

**AMENDMENT NO. 2 TO  
GLO CONTRACT NO. 20-065-018-C064**

**THE GENERAL LAND OFFICE** (the "GLO") and **POLK COUNTY** ("Subrecipient"), each a "Party" and collectively "the Parties" to GLO Contract No. 20-065-018-C064 (the "Contract"), desire to amend the Contract.

**WHEREAS**, the Parties desire to revise the Performance Statement, Budget, and Benchmarks for Infrastructure Projects to reflect the addition of local funds to the Project Budget; and

**WHEREAS**, the Parties desire to revise the Revised General Affirmations to reflect updated terms; and

**WHEREAS**, these revisions will result in no additional encumbrance of CDBG-DR funds;

**NOW, THEREFORE**, the Parties hereby agree as follows:

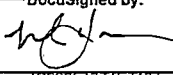
1. **ATTACHMENT A** to the Contract, **Performance Statement, Budget, and Benchmarks for Infrastructure Projects**, is deleted in its entirety and replaced with the **Revised Performance Statement, Budget, and Benchmarks for Infrastructure Projects**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT A-1**.
2. **ATTACHMENT C-1** to the Contract, **Revised General Affirmations**, is deleted in its entirety and replaced with the **Revised General Affirmations**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT C-2**.
3. This Amendment shall be effective upon the date of the last signature.
4. The terms and conditions of the Contract not amended herein shall remain in force and effect.

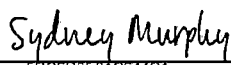
**SIGNATURE PAGE FOLLOWS**






**SIGNATURE PAGE FOR AMEDMENT NO. 2 TO  
GLO CONTRACT No. 20-065-018-C064**

**GENERAL LAND OFFICE**

**POLK COUNTY**

DocuSigned by:  
  
7C299F4374E7497...  
Mark A. Havens, Chief Clerk/  
Deputy Land Commissioner  
Date of execution: 4/12/2022

DocuSigned by:  
  
50C8D8E81C644D1...  
Name: Sydney Murphy  
Title: Polk county Judge  
Date of execution: 4/11/2022

- OGC 
- PM 
- SDD 
- DGC 
- GC 

**ATTACHED TO THIS AMENDMENT:**

**ATTACHMENT A-1** Revised Performance Statement, Budget, and Benchmarks for Infrastructure Projects

**ATTACHMENT C-2** Revised General Affirmations

**POLK COUNTY**  
**20-065-018-C064**

**PERFORMANCE STATEMENT**

Hurricane Harvey overwhelmed the street and drainage system Polk County (Subrecipient). Heavy rainfall caused flooding of homes and streets. Undersized culverts throughout the county prohibited stormwater from draining effectively. This inundated streets and threatened public health, safety, and welfare. Subrecipient will conduct street Infrastructure improvements to facilitate proper stormwater conveyance and provide continued ingress/egress to the area.

Subrecipient shall perform the Activities identified herein for the target area specified in its approved Texas Community Development Block Grant Disaster Recovery Supplemental Grant Application to aid areas impacted by Hurricane Harvey. The persons to benefit from the Activities described herein must receive the prescribed service or benefit, and all eligibility requirements must be met to fulfill contractual obligations.

The grant total is \$995,241.00. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record of the GLO's Community Development and Revitalization division (GLO-CDR).

Street Improvements

Subrecipient shall repair and reconstruct the driving surface, sub-grade, and road base by pulverizing, stabilizing subgrade, and applying asphalt, to several streets with incidental repairs to roadside ditches located county-wide and complete all associated appurtenances. Construction shall take place at the locations identified in the table below.

