

**GRANT ADMINISTRATION SERVICES FOR NON-HOUSING
UNDER THE U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT –
MITIGATION, RESILIENT COMMUNITIES PROGRAM
CONTRACT NO. 23-160-104-F112**

THE CITY OF PORT LAVACA (the "Subrecipient") and KSBR, LLC, Tax Identification Number 81-1402761("Provider"), each a "Party" and collectively, "the Parties," enter into the following contract for grant administration services (the "Contract") pursuant to Local Govt. Code 252 and 2 C.F.R. Part 200.

WHEREAS, the Subrecipient has received U.S. Department of Housing and Urban Development Community Development Block Grant – Mitigation (CDBG-MIT), under the Resilient Communities Program (RCP) funds, administered by the Texas General Land Office ("GLO") for planning purposes; and

WHEREAS, the CDBG-MIT program is funded under the 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.)

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS, THAT the Parties agree to the following terms and conditions:

ARTICLE I - GENERAL PROVISIONS

1.01 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>;
- (f) Other guidance posted at: <https://www.hudexchange.info/>; and
- (g) The CONTRACT NO. 23-160-104-F112 between the GLO and Subrecipient

1.02 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 the Subrecipient’s Performance Statement and Budget in **Attachment A**, which can be found in the GLO’s and Subrecipient’s executed contract.

“Administrative and Audit Regulations” means all applicable statutes, regulations, and other laws governing the 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 the Subrecipient will complete and submit to the GLO annually, in accordance with **Section 4.01** of this Contract, to identify the Subrecipient’s fiscal year expenditures.

“Benchmark” means the milestones identified in **Attachment A** that define actions and Deliverables required to be completed by the 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 all the documents listed in **Section 1.03**.

“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 the 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.

“Exhibit” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference.

“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 of the Subrecipient/GLO contract**, which the Provider 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 GLO in the grant kick-off meeting with the Subrecipient, and plan requirements will be 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.

“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 before the GLO may reimburse Subrecipient for any invoiced expenses.

“Subrecipient” means City of Port Lavaca, a recipient of federal CDBG-MIT funds through the GLO as the pass-through funding agency.

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

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

“U.S.C.” means the United States Code.

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

1.03 CONTRACT DOCUMENTS

This Contract and the following Attachments:

ATTACHMENT A: Performance Statement, Budget, and Benchmarks

ATTACHMENT B: Federal Assurances, Certifications, and Disclosures

ATTACHMENT C: Insurance

ATTACHMENT D: Subrecipient Responsibilities

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1.04 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 **Attachments C and D** of the Subrecipient/GLO contract; **Attachments A,B,C, and D** of this contract; all 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.

1.05 PROJECT

The Provider shall perform or coordinate comprehensive administrative services as directed by the Subrecipient to support activities for the Planning Activities outlined in Attachment A (the “Project”) under the Resilient Communities Program, see GLO/Subrecipient contract. The Provider will assist the Subrecipient in fulfilling its statutory responsibilities under State and Federal CDBG-MIT, including grant administration services for non-housing projects. These administrative services must comply with (i) HUD requirements, (ii) the Non-Exclusive List of Laws, Rules, and Regulations in Attachment D, (iii) Scope of Services in Attachment A, (iv) any amendments to this Contract, and (v) any Technical Guidance Letters, program requirements, or guidance issued by the GLO.

The Provider shall always maintain close oversight of approved projects and records, including, but not limited to, obtaining and maintaining, through its efforts, the Subrecipient's current Performance Statement, Implementation Schedule, and Budget, including approved revisions and Technical Guidance Letters issued by the GLO. The Provider shall also complete the Scope of Services, as agreed upon between the Subrecipient and the Provider, as outlined in the attached Exhibit A. Exhibit A is a living document that, with the consent of both parties, can be edited as needed throughout the life of this project. The Provider will ensure that Exhibit A is drafted and completed by Attachment A of the Subrecipient/GLO contract.

