programs require that federal aid recipients, sub-recipients, and contractors prevent discrimination and ensure non-discrimination in all of the programs and activities, whether those programs are federally funded or not.

1.3 ENVIRONMENTAL IMPACT

It is the intent of Clute to purchase goods, equipment, and services having the least adverse

environmental impact within the constraints of statutory purchasing requirements, municipal need, availability, and sound financial considerations. All CDBG-MIT activities must obtain required NEPA environmental clearances prior to costs incurred.

1.4 CLUTE ORGANIZATIONAL STRUCTURE

Clute is the contracting party for this procurement. The procured service will be used by the City of Clute, a Home Rule Charter City of Texas, which was incorporated in 1952. Clute is a Council - Manager form of government, managed by a City Manager. All contracts or awards must be approved by the duly elected governing body to be effective.

1.5 SCOPE OF WORK

1.5.1. Type of Procurement and Services. This solicitation is a Request for Qualifications (RFQ). Clute is requesting proposals from qualified firms interested in providing the City with Engineering Design Services related to identified drainage improvement activities that will increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, damaged to and loss of property, and suffering and hardship, by lessening the impact of future disasters. The Engineering services associated with this RFQ involves storm sewer system upgrades and ditch improvements; as well as complete all associated appurtenances, as detailed in the Scope of Work.

1.5.2. Location of work. The Engineering Firm selected will be primarily responsible for providing the above-mentioned services for the following location identified by the city.
Pin Money Street: From West Plantation Drive along servitude behind Pin Money Street to South Lazy Lane (29.01893, -95.45147); 1,213 linear feet.

1.5.3. Schedule of Engineering Design Work. The selected Respondent shall be responsible for completing the full design within five (5) months of the Notice to Proceed. Required deliverables shall include a thirty percent (30%) design submittal and a final design submittal. Established timelines are critical due to the deadline of the CDBG-MIT funds.

1.5.4. Estimated Construction Schedule. Construction duration is estimated at approximately 7 months.

1.6 REQUEST FOR QUALIFICATIONS (RFQ)

SCHEDULE OF EVENTS:

ACTION	DATE
RFQ Released	May 15, 2026
Questions due to Clute City Manager	May 26, 2026
Addenda issued and questions answered	May 29, 2026
Submission deadline	June 5, 2026
ALL DEADLINES HAVE A SUBMITTAL TIME OF 3:00 PM CDT	

1.6.1. Submission Deadline: Responses must be received by the Clute City Manager no later than **June 5, 2026, 3:00 PM CDT**. Responses must be clearly marked "RFQ RESPONSE, ENGINEERING DESIGN SERVICES CDBG-MIT" in sealed packages. Responses will be publicly opened, and the identity of responders will be announced. No portion of responses will be publicly read or disseminated at this public opening.

- 1.6.2. Questions and Addenda:** Respondents shall submit written questions regarding the procurement to the Clute City Manager at cjsnipes@clutetexas.gov . All questions must be received by the City Manager by **May 26, 2026, 3:00 PM CDT**. All Respondents' questions, along with answers, will be made available as an Addendum to the RFQ no later than May 29, 2026. Questions and answers will be posted on the City of Clute website at www.clutetexas.gov . Clute will not be bound by any oral statement or representation contrary to the written specifications of the RFQ. Any revision, clarification, or interpretation pertaining to this RFQ will be written and issued by Clute as an Addendum. Any changes or interpretations not contained in an Addendum will not be binding on Clute.
- 1.6.3. Statement of Qualifications:** Respondents shall be required to provide a Statement of Qualifications, which will initially be scored on a pass/fail basis. Responses that do not demonstrate the requisite work experience will not receive further consideration.
- 1.6.4. Disclosure of Response:** All information submitted in an accepted response will be retained by the City of Clute for the period specified in the State of Texas records retention schedule. The information will not be returned to the Respondent. The Public Information Act, Government Code Chapter § 552, allows the public to have access to information in the possession of a governmental body through an open records request. Therefore, the Respondent shall clearly identify in the response any confidential or proprietary information. Proprietary information identified by the Respondent in the response will be kept confidential by City of Clute to the extent permitted by law. Clute merely raises the exception on behalf of the Respondent or the awarded vendor an opportunity to present to the Office of the Attorney General its arguments for non-disclosure of its identified confidential or proprietary information.
- 1.6.5. Alteration or Withdrawal of Response:** Any alterations to a response made before the submission deadline shall be submitted in writing, sealed, and clearly marked **RFQ Response – Amendment**. The outer envelope must clearly show postmark or receipt stamp before the submission deadline to be considered. Responses cannot be altered or amended after the submission deadline. A response may be withdrawn, if requested in writing. The response will not be considered for award but will be retained by Clute, unsealed, until after the award.
- 1.6.6. Response Validity Period:** The Respondent's response will be valid for a period of 90 days after the submission deadline. The Respondent may elect to extend the validity period beyond this time at its discretion
- 1.6.7. Costs:** Clute is not liable for any costs incurred by the Respondent in responding to this RFQ.

