



**CITY COUNCIL REGULAR MEETING
MONDAY, JANUARY 6, 2025, 5:30 PM
COUNCIL CHAMBERS, CITY HALL
910 S. FRIENDSWOOD DR, FRIENDSWOOD, TEXAS 77546**

AGENDA

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

United States Pledge and State of Texas Pledge.

4. COUNCIL COMMENTS AND REPORTS

Notice is hereby given in accordance with Section 551.0415 of the Texas Government Code, the City Council of the City of Friendswood may receive reports about items of community interest from City staff and/or a member of the City Council, but no action or possible action shall be taken or discussed concerning the subject of such report.

5. PUBLIC COMMENT

In order to comply with the provisions of the Texas Open Meetings Act, the City Council may not deliberate any item not listed on the agenda, as such, the City Council will listen to public comment and may (i) refer the item to City Management for further action or (ii) direct staff for the placement of said item on a future agenda. During public comment, the public shall comply with the Council's rules of decorum.

6. COMMITTEES OR SPECIAL REPORTS

A. Receive the Friendswood Historical Society Annual Report.

7. WORK SESSION TOPICS

A. Receive and discuss the Community Development Department's Quarterly Update.

B. Receive and discuss the Engineering Department's Drainage Update.

C. Receive and discuss the City of Friendswood Parks and Trails Master Plan.

D. Discuss an ordinance amending "Chapter 2 "Administration," Article II "Boards, Committees and Commissions" of the Friendswood City Code to add a new section to be numbered and entitled Section 2-25 "Appeals" to afford certain decisions of non-advisory boards, commissions, and/or committees, to be appealed to the City Council; and amending related sections of the Friendswood City Code to direct appeals to the City Council.

8. CITY MANAGER'S REPORT

A. Present an update regarding Employee Service Awards.

B. Recognize EMS Captain Stacy Kohn for completing the Texas Certified Public Manager Program (CPN).

C. Recognize Municipal Court Deputy Director Jennifer Hale for completing the inaugural

class of the Houston-Galveston Area Council (H-GAC) and Professional Development Academy's Professional Development Academy.

- D. Recognize Assistant City Manager/City Secretary Lettie Brysch for her participation as a guest speaker/presenter at the 36th Annual Secretary of State Election Law Seminar for Cities, Schools and Other Political Subdivisions on the topics of Ordering, Providing Notice of, and Cancelling an Election as well as Preparing Candidate Packets and Practical Considerations.

9. BUSINESS ITEMS

- A. Consider approving the first renewal of the City's Official City Newspaper Contract with Wood Land Publishing, Inc., d/b/a Reporter News.

10. PROPOSED ORDINANCES & RESOLUTIONS

- A. Consider an ordinance ordering the City of Friendswood General Election to be held on May 3, 2025, for the purpose of electing Councilmembers for Position Nos. 4 and 6.
- B. Consider an ordinance amending the City's General Budget for Fiscal Year 2023-2024 by approving "Budget Amendment XIII" and providing for supplemental appropriation and/or transfer of certain funds.
- C. Consider an ordinance amending the City's General Budget for Fiscal Year 2024-2025 by approving "Budget Amendment IV" and providing for supplemental appropriation and/or transfer of certain funds.
- D. Consider a resolution committing local funds for the Community Development Block Grant (CDBG) Annalea Neighborhood Improvements Project and the CDBG Ground Storage Tank at Groundwater Plant 4 Project under Contract No. 24-065-030-E485.

11. CONSENT AGENDA

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

- A. Consider a resolution delegating the City Council's authority to select alternate delivery methods for public works projects to the City Manager.
- B. Consider approving an Election Services Contract with Galveston County, Texas, for the City's General Election to be held on May 3, 2025.
- C. Consider authorizing the City Manager to negotiate and execute a Joint Election Agreement with Harris County for the City's General Election to be held on May 3, 2025.
- D. Consider authorizing a Professional Services Agreement for a Master Drainage Plan with Halff and Associates, Inc.
- E. Consider authorizing a Professional Services Agreement with WSB for implementation services related to the Annalea Neighborhood Infrastructure Project, funded by the Texas General Land Office through the Texas CDBG-MIT Regional Mitigation Program's Method of Distribution Development (CDBG MIT-MOD) Program.
- F. Consider authorizing a Professional Services Agreement for a Program Manager for the Master Drainage Plan with Gauge Engineering, LLC.
- G. Consider authorizing an agreement with Cracon, Inc., for the Utility Relocates at Clear Creek Utility Bridge Project.
- H. Consider authorizing an interlocal cooperation contract with Texas State University for specified governmental functions and services.
- I. Consider approving education experience with student affiliation agreements with RC

Health Services, Clear Lake EMS Programs and School of EMS for the City to provide clinical emergency medical services instruction.

- J. Consider appointing Jeff Smith as an alternate member to the Construction Board and Adjustment and Appeals for a two-year term beginning immediately, and expiring on June 30, 2027.
- K. Consider approving the ad valorem tax report for November 2024.
- L. Consider approving the minutes of the City Council Regular Meeting held on December 2, 2024.

12. EXECUTIVE SESSION

- A. Recess and convene into an executive session pursuant to Sections 551.071 and 551.072 of the Texas Government Code and Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas, to seek the advice of the City's attorney(s) regarding (i) legal issues related to property for public transportation/infrastructure needs, (ii) the possible purchase, exchange, lease or value of real estate related to such matters, and (iii) pending or contemplated litigation regarding the same.
- B. Recess and convene into an executive session pursuant to Section 551.074 of the Texas Government Code to deliberate the annual performance of the City Attorney.

13. DISCUSSION AND POSSIBLE ACTION

- A. Consider taking appropriate action regarding the City Attorney's annual performance evaluation.

14. ADJOURNMENT

PUBLIC NOTICE IS GIVEN THAT IN ADDITION TO ANY EXECUTIVE SESSION LISTED ABOVE, THE CITY COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE SECTIONS 551.071 - 551.090 TO DISCUSS ANY MATTERS LISTED ABOVE.

THE CITY OF FRIENDSWOOD IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE ACCOMMODATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED UPON REQUEST. PLEASE CONTACT THE CITY SECRETARY'S OFFICE BY PHONE AT (281) 996-3270, FAX (281) 482-1634, OR CONTACT (281) 996-3270 VIA RELAY TEXAS AT 711 OR 1-800-735-2988 FOR TTY SERVICES. FOR MORE INFORMATION CONCERNING RELAY TEXAS, PLEASE VISIT: [HTTP://RELAYTEXAS.COM](http://RELAYTEXAS.COM).



Leticia Brysch, City Secretary

Posted in compliance with the Open Meetings Act on this the 3rd day of January 2025, at 2:00 p.m.



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: January 6, 2025

Date submitted: 12/02/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Receive the Friendswood Historical Society Annual Report.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Pursuant to the contract with the Friendswood Historical Society (the "Society") for the maintenance and preservation of historical sites in the City, the Society is required to make an annual report to the City Council outlining the extent of its efforts in the following areas:

1. maintenance of historical grounds, buildings and markers within the city limits;
2. collection and maintenance of pertinent information regarding the history and heritage of the community of Friendswood;
3. dissemination of information regarding historical facts, findings, and heritage of the community of Friendswood; and
4. the annual event held to celebrate the history and heritage of the community of Friendswood.

Mr. Dave Smith will be in attendance at this meeting to present the annual report that is attached to the item for your review.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. FHS Annual Report 2024-25

2024-25 Friendswood Historical Society Annual Report

Our museums: The Brown Museum on Skyview and The Perry House on Spreading Oaks are open to the public the first Saturday of each month from 10 AM to 2 PM. Special tours are available by appointment. This schedule is coordinated with the Friendswood High School Museum at the old junior high school site. We want to give a special thanks to our docents who provide the backdrop for people that visit the museums, we have over 25 volunteers who have gone through the training required to host the museums.

This year the society held our traditional ice cream social at the new “Scoop Shop” at the corner of Friendswood Drive and Castlewood. We were pleased to collaborate with City Departments this year to showcase City Services in addition to our Friendswood Heritage. The event was again sponsored by Friends of Downtown Friendswood Association, the Friendswood High School Art Club, Keep Friendswood Beautiful and the Society. We hosted over 400 people who enjoyed the traditional fellowship and the Scoop Shop unique flavors.

The Historical Society also held its annual Christmas tree lighting at the Brown Museum. This year the children from Friends Church provided traditional carols, the Heritage Gardeners provided traditional gingerbread, and we served Wassail and hot chocolate. The crowd was again entertained by the “Friendswinds” a delightful musical ensemble. Santa stole the show listening to wishes and handing out sweet treats.

At the beginning of the year, we did a physical assessment of the facilities. Some of the projects tackled this year included: rotted wood repairs on the Brown Museum, floor repairs in the Barber Shop, the construction of a cover area for the horse drawn cart and the long-anticipated wallpaper repair in the Perry House. Surprise repairs included replacing the HVAC system at the Brown Museum. Thanks to our fund-raising committee, Chaired by Sally Branson, we were able to raise enough money to cover that repair through a “Lifetime Membership” drive. Future repairs will include electrical work, deck repairs, and roof replacements.

The Perry House “adopt a bed” program is still on going. Folks interested in that project are welcome to contact the Society, as we are always looking for new participants.

The beautiful wood carving that depicts the Quaker way of life was install on a concrete slab on the property between the Perry House and the Quaker Church. Thanks to numerous sponsors and many hours of volunteer work, the structure has flower beds and a sitting area. The carving comes from large oak trees that were lost to downtown development and utility right of way clean up.

The Society once again hosted the “Histoween” event at the Perry House and Friends Church Cemetery. In addition to other, this year we featured the Camp family as one of the historical figures who have contributed so much to our Friendswood Heritage.

As an all-volunteer organization, we strive to keep the heritage of our community in the hearts and minds of the Friendswood Community. We thank the City for its continued support, without which we would not be able to continue our work.

Friendswood Historical Society Board of Directors, Dave Smith President

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: January 6, 2025

Date submitted: 12/03/2024

Prepared by: Karen Horner, City Attorney

Subject: Receive and discuss the Community Development Department's Quarterly Update.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Director of the Community Development Department will provide a quarterly report regarding permits, inspections, GIS, and Code Enforcement divisions as well as Planning and Zoning Commission and Zoning Board of Adjustment activities.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. CDD Update Jan 2025

Community Development

Community Development - Inspections

- **Brian Rouane – Building Official**
 - Commercial Electrical Inspector Certification
- **Robert Cantu – Inspector**
 - Residential Electrical Inspector Certification



Community Development

In process...

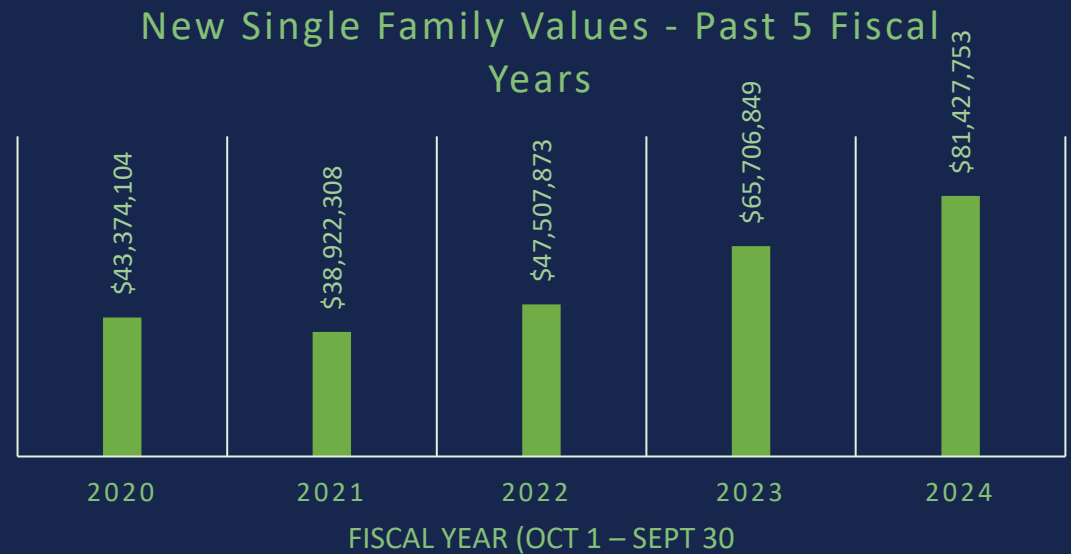
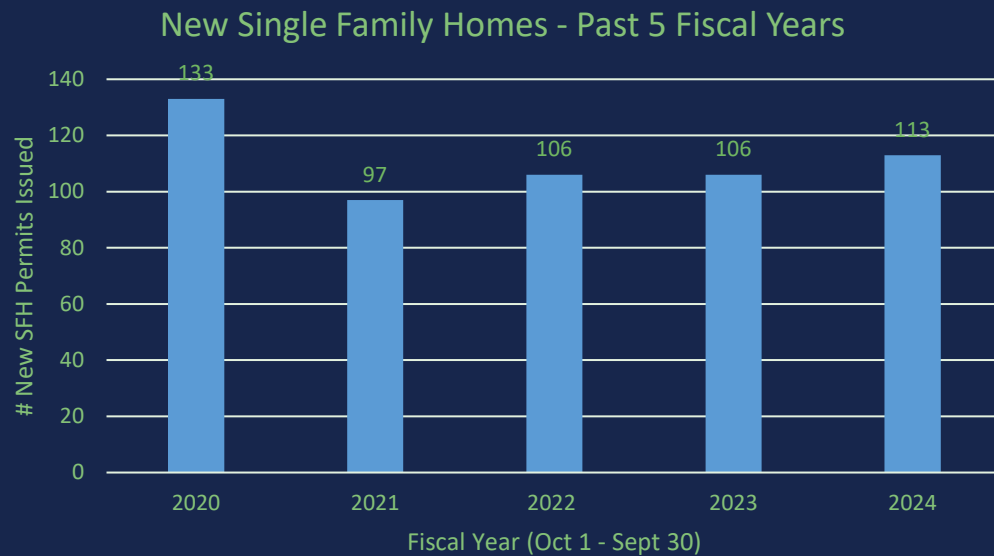
- Reviewing permit fees
- Building and Fire Code update planned for early 2025
- Reviewing workflows and permit types in City Works (permit software) and DigEPlan (electronic plan review software)
- Updated monthly report to include more categories



Department Training Day
May 2024

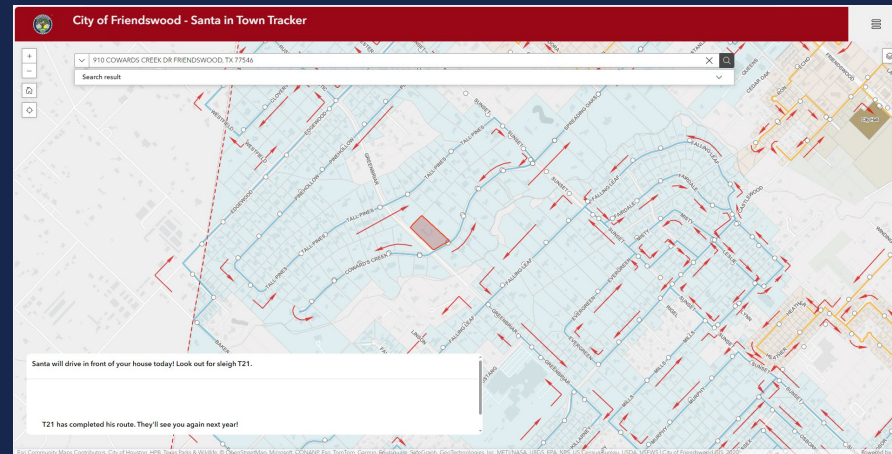


Community Development - Permits



Community Development - GIS

- Assisted Friendswood Volunteer Fire Department with Santa tracker app
- Added floor plan for Clear Brook High School into GIS for first responders
- Completed mapping easements project with City Secretary's Office



Community Development – New Development

[Story Map](#)

- Map with details of new developments going on throughout the City
- Updated monthly
- Available on the city web site



Castle Biosciences



Hardball Academy



Planning & Zoning Commission

September – December 2024

- 7 Meetings
- 2 site plans
- 10 plats (5 preliminary; 4 final; 1 replat)
- 2 plat extensions
- 1 recommendation to vacate an easement
- Brian Bounds and Marsha Conrad attended the APA Texas Conference in Oct.
- Annual retreat – December 5th



Richard Sasson – P&Z Commissioner



2016 - 2024



Planning & Zoning Commission

Council Workshop Items

- Overhead vs. Underground Power Lines – FDEDC working on this for Downtown
- ✓ Mobile Food and Other Vendors – completed February 2024

Planning Subcommittee

- ✚ Comprehensive Plan – 70% complete – obtaining department input and updating related master plans list
- ✓ Review of Parking Regulations – completed

Ordinance Subcommittee

- Zoning Ordinance rewrite – in process
- ✓ Official Zoning Map update – September 2024
- ✓ Adopt formal process for updating the Future Land Use Map – not necessary after further review
- Review ordinance for special events and outdoor sales – in process



Planning & Zoning Commission

General P&Z Topics/Training

Capital Improvement Advisory Committee

- ✓ Receive update from Engineering – September 2024

Training Sessions

- ✓ General City Information – completed January 2024
- ✓ Subdivision Ordinance overview – completed May 2024
- ✓ Zoning Ordinance overview – scheduled for November 2024

Upload documents to Web site

- ✓ Commissioner Guidebooks are online

American Planning Association Texas Chapter Annual Conference

- ✓ October



**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: January 6, 2025

Date submitted: 12/03/2024

Prepared by: Karen Horner, City Attorney

Subject: Receive and discuss the Engineering Department's Drainage Update.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Engineering Department will present an update on the City's ongoing and upcoming drainage initiatives, focusing on key projects aimed at mitigating flood risks and improving stormwater management. The update will include progress on significant projects and their next steps.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

- 1. January 2025 Drainage Update FINAL

CITY OF FRIENDSWOOD

January 2025 Drainage Update
Marua Blackburn – Graduate Engineer



Clear Creek Utility Rack Relocation

Community Development Block Grant – Disaster Recovery from Hurricane Harvey

Location

Polly Ranch Subdivision [Dave Brown Memorial Park]/ Terra Bella Subdivision (Across Clear Creek South of Blackhawk Wastewater Treatment Plant)

Completed Activities

Bids have been received and evaluated

Ongoing/Upcoming Activities

Begin construction February 2025

Contract award at tonight's meeting



Deepwood Flood Control Project

Community Development Block Grant – Disaster Recovery from Hurricane Harvey

Location: Deepwood Drive along Clear Creek (Galveston County)

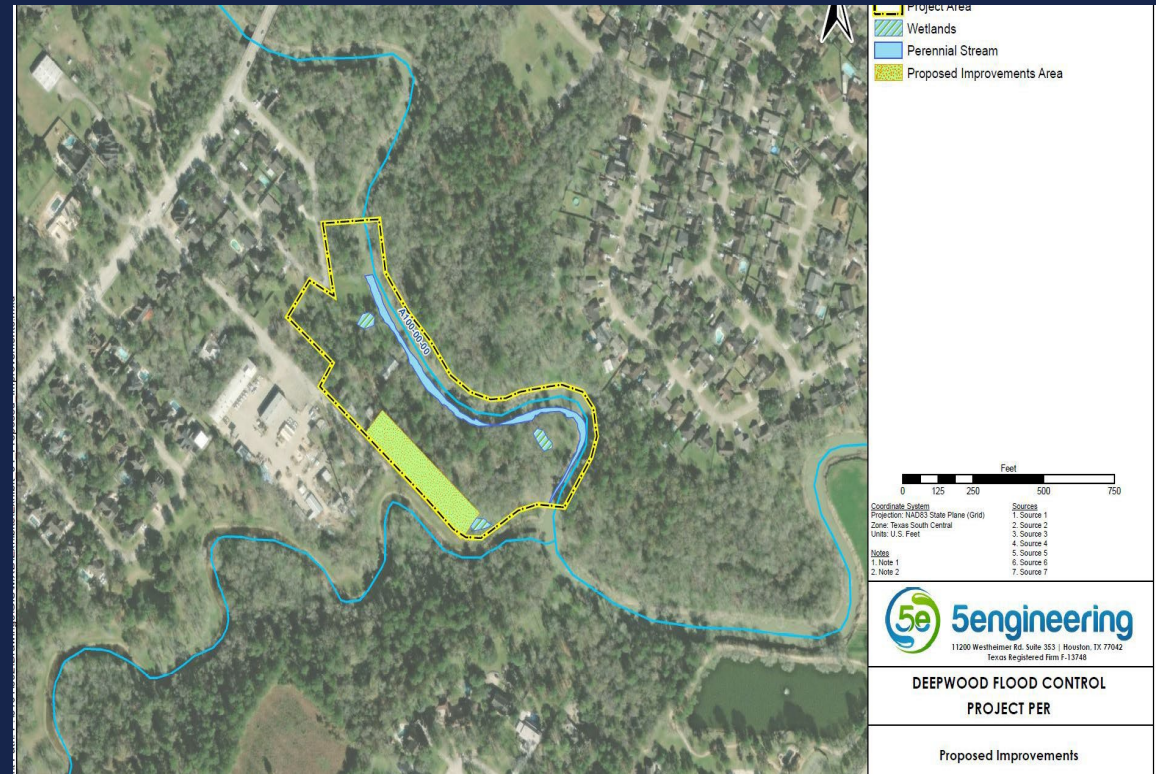
Ongoing/Upcoming Activities

Only one bid was received in the original bid solicitation

Must be re-bid in accordance with federal procurement guidelines

Submittals are due January 16th, 2025

Please Note: This project is separate from the GCCDD's flood control project on adjacent property



Funding Sources: (\$2,959,825) CDBG-DR Grant Funds

January 6, 2025

Three Detention Basins Along Coward's Creek

Interlocal Agreement with Galveston County Consolidated Drainage District (GCCDD)

Location: 301 Castlewood, 310 Castlewood, 2 Queens Lane along northern bank of Cowards Creek

Ongoing/Upcoming Activities

Project is nearly complete

Hydro-mulch needed in some areas

Some concrete work remains at 310 Castlewood



Funding Sources: City Owned Land; GCCDD Covering Construction

January 6, 2025

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Interlocal Agreements with GCCDD

Three Interlocal Agreements with the GCCDD are pending approval

Locations

Deepwood Project (on Woodvine Drive) along Clear Creek

Clearview Avenue at Clear Creek

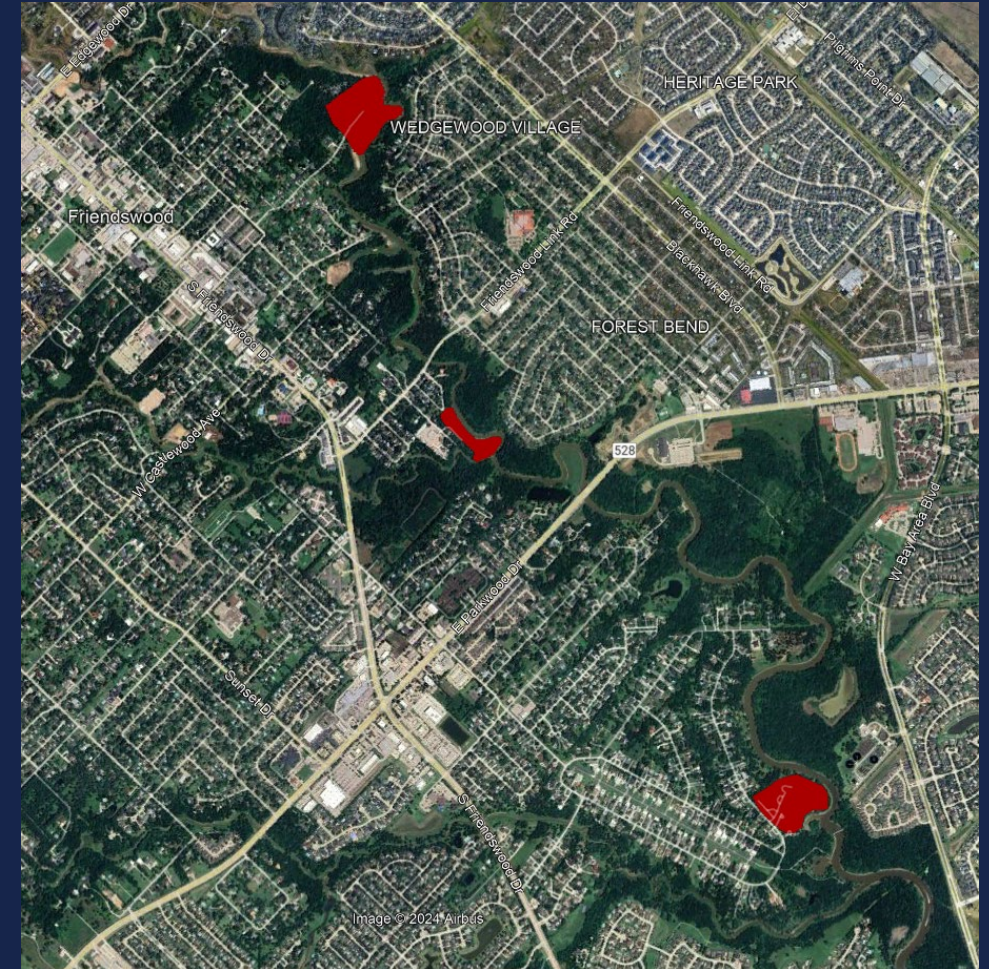
Frenchmans Creek in Polly Ranch Subdivision

Status

Proposed Interlocal Agreements sent to GCCDD October 2024

GCCDD Board desires to have property ownership conveyed from the City to the District. Given the fact that the properties were acquired utilizing Federal relief funding, the City has significant liability concerns with transferring ownership.

City has proposed License Agreements instead; pending GCCDD acceptance



Friendswood Regional Stormwater Detention Basin

PROJECT OVERVIEW

Funding Partnership project between City of Friendswood, Galveston County, Galveston County Consolidated Drainage District and Harris County Flood Control District

Location: FM 1959 and Blackhawk Boulevard

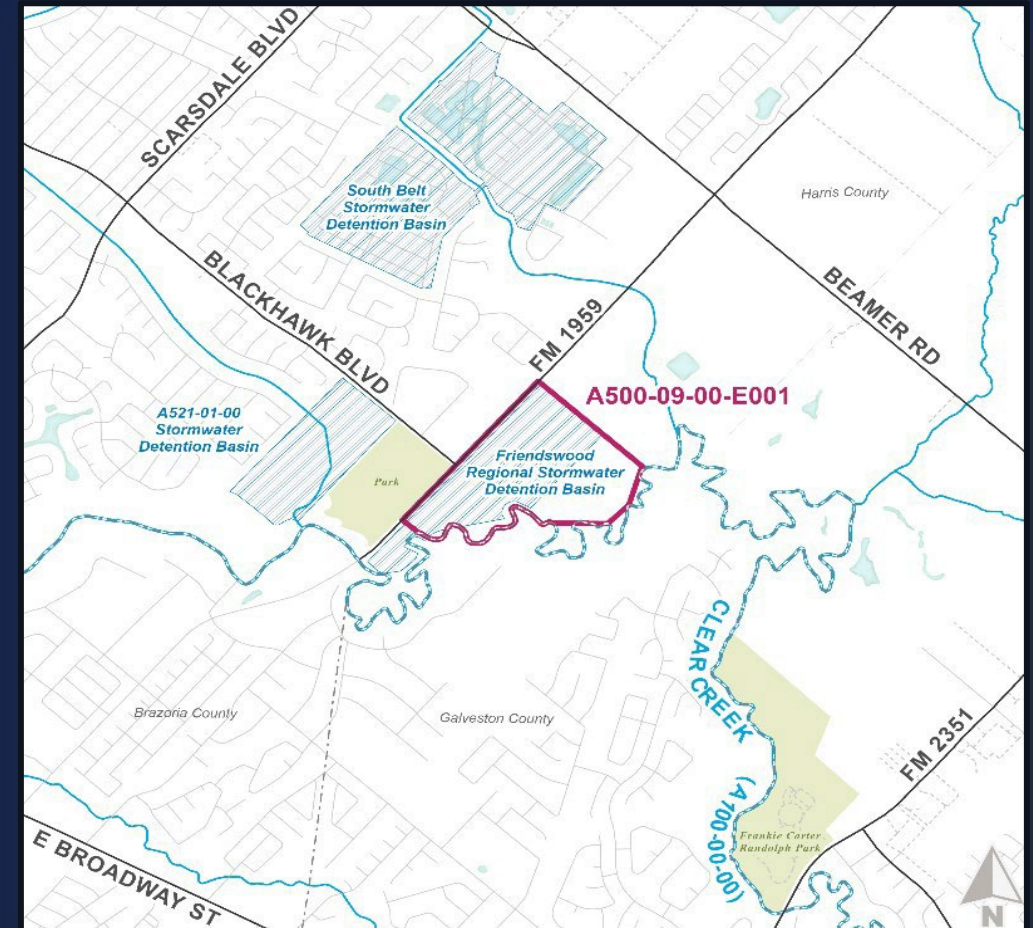
STATUS:

Rough Grading project in progress

Kick-off Meeting for final design held 12/18/24

Final design completion anticipated late 2025

HCFCDD will hold public meetings in the coming months for more in-depth information about the project



Funding Sources: (Est Cost \$32,453,298.11) Flood Control Bond Funds; GCCDD Funds; HCFCDD Funds; Galveston County Funds

Friendswood City Center Detention Ponds

Two detention ponds to provide mitigation for the Whitcomb Property Flood Control Project

Location

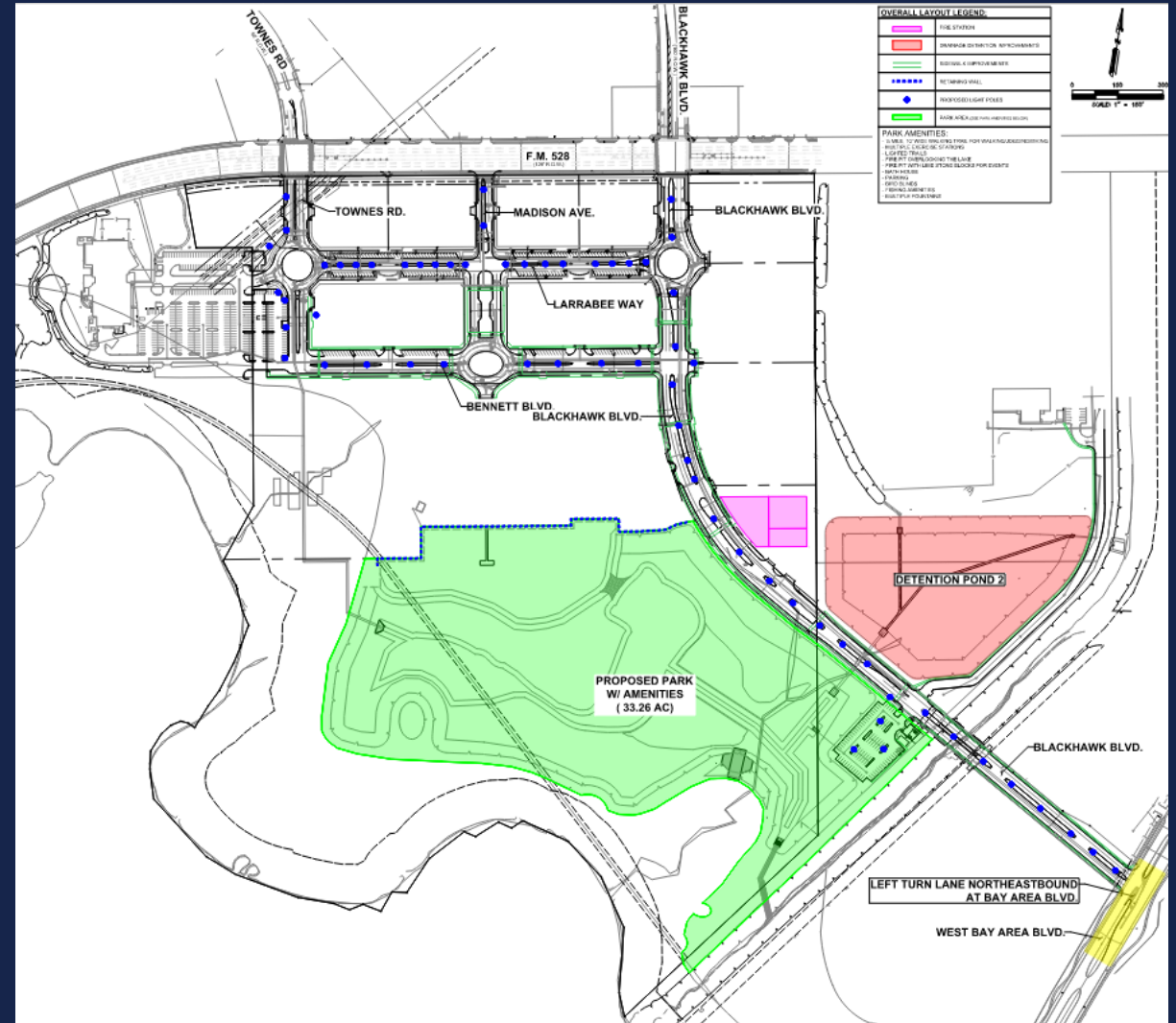
FM 528 & Blackhawk Boulevard within TIRZ 1

Status/Upcoming Activities

Initial excavation of ponds 99% complete

Contractor will now begin over-excavation to install clay liner

Soil excavated from ponds has been stockpiled; a large portion of that soil will be used to buildup the City Center site, while the rest is being exported to the developer's other projects.



Whitcomb Terracing and Stormwater Detention Basin

Partnership project between the City of Friendswood and the Harris County Flood Control District

Location

Adjacent to Friendswood City Center

Status/Upcoming Activities

HCFCFCD has selected its consultants for Preliminary Engineering (PER)

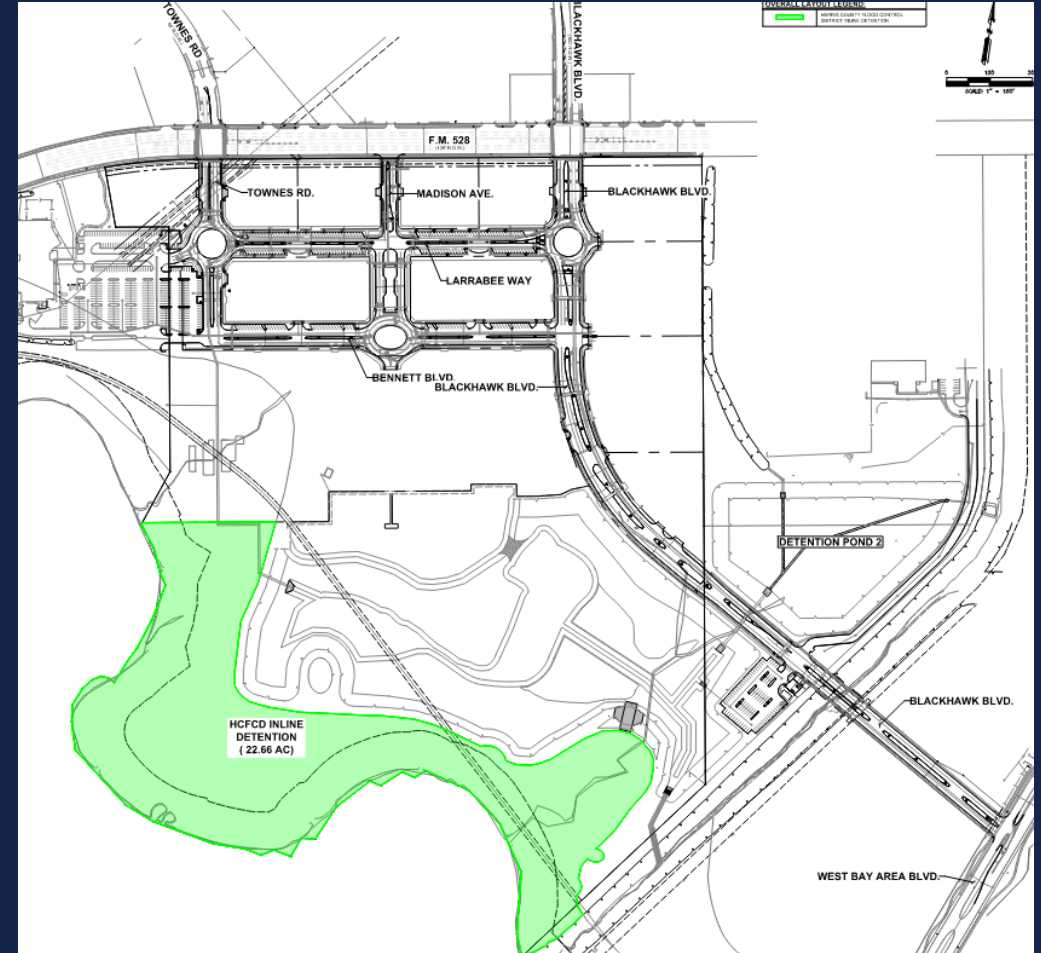
Scoping of PER underway

Harris County Commissioners Court will approve engineering contract in January 2025

Mitigation for this project is provided by Friendswood City Center detention ponds

HCFCFCD will schedule Public Engagement Meetings in the near future

Target completion date: March 2027



Funding Sources: Flood Control Bond Funds; \$10 Million Allocation from TWDB to HCFCFCD

Comprehensive Master Drainage Plan

PROJECT PURPOSE

Comprehensive Urban and Riverine Flood Mitigation Plan that will Identify and Prioritize Projects that Provide Benefit to Friendswood and Reduce Flooding

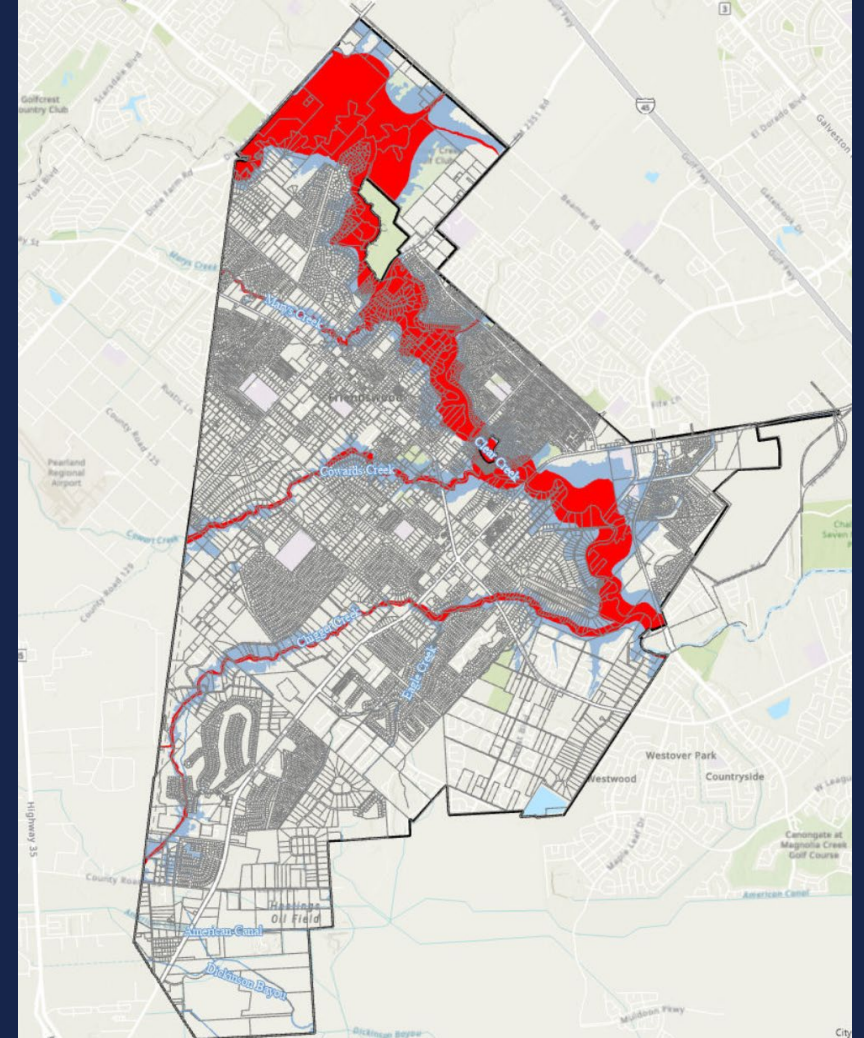
PROJECT MILESTONES

Contracts for consultants to be awarded at tonight's Council meeting

Kickoff meeting will be held ASAP

Anticipated 17-month timeline

Public Engagement Meeting dates will be announced when scheduled



Funding Sources: Hazard Mitigation Grant; City Bonds Funds

January 6, 2025

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Questions?

Engineering@friendswood.com



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: January 6, 2025

Date submitted: 05/08/2024

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Receive and discuss the City of Friendswood Parks and Trails Master Plan.

Originating Department: Parks and Recreation

Degree of importance: The purpose of a Parks Master Plan is to provide a comprehensive framework for the development, management, and enhancement of the City of Friendswood's parks, recreational facilities, and open spaces.

SUMMARY / ORIGINATING CAUSE

The Parks and Recreation Department has contracted with EHRA to assist with writing a Master Plan with strategic and prioritized goals for the next five to ten years related to the Parks and Trails for the City of Friendswood.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The Parks Master Plan will serve as a guide for decision-making and resource allocation for parks and recreation, providing a clear road map for city officials, planners, and stakeholders. Overall, the Plan aims to enhance the quality of life for residents by providing accessible, high-quality parks and recreational opportunities that promote health, wellness, and community engagement.