1.06 REPORTING REQUIREMENTS

The Provider shall assist the Subrecipient in the timely submission of all reports and documentation required under this Contract and any Subrecipient Agreement.

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ARTICLE II – REIMBURSEMENT, EXPENDITURES, AND PROGRAM INCOME

The Provider has read and understood the provisions outlined in Article II of the GLO and Subrecipient contract.

ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT

3.01 DURATION

This Contract shall become effective on the date on which the last Party signs it and shall terminate on **June 30, 2028**, or upon the completion of all Benchmarks listed in **Attachment A** and required closeout procedures, whichever occurs first.

Subrecipient must meet all Project Benchmarks identified in Attachment A of the GLO/subrecipient contract. 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 the 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 Subrecipient 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 any such notice, Provider shall cease work, undertake to terminate any relevant 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. The terms of this Agreement shall govern it.

3.03 ABANDONMENT OR DEFAULT

If the Provider defaults on the Contract, the Subrecipient has the right to cancel it without notice and either re-solicit or re-award the Contract to the next most responsive and responsible vendor qualified under the Solicitation. The defaulting provider will not be considered in the re-solicitation and may not be eligible for future solicitations for the same type of work unless the specification or scope of work is significantly changed. The duration of the suspension will be determined by the Subrecipient based on the severity of the default.

ARTICLE IV - CONTRACT ADMINISTRATION

- 4.01** The provider will be compensated according to a negotiated fee, not to exceed \$300,000, and will be reimbursed in installments as allowed in the Subrecipient Performance Statement and outlined below in the Plan Milestone billing benchmarks. The Grant Administration Fee shall not surpass the maximum amount designated for such services as specified by the Subrecipient Agreement, the GLO, HUD, or any applicable law, for the duration of this Contract. The Subrecipient agrees to pay the Provider in accordance with the Prompt Pay Act of Texas, Govt. Code Ch. 2251. Reimbursement for services may be requested based on the Benchmarks, depending on the type of services authorized and contingent upon the Provider's timely submission of each Quarterly Report as outlined in SECTION 1.04, above.

At a minimum, invoices must clearly reflect:

- Provider's Contract Number;
- the name and GLO Contract Number (12 digits) of the Subrecipient Agreement for which services have been provided;
- The current amount being billed;
- The total amount billed previously;
- the remaining balance to be billed; and
- An itemized statement of services performed, including documentation as required under the Contract, such to support Benchmark milestone work.

Subject to the maximum Contract amount authorized herein, upon specific, prior, written approval by the Subrecipient, lodging, travel, and other incidental direct expenses may be reimbursed under this Contract for professional or technical personnel who are (a) away from the cities where they are permanently assigned; (b) conducting business specifically authorized by the Subrecipient; and (c) performing services not initially included in the Scope of Services.

The reimbursement limit shall be the rates set by the Comptroller of Texas, as described in the State of Texas travel guidelines, *TexTravel*. If a rate within these limits is unavailable, Provider shall make every effort to find the lowest possible room rate. Provider must obtain prior approval from the Subrecipient.

The Provider agrees to invoice according to the Milestones outlined in Attachment A of the Subrecipient/GLO contract, as shown in the table below:

Comprehensive Plan Milestones	
Milestones	Not-to-Exceed Percentage of Activity Line-Item Amount in Budget
GLO approval of: <input type="checkbox"/> Start Up Documentation <input type="checkbox"/> Procurement documentation / In-House Work Plan	0-5%
GLO approval of: <input type="checkbox"/> Assessment of current Comprehensive Plans <input type="checkbox"/> Base studies <input type="checkbox"/> Docs - 1st round of public meetings <input type="checkbox"/> Draft Goals/Objectives/Policies	5.01-35%
GLO approval of: <input type="checkbox"/> Docs - 2nd round of public meetings <input type="checkbox"/> Preliminary Draft Comprehensive Plan	35.01-65%
GLO approval of: <input type="checkbox"/> Docs - 3rd round of public meetings <input type="checkbox"/> Adopted Comprehensive Plan, includes adoption of Land Use Plan <input type="checkbox"/> Adopted Zoning Ordinance(s) or equivalent enforcing regulation(s) or code provision(s) <input type="checkbox"/> Evidence of adoption by jurisdiction	65.01 – 95%
GLO approval of: <input type="checkbox"/> Grant closeout documents (including Grant Completion Report)	95.01-100%

NOTICE TO PROVIDER:

Failure to include all required information in Section **3.01** with each invoice may result in a significant delay in processing the payment for the invoice.