1.7 AFFIRMATIVE STEPS

The City of Clute and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, the City of Clute strongly encourages the involvement of small and minority businesses and women's business enterprises to simulate participation in procurement and engineering design projects. Respondents selected for award are required to take similar affirmative steps to encourage participation by small and minority businesses, and women business enterprises whenever they are potential sources.

2. RFQ REQUIREMENTS AND FORMAT

2.1 PROPOSAL REQUIREMENTS

2.1.1 This section outlines general format specifications of this RFQ.

2.2 RFQ RESPONSE SUBMISSION

2.2.1 Failure by the Respondent to submit the documentation listed below may disqualify the Respondent from consideration. The response submission shall be submitted in the format described in the section.

2.2.1.1. The Respondent shall submit one (1) signed and dated original proposal (clearly marked "Original") and four (4) electronic copies in PDF format. The original submission shall be provided in a loose-leaf binder, printed on one-sided, letter-sized (8.5 x 11 inch) paper, and formatted as double-spaced. The proposal shall be tab-indexed in accordance with the sections listed below and shall include only the information requested for each section. The electronic copies shall be provided on 4 individual flash drives and shall mirror the content and organization of the original submission in its entirety.

2.2.2. Responses to this RFQ will be accepted until date and time specified in *Section 1.6 Schedule of Events*.

2.2.2.1. By hand delivery to the City Manager or the City Clerk at the Clute City Hall located at 108 E. Main Street, Clute, TX 77531.

2.2.2.2. By mail addressed to Mr. C.J. Snipes, City Manager, City of Clute, 108 E. Main Street, Clute, TX 77531.

2.2.2.3. Responses to the RFQ, must be CLEARLY MARKED, "RFQ RESPONSE, ENGINEERING DESIGN SERVICES CDBG-MIT."

2.2.2.4. The Respondent is responsible for verifying that Clute has received the proposal.

2.2.2.5. Late responses will not be considered under any circumstances and will be returned unopened to the Respondent.

2.3. RFQ FORMAT

2.3.1. Cover Letter and Executive Summary: Section 1

2.3.1.1. The cover letter shall be limited to two (2) pages and include the following:

2.3.1.1.1. RFQ response due date

2.3.1.1.2. Respondent's (company) name

2.3.1.1.3. Contact name and telephone number

2.3.1.1.4. A statement specifying contractor's commitment to complying with federal requirements specified in this RFQ in Addendum A, as applicable and associated with the Clute Pin Money Phase 2: Inline Detention and Improvements Project.

2.3.1.2. The executive summary shall provide a brief introduction of the respondent and project team(s), plus a summary-level overview of the Respondent's expertise designing flood risk reduction projects funded through federal grants, and a history of compliance with federal requirements. The executive summary shall be limited to five (5) pages.

2.3.2. Statement of Qualifications: Section 2

2.3.2.1. Company Qualifications and Experience: The Respondent shall demonstrate successful past performance through submission of documentation of relevant qualifications and experience relevant to the Scope of Work included in this RFQ. Respondent shall describe its qualifications as well as the qualifications of Respondent's major subconsultants, referencing specific similar projects that have been deployed by the Respondent as well as applicable experience designing projects funded through federal grants, and a history of compliance with federal requirements. This section shall be limited to five (5) pages, not including project resumes, and shall include:

2.3.2.1.1. Name, address, phone number, and email address of the person Clute should contact for any questions regarding the response submission.