RECOMMENDATIONS

ATTACHMENTS

1. City of Friendswood Parks Master Plan
2. PPT Slides - Friendswood Parks Master Plan

Parks Master Plan

City of Friendswood

January 2025



Acknowledgments

Prepared for the City of Friendswood Parks & Recreation Board

We would like to acknowledge the contribution of the following people to the success of this Parks Master Plan:

City Council

Mike Foreman, Mayor
Steve Rockey, Position 1
Sally Branson, Position 2
Trish Hanks, Position 3
Robert J. Griffon, Position 4
Joe Matranga, Position 5
Brent Erenwert, Position 6

Keep Friendswood Beautiful

Patricia Steinke, Chairperson	Jeff Smith
Kaye Corey	Vijay Mahal
Benette Rowley	Brandee Fernandez
Todd Mendenhall	Shawn Potter
Kelly Browning	Michael Fernandez
Betty Moreno	Mary Wise
Paula Matranga	Diana Hall

Friendswood Parks & Recreation Department

James Toney - Director of Parks & Recreation
Michael Boyett, Assistant Director of Recreation
Gary Williams - Assistant Director of Parks
Kaylub Mull - Parks Superintendent
Catherine Wood- Recreation Superintendent
Megan Childers - Office Clerk
Garrett Normoyle - Recreation Specialist
Cierra Sutton - Recreation Specialist
Genie Balderaz - Senior Program Manager
Shadey Caraveo-Saldaña - Assistant Senior Program Manager

EHRA Engineering

Christopher Browne, LEED AP - Practice Area Leader | Landscape Architecture
Cristian Gonzalez, LI - Project Manager
Jeff Boutte, PLA, AICP - Senior Planner
Ashley Waggoner, AICP - Planner II
Christopher Butcher - Branding, Media & Graphics Manager
Tim May, PLA, LEED AP
Shade Winfrey



Parks Master Plan adopted on: _____

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Executive Summary

The City of Friendswood Parks Master Plan represents a strategic road map for the enhancement of the parks, trails, and recreational facilities over the next decade. Built on a foundation of extensive community input and a thorough assessment of current needs, this plan outlines a vibrant, accessible, and sustainable park system that fosters health, connectivity, and inclusivity. By aligning our resources with clear priorities, this Plan seeks to ensure that Friendswood's parks system continues to evolve with the growing community.

With a population that reached 40,833 in 2022, Friendswood faces unique challenges, including limited land availability for park expansion and constrained resources. To address these realities, the Parks Master Plan provides both immediate and long-term strategies to meet community demands. Demographic trends—such as an aging population and a workforce where 48% are reported to be in managerial or professional roles—present opportunities to expand fee-based recreational programs, introduce corporate sports leagues, and create outdoor networking spaces.

This vision is captured in the City's commitment to progress:

“Our vision is to elevate Friendswood’s park system by constructing advanced recreational centers, upgrading existing facilities, and creating a cohesive network of trails. We are committed to providing safe, well-lit, and accessible spaces that cater to diverse recreational needs, fostering a dynamic and active community environment.”

The Parks Master Plan addresses the challenges of aging infrastructure, limited parking, insufficient restroom facilities, and inadequate connectivity between parks and neighborhoods. Through community engagement and stakeholder discussions, opportunities have been identified to integrate sustainable practices, improve recreational amenities, and create new parks to meet future needs. The community has expressed strong support for enhancements such as additional walking trails, multi-use sports courts, improved playgrounds, and a recreation center. Population growth also emphasizes the need for innovative solutions, such as partnerships with property owners for shared-use parks, which could increase parkland without requiring the acquisition of land.

To meet these objectives, this Plan outlines actionable steps, including upgrading recreational facilities, transforming the Activity Building into a state-of-the-art community center, and developing new parks like *Lundy Lane Park (*name subject to change*). Funding strategies include exploring grants, public-private partnerships, sponsorships, and community fundraising.

Implementation is key to turning this vision into reality. This Plan identifies a 10-year strategy of specific actions, responsible parties, timelines, and funding sources to ensure a phased and strategic approach. By dividing goals into short-term, mid-term, and long-term timelines, this Plan maintains the flexibility needed to adapt to evolving needs. Tools such as capital improvement programs, partnerships, and policy updates will support these efforts, while ongoing community engagement and periodic evaluations will ensure accountability and measure progress.

This Parks Master Plan reflects the collective aspirations of the community. Now is the time to act. Parks and recreation are not just amenities—they are vital to health, connections, and community pride in Friendswood. Join the effort in supporting this vision. Whether through advocacy, partnerships, or participation, your involvement is essential. Together, ideas can be transformed into a reality that benefits all residents, fostering a brighter future for Friendswood today and for generations to come.



Parks Master Plan

City of Friendswood

Introduction and Overview



Introduction

The Importance of Parks and Recreation Planning

Located in southeast Texas and a short distance from Houston, the Texas Gulf Coast, and spanning two counties, the City of Friendswood is undergoing rapid urban development. In recent years, the City has strived to preserve their community parks, update amenities, and improve facilities in the park system. These facilities have been used and loved by many residents and visitors for many years. Now with increasing population growth, the need to plan for both immediate and long-term recreational amenities have become urgent to the community to accommodate the demands of the citizens. In response to this need, the City Council tasked the Keep Friendswood Beautiful Board and the Parks and Recreation Department to commission a consultant to collaborate on creating a new Parks Master Plan.

With the population growth in the City of Friendswood, existing park and recreation facility capacities are limited and have become burdened in trying to satisfy those increased demands. The increased pressure of residents using existing parks and facilities has given just reason for the planning of new and improved parks as well as enhanced and additional recreational programming.

As families opt to stay closer to home due to commute times, rising transportation costs, activity and entertainment expenses, and safety concerns, the City of Friendswood faces a heightened demand for outdoor and indoor recreation facilities for its residents. This demand, along with the lessened availability of suitable park land, increasing market-driven facility development costs, and the uncertainty of financial resources, funding, and on-going operational costs underscore the urgency for proactive park and recreation planning.

Through the master planning process, the quality of community life of residents can be improved by describing a direction with goals and actions in planning the needs for future parks and recreation. This Plan hopes to provide recreational opportunities, mental and physical health benefits, resident interactions, and community pride for the City. Park and recreation needs can first be identified through public engagement, and gaining input from stakeholders, City staff, elected and appointed officials to then strategically prioritize an implementation plan for the park's future for the City of Friendswood.

Friendswood's Commitment to Parks and Recreation Development

The City of Friendswood presently oversees all city owned parks and city owned facilities. Acknowledging the necessity of addressing the evolving needs of both residents and visitors, the City of Friendswood is committed to developing a Parks Master Plan. A thorough evaluation and analysis has been conducted to assess the existing features and conditions of facilities that shape the community's fabric and demand for recreational activities. As the City of Friendswood charts its course for the future, this Plan delineates recommended actions and considerations intended to achieve desired outcomes.

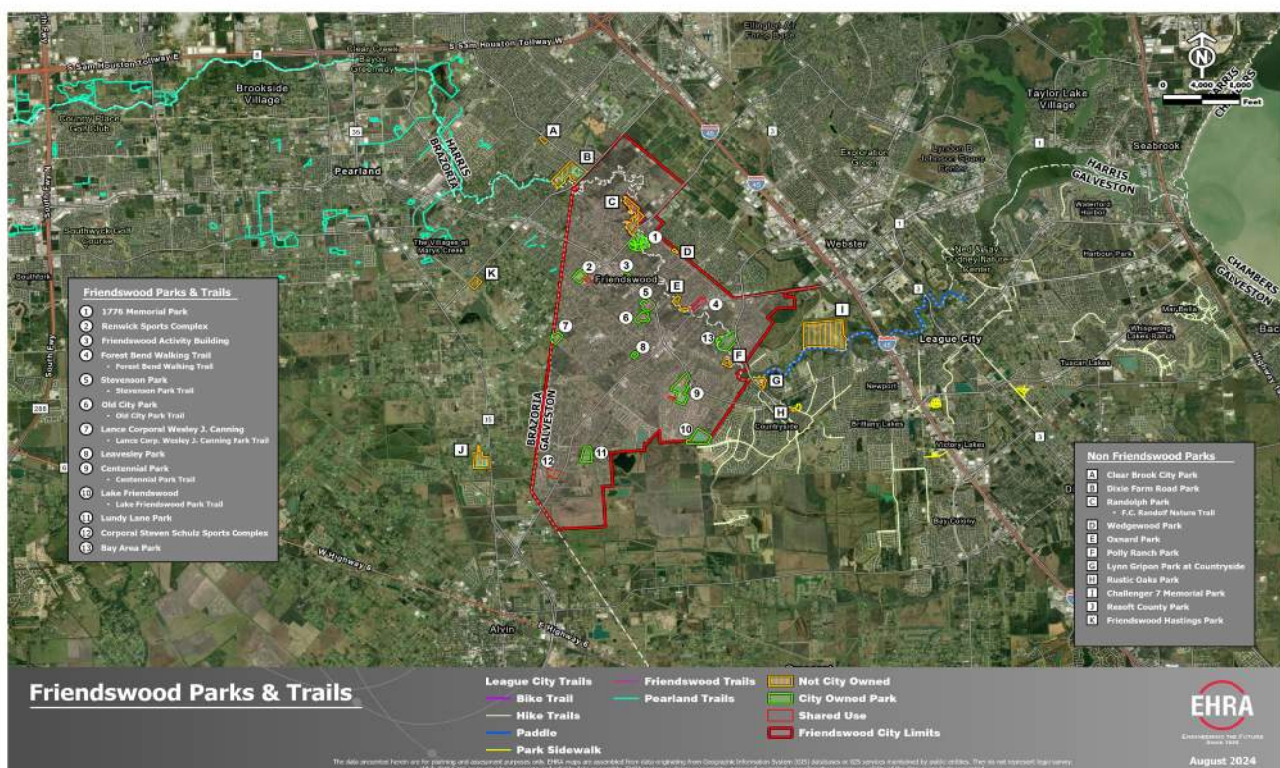
Purpose of the Parks Master Plan

The purpose of a Parks Master Plan is to provide a comprehensive framework for the development, management, and enhancement of the City of Friendswood's parks, recreational facilities, and open spaces. Its key objectives include:

- Analyzing the condition of existing parks, recreation areas, and open spaces;
- Identifying any needs and deficiencies within the park system while considering factors such as population growth, changing demographics, and recreational trends;
- Including input from residents and stakeholders to ensure the Parks Master Plan reflects the desires and aspirations of the community; and
- Establishing a set of goals, recommendations, and priorities to guide decision making for the future development and enhancement of parks and recreation facilities that align with the community's vision.

The Parks Master Plan will serve as a guide for decision-making and resource allocation for parks and recreation, providing a clear road map for city officials, planners, and stakeholders. Overall, the Plan aims to enhance the quality of life for residents by providing accessible, high-quality parks and recreational opportunities that promote health, wellness, and community engagement.

Map 1.1 provides a visual representation of the current parks, open spaces, and recreation areas that are owned and maintained by the City of Friendswood, alongside parks and open spaces that are not under the city's ownership but are located nearby and available for residents to utilize and enjoy.



Map 1.1 Study area showing the existing parks and trails system within the City of Friendswood and surrounding areas.

Benefits of Parks and Recreation

Parks and recreation facilities play a vital role in fostering a healthy, high-quality, and sustainable community environment. Such environments help meet the present needs of the community without compromising future needs, involving the responsible management of natural resources, reduction of pollution, conservation of biodiversity, and promotion of social equity. Ultimately, parks and recreation facilities enhance the quality of life for residents by providing opportunities for relaxation, physical activity, and cultural enrichment where individuals can thrive and flourish for generations to come.

Benefits are achieved through several factors, including:

- Increasing recreational diversity to cater to a wide range of interests and preferences.
- Implementing water-related recreational opportunities to enhance leisure options.
- Ensuring equitable access to parks and recreational facilities for all community members.
- Conserving, enhancing, and restoring significant natural resources and critical wildlife habitats, while contributing to clean air and water.
- Renovating outdated parks and recreation areas and facilities to maintain their functionality and appeal.
- Preserving cultural resources present within parks and recreation areas.
- Providing inclusive opportunities for special needs individuals, low-income populations, minorities, the elderly, and at-risk youth.
- Increasing property values of homes in close proximity to parks.
- Attracting new businesses to the community by improving the standard of living.



Lake Friendswood Park - Photo courtesy of EHRA Engineering

Planning Development Schedule

The planning endeavor engaged the general public, stakeholders, and city officials through in-person meetings. Three public engagement events were hosted in person, two of which took place at the City of Friendswood Public Library, while one event was held at the Senior Activity Center. These events were attended by the City of Friendswood Parks and Recreation staff, and organized by the EHRA Landscape Architecture team. A flyer was created to promote the event, and online public survey was circulated to gather further insights from the community. The responses collected from the survey will provide recommendations for the future development of the City of Friendswood's parks system. Furthermore, EHRA Engineering dedicated extensive on-site hours to observe the current state of the parks system and conducted thorough research to inform recommendations for the plan.

1. December 2020 – Contract signing and commencement of data gathering activities.
2. January 2021 – Kickoff meeting with the Parks & Recreation Board to introduce EHRA and discuss the Parks Master Plan, outlining the planning process and priorities.
3. August 2021 - January 2022 - Project placed on hold at the request of the City of Friendswood Parks & Recreation Board.
4. April 2023 – Friendswood Parks & Recreation Board workshop with the EHRA Team to present ideas and gather feedback on growth planning, revitalization, and design components for the Parks Master Plan.
5. April 2022 - October 2023: EHRA Team conducted site visits to observe existing conditions of the parks system.
6. Ten stakeholder events were held with the City of Friendswood's Parks & Recreation Board including one event with the Downtown Friendswood Association.
 - April 4, 2023 - City of Friendswood Parks & Recreation staff interviews.
 - September 7, 2023 - City of Friendswood Parks & Recreation kickoff with Director of Parks & Recreation.
 - September 13, 2023 - Parks Master Plan schedule presentation to Director of Parks & Recreation.
 - September 20, 2023 - City of Friendswood Parks & Recreation staff interviews.
 - September 26, 2023 - Keep Friendswood Beautiful.
 - October 16, 2023 - Senior Advisory Committee interviews.
 - October 26, 2023 - City of Friendswood Planning & Zoning meeting.
 - October 26, 2023 - Engineering staff interviews.
 - November 1, 2023 - CEDC meeting interviews.
 - December 12, 2023 - FDEDC meeting agenda discussion.
7. January 26, 2024 - February 9, 2024: Distribution of an online survey to stakeholders and the general public to gather feedback and data. This survey assists the EHRA Team in formulating the community vision and policy framework that will guide the Parks Master Plan and future development.
8. Three public engagement meetings:
 - January 26, 2024 - First meeting at the Public Library.
 - January 30, 2024 - Second meeting at the Senior Activity Center.
 - January 31, 2024 - Third meeting at the Public Library.



Public engagement meeting on January 26, 2024
 Photo courtesy of EHRA Engineering

Planning Development Schedule Continued

9. Five meetings with the Friendswood Parks & Recreation Board to discuss and review each chapter of the Parks Master Plan:
 - March 8, 2024 - First meeting to review the outline for the Parks Master Plan
 - May 8, 2024 - Second meeting to review Chapters 1 & 2.
 - June 30, 2024 - Third meeting to review Chapter 3.
 - October 22, 2024 - Fourth meeting to review Chapter 4.
 - November 18, 2024 - Fifth meeting to review the final draft including Chapters 1-5 of the Parks Master Plan.
10. Date – Adoption of the Parks Master Plan by the Keep Friendswood Beautiful / Parks & Recreation subcommittee.



Public engagement meeting at the Public Library on
January 31, 2024

Photos courtesy of EHRA Engineering

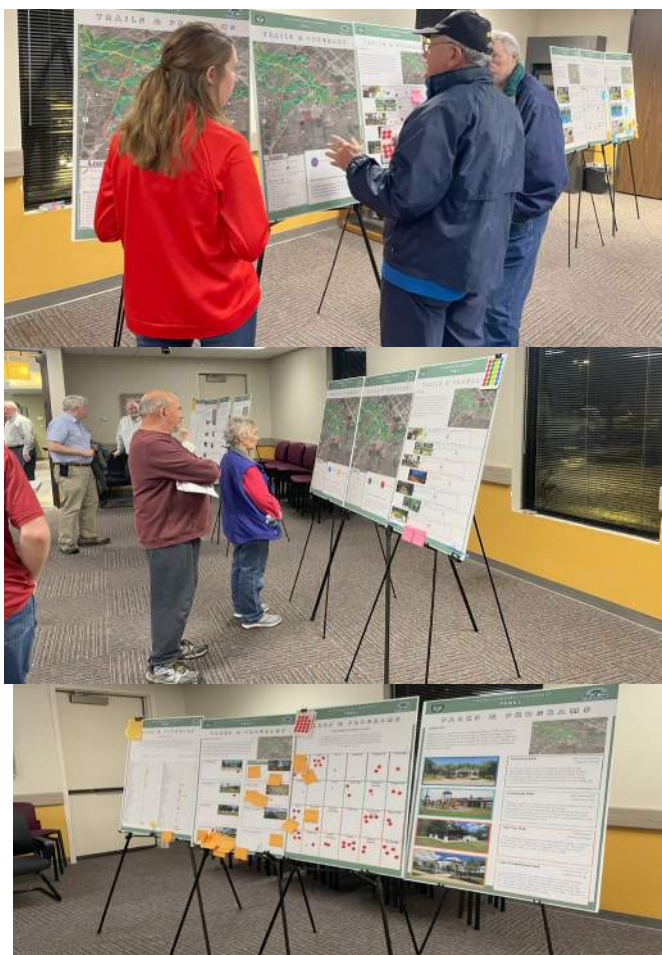
Plan Time Frame

This Plan is designed to address the time-frame from 2024 to 2034. While many of the recommendations outlined herein are valid for a period of up to 10 years, they should be subject to periodic evaluation. In accordance with local planning requirements from the Texas Parks and Wildlife Department, it is recommended that the Plan be updated every five years or prior to any significant developments that may alter the parks and recreation needs of the community.

Planning Focus

The Parks Master Plan evaluates the parks, recreational, and open space conditions for residents within the city limits, which encompasses approximately 21.2 square miles and its extraterritorial jurisdiction (ETJ).

Public engagement meetings hosted at the Public Library on January 26th and 31st and at the Senior Activity Building on January 30th served as platforms for community members to actively contribute to the Parks Master Plan planning efforts. Attendees were briefed on the existing park and trail provisions, fostering a shared understanding of the current landscape. One of the primary objectives of these sessions was to cultivate a sense of community ownership in the planning process, providing transparency and nurturing trust and support for the Parks Master Plan. Insights garnered from these sessions were instrumental in shaping the *Recommendations Section* of this document.



Public engagement meeting at the Public Library on
January 26, 2024

Photos courtesy of EHRA Engineering



Parks Master Plan

City of Friendswood

Understanding the
Community

Understanding the Community

Historical Context

In the spring of 1895, Frank Jacob Brown and Thomas Hadley Lewis, both Quakers, felt called to establish a community dedicated to God in the Gulf Coast region. This endeavor was part of the broader westward movement of Quaker colonies during the mid to late 1800s. Upon arriving in Northern Galveston County, Brown and Lewis discovered 1,538 acres of pristine prairie, crisscrossed by Clear Creek, Coward's Creek, Mary's Creek, and Chigger Creek, and surrounded by dense woods along the creek banks. Convinced that this was their "Promised Land," they negotiated with the owner, Galveston banker J. C. League, for a deed of trust. The term 'Quakers' is synonymous with 'Friends'. Additionally, the name 'Wood' represents the four creeks that traverse the City of Friendswood to this day. On July 15, 1895, the official name of the colony was recorded at the Courthouse in Galveston, marking the birth of Friendswood. News of the colony spread rapidly among Quakers in the northern and mid-western states, attracting more than a dozen families to join them. Friendswood flourished as a farming community, characterized by hard work, simple living, and a deep respect for God, family, and education.

The Galveston Storm of 1900 tested the resilience of the colony, but they emerged unscathed, using their sawmill to convert fallen trees into lumber for a two-story building known as The Academy. This building served as a church, community meeting place, and the first high school in the area until it was replaced by the present stone church building in 1949. The Academy offered a classical curriculum and attracted students from surrounding towns.

The early 1900s saw an influx of newcomers attracted by farming opportunities promoted by Houston developers who advertised the Gulf Coast as a Garden of Eden where figs, oranges, and rice grew practically wild. The present day 900 block of S. FM 518 was the site of a typical main street orchard. The entire block back to the creek was the Bales and Glines family farm¹. By the early 1920s, there were 17,000 to 18,000 acres of figs from Winnie to San Leon, and 17 fig preserving plants. Two of those plants were in Friendswood. Figs emerged as the economic backbone of Friendswood from 1910 to 1956, with the Fig Preserving Plant, established in 1924 by Quaker Cecil Brown, playing a pivotal role in sustaining the local economy, particularly during the challenging years of the Great Depression.² The Great Depression brought more families seeking a fresh start, and the burgeoning oil industry in the 1930s further attracted new residents. Despite the challenges, Friendswood remained a rural Quaker settlement with limited amenities until the mid-20th century. The Quaker settlement's history is authenticated by the Texas State Historical Marker located on the Friends Church Property.

The 1950s marked the beginning of modernization, with young families from Houston moving in, however the population was still less than 1,000 in 1959. 4th of July celebrations began in the 1950's, with a community meeting along creeks and barging to, then became a traditional parade. "The Gathering" in the City of Friendswood always took place on the night before 4th of July. In 1960, incorporation efforts were underway when the town elected its first mayor, city council, and a law officer who helped prepare the town for the tremendous growth which resulted from hundreds of NASA employees choosing Friendswood as their home. By 1966 Friendswood has its first medical clinic, pharmacy, bank, newspaper, and police department. By 1969, the population had surged to 5,200.³

¹ "Main Street Fig Orchards Historical Marker." Accessed April 23, 2024. <https://www.hmdb.org/m.asp?m=98896>.

² "Fig Preserving Plant Historical Marker." Accessed April 23, 2024. <https://www.hmdb.org/m.asp?m=98446>.

³ "History of Friendswood | Friendswood, TX." Accessed April 18, 2024. <https://www.ci.friendswood.tx.us/402/History-of-Friendswood>.

⁴ Hlavaty, Craig. "Check out Historic Photos from Friendswood's Earliest Days." *Houston Chronicle*, August 17, 2017. <https://www.chron.com/neighborhood/friendswood/article/Old-photos-of-Friendswood-Texas-collected-11882054.php>.



An aerial photo of Friendswood in 1962.
Source: *Houston Chronicle*⁴



Baker Food Market - First true grocery store in Friendswood
Source: *Houston Chronicle*²



The Friendswood Academy completed in 1902
Source: *Houston Chronicle*⁴



A Friendswood fig orchard in the 1930s
Source: *Houston Chronicle*²



Outside the first fig processing plant in 1910
Source: *Houston Chronicle*⁴



Inside a fig processing plant in the 1930s.
Source: *Houston Chronicle*⁴

Population and Age Distribution

As of 2000, the City’s population stood at 28,734, increasing by 24.6% to 35,805 in 2010. According to the U.S. Census, the population of Friendswood has surged to 40,833 in 2022¹ marking another significant 14% increase. The projected growth of the City of Friendswood, detailed further below, presents a critical challenge for the City’s parks and recreation facilities. Additional funding is imperative to meet the current and anticipated demand. The existing inventory of parks is experiencing heightened demand due to the consistent rise in population.

By analyzing the age demographics, city planners, policymakers, and service providers can tailor services, infrastructure, and programs to meet the needs of different age groups effectively.

The data presented in Figures 2.1-2.2 for Texas and Galveston County indicates a high birth rate and an aging population trend. However, when compared to these broader trends, Figure 2.3 highlights a lower female birth rate in the City of Friendswood. Additionally, there is a noticeable dip in the population within the 25-34 age range in Friendswood.

This dip could suggest a rate of migration out of the city among individuals in this age group, likely driven by a desire to be closer to educational or employment opportunities. Furthermore, the observation of an aging population trend in Friendswood aligns with the broader demographic shifts seen in Texas and Galveston County. This aging population trend may have implications for various aspects of community planning and resource allocation, including healthcare services, housing needs, and recreational amenities, among others.²

Figure 2.1 Population by Age and Gender: Texas

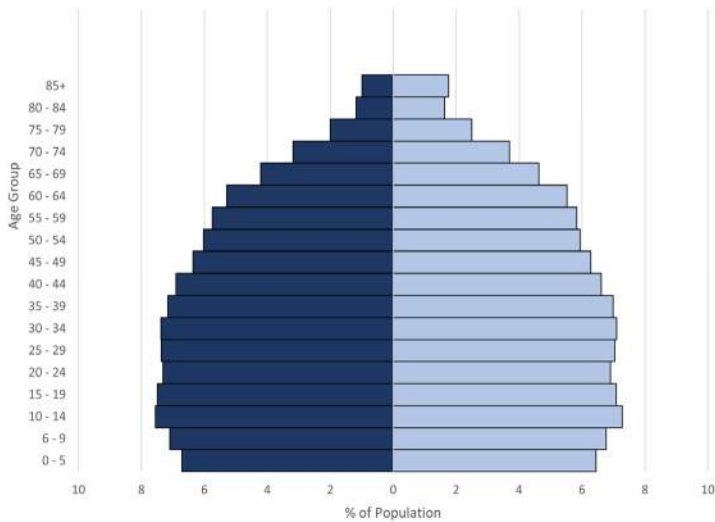


Figure 2.2 Population by Age and Gender: Galveston County, Texas

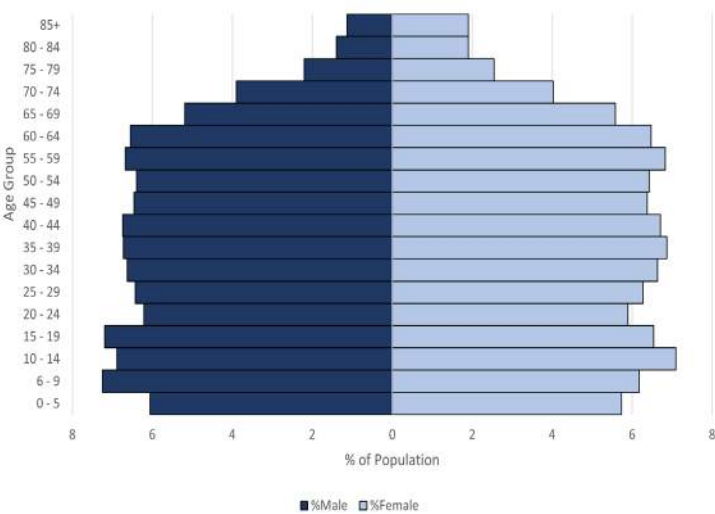
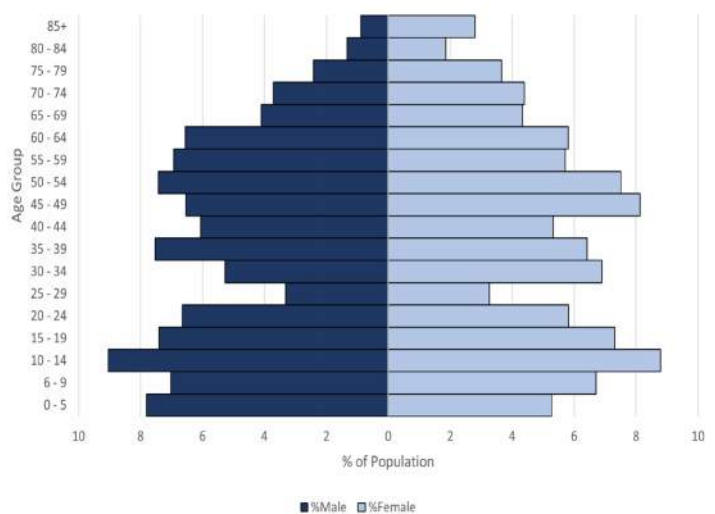


Figure 2.3 Population by Age and Gender: Friendswood, Texas



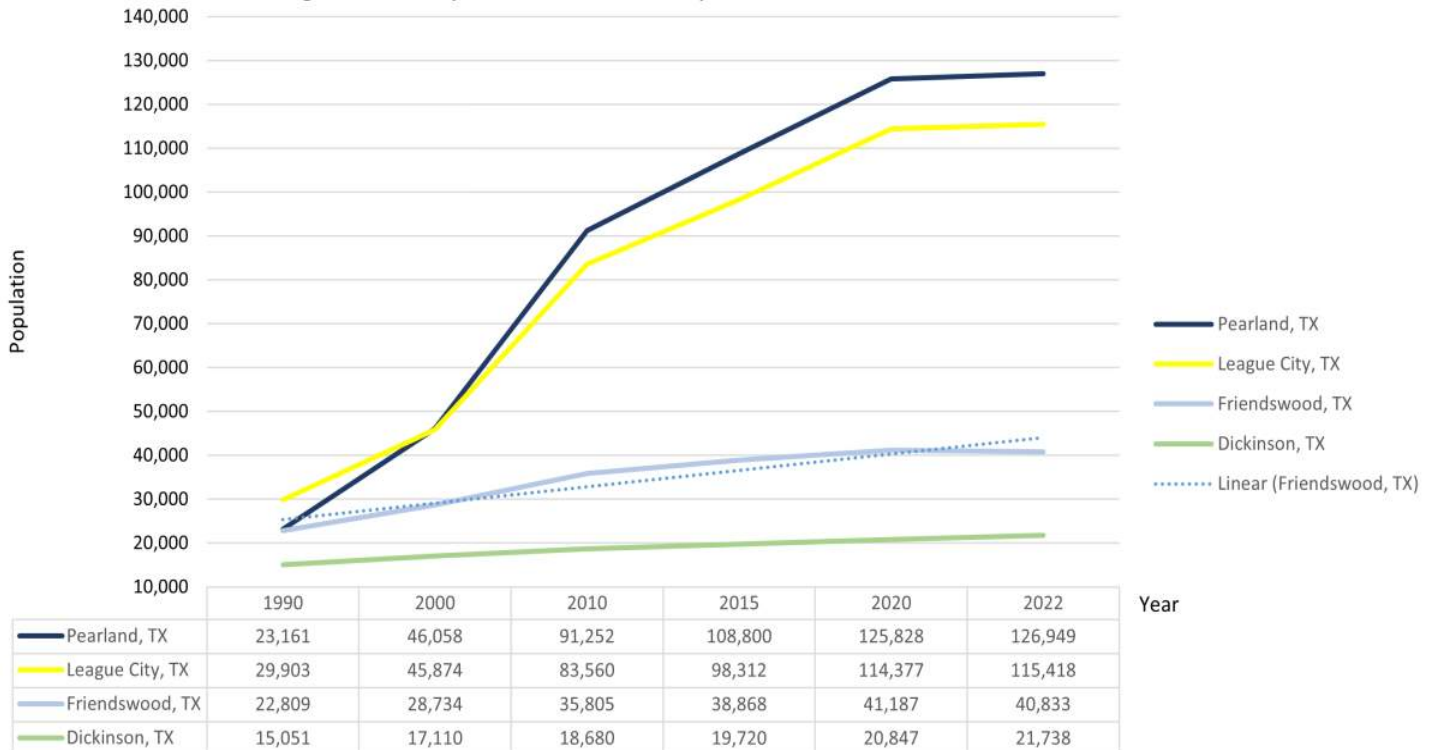
1 "U.S. Census Bureau QuickFacts: Friendswood City, Texas." Accessed April 18, 2024. <https://www.census.gov/quickfacts/fact/table/friendswoodcitytexas/PST045222>.
2 U.S. Census Bureau. "Age and Sex." American Community Survey, ACS 5-Year Estimates Subject Tables, Table S0101, 2022, https://data.census.gov/table/ACSST5Y2022.S0101?q=Friendswood,Texas&g=040XX-000US48_050XX00US48167. Accessed on April 19, 2024.

Source: U.S. Census Bureau. "ACS Demographic and Housing Estimates." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP05, 2022

Population Comparison Trend

The City of Friendswood neighbors the cities of Pearland, League City, and Dickinson. Population trends in these three cities were compared to those of the City of Friendswood to capture the growth pattern in the area. Figure 2.4 illustrates steady population growth in each city over the decades. However, between 2020 and 2022, The City of Friendswood experienced a 0.86% decrease in population, dropping from 41,187 to 40,833. These numbers suggest that Friendswood reached its peak population in 2020 and is now showing a trend of decline.

Figure 2.4: Population Trend Comparison Chart 1990 - 2022



Source: U.S. Census Bureau Quick Facts

Population Growth Trend

The population projections for the four cities mentioned in the previous section were determined using the exponential growth method, which employs the natural logarithm e and a growth rate. Figure 2.5 presents a 40-year forecast spanning from 2020 to 2060, offering an estimation of growth. However, it excludes any additional population that may arise from future planned subdivisions.

To calculate the growth rate, data from the population trend table shown in Figure 2.4 was utilized. This table covers a 32-year time-frame from 1990 to 2022 and was employed to project population figures in 10-year increments. The City of Pearland exhibited a growth rate of 5.46%, League City had a growth rate of 4.31%, the City of Friendswood had a growth rate of 1.84%, and the City of Dickinson had a growth rate of 1.16%.

Based on these calculations, the population of the City of Friendswood is projected to reach 85,288 by the year 2060. However, given that the City of Friendswood has reached its build-out capacity and has no foreseeable plans to annex additional land and expand their city limits or ETJ boundary, the Engineering department at the City of Friendswood estimates the population will **reach a max capacity of 58,000**. Population projections play a critical role in providing valuable insights into future demand, enabling proper budgeting for recreational facilities and open spaces to accommodate the needs of the growing community.

Figure 2.5: Population Projections 2020 - 2060



Source: U.S. Census Bureau Quick Facts

Race and Ethnicity

Analyzing race and ethnicity is crucial for promoting equity, inclusivity, and cultural responsiveness within the community. This analysis helps to identify any disparities in access to parks and recreation facilities among different racial and ethnic groups. It ensures that all residents, regardless of their background, have equal opportunities to enjoy and benefit from the amenities provided by the parks system.

Figure 2.6 illustrates Friendswood's population breakdown by race and ethnicity. Compared to Texas and Galveston County, Friendswood's racial and ethnic composition is predominantly similar, with some notable differences. Specifically, Friendswood has a lower proportion of African American and Hispanic populations compared to Texas and Galveston County. These differences in racial and ethnic composition may reflect unique historical, social, and economic factors specific to Friendswood.

Figure 2.6 Race and Ethnicity

Race & Ethnicity	Texas	Galveston County	Friendswood
White	74%	80%	88%
Black or African American	14%	14%	6%
American Indian & Alaska Native	2%	2%	2%
Asian	6%	4%	5%
Native Hawaiian & Other Pacific Islander	0.2%	0.4%	0.4%
Other	20%	13%	7%
Hispanic or Latino Descent	40%	26%	17%
Not Hispanic or Latino Descent	60%	74%	83%

Source: U.S. Census Bureau. "ACS Demographic and Housing Estimates." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP05, 2022

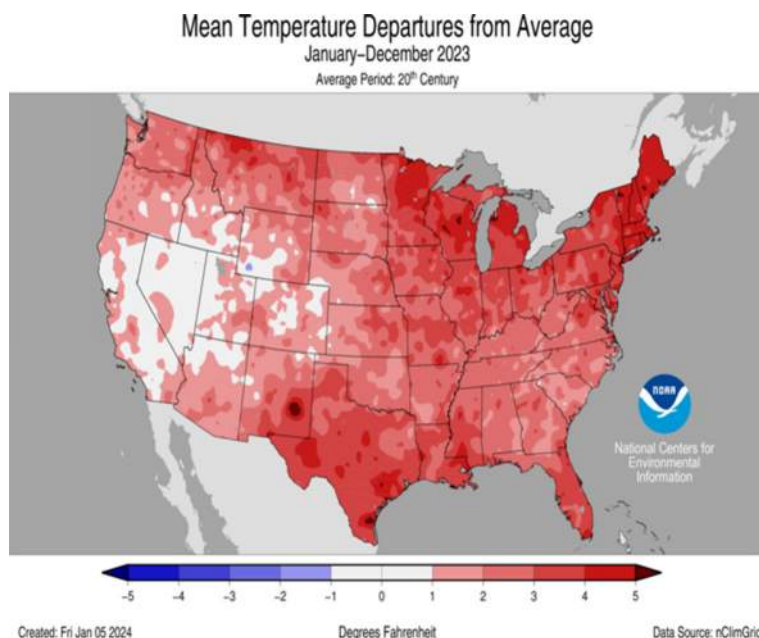
Climate

Friendswood, Texas, boasts a warm and humid temperate climate, which is characterized by scorching summers and the absence of a dry season. Throughout the year, temperatures typically range between 45°F and 92°F, with extremes rarely dipping below 36°F or climbing above 96°F. Friendswood experiences its warm season from May 24th to September 27th, with average daily high temperatures soaring above 87°F. August 8th marks the peak of summer, with an average high of 92°F and a low of 76°F. The cold season runs from November 26th to February 27th and brings average daily temperatures below 69°F. January 4th sees the coldest day of the year, with an average low of 45°F and a high of 64°F.¹

In 2023, the contiguous U.S. experienced its fifth-warmest year on record, with annual precipitation totaling 29.46 inches, which was 0.48 inches below the average. A severe heat wave swept across parts of the southern plains, causing temperatures to soar well above 100°F. Notably, cities such as Del Rio and Rio Grande reached 113°F, while San Angelo reported a scorching 114°F on June 20th, setting all-time heat records at each location. On June 24th, the temperature at Rio Grande Village, Texas peaked at 119°F, just 1° below the state's all-time temperature record.²

Rising temperatures have significant implications for landscaping decisions. As temperatures continue to climb, it becomes crucial to select plants capable of withstanding heat stress and to prioritize drought-resistant species that thrive in hot climates. Native plants are particularly advantageous as they are naturally adapted to local conditions. Additionally, rising temperatures elevate evaporation rates, underscoring the importance of efficient irrigation systems such as drip irrigation to conserve water and maintain plant hydration. Mulching plays a vital role in retaining soil moisture and regulating temperature, thereby mitigating soil erosion.

Extreme heat can also impact soil health and nutrient availability. Choosing hardscape materials that minimize heat buildup, along with strategically planting trees to provide shade and lower surface temperatures, can help mitigate the urban heat island effect, contributing to a cooler and more sustainable urban environment.



Source: National Centers for Environmental Information (NCEI).

¹ "Climate | Friendswood, TX." Accessed April 24, 2024. <https://www.ci.friendswood.tx.us/398/Climate>.

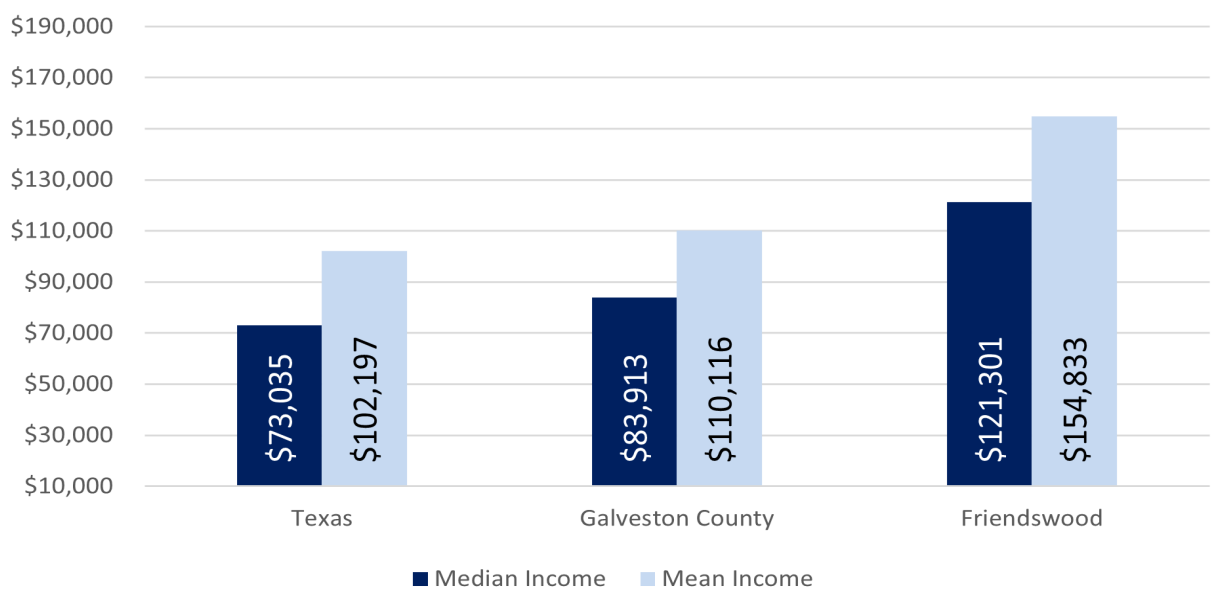
² National Centers for Environmental Information (NCEI). "Assessing the U.S. Climate in 2023," January 8, 2024. <https://www.ncei.noaa.gov/news/national-climate-202312>.

Household & Family Income

The median income is the amount of income that divides a population into two equally sized groups. Half of the population has an income above this amount, while the other half has an income below it. Mean income is a statistical measure that calculates the average of all individual incomes within a given population or group. While mean income provides valuable insights, it has limitations. Outliers (extremely high or low incomes) can skew the average, and it may not accurately represent the income distribution if it is highly skewed. Therefore, using the median income as a comparison assists in gaining a more comprehensive understanding of income patterns.

Understanding a community’s income distribution assists in planning for recreational amenities and programs including determining the demand for free or fee-based recreation. According to the US Census, the median household income in Friendswood is \$121,301 and the percentage of persons in poverty is 2.9%. Figure 2.7 demonstrates that Friendswood exhibits significantly higher mean and median incomes compared to Texas and Galveston. This suggests a relatively high typical income level within the City of Friendswood, indicating that residents enjoy a high standard of living. This insight is invaluable for tailoring recreational offerings to meet the needs and preferences of the community effectively.