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ARTICLE V. PROVIDER'S WARRANTY. AFFIRMATIONS. AND ASSURANCES

5.01 PERFORMANCE WARRANTY

Provider represents that all services performed under this Contract will be performed in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Provider represents that all work product, including Deliverables if any, under this Contract shall be completed in a manner consistent with standards in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated Attachments (if any); and shall be fit for ordinary use, of good quality, and with no material defects. If Provider fails to submit Deliverables timely or to perform satisfactorily under conditions required by this Contract, the Subrecipient may require Provider, at its sole expense, to the extent such defect or damage is caused by the negligence of Provider, to (a) repair or replace all defective or damaged Deliverables; (b) refund any payment received for all defective or damaged Deliverables and, in conjunction therewith, require Provider to accept the return of such Deliverables; and/or (c) take necessary action so that future performance and Deliverables conform to the Contract requirements.

5.02 GENERAL AFFIRMATIONS

To the extent that they are applicable, Provider further certifies that the General Affirmations in **Attachment B** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein.

5.03 FEDERAL ASSURANCES

To the extent that they are applicable, Provider further certifies that the Federal Assurances in **Attachment B** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein. The Federal Assurance form must be executed by the Provider's authorized signatory.

5.04 FEDERAL CERTIFICATIONS

To the extent that they are applicable, Provider further certifies that the Federal Certifications also in **Attachment B** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein. The Federal Certifications form must be executed by the Provider's authorized signatory.

In addition, Provider certifies that it is in compliance with any other applicable federal laws, rules, or regulations, as they may pertain to this Contract, including, but not limited to, those listed in Attachment C, found within the Subrecipient/GLO contract.

VI. FEDERAL AND STATE FUNDING. RECAPTURE OF FUNDS AND OVERPAYMENT

6.01 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) The Provider must have an assigned Unique Entity Identifier (UEID). The Provider 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>. The Provider is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period.

6.02 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.

6.03 RECAPTURE OF FUNDS

Provider shall conduct, in a satisfactory manner as determined by the Subrecipient, the Project as set forth in the Contract. The discretionary right of the Subrecipient to terminate for convenience under **SECTION 3.02** notwithstanding, it is expressly understood and agreed by Provider that the Subrecipient shall have the right to terminate the Contract and to recapture and be reimbursed for any payments made by the Subrecipient (i) that exceed the maximum allowable HUD rate; (ii) that are not allowed under applicable laws, rules, and regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures.

6.04 OVERPAYMENT

Provider understands and agrees that it shall be liable to the Subrecipient or the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Provider further understands and agrees that reimbursement of such disallowed costs shall be paid by Provider from funds which were not provided or otherwise made available to Provider under this Contract.

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VII. OWNERSHIP

7.01 OWNERSHIP AND THIRD-PARTY RELIANCE

- (a) The Subrecipient shall own, and the Provider hereby assigns to the Subrecipient and the GLO, all rights, titles, and interests in all services to be performed; all goods to be delivered; and/or all other related work products prepared or in the course of preparation by Provider (or its subcontractors) under this Contract, along with all related worldwide intellectual property rights of any kind or nature (collectively, the "Work Product"). Under no circumstances will any license fee, royalty, or other consideration not specified in this Contract be owed to Provider for the assignment of the Work Product to the GLO or for the GLO's use and quiet enjoyment of the Work Product in perpetuity. Provider shall promptly submit all Work Product to the GLO upon request or upon completion, termination, or cancellation of this Contract for any reason, including all copies in any form or medium.
- (b) The Provider and the Subrecipient shall not use, permit, or cause the Work Product to be used for any purpose other than fulfilling the Provider's obligations under this Contract without prior written consent from either party and the GLO. Work Product is intended solely for the use and benefit of, and relied upon only by, the parties involved. Before sharing any Work Product with any third party other than the GLO, the parties must inform such third parties that relying on or using the Work Product is done entirely at their own risk, without liability to the GLO, Provider, or the Subrecipient.

