

STATE OF TEXAS  
COUNTY OF WALLER

**AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND JLL VALUATION & ADVISORY SERVICES, LLC FOR PROPERTY APPRAISALS PURSUANT TO RFP 26-004**

This Agreement for property appraisals (“Agreement”) is entered into on the date of the last signature affixed hereto (“Effective Date”) by and between Waller County, Texas (“County”), a political subdivision of the State of Texas, and JLL Valuation & Advisory Services, LLC (“Contractor”), a Delaware limited liability company, with its principal place of business at 200 E. Randolph Drive, Suite 4300, Chicago, Illinois 60601 (each referred to individually as “Party” and collectively as “Parties”).

WHEREAS, the County was awarded a grant for the Waller County HUD MID Drainage Improvement Program (the “Project”) by the Texas General Land Office (“GLO”) under the United States Department of Housing and Urban Development’s (“HUD”) Community Development Block Grant Mitigation (“CDBG-MIT”) program (the “Grant”);

WHEREAS, the County entered into a grant agreement with the GLO having GLO Contract No. 24-065-015-E172 to implement the Project which requires the construction of a detention pond in or near Brookshire, Texas;

WHEREAS, the County desires to acquire a land parcel in order to continue the Project;

WHEREAS, the acquisition of appraisal services is governed by Texas Government Code Chapter 2254, the Professional Procurement Act;

WHEREAS, the County solicited proposals from qualified providers of professional appraisal services through RFP 26-004, and determined that Contractor was a qualified provider based on demonstrated competence and qualifications to perform the services, and negotiated with Contractor to receive the services for a fair and reasonable price;

WHEREAS, County and Contractor desire to enter into this Agreement to clarify and make explicit the rights, duties, and responsibilities between the Parties;

WHEREAS, the County and Contractor have the intent to comply with all applicable laws relative to the purchase;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

**SECTION 1. AGREEMENT**

1.1 Services to be Performed: The Contractor shall provide appraisal services as designated by the County pursuant to this Agreement. Any appraisal provided pursuant to this Agreement

is to estimate the fair market value of a specified property, as of the specified date of valuation, for the proposed acquisition of the property rights specified (e.g., fee simple, etc.) for a federally assisted project. When used in this agreement, the word “appraisal” means a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information. The appraisal(s) shall meet the requirements of applicable federal, state, and local policies, regulations, and procedures. Contractor represents and warrants that each appraisal will be performed by a State-certified “Certified General Appraiser” or “Certified Residential Appraiser” by the State of Texas, and shall provide the County with proof that certification is current during the Term of this Agreement. Contractor represents and warrants that it, and any appraiser performing work under this Agreement is familiar with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs at 42 USC Sec. 4601-4655 (the “URA”), as well as the Code of Federal Regulations (CFR) provisions that apply to the URA.

- 1.2 Contract Documents: The following documents constitute the “Contract Documents”:
- a. this Agreement;
  - b. the Pricing, attached hereto as Exhibit A; and
  - c. the Federal Terms, attached hereto as Exhibit B.

All of the Documents referred to in this Section 1.2 are incorporated by reference and made a part of this Agreement for all purposes as though each were written word for word in this Agreement.

In interpreting this Agreement and resolving any ambiguities, the Contract Documents shall be given precedence in the following order: 1) the Federal Terms, 2) this Agreement 3) the Proposal.

## **SECTION 2. DESIGNATED REPRESENTATIVES**

- 2.1 County’s Designated Representatives: The County designates the County Grant Manager as the Designated Representative with regard to the services performed under this Agreement.
- 2.2 Contractor’s Designated Representatives: Contractor designates [NAME] as its Designated Representative with regard to the services performed under this Agreement.
- 2.3 Changes to Designated Representatives: Either Party may change its Designated Representative(s) by providing written notice to the other Party.

## **SECTION 3. CONTRACTOR’S OBLIGATIONS**

- 3.1 Appraisal Services: The Contractor shall provide appraisal services to the County for the Waller County HUD MID Drainage Improvement Program funded through a grant from the Texas General Land Office (“GLO”) under the United States Department of Housing and Urban Development’s (“HUD”) Community Development Block Grant Mitigation (“CDBG-MIT”) program.