2.3.2.1.2. A description of related or similar services within the proposed Discipline performed within the last seven (7) years. Specify the Respondent's tasks performed and role, whether as a subcontractor or primary contractor; whether as the project implementer or project manager overseeing implementation by another Respondent. Each Respondent shall identify the Respondent's Project Manager, a brief description including scope, software functionality, and project dates for relevant or similar projects to that described in the Scope of Work of this RFQ.

2.3.2.1.3. A summary of experience managing related of similar services of comparable size and scope to the services within the solicitation and an overview of meeting project schedules and achieving deadline deliverables.

2.3.2.2. If the Respondent's Statement of Qualifications demonstrates one (1) year of similar service performed within the last seven (7) years their response will be further evaluated. Respondents that do not demonstrate that they meet the qualification criteria shall provide justification as to why their proposal should receive further consideration.

2.3.3. Key Personnel: Section 3

2.3.3.1. The Respondent shall identify key personnel qualifications and references with a maximum of one (1) page per person. References shall substantiate the number of years of required experience of the individuals, including any proposed subconsultants who will be part of the Respondent's personnel providing the service. Each personnel profile shall include:

2.3.3.1.1. Individual's name and title

2.3.3.1.2. Education

2.3.3.1.3. Description of qualifications and experience for the last five (5) years

2.3.3.2. The Respondent shall provide personnel profiles for each of the following key personnel positions:

2.3.3.2.1. Chief Executive Officer or owner of the proposing company.

2.3.3.2.2. Program or Project Manager by Discipline.

2.3.3.2.3. All other key staff who will be on-site and performing services, including their names, experience, certifications, and qualifications.

2.3.3.2.4. Quality Assurance Manager. Provide name, qualifications, and personal experience of the person who shall have responsibility for quality assurance.

2.3.4. References: Section 4

2.3.4.1. The Respondent shall submit a minimum of three (3) project references to substantiate the qualifications and experience requirements related to services associated with this RFQ. References shall include name, point of contact, telephone number, and dates services were performed. References should, to the greatest extent practicable, be from projects involving federal, state, or local governmental entities and reflect work of similar size and scope.

3. OTHER PROVISIONS

3.1. COMPLIANCE WITH LAWS, RULES AND STANDARDS

3.1.1. The Respondent shall provide the specified service requirements in accordance with all applicable local, federal and state laws, standards, rules, and regulations necessary to perform the services.

3.2. RESPONDENT SERVICE REQUIREMENTS

3.2.1. The Respondent shall:

3.2.1.1. Have experience working with federal, state, or local governmental entities providing services similar in size and scope.

3.2.1.2. Be in good financial standing and current in payment of all taxes and fees.

3.2.2. Provide assurance that the personnel, subconsultants, or operators that are fully competent, fully trained, and duly certified to perform the work authorized or required for projects subsequently assigned following this process.

3.3. FORCE MAJEURE

3.3.1. If for any reason of force majeure, either the selected contractors or Clute shall be rendered unable, wholly or in part, to comply with this RFQ, the parties shall give notice of the reasons within a reasonable time after the occurrence of the event, which shall be defined as acts of God, natural or man-made disasters which interrupt operations and cannot be reasonable avoided, unavoidable civil disturbances, or other generally defined force majeure conditions.

3.3.2. Force majeure shall not be used as absolute grounds for failing to perform. Force majeure shall be one of the conditions precedents for excusing performance under the RFQ.

4. RESPONSE EVALUATION SELECTION AWARD

Only complete responses containing the required submittal documents and meeting qualifications will be

considered. Minor inconsistencies or deviations may be waived at Clute's sole discretion. Clute will rank all proposals that are complete and responsive to the requirements of the RFQ and may select the Respondent whose proposal offers the apparent best value to Clute.