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VIII. RECORDS, AUDIT, RETENTION, CONFIDENTIALITY, PUBLIC RECORDS

8.01 BOOKS AND RECORDS

Provider shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the Subrecipient, the GLO, the State of Texas Auditor's Office, the United States Government, and/or their authorized representatives' sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

8.02 INSPECTION AND AUDIT

- (a) Provider agrees that all relevant records related to this Contract and any Work Product produced in connection with this Contract, including the records and Work Product of 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 any location where these records and Work Product may be found, with or without notice from the Subrecipient, the GLO, HUD, or other government entity with necessary legal authority. Provider agrees to cooperate fully with any federal or state entity in conducting inspections, examinations, audits, and copying, including providing all requested information. Provider shall also ensure that this clause regarding the authority of federal and state entities to inspect, examine, audit, and copy records and Work Product, as well as the requirement to cooperate fully with these entities, is included in any subcontract it awards.
- (b) Provider understands that accepting state funds under this Contract signifies acknowledgment of the authority of the State Auditor's Office to conduct audits or investigations related to those funds. Provider further agrees to fully cooperate with the State Auditor's Office during any audit or investigation, including providing all requested records. Provider will ensure this clause regarding the State Auditor's Office's authority to audit state funds and the obligation to cooperate is included in any subcontracts it issues. Additionally, the State Auditor's Office has the right at any time to access, examine, audit, copy, and transcribe any relevant books, documents, work papers, and records of the Provider related to the Contract for any purpose. HUD, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized U.S. Government representative shall also have this right of inspection. PROVIDER SHALL ENSURE THAT ALL SUBCONTRACTS REFLECT THE REQUIREMENTS OF THIS SECTION 7.01 AND THE OBLIGATION TO COOPERATE. Provider will be deemed to have read and know all applicable federal, state, and local laws, regulations, and rules, including, but not limited to those identified in **Attachment D** within the Subrecipient/GLO contract, governing audit requirements pertaining to the Project.

8.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the State of Texas CDBG-MIT grant program, in accordance with federal regulations. **The Subrecipient will notify all Program participants of the date upon which local records may be destroyed.**

8.04 CONFIDENTIALITY

To the extent permitted by law, Provider and the Subrecipient agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Provider or the Subrecipient to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Provider or the Subrecipient; or (c) information that Provider or the Subrecipient is otherwise required to keep confidential by this Contract. Furthermore, Provider will not advertise that it is doing business with the Subrecipient, use this Contract as a marketing or sales tool, or make any press releases concerning work under this Contract without the prior written consent of the Subrecipient.

8.05 PUBLIC RECORDS

Information related to the performance of this Contract may be subject to the Public Information Act ("PIA") and will be withheld from public disclosure or released only in accordance therewith. Provider shall make any information required under the PIA available to the Subrecipient in portable document file (".pdf") format or any other format agreed between the Parties. Failure of Provider to mark as "confidential" or a "trade secret" any information that it believes to be excepted from disclosure waives any and all claims Provider may make against the Subrecipient for releasing such information without prior notice to Provider. Provider shall notify the Subrecipient within twenty-four (24) hours of receipt of any third party written requests for information, and forward a copy of said written requests to the Subrecipient. If the request was not written, Provider shall forward the third party's contact information to the Subrecipient.

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IX. MISCELLANEOUS PROVISIONS

9.01 INSURANCE

Provider shall acquire for the duration of this Contract insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount and in the form required. Furthermore, Provider shall submit a certificate of liability insurance as required under this Contract, including (if requested) a schedule of coverage (or "underwriter's schedules") establishing to the satisfaction of the Subrecipient the nature and extent of coverage granted by each policy.