- 3.2 Requirements: The appraisal(s) shall be made in accordance with this Agreement, and the rules and regulations promulgated under or applicable to the CDBG-MIT Program, and any other applicable laws. The appraisal report(s) shall contain the appraiser's analysis, opinions and conclusions. The appraisal(s) shall be performed according to 49 CFR § 24.103, which is intended to be consistent with the Uniform Standards of Professional Appraisal Practice. The Contractor represents and warrants that it is familiar with 49 CFR § 24.103 and its requirements, and will provide appraisal(s) consistent therewith. All submitted appraisal(s) must be accompanied by a written statement that summarizes the basis for the appraisal. Additional requirements include:
- a. summary format in accordance with federal and state rules for real property acquisition under HUD CDBG-MIT-MOD projects;
  - b. compliance with 49 C.F.R. § 24.2(a)(3) and 49 C.F.R. § 24.103(a)(2)(i);
  - c. inclusion of information concerning property rights (e.g., title information, known and observed encumbrances, property rights to be acquired, etc.), fair market value, contamination assumptions, valuation dates, title information, zoning, present use, and five-year sales history;
  - d. identification of highest and best use with supporting analysis identifying the market-based highest and best use if different from current use;
  - e. provision of adequate photographs, maps, and descriptions of subject property, including its physical characteristics (e.g., sketch of the property and the location and dimensions of any improvements), a description of comparable sales, and location maps of the property and comparable sales;
  - f. disregard for any project-related influence on property value;
  - g. presentation and analysis of relevant market information (Specific requirements for market information should be included in the appropriate agency's appraisal procedural manual and should include research, analysis, and verification of comparable sales. Inspection of the comparable sales should also be specified.)
- 3.3 Inspections: Contractor must perform an inspection of the subject property. The inspection should be appropriate for the appraised property, and any report or appraisal should address 1) the extent of the subject property inspection, including interior and exterior areas, 2) description of the neighborhood and proposed project area, and 3) the level of detail of the physical characteristics of the property being appraised (and the remaining property in the case of partial acquisition).
- 3.4 Improvements: If any buildings, structures, or other improvements exist on land subject to an appraisal, the Contractor shall separately establish the fair market value which said buildings, structures, or other improvements contribute to the fair market value of the real property to be acquired.
- 3.5 Assumptions and Limiting Conditions: Contractor's appraiser(s) shall state all relevant assumptions and limiting conditions.
- 3.6 Certification: The appraisal shall include a certification of the appraiser.

- 3.7 Owner Coordination: Contractor shall afford property owners or their representatives the opportunity to accompany the appraiser during the property inspection. The Contractor shall maintain accurate documentation of all communications and meetings with property owners using County-approved formats.
- 3.8 Record Keeping: Contractor shall keep comprehensive records concerning appraisal(s) performed or requested pursuant to this Agreement for a period of three (3) years beginning on the date of final closeout of the grant with the GLO.
- 3.9 Third Party Appraisal Review: Contractor is required to obtain an independent third-party review of each appraisal provided pursuant to this Agreement. In such an event, the acquisition of the third-party review services must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318-327, and all other applicable federal, state, and local procurement procedures, including Texas Government Code Chapter 2254. Contractor must confirm that a firm chosen for third-party review services is not debarred from receiving state or federal funds with the Texas Comptroller's Vendor Performance Program and the U.S. General Services Administration's System for Award Management. The chosen third-party review firm must enter into an agreement with the County before performing any review services. Contractor shall be responsible for any recapture of grant funds for failure to comply with applicable procurement procedures.
- 3.10 Performance Warranty: Contractor represents that all services performed under this Agreement 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. Contractor represents that all appraisal(s) provided under this Contract shall be completed in a manner consistent with standards in the applicable trade, profession, or industry. If Contractor fails to submit appraisal(s) timely or to perform satisfactorily under conditions required by this Agreement, the County may require Contractor, at its sole expense, to the extent such defect is caused by the negligence of Contractor, to (a) replace all defective appraisal(s); (b) refund any payment received for all defective appraisal(s); and/or (c) take necessary action so that future performance and appraisals conform to the Agreement requirements.
- 3.11 Time for Performance: Contractor shall commence an appraisal of the Primary Parcel, as identified in Exhibit A, following the County's issuance of a Notice to Proceed. If the County decides to proceed with an appraisal of an Alternate Parcel, as identified in Exhibit A, the County will issue a separate Notice to Proceed for each additional appraisal requested. Contractor shall complete the requested property appraisal no later than thirty (30) days from the date the Notice to Proceed is issued.
- 3.12 Ownership and Use of Materials: Contractor shall give the County a compilation in a digital medium of all documents, films, recordings, or reports, if any, that Contractor compiled in connection with its performance of the Agreement. The County owns, and Contractor hereby assigns to GLO, 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 Agreement, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Agreement, with the County and GLO having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the Contractor, subject

to any other restrictions on publication outlined in this Agreement, and without expense or charge.