4.1. EVALUATION

- 4.1.1.** Each proposal will be evaluated based on the Respondents' ability to perform the services described in the Scope of Work of this RFQ to the benefit of the City of Clute and its taxpayers.
- 4.1.2.** Respondents shall not contact members of the evaluation team nor any elected or appointed official of the City prior to the announcement of the selected Respondents.
- 4.1.3.** The Respondent's qualifications will initially be scored on a pass/fail basis. It is the Respondent's obligation to ensure referenced projects are relevant and the scope performed is clear to the evaluation team. If the Respondent's qualifications demonstrate the minimum qualifications, the response will be further evaluated and ranked. Respondents that do not demonstrate that they meet the qualification criteria may not receive further consideration, and their technical responses may not be evaluated.
- 4.1.4.** Responses will be evaluated and ranked based on the following scale:
 - 4.1.4.1.** Qualifications: 25 percent.
 - 4.1.4.2.** Technical Proposal and Quality Assurance: 25 percent.
 - 4.1.4.3.** Experience: 30 percent.
 - 4.1.4.4.** References: 20 percent.
- 4.1.5.** The response may be disqualified if Clute is unable to verify qualification and experience requirements from the Respondent's references. The response may be disqualified if Clute receives negative responses. Clute will be the sole judge of references.

4.2. AWARD

4.2.1. Following Evaluation by the City Manager will submit a recommendation to the City Council regarding approval of the proposal determined to offer the most qualified services. The City Council may approve or disapprove the recommendation, and if approved, the firm shall be offered a contract for services and assigned tasks within this contract by the City.

The City will negotiate a contract with the apparent best Respondent for the project. If an agreement satisfactory to Clute cannot be negotiated with that Respondent, or if in the course of negotiations, it appears that the proposal will not provide Clute with the overall best value, Clute will formally end negotiations with that Respondent and, in its sole discretion, may either (1) reject all proposals, (2) modify the project specifications and begin again the solicitation, or (3) proceed to the next most highly ranked proposal and attempt to negotiate an agreement with that Respondent.

4.3. CONTRACT PROVISIONS, IF SELECTED

Respondents selected for award shall certify their agreement to incorporate into all contracts executed between the subrecipient and a contractor the following CDBG-DR and/or CDBG-MIT Program requirements, as well as any other provisions required by HUD or Texas GLO in conformance with fund requirements:

- 4.3.1.** Performance requirements and penalties;
- 4.3.2.** Project schedule including the performance period and completion date;
- 4.3.3.** Contracts must not include any provisions for compensation adjustments based on cost-plus or incentive savings provisions.
- 4.3.4.** Mandatory standards and policies relating to energy efficiency, which are contained in the Texas State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.
- 4.3.5.** Other Federally Required Provisions for non-Federal Entity Contracts Under Federal Awards.

APPENDIX A
GLO & CITY OF CLUTE
Contract No. 24-065-200-F503



GLO CONTRACT NO. 24-065-200-F503
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 **CITY OF CLUTE**, Texas Identification Number (TIN) **17460036357** (“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 **\$1,220,900.00**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract and the Performance Statement, Budget, and Benchmarks 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 City of Clute, 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 **December 31, 2027**, 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 10th of the month following the quarter's close. The schedule is as follows:

Quarter 1 (Sept-Nov): Due **December 10th**

Quarter 2 (Dec-Feb): Due **March 10th**

Quarter 3 (Mar-May): Due **June 10th**

Quarter 4 (Jun-Aug): Due **September 10th**

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 North Congress Avenue, 7th Floor
Austin, Texas 78701
Attention: Contract Management Department

Subrecipient

City of Clute
108 East Main Street
Clute, Texas 77531
Attention: Calvin Shiflet

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. 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 Department 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. 24-065-200-F503
REGIONAL MITIGATION PROGRAM PROJECTS CONTRACT AGREEMENT
CDBG-MIT – HURRICANE HARVEY HUD MID**

GENERAL LAND OFFICE

CITY OF CLUTE

Signed by:
Jennifer G. Jones
E70CDF09B56540E...
Jennifer G. Jones

Signed by:
Calvin Shiftlet
D5C1630BC63047E...
By: Calvin Shiftlet

Chief Clerk and Deputy Land Commissioner

Title: Mayor City of Clute

Date of execution: 1/13/2026

Date of execution: 1/12/2026

- OGC gm^{DS}
- PM SG^{Initial}
- SDD RE^{Initial}
- DGC MB^{DS}
- GC JG^{DS}
- DCC AP^{DS}