Figure 2.7 Income Comparison



Source: U.S. Census Bureau. “Income in the Past 12 Months (in 2022 Inflation-Adjusted Dollars).” American Community Survey, ACS 5-Year Estimates Subject Tables, Table S1901, 2022

Employment Sector

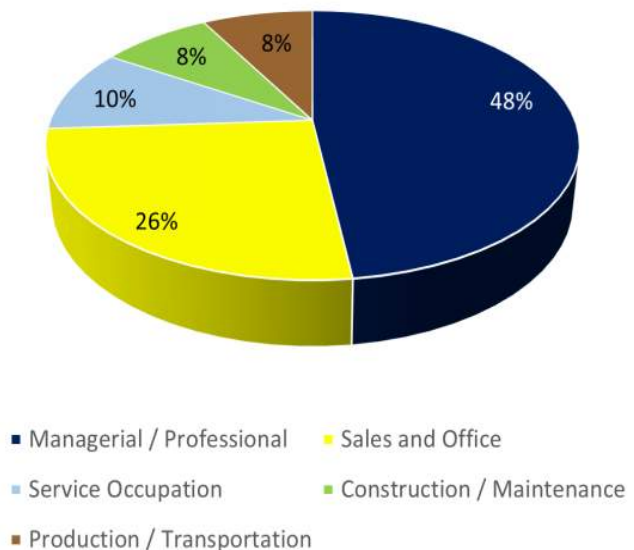
Understanding a city's employment landscape is beneficial for park planning for several reasons. First, it provides insights into the demographics and needs of the workforce, helping decision makers tailor park amenities and programs to suit the preferences and schedules of working individuals. Additionally, employment data can highlight areas of high commuter traffic or concentration, indicating where parks and recreational facilities might alleviate stress or serve as convenient destinations for relaxation and exercise after work hours. Furthermore, knowledge of local employment trends and industries can inform decisions regarding the types of recreational activities and facilities that may be in demand, such as sports fields for corporate leagues or outdoor meeting spaces for networking events.

Employment by Occupation

- 48% - Managerial / Professional
- 26% - Sales and Office
- 10% - Service Occupations
- 8% - Construction / Maintenance
- 8% - Production / Transportation

With Managerial/Professional positions comprising 48% of the City of Friendswood's employment section, as illustrated in Figure 2.8, there arises a potential need to ensure accessibility to recreational activities for this demographic. Integrating related amenities and programming within parks could enhance their overall experience, aligning with the preferences and lifestyle of this segment of the population.

Figure 2.8 Employment by Occupation



Top Employers

- Friendswood Independent School District (FISD)
- H.E. Butt Grocery Company
- Kroger Texas, LP
- City of Friendswood
- Clear Creek Independent School District (CCISD)
- University of Texas Medical Branch (four locations)
- Friendship Haven Healthcare and Rehabilitation
- McDonald's (two locations)
- U.S. Post Office
- Atria Assisted Living and Memory Care

Managerial / Professional: This category includes roles such as executives, managers, consultants, and professionals in fields such as law, finance, engineering, and healthcare and encompass individuals who are responsible for establishing plans, policies, and organizational strategies, directing business operations, and overseeing personnel, products, and services.

Sales and Office: Positions include sales representatives, retail workers, customer service representatives, and administrative personnel who manage various office tasks. Sales professionals are primarily involved in selling goods and services or facilitating transactions between buyers and sellers within specific markets, such as real estate or securities.

Service Occupations: Encompasses a diverse range of roles aimed at attending to clients' needs, promoting wellness, and ensuring public safety. Individuals typically work in beauty salons, fitness centers, spas, and similar establishments, providing services such as hairstyling, massage therapy, personal training, and skincare treatments. Additionally, service workers in this category may include professionals who offer counseling, therapy, or other forms of support to help individuals cope with challenges and improve their overall well-being. Moreover, workers in public safety roles, such as police officers, firefighters, and emergency medical technicians, also fall under this category, as they play a crucial role in maintaining community safety and responding to emergencies.

Construction / Maintenance: Construction laborers and helpers are responsible for performing tasks including handling materials and tools, assisting skilled workers, and maintaining cleanliness and organization in work areas. General maintenance and repair workers specialize in maintaining and repairing machines, mechanical equipment, and buildings to ensure optimal performance and longevity.

Production / Transportation: Workers in the production and transportation sector fulfill essential roles in assembling goods, distributing energy, and facilitating the movement of people and goods.

Previous Planning Efforts

Previous planning efforts, which include **Vision 2020** and the **City of Friendswood Parks Master Plan, 2010**, serve as valuable resources that inform current decision-making, guide future development, and ensure that the City of Friendswood continues to evolve in a manner that reflects the needs and aspirations of its residents.

Vision 2020

Vision 2020 is a report from the Friendswood Economic Development Commission, which was published in 1998. The primary focus of the report addresses the economic outlook for the community including aspects such as:

- Land Use
- Residential Density
- Community Services and Lifestyle Amenities that included streets, roads, parks, utilities, drainage, public safety, and schools.
- Target Markets to increase the tax base.
- Zoning Adjustments to balance a more realistic market split.
- Business Recruiting
- Commercial and Industrial build-out



City of Friendswood Parks Master Plan, 2010

The current Parks Master Plan was adopted in 2010. At that time, the objectives of the Plan were to:

- Develop Lake Friendswood Park with piers, trails, and a pavilion.
- Expand trails by developing hike and bike and nature trails.
- Upgrade to lighted sports fields for soccer, football, baseball and softball.
- Build a new Community Center for senior, youth, and adult programming.



The Plan lists seven goals with priorities and its respected timeline:

1. Provide a parks system that meets the total recreation and leisure needs of the community to foster health and wellness (1-7 years).
2. Establish connections and access through hike and bike trails to and from parks, green spaces, neighborhoods, workplaces, schools, and shopping centers within the city; and extend linkages to neighboring communities and regional trail systems (3-5 years).
3. Develop additional neighborhood parks (5-10 years).
4. Advertise a park system that results in long-term economic benefits including tourism, enhanced real estate values, and attracts commercial establishments (3-10 years).
5. Promote the development of a parks, recreation and green space system that will support the region's strategy to address population growth by encouraging the development of communities where people can live, work, and play with less reliance on their cars (3-5 years).
6. Increase participation in outdoor recreation (1-10 years).
7. Enhance the quality of outdoor recreation (1-3 years).

Existing Parks

The City of Friendswood includes twelve parks and public spaces available to the community to enjoy. Below is quick description of these facilities. Most of these images and descriptions were taken from the current City of Friendswood Parks Mater Plan, 2010.¹

1 "Document Center • Friendswood, TX • CivicEngage." Accessed April 24, 2024. <https://www.ci.friendswood.tx.us/DocumentCenter/Index/29>.



Old City Park

The location of the 4th of July celebrations is the 11.9-acre park, which features three soccer fields, one of which doubles as a ball field. Additionally, the park is equipped with restroom facilities, picnic tables complete with two BBQ pits and a covered pavilion, play structures for children, a dog park, and designated nature areas for leisurely exploration.



Stevenson Park

Established in 1973, Stevenson Park spans 16.5 acres and was acquired from the Vincent Stevenson estate, from which it derives its name. This park boasts a variety of amenities, including a swimming pool and splash pad, four illuminated tennis and pickleball courts, a basketball court, three volleyball courts, numerous picnic tables, two covered pavilions, adaptive playground equipment, disk golf course, fairy trail, and a .68-mile walking trail. Notably, Stevenson Park serves as the venue for the popular "Concerts in the Park" event.



1776 Memorial Park

Donated to the city by Mary Louise Fitch Soule and Harold M. Soule, this 12.6-acre park is characterized by its natural wooded setting and features a kayak ramp/canoe launch. Parking is provided at the entrance.



Corporal Steven Schulz Sportsark

Situated in the southwest corner of the city, the 27-acre sports park caters to the Girls Softball Association with restroom facilities, and concession stands. The complex features four youth and four adult softball fields.

Existing Parks Continued



Leavensley Park Jones Hangar Neighborhood Park

Primarily serving as a venue for indoor recreation activities, family reunions, and square-dancing events, the park features a historic airplane hangar that adds to its unique charm. The on-site parking lot provides a hard-surfaced area ideal for basketball. Moreover, the park is adorned with numerous shade trees, playground equipment, and outdoor seating.



Lake Friendswood Park

As the newest addition to the Friendswood community, Lake Friendswood Park includes two fishing docks, one kayak/canoe launch, one pavilion with four picnic tables, benches, and small barbecue pits. The 33-acre lake is stocked four times a year by the Texas Parks & Wildlife.



Renwick Park

Originally purchased from the Friendswood School district, Renwick Park consists of 19 acres with nine lighted fields, batting cages, concession stand, and restrooms.



Activity Building

The Activity Building houses the Friendswood Senior Citizen Program and provides fitness classes and meeting room space to the whole community.

Existing Parks Continued



Centennial Park

A 55-acre park with one multipurpose field, one football field, two lacrosse fields which double as dry detention areas, six soccer fields, playground structure, two pavilions with a concession stand and basketball pavilion, jogging trail, restrooms, amphitheater, and a 3.5-acre stocked retention pond for catch and release fishing.



Lance Corporal Wesley J. Canning Park

This park includes a 0.9-mile walking path with benches, trash cans, and dog waste stations. The park serves as a memorial to honor the memory of Lance Corporal Wesley J. Canning, a brave Marine who made the ultimate sacrifice while serving during Operation Iraqi Freedom. This park stands as a tribute to his courage and sacrifice, ensuring that his memory lives on in the hearts of those who visit.



Future Bay Area Park Location

Bay Area Park

This 46.8-acre tract remains a pristine, undeveloped area that preserves its natural wooded landscape. This future park includes a serene pond at its center, surrounded by dense trees and lush vegetation, providing a habitat for local wildlife.



Source: <https://communityimpact.com/houston/pearland-friendswood/environment/2021/09/29/friendswood-makes-progress-on-multiple-flood-mitigation-projects/>

Forest Bend Park

Forest Bend Park serves a dual function, providing both recreational amenities and flood mitigation measures. Featuring a detention basin project spanning 53 acres, it serves as floodplain storage, effectively mitigating the risk of flooding in Friendswood. Additionally, the park offers various recreational opportunities, including concrete trails, solar lighting, and a 1.2-mile walking and running route, ideal for fitness enthusiasts seeking an easy workout.

Community Engagement

One of the key components to the planning process is to engage the general public for their input and suggestions, then incorporate the wants, needs, and concerns of the community into the plan. This Parks Master Plan is intended to guide City investment decisions in parks and recreation that best serve the community. A series of public engagement strategies were used throughout this planning process to gain an understanding of the community's wants, needs, and priorities regarding their parks system.



Public engagement meeting at the Senior Center on
January 30, 2024
Photo courtesy of EHRA Engineering



Public engagement meeting at the Senior Center on
January 30, 2024
Photo courtesy of EHRA Engineering

Stakeholder Groups

A series of stakeholder meetings were held during the public engagement process. Information collected during these meetings helped shape the community survey and formulate the questions at the open house meetings. The ideas generated from the meetings were formulated as recommendations into the Plan. Meetings with nine different stakeholder groups were conducted and three open house meetings were held for public input.

Stakeholders were categorized into groups based on their areas of expertise, which included:

- City of Friendswood Parks and Recreation Board
- Keep Friendswood Beautiful
- City of Friendswood Department Representatives
- City of Friendswood Planning & Zoning Commission
- Senior Citizen Advisory Committee
- Community Stakeholders

Public Survey

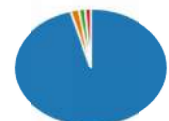
An online survey was undertaken as part of the master planning process. This survey sought the public's opinion on the overall parks, facilities, and trails system in the City of Friendswood. A total of 763 community members responded to the survey. The input and feedback gathered were instrumental in assessing the parks system and setting goals and priorities for the plan.

COF Survey Questions

763 Responses 15:35 Average time to complete Closed Status

1. Do you live in Friendswood?

Yes	730
No, but I live in Harris County	13
No, but I live in Galveston Cou...	10
No, but I live in Brazoria County	9



Plan Vision and Goals

A vision statement serves as a navigational tool for elected and appointed officials, to guide the priorities of City staff, fosters community backing for the future advancement of parks and recreation in the City of Friendswood. The vision statement presented for the Parks Master Plan emerged from insights gathered during engagements with the City and stakeholders.

Friendswood's vision for their parks and recreation system is reflected in the community's outlook for the future. This vision, shaped through various engagement initiatives, forms the cornerstone of the goals and priorities outlined in this Plan.

Key findings from public engagement efforts are integrated into Chapter 3 titled "Inventory, Assessments, Needs, and Recommendations."

"Our vision is to elevate Friendswood's park system by constructing advanced recreational centers, upgrading existing facilities, and creating a cohesive network of trails. We are committed to providing safe, well-lit, and accessible spaces that cater to diverse recreational needs, fostering a dynamic and active community environment."



Source: City of Friendswood Facebook

Park Master Plan Goals

Establishing goals for a master plan lays the groundwork for future decisions and developments in parks and recreation. These goals also serve as criteria for evaluating the recommendations outlined in this Master Plan. Setting goals is crucial to the planning process as they provide a framework for the City's developmental decisions throughout the Plan's lifespan. It is important to emphasize that the goals articulated in the Plan are a culmination of ideas, input, and priorities gathered from extensive engagement with citizens, City staff, and elected and appointed officials.

The goals below will be further refined into a detailed series of objective and action recommendations in Chapter 4, "Parks and Trails Action Plan".

Goal 1: Construct a cutting-edge recreation center

Goal 2: Upgrade the restroom facilities within existing parks and add restroom facilities to new parks

Goal 3: Establish a trail network that connects parks, schools, and business hub centers

Goal 4: Add parking facilities at trailheads, sports venues, and event venues

Goal 5: Build a new city swimming pool

Goal 6: Enhance lighting at parks and recreation venues

Goal 7: Enrich sports venues with facilities for adaptive play and multi-use fields.

Goal 8: Incorporate versatile sports courts in park facilities

Goal 9: Improve existing amphitheater and construct a new amphitheater as needed

Goal 10: Build a skate park and BMX bike park

Parks Master Plan

City of Friendswood

Inventory,
Assessments,
Needs, and
Recommendations



Assessing Park and Recreation Needs

To effectively plan for the future of the City of Friendswood's parks and recreation system, it is crucial to understand the existing amenities of the city's parks. This understanding will help identify where the current system meets expectations and where it falls short. The City of Friendswood has a network of 13 parks and recreation facilities distributed throughout the city and its extraterritorial jurisdiction (ETJ), as shown in Map 3.1. These parks encompass approximately 340 acres of parkland, offering a variety of recreational opportunities.

By analyzing the current inventory and condition of facilities, comparing that data with local level-of-service ratios, considering the opinions voiced by the community, and evaluating available local resources, this Parks Master Plan will develop a clear picture of what is currently deficient and where opportunities exist within the parks system.

Park Classifications

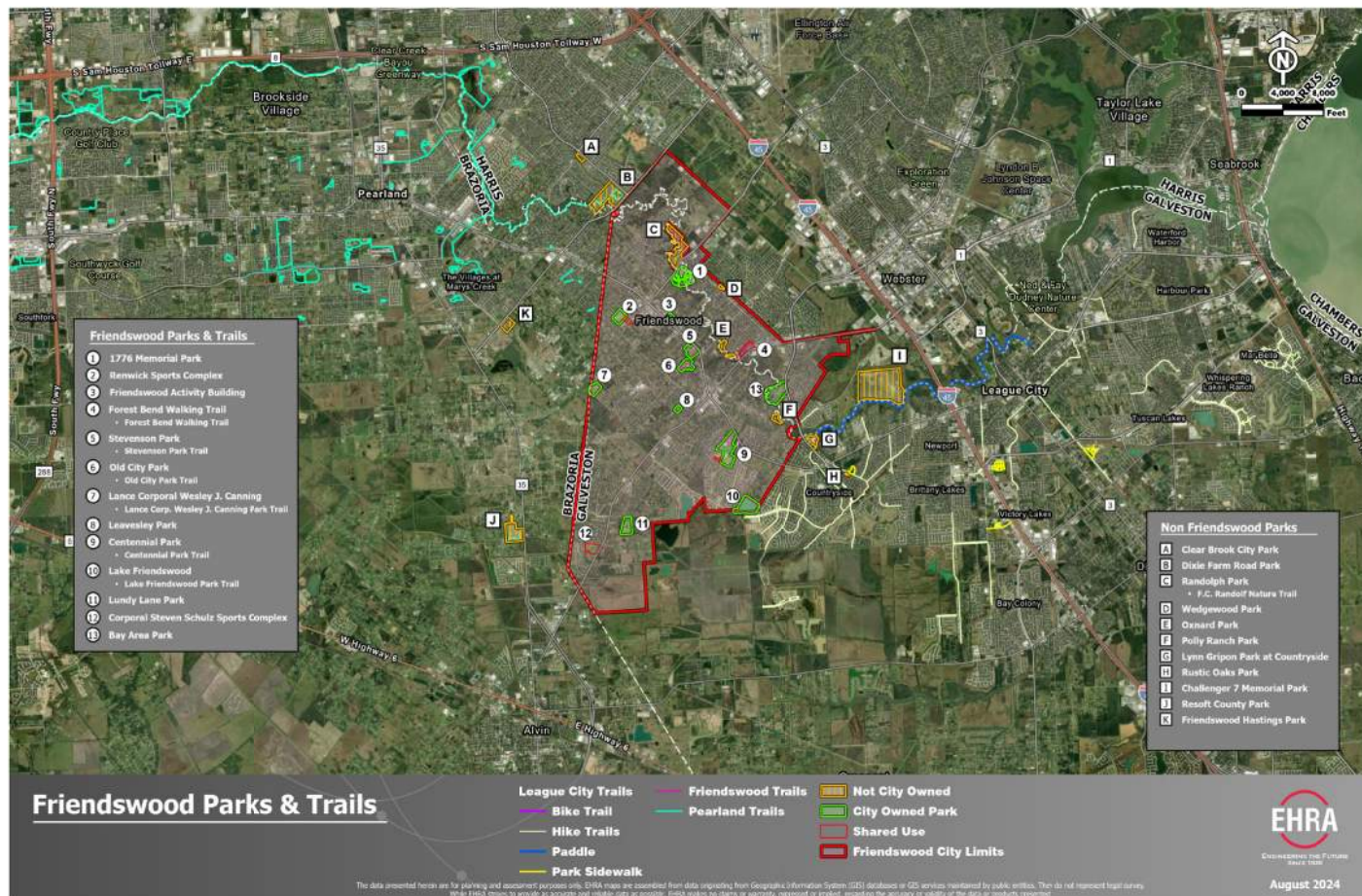
Different park types serve different purposes, areas, and intended users. Understanding these differences assists in identifying gaps and overlap in the overall system and whether or not existing facilities are addressing the current park, recreation, and open space needs of the city.

- **Regional Parks:** Designed to serve the entire city and beyond. A regional park often becomes a premier destination due to its extensive range of facilities and activities. These parks may also encompass regionally significant natural resources. They are planned to accommodate large numbers of visitors for events and are typically located near highways or major arterials to ensure easy access from various parts of the city. The service area for a regional park can extend up to a 50-mile radius, depending on the site's features. The size of these parks can vary significantly, ranging from less than 10 acres to several thousand acres.¹
- **Community Parks:** Designed to provide a wide range of recreational activities, such as athletic fields, sport courts, swimming pools, hiking and biking trails. Additionally, they often host community events, and therefore must provide sufficient parking. They can contribute to the community's identity through their historical context and appeal to all age groups. Community parks should be located near major thoroughfares and typically serve a one to two-mile radius to ensure accessibility to the entire community. Community parks need to be large enough to support various facilities, allow for unstructured recreation, preserve natural areas, and provide room for future growth. The size of these parks generally ranges from 10 to over 50 acres.²
- **Neighborhood "Local" Parks:** These public green spaces are designed to serve specific neighborhoods or communities within a city. They provide a mix of recreational opportunities within easy walking distance of residential neighborhoods. They may not include major recreational facilities or large undisturbed habitats. Amenities may include greenspaces, athletic fields, playgrounds, walking trails, and park benches. Centrally situated in various neighborhoods, they offer safe and convenient pedestrian access for local residents. The size of neighborhood parks are typically smaller, often less than five acres, which is determined by existing physical conditions and availability of land.³
- **Shared Use:** A park may encompass areas or facilities that, while not owned by the City, are maintained by the City under an agreement and made available for public use. Such shared-use areas enhance the community's recreational resources by expanding access to facilities that might otherwise be limited. For instance, a football field owned by a school but adjacent to a city-owned park might be included as part of the park's amenities. Under this arrangement, the City ensures the field is properly maintained, allowing the public to utilize it as if it were a dedicated part of the park itself. This collaborative approach maximizes the use of available land and facilities, providing additional recreational opportunities for the community.

¹ Metropolitan Council. "About Regional Parks and Trails." Accessed June 5, 2024. <https://metro council.org>.

² miraclerecreation. "The Importance of Parks in Your Community." Miracle Recreation, September 24, 2019. <https://www.miracle-recreation.com/blog/benefits-of-parks-in-your-community/>.

³ The Western Planner. "National Report Identifies Strategies to Improve Usage of Neighborhood Parks," November 28, 2018. <https://www.westernplanner.org/2019/articles/2018/11/28/national-report-identifies-strategies-to-improve-usage-of-neighborhood-parks>.



Map 3.1, City of Friendswood Parks, Trails, and Facilities Inventory
Map courtesy of EHRA Engineering



Photos courtesy of the City of Friendswood

A Comprehensive Inventory Assessment

The subsequent pages present comprehensive profiles of each city-owned park. These profiles highlight the challenges and prospects at each park, which is crucial for determining the priorities within the parks system. Each profile comprises of the following details:

- Size;
- Park type;
- Surrounding uses;
- Accessibility; and
- Description of existing conditions and potential opportunities.



Photo courtesy of the City of Friendswood

1. Old City Park

Size: 14.7 acres

Park Type: Community

Surrounding Land Uses: Situated north of the Good Shepherd Episcopal Church, east of The Church of Jesus Christ of Latter-day Saints, and west of South Friendswood Drive. This area lies southwest of downtown Friendswood, near Cowart Creek and Stevenson Park. It is predominantly surrounded by residential development.

Accessibility: The main vehicular access point is off of Briarmeadow Avenue, which serves as the primary entrance with parking. Another access point is off Merriewood Drive, closest to the dog park, though street parking is not permitted there. Additionally, there is access from Winding Way Drive, leading to a walking trail and pedestrian bridge, which connects to Stevenson Park.

Existing Amenities: The park features three soccer fields, one of which doubles as a ball field. It is equipped with parking, restroom facilities, picnic tables, BBQ pits, a covered pavilion, a concrete ping pong table, a walking trail, children's play structures, a dog park, and designated nature areas for leisurely exploration. Additionally, a pedestrian bridge over Cowart Creek connects Old City Park to Stevenson Park.

Proposed Enhancements: There is an opportunity to add parking and upgrade the current parking lot with lighting. Public feedback gathered during engagement activities highlighted several suggestions, including the addition of bocce ball courts, agility equipment for dogs, the creation of running trails, and expanding the existing dog park to accommodate more users. According to the pie chart on page 43, which outlines the amenities the community most desires to see improved, trails and the dog park received the highest number of votes. This indicates a strong community interest in enhancing these specific areas to better meet the needs of park users.



Map 3.2, Old City Park

Map courtesy of EHRA Engineering



Photos courtesy of the City of Friendswood



2. Stevenson Park

Size: 18.0 acres

Park Type: Community

Surrounding Land Uses: The park is located behind Friendswood City Hall, situated along South Friendswood Drive. It's positioned to the northeast of Old City Park and Cowart Creek, to the west of Clear Creek, and within downtown Friendswood.

Accessibility: The main entrance to the park is accessed via South Friendswood Drive. Cedarwood Drive offers access and parking to the north of the park, while Shadwell Lane provides access and parking to the south.

Existing Conditions: Established in 1973 and acquired from the Vincent Stevenson estate, Stevenson Park stands as the City of Friendswood's signature park. This versatile space offers enjoyment for the whole family and hosts the popular "Concerts in the Park" series. Its amenities include a lap pool, lighted gazebo, disc golf course, a large lighted Rotary pavilion, a small lighted Rotary pavilion, four lighted and fenced tennis and pickleball courts, three lighted sand volleyball courts, a lighted outdoor basketball court, a 0.68-mile jogging trail with an improved all-weather, rubberized walking surface, four playgrounds catering to various ages and abilities, a three-section splash pad with different spray features, ample parking, small splash pad pavilion, and a pedestrian bridge connecting to Old City Park.

Proposed Enhancements: Enhancing the park by adding more parking spaces and updating the pool are recommended improvements. Public feedback from engagement activities also highlighted the need to expand the summer camp program, particularly by providing a larger facility to accommodate youth participation. This amenity is highly valued by the community. Additionally, there is strong support for interconnecting the trail system to create a cohesive network throughout the city. Suggestions include establishing a meditation area, installing a rules board for open play at the pickleball courts, and adding trails or sidewalks across and under the bridge at 518 near Winding Way. According to the pie chart on page 43, the playground, trails, and gathering areas are the amenities the community most desires to see improved.



Map 3.3, Stevenson Park
Map courtesy of EHRA Engineering



Photos courtesy of the City of Friendswood

3. 1776 Memorial Park

Size: 34.1 acres

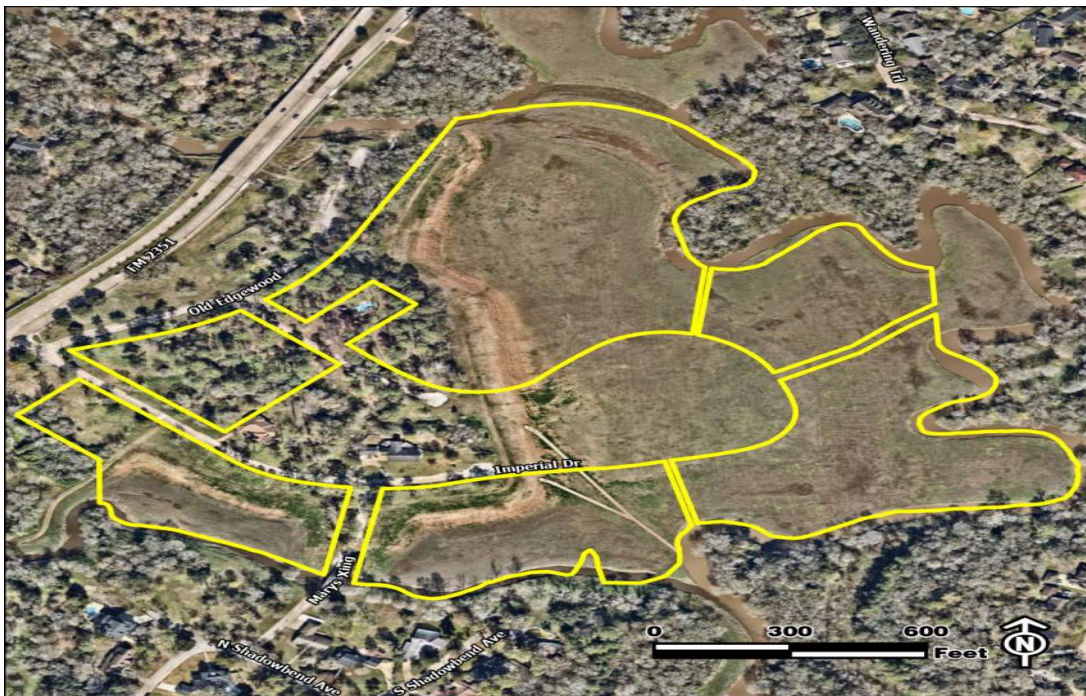
Park Type: Regional

Surrounding Land Uses: Bordered by Clear Creek to the north and south, the park is adjacent to the Imperial Estates subdivision and situated just south of Frankie Carter Randolph Park.

Accessibility: The park is situated off of FM 2351, with access and parking available from Old East Edgewood and Imperial Drive.

Existing Conditions: Dedicated on July 4, 1976, this natural parkland honors all individuals who have served in the armed forces and was generously donated to the city by Mary Louise Fitch Soule and Harold M. Soule. Offering scenic views of nature and wildlife, the park features a canoe/kayak ramp for enthusiasts to explore Clear Creek. Additionally, the park serves as the Harold Whitaker Storm Water Basin.

Proposed Enhancements: Installation of restrooms, addition of lighting and benches, planting of shade trees, development of walking and biking trails, and the creation of bird-watching stations are a few proposed enhancements. Incorporating a treehouse canopy playground could also be an exciting addition, offering a natural play experience that aligns with the park's environment and serves as a unique attraction for the youth.



Map 3.4, 1776 Memorial Park
Map courtesy of EHRA Engineering



Photos courtesy of EHRA Engineering

4. Corporal Steven Schulz Sportspark

Size: 24.4 acres

Park Type: Regional

Surrounding Land Uses: Surrounded by residential development, the park is situated just north of the American Canal, east of Dickinson Bayou, west of FM 528, and south of the Windsor Estates subdivision.

Accessibility: Moore Road provides access to both softball field quadrants and parking for each. The larger softball field quadrant along the west boundary can be accessed from FM 528.

Existing Conditions: This facility contains four lighted adult softball fields, four lighted youth softball fields, concession stands, and restrooms.

Proposed Enhancements: The online survey revealed that the community is interested in having more food trucks as an amenity. Corporal Steven Schulz Sportspark presents an ideal location for food truck vendors, especially during tournaments or sporting events, providing participants with convenient dining options.



Map 3.5, Corporal Steven Schulz Sportspark
Map courtesy of EHRA Engineering



Photos courtesy of EHRA Engineering

5. Leavesley Park Jones Hangar Neighborhood Park

Size: 3.0 acres **Park Type:** Neighborhood

Surrounding Land Uses: North of Chigger Creek, south of Friendswood High School, and residential development surrounds the park.

Accessibility: Located off of Buckingham Drive, just north of FM 528.

Existing Conditions: A historic airplane hangar located on the property was repurposed to serve as a venue for indoor recreation activities and events, and includes on-site parking. Furthermore, it includes outdoor space, numerous shade trees, playground equipment, and outdoor seating.

Proposed Enhancements: A new playground and a kitchen renovation are some proposed enhancements. The online survey showed a strong interest in having a farmer's market, and Leavesley Park Jones Hangar could serve as an excellent venue for hosting indoor and outdoor vendor spaces, as well as a community garden. Additionally, this park could be renovated to accommodate indoor courts for sports like volleyball or basketball.



Map 3.6, Leavesley Park Jones Hanger Neighborhood Park
Map courtesy of EHRA Engineering



Photos courtesy of the City of Friendswood

6. Renwick Park

Size: 24.4 acres

Park Type: Regional - Shared Use

Surrounding Land Uses: North of Westwood Elementary School and Cowart Creek, west of Friendswood Methodist Church, and surrounded by residential development.

Accessibility: The site is accessible from Stadium Lane, which provides ample parking. Additional access is available from Mary Ann Drive.

Existing Conditions: The city-owned portion of the park spans 16.4 acres and features ten lighted multipurpose fields, which are utilized by various youth and adult sports leagues. The park also includes batting cages, a concession stand, and restrooms. Additionally, there is a 7.9-acre shared-use area owned by Friendswood ISD. Under an agreement with the City of Friendswood, this area is maintained by the city and provides additional multipurpose fields available for public use.

Proposed Enhancements: Upgrading the drainage of fields, enhancing lighting, installing better bleachers, and adding more shaded areas are a few suggestions for improvement. The online survey also revealed a strong community interest in increasing the number of bike racks for students biking over from the school.



Map 3.7, Renwick Park
Map courtesy of EHRA Engineering



Photos courtesy of the City of Friendswood

7. Centennial Park

Size: 62.8 acres

Park Type: Regional - Shared Use

Surrounding Land Uses: Centennial Park is situated north of Friendswood Junior High. To the east, there is a commercial area including a gas station along Old Road. Friendswood Fire Station No. 1 is located to the west, while Chigger Creek is north of the park. Additionally, the park is surrounded by residential neighborhoods.

Accessibility: Manison Parkway runs between South Friendswood Drive and Falcon Ridge Boulevard, and leads to the main entrance of the park, which offers ample parking. Additionally, Friendswood Junior High provides adjacent parking for visitors.

Existing Conditions: The city owned portion of the park includes 58.9 acres and features a 3.5-acre stocked retention pond for fishing, which does not require a license. Amenities include two picnic pavilions, a half-mile paved hiking and jogging trail, a playground structure, a concession stand, restrooms, a multi-court basketball pavilion, six lighted soccer fields, one small lighted practice field, two lighted football fields with scoreboards, two lacrosse fields that double as dry detention ponds, a four-lane recreational track, and the Evelyn B. Newman Amphitheater, which seats 186 people. A popular event is the summer movie nights in the park. There is a 3.9-acre shared-use area owned by Friendswood ISD. Under an agreement with the City of Friendswood, this area is maintained by the city and provides additional multipurpose fields available for public use.

Proposed Enhancements: According to feedback gathered from public engagement exercises, there have been numerous requests for additional goals and backstops. Upgrading to turf fields would accommodate lacrosse and other sports. Additionally, the community has expressed a need for a simpler process to sign up for field rentals, more frequent repainting of fields, and increased availability of open fields. The playground and soccer fields have been identified as the top priorities for improvement, with the community also expressing a desire to enhance the existing amphitheater.



Map 3.8, Centennial Park
Map courtesy of EHRA Engineering



Photos courtesy of the City of Friendswood and
EHRA Engineering

8. Lake Friendswood Park

Size: 43.5 acres

Park Type: Community

Surrounding Land Uses: Lake Friendswood Park is located within the West Ranch Subdivision, west of the Westwood Subdivision and north of Florence Campbell Elementary School.

Accessibility: Taking West Boulevard to Davis Prairie Lane leads to the entrance of the park, which provides parking. Another trailhead is located off of West Viejo Drive, however street parking is not permitted.

Existing Conditions: Lake Friendswood Park is the newest park in the City of Friendswood and includes a 33-acre stocked lake, two fishing docks, one kayak and canoe launch, a pavilion with four picnic tables, restrooms, benches, small barbecue pits, and a one-mile trail with adult fitness equipment stations that borders the lake.

Proposed Enhancements: The online survey highlighted an interest in enhancing the trails, boardwalk, and dock around the lake. Feedback from public engagement meetings suggested extending park hours, adding parking, and constructing additional fishing piers to help disperse crowds. There were also requests for separate bike lanes from runners/walkers on the trail, the addition of a playground, and the preservation of lake views for residents. To further improve the lake, suggestions included providing kayak and paddle board rentals, increasing safety measures, and restocking the lake with more fish.



Map 3.9, Lake Friendswood Park
Map courtesy of EHRA Engineering



Photos courtesy of the City of Friendswood

9. Activity Building

Size: 2.1 acres

Park Type: Community

Surrounding Land Uses: The Activity Building is located in downtown Friendswood amidst residential and commercial areas. It is positioned north of Bryan & Bryan Inspections, east of the Friendswood Public Library, and south of the Masonic Lodge.

Accessibility: Access to the building is available from both East Spreading Oaks Avenue and Morningside Drive, with parking available along both streets.

Existing Conditions: The Activity Building serves as the hub for the Friendswood Senior Citizen Program and offers fitness classes and meeting room facilities for the entire community.

Proposed Enhancements: The Activity Building is an ideal location for hosting a biweekly or monthly Farmer's Market. Conveniently located in downtown Friendswood, the Activity Building offers easy access and ample parking. Additionally, the large vacant parking lot behind the Activity Building can comfortably accommodate both vendors and customers. Further suggestions from the online survey include upgrading the Activity Building to include meeting spaces for social activities, dancing, and indoor athletic courts for basketball, volleyball, pickleball, and table tennis. There was also interest in offering cooking and crafting classes.



Map 3.10, Activity Building
Map courtesy of EHRA Engineering



Photos courtesy of EHRA Engineering



10. Lance Corporal Wesley J. Canning Park

Size: 13.7 acres

Park Type: Community-Shared Use

Surrounding Land Uses: Cowart Creek runs along the northern border of the park, while commercial establishments are situated to the south. Residential neighborhoods encompass the park from the east and west.

Accessibility: The park has access points along Baker Road, and Stonewall Pass Road. However, there is no designated paved parking area; visitors typically park on the grass.

Existing Conditions: This is a shared-use park owned by the Clear Creek Drainage District, but maintained by the City of Friendswood. This park functions as a dry detention basin and features a 0.9-mile walking path equipped with benches, trash cans, and dog waste stations. It also serves as a memorial to Lance Corporal Wesley J. Canning, a courageous Marine who sacrificed his life during Operation Iraqi Freedom.

Proposed Enhancements: Several suggestions gathered from public input include installing a bike trail around the drainage basin, using either concrete or crushed granite. Additionally, the basin could accommodate practice fields. The site would also benefit from the addition of parking facilities and a restroom.



Map 3.11, Lance Corporal Wesley J. Canning Park
Map courtesy of EHRA Engineering



Photos courtesy of the City of Friendswood

11. Bay Area Park

Size: 53.1 acres

Park Type: Community

Surrounding Land Uses: Clear Creek borders the park on the north and west sides, while a municipal wastewater treatment facility, owned and operated by the Gulf Coast Waste Disposal Authority, is located to the south. Residential developments lie to the east of the park.

Accessibility: The park is accessed from Bay Area Boulevard.

Existing Conditions: This 46.8-acre park remains undeveloped, preserving its natural wooded landscape, with a serene pond located at its center. Initially donated to the City by the West Ranch Management District for a future flood control project, the site has since been expanded through the acquisition of 3.4 acres funded by drainage bonds. Efforts are ongoing to secure an additional 3.1 acres, bringing the total to 53.1 acres for the flood control project.

Proposed Enhancements: Suggestions from the online survey include adding dog-friendly trails, hiking and biking paths, a kayak/canoe launch near Clear Creek, as well as benches and restrooms along the trails. The pond in the center of the park could be developed into a stocked fishing pond with fishing docks and additional canoe/kayak launch areas. This park also presents a prime opportunity to create a botanical garden, another highly desired amenity according to the survey.



Map 3.12, Bay Area Park

Map courtesy of EHRA Engineering



Photos courtesy of the City of Friendswood

12. Forest Bend Walking Trail

Size: 23.2 acres

Park Type: Community-Shared Use

Surrounding Land Uses: Located within the Forest Bend Subdivision, Clear Creek borders the Forest Bend Walking Trail to the west. The Clear Creek Community Church is situated to the south, with some commercial development to the east. Friendswood Fire Station No. 3 and the Forest Bend Civic Building are located to the north, near the entrance to the park, and share a parking lot.

Accessibility: The park is adjacent to FM 528, with the main entrance located off of Townes Road, which includes parking.

Existing Conditions: The Forest Bend Walking Trail is a shared-use park owned by the Forest Bend Homeowners Association but maintained by the City of Friendswood. This park serves as floodplain storage and provides a range of recreational opportunities, including a 0.6-mile concrete trail, open space, and park benches. Additionally, the park features a basketball court and a community pool; however, these facilities are exclusively maintained by the Homeowners Association.

Proposed Enhancements: Recommended improvements along the trail include adding water fountains, refurbishing some of the park benches, repairing the pedestrian bridge that crosses the creek, and fixing sections of the sidewalk.



Map 3.13, Forest Bend Walking Trail
Map courtesy of EHRA Engineering



Photos courtesy of the City of Friendswood and EHRA Engineering

13. Lundy Lane Park

Size: 24.7 acres

Park Type: Community

Surrounding Land Uses: The tract for the future Lundy Lane Park (*name is subject to change*) is positioned east of the Friendswood Fire Station #2 and The Harbor Non-Denominational Church. Residential development envelops the rest of the tract.

Accessibility: Currently, there is no direct access to this tract. However, potential access points could be developed from El Dorado Drive to the east, FM 528 to the west, and either Country Club Drive or Mission Circle to the north.

Existing Conditions: The future Lundy Lane Park in the City of Friendswood is currently an undeveloped tract of land characterized by dense trees and a triangular pond at its center. Although the park currently lacks access, there is potential for a shared-use partnership with The Harbor Non-Denominational Church to utilize their parking facilities. This partnership could also support the development of a connecting road, providing convenient access to the park.

Proposed Enhancements: This park would be an ideal location to achieve several objectives outlined in Chapter 2 of this plan, including the construction of a new swimming pool, a skate park, and a BMX bike park. It could also accommodate additional practice fields for football, soccer, lacrosse, and tennis/pickleball courts, fulfilling the community's need for additional recreational facilities.



Map 3.14, Lundy Lane Park

Map courtesy of EHRA Engineering



Photos courtesy of the City of Friendswood



Parks Needs Assessment

As discussed in Chapter 2, public engagement is crucial for identifying community needs for park facilities and programming. A preliminary evaluation was conducted, as described in the previous section, to determine the types of parks and recreational opportunities considered valuable in Friendswood. This demand-based assessment reflects preferences expressed by the community during stakeholder meetings and a public survey. These engagement strategies helped to identify a variety of desires and concerns within the community. Key themes that emerged consistently during these meetings and throughout the planning process are outlined in the following sections.

In-Person Meeting Input - Parks

The following graphs illustrate the types of amenities the community most wishes to see improved in the parks listed below. Feedback was consolidated from the three in-person public engagement meetings held on the following dates:

1. January 26, 2024 - First meeting at the Public Library.
2. January 30, 2024 - Second meeting at the Senior Activity Center.
3. January 31, 2024 - Third meeting at the Public Library.