- 3.13 License: Contractor grants the County and GLO 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.
- 3.14 Texas Products and Materials: Contractor shall comply with Texas Government Code Section 2155.4441 concerning the purchase of products and materials produced in the State of Texas, but only to the extent such compliance is consistent with 2 C.F.R. 200.319.
- 3.15 Conference and Cooperation: Contractor shall confer with the County or the Designated Representative on an as needed basis to ensure the services are performed satisfactorily, and to make any necessary or requested adjustments. Contractor shall cooperate at all times with the County, and other contractors providing services to the county to maintain maximum efficiency.
- 3.16 Necessary and Qualified Staff: Contractor shall provide necessary staff and equipment to perform the services, and shall be responsible for any cost associated with implementing this Agreement. Contractor agrees to employ, maintain, and assign a sufficient number of competent and qualified personnel to provide the services required by this Agreement.
- 3.17 USPAP and URA Compliance: Contractor's appraisal(s) must conform to the Uniform Standards of Professional Appraisal Practice ("USPAP"), the Uniform Relocation and Real Acquisition Policies Act of 1970 ("URA"), and any other applicable rule or regulation promulgated by either GLO or HUD for the CDBG-MIT Program, and the appraiser must certify compliance in the appraisal report at the time the appraisal is produced. In the event the GLO, HUD, or any other state or federal agency with jurisdiction over the County's Grant determines that the appraisal(s) provided by Contractor do not comply with USPAP, URA, or any other applicable rules or regulations, the Contractor shall take whatever action is necessary to remedy the non-compliance, including making required revisions or providing new appraisal(s). The County will not remit payment for any non-compliant appraisal.

#### **SECTION 4. CONTRACT PRICE**

- 4.1 Compensation: In consideration of the services to be performed by the Contractor under the terms of this Agreement, the County shall pay Contractor in accordance with the Exhibit A: Pricing for appraisal(s) performed.
- 4.2 Invoices: Contractor shall submit an invoice to the County for rendered services provided hereunder.
- 4.3 Payment: Payment to Contractor shall not be made until the County determines that the appraisals performed meet the requirements of applicable federal and state laws and regulations. The County agrees to pay Contractor services already performed in the amount identified in Section 4.1 according to the terms and conditions of this Contract. The County will not "prepay" for services that have not yet been rendered. The County shall pay all valid invoices in accordance with Texas Government Code Chapter 2251. The County will

not pay an invoice in full if there is a dispute about the accuracy of the invoice.

- 4.4 Right to Withhold Payment: The County may withhold or nullify the whole or part of any payment to Contractor to such extent as the County deems necessary in the event that:
- a. Work is not performed in accordance with the Contract Documents, and the defective performance is not remedied as required by the County and in the timeframe required by the County;
  - b. The work performed is not to the satisfaction of the County, and the Contractor does not remedy the work performed to the satisfaction of the County; or
  - c. Contractor or its employees, staff, agents, or representatives cause damage to County property.
- 4.5 Right to Setoff: Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other right or remedy the County has or may have, the County may set off or recoup any amount it owes to Contractor against any amount for which the County determines in good faith that Contractor owes the County.

## **SECTION 5. TERM AND TERMINATION**

- 5.1 Agreement Term: This Agreement shall begin on the Effective Date and shall terminate upon closing of the project with the GLO (the “Term”), unless either Party terminates this Agreement earlier in accordance with its terms.
- 5.2 Automatic Termination: This Agreement shall automatically terminate upon complete performance of the terms and conditions of the Agreement by each Party, or otherwise in accordance with its terms.
- 5.3 Termination for Failure to Perform: Either Party may terminate this Agreement if the other Party fails to perform in accordance with the terms of this Agreement, provided that the failure to perform is at no fault of the terminating Party. Contractor shall be responsible for any expenses it incurs after the date of termination.
- 5.4 Termination for Insolvency and Bankruptcy: The County, in its sole discretion, may immediately terminate this Agreement without notice and without the opportunity to cure if Contractor, or any of its parent or subsidiary business entities responsible for providing services under the Agreement become insolvent or files any petition for bankruptcy.
- 5.5 Termination for Cause or Convenience: The County may terminate this Agreement for cause or convenience, and without penalty, by providing at least thirty (30) days prior written notice to the Contractor in accordance with Section 5.6. The notice must state the reasons for such termination. The Agreement will continue in force during the thirty (30) day notice period.
- 5.6 Notice of Termination: The terminating Party shall provide thirty (30) days written notice of termination to the other Party as provided in Section 17.27.
- 5.7 Opportunity to Cure: A Party receiving notice of termination for failure to perform in accordance with the terms of this Agreement shall have the opportunity to cure its failure to perform beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days thereafter. The cure, if made, shall be to the terminating Party’s satisfaction. If no cure is made, the Agreement will terminate on the date specified in the

