



City of Freeport
Meeting and/or Executive Session Agenda

This meeting will be live streamed via YouTube Live and may be accessed on the City of Freeport Facebook page: <https://www.facebook.com/freeporttexas> or by visiting <https://www.youtube.com/@cityoffreeporttx8375/streams>

Monday, July 6, 2026, 6:00 PM | Council Chamber | 430 North Brazosport Blvd., Freeport, Texas 77541

In accordance with Section 551.043 of the Texas Government Code, this agenda has been posted at Freeport City Hall, and distributed to the appropriate news media within the required time frame. All meetings of the Freeport City Council are open to the public. Public participation and written comments are invited on all open session business items.

The Mayor and City Council request that cell phones be turned off or set to vibrate. Members of the audience are requested to step outside to conduct a phone conversation. The Council Chamber is wheelchair accessible and special parking is available outside the building. If special accommodation is required, please contact the City Secretary a minimum of 72 hours in advance at 979-233-3526.

1: Call to Order:

- 1A. Call to Order - Jerry Cain, Mayor
- 1B. Invocation - Councilman
- 1C. Pledges - Pledge of Allegiance to the United States; Pledge of Allegiance to the State of Texas.
- 1D. Matters Subsequent to Posting.
- 1E. Audience Participation – Anyone who has registered to speak prior to the meeting being called to order and desires to address the City Council will be heard at this time, or during the discussion of an item listed on the agenda. These forms are located by the City Secretary. After completing the form, give it to the City Secretary. She will give it to the Mayor. The Mayor will call on you when that item is presented, once a motion has been made by Council then public participation will not be allowed. You will have four (4) minutes to make your comments regardless of the number of agenda items to be addressed.

2: Proclamations - Presentations and Updates

- 2A. Upcoming Events -
 - "Snocial", July 7, Freeport Splash pad on 2nd Street, 2:00PM - 6:00PM
 - Shark Exhibit, All Summer, Freeport Historical Museum, Tuesday-Saturday 10:00AM-4:00PM
 - Story Time, July 15, Freeport Historical Museum, 11:00AM
 - Senior Bingo, July 20, Freeport Riverplace, 10:00AM-12:00PM

3: Business

- 3A. Consideration and possible action approving meeting minutes, June 13, 2026, June 15, 2026, and June 25, 2026.(Clarisa Fernandez)
- 3B. Consideration and possible action approving Ordinance No. 2026-2767 calling a Recall Election for the Office of Mayor to be held on November 3, 2026.(Mayor Cain)
- 3C. Consideration and possible action approving the proposed 2026 Illumination Light Locations.(Laura Cramer)
- 3D. Consideration and possible action approving Resolutions appointing/reappointing members to various Boards and Commissions.(Dr. Danielle Kelly)
- 3E. Consideration and possible action to approve Resolution No. 2026-3058 authorizing the submission of a grant application to the Texas Water Development Board for the Water Supply and Infrastructure Grant Program for the Water Line Replacement and Fire Protection Project.(Dr. Danielle Kelly)
- 3F. Consideration and possible action to Accept the Texas General Land Office (GLO) CDBG-MIT Resilient Communities Program Grant, Contract No. 23-160-208-F790, in the Amount of \$250,000 for the Development and Adoption of the City's Comprehensive Plan and Authorize the City Manager to Execute All Necessary Documents.(Ashlee Hurst)
- 3G. Consideration and possible action approving a budget amendment for Main Street Board training services related to the Main Street America Four-Point Approach and board roles and responsibilities.(Maria Lopez)

4: Work Session

The City Council may deliberate and make inquiry into any item specifically listed as a Subsection under the itemized Sections A-F below, an item appearing on the City Council agenda for this meeting, on matters related to community events, or on matters that are not within the jurisdiction of the City for consideration by City Council. The City Council may not deliberate on any City matters not specifically disclosed under this Work Session or on this posted City Council Meeting agenda. City Council members and the Mayor always reserve the right to request that a matter be placed on a future agenda for consideration.

- A. Councilman McDonald Ward A announcements and comments.
- B. Councilman Davis Ward B announcements and comments.
- C. Councilwoman Mireles Ward C announcements and comments.
- D. Councilman Rossow Ward D announcements and comments.
- E. Mayor Jerry Cain announcements and comments.
- F. City Manager announcements and comments.

5: Executive Session

The City Council may take action on any Executive Session item posted. 551.071. Texas Government Code. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legal posted agenda item, when the City Council seeks advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

- 5A. Executive Session regarding a.) Texas Government Code, Section 551.074 (Personnel Matters) 1.) Six-month performance evaluation of City Manager.

6: Reconvene into Open Session:

- 6A. Take any action resulting from Executive Session.


7: Adjournment

- 7A. Adjournment – Jerry Cain, Mayor

Items not necessarily discussed in the order they appear on the agenda. The Council at its discretion may take action on any or all of the items as listed. This notice is posted pursuant to the Texas Open Meeting Act. (Chapter 551, Government Code).

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to consult with the city attorney or discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), but cannot vote or take action on any item unless it is set forth above in this agenda. 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).

CERTIFICATE I certify the foregoing notice was posted in the official glass case at the front door of City Hall, with 24 hours a day public access, 1201 North Avenue H., Freeport, Texas, 3 business days prior to meeting. In accordance with Open Meetings Act.



Clarisa Fernandez,
City Secretary, City of Freeport, Texas



State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Saturday, June 13, 2026 at 9:00 AM at the Freeport Council Chamber located at 430 North Brazosport Blvd., Freeport Texas for the purpose of considering the following agenda items:

City Council: Mayor Jerry Cain
Councilman Larry McDonald
Councilman Jarvis Davis- Absent
Councilwoman Nicolasa Mireles
Councilman Winston Rossow

Staff: Danielle M Kelly, DPA, City Manager
Jennifer Howell, Police Chief/Assistant City Manager
Christopher Duncan, City Attorney
Clarisa Fernandez, City Secretary
Ashlee Hurst, Finance Director
Toby Cohen, IT Director
Christopher Motley, Fire Chief
Reginald Harris, Building Official
Lily Celedon, Staff Accountant
Joey Earl, Administrative Sergeant
Maria Lopez, Main Street Coordinator
Genesis Martinez, Interim Human Resources Director
John Perez, Interim Public Works Director
Loretta Caddy, Interim Museum Director
Brian Dybala, Golf Course Director
Robert Johnson, EDC Director

Visitors:

Call to Order:

Call to Order - Jerry Cain, Mayor

Mayor Cain called the City Council Budget Workshop to order at 9:04A.M. on June 13, 2026, declaring that a quorum was present.

Invocation - Councilman

Councilman Rossow led the Invocation.

Pledges - Pledge of Allegiance to the United States; Pledge of Allegiance to the State of Texas.

Councilman Rossow led the Pledge of Allegiance to the United States and the Pledge of Allegiance to the State of Texas.

Matters Subsequent to Posting.

City Manager Dr. Danielle Kelly stated that there were no matters subsequent to posting.

Audience Participation – Anyone who has registered to speak prior to the meeting being called to order and desires to address the City Council will be heard at this time, or during the discussion of an item listed on the agenda. These forms are located by the City Secretary. After completing the form, give it to the City Secretary. She will give it to the Mayor. The Mayor will call on you when that item is presented, once a motion has been made by Council then public participation will not be allowed. You will have four (4) minutes to make your comments regardless of the number of agenda items to be addressed.

There were no public comments.

Workshop

Discussion and review of the Proposed Fiscal Year 2026–2027 Budget.

Finance Director Ashlee Hurst presented the attached presentation titled "Exhibit A".

Finance Director Ashlee Hurst opened by reviewing the budget adoption timeline, noting that multiple milestones remained ahead for Council and public review before final adoption. She outlined several key structural reorganizations proposed for this budget cycle, including the consolidation of solid waste into a renamed Utility Fund, the merger of code enforcement into a new Community Development department, and the reclassification of both the Golf Course and EMS department as enterprise funds. The old IT fund was proposed to be repurposed as a new contingency fund. Ms. Hurst emphasized that priority-based budgeting drove the budget, with beautification and infrastructure as the primary focus areas informed by a community priority survey, representing a total of \$2,873,235 in community investments. Salary adjustments had not yet been finalized pending the start of the new HR Director. A total of 11 new positions were proposed across multiple departments. Ms. Hurst reported that the City was in a strong financial position. The General Fund reserve level stood at 25%, equating to \$4,488,509, and the Utility Fund reserve level at 33%, equating to \$3,234,672. Total budgeted revenues represented a \$7,003,876 increase over the prior year, largely driven by increases in water and sewer, garbage, IDA, and golf revenues. Total budgeted expenditures reflected a comparatively modest \$260,961 increase.

Economic Development Corporation **EDC Operating Fund**

- Promotion for EDC Specialist
- Director & Specialist COLA adjustments
- FEDC property improvements (roofing, siding, doors, etc.) – \$30,000

EDC Projects Fund

- Continue Business Improvement Grants – \$300,000
- Wayfinding initiatives – \$100,000
- Infrastructure projects (One-Time Intentional Use of Reserves) – \$500,000
- 50% funding of Community Development Inspector position – \$35,000

EDC Marketing Fund

- Community event sponsorships and marketing initiatives including:
 - Superfeast Banner
 - Riverfest
 - Kidfest
 - City Halloween Events
 - Fishing Fiesta fireworks
 - Business Development Breakfast (X2)
 - Christmas on Main
 - State of the City
 - Workforce Development Initiative

- Remaining Sponsorships available, as approved

Fire Department

- Increase overtime for City event coverage – \$9,300
- Driver Operator Certification Incentive Program – \$7,200
- Fire Station #2 emergency generator – \$16,000

Discussed but Not Included in Proposed Budget

- Second-floor renovation – \$45,000
- Ford F450 SORT trailer truck – \$114,000
- Replacement Quint Fire Engine – \$2,000,000
- Tactical Water Tender/Brush Truck
- Chevrolet Tahoe – \$104,000
- Outdoor shade structure – \$25,000

Police Department

- Update pay matrix to regional midpoint – \$310,000
- Increase overtime for community events – \$65,000
- Purchase 3 patrol vehicles – \$350,000
- Security camera system upgrade – \$35,000
- Lobby security upgrades – \$50,000
- Interview room creation – \$10,000
- Purchase 2 K-9 officers – \$30,000 (\$12,000 previous insurance settlement received for one)
- ATV beach unit with equipment – \$28,000
- Road counter/speed detector – \$15,000

Discussed but Expected to be Grant Funded

- UPS backup system – \$120,000

Municipal Court

- Adjusted Line Items to Reflect Actuals

Parks & Beautification

- (2) Maintenance Technician I positions- \$64,563+ Benefits
- Beautification Board Request Fund – \$50,000
- (2) replacement work trucks – \$88,490

Recreation Center

- Full-time Aquatics Coordinator- \$37,440+ Benefits
- Pool vacuum – \$10,000
- Ford F-150 – \$44,245

Library

- Overall Department Decrease Based on Actuals – (3,964)

Museum

- Position Eliminated – (62,650) + Benefits

- \$2,000 salary increase for Museum Manager
- \$2,000 salary increase for Museum Attendant
- Increase funding for Special Events – \$2,500

Senior Citizens Commission

- Increase program and event funding by \$18,000

Public Works Division

Streets & Drainage

- (2) Maintenance Technician I positions – \$64,563 + Benefits
- (2) replacement work trucks – \$88,490

Service Center

- Mechanic Helper position – \$32,282 + Benefits
- Replacement work truck – \$44,245

Mayor Cain called for a break at 10:58A.M.

Mayor Cain resumed the meeting at 11:38A.M.

