

Honorable Sydney Murphy Polk County Judge 101 Church Street Livingston, Texas 77351

RE: Contractual Agreement for Grant Writing Services for the County to apply to FEMA through Texas Division of Emergency Management (TDEM) for Hazard Mitigation Grant Program (HMGP) DR 4485 funds for mitigation projects.

Dear Judge Murphy,

Insofar as Langford Community Management Services (LCMS) was selected by the County to write its grant application to FEMA through the Texas Department of Emergency Management (TDEM), 1 am pleased to submit this contractual document to Polk County.

# Scope of Services #1

Langford Community Management Services will write the application in accordance with the HMGP guidelines, in cooperation with TDEM, and in compliance with all applicable state and federal statutes, terms, and conditions as per the attached list.

This contract for service shall include, as a minimum, the following:

- 1. Assistance to the County with documentation by working with the County and the County's project engineer to write the scope of work, establish a budget and budget narrative, and provide support for the BCA development as required for the application.
- 2. Completing all application checklists.
- 3. Providing required documents to include but not limited to: Application certification form, Grants terms and conditions, flood plain managers form, SF-424 form, Commitment and match letter, Maintenance letter, DSA form, budgeting method letter, EHP review and maps, project FIRMette, google maps with latitudes and longitudes, site photos, and System for Award Management (SAM).pdf,
- 4. Working with the County Floodplain Manager in drafting required documents as needed.
- 5. Presenting all required application documents to the County for signature.
- 6. Compiling and preparing all above-mentioned documents into a comprehensive, complete application to FEMA.

### Method of Payment Scope of Services #1

The amount of \$0.00 (zero dollars) per application will be paid to Langford Community Management Services for performing the above listed <u>Scope of Services #1</u>.

#### Scope of Service #2

Langford Community Management Services (LCMS) will administer the grant funds in accordance with the Hazard Mitigation Grant Project guidelines, in cooperation with TDEM and in compliance with all applicable State and Federal statutes, terms and conditions as per the attached list.

*Recordkeeping* - LCMS will prepare a filing system for the grant, keeping one set of files at the County and another at the LCMS office. This dual set filing system allows for protection of the files and accessibility of files for the County during the project. The preparation of all start-up documentation including direct deposit and signatory forms will also be prepared for signature and then submission to the agency.

*Environmental/Cultural*- With funding, the cost of the environmental and cultural reviews specific to Federal Emergency Management Administration (FEMA), the federal oversight agency for these funds, and TDEM, is incorporated into the cost of administration and as an ongoing process during the course of the project to ensure that any design/construction revisions are within the scope of the Finding of No Significant Impact (FONSI) of the environmental.

Requests for Reimbursements / Financial Management - Vouchers with accompanying documentation and spreadsheets are required by TDEM for the processing of pay requests. LCMS will review the pay requests and prepare the documentation on required TDEM/FEMA forms and submit to the County for signatures. Once signed, the vouchers will be submitted to agency for payment. LCMS will track reimbursement requests and payments for documentation for the files and for payment.

Design Phase / Bid(s) / Construction Compliance - LCMS will oversee through progress meetings, conferences with the County, engineers and/or TDEM to assure all bidding is completed meeting all required agency rules and regulations, as well as all Local, State and Federal laws. LCMS will work with construction companies, engineers, the County and TDEM to comply with all agency requirements for construction. LCMS will also assure compliance with the Excluded Parties list System that shows that any chosen contractor is not currently on the federally excluded (debarred) list. LCMS will assist in the preparation of force account documentation of in-house labor and equipment.

*Quarterly Reporting* - LCMS will prepare and submit all required quarterly reports for the project including any necessary supporting documentation for the report.

*Close-out / Completion* - LCMS will prepare final documentation for County review and approval and submission to TDEM.

#### Method of Payment Scope of Services #2

Insofar as Langford Community Management Services was also selected by the County in the same solicitation as Scope #1 to administer/manage the grant project(s) upon FEMA award, the negotiated fees and corresponding contractual document will be forthcoming upon FEMA award notice.