written termination notice, or if no date is specified, on the thirtieth (30<sup>th</sup>) calendar day after the date of receipt of the notice, unless otherwise agreed by the Parties.

- 5.8 Termination Without Penalty: Contractor shall not be entitled to any damages, whether direct or indirect, should the County choose to exercise its option to terminate.

## **SECTION 6. NO EXCLUSION OR PAYMENT**

- 6.1 No Exclusion or Payment: Contractor understands and agrees that this Agreement does not create an exclusive right for Contractor to provide the services contemplated by this Agreement.

## **SECTION 7. RECORDS AND AUDITS**

- 7.1 Records and Audits: The Comptroller General of the United States, the GLO, the State Auditor's Office, the County, and the Waller County Auditor shall have access to and the right to examine any books, documents, papers, and records of Contractor involving transactions relating to this Agreement that the auditing entity considers relevant to the audit. The County shall give Contractor reasonable advance notice of intended inspections or audits. Contractor shall maintain records necessary for the appropriate governmental entity to complete an audit, and to comply in all respects with any request pursuant to this Section for records and documents for the purpose of performing an audit.
- 7.2 State Auditor: The state auditor may conduct an audit or investigation of Contractor. The acceptance of funds under this Agreement 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 County may unilaterally amend the Agreement 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.

## **SECTION 8. INTERPRETATION**

- 8.1 Interpretation: This Agreement controls over any other document, order form, purchase order, terms, or conditions in regard to the services to be performed hereunder.

## **SECTION 9. SITE INSPECTION AND COORDINATION**

- 9.1 Site Inspection and Coordination: Contractor represents that Contractor is thoroughly acquainted with all matters relating to the performance of this Agreement. All services under this Agreement shall be coordinated under, and performed to the satisfaction of the County or the Designated Representative.

## **SECTION 10. NO DISCLAIMER OF WARRANTIES**

- 10.1 No Disclaimer of Warranties: Contractor shall not disclaim any warranty provided by law. All warranties survive the termination of this Agreement.

## **SECTION 11. PERMITS; COMPLIANCE WITH LAWS AND REGULATIONS.**

- 11.1 Permits; Compliance with Laws and Regulations: Contractor shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal

law for the performance of the services prior to executing this Agreement. Contractor shall perform its obligations pursuant to this Agreement in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the services to be performed.

**SECTION 12. CONFLICTS OF INTEREST**

12.1 Conflicts of Interest: Contractor shall comply with all conflict-of-interest laws and regulations applicable to the Program and Grant. Contractor 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. Contractor represents and warrants that performance under this Agreement will not constitute an actual or potential conflict of interest or reasonably created an appearance of impropriety. Further, Contractor represents and warrants that, in performance under the Agreement, 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. Contractor has disclosed in writing to the County all existing or known potential conflicts of interest relative to the performance of this Agreement. If circumstances change during the course of the Agreement, Contractor shall promptly notify the County.

**SECTION 13. INDEPENDENT CONTRACTOR.**

13.1 Independent Contractor: In performing the services under this Agreement, Contractor and its employees are independent contractors. Contractor shall exercise independent judgment in performing its duties under this Agreement, in cooperation with the County, and is solely responsible for setting working hours, scheduling or prioritizing its work flow, and determining how the work is to be performed. No term or provision of this Agreement or act of the Contractor in the performance of this Agreement shall be construed as making Contractor or its employees an agent, servant, or employee of the County in any capacity or form.