Community Development

- Plan Reviewer / Permit Coordinator position – \$56,160 + Benefits
- Building Code Supervisor position – \$66,560 + Benefits
- New Chevy Tahoe LTZ – \$65,000
- New 4x4 pickup truck – \$48,000

Main Street

- Christmas Tree purchase (1/2 back to the EDC) – \$11,000
- Climate-controlled storage shed – \$3,826
- Downtown Beautification Initiative – \$20,000
- Downtown Façade Grant Program – \$15,000

Mayor & Council

- Mayor and Council expenses moved from Administration budget – \$29,935

Administration

- Mayor & Council moved to their Department – (29,935)
- Line Items Adjusted for Actuals

Information Technology (IT)

- IT Assistant position – \$60,000 + Benefits
- MyCivic resident mobile application – \$10,000

Golf Fund

- Greens mower – \$56,200

- Bush Hog mower – \$28,279

EMS Fund

- New E450 Ambulance – \$475,000 (\$200,000 already designated in FY2026)

Waste Disposal

- Revenue moved from General Fund – \$912,600
- Expenses Moved from General Fund – \$771,500
- New 8% administrative fee for contract management – \$72,664
- CPI-based rate increase per contract - \$13,339

Water & Sewer

- Salary Splits Charged for Utility Supervisor, Finance Director, and City Manager – \$137,250
- Texas Rural Water Association membership/rate study – \$6,000
- Capital projects funding – \$448,235

Street & Drainage Capital Fund

- Drainage improvements (project TBD) – \$500,000

Facilities & Grounds Fund

- Fire Station #2 generator – \$16,000
- Police lobby security upgrades – \$50,000
- Police interview room – \$10,000

Vehicle and Equipment Fund

- Fire Station #2 Emergency Generator Installation – \$16,000
- PD – (3) New Units to Maintain 5-Year Vehicle Rotation - \$350,000
- PD – UPS Back-Up (Grant Funded – NOT IN BUDGET) - \$120,000
- PD – New K-9 Officers (12,000 Insurance Settlement Received in FY24) - \$30,000
- PD – ATV Beach Unit with Equipment (Will be a Possible Grant) - \$28,000
- PD – Road Counter with Speed Detector - \$15,000
- EMS – New E450 Ambulance (\$200,000 set aside last year) - \$475,000
- Parks – (2) Work Trucks to Replace 17+ Year Old Fleet - \$88,490
- Rec – Pool Vacuum - \$10,000
- Rec – Ford F150 - \$44,245
- Streets – (2) Work Trucks to Replace 17+ Year Old Fleet - \$88,490
- Service Center – New Work Truck to Replace 17+ Year Old Fleet - \$88,490
- Community Development – Chevy Tahoe LTZ - \$65,000

- Community Development – 4x4 Pick-Up Truck - \$48,000
- Golf – Greens Mower - \$56,200
- Golf – Bush Hog Mower - \$28,279

Port Settlement Projects Fund

- City Hall - \$1,500,000

2020 Co Bond CIP Fund

- Street Improvement / Drainage Project - TBD - \$500,000

2021 Co Bond CIP Fund

- Waterline Upgrades Project - TBD - \$500,000

Hotel Occupancy Tax Fund

- Funding to Support 10% of Finance Director Salary + Benefits - \$17,224
- Funding to Support 30% of Code Compliance Officer Salary + Benefits - \$21,659
- Main Street Initiative Project – TBD - \$10,000

Court Security Fund

- 80% of Warrant Officer/Bailiff Salary + Benefits - \$82,299

TIF No. 1 /TIRZ Fund

- 10% of Finance Director Salary + Benefits - \$17,224
- Plan Reviewer Position, Building Inspector (50% Funded) - \$100,000-Estimated+Benefits

Finance Director Ashlee Hurst confirmed that a follow-up overview would be presented at the July meeting, focused solely on any changes made since the workshop.

Adjournment

Adjournment – Jerry Cain, Mayor

A motion was made by Councilwoman Mireles to adjourn, seconded by Councilman Rossow with all present and voting "Aye". Mayor Cain adjourned the meeting at 1:45P.M.

Jerry Cain, Mayor

Clarisa Fernandez City Secretary

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, June 15, 2026 at 6:00 PM at the Freeport Council Chamber located at 430 North Brazosport Blvd. , Freeport Texas for the purpose of considering the following agenda items:

City Council: Mayor Jerry Cain
Councilman Larry McDonald
Councilman Jarvis Davis
Councilwoman Nicolasa Mireles
Councilman Winston Rossow

Staff: Danielle M Kelly, DPA, City Manager
Jennifer Howell, Police Chief/Assistant City Manager
Chris Duncan, City Attorney
Clarisa Fernandez, City Secretary
Ashlee Hurst, Finance Director
Toby Cohen, IT Director
Chris Motley, Fire Chief
Loretta Caddy, Museum Manager
Maria Lopez, Main Street Coordinator
John Perez, Interim Public Works Director
Nick Meeks, Utility Manager

Visitors:	David McGinty	Diana Parker
	Edith Fischer	Con McCleester
	Sandra Shaw	Diane McCleester
	Melanie Oldham	Manning Rollerson
	Kenneth Hayes	Thomas Koole
	Linda Marshall	Carol Parker
	Troy Rivers	Mark Parker
	Vanessa Warrick	

Call to Order:

Call to Order - Jerry Cain, Mayor

Mayor Cain called the regularly scheduled meeting of the Freeport City Council to order at 6:00P.M. on June 15, 2026, declaring that a quorum was present.

Invocation - Councilman

Councilman Rossow led the Invocation.

Pledges - Pledge of Allegiance to the United States; Pledge of Allegiance to the State of Texas.

Councilman Rossow led the Pledge of Allegiance to the United States and the Pledge of Allegiance to the State of Texas.

Matters Subsequent to Posting.

City Manager Dr. Danielle Kelly noted that an updated agenda item 3B memo had been distributed,

clarifying the street closures included in the consent agenda.

Audience Participation – Anyone who has registered to speak prior to the meeting being called to order and desires to address the City Council will be heard at this time, or during the discussion of an item listed on the agenda. These forms are located by the City Secretary. After completing the form, give it to the City Secretary. She will give it to the Mayor. The Mayor will call on you when that item is presented, once a motion has been made by Council then public participation will not be allowed. You will have four (4) minutes to make your comments regardless of the number of agenda items to be addressed.

Carol Parker resides at 76 Dolphin Lane. She addressed the council to report on a senior citizens event held that day honoring the 250th anniversary of the nation, during which veterans spoke and a presentation on Texas history was given. She announced that the next senior citizen's event would be a Bingo night on Monday, July 20th, sponsored by Arlan's Market for food, with all activities free to the public.

Troy Rivers addressed the council regarding a previously validated recall petition that the council voted not to certify. He directed his remarks specifically to the two newer council members, stating that while they were not part of the original vote, they now held the authority to help correct the wrong. He urged them to place the petition back on the agenda, get their vote on the record, and certify the petition to allow the people to vote. He stated that democracy does not start in Washington DC, and it starts right here in this room and declared the matter was about trust between citizens and their elected officials.

Manning Rollerson addressed the council on the subject of industrial accountability, specifically referencing Freeport LNG. He reported that he, along with Melanie Oldham of Better Brazoria and Gwen Jones of Climate Conversation, had traveled to Japan to deliver a demand letter to the Japanese government regarding the Freeport LNG explosion, and that they had received confirmation that their request for an investigation had been accepted. He expressed frustration that city officials had not sought accountability from the industries operating in the community, citing concerns about water quality, environmental data, and public safety.

Jeff Pena directed his remarks at Councilman McDonald, specifically referencing the councilman's conduct during a budget workshop held the previous Saturday. Mr. Pena stated that Councilman McDonald had attacked the credentials of Building Department Director Reggie Harris without prior research or personal acquaintance with Mr. Harris. He called on Councilman McDonald to resign, to apologize to Mr. Harris and City Attorney Christopher Duncan, and stated that Freeport did not need what he characterized as a grotesque and lazy racism on its city council.

Thomas Koole, a lifelong Freeport resident, addressed the council on the subject of tax abatements granted to industries in the area, particularly Freeport LNG and Dow Chemical. He questioned why these companies continued to receive tax breaks given incidents such as the 2022 Freeport LNG explosion, a recent chlorine release and subsequent explosion at a nearby facility, and ongoing flaring events. He stated that redirecting those tax revenues back into the community could fund local development, jobs, and services. He stated that it is profit over people and urged the council to reconsider the city's posture toward these agreements.

Melanie Oldham of 531 West Brazos Street addressed the council regarding the city budget process. She expressed disappointment that no members of the public attended the first budget workshop held the previous Saturday, urging residents to attend the next session on July 11th. She referenced a study funded by a \$30,000 grant, which she said revealed the significant amount of tax revenue being foregone through industrial district agreements, with Freeport identified as giving away the most among cities in southern Brazoria County. She praised City Manager Dr. Kelly and Finance Director Ashlee Hurst for their financial expertise and urged each councilmember to hold ward-level town hall meetings to hear directly from

constituents about budget priorities.

Maria Lopez, Main Street Coordinator, addressed the council to invite the community to the Stars and Stripes 4th of July celebration, scheduled for July 4th from 9:00 AM to 1:00 PM in Historic Downtown Freeport. She described the event as featuring a DJ, vendors, family contests, daytime fireworks, and a bike parade. She noted that the event was part of Main Street activation and downtown revitalization efforts, and requested volunteers.

George Matamoros, a Freeport resident, addressed the council on three subjects. First, he clarified that Phillips 66 does not hold any tax abatements with the City of Freeport specifically, though other taxing entities may. Second, he raised questions about the motivations of a non-resident from Treasure Island, which he noted is in Brazoria County and not within the city limits, who had been prominently advocating for the recall. Third, he called on the council to terminate City Attorney Christopher Duncan, history of misrepresentation to prior councils, over billing, receipt of benefits inconsistent with contractor status and interference in the 2nd Street property negotiations.

Proclamations - Presentations and Updates

Presentation of Annual Brazosport Tourism Report- Edith Fischer, Director of Tourism

Edith Fischer, Director of Tourism for the Brazosport Area Chamber of Commerce, presented the attached presentation titled "Exhibit A" for the 2025 Annual Brazosport Tourism Report.

Upcoming Events -

Stars and Stripes, July 4, Historic Downtown Freeport, 9:00A.M.-1:00P.M.

Fishing Fiesta, July 2-July 5, Freeport Municipal Park

Fishing Fiesta Fireworks, July 3, Freeport Municipal Park, 9:00P.M.

City Manager Dr. Danielle Kelly gave updates on upcoming events.

Consent Agenda:

Action regarding Minutes, June 1, 2026 - Clarisa Fernandez, City Secretary

Action approving Road Closures for 4th of July, Stars and Stripes - Maria Lopez, Main Street Coordinator

Action approving the Monthly Financial Report through May 31, 2026 - Ashlee Hurst, Finance Director

Action approving temporary road closure for BISD Varsity Football games at Hopper Field - Jennifer Howell, Police Chief

A motion was made by Councilwoman Mireles to approve the Consent agenda, seconded by Councilman Rossow with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

Business

Consideration and possible action approving Resolution No. 2026-3054 appointing board members to the Senior Citizens Commission.

City Manager Dr. Kelly stated that the terms of office for Ms. Dana Glenn, Ms. Diana Parker, and Ms. Carol Parker on the Senior Citizens Commission had expired on May 31st.

Museum Manager Loretta Caddy noted that the commission had received applications from all three individuals and that the commission voted unanimously to recommend all three applicants to the city council. All three applicants were present at the meeting.

Councilwoman Mireles who serves on the Senior Citizens Commission board, offered warm remarks commending the three women for the positive impact they had made on the senior citizens program and its events.

A motion was made by Councilman Rossow to appoint Ms. Carol Parker to the Senior Citizens Commission, seconded by Councilwoman Mireles with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

A motion was made by Councilman Rossow to appoint Ms. Diana Parker to the Senior Citizens Commission, seconded by Councilman McDonald with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

A motion was made by Councilman Rossow to appoint Ms. Dana Glenn to the Senior Citizens Commission, seconded by Councilwoman Mireles with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

Consideration and possible action approving Ordinance No. 2026-2769 amending Ordinance No. 2025-2756 Establishing Procedures and Deadlines for Items to be Placed on the City Council Agenda.

City Manager Dr. Danielle Kelly explained that at the June 1st meeting, council had discussed the existing procedures governing placement of items on the council agenda and provided direction for amendments to Ordinance No. 2025-2756. The proposed ordinance revised the submission process for agenda items, established updated deadlines, clarified administrative procedures, and modified provisions related to reconsideration of previously defeated items.

A motion was made by Councilman McDonald to approve Ordinance No. 2026-2769 amending Ordinance No. 2025-2756 Establishing Procedures and Deadlines for Items to be Placed on the City Council Agenda, seconded by Councilwoman Mireles with discussion that followed.

City Attorney Christopher Duncan raised a point of clarification before the vote, noting that he had prepared two versions of the ordinance. The distinction between them centered on Section 9, which pertained to items placed in a council member's work session segment. As written in the version before the council, a council member would be required to follow the same two-sponsor procedure for work session items as for regular agenda items. Mr. Duncan asked whether the council intended for this requirement to apply to work session topics.

Mayor Cain stated his view that the work session should allow council members to speak freely without requiring a second sponsor, noting that its purpose was to highlight what was going on in the city rather than to agenda formal action items. He said he believed individual council members should be able to use their work session time as they wished, particularly for general announcements such as upcoming events or constituent concerns like potholes.

Councilman McDonald expressed agreement with this view.

Councilman Davis stated opposition to the concept of requiring a second councilmember to sponsor any agenda request, stating that it inappropriately restricted the rights of elected officials. He stated that they should not have to have permission or a second from another councilman to add something to the agenda.

He raised a practical concern that if a councilmember could not secure a second, their item would simply never appear on the agenda, effectively allowing others to control what is heard. He added that seeking a second from multiple councilmembers could also risk violating open meetings rules by constituting a walking quorum.

Councilman Rossow spoke about the change, noting that the prior procedure requiring a second had been changed less than two years prior, and that the Council was now proposing to change it back. He questioned whether this level of change was necessary, stating that we do not need to change just for the sake of changing.

Councilwoman Mireles stated that the reason this change was being proposed mirrored the reason the prior council had changed it in the first place to address procedural imbalances and that the Council should not be surprised to see reversals when prior changes were themselves reversals.

Mayor Cain called the motion to a vote with all present and voting "Aye" 3-2. The Council approved the motion. Councilman Davis voted "Nay". Councilman Rossow voted "Nay".

Consideration and possible action approving Resolution No. 2026-3055 Establishing Procedures for Nominations and Appointments to Council-Appointed Boards and Positions.

City Manager Dr. Danielle Kelly presented the item, explaining that at the June 1st meeting, the Council had discussed and provided direction regarding the nomination and appointment process for council-appointed boards and positions. The attached resolution, prepared in response to that direction, would establish a standardized procedure for nominations and appointments, provide guidance for nomination and selection processes utilized by council-appointed boards, and establish a uniform process for discussing candidates and conducting individual appointments.

A motion was made by Councilman McDonald to approve Resolution No. 2026-3055 Establishing Procedures for Nominations and Appointments to Council-Appointed Boards and Positions, seconded by Councilwoman Mireles with discussion that followed.