#### Additional Services

The County and Langford Community Management Services will negotiate a mutually acceptable amendment to this contract for any additional services above the normal day-to-day administration of this grant.

# Special Provisions

Required Contract Provisions with Contracts using Federal Funds, Attachment A.

If you are in agreement with the terms of this contract, please sign below and return the signed copy to me.

Sincerely,

Judy Langford President

Accepted and agreed to the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by:

Signed: Sydney Murph Polk County Judge

#### FEDERAL CERTIFICATIONS ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

### 1. EQUAL EMPLOYMENT OPPORTUNITY

#### During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall

post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause

is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

### 2. DAVIS-BACON ACT

#### <u>Compliance with the Davis-Bacon Act.</u>

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage

determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

# 3. COPELAND ANTI-KICKBACK ACT

### Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

# 4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

### Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a

territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County of Marble Falls shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

### 5. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

#### <u>Clean Air Act</u>

- 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- The contractor agrees to report each violation to the County and understands and agrees that Polk County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### Federal Water Pollution Control Act

- 1. The contractor agrees to comply with all applicablestandards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 etseq.
- The contractor agrees to report each violation to Polk County and understands and agrees that Polk County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### 6. DEBARMENT AND SUSPENSION

#### Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Polk County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid

and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### 7. BYRD ANTI-LOBBYING AMENDMENT

# Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above 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 any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

# 8. PROCUREMENT OF RECOVERED MATERIALS

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - 2. Meeting contract performance requirements; or
  - 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPAdesignated items, is available at EPA's Comprehensive Procurement Guidelines web site, <u>https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program</u>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

ADDITIONAL CONTRACT PROVISIONS

### 1. ACCESS TO RECORDS

<u>Access to Records</u>. The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide Polk County the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, Polk County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

# 2. CHANGES

There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. Amendments agreed to by both parties may modify the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the enditem procured. No charge for extra work or material will be allowed unless approved in writing, in advance, by the County and Contractor.

#### 3. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

# 5. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

# 6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that contractor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Contractors Name: Langford Community Management Services\_\_\_\_\_\_ Address, City, State, and Zip Code: 9017 W. State Hwy 29, Ste 206, Liberty Hill, Tx 78642 \_\_\_\_ Phone Number: 512-452-0432\_\_\_\_\_ Printed Name and Title of Authorized Representative: Judy Langford, President\_\_\_\_\_ Email Address: Judy@lcmsinc.com\_\_\_\_\_ Date: 03-29-2022

Signature of Authorized Representative:

| CONFLICT OF INTEREST QUESTIONNAIRE<br>For vendor doing business with local governmental entity   | FORM CIQ                           |
|--|------------------------------------|
| This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Sossion.  | OFFICE USE ONLY                    |
| This questionnaire is being filed in accordance with Chapter 178, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).   | Dato Roceived                      |
| By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.008(a-1), Local Government Code.  |                                    |
| A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.   |                                    |
| 1 Name of vendor who has a business relationship with local governmental entity,   |                                    |
| 2 Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally tiled questionnaire was incomplete or inaccurate.)   | ss day after the date on which     |
| 3 Name of local government officer about whom the information is being disclosed.  |                                    |
| Name of Olficer  |                                    |
| officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship will Complete subparts A and B for each employment or business relationship described. Attac CIQ as necessary.   A. Is the local government officer or a family member of the officer receiving or other than investment income, from the vendor?   Yes No   B. Is the vendor receiving or likely to receive taxable income, other than investment officer or a family member of the officer AND the taxable local government officer or a family member of the officer AND the taxable local government and the officer or a family member of the officer AND the taxable local governmental entity? | t income, from or at the direction |
| 5 Describe each employment or business relationship that the vendor named in Section 1 n<br>other business entity with respect to which the local government officer serves as an<br>ownership interest of one percent or more.  |                                    |
| 6 Check this box if the vendor has given the local government officer or a family member<br>as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.  |                                    |
|  | 1-2022<br>Date                     |
| Form provided by Texas Ethics Commission www.ethics.state.tx.us  | Revised 11/30/2015                 |

# **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, Langent Comparing Marganet Series 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.