**SECTION 14. INDEMNITY.**

14.1 **INDEMNITY: CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, VENDORS, GRANTEES, AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS “CONTRACTOR” FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, OFFICIALS, DEPARTMENT HEADS, REPRESENTATIVES, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS “COUNTY” FOR PUPOSES OF THIS SECTION) FROM ANY AND ALL THIRD PARTY CLAIMS, DEMANDS, DAMAGES, INJURIES – INCLUDING DEATH – LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY’S FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OUT OF OR RESULTING FROM THE NEGLIGENT OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE COUNTY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE OR MALFEASANCE OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS**

**CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION, OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST COUNTY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, AGREEMENT, OR OTHERWISE.**

**COUNTY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY COUNTY HEREUNDER, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY COUNTY IN WRITING. COUNTY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, COUNTY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY COUNTY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND COUNTY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNTY APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF COUNTY'S WRITTEN NOTICE THAT COUNTY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, COUNTY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY FEES AND COSTS INCURRED BY COUNTY. CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**

**TO THE EXTENT ALLOWED BY LAW, CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY 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 CONTRACTOR PURSUANT TO THIS AGREEMENT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE COUNTY'S AND/OR CONTRACTOR'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE COUNTY BY CONTRACTOR OR OTHERWISE TO WHICH THE COUNTY HAS ACCESS AS A RESULT OF CONTRACTOR'S PERFORMANCE UNDER THE AGREEMENT. CONTRACTOR AND THE COUNTY SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE WALLER COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE ("DAO") WHEN THE COUNTY IS A NAMED DEFENDANT IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE DAO. IN ADDITION, CONTRACTOR WILL REIMBURSE THE COUNTY 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 COUNTY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF CONTRACTOR OR IF THE COUNTY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE COUNTY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE COUNTY'S COUNSEL.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

## **SECTION 15. INSURANCE REQUIREMENTS**

15.1 Insurance Limits and Required Certificates: Contractor shall provide the County with certificates of insurance evidencing compliance with the requirements of this Section. The certificates shall indicate the name of JLL Valuation & Advisory Services, LLC, the name of the insurance company, the policy number, and the term and limits of coverage. The insurance coverage must be with a company authorized to do business in the State of Texas, and shall be of the following types and limits:

- a. Workers Compensation in accordance with the laws of the State of Texas.
- b. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- c. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policy

holder.

- d. Commercial Automobile Liability coverage for non-owned, and hired vehicles, with minimum a combined single limit of \$1,000,000.
  - e. Professional liability insurance with limits of not less than \$1,000,000 per claim and annual aggregate.
- 15.2 Additional Insured: Contractor's insurance policies that cover performance under this Agreement shall include the County as an additional insured.
- 15.3 Certificates of Insurance: Contractor shall provide the County with certificates of such insurance within thirty (30) days of the Effective Date, and the certificates shall indicate insurance coverage as of the Effective Date.
- 15.4 No Decrease in Liability: The County's acceptance of the certificates of insurance shall not relieve or decrease Contractor's liability.
- 15.5 No Cancellation or Modification: Contractor shall not cancel or modify the insurance coverages required by this Agreement until Contractor's insurers provide thirty (30) days prior written notice to the County. In the event a cancellation or modification alters coverages so that any requirement in Section 15 is not met, the County, in its sole discretion, may terminate this Agreement.

## **SECTION 16. TEXAS CERTIFICATIONS**

- 16.1 Antitrust Certification Statement: Pursuant to Texas Government Code Section 2155.005, Contractor certifies that in connection with this Agreement and the submitted Proposal, neither Contractor, nor any of its representatives have 1) violated any provisions of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15, 2) violated any federal antitrust law, or 3) directly or indirectly communicated any of the contents of the submitted Proposal to any of Contractor's competitors, or any other company, corporation, firm, partnership, or individual engaged in the same line of business as Contractor.
- 16.2 No Boycott of Israel: Contractor certifies that it does not boycott Israel, and will not boycott Israel during the term of this Agreement.
- 16.3 No Boycott of Energy Companies: Under Section 2276.002, Texas Government Code, the Contractor certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement.
- 16.4 No Discrimination Against Firearm and Ammunition Industries: Under Section 2274.002, Texas Government Code, the Contractor certifies that it does not discriminate against firearm and ammunition industries
- 16.5 No Compensation from State Agency: Under Section 2155.004, Texas Government Code, the Contractor certifies that the Contractor is not ineligible to receive this Agreement, and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 16.6 Countries Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations: Contractor 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.