Figure 3.1 Stevenson Park

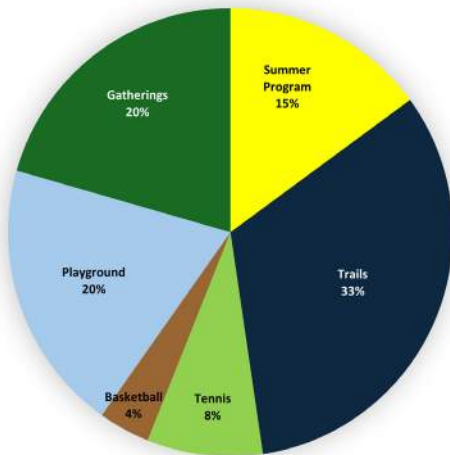


Figure 3.3 Old City Park

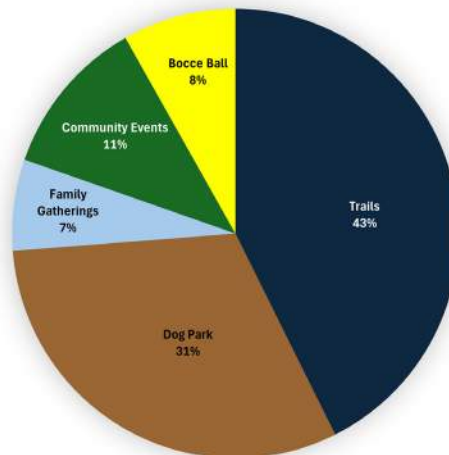


Figure 3.2 Centennial Park

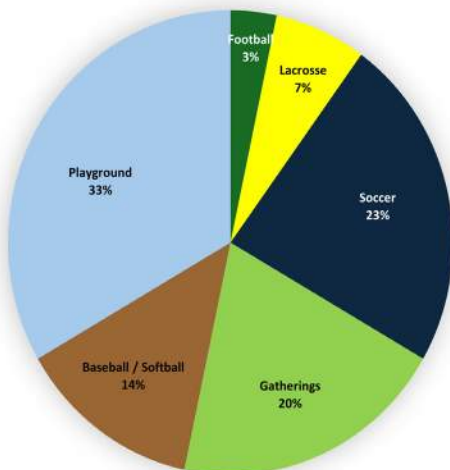
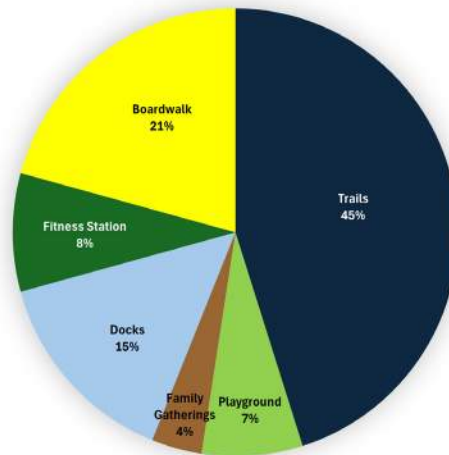


Figure 3.4 Lake Friendswood Park

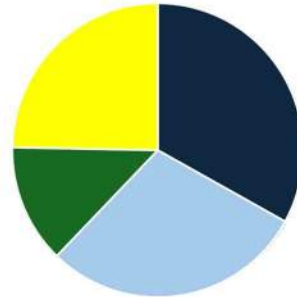


Online Survey Input - Parks

The following online survey questions highlight the community's preferences, needs, and priorities for the development and enhancement of park facilities.

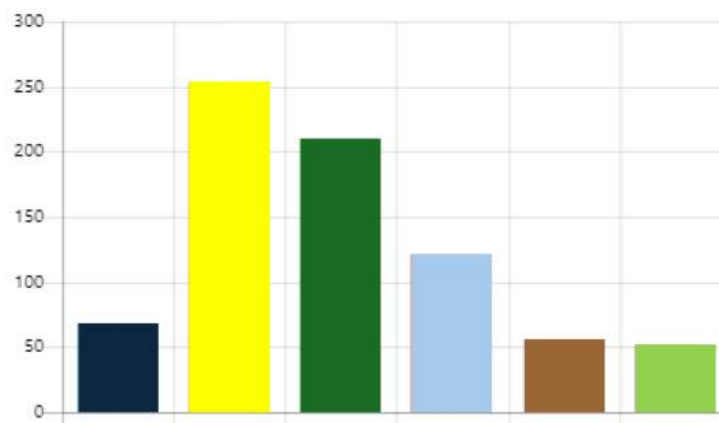
6. How do you currently use parks in the area?

Run / Jog / Walk	518
Leisure	457
Group events	205
Family time	387



8. In the past year, how often have you / member of your household used parks in the area?

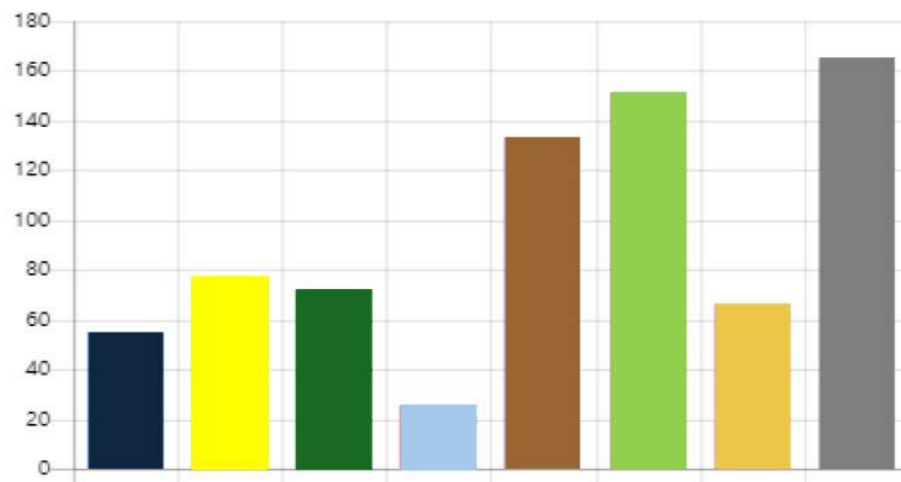
Daily	68
Weekly	254
Monthly	210
At least once in previous 3 mo...	121
At least once in previous 6 mo...	56
Once a year or less	52



Online Survey Input - Parks (Continued)

10. What hinders you from utilizing parks within the study area more often?

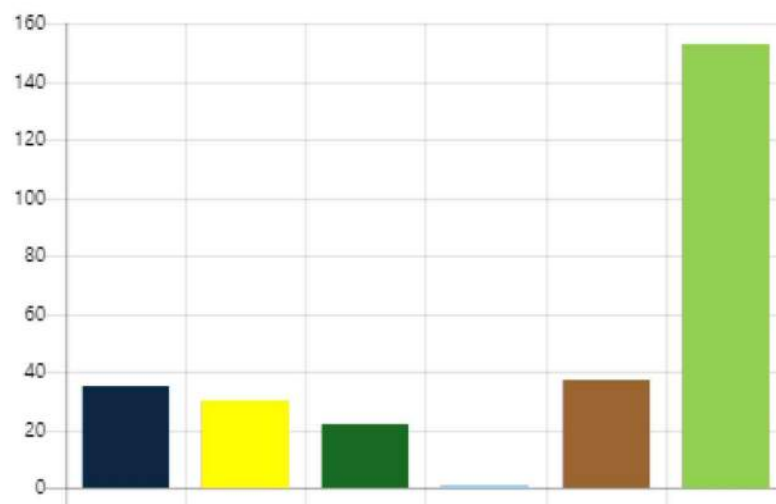
Not aware of parks	55
Amenities are lacking or not w...	77
Amenities outdated or in need...	72
Not interested in Parks	25
Facilities get overly crowded	133
Safety issues / concerns	151
No parking or access	66
Other	165



Online Survey Input - Parks (Continued)

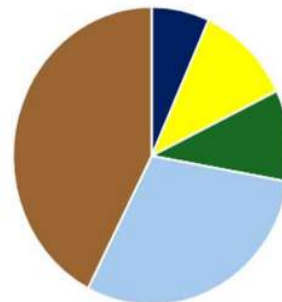
16. In the past 12 months, have you used the Leavesley Park Jones Hangar for:

Summer Program	35
Banquet	30
Dance classes	22
Quinceanera	1
Playground	37
Other	153



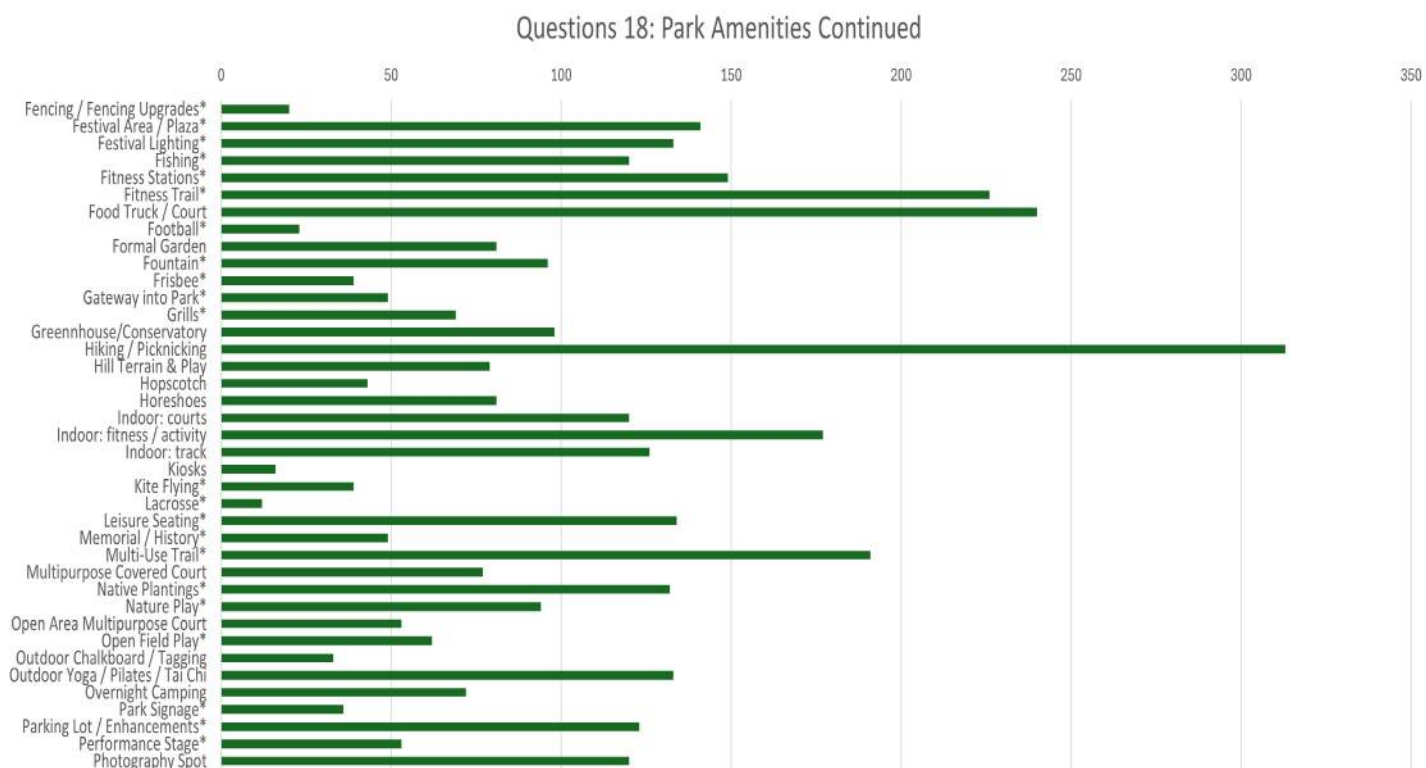
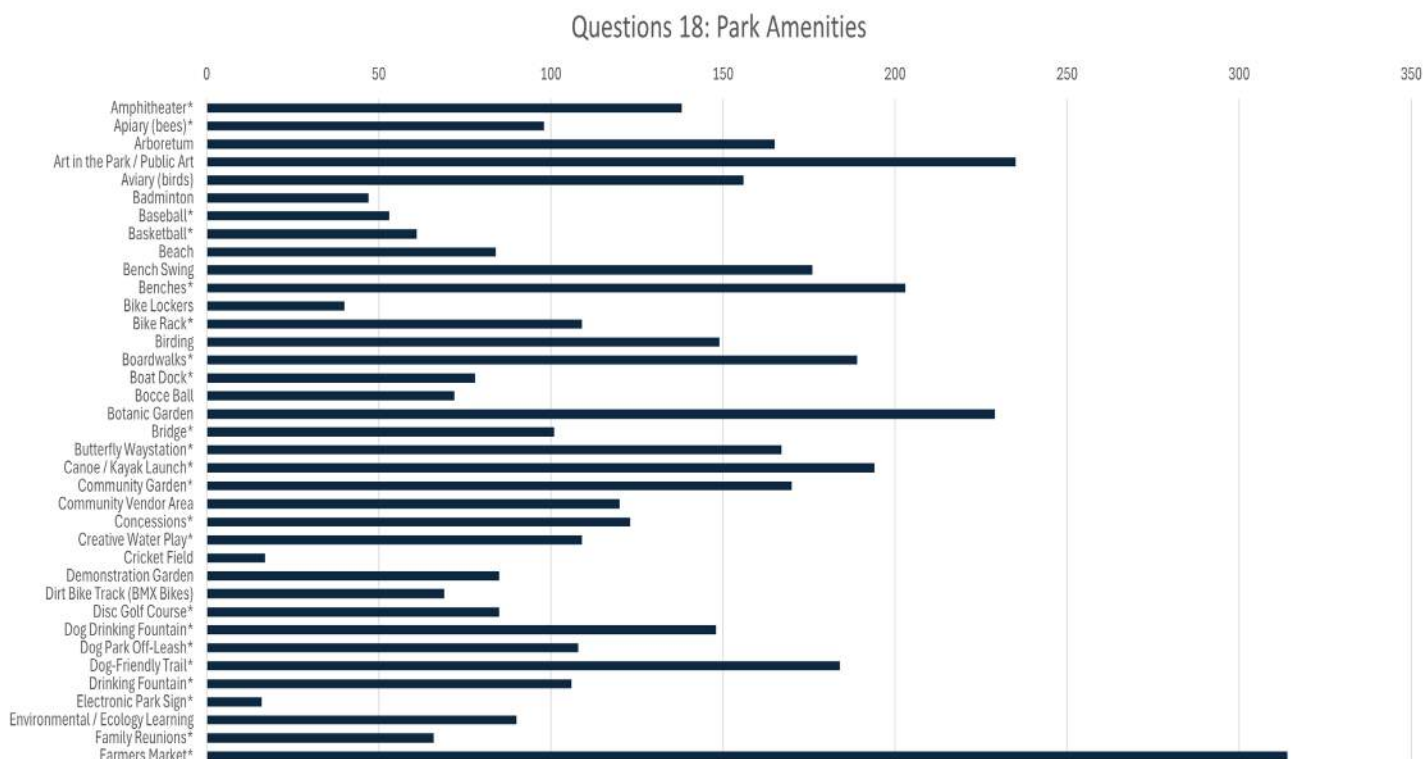
17. In the past 12 months, have you used the City Pool at Stevenson Park for:

Swimming Team	23
Swimming Lessons	38
Youth Summer Programs	34
Family Event	102
Other	145



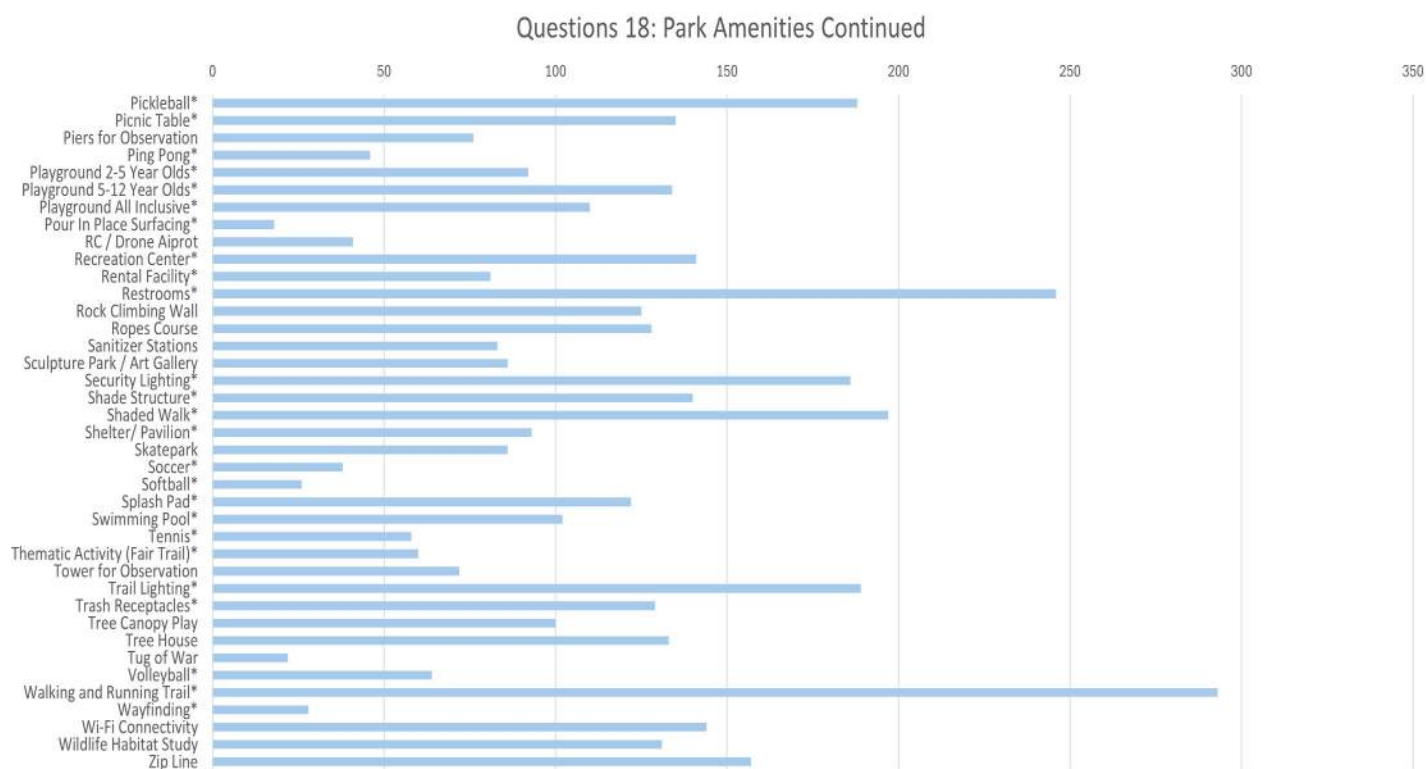
Online Survey Input - Parks (Continued)

18. Identify the amenities you would like to see more in improvements and planning of future and current parks. "*" indicates amenities offered in parks today. Select all that apply:



Online Survey Input - Parks (Continued)

18. Identify the amenities you would like to see more in improvements and planning of future and current parks. "*" indicates amenities offered in parks today. Select all that apply:



Parkland Acreage Level of Service

The parkland acreage level of service analysis assesses the amount of parkland in the City as a ratio of acreage to population, determining if the current and future acreage is sufficient to serve the population. The analysis, detailed in Figure 3.1, ensures that adequate parkland is allocated for community outdoor recreation needs and aids in future parkland planning and acquisition.

To establish an appropriate level of service for Friendswood, “target” levels were developed and incorporated into this Plan, reflecting the community’s usage patterns and interests. Currently, Friendswood has approximately 292.9 acres of city-owned parkland and 48.7 acres of shared-use parkland, totaling 341.6 acres. This equates to a level of service of 8.2 acres per 1,000 residents. However, with anticipated population growth, this ratio is expected to decline to 6.9 acres per 1,000 residents by 2030 and further decrease to 5.8 acres per 1,000 residents if the population reaches its max capacity at 58,000.

The 2024 National Recreation and Park Association (NRPA) Agency Performance Review indicates that the typical park and recreation agency has 10.6 acres of parkland per 1,000 residents. Based on this benchmark, the City of Friendswood is close to the target level of service but faces a current deficit of 91.2 acres. By 2034, to meet the recommended parkland acreage for a projected population of 49,408, Friendswood will need an additional 180.9 acres.

Given limited land availability, rather than acquiring large new parkland areas, the City should focus on developing and maintaining existing parkland to high standards and ensuring it is well-distributed throughout the City. Identifying and converting undeveloped tracts unsuitable for other development into parkland could also be beneficial.¹

Figure 3.1 Parkland Level of Service in the City of Friendswood

Park Classification	Existing Level of Service (LOS)				Recommended LOS (2024)			Recommended LOS (2034)	
	Acreage (City Park)	Acreage (Shared Use)	Total Existing Acreage (2024)	Current LOS (based on 40,833 population)	Recommended Target LOS (2024-2034)	Recommended Acreage (2024)	Surplus / Deficit Acreage (2024)	Recommended Acreage (based on 49,408 population)	Surplus / Deficit Acreage (2034)
Regional Parks	133.8	11.8	145.6	3.6 Ac./1,000 Residents	6.1 Ac. / 1,000 Residents	249.1	103.5 Ac. Deficit	301.4	155.8 Ac. Deficit
Community Parks	156.1	36.9	193	3.4 Ac./1,000 Residents	4.3 Ac. / 1,000 Residents	175.6	17.4 Ac. Surplus	212.5	25.9 Ac. Deficit
Neighborhood Parks	3.0		3.0	0.1 Ac./1,000 Residents	0.2 Ac. / 1,000 Residents	8.1	5.1 Ac. Deficit	8.6	5.6 Ac. Deficit
Overall Acreage	292.9	48.7	341.6	8.2 Ac. / 1,000 Residents	10.6 Ac. / 1,000 Residents	432.8	91.2 Ac. Deficit	522.5	180.9 Ac. Deficit

¹ “2024 NRPA Agency Performance Review,” n.d., pg 5 <https://www.nrpa.org/siteassets/research/2024-agency-performance-review.pdf>.

Park Accessibility

In addition to overall acreage, the location of parks is equally important. Although the City owns 341.6 acres of parkland, not all residents have easy access to these parks. Different types of parks and recreation amenities serve distinct functions and have varying service areas. Therefore, regional, community and neighborhood parks will be analyzed separately in the following sections.

Regional Park Accessibility

Regional parks are designed to serve the entire city and its surrounding areas. They host large-scale events, tournaments, and various activities. Due to their expansive size, diverse amenities, and potential access challenges arising from their location beyond city limits, a service area of five miles has been designated for these parks, as illustrated in Map 3.15.

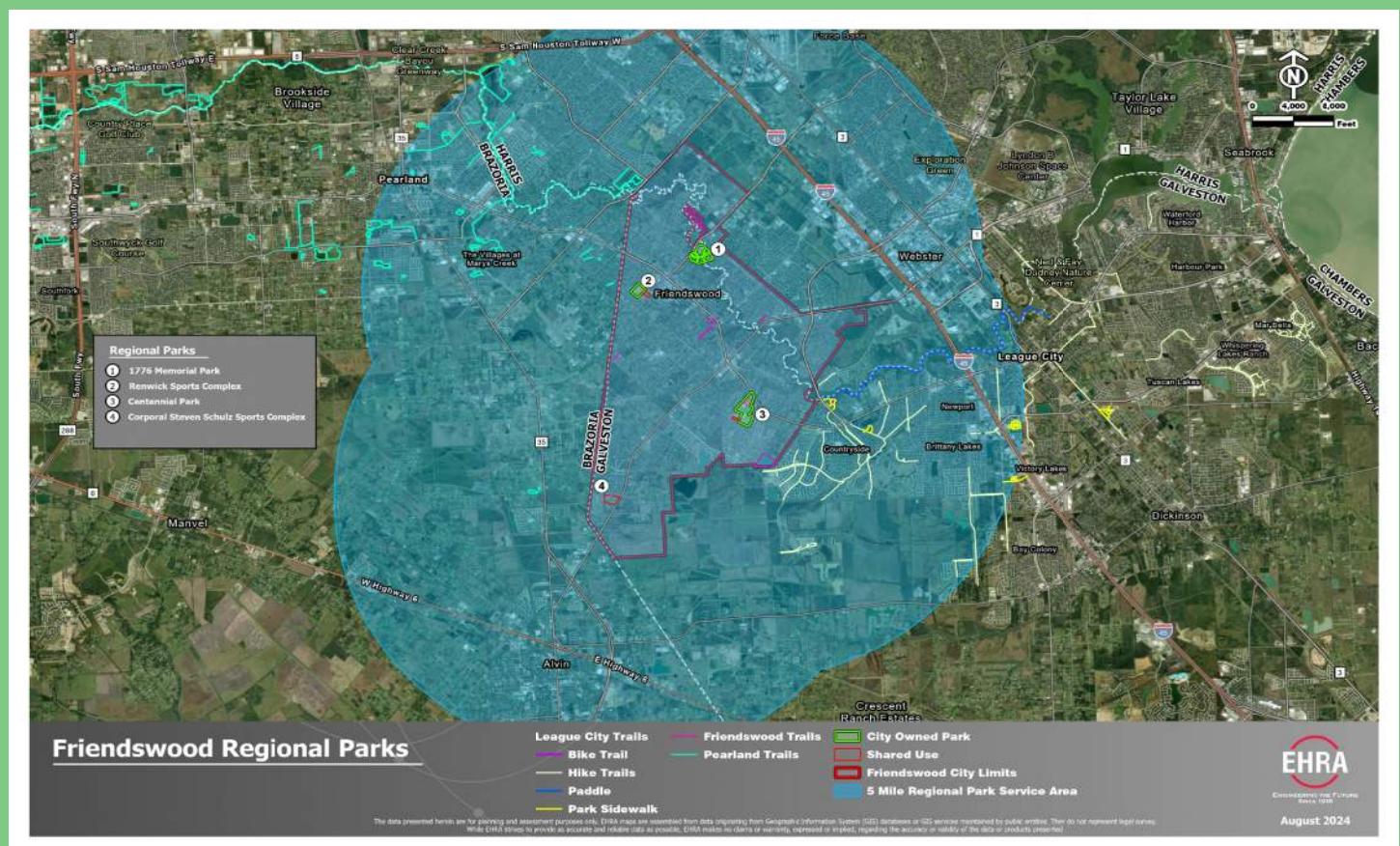
Regional Park Need Areas

Regional parks can attract visitors from areas outside the City of Friendswood. However, residents have expressed concerns about safety and overcrowding in these parks. To address safety issues, it is essential to ensure parks are not isolated, as isolation can attract crime.

Enhancing parks by planting trees and building shade structures can provide protection from the heat. Maintaining playground equipment and reinforcing it with shock-absorbent materials can help diffuse the impact of falls and prevent serious injuries.

To manage overcrowding, some residents suggest adjusting park hours or implementing entry fees to encourage visits during off-peak times. Additionally, promoting multimodal transportation options such as shuttles and multi-use paths can reduce vehicular congestion. Encouraging biking and walking can also help alleviate traffic and parking issues.

Map 3.15: City of Friendswood Regional Parks Service Area



Community & Neighborhood Park Accessibility

Community parks cater to several neighborhoods or a specific portion of a city, providing amenities for users within a one-mile service area, whether they walk or drive. In contrast, neighborhood parks are typically located centrally within a neighborhood or a cluster of smaller neighborhoods they aim to serve. Due to their proximity, these parks are often accessed on foot and should be easily reachable within a one-quarter-mile (ideal) or one-half-mile (standard) radius, accommodating reasonable walking distances for people of all ages.

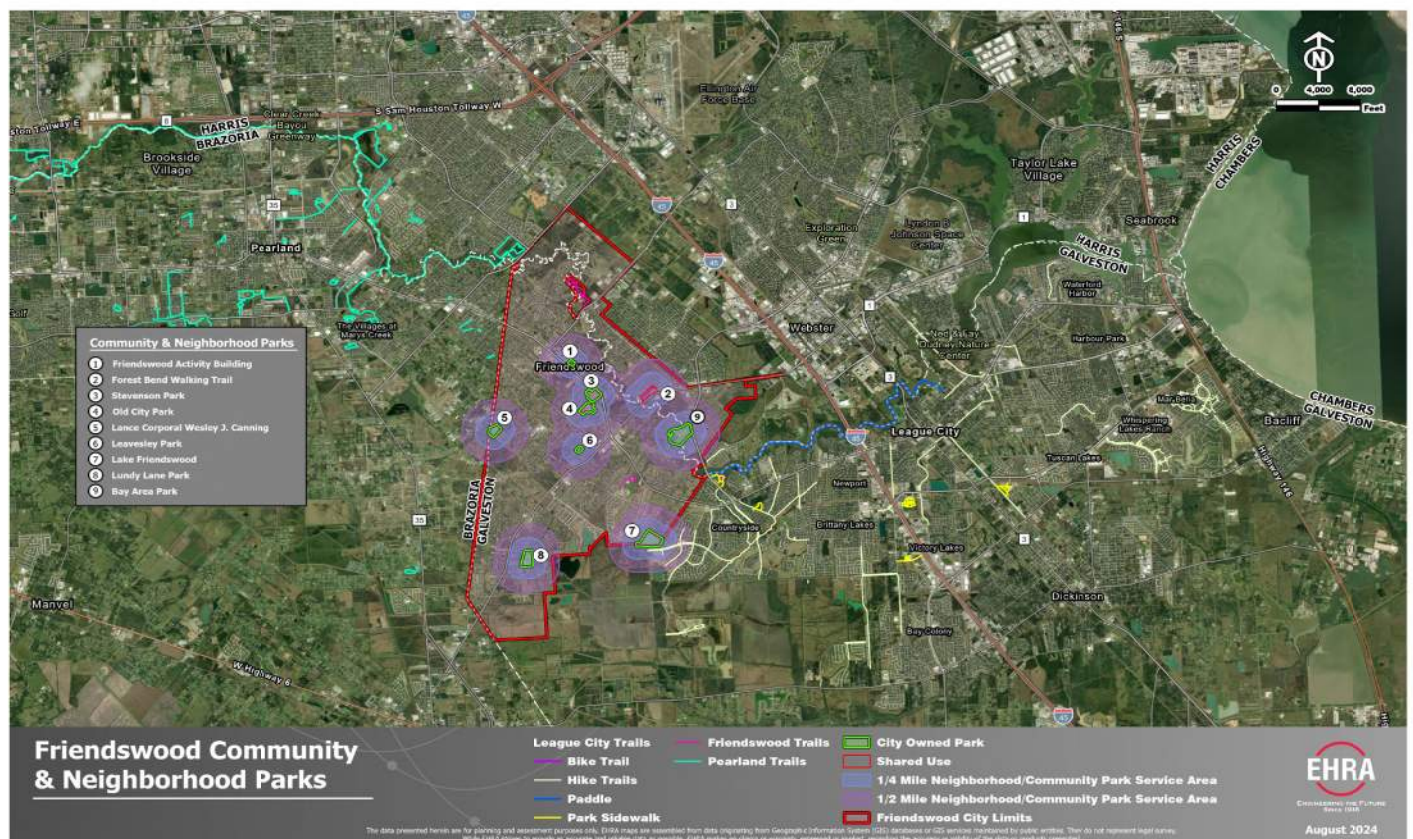
Map 3.16 illustrates the locations of parks 1-8 and highlights areas within the city that lack adequate park access. If the city can acquire property for conversion into parkland, specific areas have been identified to fill existing service gaps. For example, the area below parks 7 and 8 could benefit from a new park, as well as an area just south of park 6. Additionally, the region north of park 1 is another suitable location for a new park, which would enhance coverage and create a continuous service area in this region.

Summary of Park Needs & Community Feedback

Further community feedback indicated that many amenities were deficient, outdated, or not properly functioning. High-quality facilities are essential for improving the quality of life in the community, instilling a sense of ownership, and fostering community pride.

To address these concerns, it is important to evaluate the results of question 17 on page 46 which reveal that family events were the primary reason residents visited Stevenson Park. This highlights the importance of ensuring Stevenson Park and other similar parks are well-equipped to host events. Providing ample seating and shaded areas by installing benches, picnic tables, and pergolas will accommodate attendees. Ensuring clean restrooms with baby changing stations is also important. Furthermore, question 18 on pages 47-48 identify the types of amenities most desired for improvement or to be offered in parks. Finally, utilizing social media, local newspapers, and community boards to promote family events can encourage greater participation and community engagement.

Map 3.16: City of Friendswood Community and Neighborhood Parks Service Area



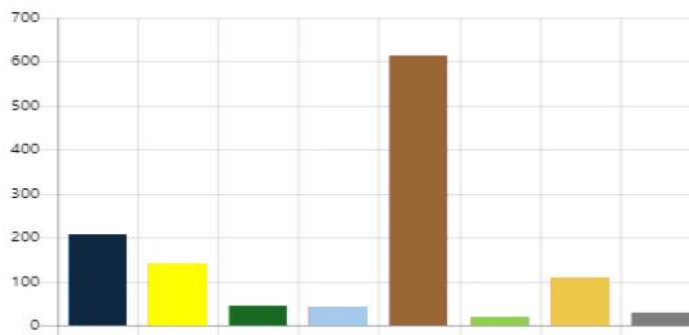


Online Survey Input - Trails

The following online survey questions were selected to illustrate the results relevant to the trails system. These questions were carefully chosen to highlight the community's preferences, needs, and priorities for the development and enhancement of trail facilities.

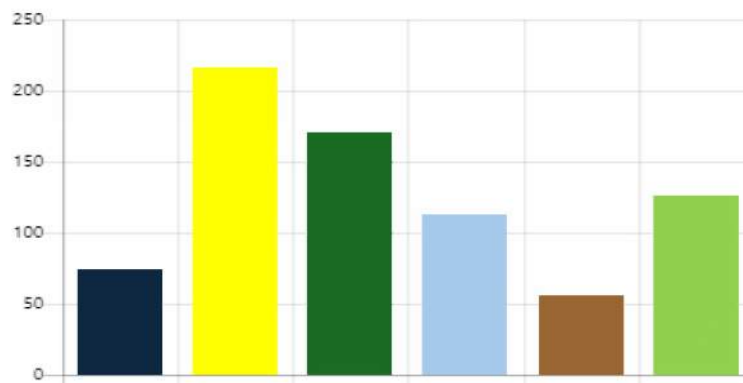
5. How do you currently use trails in the area?

Run / jog	206
Cycling for leisure	141
On-road cycling	43
Off-road cycling	40
Walking	613
Alternate to driving	18
Don't Use	109
Other	29



7. In the past year, how often have you / member of your household used trails in the area?

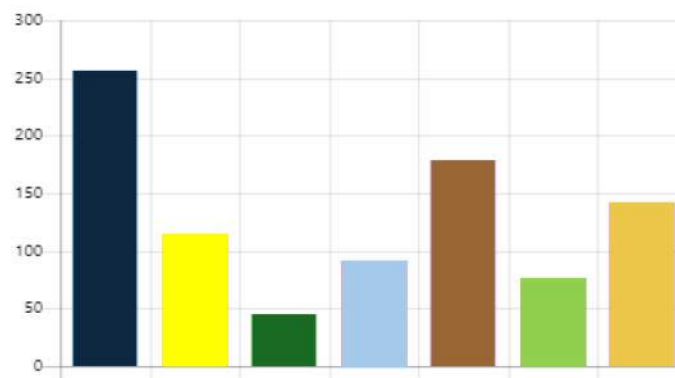
Daily	74
Weekly	216
Monthly	170
At least once in previous 3 mo...	113
At least once in previous 6 mo...	56
Once a year or less	126



Online Survey Input - Trails (Continued)

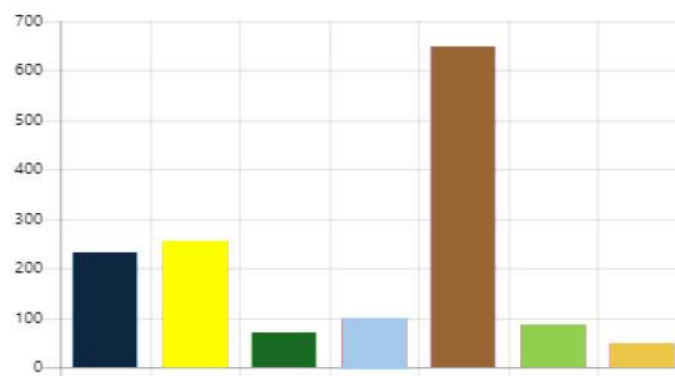
9. What hinders you from utilizing trails within the study area more often?

Not aware of trails	257
Don't go where I want	115
Not interested in Trails	45
No easy access	90
Safety issues / concerns	179
No parking or access	76
Other	142



11. If more trails in the area were built, how would you utilize them?

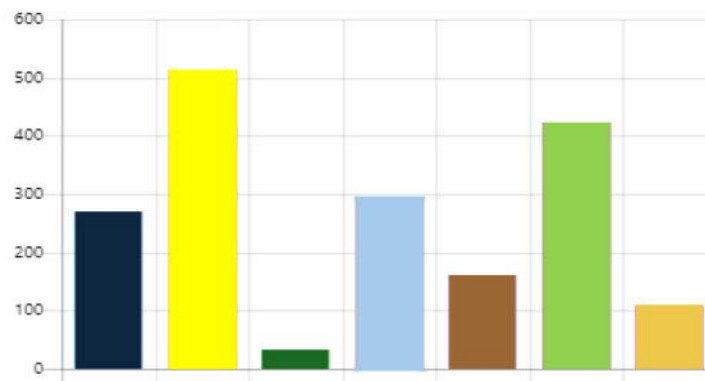
Run / jog	233
Cycling for leisure	256
On-road cycling	71
Off-road cycling	95
Walking	649
Alternate to driving	86
Do not use trails	49



Online Survey Input - Trails (Continued)

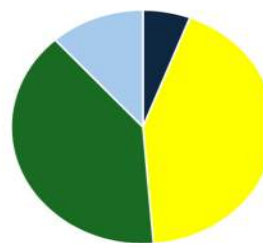
12. If using trails to reach a destination, what types of places would you like to connect to?

Grocery Store	270
Park	512
Work	34
Retail Shopping	292
School	162
Restaurant	422
Don't Use	108



13. How would you rate your overall satisfaction with the existing trail system within the study area?

Excellent	41
Good	303
Needs Improvement	280
Poor	82



Online Survey Input - Trails (Continued)

14. In order to develop more trails within the City, I would support the following:

● Increase in local taxes	225
● Volunteer building	315
● Volunteer / Organizational ma...	464
● I don't want trails	70



Trails Safety, Accessibility, & Needs Assessment

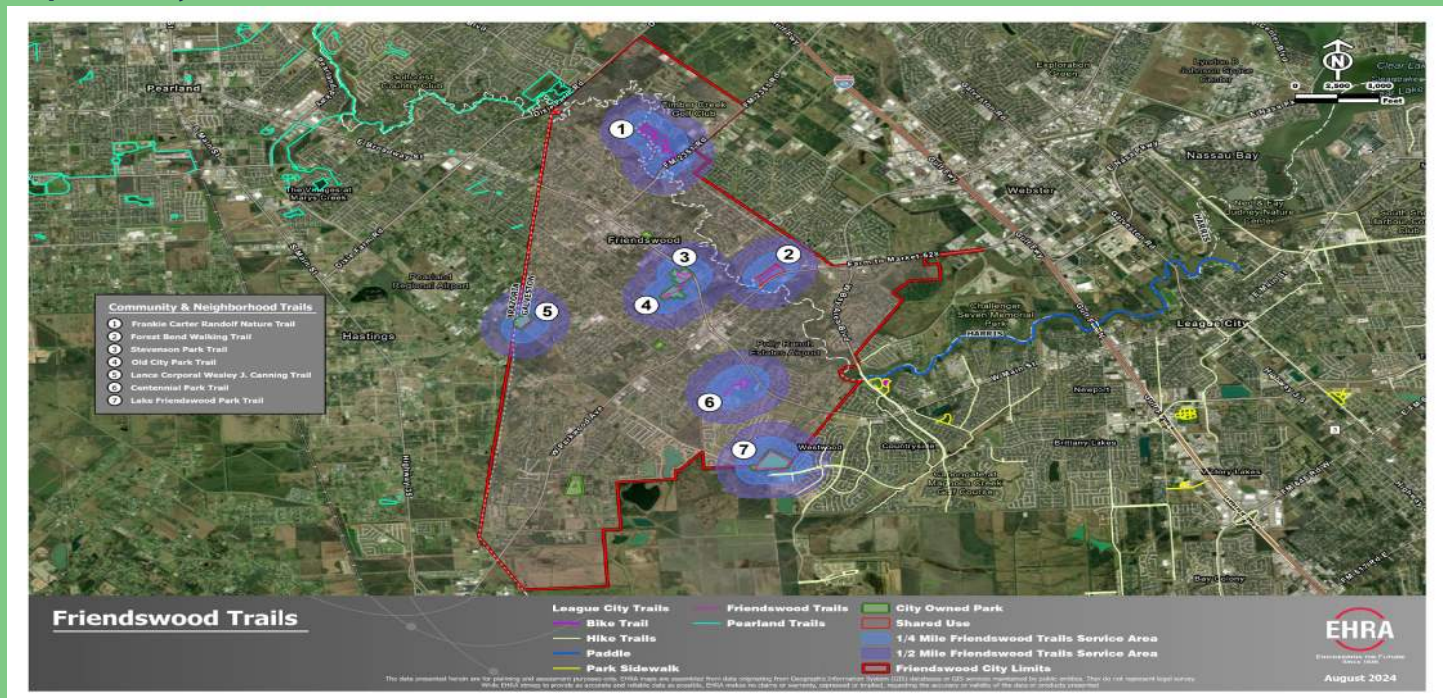
Trails offer multigenerational recreational opportunities, promote health, enhance overall quality of life, and provide alternatives to vehicular transportation. Access to trails has become increasingly important for communities nationwide as people seek healthier lifestyles. Walking trails, designed for pedestrian and bicycle use, typically serve an area within a one-quarter to one-half mile radius.

Map 3.17 depicts the trails within the City of Friendswood, including a half-mile and quarter-mile service area buffer. The southwestern part of the city currently lacks a trail system; however, this area includes the Corporal Steven Schulz Sports Complex and the future Townes Center Park. Establishing a trail network connecting these parks or within Townes Center Park would be beneficial. Similarly, the northwestern area between parks 1 and 4 is another suitable location for a trail system to enhance connectivity. Additionally, developing a trail system along Clear Creek could effectively link the northern and southern regions of the city.