Provider shall submit certificates of insurance and endorsements electronically, in the manner requested by the Subrecipient. In the event that any policy is determined to be deficient to comply with the terms of this Contract, Provider shall secure such additional policies or coverage as the Subrecipient may reasonably request or that are required by law or regulation.

Provider will be responsible for submitting renewed certificates of insurance and endorsements, as evidence of insurance coverage throughout the term of this Contract. Provider may not be actively working on behalf of the Subrecipient if the insurance coverage does not adhere to insurance requirements. Failure to submit required insurance documents may result in the cancellation of this Contract.

9.02 LEGAL OBLIGATIONS

Provider shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Contract. The Provider will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

9.03 INDEMNITY

EXCEPT FOR DAMAGES DIRECTLY OR PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OF THE SUBRECIPIENT OR THE GLO, PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE STATE OF TEXAS, THE GLO, AND THE OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES OF THE SUBRECIPIENT, THE STATE OF TEXAS, AND THE GLO FROM ANY LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES, OR LIABILITY (INCLUDING ALL COSTS AND EXPENSES OF DEFENDING AGAINST ALL OF THE AFOREMENTIONED) ARISING IN CONNECTION WITH THIS CONTRACT.

9.04 ASSIGNMENT AND SUBCONTRACTS

Provider shall not assign, transfer, or delegate any rights, obligations, or duties under

this Contract without the prior written consent of the Subrecipient. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods delivered and/or the services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the Subrecipient of any such subcontractor performing fifteen percent (15%) or more of the work under this Contract, including the name and taxpayer identification number of the subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task. The Provider will ensure that subcontractors adhere to Attachment A (Subrecipient/GLO contract) and the final version of Exhibit A.

9.05 RELATIONSHIP OF THE PARTIES

The Provider is associated with the Subrecipient only for the purposes and to the extent specified in this Contract. The Provider 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.

The Provider shall be solely responsible for, and the Subrecipient 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.

9.06 COMPLIANCE WITH OTHER LAWS

During the execution of this Contract, Provider shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall familiarize itself with and consistently observe and comply with all federal, state, and local laws, ordinances, and regulations that in any way affect performance under this Contract, including, but not limited to, those attached and incorporated as Attachment D of the Subrecipient/GLO Contract for this project. The provider will be deemed to have knowledge of all applicable laws and regulations and will be considered to understand

9.07 NOTICES

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

below:

Subrecipient

City of Port Lavaca
202 North Virginia
Port Lavaca, Texas 77979

Provider

KSBR,LLC
430 Church Street
Sulphur Springs, TX 75482

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

9.08 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 between Subrecipient and Provider under this Contract shall be in a court of competent jurisdiction in Calhoun County, Texas; irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

9.09 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

9.10 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 a "Force Majeure"), then, while so prevented, the affected party's obligation to comply with such covenant shall be suspended, and the affected party shall not be liable for damages for failure to comply with such covenant. In any such event, the party claiming Force Majeure shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to the Provider.

9.11 DISPUTE RESOLUTION

The parties hereto agree to resolve all disputes arising hereunder in accordance with this section. If a dispute arises out of or relates to this Agreement or any alleged breach hereof, including the determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-MIT program requirements, the party desiring to resolve such dispute shall deliver a written notice of the dispute, including the specific claim in the dispute to the other party. Following the delivery of such notice, the parties involved in the dispute shall meet at least twice within the thirty (30) day period commencing with the date of the notice and in good faith shall attempt to resolve such dispute through negotiation. If any dispute is not resolved or settled by the parties as a result of such negotiation, the parties in good faith shall submit the dispute to non-binding mediation before a retired judge of a federal district court or Texas district court or a similarly qualified, mutually agreeable individual. The parties shall bear the costs of such mediation equally. If not resolved through such mediation, either party

may proceed to file suit.