- 16.7 Former and Retired State Agency Employees: In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Contractor represents and warrants that none of its employees including, but not limited to, those authorized to provide services under this Agreement, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of this Agreement. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Contractor further represents and warrants that if a former employee of the GLO was employed by Contractor within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Contractor that the employee worked on while employed by the GLO.
- 16.8 Hurricanes Rita and Katrina: 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, Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 16.9 No Involvement in Human Trafficking: Under Section 2155.0061, Texas Government Code, Contractor certifies that it is not ineligible to enter this Agreement, and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

## **SECTION 17. MISCELLANEOUS PROVISIONS**

- 17.1 Recitals: The Recitals are incorporated into this Agreement.
- 17.2 Jurisdiction and Venue: This Agreement is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Agreement shall be in a court of competent jurisdiction in Waller County, Texas. This Agreement is made and is to be performed in Waller County, Texas.
- 17.3 Non-discrimination: Contractor 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.

- 17.4 Child Support Obligations: Under Section 231.006 of the Texas Family Code, the Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement 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. 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.
- 17.5 No Gratuities: Contractor 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 this Agreement.
- 17.6 Non-appropriation: This Agreement is contingent upon the continued availability of lawful appropriations by the Texas Legislature and distribution of those funds by the GLO to the County. Contractor understands that the obligations of the County under this Agreement are subject to the availability of funds. If such funds are not appropriated or become unavailable, the County may terminate this Agreement, and Contractor shall be responsible for all expenses occurring after the date of termination. Further, Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Anticipated orders or other obligations that may arise past the end of the current Waller County fiscal year shall be subject to budget approval. Any contract that extends beyond the current Waller County fiscal year is contingent upon the appropriation of funds from the relevant budget and fiscal year. If for any reason funds are not appropriated to continue the Agreement, said Agreement shall become null and void on the last day of the current appropriation of funds. Contractor shall be responsible for all expenses occurring after the date of termination.
- 17.7 Prohibited Vendors List: Contractor 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.
- 17.8 Accuracy of Information: Contractor represents and warrants that all statements and information prepared and submitted in connection with this Agreement are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Agreement is a material breach of

contract and may void the Agreement or be grounds for its termination.

- 17.9 Suspension and Debarment: Contractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Agreement by any state or federal agency.
- 17.10 Prevention of Trafficking: Pursuant to 22 U.S.C. § 7104(g), the County, GLO, or HUD may terminate this Agreement or take any other remedial action authorized under 22 U.S.C § 7104b(c), without penalty, if the Contractor engages in, or uses labor recruiters, brokers, or other agents who engage in:
- a. severe forms of trafficking in persons,
  - b. the procurement of a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect,
  - c. the use of forced labor in the performance of the grant, contract, or cooperative agreement; or
  - d. acts that directly support or advance trafficking in persons, including the following acts:
    1. destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents.
    2. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
      - A. exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant, contract, or cooperative agreement; or
      - B. the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.
    3. soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment.
    4. charging recruited employees placement or recruitment fees.
    5. Providing or arranging housing that fails to meet the host country housing and safety standards.
- 17.11 Communications with Third Parties: The GLO and the United States and Texas governmental authorities named in Article VII of GLO contract number 24-065-015-E172 may initiate communications with Contractor, and may request access to any books, documents, personnel, papers, and records of a subcontractor which are pertinent to GLO contract number 24-065-015-E172. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as provided in Article VII therein.

- 17.12 Compliance with Other Laws: Contractor must comply with all applicable federal, state, and local laws, statutes, ordinances, regulations, and policies in effect or hereafter established. Contractor is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations affecting its performance under this Agreement. In addition, Contractor represents and warrants that it will comply with all requirements imposed by the County, GLO, HUD, or any other governmental agency with jurisdiction concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Contractor, the more restrictive requirement applies.
- 17.13 Political Polling Prohibition: Contractor 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.
- 17.14 Right of Review: The County or the Designated Representative may review and inspect any and all of the services performed by Contractor under this Agreement. The is granted the right to audit, at the County's election, all of Contractor's records and billings related to the performance of this Agreement as may be reasonably necessary. Contractor agrees to retain such records for a minimum of three (3) years following completion of this Agreement. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Agreement shall be subject to County's rights as may be disclosed by a review under this Section.
- 17.15 No Subcontractors: Contractor shall not subcontract any portion of its duties under this Agreement, unless the County has provided prior written consent. In the event that the County provides written consent for a portion of the services to be performed by a subcontractor, the subcontractor must agree to be bound by the terms of this Agreement.
- 17.16 No Waiver: No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. Either Party's failure to require strict performance of any provision of this Agreement does not waive or diminish the that Party's right thereafter to demand strict compliance with that or any other provision. Neither Party's waiver or failure to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further right under this agreement. Neither Party, nor its employees, officers, and officials waive, modify, or alter to any extent any of their defenses, immunities, or remedies.
- 17.17 Force Majeure: Neither Party shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of services resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications, or Internet equipment or service, or other catastrophes, or any other occurrences which are reasonably beyond a Party's control. The Parties are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the Part seeking relief under this provision. The Party seeking relief due to

force majeure is required to promptly notify the other Party in writing, citing the details of the force majeure event and the relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either Party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event.