Results from the online community survey, shown on pages 53-56, indicate that while current trails are in good condition, they still need improvement. They are primarily used for walking and running, with most users utilizing them on a weekly basis. This high usage highlights the importance and demand for trails in the community. Question 9 asked respondents what hinders them most from using the trail system, and the top responses were unawareness, safety concerns, and lack of connectivity to desirable locations. To address these issues, the City could install more wayfinding signage, post trail locations and maps on the city's website, and provide information on how to access trails and where to park. When designing new trails, following natural contours on side-slopes can help shed water effectively, making the trails more sustainable.

Retrofitting trails with lighting, installing trail furnishings and mileage markers, and implementing a neighborhood watch program can significantly enhance both safety and the overall experience for users. Enlisting local running clubs to adopt a trail route and regularly report issues like litter, burnt-out lights, or suspicious activity would further contribute to these improvements. Furthermore, improving safety along streets can be achieved by installing separated bike lanes and sidewalks with sufficient buffers between the street and pedestrians. Question 12 indicated a strong desire for trails to connect to other parks and shopping areas, including restaurants. Making more meaningful trail connections will lead to an improved experience for users. Additionally, respondents showed a preference for developing trails through volunteer work rather than raising taxes, indicating community support for hands-on involvement in trail development.

Map 3.17: City of Friendswood Trail Service Areas





Activity Building

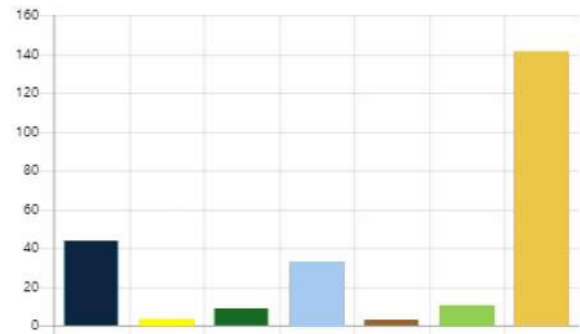
The site of the Activity Building holds potential to be transformed into a state-of-the-art recreation facility. This new facility could include a variety of indoor recreation options such as a track, a new swimming pool, courts for basketball, volleyball, pickleball, fitness rooms, meeting spaces, workout classes, and even rock climbing. The proposed plan for this transformation would involve three key steps:

1. Demolition of the Existing Structure
2. Land Assessment and Facility Programming
3. Construction of the New Facility

The Activity Building presents a unique opportunity to greatly enhance the community's recreational offerings. By replacing the existing structure with a modern facility that includes a wide range of amenities, it will aim to meet the diverse needs of residents and enrich their quality of life.

15. In the past 12 months, have you used the Activity Building for:

Senior Club	44
Indoor Pickleball	3
Board Games	9
Yoga	32
Square Dancing	3
Card Games	10
Other	141



Parks Master Plan

City of Friendswood

Parks and Trails Action Plan



Action Plan

Goal 1: Construct a cutting-edge recreation center

Objective 1.1. *Provide the community with a recreation center that meets public demand and offers access to activities and programs tailored to the community's interests*

ACTION 1.1.1. Hire a design firm

ACTION 1.1.2. Include public feedback in design development

- An online public survey was conducted and made available online to stakeholders and the general public from January 26, 2024, to February 9, 2024 (see page 9, Chapter 1).
- The survey gathered feedback on the use of the Activity Building, which currently serves as the community's senior citizen center. According to the results, 58% of respondents selected "other" as their primary use of the building, followed by 18% for "senior club," 13% for "yoga," 4% for "card and board games," and 1% for "square dancing" and "indoor pickleball" (see page 59, Chapter 3).
- The survey, along with in-person public engagement activities, also identified several desired amenities for the recreation center. Popular suggestions included public art installations, outdoor yoga, pilates, tai chi, an indoor track, fitness activities, indoor courts, a food truck court, volleyball, a swimming pool, a splash pad, a rock climbing wall, restrooms, pickleball and basketball courts, dance classes, social activity spaces, summer camp classes, and rental spaces (see page 47, Chapter 3).

ACTION 1.1.3. Plan transition of activities from existing facilities to new recreation center

ACTION 1.1.4. Apply for grants

- Local Parks Grants¹ are administered by the Texas Parks and Wildlife Department. These grants support the development of local parks, including outdoor and indoor recreation facilities.

Goal 2: Upgrade the restroom facilities within existing parks and add restroom facilities to new parks

Objective 2.1: *Provide restroom facilities that meet public demand, adhere to safety standards, and comply with ADA requirements*

ACTION 2.1.1. Conduct site visits

- EHRA conducted site visits with the City of Friendswood to evaluate the existing restroom facilities.

ACTION 2.1.2. Prioritize parks

The following parks are prioritized based on the need for restroom facilities, as outlined in the recommendations listed in Chapter 3.

- 1776 Memorial Park
- Lance Corporal Wesley J. Canning Park
- Bay Area Park
- *Lundy Lane Park (*name subject to change*) - park accessed via Lundy Lane

ACTION 2.1.3. Identify funding sources and set budget for each park

ACTION 2.1.4. Create maintenance schedule

¹ "Local Parks Grants — Texas Parks & Wildlife Department." Accessed August 20, 2024. <https://tpwd.texas.gov/business/grants/recreation-grants/about-local-parks-grants>.



Goal 3: Establish a trail network that connects parks, schools, and business hub centers

Objective 3.1: Create a walkable community throughout the City of Friendswood

ACTION 3.1.1. Map potential new trail routes by identifying key connection points using the existing parks & trails map found on page 28 of Chapter 3, and integrate with existing infrastructure

- The City of Friendswood has an average walk score of 23 out of 100. Downtown Friendswood has a walk score of 66 out of 100 and a bike score of 44 out of 100. This score indicates some errands can be accomplished on foot with minimal bike infrastructure.⁴
- The City should evaluate a partnership with TxDOT to evaluate existing and ongoing projects, and coordinate efforts to incorporate trails. This partnership would actively support the integration of bicycle and pedestrian accommodations into future infrastructure plans.

ACTION 3.1.2. Identify trail segments requiring alignments through parks, along watercourses, utility /pipeline easements

ACTION 3.1.3. Identify Public Works projects to combine the trail network with improvements

ACTION 3.1.4. Ensure accessibility and safety

ACTION 3.1.5. Explore grants and funding opportunities

- Recreational Trail Grants:¹ administered by the Texas Parks & Wildlife Department, these grants are funded by the Federal Highway Administration. They can cover up to 80% of project costs, with a maximum of \$300,000 for non-motorized trails and \$500,000 for motorized trails.
- Texas Recreation Trail Fund:² supports the construction of new recreation trails, improvement of existing trails, development of trailheads, and acquisition of trail corridors. Grants range from \$4,000 to \$200,000.
- Traffic Safety Grants:³ administered by the Texas Department of Transportation, these grants can be utilized for projects that improve pedestrian and cyclist safety, including trails. Individual award amounts vary, however up to \$35,000,000 is available in total funding. The FY 2025 project period is October 1, 2024 through September 30, 2025.

¹ "Recreational Trails Grants — Texas Parks & Wildlife Department." Accessed August 20, 2024. <https://tpwd.texas.gov/business/grants/recreation-grants/recreational-trails-grants>.

² "Recreation Trails | Instructions for Completing the Grant Application." Texas Parks & Wildlife Department Recreation Grants Branch, November 2012. https://tpwd.texas.gov/publications/pwdforms/media/pwd_1067_p4000_trails_grant_application_instructions.pdf.

³ "Grants and Funding." Accessed August 20, 2024. <http://txdot.gov/en/home/business/grants-and-funding.html>.

⁴ Walk Score. "Friendswood TX." Accessed October 2, 2024. <https://www.walkscore.com/score/city-of-friendswood>.

Objective 3.2: Promote the trail network to encourage community use and awareness

ACTION 3.2.1. Develop maps and a Park Guide

- Design a pamphlet that includes an inventory of the existing parks and trails within the City of Friendswood and location on a map (see pg. 28, Chapter 3).

ACTION 3.2.2. Install signage

- Installing signage and wayfinding systems in parks helps visitors easily find park entrances and parking lots or unique park features such as scenic viewpoints, historical landmarks, or recreational facilities. Examples of signage can be seen in Figure 1.
- In the event of an emergency, clearly marked signage with location names and points of reference can help visitors report their exact location for faster emergency response.

ACTION 3.2.3. Launch promotional campaign

- Utilize campaign channels such as social media, a local news station, the city website, blogs, a newsletter, email, or partner with environmental organizations, such as the Galveston Bay Foundation.¹

ACTION 3.2.4. Host trail opening events

Objective 3.3: Generate a maintenance plan to keep the trail network in good condition

ACTION 3.3.1. Create a maintenance schedule

ACTION 3.3.2. Regular trail inspections

Goal 4: Add parking facilities at trailheads, sports venues, and event venues

Objective 4.1: Meet public parking demand by creating safe, well-managed destinations and improving vehicular traffic flow at parks and recreation facilities

ACTION 4.1.1. Identify high-demand areas

- | | |
|--------------------|---------------------|
| • Stevenson Park | • Renwick Park |
| • Old City Park | • Bay Area Park |
| • Lake Friendswood | • Schulz SportsPark |
| • Centennial Park | |

ACTION 4.1.2. Create site-specific designs

ACTION 4.1.3. Ensure ADA compliance

- To ensure that all residents and park users have equal access to park facilities and amenities, the City should conduct a park accessibility assessment of parking areas, picnic facilities, playgrounds, trails, seating areas, etc.

Sign System Family



Figure 1: Signage Examples

Source: <https://enjoyburlington.com/proin-consequat-id/>



¹ Galveston Bay Foundation. "Galveston Bay Foundation." Accessed October 2, 2024. <http://galvbay.org>.



Goal 5: Build a new city swimming pool

Objective 5.1: Create an updated swimming facility designed to serve the community by supporting aquatic programs, summer camps, community events, and the development of aquatic sports

ACTION 5.1.1. Analyze and plan upgrades for the existing swimming facilities at Stevenson Park and identify a suitable location for a new swimming pool / splash pad

- Stevenson Park (update existing pool)
- Activity Building (upgrade facility with an indoor pool)
- *Lundy Lane Park (name subject to change - location for a potential new pool or splash pad)

Objective 5.2: Produce design plans for the new swimming pool, including features and amenities

ACTION 5.2.1. Hire a pool design firm and create detailed design plans

ACTION 5.2.2. Ensure compliance with safety standards

ACTION 5.2.3. Explore grants and funding opportunities and set a budget with a contingency fund

- Outdoor Recreational Grant Program¹ offered by the National Park Service, this grant supports the development of public recreational facilities including swimming pools

ACTION 5.2.4. Obtain necessary permits and approvals for pool construction

ACTION 5.2.5. Programming for new swimming pool

- Activities and amenities can include: recreational, swimming, exercise and aquatic games, lap swimming, diving, club swimming, swim lessons, artificial shading, staffing, restrooms/showers/lockers, and concessions



Indoor Swimming Pool Example, Recreation Center

Source: neumanpools.com

¹"State and Local Assistance Programs Division (U.S. National Park Service)." Accessed August 20, 2024. <https://www.nps.gov/orgs/1600/index.htm>.

Goal 6: Enhance lighting at parks and recreation venues

Objective 6.1: Enhance the safety of parks and facilities by improving security measures, increasing trail visibility, supporting sporting activities, and optimizing parking solutions to create a safer and more accessible environment for all users

ACTION 6.1.1. Conduct lighting audits at parks and venues

ACTION 6.1.2. Identify high-priority areas for lighting upgrades and review the recommendations outlined in Chapter 3

- Old City Park
- 1776 Memorial Park Trail
- Renwick Park (parking lot, fields)
- Centennial Park (pavilion)
- Stevenson Park (lighting along walking trail)
- Shulz Sportspark

ACTION 6.1.3 Implement lighting solutions that minimize light pollution

- LED Lights are energy-efficient, provide a focused light beam to curb light pollution, and have a longer lifespan
- Automation or motion-activated lights can save energy and reduce light pollution by only operating during scheduled times or when movement is detected
- Shielded light fixtures prevent light from traveling upward, minimizing unnecessary light dispersion



Park Lighting Solutions, Examples

Source: <https://www.twilightelectric.com/services/park-lighting>
www.wiprolighting.com

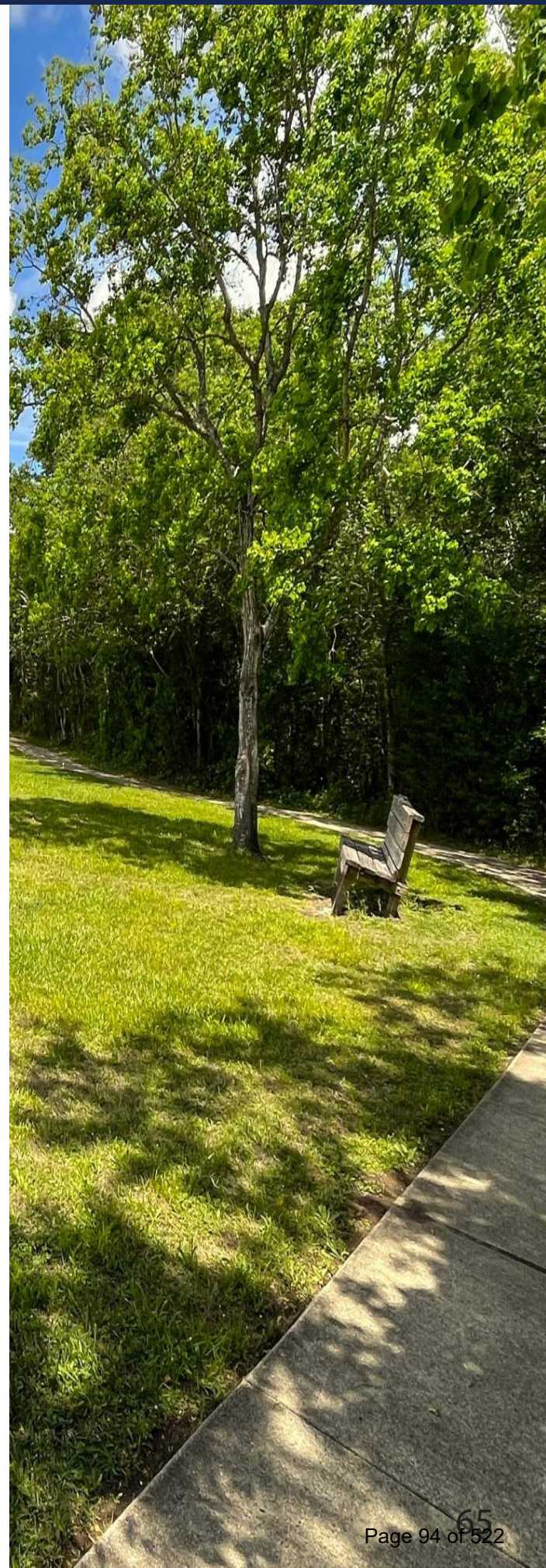




Photo courtesy of the City of Friendswood



Goal 7: Enrich sports venues with facilities for adaptive play and multi-use fields

Objective 7.1: Diversify activities provided at existing parks and facilities, to accommodate a broader range of athletic activities, ensuring inclusivity and versatility

ACTION 7.1.1. Evaluate the demand for adaptive play, versatile sports courts and fields utilizing Chapter 3 and identify suitable locations

- Old City Park
- Centennial Park
- Stevenson Park
- Leavesley Park Jones Hangar

ACTION 7.1.2. Explore grants, funding partnerships, and set a budget for each facility type that includes long term maintenance costs

- Grantworks¹ is a resource that can offer guidance to municipalities to help identify, apply, and secure grant funding.

ACTION 7.1.3. Develop sports programs and organize leagues and events for the community to engage in and enjoy

- Collaborate with local sporting organizations.
- Partner with local businesses and sports retailers as potential sponsors to support the hosting, coordination, and marketing of events (Dick Sporting Goods, REI, Champs Sports).

Goal 8: Incorporate versatile sports courts in park facilities

Objective 8.1: Update current city amenities to incorporate activities and sports that are growing in popularity within the community and region, ensuring facilities remain relevant and responsive to evolving recreational interests

ACTION 8.1.1. Analyze current usage of existing sports courts and gather feedback mentioned in Chapter 3

ACTION 8.1.2. Find suitable locations for new courts

- Old City Park
- Leavesley Park Jones Hangar
- Activity Building
- *Lundy Lane Park (name subject to change)

ACTION 8.1.3. Ensure plans include amenities like seating, lighting, and shade

ACTION 8.1.4. Continue organizing and coordinating tournaments and leagues to foster community engagement and participation

ACTION 8.1.5. Schedule regular maintenance and conduct periodic inspections

¹ Grantworks. "Grant Management Consultant." Accessed August 21, 2024. <https://grantworks.net/services/grant-management/>.

Goal 9: Improve existing amphitheater and construct a new amphitheater as needed

Objective 9.1: Create or improve the amphitheater to accommodate community gatherings and social events

ACTION 9.1.1. Conduct a structural and usability assessment of the existing amphitheater

ACTION 9.1.2. Administer a survey to evaluate the community needs and preferences for a new amphitheater

- Lacks shade
- Limited program capabilities

ACTION 9.1.3. Determine plan to improve the existing amphitheater or explore new amphitheater options

Goal 10: Build a skate park and BMX bike park

Objective 10.1: Curate a design plan for a skate park and BMX bike park, ensuring it meets the needs of various skill levels and includes desirable features

ACTION 10.1.1. Select potential sites for a skate park/BMX bike park

- *Lundy Lane Park (name subject to change)
- Old City Park

ACTION 10.1.2. Hire a consultant to come up with a design that is adaptive to all skill levels and includes attractive elements

- Design Example (Figure 2) North Houston Skate Park¹: designed by Grindline and opened in 2014 is the biggest skatepark in Houston and the second largest in the world. Grindline also designed the Lee and Joe Jamail Skatepark² in downtown Houston. The Houston Parks Board managed the \$2.5 million renovation of the skate park, which was funded by the Lee and Joseph D. Jamail Foundation.
- Design Example (Figure 3) The Rockstar Energy BMX Bike Park³, opened in August 2019 and is located next to the North Houston Skate Park off of Kuykendahl Road. The park features one of the country's largest and most unique BMX parks, world-class race track and event center that can seat approximately 3,500 people.

ACTION 10.1.3. Develop programs and events to maximize the use of a skate park/BMX bike park

- Plan skateboarding/BMX clinics, competitions, and events. Schedule regular open hours and coordinate with local skateboarding/BMX biking organizations.

¹ Treon, Rebecca. "10 of the Best Houston Skate Parks for All Levels." Chron, January 29, 2023. <https://www.chron.com/life/travel/article/houston-skate-parks-17621791.php>.

² Houston Parks Board. "Lee and Joe Jamail Skatepark." Accessed August 21, 2024. <https://houstonparksboard.org/lee-and-joe-jamail-skatepark/>.

³ North Houston. "Rockstar Energy Bike Park | Houston Bike Parks & Trails." Accessed August 21, 2024. <https://www.northhouston.org/our-community/parks-and-trails/rockstar-energy-bike-park/>.

Objective 10.2: Secure funding and establish a budget for the construction of the skate park

ACTION 10.2.1. Identify funding sources (grants, sponsorships, and community fundraising)

- Lee and Joseph D. Jamail Foundation
- The Skatepark Project Grants
- Grantworks⁴ is a resource that can offer guidance to municipalities to help identify, apply, and secure grant funding.

⁴ Grantworks. "Grant Management Consultant." Accessed August 21, 2024. <https://grantworks.net/services/grant-management/>.



Figure 2: North Houston Skate Park

Source: <https://www.northhouston.org/parks-and-trails/north-houston-skate-park/>



Figure 3: Rockstar Energy BMX Bike Park

Source: <https://www.houstoniamag.com/travel-and-outdoors/2019/08/rockstar-energy-bike-park-bmx-park-opens-north-houston>

Texas Parks and Wildlife Department Compliance

This Parks Master Plan also functions as a comprehensive parks, recreation, and open space master plan, as defined by the Texas Parks and Wildlife Department (TPWD). TPWD encourages municipalities to develop and adopt such plans because they align with the state's vision for recreational and open space growth.

One of the key benefits of having a “qualified” master plan is that it significantly enhances the City's eligibility for state funding through TPWD's various grant programs. These grants, such as the Outdoor Recreation Grants and Local Park Grants, are often competitive and require municipalities to demonstrate long-term planning and a commitment to providing recreational opportunities for residents.

By adhering to TPWD's guidelines and incorporating their recommendations, this plan not only helps guide local park development but also positions the City to take full advantage of available state funding, ensuring the resources needed to implement the plan's recommendations are accessible. This proactive approach will also help the City maintain and enhance its park infrastructure, ensuring long-term sustainability and improved quality of life for its residents.

High Priority Needs

The top priorities for parks, recreation, open space, and trails, as outlined in Figure 4, *Summary of High Priority Needs in Friendswood*, are aligned with the guidelines set forth by the Texas Parks and Wildlife Department (TPWD). These priorities have been carefully determined through a combination of community input, needs assessments, site visits, and feedback from city officials. The recommendations mentioned in Chapter 3 and actions detailed and prioritized in this chapter are aimed at improving the overall quality of life in the community and may involve securing grant funding in the future to bring these initiatives to fruition.

The identified priorities, as illustrated in Figure 4, are organized into two distinct categories: outdoor facilities/amenities and indoor facilities/amenities. This categorization allows for a clear distinction between the immediate needs for open spaces and recreational trails, as well as the necessity for indoor facilities that support community programs and services. By addressing these high-priority needs, the city will be better equipped to enhance recreational opportunities, preserve green spaces, and improve the community's well-being, all while meeting TPWD's standards for long-term park and recreation planning.

Figure 4: Summary of High Priority Facility Needs in Friendswood

New or additional facilities needed based on <u>citizen input</u>	
1.	Lighting and shade areas
2.	Parking
3.	Restrooms
4.	Upgrade existing and add multi-use fields and sports courts
5.	Expanded programming for sports leagues
6.	Interconnected trail system
Upgraded facilities needed based on <u>existing condition</u>	
1.	Lighting, Parking, and Restrooms
2.	Update the pool at Stevenson Park
3.	Renovate the Activity Building
4.	Upgrade existing playground and fields as well as amphitheater at Centennial Park
Top cumulative outdoor facility needs based on above summaries	
1.	Lighting and shade areas
2.	Parking
3.	Restrooms
4.	Update existing or build new pool
5.	Upgrade existing or build new multi-use fields and sports courts
6.	Upgrade, covered playscapes
7.	Trails
8.	Food trucks, farmers market
9.	Additional fishing piers
Top cumulative indoor facility needs based on above summaries	
1.	Indoor swimming pool
2.	Community recreation center
3.	Meeting spaces for social activities
4.	Indoor sports courts and multi-use fields
5.	Expanded programming such as classes for yoga, cooking and crafting

Parks Master Plan

City of Friendswood

Implementation Strategies



Implementation Strategies

Execution Strategy

The Action Plan in Chapter 4 reflects the vision of the City of Friendswood. Achieving the goals outlined in this plan requires the active implementation of its strategies and recommendations. Recognizing that community needs and circumstances evolve, the Parks Master Plan is designed as a living document, meant to be periodically updated and aligned with the community's shifting priorities.

Implementing the Parks Master Plan necessitates a phased and strategic approach to ensure the efficient allocation of resources while addressing community needs. The execution strategy is organized into short-term, medium-term, and long-term goals, supported by ongoing monitoring and community engagement.

Plan Maintenance

To effectively evaluate Friendswood's progress, an agreed-upon time frame is essential. The Implementation Table outlines recommended time frames for each action type, categorized into four distinct groups:

1. **Continuous:** (On-going)
2. **Short-term:** 0 - 3 years
3. **Medium-term:** 3 - 6 years
4. **Long-term:** 6 - 10 years

These categories provide a structured approach to tracking and prioritizing implementation efforts, ensuring that the plan remains on schedule and aligned with community goals.

Action Types

To effectively implement the Parks Master Plan, the following action types have been identified. Each action type represents a specific pathway to achieve the goals outlined in the plan, ensuring structured and strategic execution:

Capital Project Program: Indicates the need for financial investment to achieve the specified goal of the action item. These investments often involve significant infrastructure or facility improvements.

Regulation or Standard: Pertains to local policies, ordinances, or guidelines that can be adopted as part of the County or City standards to guide development and operations effectively.

Partnership or Collaboration: Involves working with external agencies, organizations, or private companies to achieve shared goals, leveraging resources, expertise, and relationships to advance the action items.

Implementation Strategies

Action Leaders

To foster a stronger and more unified community in the City of Friendswood, the following is a list of action leaders who can play a pivotal role in executing specific action types. These leaders will help maintain transparency, promote consistency across all relevant departments and organizations, and ensure the successful implementation of each action type.

Action leader entities are as follows:

AAL: Adult Athletic Leagues

BUS: Businesses and stakeholders

CCISD: Clear Creek Independent School District

CD: Community Development (planning and code enforcement)

CC: City Council

CS: City Staff, Secretary, Administration, elected officials

CV: Community Volunteers

E: Engineering

EMS: Emergency Management Services (Fire and Police Department)

F: Finance

FISD: Friendswood Independent School District

GBF: Galveston Bay Foundation

GC: Galveston County

GCCDD: Galveston County Consolidated Drainage District

HCDD: Harris County Consolidated Drainage District

KFB: Keep Friendswood Beautiful

NACTO: National Association of City Transportation Officials

PO: Property Owners, Residents

PRS: Parks and Recreation Subcommittee

PW: Public Works

TPWD: Texas Parks and Wildlife Department

TxDOT: Texas Department of Transportation

YSG: Youth Sports Groups

Implementation Strategies

Funding Options

Below is a comprehensive list of funding sources referenced in the Action Plan of Chapter 4, along with funding opportunities outlined in the 2010 City of Friendswood Parks Master Plan that remain relevant for the implementation of this updated plan. These funding sources provide valuable avenues to support the development and enhancement of park facilities and recreational programs in Friendswood.

**Funding option listed in the 2010 Parks Master Plan*

- *Aquatic Resource Education
- Centerpoint Energy Grants
- *Conservation Technical Assistance
- *Community Services Block Grant (CSBG)
- *Federal Lands-to-Parks (FLP)
- Grantworks
- HEB Grants
- Houston-Galveston Area Council (HGAC) Grants
- *Land and Water Conservation Fund (LWCF)
- Lee and Joseph D Foundation
- Local Parks Grants (TPWD)
- National Association of City Transportation Officials (NACTO) Grants
- National Recreation & Park Association (NRPA)
- *National Coastal Wetlands Conservation Grants Program
- Outdoor Recreation Grant Program (National Park Service)
- *Recreational Boating Safety Grants (RBS)
- Recreational Trail Grants (TPWD)
- *Rivers, Trails, and Conservation Assistance (RTCA)
- *Sport Fish Restoration Act
- Texas Municipal League (TML)
- Texas New Mexico Power (TNMP) Grants
- Texas Recreation Trail Fund
- The Skatepark Project Grants
- Traffic Safety Grants (TxDOT)
- *Urban Park and Recreation Recovery Program (UPARR)
- *Wildlife Restoration Act

Implementation Action Plan Tables

	On-going	Short term	Medium term	Long term	Capital Project	Regulation or Standard	Partnership or Collaboration		
								1  Primary Action Type 2  Secondary Action Type	
Action	Timeframe				Action Type			Action Leaders	Funding
Goal 1: Construct a cutting-edge recreation center									
Objective 1.1. Provide the community with a recreation center that meets public demand and offers access to activities and programs tailored to the community's interests									
Action: 1.1.1.									
Hire a design firm		X						BUS, F	UPARR, CSBG, Grantworks
Action 1.1.2.									
Include public feedback in design development		X						KFB, PO	
Action 1.1.3.									
Plan transition of activities from existing facilities to new recreation center			X					AAL, CV, KFB, PRS, YSG	
Action 1.1.4.									
Apply for grants		X						PRS, BUS, GC, F, KFB, TPWD	Local Parks Grants (TPWD), UPARR, CSBG, Grantworks, NRPA

Implementation Action Plan Tables

	On-going	Short term	Medium term	Long term	Capital Project	Regulation or Standard	Partnership or Collaboration		
								1  Primary Action Type 2  Secondary Action Type	
Action	Timeframe				Action Type			Action Leaders	Funding
Goal 2: Upgrade the restroom facilities within existing parks and add restroom facilities to new parks									
Objective 2.1: Provide restroom facilities that meet public demand, adhere to safety standards, and comply with ADA requirements									
Action: 2.1.1.									
Conduct site visits	X							CS, CD, KFB, PRS, PW	
Action 2.1.2.									
Prioritize parks		X						KFB, PRS	
Action 2.1.3.									
Identify funding sources and set budget for each park		X						CS, CC, PRS, CD, GC, F, KFB, PW, TPWD	Local Parks Grants (TPWD), Grantworks, Outdoor Recreation Grant Program (NPS), UPARR, NRPA, TML
Action 2.1.4.									
Create maintenance schedule		X						KFB, PRS, PW	

Implementation Action Plan Tables

	On-going	Short term	Medium term	Long term	Capital Project	Regulation or Standard	Partnership or Collaboration		
								1  Primary Action Type 2  Secondary Action Type	
Action	Timeframe				Action Type			Action Leaders	Funding
Goal 3: Establish a trail network that connects parks, schools, and business hub centers									
Objective 3.1: Create a walkable community throughout the City of Friendswood									
Action: 3.1.1.									
Map potential new trail routes by identifying key connection points using the existing parks & trails map found on page 28 of Chapter 3, and integrate with existing infrastructure			X					CCISD, CD, E, FISD, GC, GCCDD, HCCDD, KFB, PO, PRS, PW, TPWD, TxDOT	
Action 3.1.2.									
Identify trail segments requiring alignments through parks, along watercourses, utility /pipeline easements		X						PRS, CD, E, GCCDD, KFB, CCISD, HCCDD, FISD, GC, PO, PW, TPWD, TxDOT	
Action 3.1.3.									
Identify Public Works projects to combine the trail network with improvements		X						CC, CD, CS, E, GC, GCCDD, HCCDD, KFB, PRS, PW	
Action 3.1.4.									
Ensure accessibility and safety	X							PRS, CD, E, EMS, KFB, NACTO, TPWD	
Action 3.1.5.									
Explore grants and funding opportunities		X						CS, CC, PRS, BUS, CD, GC, F, KFB, NACTO, PO, TPWD, TxDOT	FLP, LWCF, RTCA, UPARR, Recreation Trails Programs (TPWD), Conservation Technical Assistance, CSBG, Aquatic Resource Education, National Coastal Wetlands Conservation Grant Program, Wildlife Restoration Act, Grantworks, Outdoor Recreation Grant Program (NPS), Texas Recreation Trail Fund, Traffic Safety Grants (TxDOT), Texas Recreation Trail Fund, Galveston Bay Foundation, NRPA, TML, HGAC Grants, HEB Grants, CenterPoint Energy Grants, TNMP Grants
Objective 3.2: Promote the trail network to encourage community use and awareness									
Action: 3.2.1.									
Develop maps and a Park Guide		X						BUS, CCISD, CD, EMS, F, FISD, GC, KFB, NACTO, PRS	CSBG, Grantworks, Local Parks Grants (TPWD), NACTO, Outdoor Recreation Grant Program (NPS), Recreational Trail Grants (TPWD), RTCA, TxDOT, Galveston Bay Foundation, NRPA, TML, HGAC Grants, HEB Grants, CenterPoint Energy Grants, TNMP Grants
Action 3.2.2.									
Install signage		X						CD, E, F, KFB, PRS	CSBG, Grantworks, Local Parks Grants (TPWD), NACTO, Outdoor Recreation Grant Program (NPS), Recreational Trail Grants (TPWD), RTCA, TxDOT, Galveston Bay Foundation, NRPA, TML, HGAC Grants, HEB Grants, CenterPoint Energy Grants, TNMP Grants
Action 3.2.3.									
Launch promotional campaign	X							BUS, CCISD, CS, CV, F, GC, GCCDD, HCCDD, KFB, PO, PRS, TPWD, TxDOT	Galveston Bay Foundation
Action 3.2.4.									
Host trail opening events		X						BUS, CS, CV, F, GC, KFB, PO, PRS	Galveston Bay Foundation
Objective 3.3: Generate a maintenance plan to keep the trail network in good condition									
Action: 3.3.1.									
Create a maintenance schedule		X						KFB, PRS	
Action 3.3.2.									
Regular trail inspections	X							CV, KFB, PRS	

Implementation Action Plan Tables

	On-going	Short term	Medium term	Long term	Capital Project	Regulation or Standard	Partnership or Collaboration		
								1  Primary Action Type 2  Secondary Action Type	
Action	Timeframe				Action Type			Action Leaders	Funding
Goal 4: Add parking facilities at trailheads, sports venues, and event venues									
Objective 4.1: Meet public parking demand by creating safe, well-managed destinations and improving vehicular traffic flow at parks and recreation facilities									
Action: 4.1.1.									
Identify high-demand areas		X						CD, CS, GC, KFB, PO, PRS	
Action 4.1.2.									
Create site-specific designs			X					BUS, CD, CC, CS, E, EMS, F, GC, KFB, NACTO, PRS, TxDOT Grantworks, Local Parks Grants (TPWD), NACTO Grants, Outdoor Recreation Grant Program (NPS), UPARR, NRPA, TML, HGAC Grants	
Action 4.1.3.									
Ensure ADA compliance		X						CD, E, KFB, NACTO, PRS	

Implementation Action Plan Tables

	On-going	Short term	Medium term	Long term	Capital Project	Regulation or Standard	Partnership or Collaboration		
								1 ☒ Primary Action Type 2 ☐ Secondary Action Type	
Action	Timeframe				Action Type			Action Leaders	Funding
Goal 5: Build a new city swimming pool									
Objective 5.1: Create an updated swimming facility designed to serve the community by supporting aquatic programs, summer camps, community events, and the development of aquatic sports									
Action: 5.1.1.									
Analyze and plan upgrades for the existing swimming facilities at Stevenson Park and identify a suitable location for a new swimming pool / splash pad				X	☒		☐	BUS, CD, CC, CS, E, F, GC, KFB, PO, PRS, PW	CSBG, Grantworks, Local Parks Grants (TPWD), Outdoor Recreation Grant Program (NPS), Recreational Trail Grants (TPWD), UPARR, NRPA, TML
Objective 5.2: Produce design plans for the new swimming pool, including features and amenities									
Action: 5.2.1.									
Hire a pool design firm and create detailed design plans		X			☒			BUS, CD, CS, F, E, KFB, PRS, PW	CSBG, Grantworks, Local Parks Grants (TPWD), Outdoor Recreation Grant Program (NPS), Recreational Trail Grants (TPWD), UPARR, NRPA, TML
Action 5.2.2.									
Ensure compliance with safety standards		X				☒		CD, E, GC, KFB, PRS	
Action 5.2.3.									
Explore grants and funding opportunities and set a budget with a contingency fund		X			☒			BUS, CD, CD, CC, CS, E, F, GC, KFB, PRS, PW, TPWD	CSBG, Grantworks, Local Parks Grants (TPWD), Outdoor Recreation Grant Program (NPS), Recreational Trail Grants (TPWD), UPARR, NRPA, TML
Action 5.2.4.									
Obtain necessary permits and approvals for pool construction		X				☒		CD, E, EMS, KFB, PRS, TPWD	
Action 5.2.5.									
Programming for new swimming pool	X							AAL, CD, CS, CV, GC, KFB, PO, PRS, PW, YSG	

Implementation Action Plan Tables

	On-going	Short term	Medium term	Long term	Capital Project	Regulation or Standard	Partnership or Collaboration	1  Primary Action Type 2  Secondary Action Type	
Action	Timeframe				Action Type			Action Leaders	Funding
Goal 6: Enhance lighting at parks and recreation venues									
Objective 6.1: Enhance the safety of parks and facilities by improving security measures, increasing trail visibility, supporting sporting activities, and optimizing parking solutions to create a safer and more accessible environment for all users									
Action: 6.1.1.									
Conduct lighting audits at parks and venues	X							CD, KFB, PRS, PW	
Action 6.1.2.									
Identify high-priority areas for lighting upgrades and review the recommendations outlined in Chapter 3		X						CD, KFB, PRS, PW	Grantworks, Local Parks Grants (TPWD), NACTO Grants, Outdoor Recreation Grant Program (NPS), UPARR, NRPA, TML
Action 6.1.3.									
Implement lighting solutions that minimize light pollution			X					BUS, CD, CC, CS, E, EMS, F, GC, KFB, NACTO, PO, PRS, PW	CSBG, Grantworks, Local Parks Grants (TPWD), NACTO Grants, Outdoor Recreation Grant Program (NPS), Recreational Trail Grants (TPWD), Texas Recreation Trail Fund, UPARR, NRPA, TML

Implementation Action Plan Tables

	On-going	Short term	Medium term	Long term	Capital Project	Regulation or Standard	Partnership or Collaboration	1 ☒ Primary Action Type 2 ☐ Secondary Action Type	
Action	Timeframe				Action Type			Action Leaders	Funding
Goal 7: Enrich sports venues with facilities for adaptive play and multi-use fields									
Objective 7.1: Diversify activities provided at existing parks and facilities, to accommodate a broader range of athletic activities, ensuring inclusivity and versatility									
Action: 7.1.1. Evaluate the demand for adaptive play, versatile sports courts and fields utilizing Chapter 3 and identify suitable locations		X			☒		☐	CD, BC, KFB, PRS, PO	
Action 7.1.2. Explore grants, funding partnerships, and set a budget for each facility type that includes long term maintenance costs		X			☒			BUS, CD, CC, CS, E, F, GC, KFB, PRS, PW, TPWD	Conservation Technical Assistance, CSBG, FLP, Grantworks, LWCF, Local Parks Grants (TPWD, Outdoor Recreation Grant Program (NPS), UPARR, NRPA, TML, HGAC Grants, HEB Grants
Action 7.1.3. Develop sports programs and organize leagues and events for the community to engage in and enjoy		X					☒	AAL, BUS, CCISD, CD, CC, CS, CV, FISD, GC, KFB, PO, PRS, PW, YSG	

Implementation Action Plan Tables

	On-going	Short term	Medium term	Long term	Capital Project	Regulation or Standard	Partnership or Collaboration	1  Primary Action Type 2  Secondary Action Type	
Action	Timeframe				Action Type			Action Leaders	Funding
Goal 8: Incorporate versatile sports courts in park facilities									
Objective 8.1: Update current city amenities to incorporate activities and sports that are growing in popularity within the community and region, ensuring facilities remain relevant and responsive to evolving recreational interests									
Action: 8.1.1.		X						AAL, BUS, CCISD, CD, CS, FISD, GC, KFB, PE, PRS, PW, YSG	
Action 8.1.2.			X					AAL, BUS, CCISD, CD, CC, CS, E, EMS, FISD, GC, KFB, PO, PRS, PW, TPWD, YSG Conservation Technical Assistance, CSBG, FLP, Grantworks, Local Parks Grants (TPWD), Outdoor Recreation Grant Program (NPS), UPARR, NRPA, TML	
Action 8.1.3.		X						CD, CC, CS, E, PRS, PW, KFB	
Action 8.1.4.	X							AAL, BUS, CCISD, CD, CS, CV, FISD, KFB, PRS, YSG	
Action 8.1.5.	X							CD, CS, E, KFB, PRS, PW	

Implementation Action Plan Tables

	On-going	Short term	Medium term	Long term	Capital Project	Regulation or Standard	Partnership or Collaboration	1  Primary Action Type 2  Secondary Action Type	
Action	Timeframe				Action Type			Action Leaders	Funding
Goal 9: Improve existing amphitheater and construct a new amphitheater as needed									
Objective 9.1: Create or improve the amphitheater to accommodate community gatherings and social events									
Action: 9.1.1.									
Conduct a structural and usability assessment of the existing amphitheater		X						CD, E, EMS, F, GC, KFB, PRS, PW	
Action 9.1.2.									
Administer a survey to evaluate the community needs and preferences for a new amphitheater		X						BUS, CD, CS, CV, CCISD, FISD, GC, KFB, PO, PRS	
Action 9.1.3.									
Determine plan to improve the existing amphitheater or explore new amphitheater options				X				BUS, CD, CC, CS, E, F, KFB, PO, PRS, PW	
								CSBG, Grantworks, Local Parks Grants (TPWD), Outdoor Recreation Grant Program (NPS), UPARR, NRPA, TML	

Implementation Action Plan Tables

	On-going	Short term	Medium term	Long term	Capital Project	Regulation or Standard	Partnership or Collaboration		
								1  Primary Action Type	2  Secondary Action Type
Action	Timeframe				Action Type			Action Leaders	Funding
Goal 10: Build a skate park and BMX bike park									
Objective 10.1: Curate a design plan for a skate park and bike park, ensuring it meets the needs of various skill levels and includes desirable features									
Action: 10.1.1.									
Select potential sites for a new skate park/BMX bike park		X						BUS, CD, CC, CS, E, F, GC, GCCDD, HCCDD, KFB, PO, PRS	FLP, Grantworks, Local Parks Grants (TPWD), Outdoor Recreation Grant Program (NPS), The Skatepark Project Grants, Lee and Joseph D Foundation, UPARR, NRPA, TML, HGAC Grants, HEB Grants
Action 10.1.2.									
Hire a consultant to come up with a design that is adaptive to all skill levels and includes attractive elements			X					BUS, CD, CC, CS, E, F, GC, KFB, PO, PRS, EMS	
Action 10.1.3.									
Develop programs and events to maximize the use of a new skate park/BMX bike park	X							AAL, BUS, CD, CC, CS, CV, GC, KFB, PO, PRS, TPWD, YSG	
Objective 10.2: Secure funding and establish a budget for the construction of the skate park									
Action: 10.2.1.									
Identify funding sources (grants, sponsorships, and community fundraising)		X						AAL, BUS, CD, CC, CS, E, F, GC, KFB, PO, PRS, TPWD, YSG	CSBG, FLP, Grantworks, Lee and Joseph D Foundation, Local Parks Grants (TPWD), Outdoor Recreation Grant Program (NPS), The Skatepark Project Grants, UPARR, NRPA, TML, HGAC Grants, HEB Grants

Implementation Plan Summary

Plan Update

The Parks Master Plan embodies the City of Friendswood's vision. To achieve the goals outlined in this plan, it must be actively implemented. As a living document, the Parks Master Plan is designed to be revisited and revised as needed to align with the community's vision and adapt to changes over time. This plan sets forth the community's long-term vision for progress, featuring a 10-year strategy with prioritized implementation actions aimed at realizing this future. Essentially, it ensures the City is progressively addressing the community's needs and desires. However, this Plan is not intended to serve the City for the entire next decade. Instead, it provides specific guidance for near and medium-term implementation actions. To keep this Plan current and relevant, the following recommendations are proposed:

Annual Progress Report and Update: Before the annual budget process begins, City staff should prepare and present a progress report on the status of actions identified in the Implementation Action Plan. Additionally, they should collaborate with elected and appointed officials to reassess and prioritize recommendations.