9.12 ENTIRE CONTRACT AND MODIFICATION

This Contract, its integrated Attachment(s), and any Technical Guidance 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 that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s), Technical Guidance Letter shall be harmonized with this Contract to the extent possible. Unless such integrated 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 terms of this Contract.

9.13 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. If the Contract is not executed by the GLO within thirty (30) days of execution by the other party, this Contract shall be null and void. In the sole discretion of the GLO, Work Orders issued, if any, may be executed by the parties in counterparts exchanged by electronic mail.

9.14 THIRD-PARTY BENEFICIARY

The Parties agree that the GLO, as the administrator of the CDBG-MIT program, is a third- party beneficiary to this Contract and that the GLO shall have the right to enforce any provision of this Contract. Provided, however, that GLO shall only enforce a provision Contract after notifying the Parties, in writing, of a potential breach or default of the Contract and allowing the Provider sixty (60) days to cure the breach or default. Venue of any suit under this Section 8.17 shall be in a court of competent jurisdiction in Travis County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

9.15 PROPER AUTHORITY

Each party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Provider acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by Provider before this Contract is effective or after it ceases to be effective are performed at the sole risk of Provider.

SIGNATURE PAGE FOLLOWS

Signatures

This contract takes effect on the date when the last party signs it.

City of Port Lavaca**KSBR, LLC**

Jack Whitlow, City Mayor

Katy Sellers, Principal

Date

Date**The following attachments include:****ATTACHMENT A:** Performance Statement, Budget, and Benchmarks**ATTACHMENT B:** Federal Assurances, Certifications, and Disclosures**ATTACHMENT C:** Insurance**ATTACHMENT D:** Subrecipient Responsibilities

**CITY OF POR LAVACA
23-160-104-F112**

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 \$300,000.00. 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	\$300,000.00	\$0.00	\$300,000.00
TOTAL	\$300,000.00	\$0.00	\$300,000.00

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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 Katy Sellers	TITLE Principal
APPLICANT ORGANIZATION KSBR, LLC	DATE SUBMITTED 07/07/2025

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

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

(a) 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.

(b) 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.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, KSBR LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Katy Sellers

Signature of Contractor's Authorized Official

Katy Sellers

Printed Name and Title of Contractor's Authorized Official

07/07/25

Date

Disclosure of Lobbying Activities

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

Type of Federal Action: <u> a </u> a. contract <u> </u> b. grant <u> </u> c. cooperative agreement <u> </u> d. loan <u> </u> e. loan guarantee <u> </u> f. loan insurance		Status of Federal Action: <u> a </u> a. bid/offer/application <u> </u> b. initial award <u> </u> c. post-award		Report Type: <u> a </u> a. initial filing <u> </u> b. material change	
Name and Address of Reporting Entity: <u> X </u> Prime <u> </u> Subawardee Tier <u> </u> , if Known: KSBR LLC 430 Church Street Sulphur Springs, TX 75482			If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <div style="text-align: center;">N/A</div>		
Congressional District, if known:			Congressional District, if known:		
Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> <div style="text-align: center;">N/A</div>			b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: <u>Katy Sellers</u> Print Name: <u>Katy Sellers</u> Title: <u>Principal</u> Telephone No.: <u>903-243-0481</u> Date: 07/07/205		
Federal Use Only			Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C. No. Ext): (888) 202-3007 FAX (A/C. No): E-MAIL ADDRESS: contact@hiscox.com INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc NAIC # 10200 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED KSBK LLC 430 Church Street Sulphur Springs, TX 75482	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			P100.939.969.4	03/04/2025	03/04/2026	EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	DAMAGE TO RENTED PREMISES (Ea occurrence)				
	GEN'L AGGREGATE LIMIT APPLIES PER:		MED EXP (Any one person)				
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		PERSONAL & ADV INJURY				
	OTHER:						GENERAL AGGREGATE
							PRODUCTS - COMP/OP AGG
							\$
A	AUTOMOBILE LIABILITY			P100.939.969.4	03/04/2025	03/04/2026	COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person)				
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident)				
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)				
							CGL HNOA Limit (per occurrence)
							\$ 1,000,000
	UMBRELLA LIAB						EACH OCCURRENCE
	EXCESS LIAB						AGGREGATE
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N					E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**City of Port Lavaca, Texas
COMPREHENSIVE PLAN**