Signature of Contractor's Authorized Official

anaford

Printed Name and Title of Contractor's Authorized Official

03-01-2022

Date

| Disclosure | of L | obbying | Activities |
|------------|------|---------|------------|
|------------|------|---------|------------|

| Type of Federal Action:<br>a. contract<br>b. grant<br>c. cooperative agreement<br>d. loan  | Status of Federal Action:<br>a. bid/offer/application<br>b. initial award<br>c. post-award   |   | Report Type:<br>a. initial filing<br>b. material change             |  |  |
|--|--|---|---|--|--|
| è. Ioan guarantee<br>f. Ioan insurance   |  |   |   |  |  |
| Name and Address of Reporting Entity:<br>Prime Subawardee<br>Tier, if Known:   |  | If Reporting Entity in No. 4 is Subawardee, Enter<br>Name and Address of Prime: |   |  |  |
| Congressional District, if kno   | Congressional District, if known: Congressi  |   | onal District, if known:  |  |  |
| Federal Department/Agency:   | •  |   | ram Name/Description:<br>f applicable:                              |  |  |
| Federal Action Number, if known:   |  | 9. Award Amou   | int, if known:  |  |  |
| 10. a. Name and Address of Lobb<br>(if individual, last name, first name   |  |   | Performing Services (including<br>nt from No. 10a)<br>st name, MI): |  |  |
| 11. Information requested through the authorized by title 31 U.S.C. section 1 disclosure of lobbying activities is a merepresentation of fact upon which reliby the tier above when this transaction entered into. This disclosure is require U.S.C. 1352. This information will be a inspection. Any person who fails to fil disclosure shall be subject to a civil p than \$10,000 and not more than \$100, failure. | 352. This<br>naterial<br>ance was placed<br>n was made or<br>ed pursuant to 31<br>eported to the<br>vailable for public<br>le the required<br>enalty of not less | Title: <u>Pres</u> ide  | idy L'angford<br>At Jowner<br>(512)452-04820ate: <u>03-01-</u> 2022 |  |  |
|  |  | zed for Local Reproduction<br>ard Form - LLL (Rev. 7-97)                        |   |  |  |

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure) (To be completed by awarded vendor)

| CERTIFICATE OF INTE  | RESTED PARTIES  |                            |                                       | FORM 129                         |  |
|--|---|----------------------------|---------------------------------------|----------------------------------|--|
| Complete Nos. 1 - 4 and 6 if the<br>Complete Nos. 1, 2, 3, 5, and 6    | ere are interested parties.<br>If there are no interested parties.                    |                            |                                       | CEUBEONLY                        |  |
| Name of business entity filing form,<br>entity's place of business.    | and the city, state and country of the bu   | siness                     | ,                                     | usfrile                          |  |
| Name of governmental entity or stat<br>which the form is being filed.  | e agency that is a party to the contract (  | lor                        | x+                                    | , IST                            |  |
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|  | City, State, Country  | Natu                       | re of Interes                         | re of Interest (check applicable |  |
| Name of Interested Party   | (place of business)   | Co                         | ntrolling                             | Intermediary                     |  |
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| Check only if there is the interes                                     | ted Party.  |                            |                                       |                                  |  |
| UNSWORN DECLARATION<br>My name is                                      | , and my date   | of binh is                 |                                       | - 7                              |  |
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|  | State of, on the day (  |                            | 20<br>oņth)                           | (year)                           |  |
|  | Signature of authorized   | l agent of o<br>(Declarant |                                       | iness entity                     |  |
| ADI  | D ADDITIONAL PAGES AS NEC   | ESSAR                      | Y                                     |                                  |  |
| n provided by Texas Ethics Commission                                  | www.ethics.state.tx.us  |                            |                                       | Revised 12/22/3                  |  |

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