Reevaluate the Parks Master Plan in 5-Years: Ensure the goals remain aligned with the community's vision and update the plan as necessary at this point.

APPENDIX

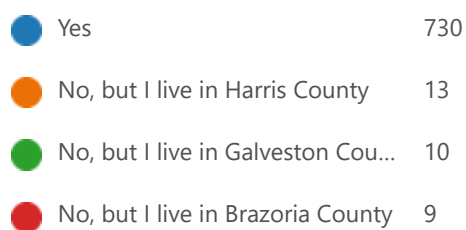
Pages 86- 100 - Online Survey

Pages 101 - 154 - Public Engagement Feedback

COF Survey Questions

763 Responses 15:35 Average time to complete Closed Status

1. Do you live in Friendswood?

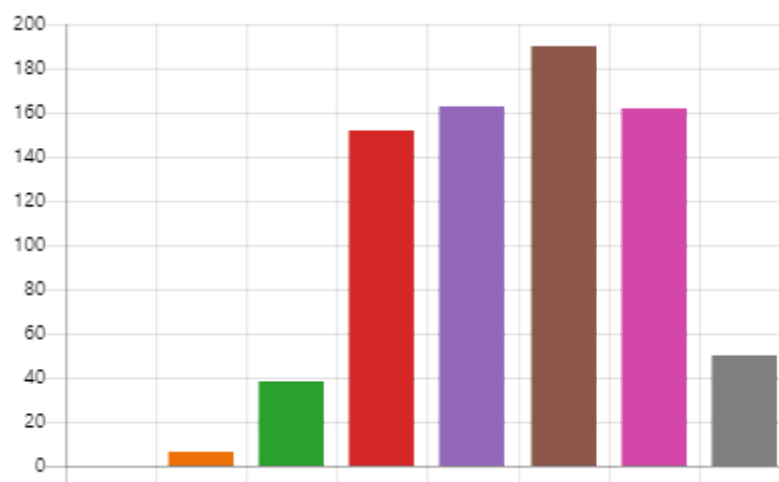


2. Do you work in the Friendswood area?



3. What best describes your age?

Under 18	0
18-24	6
25-34	38
35-44	152
45-54	163
55-64	190
65-74	162
75+	50



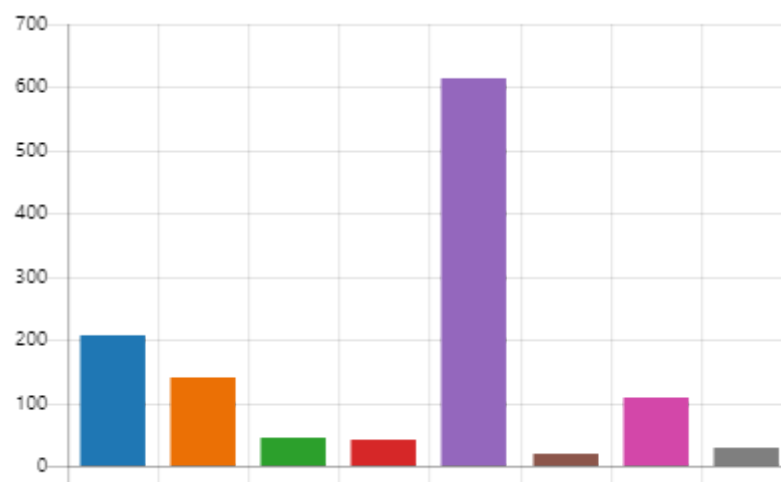
4. In relation to City Hall/Downtown, if you are a resident of the City of Friendswood, in which area do you live?

Northeast	110
Southeast	241
Southwest	270
Northwest	106
I do not live within City of Frie...	29



5. How do you currently use trails in the area?

Run / jog	206
Cycling for leisure	141
On-road cycling	43
Off-road cycling	40
Walking	613
Alternate to driving	18
Don't Use	109
Other	29



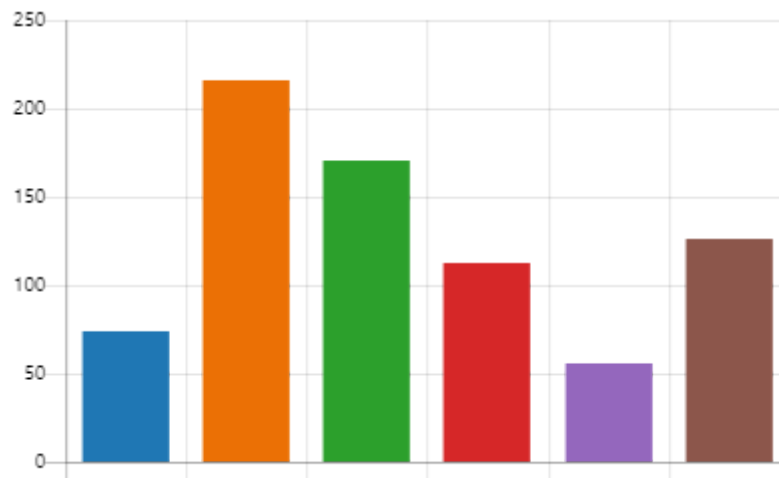
6. How do you currently use parks in the area?

Run / Jog / Walk	518
Leisure	457
Group events	205
Family time	387



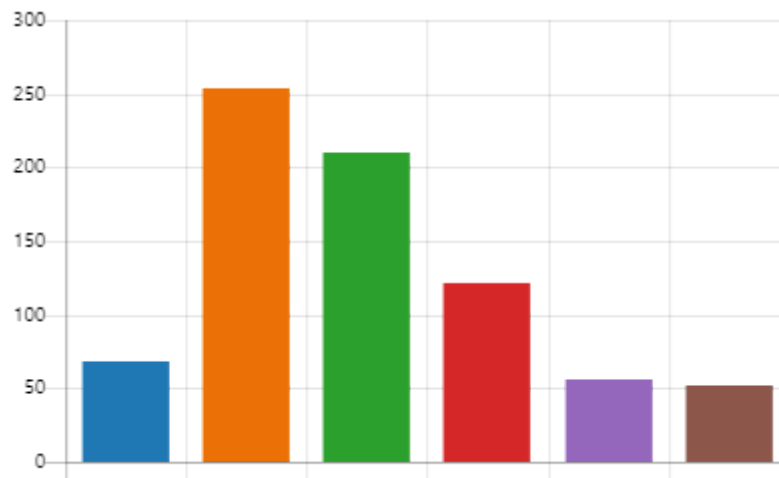
7. In the past year, how often have you / member of your household used trails in the area?

● Daily	74
● Weekly	216
● Monthly	170
● At least once in previous 3 mo...	113
● At least once in previous 6 mo...	56
● Once a year or less	126



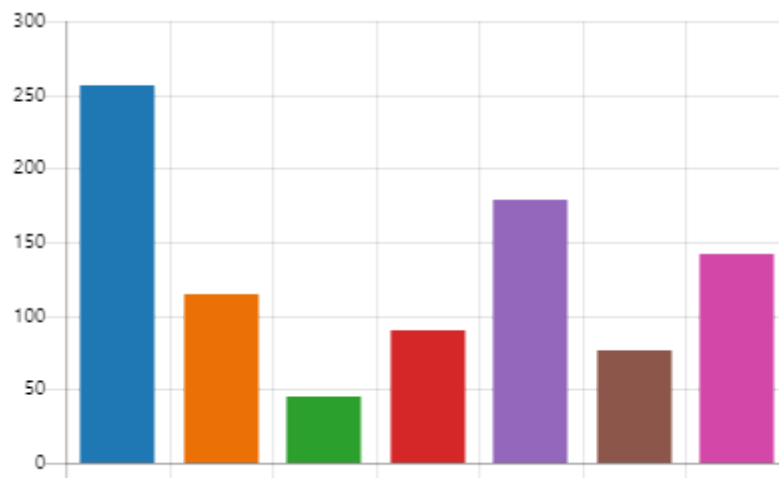
8. In the past year, how often have you / member of your household used parks in the area?

● Daily	68
● Weekly	254
● Monthly	210
● At least once in previous 3 mo...	121
● At least once in previous 6 mo...	56
● Once a year or less	52



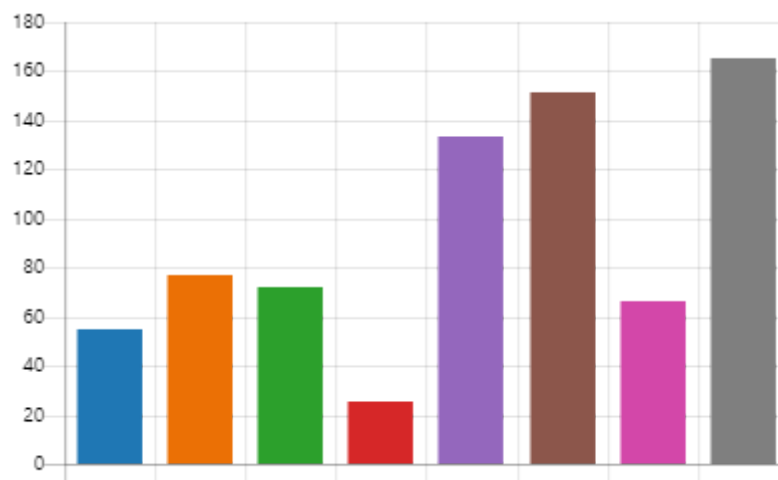
9. What hinders you from utilizing trails within the study area more often?

Not aware of trails	257
Don't go where I want	115
Not interested in Trails	45
No easy access	90
Safety issues / concerns	179
No parking or access	76
Other	142



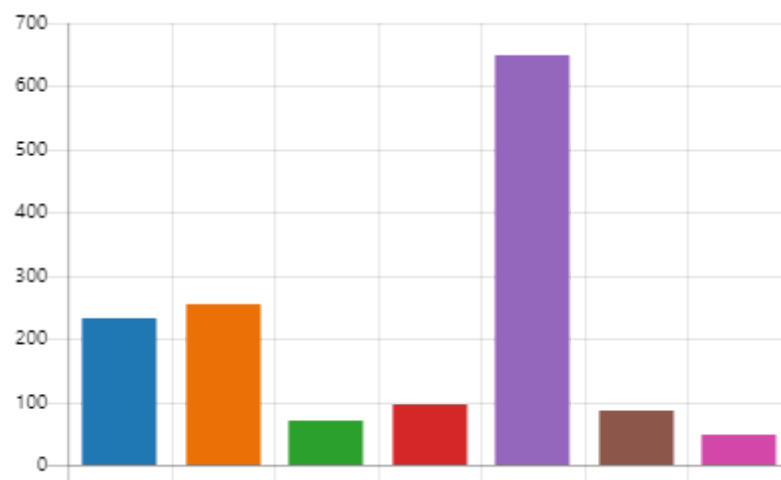
10. What hinders you from utilizing parks within the study area more often?

Not aware of parks	55
Amenities are lacking or not w...	77
Amenities outdated or in need...	72
Not interested in Parks	25
Facilities get overly crowded	133
Safety issues / concerns	151
No parking or access	66
Other	165



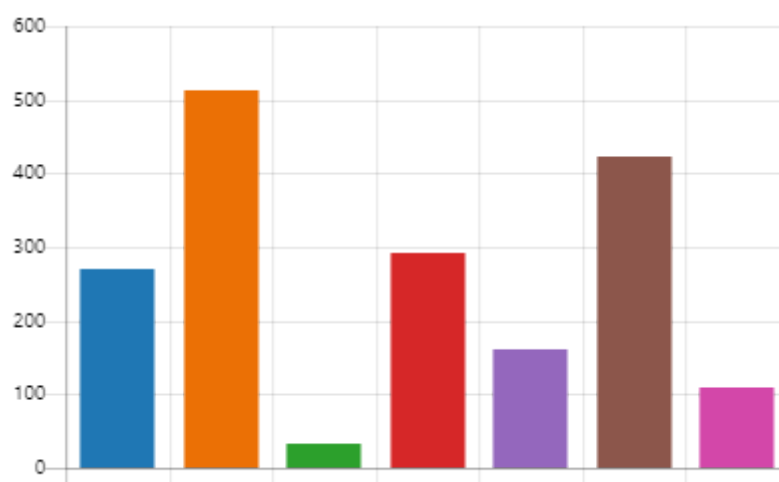
11. If more trails in the area were built, how would you utilize them?

Run / jog	233
Cycling for leisure	256
On-road cycling	71
Off-road cycling	95
Walking	649
Alternate to driving	86
Do not use trails	49



12. If using trails to reach a destination, what types of places would you like to connect to?

● Grocery Store	270
● Park	512
● Work	34
● Retail Shopping	292
● School	162
● Restaurant	422
● Don't Use	108



13. How would you rate your overall satisfaction with the existing trail system within the study area?

● Excellent	41
● Good	303
● Needs Improvement	280
● Poor	82



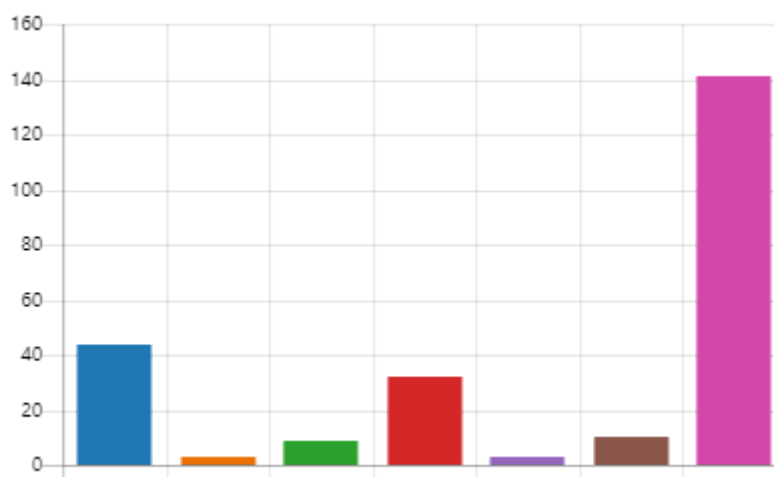
14. In order to develop more trails within the City, I would support the following:

● Increase in local taxes	225
● Volunteer building	315
● Volunteer / Organizational ma...	464
● I don't want trails	70



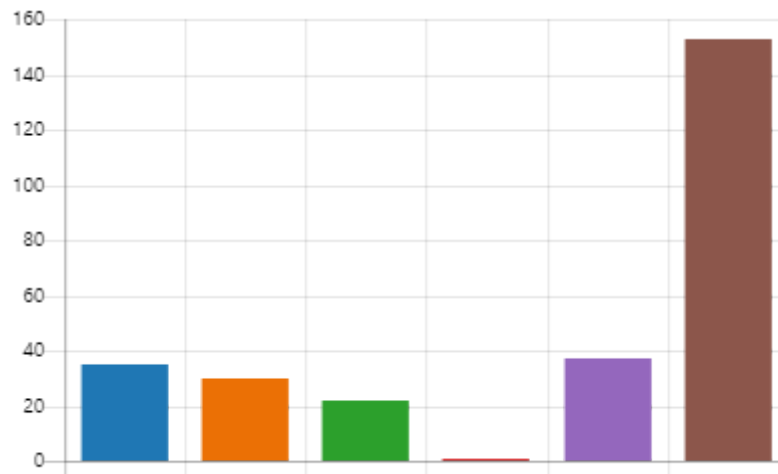
15. In the past 12 months, have you used the Activity Building for:

● Senior Club	44
● Indoor Pickleball	3
● Board Games	9
● Yoga	32
● Square Dancing	3
● Card Games	10
● Other	141



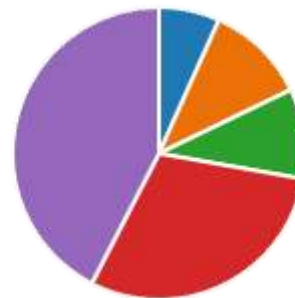
16. In the past 12 months, have you used the Leavesley Park Jones Hanger for:

Summer Program	35
Banquet	30
Dance classes	22
Quinceanera	1
Playground	37
Other	153



17. In the past 12 months, have you used the City Pool at Stevenson Park for:

Swimming Team	23
Swimming Lessons	38
Youth Summer Programs	34
Family Event	102
Other	145



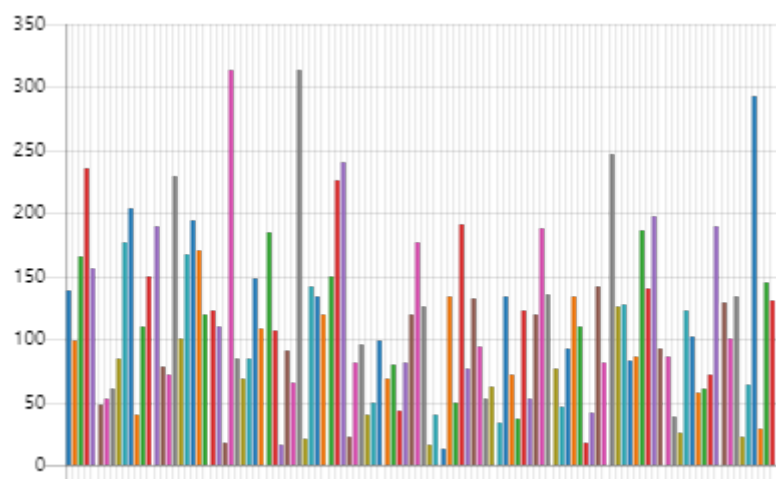
18. Identify the amenities you would like to see more in improvements and planning of future and current parks. "*" indicates amenities offered in parks today. Select all that apply:

 Amphitheater*	138
 Apiary (bees)*	98
 Arboretum	165
 Art in the Park / Public Art	235
 Aviary (birds)	156
 Badminton	47
 Baseball*	53
 Basketball*	61
 Beach	84
 Bench Swing	176
 Benches*	203
 Bike Lockers	40
 Bike Rack*	109
 Birding	149
 Boardwalks*	189
 Boat Dock*	78
 Bocce Ball	72
 Botanic Garden	229
 Bridge*	101
 Butterfly Waystation*	167
 Canoe / Kayak Launch*	194
 Community Garden*	170
 Community Vendor Area	120
 Concessions*	123
 Creative Water Play*	109
 Cricket Field	17
 Day Use Hiking / Picnicking	313
 Demonstration Garden	85
 Dirt Bike Track (BMX Bikes)	69
 Disc Golf Course*	85

	Dog Drinking Fountain*	148
	Dog Park Off-Leash*	108
	Dog-Friendly Trail*	184
	Drinking Fountain*	106
	Electronic Park Sign*	16
	Environmental / Ecology Learn...	90
	Family Reunions*	66
	Farmers Market*	314
	Fencing / Fencing Upgrades*	20
	Festival Area / Plaza*	141
	Festival Lighting*	133
	Fishing*	120
	Fitness Stations*	149
	Fitness Trail*	226
	Food Truck / Court	240
	Football*	23
	Formal Garden	81
	Fountain*	96
	Frisbee*	39
	Gateway into Park*	49
	Greenhouse / Conservatory	98
	Grills*	69
	Hill Terrain & Play	79
	Hopscotch	43
	Horseshoes	81
	Indoor: courts	120
	Indoor: fitness / activity	177
	Indoor: track	126
	Kiosks	16
	Kite Flying*	39
	Lacrosse*	12
	Leisure Seating*	134
	Memorial / History*	49

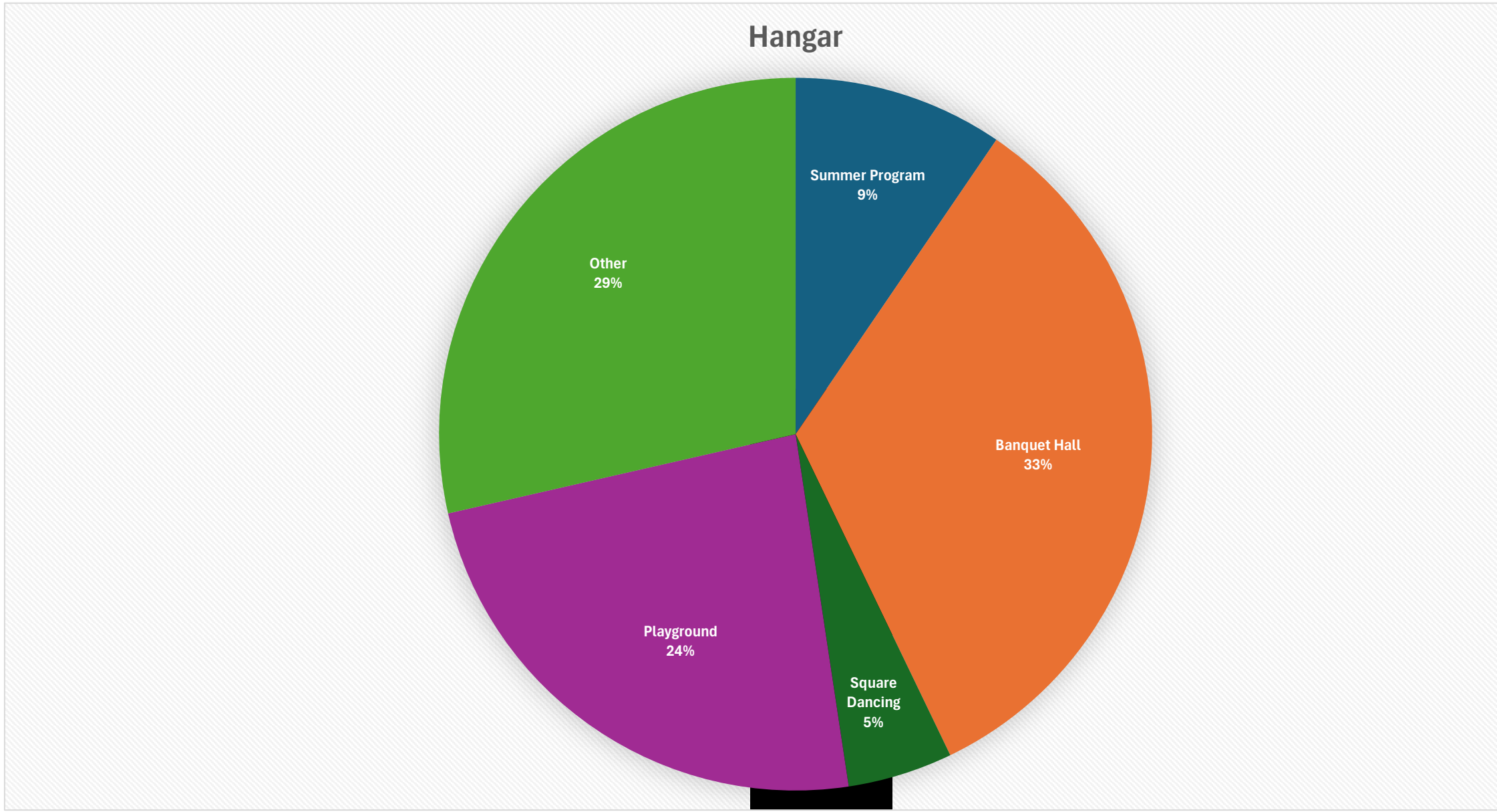
 Multi Use Trail*	191
 Multipurpose Covered Court	77
 Native Plantings*	132
 Nature Play*	94
 Open Area Multipurpose Court	53
 Open Field Play*	62
 Outdoor Chalkboard / Tagging	33
 Outdoor Yoga / Pilates / Tai Chi	133
 Overnight Camping	72
 Park Signage*	36
 Parking Lot / Enhancements*	123
 Performance Stage*	53
 Photography Spot	120
 Pickleball*	188
 Picnic Table*	135
 Piers for observation	76
 Ping Pong*	46
 Playground 2-5 year olds*	92
 Playground 5-12 year olds*	134
 Playground All Inclusive*	110
 Pour In Place Surfacing*	18
 RC / Drone Airport	41
 Recreation Center*	141
 Rental Facility*	81
 Restrooms*	246
 Rock Climbing Wall	125
 Ropes Course	128
 Sanitizer Stations	83
 Sculpture Park / Art Gallery	86
 Security Lighting*	186
 Shade Structure*	140
 Shaded Walk*	197
 Shelter/ Pavilion*	93

Skatepark	86
Soccer*	38
Softball*	26
Splash Pad*	122
Swimming Pool*	102
Tennis*	58
Thematic Activity (Fairy Trail)*	60
Tower for Observation	72
Trail Lighting*	189
Trash Receptacles*	129
Tree Canopy Play	100
Tree House	133
Tug of War	22
Volleyball*	64
Walking and Running Trail*	293
Wayfinding*	28
Wi-Fi Connectivity	144
Wildlife Habitat Study	131
Zip Line	157

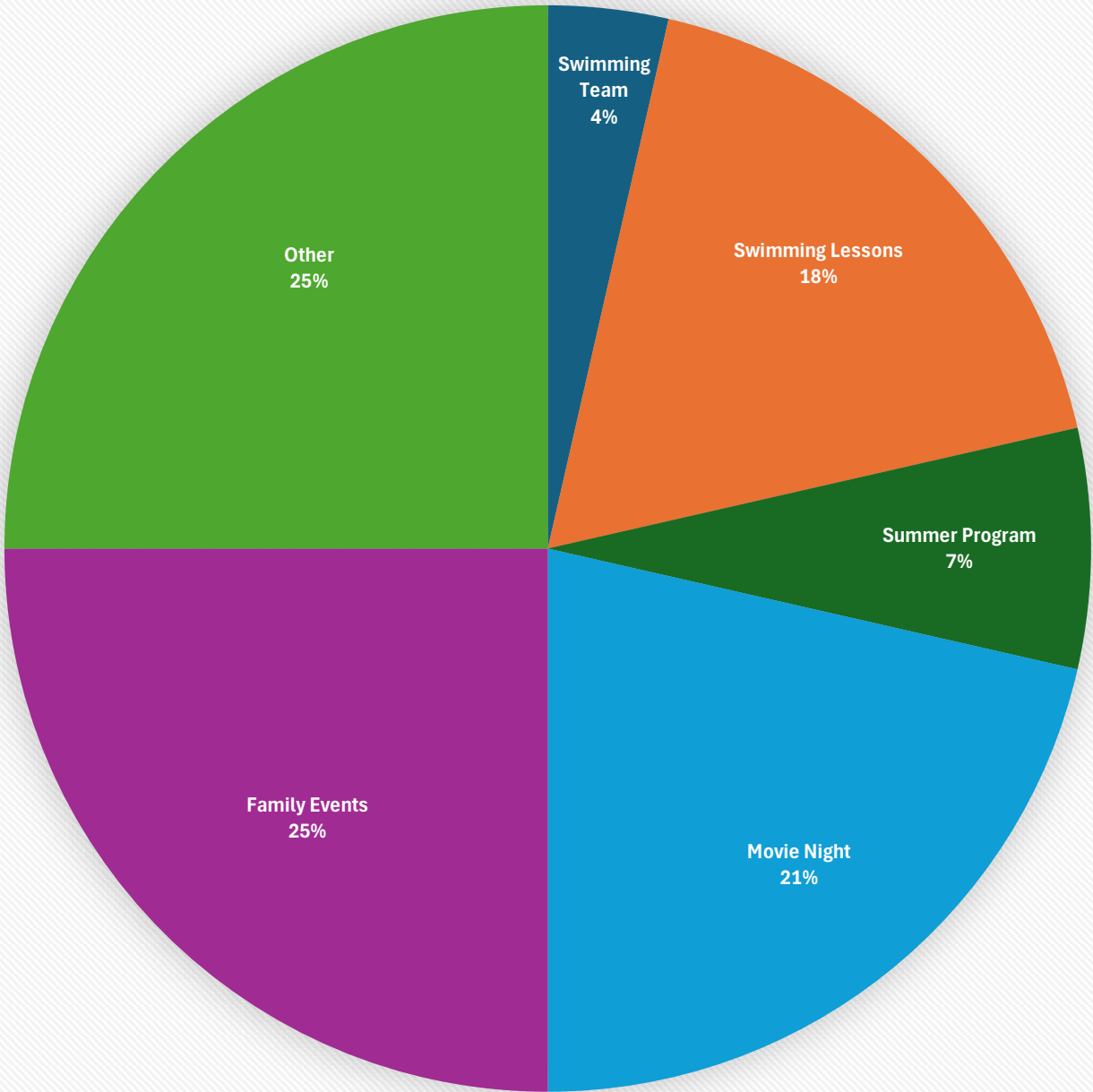


The data shown on pages 101 - 105 represents feedback gathered from the posters shown at the public engagement meeting held on January 26, 2024 at the Public Library. This feedback reflects which facilities the public utilized most recently within the past 12 months.

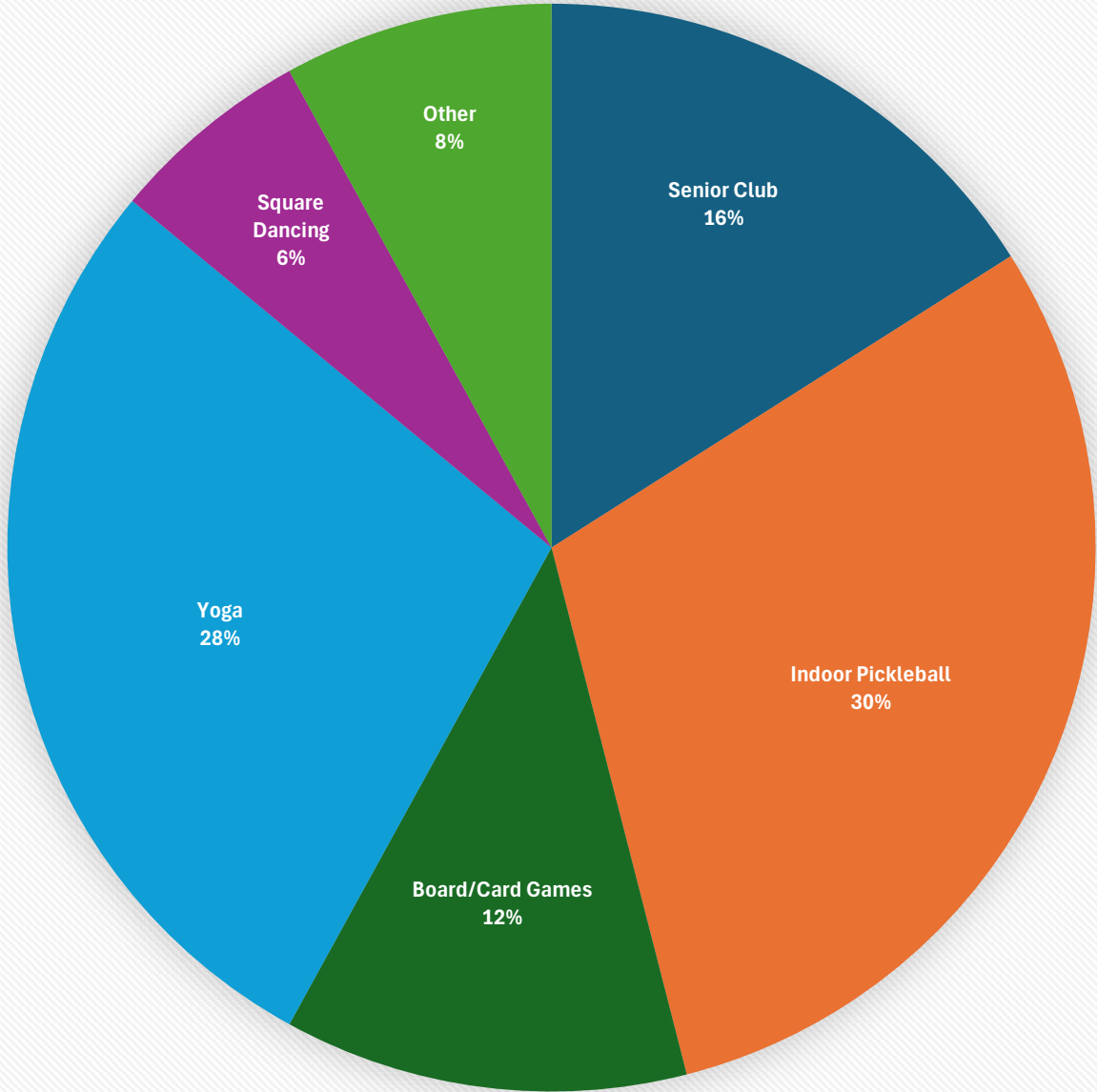
	Summer Program	Banquet Hall	Square Dancing	Quinceanera	Playground	Other	Total Votes
Votes	2	7	1	0	5	6	21
Hangar	9.52%	33.33%	4.76%	0.00%	23.81%	28.57%	
	Swimming Team	Swimming Lessons	Summer Program	Movie Night	Family Event	Other	Total Votes
Votes	1	5	2	6	7	7	28
Aquatic Center	3.57%	17.86%	7.14%	21.43%	25.00%	25.00%	
	Senior Club	Indoor Pickleball	Board/Card Games	Yoga	Square Dancing	Other	Total Votes
Votes	8	15	6	14	3	4	50
Activity Building	16.00%	30.00%	12.00%	28.00%	6.00%	8.00%	



Aquatic Center



Activity Building



comments from board 1
comments from board 2

FACILITIES 2 COMMENTS

Topic		Hangar
Existing		Hoa Meetings
	7	Adapt Swim
		KFB Edu Program
Improvements		Host Comm Parties
		Special Strong Classes
		Special Strong
		Special Olympic Kayaks
Other		No Comments
	0	

Topic		Aquatic Center
Existing		Pool Movie Night
	9	Adaptive Swim
		Adaptive Swim
Improvements		Adaptive Swim
		Adaptive Swim
		Aqua Zumba
		Aswim
		Love concert in the park
Other		Aqua Yoga
Other		No Comments
	1	

Topic		Activity Building
Existing		Adapt Swim
	2	Activity Center!!
Improvements		No Comments
	0	
Other		No Comments
	0	

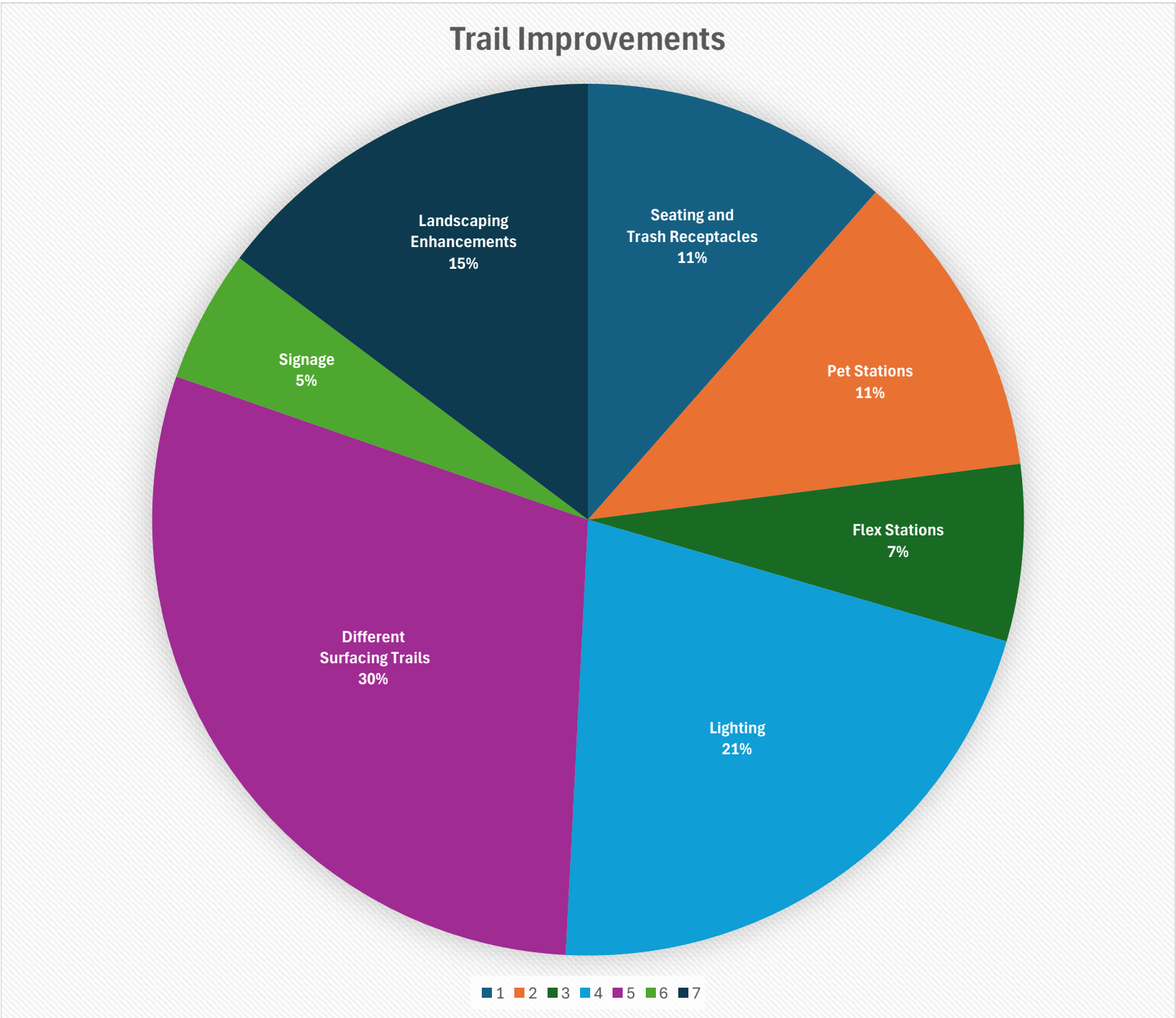
FACILITIES 3 COMMENTS

comments from board 1 comments from board 2	Topic			Hangar	
	Existing			Too many competing activities with only one space	
				2 We do yoga on Tuesdays at 10:00 with Ellen	
	Improvements			We need a community center to house all classes etc. in one space	
				3 Need a yoga facility that is more zen and meditative	
				Need more public meeting spaces for civic groups, HOA, homeschool, scouts, etc.	
	Other			No Comments	
				0	
	Topic			Aquatic Center	
	Existing			We do adaptive water aerobics with special strong during the summer	
1					
Improvements			Dress area needed		
			6 Adult lap swimming in nonsummer		
			Larger pool, Heated pool, Dressing area, A/C Bathrooms		
			Need larger pool, more shaded area		
			More time for open lap swimming during non-summer		
Other			More summer water aerobics		
			No Comments		
			0		

Topic		Activity Building
Existing		The Girl Scouts use this building right by the senior building. Please keep an area for the Girl Scouts
	2	I want to make sure there will be space for the Girl Scouts.
Improvements		Activity Center too small, need more room, need high bay area to support indoor pickle ball, permanent table tennis room
	11	Too small, falling apart, need rec center
		Need a space for adults with special needs to gather
		Need better room with water/sink for painting. We can not take care of all people interested. Large, long sink please. No carpet.
		Need areas for the special needs community to have many opportunities such as dances, adaptive dance class, kayaking
		Need Rec Center for more activities: indoor pickleball courts, indoor basketball courts, room for social activities and rentals
		Need more areas for individuals with special needs to meet, socialize, have activities such as cooking classes, crafts and gaming
		Need indoor Basketball courts. Need rooms for meetings. Need more locations for social activities like dances.
		Need a new senior center
		Need a City Rec Center, Basketball Use
Other		Activity Building: Make It Happen!!!
	5	One blank sticky note
		Looking forward ti a new Activity Builring. Will be used a lot!!
		One blank sticky note
		stars

The data shown on pages 106 - 107 represents feedback gathered from the posters shown at the public engagement meeting held on January 26, 2024 at the Public Library. This feedback reflects support for amenities that could be implemented along future and existing trails in Friendswood.