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

CITY OF CLUTE
24-065-200-F503
PERFORMANCE STATEMENT

The GLO awards City of Clute (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 \$1,220,900.00. 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- LMI

Activity Type: Flood and Drainage Improvements

Project Title: Pin Money Phase 2: Inline Detention and Improvements

Subrecipient shall excavate, clear, grub, and grade ditch, remove piping, install channel lining, headwall, rip rap, and green infrastructure, and complete associated appurtenances. Construction will take place at the following location:

Defining Project Location (on/along...)	Approximate path or location (from...to...Coordinates)	Proposed HUD Performance Measures
Pin Money Street	From West Plantation Drive along servitude behind Pin Money Street to South Lazy Lane 29.01893, -95.41547	1,213 Linear Feet (LF)

Total Beneficiaries	LMI Beneficiaries	LMI %	Census Tract	Block Group
3,495	2,330	66.67	6638.00 6639.00	1 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 without State Median Income waiver applied.

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BUDGET

DRGR Activity	Grant Award	Other Funds	Total
MIT- Public Facilities and Improvements- Non-Covered Projects - LMI	\$1,220,900.00	\$0.00	\$1,220,900.00
TOTAL	\$1,220,900.00	\$0.00	\$1,220,900.00

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					
Action: Start-up Phase Deliverable: 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%						
Action: Commencement of Engineering Phase Deliverable: Executed engineering service provider contract in PDF format provided during start-up phase as applicable			0-30%				

Action: Commencement of Environmental Phase Deliverable: Executed environmental service provider contract in PDF format provided during start-up phase as applicable.	15.01-30%	0-30%					
Action: Completion of Design Phase Deliverable: Complete signed and sealed 100% construction plans in PDF format.*			30.01-60%				
Action: Completion of Special Environmental Services Deliverable: GLO approval of required documentation, dependent upon additional environmental requirements				100%			
Action: Completion of Environmental Record Review Deliverable: GLO-signed AUGF**	30.01-50%	30.01-100%					
Action: Acquisition Phase Deliverable: Acquisition Detailed Report and supporting documentation per parcel accepted by the GLO*					100%		
Action: Commencement of Bid Phase Deliverable: First published bid notice and publisher's affidavit*	50.01-60%		60.01-70%				
Action: Commencement of Construction Phase Deliverable: Signed NTP*	60.01-85%		70.01-85%			0-95%	
Action: Completion of Construction Phase Deliverable: 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%	

Action: Commencement of Planning/Study Phase Deliverable: 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%
Action: Completion of Planning/Study Phase Deliverable: Final Planning/study report and proof of acceptance by Subrecipient ^for Planning/Study only	60.01-95%^						85.01-100%
Action: Grant Completion Report Approval Deliverable: 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 PROGRAMSOMB Approval No. 4040-0009
Expiration Date: 06/30/2028

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.

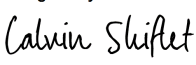
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

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 interest in the title of real property in accordance with 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 nondiscrimination 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 nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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| <p>11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.</p> <p>12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.</p> <p>13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.</p> <p>14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.</p> <p>15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of</p> | <p>Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).</p> <p>16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.</p> <p>17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).</p> <p>18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."</p> <p>19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.</p> <p>20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.</p> |
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SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL Signed by:  <small>DSC15308C63072F</small>	TITLE Mayor City of Clute
APPLICANT ORGANIZATION City of Clute	DATE SUBMITTED 1/12/2026

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

THIS FORM MUST BE EXECUTED

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: 06/30/2028

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

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

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

Federal Agency Form Instructions Form Identifiers	Information
Agency Owner	Grants.gov
Form Name	Disclosure of Lobbying Activities (SF-LLL)
Form Version Number	2.0
OMB Number	4040-0013
OMB Expiration Date	06/30/2028