Mayor Cain summarized that the key change in the proposed resolution was the removal of the requirement that applicants be physically present at the meeting in order to be appointed or nominated.

Councilman Davis expressed reservations about removing the presence requirement, stating that having applicants appear before the Council allowed the body to hear from them directly about their credentials, their motivations, and what they would bring to the board, enabling more informed decision-making. He raised the concern that without a presence requirement, the process could devolve into simply appointing friends or political allies without accountability.

Mayor Cain acknowledged the value of personal appearances but noted that there were legitimate scenarios such as illness where a qualified applicant might be unable to attend. He referenced a specific prior instance where a strong candidate had been disqualified solely because of an absence, which he considered an unjust outcome.

Councilman Davis countered that such situations could be resolved through an email or written statement, suggesting that applicants who truly wanted a seat would make the effort to send written materials or explain an emergency.

Councilman McDonald stated that boards are composed of volunteers donating their time, and that the process should not create unnecessary barriers. He stated that if someone has full credentials and eligibility

but cannot attend due to circumstances outside their control, the Council should not be required to disqualify them.

Councilwoman Mireles pointed out that the application packets already provided by staff typically include detailed credentials and personal statements, offering councilmembers substantial information about applicants even in the absence of a personal appearance.

Councilman Rossow again cautioned against frequent procedural reversals, stating that sometimes change is not good.

Mayor Cain called the motion to a vote with all present and voting "Aye" 3-2. The Council approved the motion. Councilman Davis voted "Nay". Councilman Rossow voted "Nay".

Consideration and possible action approving a Lease Agreement with Nelli's for the Antonelli's Root Beer Stand.

City Manager Dr. Danielle Kelly presented the item, explaining that the city had negotiated a proposed lease agreement for the operation of Antonelli's Root Beer Stand, located at 400 North Brazosport Boulevard. She outlined the key terms of the proposed agreement: an initial lease term of 12 months, a monthly rental rate of \$250, and a refundable \$500 security deposit required prior to occupancy. The proposed business concept centered on a snow cone and shaved ice operation, with potential future expansion to include hot dogs, chips, drinks, and other concession-style offerings. Dr. Kelly noted that the applicants had also proposed outdoor lighting enhancements, picnic tables, seating areas, and other aesthetic improvements intended to create a family-friendly gathering environment within the park area. She introduced Mr. Darren Ferris and Mr. Mike Subota as the applicants and indicated they were available for questions.

A motion was made by Councilman McDonald to approve a Lease Agreement with Nelli's for the Antonelli's Root Beer Stand, seconded by Councilman Rossow with discussion that followed.

Councilman Rossow inquired about the possibility of obtaining the original Antonelli's root beer recipe, a topic that had been briefly raised at a prior meeting. Mr. Ferris acknowledged he had been researching the matter, including looking through internet forums that suggested a family member from around 2005 might have the recipe, and committed to pursuing it. He noted the historical significance of the stand.

Mayor Cain noted that while the agenda described a snow cone and shaved ice business with potential for hot dogs and drinks, it did not mention root beer floats which he had personally requested when meeting with the applicants at an EDC meeting. Mr. Ferris confirmed that root beer floats were indeed part of the plan.

Mayor Cain called the motion to a vote with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

City Attorney Update.

City Attorney Christopher Duncan presented the attached presentation titled "Exhibit B".

Mr. Duncan concluded his presentation by addressing what he acknowledged as rumors that members of the Council intended to terminate his contract. He stated that he had attempted to meet individually with all new council members since their election, that one such meeting had been canceled without rescheduling, and that he had never had the opportunity to sit down with Councilman McDonald. He directly addressed Councilman McDonald, asking whether it was true that the intention to terminate him had been formed even before the election, and whether Councilman McDonald believed he had lied to the Council regarding the ministerial duty to certify the recall petition.

Councilwoman Mireles noted that under the posted agenda, the Council was not permitted to discuss matters protected by attorney-client privilege, referencing language on her copy of the agenda. Mayor Cain clarified that the relevant restriction was specifically limited to attorney-client privileged matters and did not preclude general questions being posed to the attorney in the context of an agenda item.

Discussion with city attorney about update work load, projects and progress made since he was hired in as Freeport attorney.

Sam Reyna resides at 2002 North Avenue G. Mr. Reyna stated that under the City's public comment rules, there is no rebuttal between speakers and the Council, and Council members are not required to answer questions posed during public comment. He referenced a lawsuit filed on May 2021, by then-City Attorney Christopher Duncan against Motel 6 for alleged delinquent hotel occupancy taxes. Mr. Reyna stated that the lawsuit sought recovery of delinquent taxes in the amount of \$34,699.66, a 15% statutory penalty of \$4,614.96, interest of \$1,649.67, for a total of \$40,964.29, plus attorney's fees. Mr. Reyna further stated that after Mr. Duncan's departure from the City, Olson & Olson served as interim city attorneys and that, on May 24, 2024, attorney Andrea Can amended the petition to seek delinquent taxes of \$64,542.66, a 15% statutory penalty of \$9,681.39, statutory interest of \$3,872.56, for a total of \$78,096.61, plus attorney's fees. He stated that after Mr. Duncan was rehired as City Attorney in 2025 and resumed handling the case, the lawsuit was dismissed. Mr. Reyna questioned why the lawsuit was dismissed, whether a settlement agreement existed, whether the City received settlement funds, and what happened to the funds referenced in the lawsuit. He stated that court records did not indicate a settlement and expressed concern that the matter was not in the best interest of the City. Mr. Reyna also referenced a previous presentation to the Council regarding a check issued by Mr. Duncan to former Mayor Troy Brimage and made comments regarding Mr. Duncan's character and conduct.

Councilman Davis, who had placed this item on the agenda, explained that his intent was to give City Attorney Christopher Duncan a formal opportunity to address the Council and the public given the circulating rumors that some council members intended to seek his termination. He stated that he had been the only council member to meet individually with Mr. Duncan following the new council's election, and that he wanted the public to hear the positive work that had been accomplished. Councilman Davis also noted that he had spoken with leaders of other municipalities where Mr. Duncan serves as city attorney and that those officials spoke highly of his work, including an ongoing development project expected to bring approximately 1,600 new homes. Mr. Davis further emphasized the practical risks of replacing the city attorney mid-stream, noting ongoing lawsuits, the budget cycle, and the industrial district agreement process as reasons to maintain continuity. He challenged those who might vote for termination to articulate specific, substantive grounds for doing so, and predicted that any such justification would not come close to outweighing the documented accomplishments presented.

City Attorney Christopher Duncan addressed the public comment from Sam Reyna. He explained the circumstances in detail. He clarified that the original lawsuit, filed in 2021-2022, reflected the outstanding balance at that time. The case sat dormant for approximately three years before prior interim counsel updated the filing with a higher figure that reflected additional quarters of delinquency. Upon his return, Mr. Duncan obtained the current balance from Finance Director Ashlee Hurst, contacted the hotel owner directly, and negotiated a written binding settlement agreement under which the owner paid \$30,000 immediately and completed a payment plan, with no remaining balance owed. The lawsuit was dismissed because the settlement had been fully completed. He stated there was no disappearing money and there was no conspiracy.

Councilman Davis used this explanation as an illustration of the broader problem of misinformation, urging the public to approach council members or city staff with questions rather than relying on secondhand accounts. He stated that is how our citizens get confused when people come up here and say things like that and do not really know the ins and outs of the situation.

Work Session

Councilman McDonald Ward A announcements and comments.

Councilman McDonald reported that the Oak Street project in Ward A remained stalled with no visible progress and noted that as his primary outstanding concern.

Councilman Davis Ward B announcements and comments.

Councilman Davis inquired about the status of a sidewalk project on Mesquite Street in front of a local church. Interim Public Works Director John Perez confirmed that the concrete had been poured and was in the drying stage, with barricades remaining until the work was confirmed complete. Councilman Davis also confirmed that a trash issue in Ward B had been resolved, thanking city staff for their prompt response.

Councilwoman Mireles Ward C announcements and comments.

Councilwoman Mireles expressed enthusiasm about alley repair work being done in Ward C, thanking City Manager Dr. Danielle Kelly and the public works team. She noted that residents in the area had been very pleased with the progress and that the other concern she had previously raised with Dr. Kelly had also been addressed.

Councilman Rossow Ward D announcements and comments.

Councilman Rossow thanked all attendees for coming out. He acknowledged the Senior Citizens event held earlier in the day and expressed excitement about plans for the next gathering. He invited the community to a Juneteenth fish fry on June 19th, organized by Mayor Bass, to be held at Bates Park in Angleton, featuring a DJ, performances, and free fish and tater tots, with approximately 200 attendees expected. He encouraged the public to follow the parade route from downtown Angleton to the park. He also commented on the alley repair in Ward C, noting that the previous repair had been an overlay applied without a proper foundation and had deteriorated rapidly, urging that infrastructure work be done correctly the first time.

Mayor Jerry Cain announcements and comments.

Mayor Cain thanked everyone for attending what he noted was the third or fourth consecutive meeting with a full house at the start. He reflected on the Saturday budget workshop, expressing appreciation for the work put in by City Manager Dr. Danielle Kelly and finance staff, and extended a personal invitation to Ms. Oldham and all residents to attend the next budget workshop on July 11th. He reminded the public that the budget workshop involves their tax dollars and that public input is valued. He noted upcoming community celebrations including Juneteenth and the 4th of July Fishing Fiesta.

City Manager announcements and comments.

City Manager Dr. Danielle Kelly reminded the community that city staff was actively monitoring potential severe weather in the area and that residents could receive updates through the city's website, social media pages, and reader boards positioned around the city.

Executive Session

Executive Session regarding a.) Texas Government Code, Section 551.074 (Personnel Matters)

1.) Review city attorney's contract (Councilwoman Mireles)

The Regular Session closed at 8:42P.M. and the Council entered into the Executive Session.

Reconvene into Open Session:

Take any action resulting from Executive Session.

The Executive Session ended at 9:20P.M. and the Council went back into Regular Session.

A motion was made by Councilwoman Mireles to dismiss the City Attorney, stating she had no confidence in him, has lied, has cost the City in the past, and she knows because she has receipts, seconded by Councilman McDonald with discussion that followed.

Councilman Davis expressed concern about considering the dismissal without prior discussion, supporting documentation, or a plan for legal representation should the City Attorney be terminated. He questioned the basis for the proposed action, referenced the terms of the City Attorney's contract, and discussed potential costs and operational impacts associated with termination. Councilman Davis stated that the City was currently engaged in the budget process and emphasized the importance of having legal counsel available.

Mayor Cain stated that during the hiring process, Mr. Duncan had indicated that his legal work would be limited primarily to municipal clients, including the Cities of Freeport and Clute, and a small number of other municipalities. He stated that the Council later learned that Mr. Duncan continued certain private legal representations. Mayor Cain further stated that this issue had been discussed previously and that, although it was not specifically addressed in the employment contract, it was part of the discussions surrounding his employment. He further stated that although this understanding was not included in the written contract, it was discussed during the hiring process and was a factor in the city's payment of \$15,000 to allow him to withdraw from an existing trial commitment. Mayor Cain stated that questions had been raised regarding whether Mr. Duncan continued to represent Councilman Pena and that he believed such representation was inconsistent with the understanding reached during his hiring.

Councilman Davis responded that Mr. Duncan had withdrawn from several private cases following his appointment and stated that the remaining representation of Councilman Pena involved a matter unrelated to city business. He spoke about the fact that continuation of representation was not prohibited by the employment contract and questioned whether it constituted sufficient grounds for termination. He further stated that private legal work was part of Mr. Duncan's livelihood and that the contract did not prohibit outside employment.

Mayor Cain responded that, regardless of who the client was, the understanding discussed during the hiring process was that Mr. Duncan would wind down his private practice. He stated that Councilman Davis had acknowledged that such discussions occurred.

City Attorney Christopher Duncan addressed the council and stated that, during the hiring process, he disclosed that he had several existing private practice cases and that he intended to wind down his private practice by completing those cases. Mr. Duncan stated that he had never represented that he would immediately terminate all private matters. He further stated that he had not expanded his private practice since being hired by the City and that his outside cases had not interfered with his duties as City Attorney for Freeport. Mr. Duncan stated that he believed he had satisfactorily performed his responsibilities for the City.

Mayor Cain called the motion to a vote with all present and voting "Aye" 3-2. The Council approved the motion. Councilman Davis voted "Nay". Councilman Rossow voted "Nay".

Adjournment

Adjournment – Jerry Cain, Mayor

A motion was made by Councilwoman Mireles to adjourn, seconded by Councilman McDonald with all present and voting "Aye" 5-0. Mayor Cain adjourned the meeting at 9:36P.M.

Jerry Cain, Mayor

Clarisa Fernandez City Secretary

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Thursday, June 25, 2026 at 4:00 PM at the Freeport Council Chamber located at 430 North Brazosport Blvd., Freeport Texas for the purpose of considering the following agenda items:

City Council: Mayor Jerry Cain
Councilman Larry McDonald
Councilman Jarvis Davis
Councilwoman Nicolasa Mireles
Councilman Winston Rossow

Staff: Danielle M Kelly, DPA, City Manager
Tracy Harrison, Assistant City Manager
Clarisa Fernandez, City Secretary
Toby Cohen, IT Director

Visitors: Manning Rollerson David McGinty
Pamela Dancy

Call to Order:

Call to Order - Jerry Cain, Mayor

Mayor Cain called the Special City Council meeting of the Freeport City Council to order at 4:00P.M. on June 25, 2026, declaring a quorum was present.