	Votes	Percentage
Seating and Trash Receptacles	7	11.48%
Pet Stations	7	11.48%
Flex Stations	4	6.56%
Lighting	13	21.31%
Different Surfacing Trails	18	29.51%
Signage	3	4.92%
Landscaping Enhancements	9	14.75%
	100.00%	



Trails 3 COMMENTS

Topic

Seating and Trash Receptacles

Topic

Water fountains along Trail

Pet Stations

No Comments

Topic

Flex Stations

Topic

What is left of 1776 Park could use a designated trail + flex station

Lighting

More lighting, complete lighting from Stevenson Park towards dog park

Different Surfacing Trails

Topic

Connect trails with Pearland and League City for long distance rides

Bike Trails

Signage

No Comments

Topic

Landscaping Enhancements

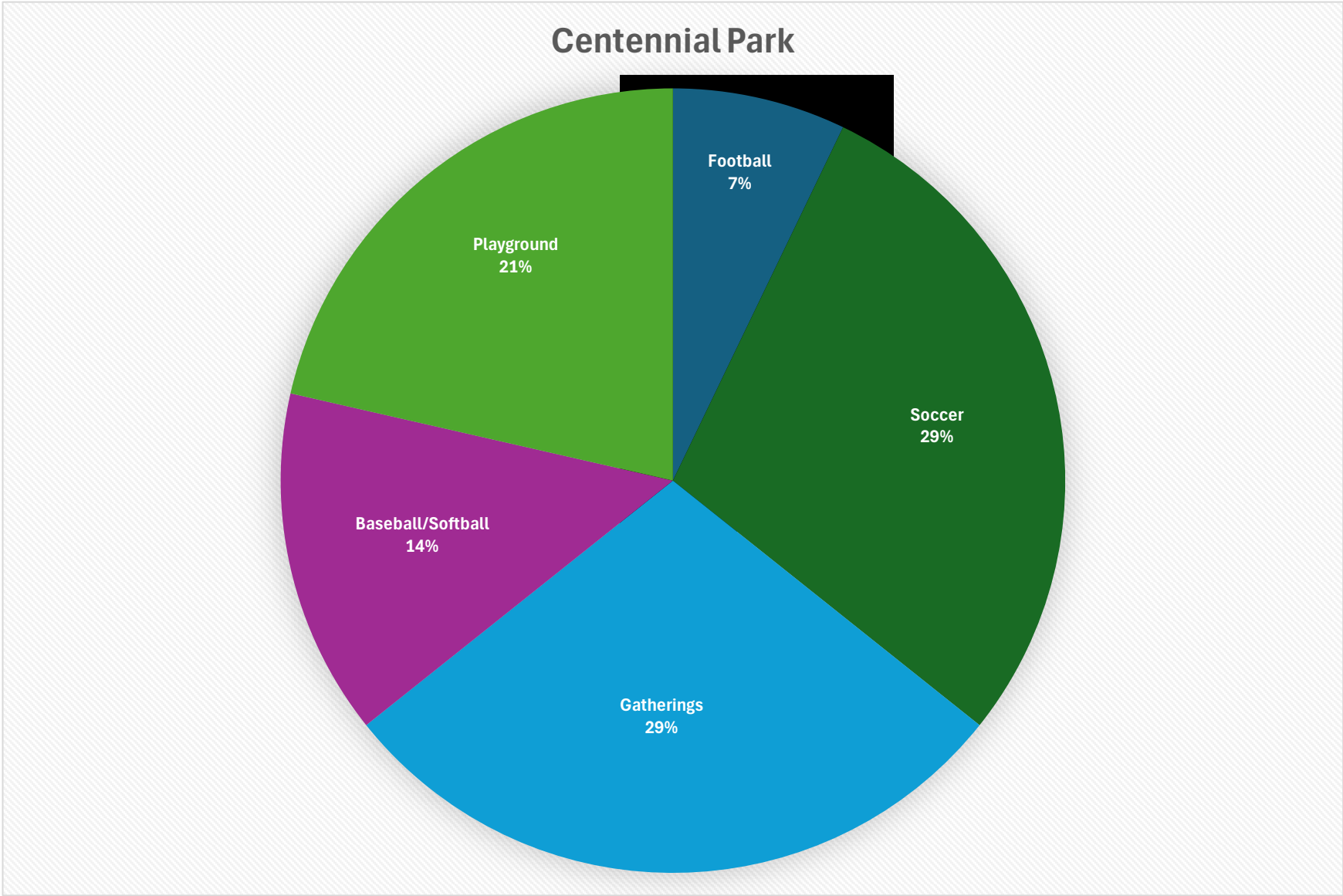
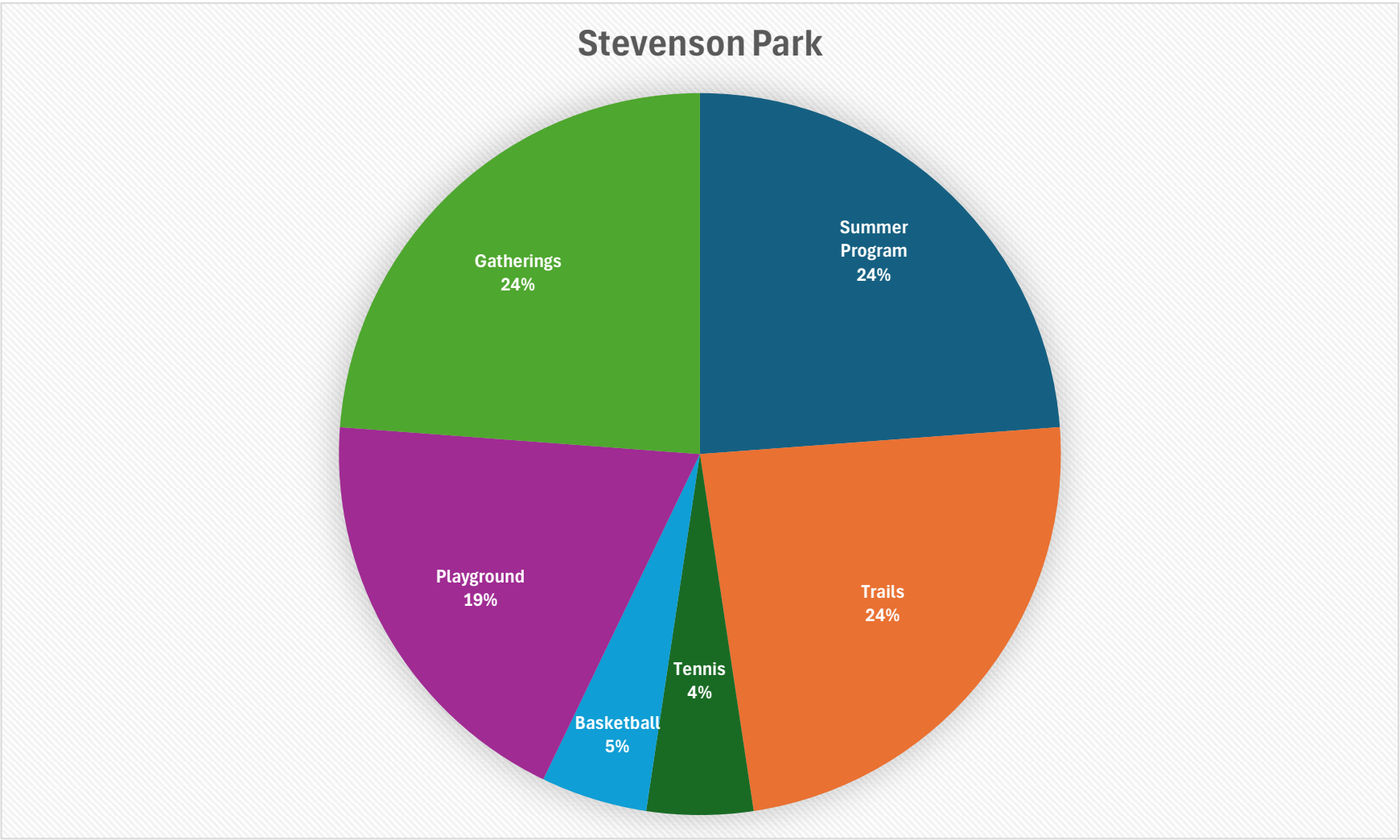
Trail along Clear Creek - concrete

Connect in some way Frankie Park and 1776 Park

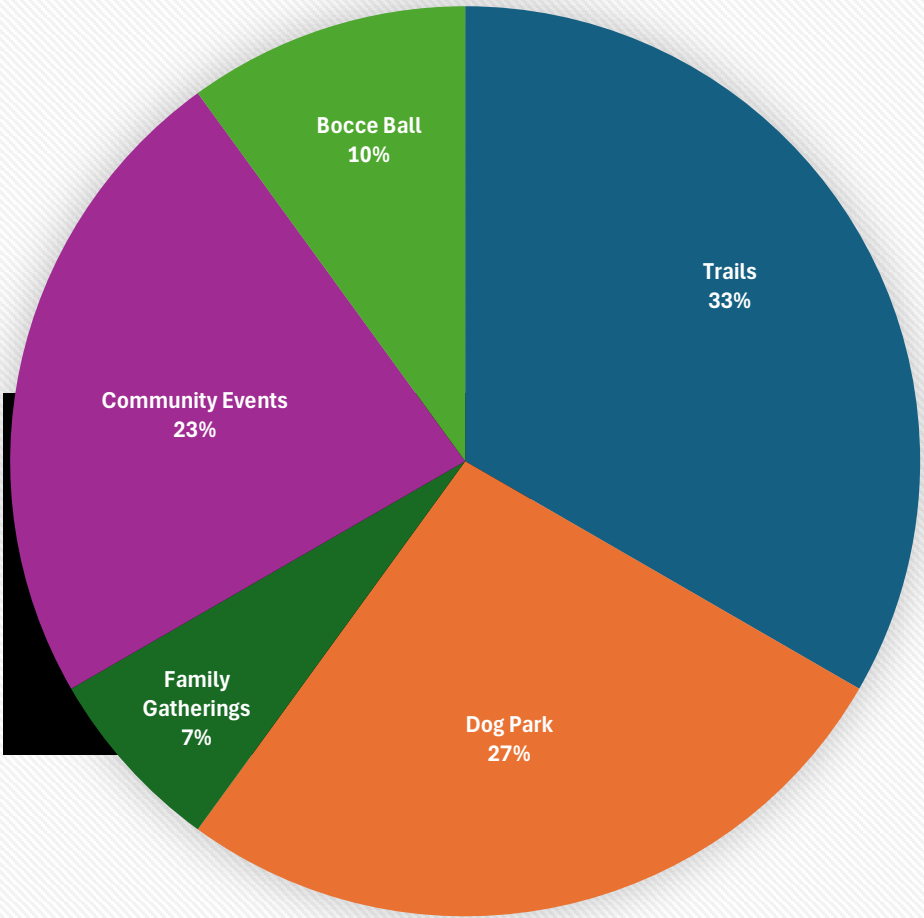
Natural, local, edible plants with information

The data shown on pages 108 - 118 represents feedback gathered from the posters shown at the public engagement meeting held on January 26, 2024 at the Public Library. This feedback highlights the park activities the public has most frequently used in the past 12 months, along with their preferences for desired and improved amenities.

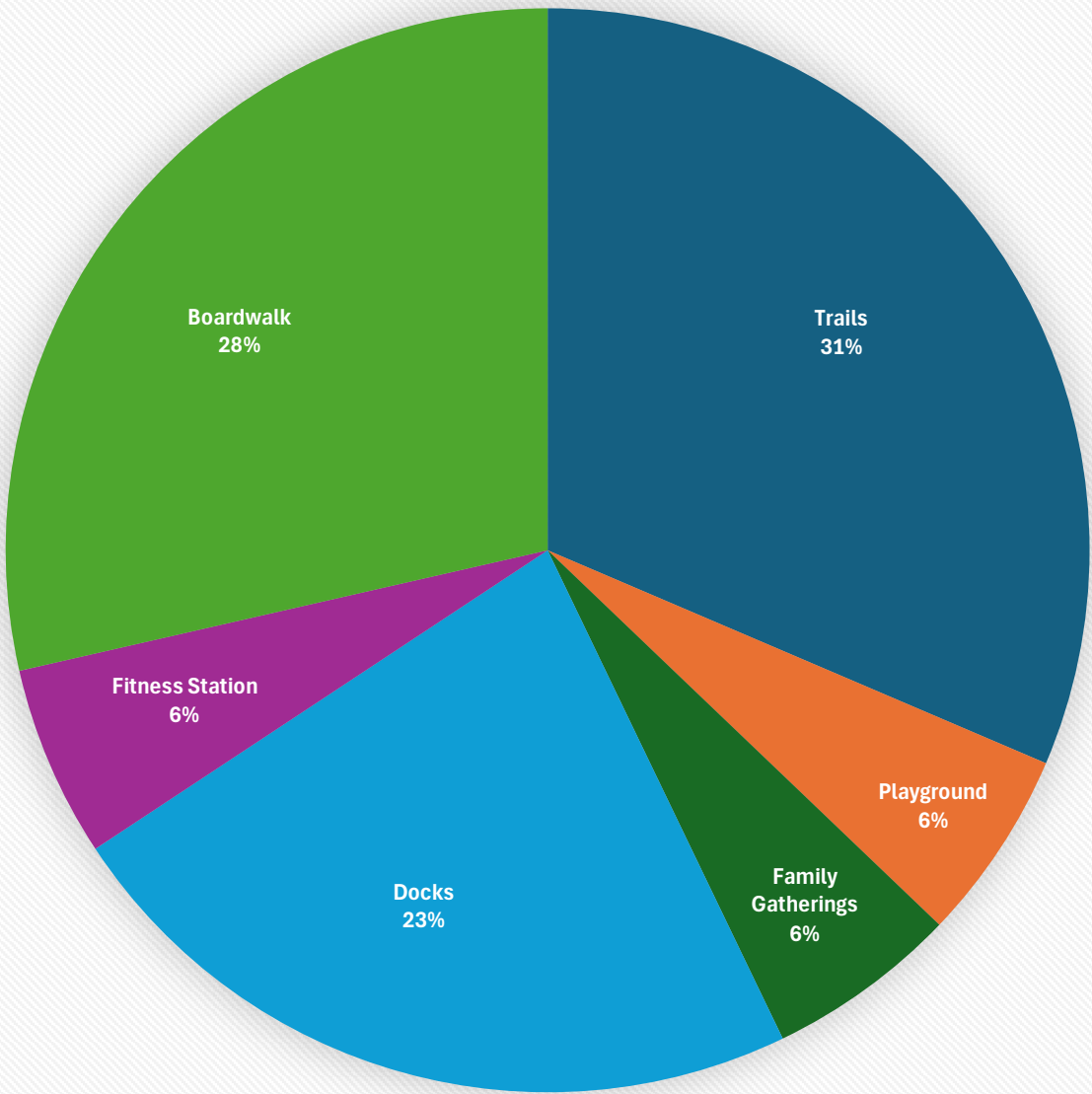
	Summer Program	Trails	Tennis	Basketball	Playground	Gatherings	Total Votes
Votes	10	10	2	2	8	10	42
Stevenson Park	23.81%	23.81%	4.76%	4.76%	19.05%	23.81%	
	Football	Lacrosse	Soccer	Gatherings	Baseball/Softball	Playground	Total Votes
Votes	1	0	4	4	2	3	14
Centennial Park	7.14%	0.00%	28.57%	28.57%	14.29%	21.43%	
	Trails	Dog Park	Family Gatherings	Reflection	Community Events	Bocce Ball	Total Votes
Votes	10	8	2	0	7	3	30
Old City Park	33.33%	26.67%	6.67%	0.00%	23.33%	10.00%	
	Trails	Playground	Family Gatherings	Docks	Fitness Stations	Boardwalk	Total Votes
Votes	11	2	2	8	2	10	35
Lake Friendswood Park	31.43%	5.71%	5.71%	22.86%	5.71%	28.57%	



Old City Park



Lake Friendswood Park



PARKS 2 COMMENTS

comments from board 1	Topic	Existing	Stevenson Park	
			Love concert in the park	
			1	
			Improvements	Summer camp needs to grow. Its my favorite time of year.
				4 Larger camp facility for youth
				Summer camp is <u>so</u> important to dual income families. We <u>need</u> this camp. This camp sells out in seconds. Recommend younger camp and older camp locations to alleviate registration . -Toon
				Friendswood summer camp needs to allow for <u>GROWTH</u> .
			Other	Registration for summer camps should allow volunteer opportunities or donations to allow for priority registration
				1
			comments from board 2	Topic
No Comment				
0				
Improvements	No Comment			
	0			
Other	No Comment			
	0			

Topic	Old City Park	
Existing	No Comment	
	0	
Improvements	Fun agility equipment for dogs	
	3 *Running trails	
	Bigger (Dog Park)	
Other	No Comment	
	0	

Topic	Lake Friendswood Park	
Existing	No Comment	
	0	
Improvements	No Comment	
	0	
Other	No Comment	
	0	

PARKS 3 COMMENTS					
		comments from board 1			
		comments from board 2			
Topic	Stevenson Park		Topic	Centennial Park	
Existing	No Comments		Existing	No Comments	
	0			0	
Improvements	Fix tennis court		Improvements	No Comments	
	4 Expanded and heated pool			0	
	Pickleball Indoor and Outdoor (Activity Center)				
	Life-sized chess board for play				
Other	One Sticker		Other	One Sticker	
	1			1	
Topic	Old City Park		Topic	Lake Friendswood Park	
Existing	No Comments		Existing	We practice kayaking with special olympics during the summer. We competed in 2022 in the fall.	
	0			1	
Improvements	No Comments		Improvements	more hours availability, more parking	
	0			2 additional fishing piers for docks to spread out crowds and fishing pressure	
Other	No Comments		Other	stop people using the track as a bicycle racing track	
	0			12 no playground	
				no playground at the lake	
				stop bike races at lake friendswood	
				stop bike racing at lake of friendswood	
				no playground at lake friendswood, water safety concerns and supervision concerns	
				do not block lake views of the people who live near lake friendswood	
				no bikes/racing, no playground, no kayak renting safety	
				please no kayak at friendswood lake, no playground at friendswood lake, huge safety concerns for neighborhood.	
				blank sticky note	
				one sticker	
				one sticker	

Topic	1776 Park		Topic
	Existing	No Comments	
		0	
Improvements		restrooms for kayakers on paddle trails	Improvements
	5	lighting needed	
		^ I like this better trails, biking/dirty trails *star*	
Other		No Comments	Other
		0	

Topic	Renwick Park		Topic
	Existing	I played baseball in the spring with Little League for 19 years.	
		1	
Improvements		drainage of fields, lighting all fields good needs work, better bleacher and shade area	Improvements
	2	Please turf field 5. We can use for all ages. Helps with bad weather times. It will be Renwick's showcase field for our 12 yr. old group	
Other		one sticker	Other
		1	

Topic	Wesley J. Canning Park		Topic
	Existing	No Comments	
		0	
Improvements		good location for a community recreation center	Improvements
	2	lacross fields, soccer small site fields, for when not used for flood overflow	
Other		No Comments	Other
		0	

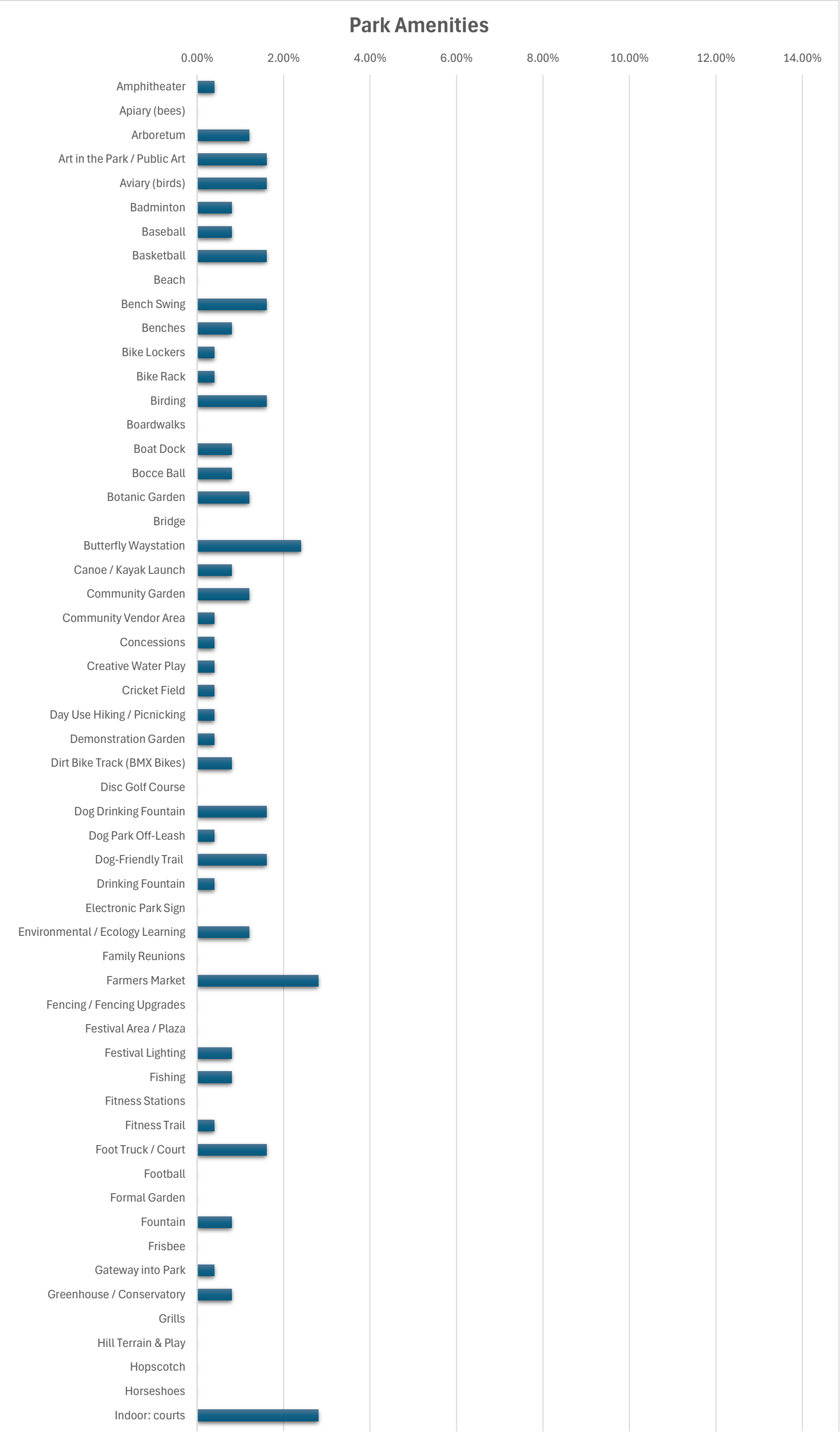
Topic	Lundy Lane 27Ac. Park		Topic
	Existing	No Comments	
		0	
Improvements		more signage	Improvements
	1		
Other		blank sticky note	Other
		1	

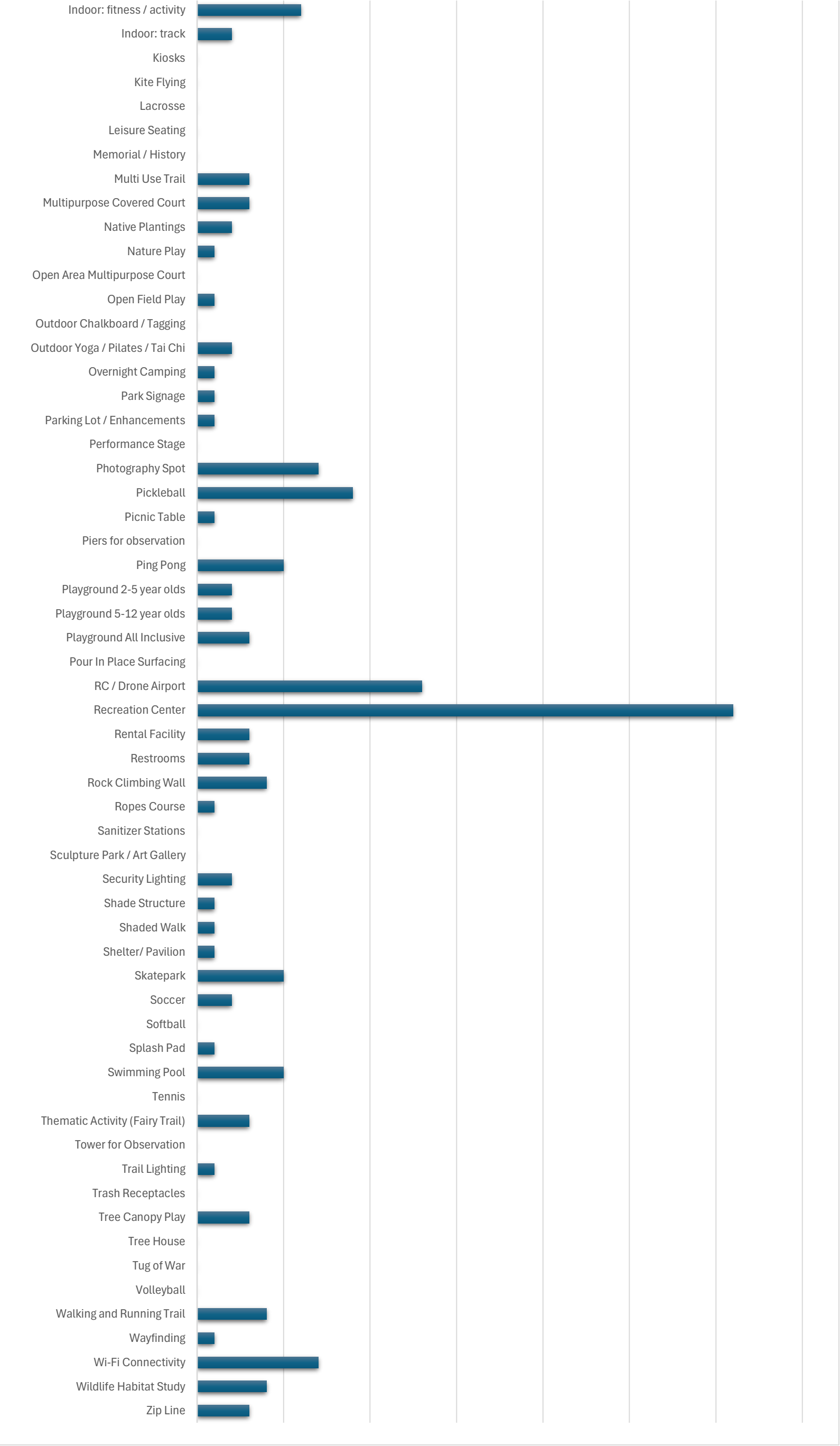
Parks 4

		Amenities offered in Parks today	Amenities you would like to see more or improved in Parks		
1	Amphitheater	X	1		0.40%
2	Apiary (bees)	X	0		0.00%
3	Arboretum		3		1.20%
4	Art in the Park / Public Art		4		1.60%
5	Aviary (birds)		4		1.60%
6	Badminton		2		0.80%
7	Baseball	X	2		0.80%
8	Basketball	X	4		1.60%
9	Beach		0		0.00%
10	Bench Swing		4		1.60%
11	Benches	X	2		0.80%
12	Bike Lockers		1		0.40%
13	Bike Rack	X	1		0.40%
14	Birding		4		1.60%
15	Boardwalks	X	0		0.00%
16	Boat Dock	X	2		0.80%
17	Bocce Ball		2		0.80%
18	Botanic Garden		3		1.20%
19	Bridge	X	0		0.00%
20	Butterfly Waystation	X	6		2.40%
21	Canoe / Kayak Launch	X	2		0.80%
22	Community Garden		3		1.20%
23	Community Vendor Area		1		0.40%
24	Concessions	X	1		0.40%
25	Creative Water Play	X	1		0.40%
26	Cricket Field		1		0.40%
27	Day Use Hiking / Picnicking		1		0.40%
28	Demonstration Garden		1		0.40%
29	Dirt Bike Track (BMX Bikes)		2		0.80%
30	Disc Golf Course	X	0		0.00%
31	Dog Drinking Fountain	X	4		1.60%
32	Dog Park Off-Leash	X	1		0.40%
33	Dog-Friendly Trail	X	4		1.60%
34	Drinking Fountain	X	1		0.40%
35	Electronic Park Sign	X	0		0.00%
36	Environmental / Ecology Learning		3		1.20%
37	Family Reunions	X	0		0.00%
38	Farmers Market	X	7		2.80%
39	Fencing / Fencing Upgrades	X	0		0.00%

40	Festival Area / Plaza	X	0		0.00%
41	Festival Lighting	X	2		0.80%
42	Fishing	X	2		0.80%
43	Fitness Stations	X	0		0.00%
44	Fitness Trail	X	1		0.40%
45	Foot Truck / Court		4		1.60%
46	Football	X	0		0.00%
47	Formal Garden		0		0.00%
48	Fountain	X	2		0.80%
49	Frisbee	X	0		0.00%
50	Gateway into Park	X	1		0.40%
51	Greenhouse / Conservatory		2		0.80%
52	Grills	X	0		0.00%
53	Hill Terrain & Play		0		0.00%
54	Hopscotch		0		0.00%
55	Horseshoes		0		0.00%
56	Indoor: courts		7		2.80%
57	Indoor: fitness / activity		6		2.40%
58	Indoor: track		2		0.80%
59	Kiosks		0		0.00%
60	Kite Flying	X	0		0.00%
61	Lacrosse	X	0		0.00%
62	Leisure Seating	X	0		0.00%
63	Memorial / History	X	0		0.00%
64	Multi Use Trail	X	3		1.20%
65	Multipurpose Covered Court		3		1.20%
66	Native Plantings	X	2		0.80%
67	Nature Play	X	1		0.40%
68	Open Area Multipurpose Court		0		0.00%
69	Open Field Play	X	1		0.40%
70	Outdoor Chalkboard / Tagging		0		0.00%
71	Outdoor Yoga / Pilates / Tai Chi		2		0.80%
72	Overnight Camping		1		0.40%
73	Park Signage	X	1		0.40%
74	Parking Lot / Enhancements	X	1		0.40%
75	Performance Stage	X	0		0.00%
76	Photography Spot		7		2.80%
77	Pickleball	X	9		3.60%
78	Picnic Table	X	1		0.40%

79	Piers for observation		0		0.00%
80	Ping Pong	X	5		2.00%
81	Playground 2-5 year olds	X	2		0.80%
82	Playground 5-12 year olds	X	2		0.80%
83	Playground All Inclusive	X	3		1.20%
84	Pour In Place Surfacing	X	0		0.00%
85	RC / Drone Airport		13		5.20%
86	Recreation Center	X	31		12.40%
87	Rental Facility	X	3		1.20%
88	Restrooms	X	3		1.20%
89	Rock Climbing Wall		4		1.60%
90	Ropes Course		1		0.40%
91	Sanitizer Stations		0		0.00%
92	Sculpture Park / Art Gallery		0		0.00%
93	Security Lighting	X	2		0.80%
94	Shade Structure	X	1		0.40%
95	Shaded Walk	X	1		0.40%
96	Shelter/ Pavilion	X	1		0.40%
97	Skatepark		5		2.00%
98	Soccer	X	2		0.80%
99	Softball	X	0		0.00%
100	Splash Pad	X	1		0.40%
101	Swimming Pool	X	5		2.00%
102	Tennis	X	0		0.00%
103	Thematic Activity (Fairy Trail)		3		1.20%
104	Tower for Observation		0		0.00%
105	Trail Lighting	X	1		0.40%
106	Trash Receptacles	X	0		0.00%
107	Tree Canopy Play		3		1.20%
108	Tree House		0		0.00%
109	Tug of War		0		0.00%
110	Volleyball	X	0		0.00%
111	Walking and Running Trail	X	4		1.60%
112	Wayfinding	X	1		0.40%
113	Wi-Fi Connectivity		7		2.80%
114	Wildlife Habitat Study		4		1.60%
115	Zip Line		3		1.20%

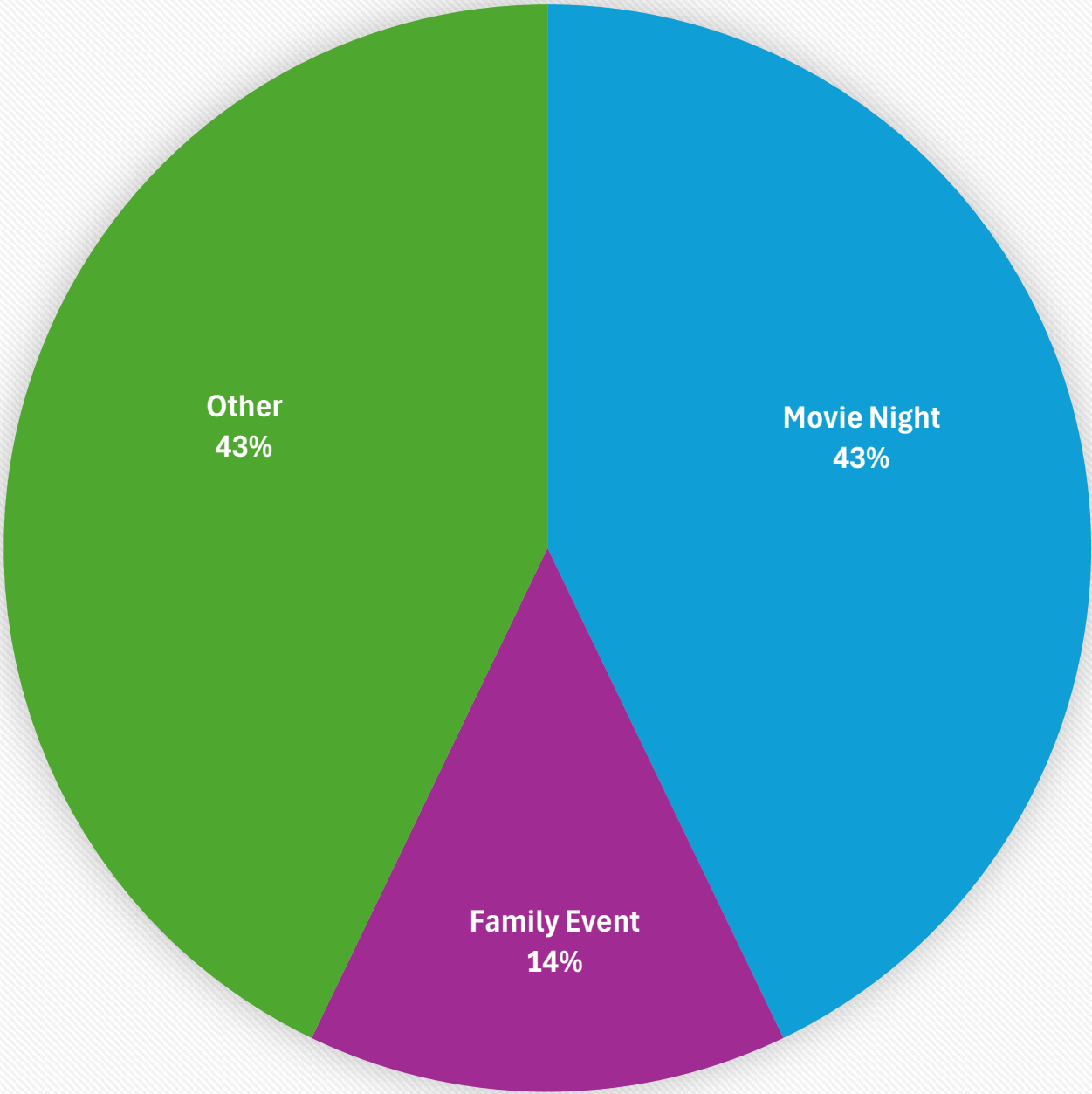




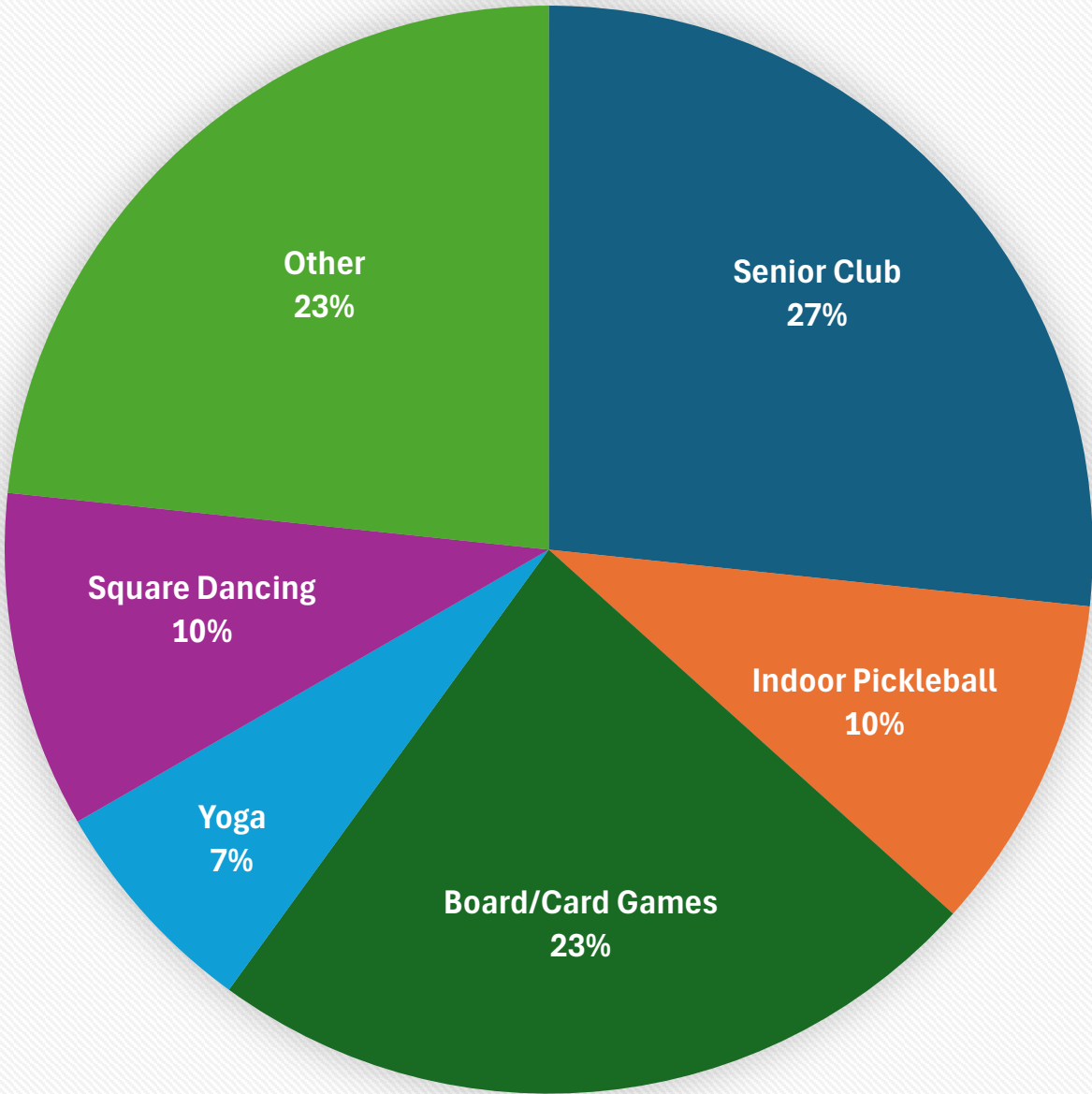
The data below on pages 119 - 122 represents feedback gathered from the posters shown at the public engagement meeting held on January 30, 2024 at the Senior Activity Center. This feedback reflects which facilities the public utilized most recently within the past 12 months.

	Summer Program	Banquet Hall	Square Dancing	Quinceanera	Playground	Other	Total Votes
Votes	0	0	0	0	0	0	0
Hangar	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
	Swimming Team	Swimming Lessons	Summer Program	Movie Night	Family Event	Other	Total Votes
Votes	0	0	0	3	1	3	7
Aquatic Center	0.00%	0.00%	0.00%	42.86%	14.29%	42.86%	
	Senior Club	Indoor Pickleball	Board/Card Games	Yoga	Square Dancing	Other	Total Votes
Votes	8	3	7	2	3	7	30
Activity Building	26.67%	10.00%	23.33%	6.67%	10.00%	23.33%	

Aquatic Center



Activity Building



comments from board F-2
comments from board F-1

FACILITIES 2 COMMENTS

Topic	Hangar	
Existing	N/A	0
Improvements	N/A	0
Other	N/A	0
Topic	Aquatic Center	
Existing	Aqua Zumba	2
	Summer Concert	
Improvements	Keep up pool indoor heated pool would be good too.	2
	Indoor heated pool seniors need it!	
Other	N/A	0

Topic		Activity Building
Existing		Zumba
	5	Zumba
		Zumba
		Line Dancing
		Line Dancing
Improvements		Need more room, storage, better parking
	5	New building. <u>Wasting money</u> trying to repair and keep up an <u>old building</u>
		<u>New building</u>
		Bigger building
		New Building
Other		More Trip
	1	

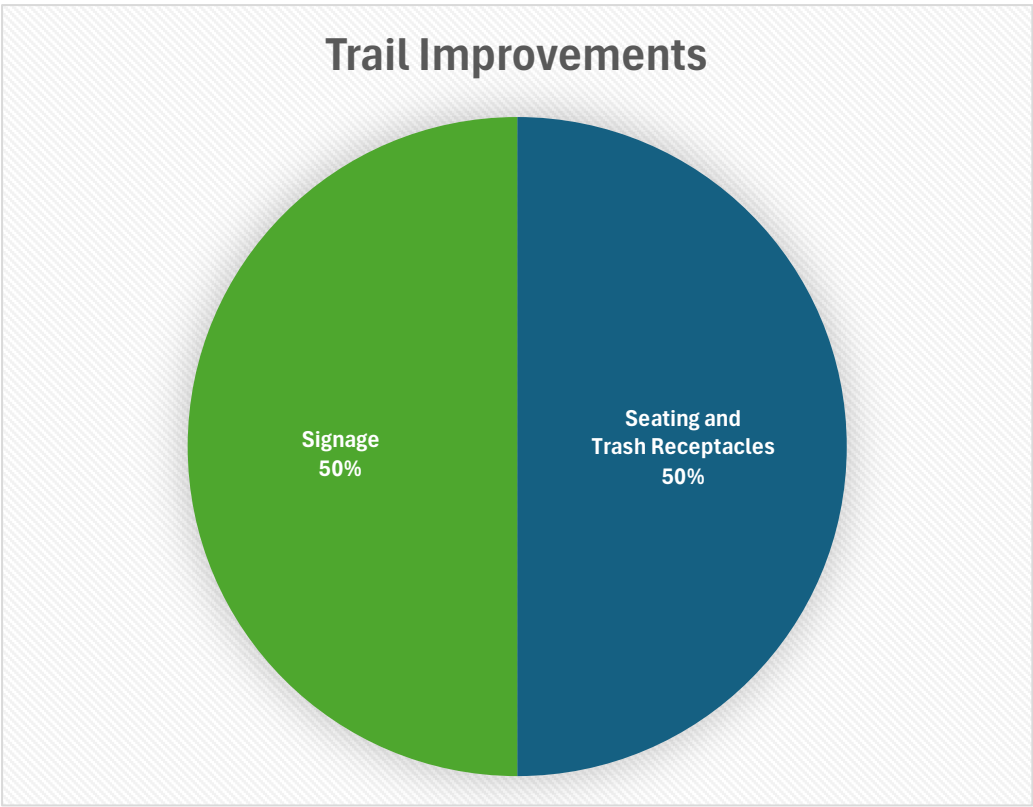
FACILITIES 3 COMMENTS

- comments from board 1
- comments from board 2
- comments from board F1-3
- comments from board F1-4

Topic	Hangar	
Existing	N/A	
	0	
Improvements	Indoor walking area	
	2 Indoor walking area	
Other	N/A	
	0	
Topic	Aquatic Center	
Existing	N/A	
	0	
Improvements	indoor pool	
	2 improve restrooms, lockers, dressing rooms	
Other	N/A	
	0	
Topic	Activity Building	
Existing	N/A	
	0	
Improvements	<u>New building</u> or renovate the building	
	13 Renovate or New building!!! When????	
	Pickleball courts indoor	
	New or renovated activity blg.!!!	
	Clogging	
	New Building Yes!	
	Improve/New Building	
	Bigger Activity Building	
	Build a larger Activity Bldg! Amen!	
	Building a large activity Bldg!	
	Need a bigger building	
	New building with larger rooms	
	A larger facility, configured with separate rooms to accommodate active sports; e.g., ping pong	
Other	Thank you for doing this!	
	1	

The data below on pages 123 - 124 represents feedback gathered from the posters shown at the public engagement meeting held on January 30, 2024 at the Senior Activity Center. This feedback reflects support for amenities that could be implemented along future and existing trails in Friendswood.