Field Number	Field Name	Required or Optional	Information
1.	*Type of Federal Action:	Required	Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. This field is required.
2.	*Status of Federal Action	Required	Identify the status of the covered Federal action. This field is required.
2-a.	a. Bid/Offer/ Application	Check if applicable	Click if the Status of Federal Action is a bid, an offer or an application.
2-b.	b. Initial Award	Check if applicable	Click if the Status of Federal Action is an initial award.
2-c.	c. Post-Award	Check if applicable	Click if the Status of Federal Action is a post-award.
3.0	*Report Type	Required	Identify the appropriate classification of this report.
3-a.	a. Initial filing	Check if applicable	Check if Initial filing.
3-b.	b. Material change	Check if applicable	If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action. This field is required.
	Material Change Year	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.
	Material Change Quarter	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.
	Material Change Date of Last Report	Conditionally Required	Enter the date of the previously submitted report by this reporting entity for this covered Federal action.
4.	Name and Address of Reporting Entity	Required	Provide the information for Name and Address of Reporting Entity.
	Prime	Check if applicable	Click to designate the organization filing the report as the Prime Federal recipient.
	Subawardee	Check if applicable	Click to designate the organization filing the report as the SubAwardee Federal recipient. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
	Tier if known:	Optional	Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.
	Name	Required	Enter the name of reporting entity. This field is required
	Street 1	Required	Enter Street 1 of the reporting entity. This field is required.
	Street 2	Optional	Enter Street 2 of the reporting entity.
	City	Required	Enter City of the reporting entity This field is required.
	State	Required	Enter the state of the reporting entity. This field is required
	ZIP	Required	Enter the ZIP of the reporting entity. This field is required
	Congressional District, if known	Optional	Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina’s 103rd district.
5.	If Reporting Entity in No. 4 is Subawardee, Enter Name and 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.	Assistance Listing Number:	Required	Enter the full Assistance Listing Number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov.
	Assistance Listing 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

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

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

17. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
19. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
20. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.*
21. 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.*
22. 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.
23. 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

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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.*

24. 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.*

25. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT,

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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.*

26. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
27. 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.*
28. 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.
29. 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.*
30. 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

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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.

31. 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.
32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
33. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
34. The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

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35. 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, <https://www.glo.texas.gov>.
36. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.
37. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
38. 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.
39. 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.*
40. 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.*
41. 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.*
42. 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

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

43. 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.*
44. 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.*
45. 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.*
46. Subrecipient represents and warrants that neither it; any of its holding companies, subsidiaries, or subcontractors; nor any holding companies or subsidiaries of its subcontractors is: (1) listed in Section 889 of the National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232); (2) listed in Section 1260H of the National Defense Authorization Act for Fiscal Year 2021 (Pub. L. 116-283); or (3) owned by the government of, or controlled by any governing or regulatory body located in, a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. Section 791.4, and that it shall promptly notify the GLO if circumstances relevant to this provision change during the Contract term. Subrecipient shall ensure that this provision concerning the representation and warranty is included in any subcontract it awards.
47. 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.
48. 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.

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49. 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.

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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

Acts and regulations specified in this Contract;

The Housing and Community Development Act of 1974 (42 U.S.C. § 5301, *et seq.*);

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

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

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

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

GLO Implementation Manual; and

State Action Plan(s).

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*) and 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), as amended (42 U.S.C. § 3601, *et seq.*);

Federal Executive Order 11063, as amended by Federal Executive Order 12259, and 24 C.F.R. Part 107, Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063, particularly 24 C.F.R. § 107.60 (providing that failure or refusal 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 therein);

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

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794);

24 C.F.R. Part 8, Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development; and

The Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151, *et seq.*).

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), and 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) and 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. § 3701, *et seq.*); and

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

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. § 1701u) and 24 C.F.R. Part 75;

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

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1688).

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, as amended (31 U.S.C. § 7501 *et seq.*);

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

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Texas Grant Management Standards issued by the Comptroller of Public Accounts.

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act, as amended (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, 470h-2);

Federal 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, Protection of Historic Properties, 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); and

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347).

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, as amended (16 U.S.C. § 1451, *et seq.*), particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

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

Sole Source Aquifers (40 C.F.R. Part 149).