Invocation - Councilman

Councilman Rossow led the Invocation.

Pledges - Pledge of Allegiance to the United States; Pledge of Allegiance to the State of Texas.

Councilman Rossow led the Pledge of Allegiance to the United States and the Pledge of Allegiance to the State of Texas.

Matters Subsequent to Posting.

City Manager Dr. Danielle Kelly stated there were no matters subsequent to posting.

Audience Participation – Anyone who has registered to speak prior to the meeting being called to order and desires to address the City Council will be heard at this time, or during the discussion of an item listed on the agenda. These forms are located by the City Secretary. After completing the form, give it to the City Secretary. She will give it to the Mayor. The Mayor will call on you when that item is presented, once a motion has been made by Council then public participation will not be allowed. You will have four (4) minutes to make your comments regardless of the number of agenda items to be addressed.

Manning Rollerson addressed the Council regarding the recent dismissal of City Attorney Christopher Duncan. Mr. Rollerson challenged the stated rationale of a lack of confidence as insufficient justification for the termination, stating that such a reason fails to meet the bar of legitimate cause and does not serve the

interests of the citizens. He expressed particular concern over the roles of specific Council members in initiating and seconding the motion to remove Mr. Duncan, questioning whether personal animosity rather than professional cause drove the decision. Mr. Rollerson noted that Mr. Duncan had recently secured a \$10 million outcome for the city, and stated that removing a successful attorney without documented wrongdoing exposes the city to legal and financial risk. He stated that he had contacted the District Attorney's office to request a formal investigation, characterizing the dismissal as potentially unlawful and inconsistent with Texas law.

Pamela Dancy also addressed the Council on the matter of Mr. Duncan's termination. Ms. Dancy expressed her belief that the timing and circumstances of the dismissal were connected to a desire to settle pending litigation rather than litigate it to conclusion, suggesting that a replacement firm with local ties would be more inclined to settle cases in ways that could benefit certain parties at the expense of taxpayers. She urged the Council to consider asking Mr. Duncan to return in a limited capacity to close out the existing cases he had been handling, arguing that he was well-positioned to win them. Ms. Dancy recommended that the Council seek replacement counsel with no local connections or conflicts of interest, and appealed to members to set aside personal grievances in the interest of the city.

Executive Session

Executive Session regarding a.) Texas Government Code, Section 551.074: Personnel Matters: to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee; Legal Services.

The Regular Session closed at 4:10P.M. and the Council entered into the Executive Session.

Reconvene into Open Session:

Take any action resulting from Executive Session.

The Executive Session ended at 5:03P.M. and the Council went back into Regular Session.

There was no action from the Executive Session.

Adjournment

Adjournment – Jerry Cain, Mayor

A motion was made by Councilman McDonald to adjourn, seconded by Councilman Davis with all present and voting "Aye" 5-0. Mayor Cain adjourned the meeting at 5:03P.M.

Jerry Cain, Mayor

Clarisa Fernandez City Secretary



City Council Agenda Item #[3.B]

Title: Consideration and possible action approving Ordinance No. 2026-2767 calling a Recall Election for the Office of Mayor to be held on November 3, 2026.

Date: July 6, 2026

From: Mayor Cain

Staff Recommendation: Consider and take possible action approving Ordinance No. 2026-2767 ordering a recall election for the position of Mayor to be held on November 3, 2026, in accordance with the City Charter and Texas Election Code requirements.

Item Summary:

Ordinance No. 2026-2767 has been placed on the agenda for City Council consideration regarding the calling of a recall election for the office of Mayor pursuant to Article 6 of the City of Freeport Home Rule Charter. The ordinance was previously presented to the City Council during a Special Meeting held on April 29, 2026 and on May 18, 2026. The motion associated with the ordinance did not receive approval during either meeting. A subsequent request was made by Mayor Cain to place the item back on a future City Council agenda for reconsideration. If approved, the ordinance would order a recall election to be held on November 3, 2026, the next authorized uniform election date under the Texas Election Code.

Background Information: Article 6 of the Home Rule Charter of the City of Freeport authorizes the recall of elected city officials, including the Mayor, upon submission of a valid recall petition. A recall petition meeting the signature and verification requirements established by the City Charter and Texas Election Code was submitted and verified. Pursuant to Section 6.07 of the Charter, City Council is required to order a recall election upon verification of a qualified petition. Chapter 41 of the Texas Election Code further requires the election to be held on an authorized uniform election date.

Special Considerations: The election will be conducted jointly with Brazoria County pursuant to the Joint Election Agreement and Contract for Election Services. All notices, polling place requirements, early voting procedures, and election administration processes must comply with the Texas Election Code and City Charter provisions. Timing requirements for publication and posting of notices must also be strictly observed.

Financial Impact: Costs associated with conducting the recall election will include election administration services provided by Brazoria County, publication expenses, election worker



979.233.3526 Fax 979.233.8867

1201 North Avenue H. Freeport, TX 77541

compensation, equipment usage, and related election costs. Funding will be allocated from the City's election administration budget.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. 2026 RECALL ELECTION-ORDINANCE
2. Verified Signature Letter

ORDINANCE NO. 2026-2767

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; CALLING A RECALL ELECTION, FOR THE FIRST SATURDAY IN MAY, 2026, THE UNIFORM ELECTION DATE, BEING NOVEMBER 3, 2026, FOR AN ELECTION TO RECALL THE POSITION OF MAYOR HELD BY JERRY CAIN OF SAID CITY; PROVIDING FOR ONE (1) POLLING PLACE AND DESIGNATING THE LOCATION THEREOF; PROVIDING FOR THE QUALIFICATION OF ELECTORS; APPOINTING THE OFFICERS OF SAID ELECTION AND DESIGNATING THE NUMBER OF CLERKS TO ASSIST IN CONDUCTING SAID ELECTION AND THE COMPENSATION TO BE PAID THE ELECTION JUDGE AND CLERKS; PROVIDING FOR EARLY VOTING; PROVIDING FOR RATIFICATION AND CONFIRMATION BY THE MAYOR OF SAID CITY OF THE ACTION TAKEN BY THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, Article 6 of the Home Rule Charter of the City of Freeport, Texas, provides for the recall of any elected city official, that the position of Mayor shall be subject to recall and removal from office by the qualified voters of the city on grounds of incompetency, misconduct or malfeasance in office; and,

WHEREAS, the question of the recall of the mayor shall be submitted to the qualified voters of the entire city; and,

WHEREAS, recall shall be initiated by the filing of a petition with the person performing the duties of the city secretary and such petition to recall the mayor shall be signed by a number of the qualified voters of the city equal to at least 51 percent of the number of votes cast at the last regular municipal election of the city but in no event less than 200 petitioners.

WHEREAS, upon submission of a verified recall petition, it shall become the duty of the city council to order an election

and fix a date for holding such recall election,

WHEREAS, Chapter 41 of the Texas Election Code requires that special elections be held on the first qualified uniform elections date, said uniform election date being held November 3, 2026.

WHEREAS, the City Council finds that a qualified recall petition has been filed and verified in accordance with Article 6 of the Home Rule Charter of the City of Freeport, Texas, the Texas Elections Code and Texas Supreme Court precedent.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS:

SECTION ONE--Elections Called

Pursuant Section 6.07 of the Home Rule Charter of the City, the Mayor and City Council of the City hereby order and ordain, respectively, there shall be held on the first Tuesday in November, 2026, the uniform election date, being November 3, 2026, between the hours of 7:00 o'clock a.m. and 7:00 o'clock p.m.:

(1) a recall election submitted to the qualified voters of the entire city for the purpose to consider the recall of the Mayor, Jerry Cain.

SECTION TWO--Municipal Polling Places

As provided in the Joint Election Agreement and Contract for Election Services between the City and the County Clerk of Brazoria County, Texas, which is incorporated herein by reference, for the purpose of the election called by this ordinance, there shall be one (1) municipal polling place

located within the city limits of the City Freeport, the Freeport City Library located at 410 N. Brazosport Boulevard, Freeport, Texas, where all voters residing in the City, shall vote on election day in the recall election. On that day, voting will also be permitted at the Polling Places established by the Brazoria County Elections Official.

SECTION THREE--Officers of Election and Compensation Thereof.

The Presiding Judge, Alternate Presiding Judge and clerks needed on the day of election for the election called by this ordinance, for the early ballot board and the central counting station shall be appointed, have the duties and be compensated as provided in the Joint Election Agreement and Contract for Election Services mentioned above.

SECTION FOUR--Electors.

To be eligible to vote in such election, a person must, on the date such person votes, be (1) eligible to vote under the provisions of Chapter 2 of Title 2 of the Texas Election Code, (2) a resident of the City, (3) duly registered to vote in the Brazoria County, Texas, election precinct which includes that portion of the corporate limits of the City of Freeport where such voter resides respectively.

SECTION FIVE--Early Voting.

Early voting shall begin on October 19, 2026, and end on October 30, 2026, such early voting to be conducted by the County Clerk of Brazoria County, Texas, between the hours of

8:00 a.m. and 5:00 p.m. on such dates and at such locations, established by the Brazoria County Election official.

SECTION SIX--Method of Voting and Conducting Election.

Both early voting and all voting on the day named above for the holding of the election called by this ordinance shall be in the manner specified in the Joint Election Agreement and Contract for Election Services mentioned above.

SECTION SEVEN--Notice of Election.

(a) The Mayor of the City is hereby authorized and directed to issue a notice of said election, to cause the same to be posted for at least twenty-one (21) days prior to the date named above for the holding of said general annual election on the bulletin board used for posting notices of meetings of the City Council of the City, and to be published in the Brazosport Facts, a newspaper published in the City having a general circulation therein and the official newspaper of the City, not later than ten (10) days nor earlier than thirty (30) days before the date named above for the holding of said general annual election.

(b) The City Secretary of the City is hereby authorized and directed to cause a copy of such notice, including a substantial copy of above and foregoing proposition, to be published in a newspaper in accordance with Section 4.003(a)(1) of the Election Code, such publication to be at least ten (10) days before but not more than thirty (30) days before the date named above for the holding of said election.

SECTION EIGHT--Ratification and Confirmation by Mayor.

By signing this ordinance, the undersigned Mayor of the City hereby ratifies and confirms as his action all matters hereinabove recited which by law come within his jurisdiction.

SECTION NINE--Severance Clause

In the event any section or provision of this ordinance is found to be unconstitutional, void or inoperative by the final judgment of a court of competent jurisdiction, such defective provision, if any, is hereby declared to be severable from the remaining sections and provisions of this ordinance and such remaining sections and provisions shall remain in full force and effect.

SECTION TEN--Effective Date

This ordinance shall be effective immediately upon its passage and approval.

READ, PASSED AND ADOPTED this _____ day of May, 2026.

**Jerry Cain, Mayor,
City of Freeport, Texas**

ATTEST:

**Clarisa Fernandez, City Secretary,
City of Freeport, Texas**

APPROVED AS TO FORM ONLY:

**Christopher Duncan, City Attorney,
City of Freeport, Texas**

**Jerry Cain**
Mayor**Dr. Danielle Kelly**
City Manager

April 28, 2026

Mayor and City Council,

I am submitting this letter to formally present a summary of the results of a review of the signatures contained in the recall petition filed with the City of Freeport on April 23, 2026.

The petition signatures were reviewed independently by City Manager Dr. Danielle Kelly, City Secretary Clarisa Fernandez, and administrative staff. Each reviewer conducted a separate, line-by-line verification using the current Brazoria County voter registration records, the requirements applicable to recall petitions under the Texas Election Code, and the provisions of Article 6 of the Freeport Home Rule Charter. Following completion of the administrative review, the findings were also reviewed with the City Attorney for legal sufficiency and compliance with applicable law.

This petition seeks the recall of the Mayor, Jerry Cain. Pursuant to Section 6.02 of the Freeport Home Rule Charter, a recall petition for the Mayor must be signed by at least fifty-one percent (51%) of the number of votes cast at the last regular general election, but in no event less than 200 qualified petitioners. According to official election records, on May 4, 2024, a total of 435 out of 5,413 registered voters participated in the last general election. Fifty-one percent of 435 equals 221.85, which rounds up to 222 valid signatures required for the petition to meet the Freeport Home Rule Charter threshold. Because 222 exceeds the Charter's minimum requirement of 200 signatures, 222 valid signatures are required for this recall petition to qualify.

A total of 295 signatures were submitted in support of the recall petition. As part of this review, each signature was evaluated to confirm that it was dated within one hundred eighty (180) days prior to the filing date of the petition, as required by Section 6.04 of the Charter. Any signature dated more than 180 days before the filing date, or lacking a date altogether, was not counted as valid.

The results presented below reflect the collective findings of those independent reviews.



Verified Signatures – These signatures were determined to be verifiable and attributable to qualified voters based on the following:

- A complete residential address within the applicable jurisdiction
- Confirmation in the voter registration records
- A signature date within 180 days of the petition filing date (April 23, 2026)

Total verified signatures: 231

Invalid Signatures – These signatures were determined to be invalid due to one or more of the following reasons:

- Missing required information (such as a date or residential address)
- Signer not listed as a registered voter
- Duplicate signatures
- Signature dated more than 180 days prior to filing the petition


Total invalid signatures: 64

Based on the total number of verified signatures, and in accordance with Article 6 of the Freeport Home Rule Charter, the City Secretary has determined that this recall petition has met the required threshold of 222 valid signatures and therefore does qualify for further action under the Charter.