- 17.18 Severability: If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.
- 17.19 Entire Agreement: This Agreement, together with all of its exhibits, embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this Agreement. The Agreement may not be modified, altered, or amended except by written instrument duly executed by both Parties.
- 17.20 Titles Not Restrictive: The titles assigned to the various sections and paragraphs of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Agreement.
- 17.21 Tax Exempt: The County is tax-exempt, and will not pay a tax from which it is exempt. Tax exempt paperwork may be provided upon written request.
- 17.22 No Arbitration: A dispute arising under this Agreement shall not be subject to arbitration.
- 17.23 Waiver of Subrogation: All liability policies, including Workers' Compensation written on behalf of Contractor, shall contain a waiver of subrogation in favor of County and, with the exception of Professional Liability, members of the Commissioners Court.
- 17.24 No Third-Party Beneficiaries: This Agreement does not inure to the benefit of any third party, except permitted successor or assigns.
- 17.25 Authority to Sign: Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.
- 17.26 Confidentiality: The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Agreement. The County will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. Contractor recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Contractor further agrees that the County may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the

County by Contractor in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

- 17.27 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed received three (3) business days after the notice is placed in the mail with proper postage paid. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:

Waller County Judge  
836 Austin St., Suite 4300  
Hempstead, Texas 77445

To the Contractor:

Attn: W. Cameron Boone, IV  
4200 Westheimer Rd., Suite 1400  
Houston, Texas 77027

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, this Agreement has been entered into as of the last date of signature affixed hereto.

**COUNTY**

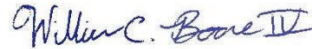
**CONTRACTOR**

**WALLER COUNTY, TEXAS**

**JLL VALUATION & ADVISORY SERVICES, LLC**

a political subdivision of the State of Texas

a Delaware limited liability company



\_\_\_\_\_  
Carbett "Trey" Duhon, III  
County Judge

\_\_\_\_\_  
W. Cameron Boone, IV  
Managing Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST**

**ATTEST**

\_\_\_\_\_  
Debbie Hollan  
County Clerk

\_\_\_\_\_  
  
David R. Dominy  
Executive Managing Director



**RFP 26-004 Appraisal Services  
Exhibit A: Pricing**

Price is to include all expenses. No additional fees will be paid. Provide pricing below for appraisal per parcel. Disclose the portion of cost that represents profit in dollars. Cost-plus methods are prohibited.

<u>Parcel Description</u>	<u>Independent Review Required</u>	<u>Appraisal Price Per Parcel</u>	<u>Profit Disclosure</u>
<b><u>Primary Parcel</u></b>			
Parcel ID 40215 (NW corner of Stella Rd & Stalknecht Rd. (Lat: 29.79534, Lon: -95.94193)	Yes	\$ 3,300	\$330
<b><u>Alternate Parcels (as needed)</u></b>			
Parcel ID 13402 – 1570 Stalknecht Rd (Lat: 29.793133, Lon: -95.938502)	Yes	\$ 5,000	\$500
Parcel ID 13400 – NE from Stalknecht Rd. & 1 <sup>st</sup> St. (Lat: 29.791735, Lon: -95.938492)	Yes	\$ 5,000	\$500
Parcel ID 13401 – 0.12 mi E from Stalknechtd Rd. & 2 <sup>nd</sup> St. (Lat: 29.790209, Lon: -95.937701)	Yes	\$ 3,300	\$330
Parcel ID 244012 – 1132 Stalknecht Rd. (Lat: 29.789650, Lon: -95.938617)	Yes	\$ 5,000	\$500
Parcel ID 13393 – 1042 Stalknecht Rd. (Lat: 29.787664, Lon: -95.938450)	Yes	\$ 6,000	\$600
Parcel ID 13397 – 0.24 mi E of Stalknecht Rd. & 1 <sup>st</sup> St. (Lat: 29.791608, Lon: -95.935861)	Yes	\$ 3,300	\$330
Parcel ID 255863 – 0.2 mi E of Stalknecht Rd. & 3 <sup>rd</sup> St. (Lat: 29.789262, Lon: -95.935673)	Yes	\$ 3,300	\$330
Parcel ID 244012 – 0.25 mi E of Stalknecht Rd. & 3 <sup>rd</sup> St. (Lat: 29.789000, Lon: -95.935715)	Yes	\$ 3,300	\$330
Parcel ID 188171 – 32710 McAllister Rd. (Lat: 29.791779, Lon: -95.933170)	Yes	\$ 3,300	\$330