SUPPORT SERVICES PROVIDED BY THE CITY

The City of Port Lavaca (hereafter, the City or the Subrecipient) will provide administrative and technical support to assist KSBR, LLC's subcontractor, Baxter & Woodman, Inc. (hereafter, the Consultant), in performing the services described in Exhibit A, *Scope of Services*. The support services provided by the City will include the following tasks:

1. Identify a single individual as the City's Program Administrator, who will serve as the principal point of contact and source of day-to-day program direction.
2. All existing information, data; maps (GIS geodatabase files); aerial imagery; relevant previous reports, plans, and studies; engineering standards, and ordinances; and any information required from third-party sources which is deemed useful for carrying out the work on this project, including the Calhoun County Independent School District (ISD), Calhoun County Appraisal District, Golden Crescent Regional Planning Commission (GCRPC), Victoria Economic Development Corporation (VEDC), and other governmental and quasi-governmental agencies; and which is reasonably accessible to the City, shall be furnished to the Consultant at their request, in the preferred format (digital and/or printed), in a timely manner. The completion of the services to be performed by the Consultant under this Professional Services Agreement is contingent upon the timely receipt of information from the City, at no cost to the Consultant. The Consultant will provide a formal Request for Information (RFI) and a SharePoint link for the City to upload information.
3. Assist the Consultant in organizing and setting-up the Comp Plan Advisory Committee (CPAC) and Technical Advisory Committee (TAC), including sending invitations (a template of which will be provided by the Consultant), scheduling meetings, arranging meeting venues, and sending meetings reminders.
4. In coordination with the Consultant, establish contacts and schedule meetings with departmental officials, Planning Board and individual members, Mayor and City Council members, joint workshops (City Council and Planning Board) and others. Ensure that key City personnel will participate in the planning program as needed, including community open houses and other events.
5. In coordination with the Consultant, send departmental questionnaires to department officials; and deliver responses to the Consultant.
6. The City will provide all audio-visual (AV) equipment for public meetings, as requested by the Consultant, including high-lumen LCD projector, extension cords, screen, and laser pointer.
7. In coordination with the Consultant, establish contacts, schedule and arrange meeting venues, and coordinate all one-on-one meetings (up to 8), small group listening sessions (up to 8), and provide furniture (e.g., tables, chairs, audio-visual equipment as needed); and refreshments and snacks, as appropriate.
8. Provide a light meal and refreshments for the four Neighborhood Outreach Meetings.
9. Conduct all public information activities in conjunction with the project, including press releases and social media posts; advertising the online community survey, community open houses, and any other public events.
10. Work with the City's Webmaster to coordinate links from the City's official website to the project webpage.
11. Review all deliverables produced by the Consultant in a timely manner (within five to seven business days) and provide written comments. The Consultant will immediately respond to the City's comments and within one week will resubmit revised products and deliverables to the City for final review. The Consultant will respond to no more than two rounds of comments from the City (preliminary draft and final draft).
12. Reproduce and forward draft project deliverables submitted by the Consultant to City staff and officials as deemed appropriate. The City will be responsible for internally distributing all project information.
13. Attend all Consultant-initiated meetings and teleconferences related to the project, as identified within Exhibit A, *Scope of Services*; including kick-off teleconference and meeting; capital partnership meetings; meetings with other City departments; joint workshops; and other meetings, as deemed appropriate.
14. Coordinate introductions with the consultants (LJA) preparing the City's *Parks and Recreation Master Plan*, which is currently under development; after which, the Consultant will coordinate correspondence.

15. *Option 1, Storefront.* If developing a project “storefront” is something the City is interested in pursuing, the City will be responsible for identifying optional buildings, negotiating with the building owner for use of the property, including utilities and Internet access, and preparing the building to function as a meeting venue. The Consultant will provide additional building selection criteria and needed.