This summary is provided for transparency and to assist the City Council in its consideration of the petition in accordance with the Charter’s requirements. This review reflects a procedural verification of signatures and does not constitute legal determination beyond the scope of the Charter and applicable law.

For additional clarification and documentation, I have included the Excel worksheet reflecting the line-by-line review conducted by myself and four other individuals. The worksheet identifies each signature reviewed, indicates whether it was determined to be valid or invalid, and provides the reasoning supporting each determination of invalidity.


Respectfully,



Clarisa Fernandez
City Secretary, City of Freeport



Dr. Danielle Kelly, DPA
City Manager, City of Freeport



Christopher Duncan
City Attorney, City of Freeport





City Council Agenda Item #[3.C]

Title: Consideration and possible action approving the proposed 2026 Illumination Light Locations.

Date: July 6, 2026

From: Laura Cramer, GIS/Property Manager

Staff Recommendation:

Staff recommends approval of these proposed light locations submitted by council.

Item Summary:

Annually, the City of Freeport is allowed to add up to fifty illumination streetlights in residential areas without cost for installation.

Staff submitted to council ward maps with illumination light locations currently installed and locations currently being installed as part of the 2025 Illumination Street Lighting Plan.

Background Information:

The city has historically submitted light locations annually.

YEAR	WARD A	WARD B	WARD C	WARD D	TOTAL
2021	41	0	10	0	51
2022	19	12	12	4	47
2023	8	7	15	20	50
2024	5	3	16	26	50
2025	5	6	25	14	50
2026	12	12	12	12	48
TOTAL	90	40	90	76	296
Total	45%	20%	45%	38%	

Special Considerations:

None.

Financial Impact: Although the installation is free, the city has to pay the monthly bill for the added lights.

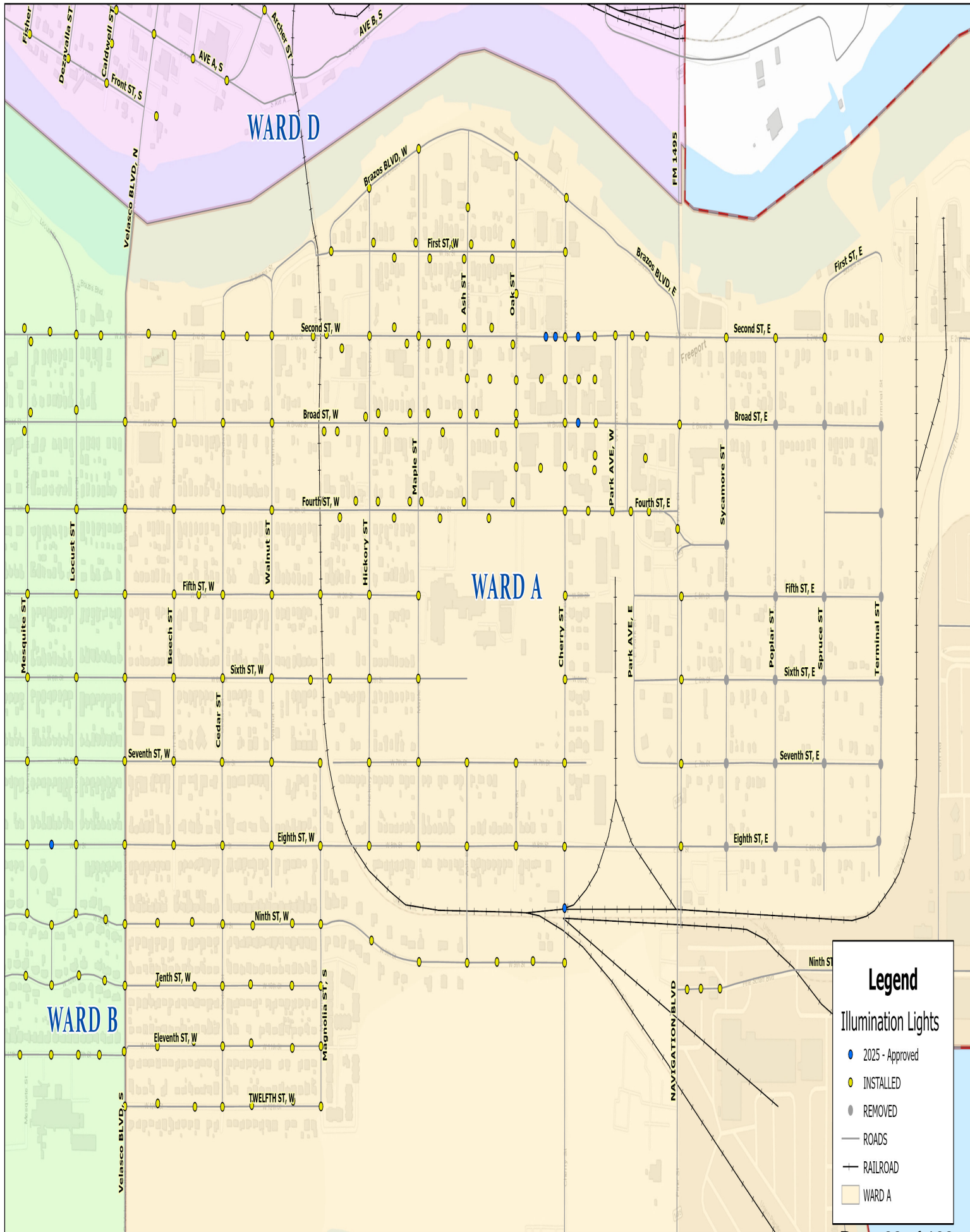


Board or 3rd Party Recommendation: None.

Supporting Documentation:

1. 2026 Illumination Lights - Ward A
2. 2026 Illumination Lights - Ward B
3. 2026 Illumination Lights - Ward C
4. 2026 Illumination Lights - Ward D

2026 Proposed Light Locations - Ward A



Legend

Illumination Lights

- 2025 - Approved
- INSTALLED
- REMOVED

— ROADS

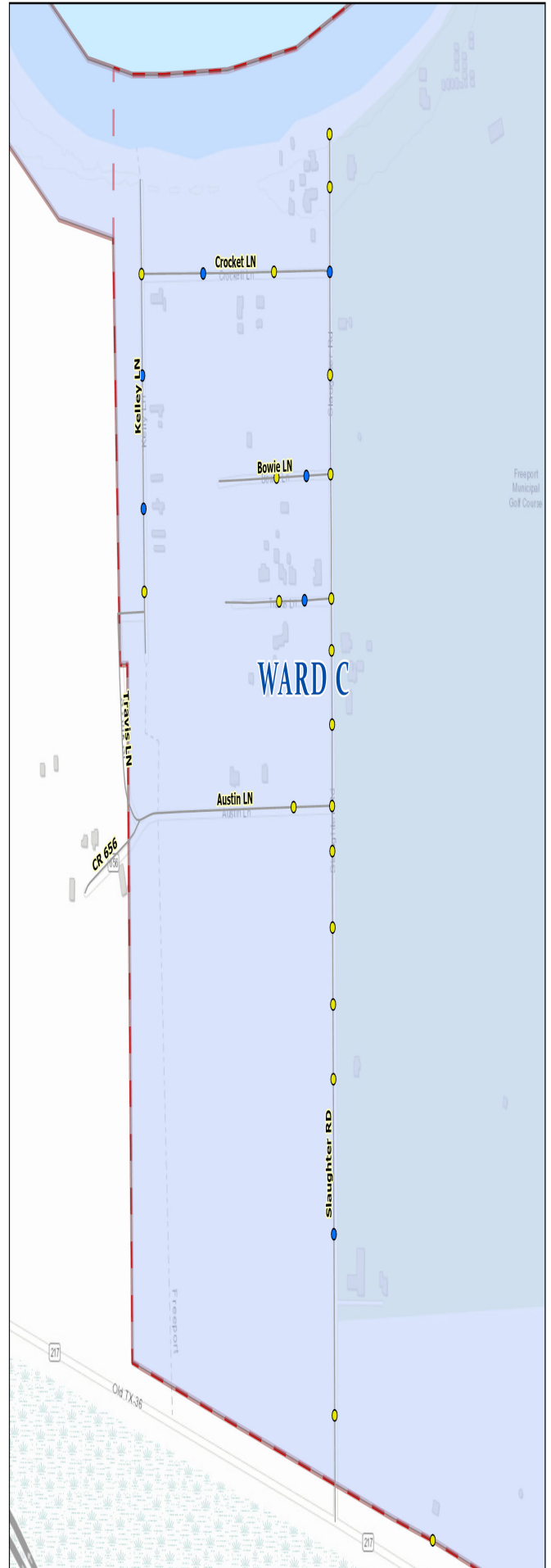
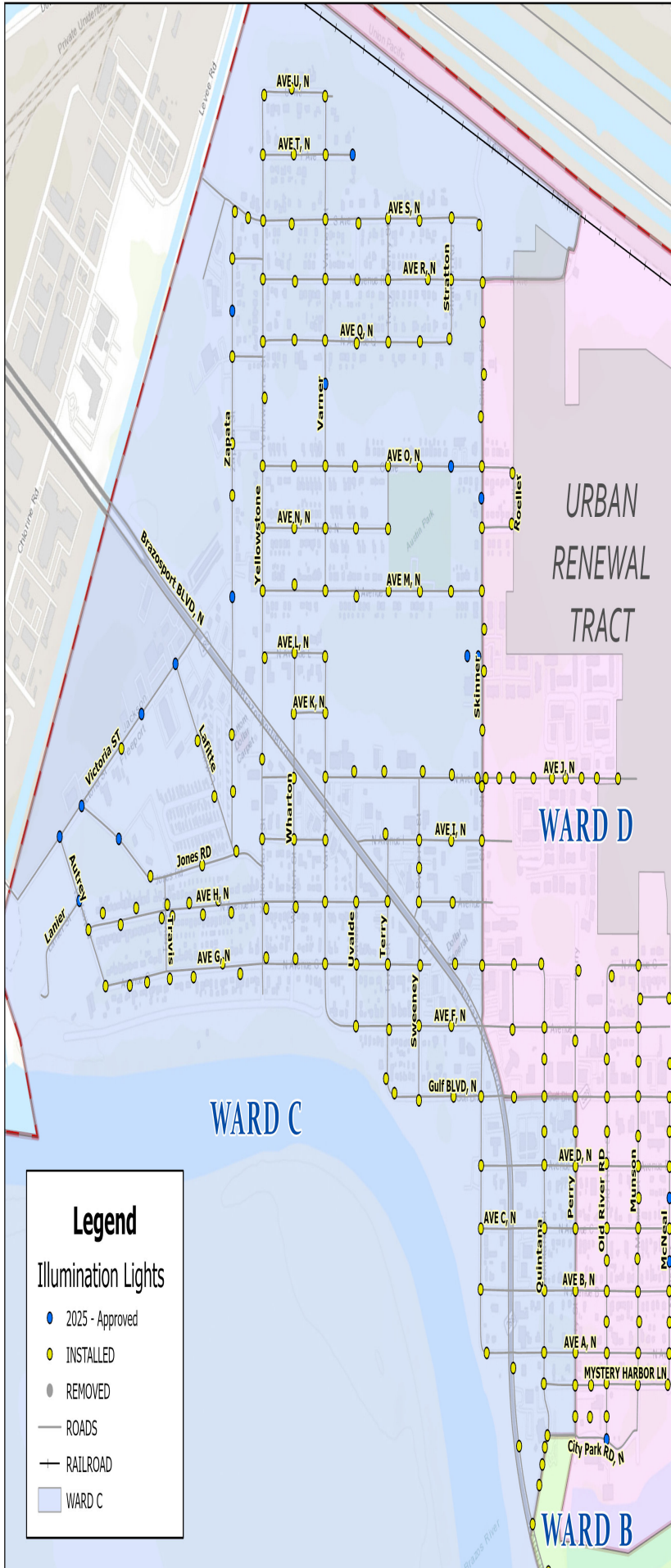
— RAILROAD