Acknowledgement of Receipt of Addendum(s), if issued by Purchasing, to the Request for Proposal Document.

Addendum No 1 dated (no date on addendum) Received 01/26/26

Addendum No 2 dated (no date on addendum) Received 01/27/26

JLL Valuation & Advisory Services, LLC  
Name of Respondent

William C. Boone IV  
Signature of Authorized Representative

W. Cameron Boone IV, MAI, R/W-AC

Printed Name of Representative

# EXHIBIT B

## Federal Clauses

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal terms as stated below, and any additional terms required by the applicable grant. These terms flow down to all third-party contractors and their subcontracts at every tier that exceed the small purchase threshold as set by the County, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses, and any additional terms required by the applicable grant to be included in each covered transaction at any tier.

1.0 Termination for Cause. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor, and the County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2.0 Termination for Convenience of the County.

County may at any time and for any reason terminate Contractor's services and work at County's convenience upon providing 30-days' advanced written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. In the event of termination for convenience, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by County. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled

to any claim or claim of lien against County for any additional compensation or damages in the event of such termination and payment.

3.0 Changes. The County may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.

4.0 Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-MIT-MOD program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5.0 Personnel.

a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6.0 Assignability. The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided, however, that claims for money by the Contractor from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

7.0 Reports and Information. The Contractor, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8.0 Records and Audits. The Contractor shall ensure when applicable that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9.0 Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the County.

10.0 Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

11.0 Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12.0 Conflicts of Interest.

a. Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the CDBG-MITMOD award between GLO and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG-MIT-MOD award between GLO and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the CDBG-MIT-MOD award between GLO and the County or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG-MIT-MOD award between GLO and the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

13.0 Debarment and Suspension (Executive Orders 12549 and 12689). The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

14.0 Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000). To the extent permitted by federal and state law, during the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

16.0 Section 109 of the Housing and Community Development Act of 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17.0 Section 504 Rehabilitation Act of 1973, as amended. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

18.0 Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded

from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

19.0 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000). The Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Contractor shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediments that would prevent them from complying with the part 24 CFR 75 regulations.

c. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Contractor agrees to include this section 3 clause (the entirety of Section 20, Economic Opportunities for Section 3 Residents and Section 3 Business Concerns) in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 75.

f. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

#### 21.0 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Contractors.

- a. To the extent permitted by federal and state law, the non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- b. Affirmative steps must include:
  - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this section.

22.0 Patent Rights and Inventions. The Contractor shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

Rights to Inventions Made Under a Contract or Agreement - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Subrecipient wishes to enter

into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (f), Rights to Inventions).

23.0 Energy Efficiency. The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). (2 CFR 200 Appendix II (h)).

24.0 Access to Records. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office, and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the CDBG-MIT-MOD award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County’s CDBGMIT-MOD contract with GLO. This right also includes timely and reasonable access to Contractor’s personnel for the purpose of interview and discussion related to such documents.

25.0 Retention of Records. Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award must be retained for a period of three years from the date of submission of the final expenditure report, or for federal awards that are renewed quarterly or annually, from the date of submission of the quarterly or annual financial report respectively, as reported to the federal awarding agency or pass-through entity.

If any litigation, claim, or audit is started, before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

The retention period may be extended if the County is notified in writing by the federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

Records for real property and equipment acquired with federal funds must be retained for three years after final disposition.

26.0 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended (if contract is greater than or equal to \$150,000). The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

27.0 Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The Contractor agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include

procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. To the greatest extent practicable and consistent with law, Contractor should purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

28.0 Domestic Preference for Procurements. Contractor understands and agrees that, to the greatest extent practicable and consistent with law, the County has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

For the purposes of this section, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

29.0 Verification No Boycott Israel. As required by Chapter 2270, Government Code, the Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

30.0 Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the Contractor represents and certifies that, at the time of execution of this Agreement neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