ENDANGERED SPECIES

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

WILD AND SCENIC RIVERS

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

AIR QUALITY

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

Environmental Protection Agency regulations pertaining to implementation plans (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 (7 C.F.R. Part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51) and as provided by 24 C.F.R. § 58.5(i)(2).

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, as amended (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES

Federal Executive Order 13279, 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, (75 FR 71319), and HUD regulations at 24 C.F.R. 570.200(j).

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SPECIAL CONDITIONS

Throughout the term of the Contract, Subrecipient must be in compliance with the following Special Conditions, if applicable to a Project or Activity, and any other State, federal, or local laws, rules, and regulations as may be applicable.

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 in the Public Law(s) corresponding to the federal grant(s) funding this Contract, 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) insurance coverage, and Subrecipient shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

1. Subrecipient must provide documentation that indicates it has received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, reflecting 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 a Special Flood Hazard Area (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 FEMA as having special flood hazards unless the following is true:
 - i. The community in which the area is situated is participating in the NFIP or less than one (1) year has passed since the FEMA notification regarding such hazards; and
 - ii. If 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. If 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 the following is true:
 - 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 the following:
 - i. Homeowners have a statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance; and
 - ii. A transferring homeowner 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 of the following:
 - a. The plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such Activities or by the engineer's duly authorized representative; and
 - b. The review of such plans, specifications, and related documents meets 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 showing 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 Texas Public Utility Commission (PUC).
3. Prior to Subrecipient's submission of the project completion report for any water system improvements described in a Performance Statement, as may be amended, Subrecipient shall provide a letter from the TCEQ confirming that the constructed well is approved for interim use and may be temporarily placed into service pursuant to Title 30, Chapter 290, Subchapter D, of the Texas Administrative Code.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described in a Performance Statement, as may be amended, Subrecipient shall provide certification to the GLO that the plans, specifications, and related documents for the specified sewer system improvements

have been prepared by the engineer selected for such Activities, or by the engineer's duly authorized representative, and have been properly submitted to the TCEQ for review and approval in accordance with the administrative requirements of Title 30, Section 217.6, of the Texas Administrative Code.

Further, prior to the construction of any sewer lines or additional service connections described in a Performance Statement, as may be amended, 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 project described in a Performance Statement, as may be amended, 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 indicating that an approved new or amended CCN, or equivalent permit or authority for the area to be served, has been issued by the PUC as required by Title 16, Chapter 24, Subchapter H, of the Texas Administrative Code.

G. ON-SITE SEWAGE FACILITIES (OSSF) IMPROVEMENTS

1. Subrecipient shall provide documentation indicating that final plans, specifications, and installation of its OSSF improvements have been reviewed and approved by the City or County Health Department, as applicable, through authority granted by the TCEQ.
2. Subrecipient shall mitigate all existing OSSF in accordance with Title 30, Section 285.36(b), of the Texas Administrative Code.
3. Prior to the selection of program recipients for proposed OSSF improvements, Subrecipient shall provide a copy of its proposed program guidelines to the GLO for review. All proposed OSSF programs must meet or exceed guidelines set forth in Title 30, Chapter 285, Subchapter D, of the Texas Administrative Code.

H. BUILDING CONSTRUCTION

Subrecipient shall provide documentation to the GLO confirming that the construction of a new building or facility complies with the Texas Accessibility Standards adopted under the Architectural Barriers Act (Chapter 469 of the Texas Government Code) and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules (Title 16, Chapter 68, of the Texas Administrative Code). 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 Section 201.084 of the Transportation Code, 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 a Performance Statement, as may be amended, 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 exist at the time of a 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 its 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 reimbursement of the 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.

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

In order to maintain the life expectancy of landfills, Subrecipient must choose burning, chipping, or grinding as the method of disposal of woody and/or vegetative debris. 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 the requirements described in the applicable Federal Register notices.

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 (3-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

Housing rehabilitation or reconstruction assistance provided by Subrecipient shall be in the form of an unsecured forgivable promissory note (“Note”) at an interest rate of zero percent (0%) with a term dependent on the applicable Federal Register notice, State Action Plan, or Housing Guidelines. Provided that all terms and conditions contained in the Note continue to be fulfilled, an equal portion of the Note principal will be forgiven by the locality each year until the homeowner fulfills the Note obligations.