WARD A

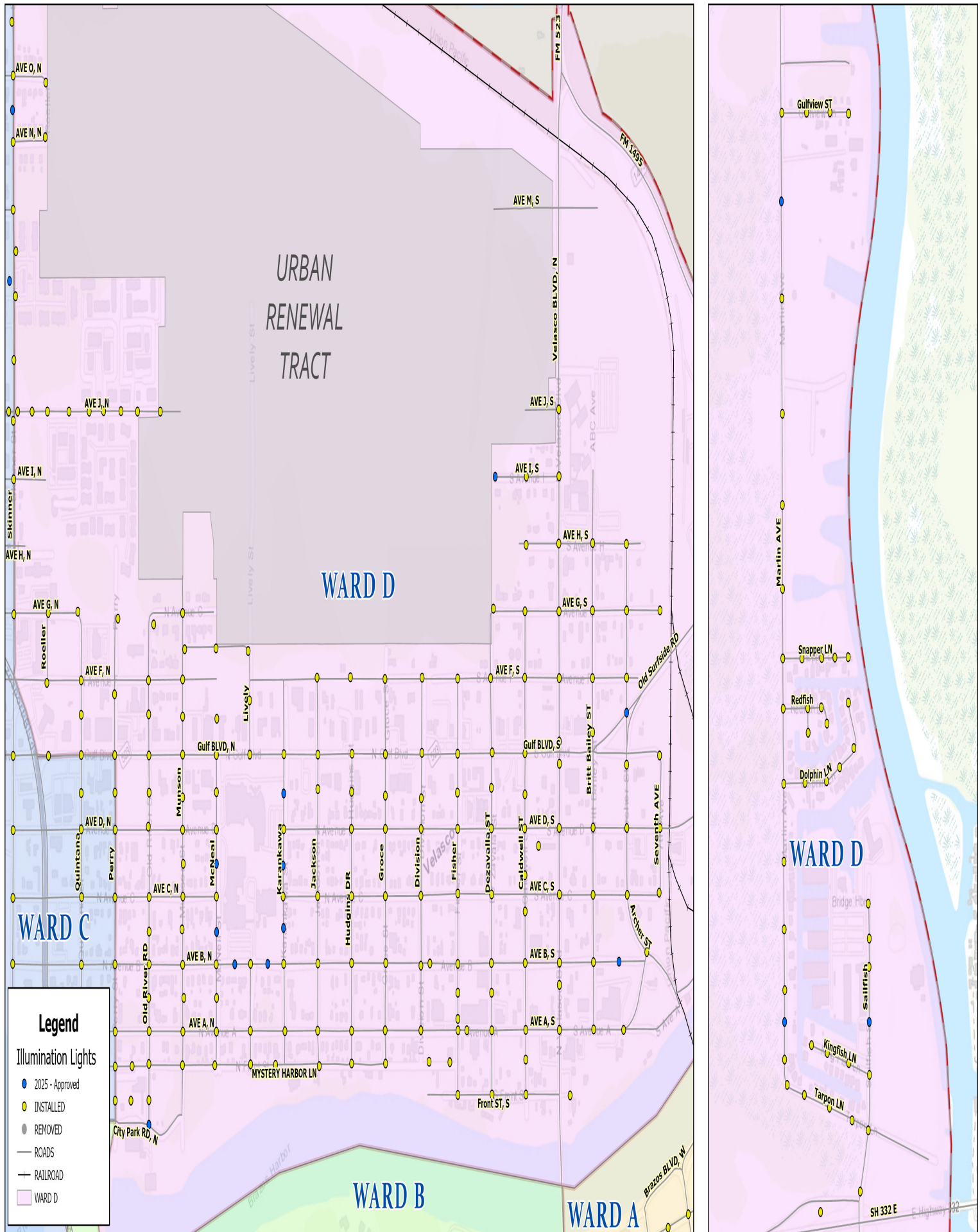
2026 Proposed Light Locations - Ward B



2026 Proposed Light Locations - Ward C



2026 Proposed Light Locations - Ward D





City Council Agenda Item #[3.D]

Title: Consideration and possible action approving Resolutions appointing/reappointing members to various Boards and Commissions.

Date: July 6, 2026

From: Dr. Danielle Kelly

Staff Recommendation: Staff recommends approval of the proposed resolutions appointing and reappointing individuals to various Boards and Commissions as presented. These appointments are in accordance with established procedures and ensure continued functionality and representation on each board.

Additionally, each board representative would like the opportunity to provide a recommendation regarding the discussion considered during their respective board meetings.

Item Summary: Terms have expired on each of the Boards and Commissions. These terms expired on May 31, 2026. Additionally, there are several positions left vacant due to members stepping down before their term expired. At the time this memo was created the City has received applications from individuals who are interested in serving on these Boards and Commissions.

Additionally, board representatives wish to provide recommendations based on matters discussed at their respective board and commission meetings.

Background Information: N/A

Special Considerations: N/A

Financial Impact: N/A

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Historic Commission and Main Street Resolution 2026
2. Board of Adjustment Resolution 2026
3. Main Street & BOA (1)

RESOLUTION NO. 2026-3056

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING A QUALIFIED PERSON TO THE FREEPORT HISTORIC COMMISSION AND MAIN STREET BOARD OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, Michelle Backman has resigned from the Freeport Historic Commission and Main Street Board prior to the expiration of her appointed term, which expires on May 31, 2027, and the City Council desires to appoint a qualified person to fill the remainder of such unexpired term;

WHEREAS, the City Council of the City desires to appoint the below named qualified person as member of said board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS:

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes, appoints and/or reappoints the following named qualified person(s) to the Freeport Historic Commission and Main Street Board of the City. Such appointment shall be for the remainder of the unexpired term previously held by Michelle Backman, which term expires on May 31, 2027, and until a successor has been duly appointed and qualified, to-wit:

1. _____ **Term Expiration: 05/31/2027**

SECTION TWO (2): DUTIES

The above-named appointee(s) shall perform all of the duties imposed on members of the Freeport Historic Commission and Main Street Board of the City by law.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, appointee shall take the Oath of Office as required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2026.

Jerry Cain, Mayor
City of Freeport, Texas

ATTEST: _____
Clarisa Fernandez, City Secretary
City of Freeport, Texas

RESOLUTION NO. 2026-3057

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, APPOINTING QUALIFIED PERSONS TO THE BOARD OF ADJUSTMENT OF THE CITY OF FREEPORT TO FILL VACANCIES; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATHS OF OFFICE REQUIRED BY LAW.

WHEREAS, a vacancy exists on the Board of Adjustment due to the appointment of Margaret Bachman from Alternate Member to Regular Member; and

WHEREAS, a vacancy also exists on the Board of Adjustment due to the resignation of Nicole Mireles; and

WHEREAS, the City Council of the City of Freeport desires to appoint qualified persons to fill the vacant positions on the Board of Adjustment for the terms specified herein;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS:

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified persons to the Board of Adjustments of the City to fulfill the remaining term(s) as appointed, to wit:

- Name 1. _____ Term expiration 5/31/2027 (Regular)
2. _____ 5/31/2028 (Alternate)

SECTION TWO (2): DUTIES

The above-named appointees shall perform all of the duties imposed on members of the Board of Adjustment of the City by law and the ordinances and resolutions of the City.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, each of such appointees shall take the Constitutional Oath of Office and signed the affidavit required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2026.

Jerry Cain, Mayor
City of Freeport, Texas

ATTEST: _____
Clarisa Fernandez, City Secretary
City of Freeport, Texas

Historical Commission and Main Street Advisory Board

Toni Mladan
Bobby Edge
Thomas Koole
Westly Warrick

Board of Adjustments

Con McCleester
Sheyla Juarez
Melanie Oldham



City Council Agenda Item #[3.E]

Title: Consideration and possible action to approve Resolution No. 2026-3058 authorizing the submission of a grant application to the Texas Water Development Board for the Water Supply and Infrastructure Grant Program for the Water Line Replacement and Fire Protection Project.

Date: July 6, 2026

From: Dr. Danielle Kelly

Staff Recommendation: Staff recommends approval of a resolution authorizing the City Manager to submit a grant application to the Texas Water Development Board for the Water Supply and Infrastructure Grant Program for the Water Line Replacement and Fire Protection Project in the amount of \$16,380,870.

Item Summary: The City has an opportunity to apply for funding through the Texas Water Development Board Water Supply and Infrastructure Grant Program. This is a one-time grant opportunity intended to support eligible water supply and infrastructure projects. The proposed Water Line Replacement and Fire Protection Project would address undersized water lines, improve fire flow, eliminate dead-end water lines, add fire hydrant coverage, and improve overall water system resiliency throughout a significant portion of the City of Freeport's water distribution system. Approval of the resolution will authorize the submission of the grant application, designate the City Manager as the authorized official, and allow the City to comply with all applicable program requirements.

Background Information: Kimley-Horn has recommended that the City of Freeport submit a grant application to the Texas Water Development Board for the Water Supply and Infrastructure Grant Program. The City falls within the population category of 10,001 to 150,000 and is eligible to apply for funding of up to \$21,000,000 for eligible planning, acquisition, design, and construction activities. After review and discussion with Public Works and Utilities, the proposed project was identified as a strong candidate for grant funding due to the age, size, and condition of portions of the City's water distribution system, as well as the need to improve fire protection coverage and system reliability. The proposed project includes the following estimated improvements:

- Abandonment or replacement of approximately 52,310 linear feet of water lines that are four inches in diameter or smaller;
- Installation of approximately 41,310 linear feet of proposed six-inch water lines;
- Installation of approximately 5,340 linear feet of proposed eight-inch water lines;
- Installation of approximately 1,560 linear feet of proposed twelve-inch water lines;
- Approximately 534 service reconnections;



- Installation of approximately 67 water valves; and
- Installation of approximately 26 new fire hydrant assemblies and relocation of two existing hydrants.

The project is intended to improve fire flow, maintain minimum pressure requirements, eliminate dead-end lines where feasible, reduce water loss associated with routine flushing, and provide additional hydrant coverage in areas where existing structures do not currently have adequate fire protection.

Special Considerations: This is a competitive, one-time grant opportunity. Submitting the application does not guarantee funding; however, approval of the resolution allows the City to pursue outside funding for significant water infrastructure improvements that would otherwise require substantial local investment. Approval of the resolution does not obligate the City to proceed with the project unless funding is awarded and any required future agreements or actions are brought back to Council for consideration.

Financial Impact: The estimated total project cost is \$16,380,870. This estimate includes engineering design, environmental study, construction, grant administration, and escrow fees. If awarded, grant funding would offset the cost of eligible project activities. Any required local match, grant conditions, or related funding obligations would be evaluated and presented to Council as part of any future award acceptance or project approval process.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Water line replacement resolution 062626 (1)
2. OPCC WSIG Water Line

RESOLUTION NO. 2026-3058

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD FOR THE WATER SUPPLY AND INFRASTRUCTURE GRANT PROGRAM; DESIGNATING AN AUTHORIZED OFFICIAL; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; AND PROVIDING FOR COMPLIANCE WITH ALL PROGRAM REQUIREMENTS.

WHEREAS, the City Council of the City of Freeport, Texas, finds it in the best interest of the citizens of Freeport to pursue funding for critical water system improvements that will enhance water infrastructure, improve fire protection, and support the health, safety, and welfare of the community; and

WHEREAS, the Texas Water Development Board is administering the Water Supply and Infrastructure Grant Program, which provides grant funding for eligible water supply and infrastructure projects; and

WHEREAS, the City of Freeport is eligible to apply for grant funding through the Water Supply and Infrastructure Grant Program for planning, acquisition, design, and/or construction of eligible water infrastructure improvements; and

WHEREAS, the City desires to submit an application for the Water Line Replacement and Fire Protection Project, which includes the replacement or abandonment of undersized water lines, installation of new water lines, service reconnections, valves, fire hydrant assemblies, and related improvements necessary to improve water system reliability, fire flow, resiliency, and public safety; and

WHEREAS, the estimated total project cost, including engineering design, environmental study, construction, grant administration, and escrow fees, is \$16,380,870; and

WHEREAS, the City Council finds that the proposed project serves a valid public purpose and will benefit the residents, businesses, and public infrastructure of the City of Freeport.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, THAT:

SECTION 1. The City Council hereby authorizes the submission of a Water Supply and Infrastructure Grant application to the Texas Water Development Board for the Water Line Replacement and Fire Protection Project in the amount of \$16,380,870.

SECTION 2. The City Manager is hereby designated as the Authorized Official for purposes of the grant application and is authorized to execute all documents, certifications, agreements, amendments, and other instruments necessary or appropriate to submit the application, accept grant funding if awarded, and administer the grant on behalf of the City.

SECTION 3. The City Council authorizes the City Manager, or her designee, to take all actions necessary to implement this Resolution and to comply with all requirements of the Texas Water Development Board and the Water Supply and Infrastructure Grant Program.

SECTION 4. The City of Freeport agrees that, in the event of loss or misuse of grant funds, the City shall return the funds to the State of Texas in full.

SECTION 5. The City of Freeport shall comply with all applicable federal and state laws, Texas Water Development Board requirements, and Water Supply and Infrastructure Grant Program guidelines.

SECTION 6. This Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this ____ day of _____, 2026.

Jerry Cain, Mayor
City of Freeport, Texas

ATTEST:

Clarisa Fernandez, City Secretary
City of Freeport, Texas

Client: City of Freeport	Date: 6/24/2026
Project: Water Line Replacement and Fire Protection	Prepared By: VGB
KHA No.:	Checked By: SJK

Title: WSIG Application OPCC	Sheet: 1
-------------------------------------	-----------------

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization, Bonds, and Insurance (5%)	1	LS	\$ 510,000.00	\$ 510,000
2	Trench Safety	48,210	LF	\$ 2.00	\$ 96,420
3	Abandon Existing 2" and 4" Water Line	15,230	LF	\$ 35.00	\$ 533,050
4	Remove Existing Water Line (all sizes)	37,080	LF	\$ 80.00	\$ 2,966,400
6	Install 6" Water Line	41,310	LF	\$ 80.00	\$ 3,304,800
7	Install 8" Water Line	5,340	LF	\$ 100.00	\$ 534,000
8	Install 12" Water Line	1,560	LF	\$ 120.00	\$ 187,200
9	Reconnect to Existing Water Line (all sizes)	101	EA	\$ 3,000.00	\$ 303,000
10	Service Reconnections (same side of street)	387	EA	\$ 1,500.00	\$ 580,500
11	Service Reconnections (across street)	147	EA	\$ 4,500.00	\$ 661,500
12	Install 6" Gate Valve	60	EA	\$ 3,000.00	\$ 180,000
13	Install 8" Gate Valve	6	EA	\$ 4,500.00	\$ 27,000
14	Install 12" Gate Valve	1	EA	\$ 6,000.00	\$ 6,000
15	Install Fire Hydrant Assembly	26	EA	\$ 10,000.00	\$ 260,000
16	Relocate existing Fire Hydrant Assembly	2	EA	\$ 5,000.00	\$ 10,000
17	Hydrostatic Testing and Disinfection	1	EA	\$ 40,000.00	\$ 40,000

Basis for Cost Projection:

- No Design
- Preliminary
- Final Design

Project Subtotal:	\$ 10,199,870
Environmental (10%):	\$ 1,020,000
Engineering, Survey, and Geotech (15%):	\$ 1,530,000
Contingency (35%):	\$ 3,570,000
Grant Application & Administration (5%):	\$ 51,000
Fees for Escrow:	\$ 10,000
Project Total	\$ 16,380,870

The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.