| Street Improvements   | Location<br>Approximate Lat/Long   | Proposed<br>HUD<br>Performance<br>Measures | Census<br>Tract | Block Group |
|---|--|--|-----------------|-------------|
| River Road  | Intersection with Devil's<br>Pass Road then 900 LF East<br>30.549297, -94.869558 | 900 LF                                     | 2101.01         | 1           |
| These Activities shall benefit forty-three (43) persons. Of these persons, thirty-two (32), or seventy-four and forty-two hundredths percent (74.42%), are of low to moderate income. |  |  |                 |             |
| Taylor Lake Road  | East Taylor Lake Circle then<br>2,890 LF East<br>30.526144, -94.842211           | 2,890 LF                                   | 2101.01         | 1           |
| These Activities shall benefit twenty-five (25) persons. Of these persons, twenty-one (21), or eighty-four percent (84.00%), are of low to moderate income.                           |  |  |                 |             |

### BUDGET

| HUD Activity Type                      | Grant Award  | Other Funds             | Total          |
|--|--------------|-------------------------|----------------|
| Construction/Reconstruction of Streets | \$995,241.00 | \$9,980.72              | \$1,005,221.72 |
| <b>TOTAL</b>                           | \$995,241.00 | \$9,980.72 <sup>1</sup> | \$1,005,221.72 |

<sup>1</sup> POLK COUNTY GENERAL FUND TO BE CONTRIBUTED TO ENVIRONMENTAL COSTS

### MILESTONES

| Milestones  | Not-To-Exceed Draw Percentages |                   |                            |                             |                     |                   |
|---|--------------------------------|-------------------|----------------------------|-----------------------------|---------------------|-------------------|
|   | Construction Funds             | Engineering Funds | Grant Administration Funds | Special Environmental Funds | Environmental Funds | Acquisition Funds |
| Project Kick-Off Meeting and Start-up Documentation |                                |                   | 15%                        |                             |                     |                   |
| Engineering Contract Executed                       |                                | 30%               |                            |                             |                     |                   |
| Environmental Contract Executed                     |                                |                   | 30%                        |                             |                     |                   |
| 100% Design Approval                                |                                | 60%               |                            |                             |                     |                   |
| Special Environmental Report Approval               |                                |                   |                            | 100%                        |                     |                   |
| Authority to Use Grant Funds                        |                                |                   | 50%                        |                             | 100%                |                   |
| Acquisition Start                                   |                                |                   |                            |                             |                     | 100%              |
| Bid Advertisement                                   |                                | 70%               | 60%                        |                             |                     |                   |
| Construction Notice to Proceed                      | 85%                            | 85%               | 85%                        |                             |                     |                   |
| As-Built Plans/ COCC/FCWR                           | 100%                           | 100%              | 95%                        |                             |                     |                   |
| Grant Completion Report Approval                    |                                |                   | 100%                       |                             |                     |                   |

**GENERAL AFFIRMATIONS**

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.\*
2. Subrecipient shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.\*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.\*
6. If the Contract is for a "cloud computing service" as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Subrecipient represents and warrants that it complies with the requirements of the state risk and authorization management program and Subrecipient agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Subrecipient to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Subrecipient certifies that it will comply with the security controls required under this Contract and will

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

9. Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
10. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.
11. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.
12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.\*
13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**
14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**
  - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date

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

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

17. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
19. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
20. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.\*
21. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.\*
22. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.\*
23. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.

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24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.\*
25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.\*
26. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET

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OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.\*

27. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.\*
29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.
30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the

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same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.\*

31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
32. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
34. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
35. The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information

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and forward a copy of said written requests to [PIALegal@glo.texas.gov](mailto:PIALegal@glo.texas.gov). If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <http://glo.texas.gov>.
37. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.\*
39. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2274.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.\*
41. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.\*
42. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.\*
43. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning

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

of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.\*

44. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.\*
45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.\*
46. If subject to 2 CFR 200.216, Subrecipient shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.
47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Subrecipient uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

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

**Certificate Of Completion**

Envelope Id: 9B96792C081C4694AC7E9BA35C04CC32  
Subject: \$0 Amendment No. 2: 20-065-018-C064 - Polk County (Texas GLO)  
Source Envelope:  
Document Pages: 45 Signatures: 2  
Certificate Pages: 6 Initials: 5  
AutoNav: Enabled  
EnvelopeId Stamping: Enabled  
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:  
Adrianna Segura  
1700 Congress Ave  
Austin, TX 78701  
adrianna.segura@glo.texas.gov  
IP Address: 165.225.34.61