1. If the homeowner occupies the home for the full Note term, the Note will expire and no repayment will be 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 and/or if an event of default occurs 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-day (30-day) period, the locality may forgive, as evidenced by the program director, city council, or commissioners’ 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 LMI 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 commissioner court determines that an LMI 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 between the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the 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.

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

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 Notes. 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

To facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of a disaster, rental housing assistance will be provided in the form of a grant at a zero percent (0%) interest rate or a forgivable loan with a term dependent on the applicable Federal Register notice, State Action Plan, or Housing Guidelines. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the principal amount of an issued loan will be forgiven on a pro-rated basis until the participant fulfills its obligations described in the promissory note.

A minimum of 51% of multi-family units in assisted developments must be restricted to LMI persons during the affordability period specified in the applicable Federal Register notice(s). The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents, as defined by HUD, and other existing Land Use Restriction Agreement (LURA) restrictions if applicable.

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 Title 31, Chapter 26 of the Texas Administrative Code.

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 purpose. 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/or 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. Subrecipient shall provide such certification or attestation in regard to its data security practices as may be required by the GLO upon request by the GLO.
- 2.4. Subrecipient will legally bind any contractor(s) and 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 except as authorized in writing and utilizing methods approved by the GLO's Information Security Officer or his/her authorized designee.
- 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 ("HUD"), 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 use GLO Data for the sole purpose of administering the Contract.

3. Data Ownership

- 3.1. In no event shall Subrecipient obtain or develop ownership rights to any GLO Data shared under the Contract, unless specifically acknowledged and agreed to by the GLO.
- 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 (a) securely return such GLO Data to the GLO and/or (b) at the GLO's written request, destroy, uninstall, and/or remove all copies of data in Subrecipient's possession or control and inform the GLO in writing of the completion of the task and method(s) utilized. If the return of GLO Data 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 promptly, 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 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.
- 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 notify affected individuals of such Breach in accordance with the requirements of Tex. Bus. and Comm. Code Section 521.053 or other applicable law and shall inform the GLO of such notifications. Subrecipient shall provide affected individuals complimentary access to one (1) year of credit monitoring services.

6. Data Use and Security Agreement Requirements

- 6.1. Certain GLO Data may be subject to agreements executed between the GLO and other state or federal agencies or entities, including, but not limited to, the U.S. Department of Homeland Security, the Federal Emergency Management Agency, and HUD, that impose conditions and obligations on the usage, sharing, storage, and security of the GLO Data. If, in the performance of the Contract, Subrecipient requires access to GLO

Data protected under such an agreement, then Subrecipient shall be required to review and agree to comply with all terms, conditions, and obligations of the agreement before the GLO Data is shared with Subrecipient. As applicable, Subrecipient shall ensure any NDA required under Section 2.8, above, complies with all additional requirements imposed by the agreement.

- 6.2. The terms and conditions imposed under a data use and security agreement shall be in addition to all other terms and conditions contained in this Information Security Appendix, which remain applicable. In the event of a conflict between terms and conditions of the agreement and this Information Security Appendix, the more stringent term and/or condition shall apply.

7. Right to Audit

- 7.1. 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, PCI Compliance Report, TXRAMP Certification, or similar attestations or third-party certifications. 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.
- 7.2. 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 vendor 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 GLO Contract number.
Date Updated	Enter date template last updated.
A. Vendor Name	Enter name of contracted vendor.
B. UEID Number	Enter Uniform Entity Identifier (UEID) number of the vendor. <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 vendor 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. Vendor Contract Execution Date	Enter date the vendor contract was executed.
E. Vendor Contract End Date	Enter date the vendor contract will expire.
F. Total Vendor Contract Amount	Enter total amount of executed vendor contract.
G. Amount of Funds	Enter amount of funds from the Subaward used to fund the vendor contract.
H. Brief Description of Vendor Contract	Enter a brief, one sentence description of the purpose of the vendor contract.