City Council Agenda Item #[3.F]

Title: Consideration and possible action to Accept the Texas General Land Office (GLO) CDBG-MIT Resilient Communities Program Grant, Contract No. 23-160-208-F790, in the Amount of \$250,000 for the Development and Adoption of the City's Comprehensive Plan and Authorize the City Manager to Execute All Necessary Documents.

Date: July 6, 2026

From: Ashlee Hurst, Finance Director

Staff Recommendation: Staff recommends approval of accepting the Texas General Land Office CDBG-MIT Resilient Communities Program Grant, Contract No. **23-160-208-F790**, in the amount of **\$250,000**, and authorizing the City Manager to execute the grant agreement and any related documents necessary to carry out the project.

Item Summary: The Texas General Land Office (GLO) has awarded the City of Freeport **\$250,000** through the **Community Development Block Grant – Mitigation (CDBG-MIT) Resilient Communities Program (RCP)**. The grant will fund the development and adoption of a comprehensive plan that will strengthen the City's resilience to natural hazards, guide future growth and development, and improve long-term community sustainability.

The Resilient Communities Program funds activities that increase a community's resilience to disasters and reduce or eliminate the impacts of future disasters through comprehensive planning and mitigation-focused initiatives.

Background Information: The City of Freeport applied for funding through the GLO's CDBG-MIT Resilient Communities Program to develop a comprehensive planning framework that integrates resilience, hazard mitigation, infrastructure planning, and sustainable growth.

Under **Grant Contract No. 23-160-208-F790**, the City has been awarded **\$250,000** to complete a comprehensive planning process that will result in the adoption of a Comprehensive Plan and supporting implementation documents.

The project scope includes:

- Identification and assessment of local hazard risks and vulnerabilities;
- A population study that estimates the current population and projects growth over the next 20 years;
- A housing study evaluating existing housing conditions and projecting housing needs for the next 10 years;



- Development of a comprehensive land use plan establishing long-term community goals and policies, including:
 - Existing land use inventory;
 - Future land use map accounting for projected population growth; and
 - Land use policies for all property within the City's jurisdiction;
- An infrastructure assessment evaluating the City's water, wastewater, drainage, and street systems;
- Preparation of a Capital Improvement Plan (CIP) that prioritizes infrastructure improvements based on community needs and resilience objectives;
- Development of zoning ordinances and regulatory recommendations that support and implement the Comprehensive Plan; and
- Adoption of the Comprehensive Plan by the City Council following public engagement and stakeholder participation.

Completion of these planning efforts will provide the City with a coordinated strategy for managing future growth, improving infrastructure resiliency, supporting economic development, enhancing disaster preparedness, and strengthening competitiveness for future state and federal funding opportunities.

Special Considerations: This project supports the City's strategic goals by:

- Improving community resilience and disaster preparedness;
- Planning for sustainable growth and development;
- Prioritizing infrastructure investments;
- Supporting responsible land use and housing policies; and
- Positioning the City to compete for future infrastructure and mitigation funding.

Financial Impact: Grant Amount: \$250,000

Funding Source: Texas General Land Office (GLO) Community Development Block Grant – Mitigation (CDBG-MIT) Resilient Communities Program

Grant Contract Number: 23-160-208-F790

Local Match: No local match is required.

Acceptance of the grant will provide funding for eligible planning activities without adversely impacting the City's operating budget.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. 250K Comp Plan Grant Docs

979.233.3526 Fax 979.233.8867



1201 North Avenue H. Freeport, TX 77541



GLO CONTRACT NO. 23-160-208-F790
COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM
RESILIENT COMMUNITIES PROGRAM
NON-RESEARCH & DEVELOPMENT
MITIGATION FUNDING

The **GENERAL LAND OFFICE** (the “GLO”), a Texas state agency, and **CITY OF FREEPORT**, Texas Identification Number (TIN) **17460008893** (“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, and 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 Planning 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 **\$250,000.00**, 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:** GLO Information Security Appendix
- ATTACHMENT F:** 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) Other guidance posted at <https://recovery.texas.gov/action-plans/mitigation/index.html>;
- (e) Other guidance posted at <https://recovery.texas.gov/mitigation/programs/resilient-communities-program/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

“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.

“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.

“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**.

“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.

“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.

“[Comprehensive Plan](#)” means a document that formalizes community goals and aspirations into actionable policies that govern the growth of a community, specifically what types of buildings can be built and where.

“[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**.

“[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 funding allocations.

“[Flood Damage Protection Ordinance](#)” means the regulatory framework through which a community controls and manages flood risks within its jurisdiction.

“[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**.

“[Hazard Mitigation Plan](#)” means a comprehensive document, developed by a community and approved by FEMA, that contains detailed information about the types of natural hazards a community faces and the actions a community can take to reduce their vulnerability to these natural hazards before they strike.

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

“[In-House Work Plan](#)” means a plan developed for each selected Project Activity that includes, at a minimum, the Activity objective, a timeline with significant milestones such as community meetings, draft plans, written approval of the Activity, and a list of the department and staff responsible for the Activity tasks. In-House Work Plans will be outlined by the Grant Manager in the grant kick off meeting with Subrecipient and plan requirements written into the RCP standard operating procedures and the RCP Application Guide when those documents are created and updated.

“[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.

“[Land-Use Plan](#)” means a document that formalizes the regulatory framework through which a community controls and manages land usage within its jurisdiction.

“[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.

“[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.

“[Resilient Communities Program](#)” or “[RCP](#)” means the program administered by the GLO through which funds are awarded to Subrecipients to assist them in developing, updating, adopting, and implementing modern and resilient codes, plans, and ordinances to ensure that structures built within Subrecipient’s community can withstand future hazards.

“[Resilient Communities Program Application Guide](#)” or “[RCP Application Guide](#)” means the GLO’s guidance document that outlines the program requirements of the GLO’s RCP.

“[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 the RCP Application Guide or by the Grant Manager 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 Freeport, a recipient of federal CDBG-MIT funds through the GLO as the pass-through funding agency. Subrecipient may also be referred to as “Provider” herein.

“[Technical Guidance Letter](#)” or “[TGL](#)” means an instruction, clarification, or interpretation of the 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.

“[Zoning Ordinance](#)” means a regulatory framework through which a community may control and manage how property in specific geographic zones can be used.

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 B**; **Attachment C**; **Attachment E**; **Attachment F**; 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, EXPENDITURES, AND PROGRAM 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 **September 30, 2029**, 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 for up to two (2) additional one-year terms. **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 424B, Federal Assurances for Non-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 REPORTING REQUIREMENTS

Subrecipient shall submit any requested reports to the GLO through the TIGR system as prescribed in **Attachment A** 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 F** 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 F** 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.

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

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123), 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, and 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-MIT Program, and any other applicable laws. **All funds disbursed under this Contract are subject to recapture and repayment for non-compliance.**
- (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 is not 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.

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**.

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

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.**

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.**

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 applicable 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 applicable 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 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, and D**, 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 Freeport
1201 North Avenue H
Freeport, Texas 77541
Attention: Danielle Kelly

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 issue a closeout letter pursuant to **Section 8.24**. 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, 2.02, 2.03, 3.02, 3.04, 3.05, 8.03, 8.04, 8.10, 8.11, 8.12, 8.13, 8.14, 8.16, 8.17, 8.18, 8.19, 8.23, 8.24, and 8.29** of this Contract and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

8.23 CONTRACT CLOSEOUT

Upon completion of all Activities required for the Contract and submittal of the final reimbursement request, 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 PRIOR TO CONTRACT EXPIRATION OR WITHIN THIRTY (30) DAYS OF CONTRACT TERMINATION OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. FAILURE TO SUBMIT THE FINAL BUDGET AND ACTUAL EXPENDITURES TO THE GLO IN ACCORDANCE WITH THIS SECTION MAY RESULT IN FORFEITURE AND

DE-OBLIGATION OF ALL REMAINING UNREQUESTED FUNDS, AT THE GLO'S SOLE DISCRETION.

The GLO will provide Subrecipient an official grant closeout letter upon satisfaction of all Project requirements.

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 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.
- (b) Complaint Procedures: Subrecipient must prepare as part of its Start Up Documentation and maintain 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) Subrecipient shall timely respond to all submitted, written citizen complaints, in accordance with its published complaint procedures. 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 complaints, responses to complaints, and technical assistance requested and/or provided.

8.28 PREFERENCE AND PROCUREMENT OF MATERIALS

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:

- (a) competitively within a timeframe allowing compliance with the Contract's performance schedule;
- (b) in a way that meets the Contract's performance requirements; or
- (c) at a reasonable price.

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

8.29 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 E**.

8.30 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.

8.31 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.

8.32 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.

8.33 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.

8.34 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.

8.35 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.

8.36 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.

8.37 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. 23-160-208-F790
RESILIENT COMMUNITIES PROGRAM SUBRECIPIENT AGREEMENT**

GENERAL LAND OFFICE

CITY OF FREEPORT

Jennifer G. Jones
Chief Clerk and Deputy Land Commissioner
Date of execution: _____

By: danielle kelly
Title: _____
Date of execution: _____

OGC NL^{DS}
PM SP^{Initial}
SDD HL^{DS}
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:** GLO Information Security Appendix
- ATTACHMENT F:** Contract Reporting Template

ATTACHMENTS FOLLOW

**CITY OF FREEPORT
23-160-208-F790**

PERFORMANCE STATEMENT

The Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. 115-123, approved February 9, 2018), made available \$12 billion in Community Development Block Grant – Mitigation (“CDBG-MIT”) for mitigation Activities for areas impacted by disasters occurring in 2015, 2016, and 2017. CDBG-MIT funds provide an opportunity for communities to carry out strategic and high-impact Activities to mitigate disaster risks and reduce the potential for future losses in areas impacted by recent disasters.

The Resilient Communities Program (“RCP”) funds CDBG-MIT Activities that work to increase a community’s resilience to disasters and reduce or eliminate the impact of future disasters. RCP provides aid to the most impacted and distressed (MID) areas covered in the State of Texas CDBG Mitigation (CDBG-MIT) Action Plan as designated by the U.S Department of Housing and Urban Development (HUD).

Subrecipient shall perform, or cause to be performed, the Activities identified herein for the target area specified in its approved RCP Grant Application: Develop and Adopt Comprehensive Plan.

Subrecipient shall carry out the following Planning Activities in strict accordance with the terms of Subrecipient’s GLO-approved Project guidelines, the terms of this Contract and all Attachments, and the requirements of the GLO Implementation Manual and the RCP Application Guide, as each may be amended over time. Each of these documents is incorporated by reference into this Contract.

The grant total is \$250,000.00. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record of the GLO’s Community Development and Revitalization division (GLO-CDR).

PROJECT DESCRIPTION

Subrecipient shall conduct the following Planning Activities according to the requirements set forth below and in the RCP Application Guide. Subrecipient’s Planning Activities performed under this Contract will result in the development and formal adoption by Subrecipient of plans, codes, and/or ordinances.

Comprehensive Plan

Subrecipient shall develop and adopt a Comprehensive Plan that must include, at a minimum, the following elements for all base studies.

- Identification of local hazard risk(s), aligning with Subrecipient’s local hazard mitigation plan, if one exists.
- Population study providing an estimate of the current population and projection for population increase over the next 20 years.
- Housing study describing the composition of the existing housing stock (including total number of units, number of single family and multifamily units, and vacancy rates) and a projection for the number of future housing units needed ten (10) years from the date of the plan, including the composition of said units (e.g., single family, multifamily).

- Land Use Plan or study that formalizes long-term community goals into governing policies describing the land use of every parcel within the jurisdiction and including a future land use map that accounts for future population changes. The Land Use Plan shall describe the location and types of structures that may be built within a given jurisdictional area and may serve as guidance document for the development of local codes and zoning ordinances or equivalent enforcement mechanisms. The Land Use Plan shall contain, at a minimum, the following:
 - 1) An integration of relevant portions of an applicable local hazard mitigation plan, if one exists;
 - 2) Identification of local hazard risks;
 - 3) Explanation of how the plan mitigates the identified local hazard risks; and
 - 4) Zoning ordinances or equivalent enforcing regulations or code provisions that codify the plan upon adoption by the applicable governmental entity.
- Infrastructure study that describes the water, wastewater, drainage, and streets systems, including length, width, materials, and condition or age (if available), as well as a capital improvement plan with proposed prioritized improvements to those systems.
- Additional studies (e.g., environmental, economic, etc.) may also be included.
- Zoning Ordinance(s), or similar governing regulation(s) or code provision(s), to support the adoption of the Comprehensive Plan. Each Zoning Ordinance or equivalent enforcing regulation or code provision, as applicable, will establish the set of regulations that define how the real property identified therein may be used and the type(s) of construction that may occur on said real property.