**Record Tracking**

Status: Original  
4/6/2022 8:25:33 AM

Holder: Adrianna Segura  
adrianna.segura@glo.texas.gov

Location: DocuSign

**Signer Events**

Ginger Mills  
ginger.mills@glo.texas.gov  
Attorney  
Texas General Land Office, Office of General Counsel  
Security Level: Email, Account Authentication (None)

**Signature**



Signature Adoption: Pre-selected Style  
Signed by link sent to ginger.mills@glo.texas.gov  
Using IP Address: 165.225.34.60

**Timestamp**

Sent: 4/6/2022 12:08:57 PM  
Viewed: 4/6/2022 2:06:49 PM  
Signed: 4/6/2022 2:08:25 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Patrick Burks  
patrick.burks.glo@recovery.texas.gov  
Grant Manager  
Texas General Land Office  
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
Signed by link sent to patrick.burks.glo@recovery.texas.gov  
Using IP Address: 165.225.34.49

Sent: 4/6/2022 2:08:30 PM  
Viewed: 4/6/2022 2:15:47 PM  
Signed: 4/6/2022 2:16:43 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Heather Lagrone  
heather.lagrone.glo@recovery.texas.gov  
Texas General Land Office  
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
Signed by link sent to heather.lagrone.glo@recovery.texas.gov  
Using IP Address: 165.225.34.64

Sent: 4/6/2022 2:16:59 PM  
Viewed: 4/7/2022 12:23:33 PM  
Signed: 4/7/2022 12:23:54 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Marc Barenblat  
marc.barenblat@glo.texas.gov  
Deputy General Counsel  
Texas General Land Office  
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
Signed by link sent to marc.barenblat@glo.texas.gov  
Using IP Address: 165.225.34.69

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Viewed: 4/7/2022 1:52:09 PM  
Signed: 4/7/2022 1:52:42 PM

**Signer Events**

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Jeff Gordon  
jeff.gordon@glo.texas.gov  
General Counsel  
Texas General Land Office  
Security Level: Email, Account Authentication  
(None)

**Signature**



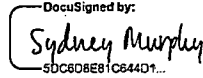
Signature Adoption: Pre-selected Style  
Signed by link sent to jeff.gordon@glo.texas.gov  
Using IP Address: 136.226.50.105

**Timestamp**

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Viewed: 4/8/2022 7:14:21 AM  
Signed: 4/8/2022 7:14:34 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Sydney Murphy  
county.judge@co.polk.tx.us  
Polk County Judge  
Security Level: Email, Account Authentication  
(None)

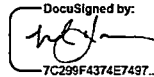


Signature Adoption: Pre-selected Style  
Signed by link sent to county.judge@co.polk.tx.us  
Using IP Address: 8.2.209.33

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Viewed: 4/11/2022 1:23:15 PM  
Signed: 4/11/2022 1:25:33 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Mark A. Havens  
Mark.Havens@GLO.TEXAS.GOV  
Chief Clerk and Deputy Land Commissioner  
Texas General Land Office  
Security Level: Email, Account Authentication  
(None)



Signature Adoption: Drawn on Device  
Signed by link sent to  
Mark.Havens@GLO.TEXAS.GOV  
Using IP Address: 162.193.135.244

Sent: 4/11/2022 1:25:37 PM  
Viewed: 4/12/2022 6:16:50 PM  
Signed: 4/12/2022 6:16:59 PM

**Electronic Record and Signature Disclosure:**  
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**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

BSO Team  
bsorequests@recovery.texas.gov  
Texas General Land Office  
Security Level: Email, Account Authentication  
(None)



Sent: 4/6/2022 8:41:27 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Carbon Copy Events**

Joseph Cardona  
joseph.cardona@glo.texas.gov  
Team Lead/Contract Manager  
Texas General Land Office  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
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**Status**

**COPIED**

**Timestamp**

Sent: 4/6/2022 8:41:27 AM  
Resent: 4/6/2022 12:08:56 PM

Drafting Requests  
draftingrequests@GLO.TEXAS.GOV  
Texas General Land Office  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
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Sent: 4/6/2022 8:41:27 AM

Kelly McBride  
kelly.mcbride@glo.texas.gov  
Director of CMD  
Texas General Land Office  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
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Sent: 4/6/2022 8:41:27 AM

Adrianna Segura  
adrianna.segura@glo.texas.gov  
Texas General Land Office  
Security Level: Email, Account Authentication  
(None)  
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Sent: 4/6/2022 8:41:28 AM  
Resent: 4/12/2022 6:18:01 PM

Robert Sonnier  
Bob.Sonnier@glo.texas.gov  
Purchaser  
Texas General Land Office  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
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Sent: 4/6/2022 8:41:28 AM

Matthew Anderson  
matthew.anderson.glo@recovery.texas.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
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Sent: 4/6/2022 2:08:30 PM

Accounting Team  
DR.SystemAccess@glo.texas.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
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Sent: 4/6/2022 2:08:30 PM



**Carbon Copy Events**

**Status**

**Timestamp**

Esmeralda Sanchez  
Esmeralda.Sanchez.glo@recovery.texas.gov  
Manager  
Texas General Land Office  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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Sent: 4/6/2022 2:08:31 PM

Trey Bahm  
Trey.Bahm.GLO@recovery.TEXAS.GOV  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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Sent: 4/6/2022 2:16:53 PM

Colin Nickells  
Colin.Nickells.GLO@recovery.TEXAS.GOV  
Security Level: Email, Account Authentication (None)  
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Sent: 4/6/2022 2:16:54 PM

Diane Hill-Smith  
diane.hill-smith.glo@recovery.texas.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
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Sent: 4/6/2022 2:17:00 PM

Benjamin Parry  
benjamin.parry.glo@recovery.texas.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
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Sent: 4/8/2022 7:14:44 AM

Susan Stover  
susan.stover@sbcglobal.net  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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Sent: 4/8/2022 7:14:51 AM  
Viewed: 4/8/2022 7:53:23 AM

Katie Lawrence  
Katie.Lawrence@glo.texas.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
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Sent: 4/12/2022 6:17:09 PM

HUB  
HUB@glo.texas.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
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Sent: 4/12/2022 6:17:09 PM

## Carbon Copy Events

Martin Rivera Jr  
martin.rivera.glo@recovery.texas.gov  
Deputy Director,M&Q  
Texas General Land Office  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
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Pamela Mathews  
pamela.mathews.glo@recovery.texas.gov  
Program Integration Director  
Texas General Land Office  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Ryne Zmolik  
ryne.zmolik.glo@recovery.texas.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
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Denise Hall  
denise.hall.glo@recovery.texas.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Michelle Esper-Martin  
michelle.espermartin.glo@recovery.texas.gov  
Management Analyst  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Tanya Masike  
tanya.masike.glo@recovery.texas.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Jeana Bores  
jeana.bores.glo@recovery.texas.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Caley Carmichael  
caley.carmichael.glo@recovery.texas.gov  
Grant Manager  
Texas General Land Office  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
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## Status

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## Timestamp

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Sent: 4/12/2022 6:17:22 PM

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Viewed: 4/13/2022 8:02:27 AM

Sent: 4/12/2022 6:17:47 PM

**Carbon Copy Events**

Suzanne Nelson  
suzanne.nelson.glo@recovery.texas.gov  
Texas General Land Office  
Security Level: Email, Account Authentication  
(None)

**Status****COPIED****Timestamp**

Sent: 4/12/2022 6:17:54 PM

**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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|---------------------|------------------|----------------------|
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| Certified Delivered | Security Checked | 4/12/2022 6:16:50 PM |
| Signing Complete    | Security Checked | 4/12/2022 6:16:59 PM |
| Completed           | Security Checked | 4/12/2022 6:17:54 PM |

**Payment Events****Status****Timestamps**