Adoption of the Comprehensive Plan and associated Zoning Ordinance(s) or equivalent enforcing regulation(s) or code provision(s) must be completed within 30 months of Contract execution. If Subrecipient fails to formally adopt the Comprehensive Plan and associated Zoning Ordinance(s) or equivalent enforcing regulation(s) or code provision(s), as applicable, within the prescribed period, all funds drawn by Subrecipient relating to efforts supporting the development and adoption of the Comprehensive Plan will be subject to recapture by the GLO. At a minimum, supporting Comprehensive Plan documentation submitted to the GLO must include resolutions from the applicable governing body documenting the adoption of the Comprehensive Plan and associated Zoning Ordinance(s) or equivalent enforcing regulation(s) or code provision(s).

MILESTONES

Subrecipients may draw funds in accordance with the table(s) below subject to completion of the described milestones, as determined by the GLO. Subrecipient may draw up to, but not exceed, the identified percentage of the associated Activity line-item amount in the Project Budget until stated Deliverable(s) and reimbursement requests are submitted to and approved by the GLO.

Comprehensive Plan

Milestones	Not-to-Exceed Percentage of Activity Line-Item Amount in Budget
GLO approval of: <ul style="list-style-type: none"> • Start Up Documentation • Procurement documentation / In-House Work Plan 	0-5%
GLO approval of: <ul style="list-style-type: none"> • Assessment of current Comprehensive Plans • Base studies • Docs - 1st round of public meetings • Draft Goals/Objectives/Policies 	5.01-35%
GLO approval of: <ul style="list-style-type: none"> • Docs - 2nd round of public meetings • Preliminary Draft Comprehensive Plan 	35.01-65%
GLO approval of: <ul style="list-style-type: none"> • Docs - 3rd round of public meetings • Adopted Comprehensive Plan, includes adoption of Land Use Plan • Adopted Zoning Ordinance(s) or equivalent enforcing regulation(s) or code provision(s) • Evidence of adoption by jurisdiction 	65.01 – 95%
GLO approval of: <ul style="list-style-type: none"> • Grant closeout documents (including Grant Completion Report) 	95.01-100%

BUDGET

HUD ACTIVITY TYPE	GRANT AMOUNT	OTHER FUNDS	TOTAL
Comprehensive Plan	\$250,000.00	\$0.00	\$250,000.00
TOTAL	\$250,000.00	\$0.00	\$250,000.00

ASSURANCES – NON-CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0007
Expiration Date: 07/31/2028

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 (0348-0040), 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 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 cost) 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, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. 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.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. 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.
7. 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 or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with 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.

9. 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.
10. Will comply, if applicable, 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.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. 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.
13. 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.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. 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.
17. 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."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION City of Freeport	DATE SUBMITTED

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

**CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 87***

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

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

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

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

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

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

Statement for Loan Guarantees and Loan Insurance:

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

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

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

City of Freeport

23-160-208-F790

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Danielle Kelly

SIGNATURE

DATE

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

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

OMB Number: 4040-0013
Expiration Date: 06/30/2028

1. *Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. *Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. *Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee *Name: _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____ Congressional District, <i>if known</i> : _____		
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, <i>if applicable</i> : ____	
8. Federal Action Number, <i>if known</i>: 	9. Award Amount, <i>if known</i>: \$ _____	
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, Grantee affirms and agrees to the following, without exception:

1. Grantee represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Grantee nor the firm, corporation, partnership, or institution represented by Grantee, 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 Grantee.*
2. Grantee 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, Grantee 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 [Grantee] 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. Grantee 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 2063.408(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Grantee represents and warrants that it complies with the requirements of the state risk and authorization management program and Grantee 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), Grantee 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 Grantee to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Grantee certifies that it will comply with the security controls required under this Contract and will maintain

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

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

9. Grantee 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. Grantee agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Grantee to the State of Texas.
11. Upon request of the GLO, Grantee 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, Grantee 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 Grantee's submission of its offer to provide consulting services to the GLO or, in the alternative Grantee, 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, Grantee 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 GRANTEE.**
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, Grantee 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 GRANTEE.**
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Grantee's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Grantee may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Grantee as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Grantee must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim.

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

- The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Grantee 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 Grantee 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 Grantee'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 Grantee. 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 Grantee. 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 Grantee 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. Grantee 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 Grantee, 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 Grantee: (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, Grantee 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. Grantee understands that all obligations of the GLO under this Contract are subject to the availability of funds. If such funds are not appropriated or become

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

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. Grantee 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, Grantee 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. Grantee 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, Grantee certifies that neither Grantee nor any person or entity represented by Grantee 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, Grantee 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 Grantee 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, Grantee 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, Grantee further represents and warrants that if a former employee of the GLO was employed by Grantee within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Grantee 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, GRANTEE, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES,

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

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 GRANTEE 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 GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE 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, GRANTEE, 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 GRANTEE'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO GRANTEE, OR ANY OTHER ENTITY OVER WHICH GRANTEE EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

25. TO THE EXTENT ALLOWED BY LAW, GRANTEE 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 GRANTEE PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY GRANTEE

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

OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE CONTRACT. GRANTEE AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, GRANTEE 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 GRANTEE OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*

26. Grantee 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, Grantee 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 Grantee and legally empowered to contractually bind Grantee 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, Grantee 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 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

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

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. Grantee 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. Grantee 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, Grantee 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, Grantee 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 Grantee 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. Grantee 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, Grantee 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 Grantee believes to be excepted from disclosure as "confidential" or a "trade secret," Grantee waives any and all claims it may make against the GLO for releasing such information without prior notice to Grantee. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Grantee 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, Grantee shall forward the third party's contact information to the above-designated e-mail address.
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. Grantee must report any possible

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

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 Grantee, in its performance of the Contract, has access to a state computer system or database, Grantee must complete a cybersecurity training program certified under Texas Government Code Section 2063.104, as selected by the GLO. Grantee must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Grantee must verify in writing to the GLO its completion of the cybersecurity training program.
37. Under Section 2155.0061, Texas Government Code, Grantee 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. Grantee 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 Grantee's business. Grantee acknowledges that such a vaccine or recovery requirement would make Grantee ineligible for a state-funded contract.
39. Pursuant to Government Code Section 2275.0102, Grantee certifies that neither it nor its parent company, nor any affiliate of Grantee 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 Grantee is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Grantee verifies that Grantee does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Grantee does not make that verification, Grantee must notify the GLO and state why the verification is not required.*
41. If Grantee is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Grantee 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 Grantee does not make that verification, Grantee must notify the GLO and state why the verification is not required.*
42. If Grantee is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Grantee will play the United States national anthem at the beginning of each team sporting event held at Grantee's home venue or other venue controlled by Grantee for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Grantee to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Grantee 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 Grantee and the Contract, in accordance with Section 552.372 of the Texas Government Code, Grantee must (a) preserve all contracting information related to the Contract in accordance with the records

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

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 Grantee'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 Grantee'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 Grantee agrees that the Contract may be terminated if Grantee 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, Grantee, 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 Grantee compiled in connection with its performance under the Contract.*
45. Grantee 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. Grantee 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. Grantee 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, Grantee 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 Grantee 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.
49. If subject to 2 C.F.R. 200.217, Grantee 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. Grantee shall inform its employees in writing of their whistleblower rights and protections under 41 U.S.C. 4712.

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

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Grantee 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 Grantee acknowledges that this list may not include all such applicable laws, rules, and regulations.

Grantee 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).

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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 Grantee (or any entity with which Grantee 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 Grantee 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 Grantee 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 Grantee 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. Grantee shall keep all GLO Data received under the Contract and any documents related thereto strictly confidential.
- 2.2. Grantee shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.
- 2.3. Grantee 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. Grantee 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. Grantee 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. Grantee shall ensure that the requirements stated herein are imposed on any contractor/subcontractor of Grantee’s subcontractor(s).

- 2.5. With the exception of contractors and subcontractors as they are addressed in Section 2.4, Grantee will not share GLO Data with any third parties, except as necessary for Grantee'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. Grantee 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. Grantee shall maintain and, upon request, provide documentation of training completion.
- 2.7 Any GLO Data maintained or stored by Grantee 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 Grantee 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. Grantee shall provide the GLO copies of any and all NDAs upon request or demand by the GLO.
- 2.9 Grantee shall use GLO Data for the sole purpose of administering the Contract.

3. Data Ownership

- 3.1. In no event shall Grantee 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 Grantee ceases to be necessary for Grantee's performance under the Contract, Grantee 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 Grantee'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 Grantee, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Grantee shall prohibit any further use and disclosure of GLO Data.

4. Data Mining

- 4.1. Grantee 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. Grantee 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. Grantee shall provide the GLO with the name and contact information for an employee of Grantee which shall serve as the GLO's primary security contact.
- 5.2. Upon Grantee's discovery of a Breach of Security or suspected Breach of Security, Grantee 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, Grantee 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. Grantee shall submit the initial notification and preliminary report to the GLO Information Security Officer at informationsecurity@glo.texas.gov.
- 5.4. Grantee shall take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- 5.5. Grantee 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. Grantee 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, Grantee 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. Grantee 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, Grantee requires access to GLO Data protected under such an agreement, then Grantee 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 Grantee. As applicable, Grantee 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 Grantee's compliance with this Attachment, Grantee grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in Grantee's, or Grantee's contractor/subcontractor's, physical and/or technical environment in relation to GLO Data. Grantee 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, Grantee 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. Grantee shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any contract/subcontract that Grantee awards.
- 7.2. At the GLO's request, Grantee shall promptly and accurately complete a written information security questionnaire provided by the GLO regarding Grantee'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.



City Council Agenda Item #[3.G]

Title: Consideration and possible action approving a budget amendment for Main Street Board training services related to the Main Street America Four-Point Approach and board roles and responsibilities.

Date: July 6, 2026

From: Maria Lopez, Mainstreet Coordinator

Staff Recommendation: Staff recommends approval of a budget amendment in the amount of \$2,500 for professional consulting and training services for the Freeport Main Street Board.

Item Summary:

The Freeport Main Street Program is requesting a budget amendment in the amount of \$2,500 to retain consultant Norma Ramirez to provide training for the Main Street Board on the Main Street America Four-Point Approach and the roles and responsibilities of board members serving within a Main Street program.

This training will provide board members with a foundational understanding of the Main Street America framework and prepare them to establish goals and priorities as the City advances downtown revitalization efforts. Board members volunteer their time to support the success of the Main Street Program and should be equipped with the knowledge necessary to effectively fulfill their responsibilities and contribute to the program's long-term success.

Ms. Ramirez has extensive experience working with Main Street communities throughout Texas and has successfully trained Main Street boards on governance, program expectations, and implementation of the Main Street Approach. Staff has already contacted Ms. Ramirez regarding the proposed training.

Background Information:

At the time the Fiscal Year 2025-2026 budget was adopted, there was no staff member serving in the Main Street Coordinator role. As a result, funding for board development and consultant-led training was not included in the adopted budget.

As a designated Texas Main Street community, the program is expected to provide annual training opportunities for Main Street board members. While staff may facilitate these trainings internally, staff believes that utilizing an experienced consultant during this stage of program development will provide the board with a stronger foundation and a clearer understanding of its role in supporting downtown revitalization.



As the Freeport Main Street Program continues to grow and strengthen, staff anticipates facilitating future board trainings internally while continuing to meet Main Street program requirements.

Special Considerations: Providing this training will strengthen board engagement, improve understanding of the Main Street America framework, and assist the board in establishing strategic goals that support the revitalization of Downtown Freeport.

Financial Impact: Approval of this budget amendment will allocate \$2,500 for consultant-led Main Street Board training services.

Board or 3rd Party Recommendation: Texas Main Street State Coordinator Amy Hammons approves Norma Ramirez' training role within the Main Street network.

Supporting Documentation:

1. NRM Invoice City of Freeport TX - Main Street Board Training



INVOICE

INVOICE # CFTX-2026-0708
DATE 05/18/2026

Norma Ramirez Miess,
President, Community Revitalization Strategies
Norma Ramirez Miess, LLC
P.O. Box 33322, San Antonio, TX 78265
Phone: 210-788-8933 Email: NRMiess@gmail.com

TO:
Maria Lopez
Main Street Coordinator
City of Freeport
P: (979-871-0105
E: Maria.Lopez@Freeporttx.gov
1201 n. Ave. H., Freeport, TX 77541

CONSULTING SERVICES:
Main Street Board of Directors' Training & Leadership Development

Main Street Board of Directors' Training & Leadership Development

Professional Fees – Three-hour Interactive, In-Person Training Session

Three-Hour (3) In-Person Interactive Session, focused on the following main topics:

- The Main Street Approach & Guiding Principles
 - The Main Street local, statewide, and national network.
 - The crucial role of the Main Street Board in building and growing a successful Main Street program.
-

Travel Expenses

Air or ground transportation to Freeport, TX.
Local lodging, meals, and other associated travel costs.

Total Costs: **\$2,500.00**

Notes:

To encourage full Board participation, the session will take place on a Saturday from 9:00 a.m. to 12:00 p.m., with July 25 or August 8, 2026, offered as potential dates. The Main Street Coordinator and Consultant will work together to finalize the chosen date and the session location at least 30 days before the training.

Payment will be due within 30 days of the day of service. Make payment to: **Norma Ramirez Miess, LLC**. Please confirm if direct deposit is possible (preferred option) to provide account details. If paying by check, please mail to: P. O. Box 33322, San Antonio, TX 78265.

For questions, please contact: Norma Ramirez Miess at (210)788-8933 or Norma@NormaRamirezMiess.com.

THANK YOU!