	Votes	Percentage
Seating and Trash Receptacles	1	50.00%
Pet Stations	0	0.00%
Flex Stations	0	0.00%
Lighting	0	0.00%
Different Surfacing Trails	0	0.00%
Signage	1	50.00%
Landscaping Enhancements	0	0.00%
	100.00%	





Trails 3 COMMENTS

Topic

Seating and Trash Receptacles

Topic

Pet Stations

Shade for benches

Topic

Flex Stations

Topic

Lighting

Topic

Different Surfacing Trails

Topic

Signage

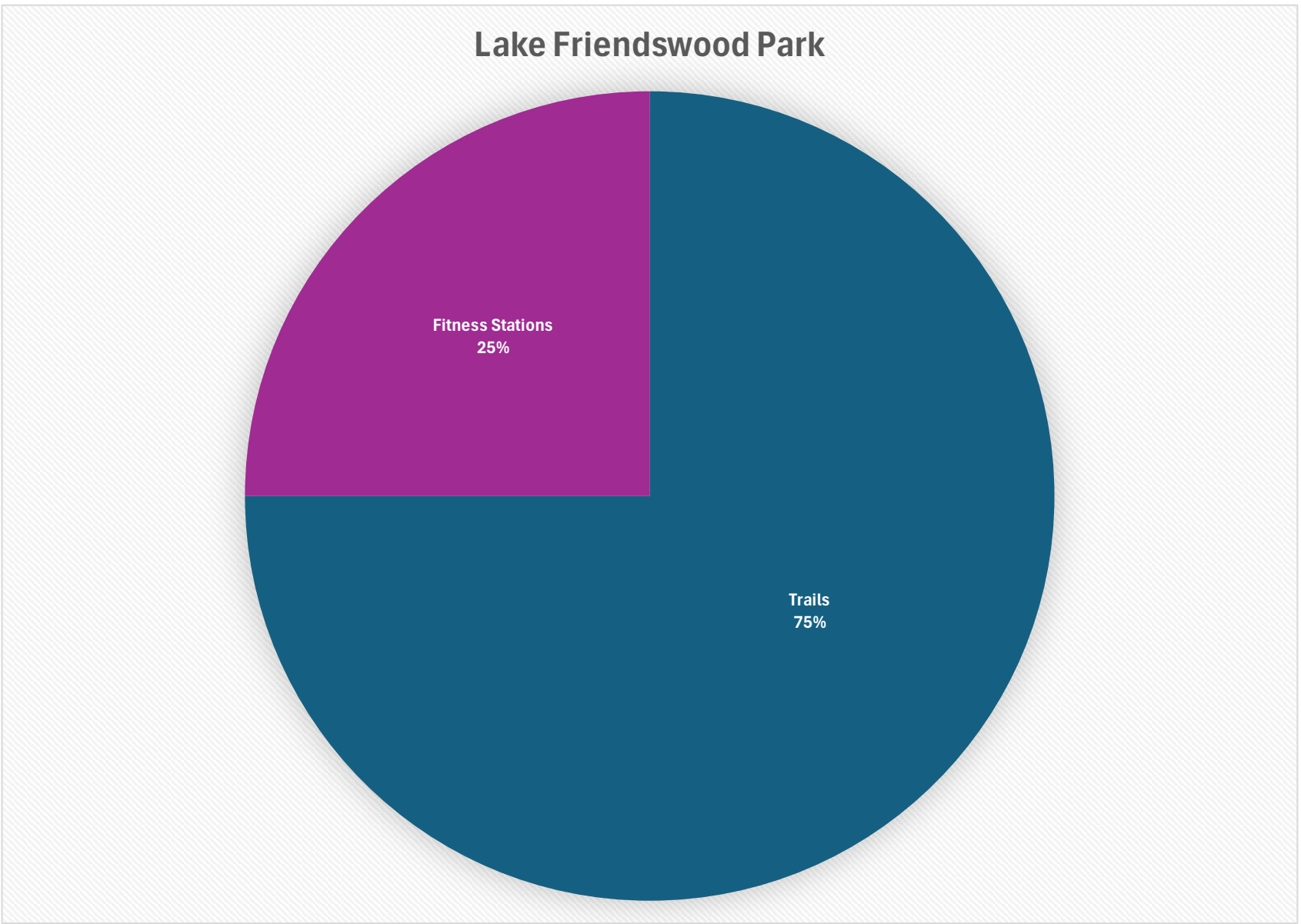
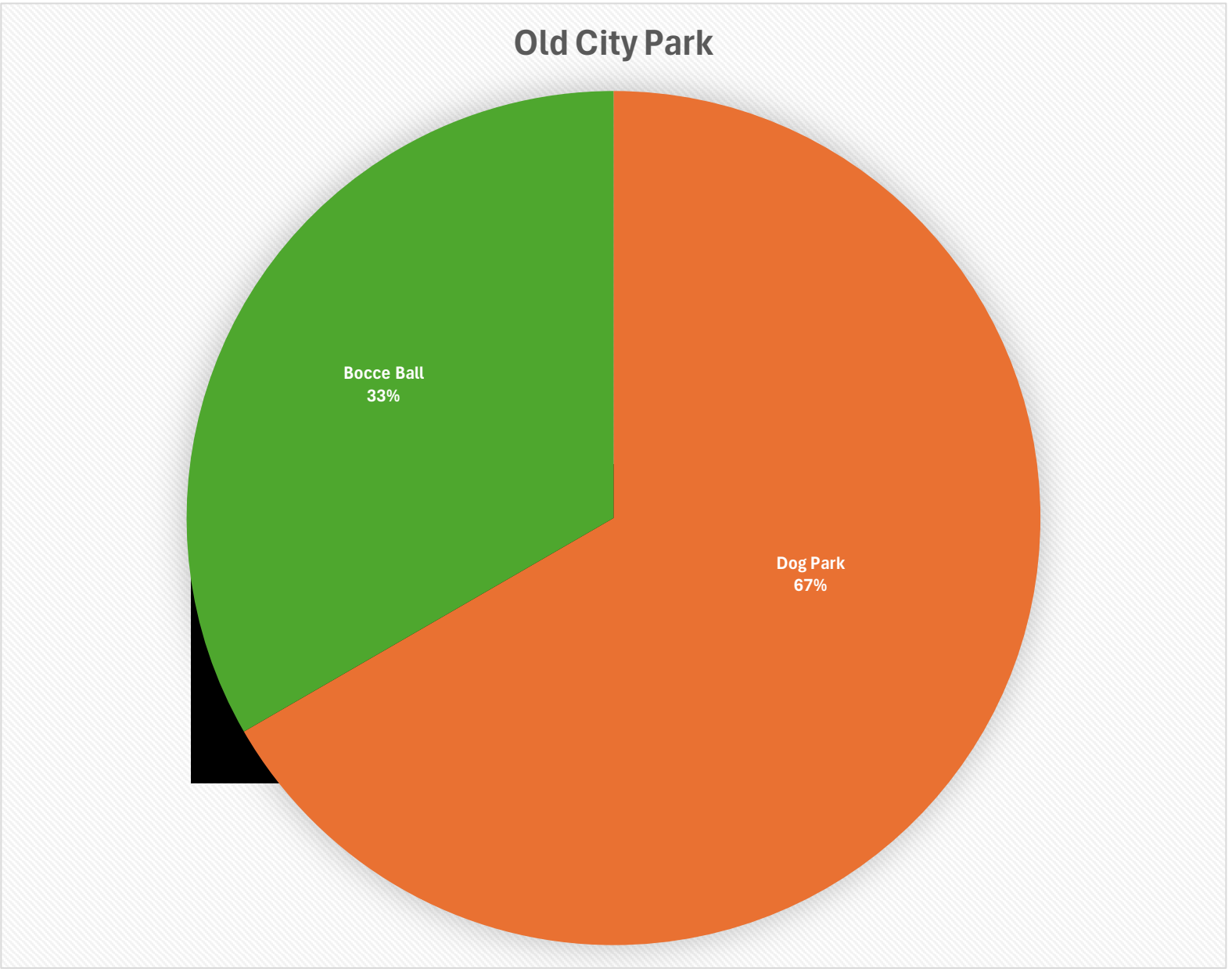
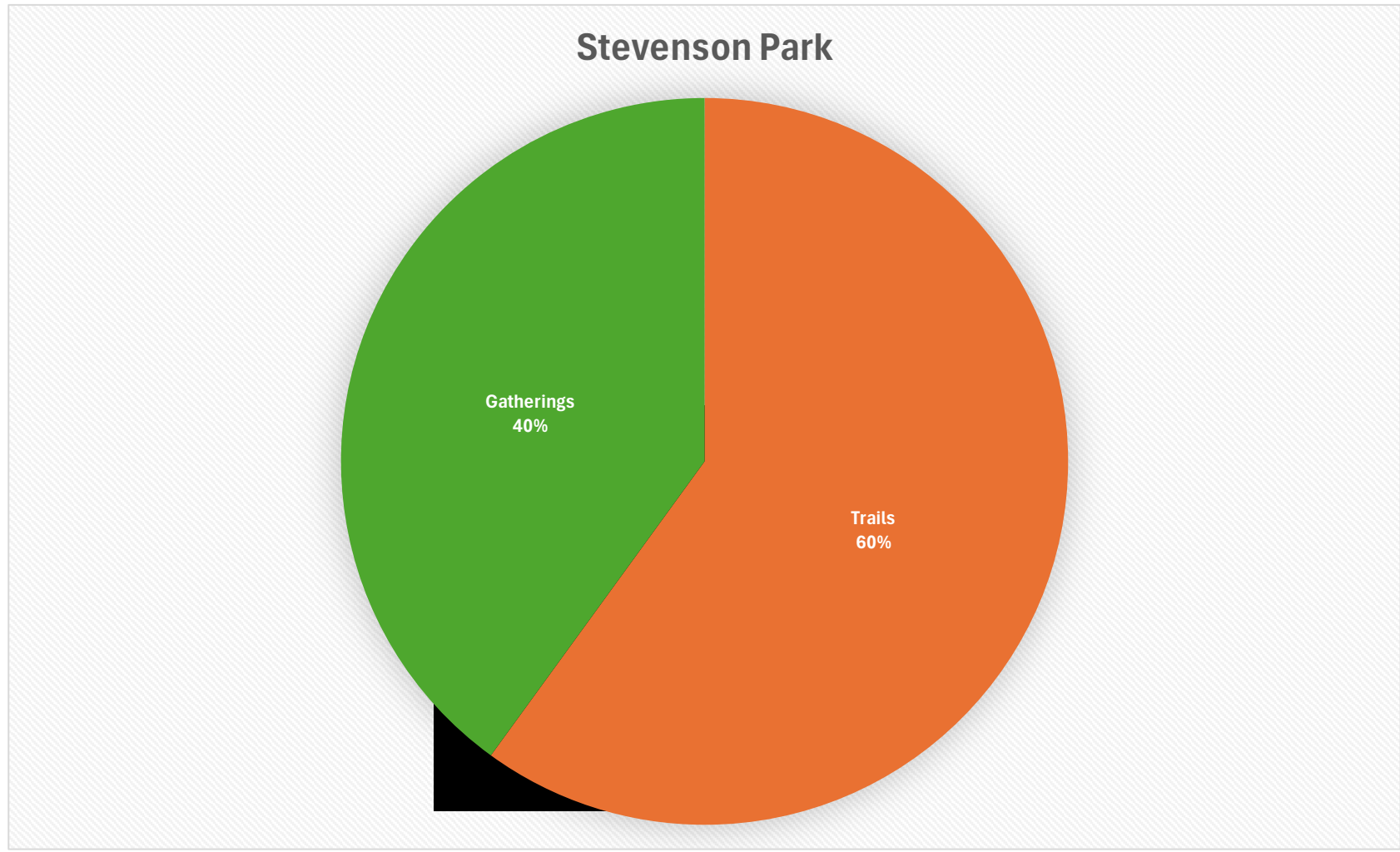
Description of wildlife on trail - esp. birds

Topic

Landscaping Enhancements

The data below on pages 125 - 133 represents feedback gathered from the posters shown at the public engagement meeting held on January 30, 2024 at the Senior Activity Center. This feedback highlights the park activities the public has most frequently used in the past 12 months, along with their preferences for desired and improved amenities.

	Summer Program	Trails	Tennis	Basketball	Playground	Gatherings
Votes	0	3	0	0	0	2
Stevenson Park	0.00%	60.00%	0.00%	0.00%	0.00%	40.00%
	Football	Lacrosse	Soccer	Gatherings	Baseball/Softball	Playground
Votes	0	0	0	0	0	0
Centennial Park	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	Trails	Dog Park	Family Gatherings	Reflection	Community Events	Bocce Ball
Votes	0	2	0	0	0	1
Old City Park	0.00%	66.67%	0.00%	0.00%	0.00%	33.33%
	Trails	Playground	Family Gatherings	Docks	Fitness Stations	Boardwalk
Votes	3	0	0	0	1	0
Lake Friendswood Park	75.00%	0.00%	0.00%	0.00%	25.00%	0.00%



PARKS 2 COMMENTS

comments from board P2

Stevenson Park		
Topic	Existing	Gathering, walking, solitude 2 I walk at Stevenson Park but it's only half a mile. I use the concrete sidewalk and dog park!
	Improvements	N/A 0
	Other	N/A 0
Old City Park		
Topic	Existing	Dog Park/ Trail: I don't have a dog but I enjoy walking at the park on a nice sunny cool day and there is a restroom in that area. The trail to get to the dog park is a ramp. Excellent way to get strength in my legs. 2 Bocce Ball
	Improvements	N/A 0
	Other	N/A 0

Centennial Park		
Topic	Existing	N/A 0
	Improvements	N/A 0
	Other	N/A 0
Lake Friendswood Park		
Topic	Existing	I enjoy walking at Lake Friendswood because it has the fitness workout :) Need fitness station at Stevenson Park. 1
	Improvements	N/A 0
	Other	N/A 0

PARKS 3 COMMENTS

Topic	Stevenson Park	
Existing	N/A	0
Improvements	Wider walking trail 5 Fitness Stations bench swings An additional covered pavilion Fill in low spots where water lays bocce ball	
Other	N/A	0
Topic	Centennial Park	
Existing	N/A	0
Improvements	N/A	0
Other	N/A	0
Topic	Old City Park	
Existing	N/A	0
Improvements	N/A	0
Other	N/A	0
Topic	Lake Friendswood Park	
Existing	N/A	0
Improvements	More fish in lake	1
Other	N/A	0

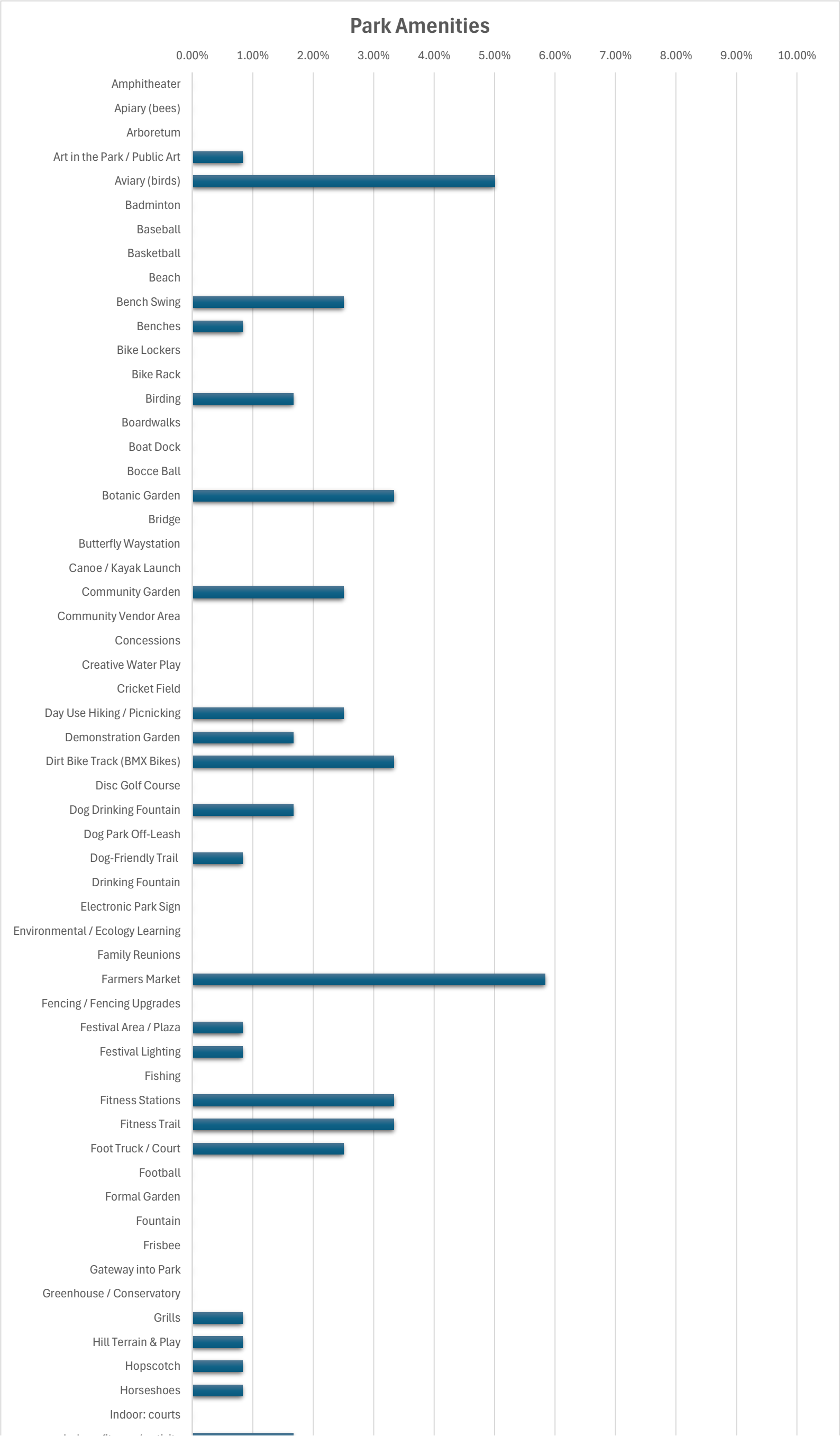
Topic	1776 Park	
	Existing	N/A
		0
	Improvements	N/A
		0
	Other	N/A
		0
Topic	Renwick Park	
	Existing	N/A
		0
	Improvements	N/A
		0
	Other	N/A
		0
Topic	Wesley J. Canning Park	
	Existing	N/A
		0
	Improvements	Make hard surface walk-way around park. 4-wheelers are tearing up the walk-way around it and making it mud!
		2 Bike Trail around drainage pond would be nice! concrete or crushed granite
	Other	N/A
		0
Topic	Lundy Lane 27Ac. Park	
	Existing	N/A
		0
	Improvements	Sports complex with at least 2 turf field large enough for lacrosse with multiple grass fields to host tournaments. (would bring revenue to friendswood businesses)
		4 Indoor sports plex with field large enough for a lacrosse field
		Trails - hiking or biking, Pickleball, tennis courts, picnicking, covered pavilion
		Bike trail would be nice. concrete or crushed granite
	Other	blank sticky note
		2 one sticker

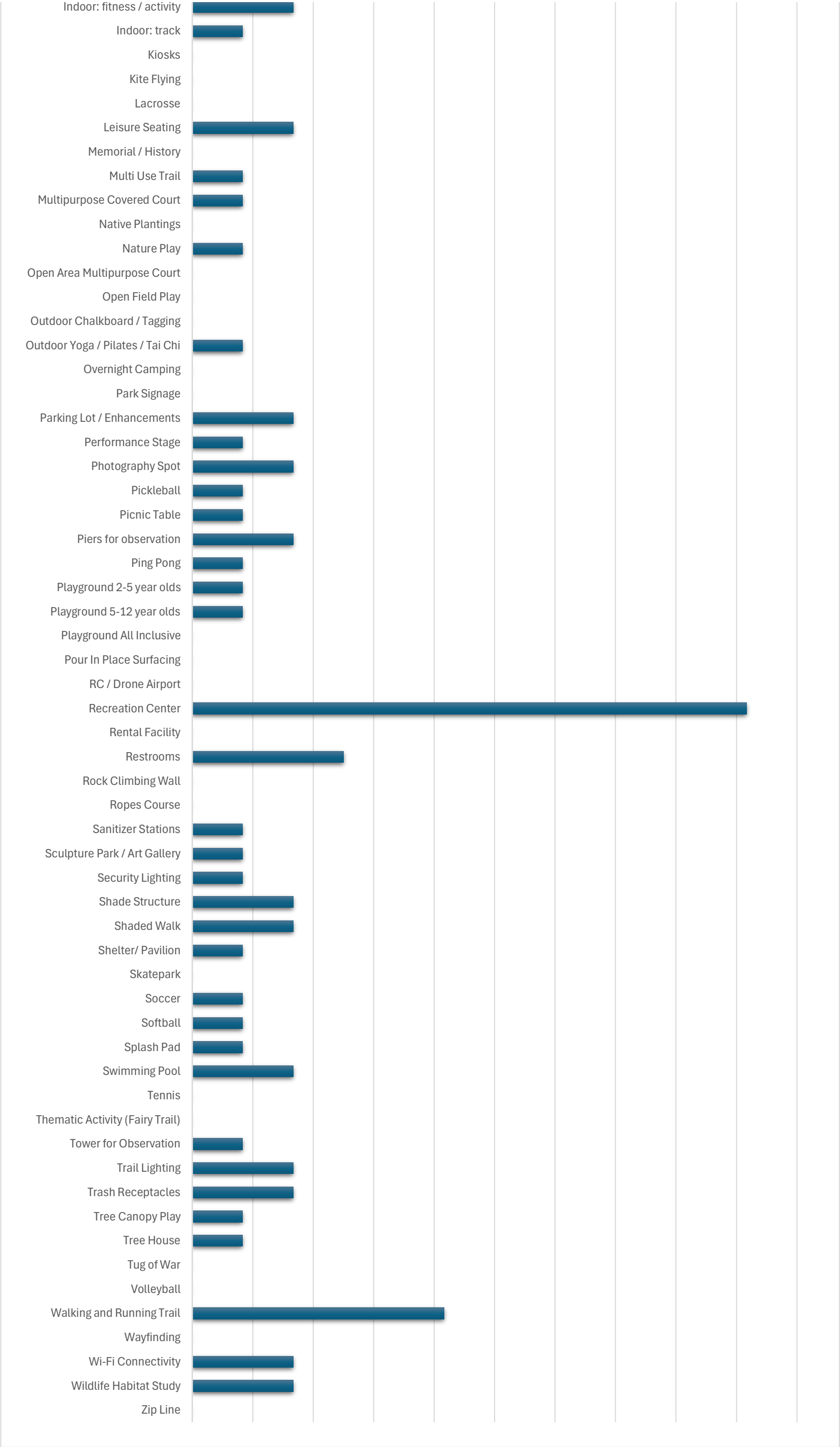
Parks 4

		Amenities offered in Parks today	Amenities you would like to see more or improved in Parks		
1	Amphitheater	X	0		0.00%
2	Apiary (bees)	X	0		0.00%
3	Arboretum		0		0.00%
4	Art in the Park / Public Art		1		0.83%
5	Aviary (birds)		6		5.00%
6	Badminton		0		0.00%
7	Baseball	X	0		0.00%
8	Basketball	X	0		0.00%
9	Beach		0		0.00%
10	Bench Swing		3		2.50%
11	Benches	X	1		0.83%
12	Bike Lockers		0		0.00%
13	Bike Rack	X	0		0.00%
14	Birding		2		1.67%
15	Boardwalks	X	0		0.00%
16	Boat Dock	X	0		0.00%
17	Bocce Ball		0		0.00%
18	Botanic Garden		4		3.33%
19	Bridge	X	0		0.00%
20	Butterfly Waystation	X	0		0.00%
21	Canoe / Kayak Launch	X	0		0.00%
22	Community Garden		3		2.50%
23	Community Vendor Area		0		0.00%
24	Concessions	X	0		0.00%
25	Creative Water Play	X	0		0.00%
26	Cricket Field		0		0.00%
27	Day Use Hiking / Picnicking		3		2.50%
28	Demonstration Garden		2		1.67%
29	Dirt Bike Track (BMX Bikes)		4		3.33%
30	Disc Golf Course	X	0		0.00%
31	Dog Drinking Fountain	X	2		1.67%
32	Dog Park Off-Leash	X	0		0.00%
33	Dog-Friendly Trail	X	1		0.83%
34	Drinking Fountain	X	0		0.00%
35	Electronic Park Sign	X	0		0.00%
36	Environmental / Ecology Learning		0		0.00%
37	Family Reunions	X	0		0.00%
38	Farmers Market	X	7		5.83%
39	Fencing / Fencing Upgrades	X	0		0.00%
40	Festival Area / Plaza	X	1		0.83%
41	Festival Lighting	X	1		0.83%
42	Fishing	X	0		0.00%
43	Fitness Stations	X	4		3.33%

44	Fitness Trail	X	4		3.33%
45	Foot Truck / Court		3		2.50%
46	Football	X	0		0.00%
47	Formal Garden		0		0.00%
48	Fountain	X	0		0.00%
49	Frisbee	X	0		0.00%
50	Gateway into Park	X	0		0.00%
51	Greenhouse / Conservatory		0		0.00%
52	Grills	X	1		0.83%
53	Hill Terrain & Play		1		0.83%
54	Hopscotch		1		0.83%
55	Horseshoes		1		0.83%
56	Indoor: courts		0		0.00%
57	Indoor: fitness / activity		2		1.67%
58	Indoor: track		1		0.83%
59	Kiosks		0		0.00%
60	Kite Flying	X	0		0.00%
61	Lacrosse	X	0		0.00%
62	Leisure Seating	X	2		1.67%
63	Memorial / History	X	0		0.00%
64	Multi Use Trail	X	1		0.83%
65	Multipurpose Covered Court		1		0.83%
66	Native Plantings	X	0		0.00%
67	Nature Play	X	1		0.83%
68	Open Area Multipurpose Court		0		0.00%
69	Open Field Play	X	0		0.00%
70	Outdoor Chalkboard / Tagging		0		0.00%
71	Outdoor Yoga / Pilates / Tai Chi		1		0.83%
72	Overnight Camping		0		0.00%
73	Park Signage	X	0		0.00%
74	Parking Lot / Enhancements	X	2		1.67%
75	Performance Stage	X	1		0.83%
76	Photography Spot		2		1.67%
77	Pickleball	X	1		0.83%
78	Picnic Table	X	1		0.83%
79	Piers for observation		2		1.67%
80	Ping Pong	X	1		0.83%
81	Playground 2-5 year olds	X	1		0.83%
82	Playground 5-12 year olds	X	1		0.83%
83	Playground All Inclusive	X	0		0.00%
84	Pour In Place Surfacing	X	0		0.00%
85	RC / Drone Airport		0		0.00%
86	Recreation Center	X	11		9.17%
87	Rental Facility	X	0		0.00%
88	Restrooms	X	3		2.50%
89	Rock Climbing Wall		0		0.00%
90	Ropes Course		0		0.00%

91	Sanitizer Stations		1		0.83%
92	Sculpture Park / Art Gallery		1		0.83%
93	Security Lighting	X	1		0.83%
94	Shade Structure	X	2		1.67%
95	Shaded Walk	X	2		1.67%
96	Shelter/ Pavilion	X	1		0.83%
97	Skatepark		0		0.00%
98	Soccer	X	1		0.83%
99	Softball	X	1		0.83%
100	Splash Pad	X	1		0.83%
101	Swimming Pool	X	2		1.67%
102	Tennis	X	0		0.00%
103	Thematic Activity (Fairy Trail)		0		0.00%
104	Tower for Observation		1		0.83%
105	Trail Lighting	X	2		1.67%
106	Trash Receptacles	X	2		1.67%
107	Tree Canopy Play		1		0.83%
108	Tree House		1		0.83%
109	Tug of War		0		0.00%
110	Volleyball	X	0		0.00%
111	Walking and Running Trail	X	5		4.17%
112	Wayfinding	X	0		0.00%
113	Wi-Fi Connectivity		2		1.67%
114	Wildlife Habitat Study		2		1.67%
115	Zip Line		0		0.00%

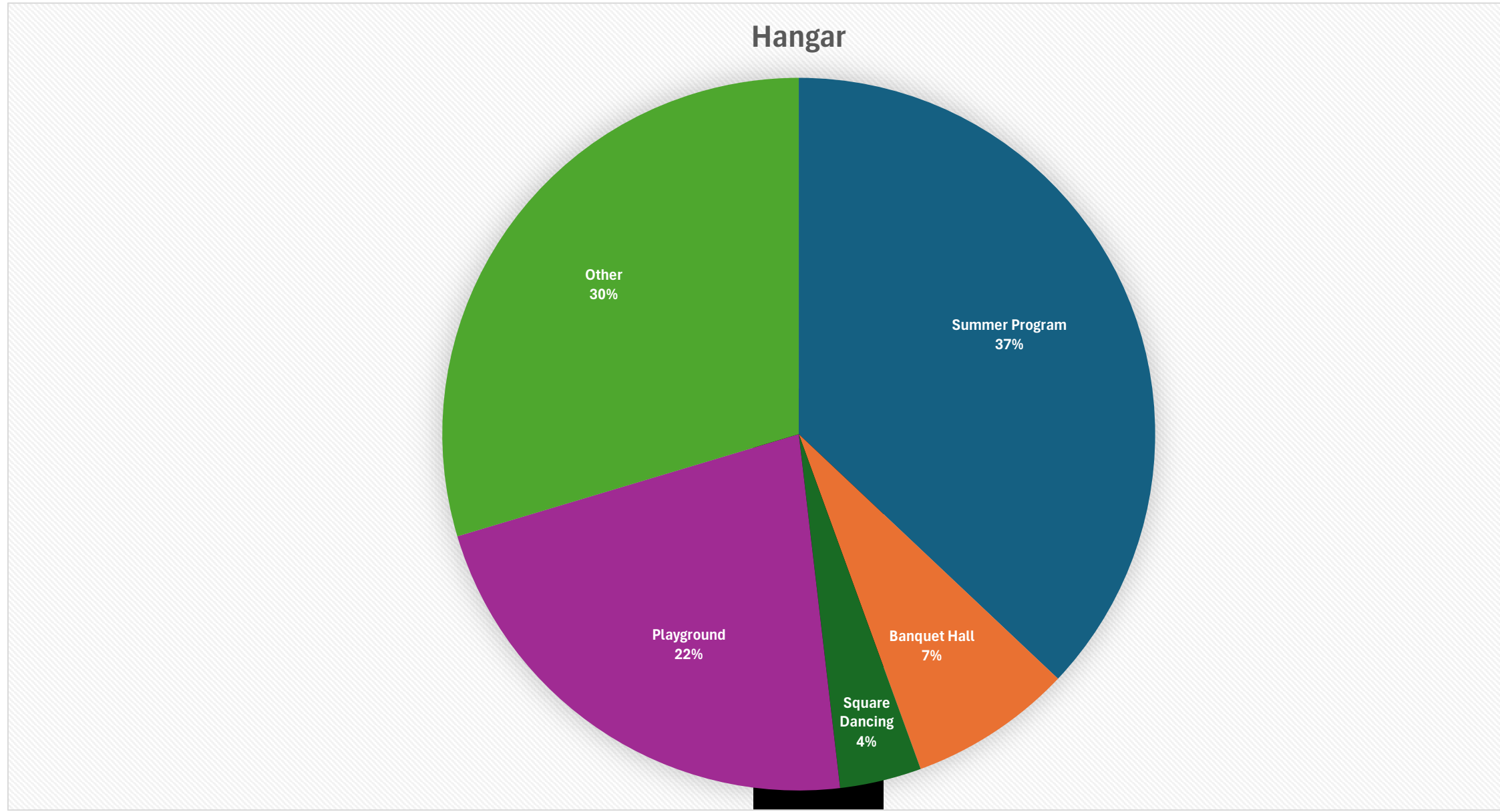




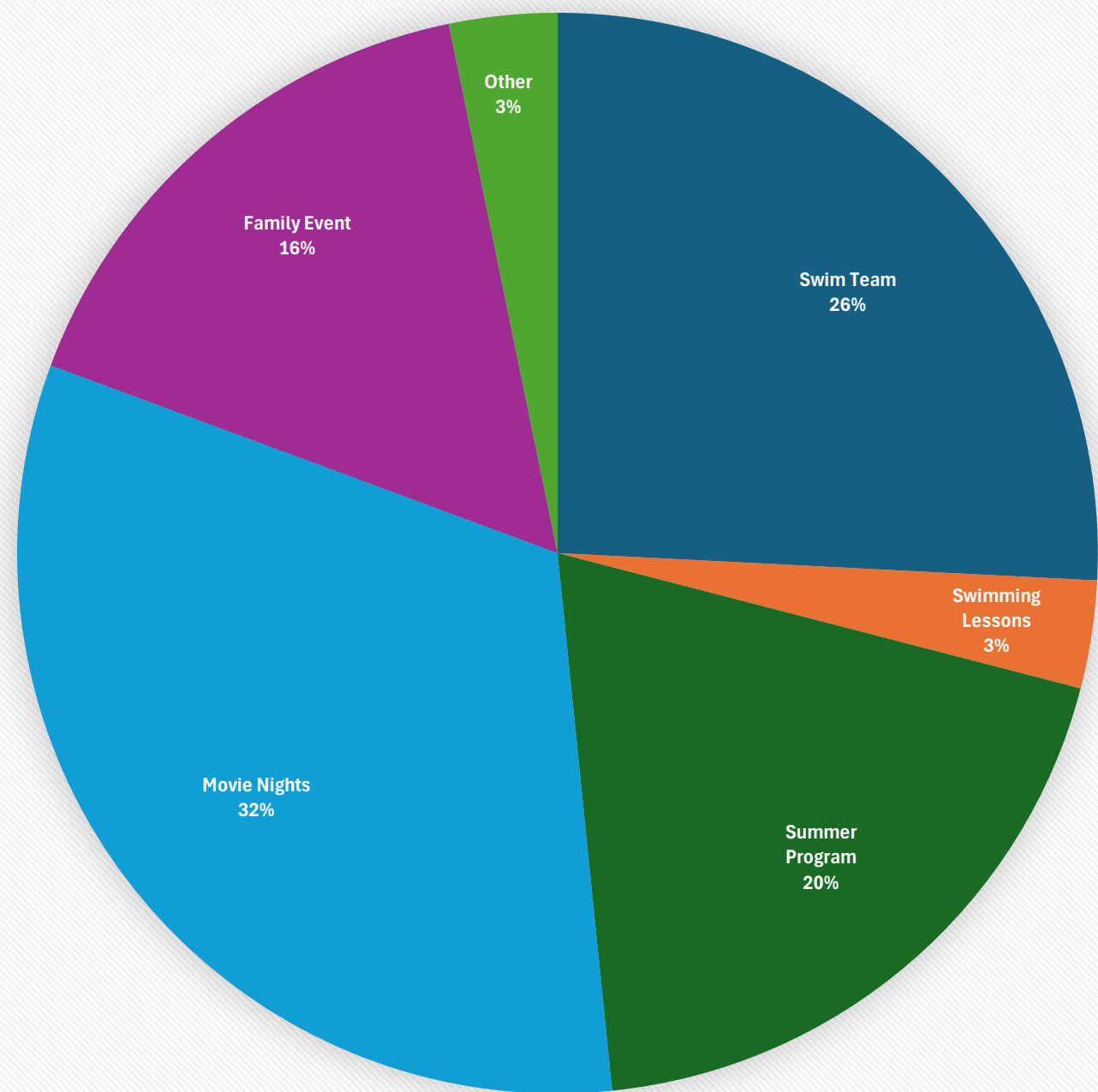
The data below on pages 134 - 138 represents feedback gathered from the posters shown at the public engagement meeting held on January 31, 2024 at the Public Library. This feedback reflects which facilities the public utilized most recently within the past 12 months.

FACILITIES 2

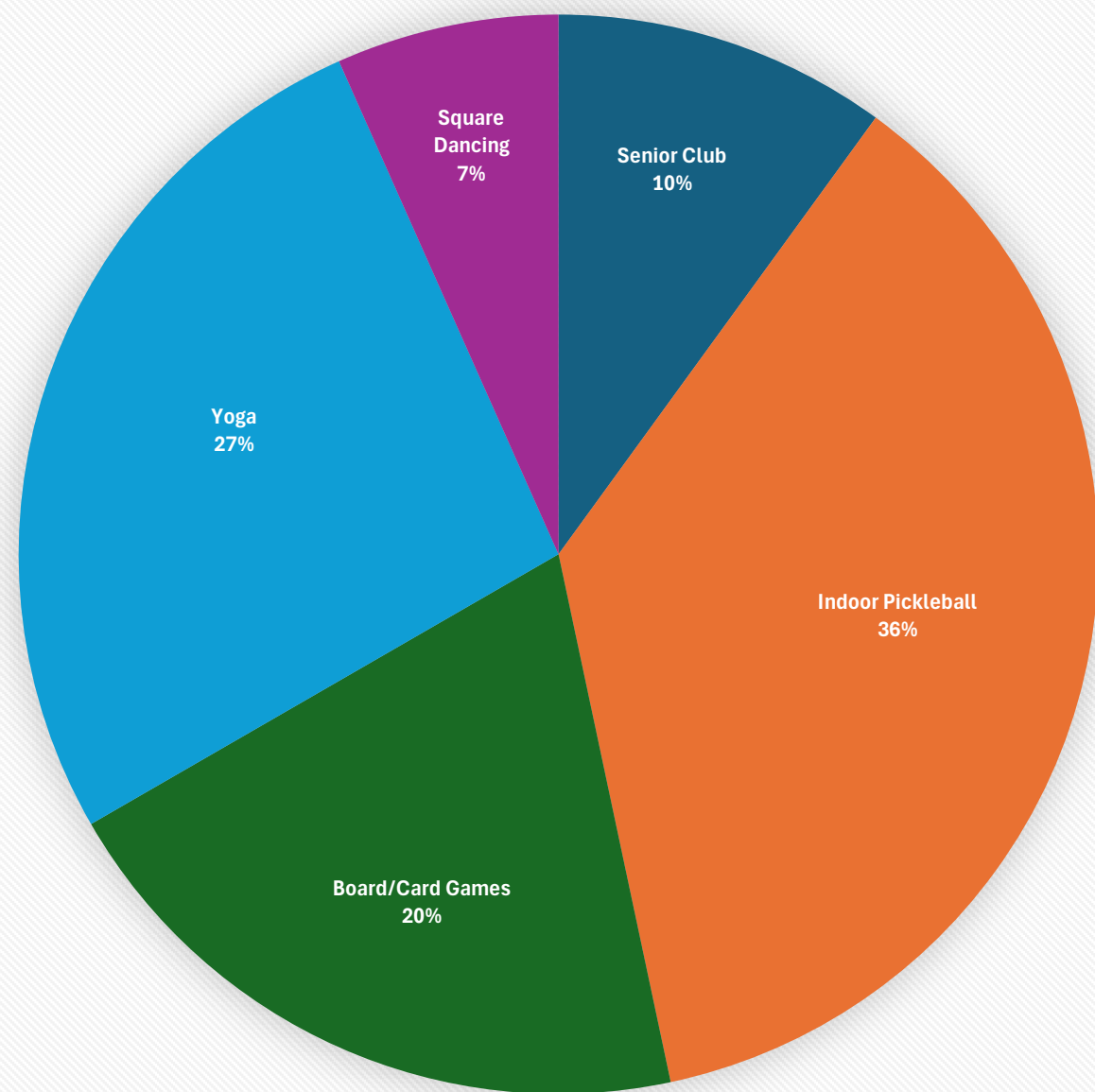
	Summer Program	Banquet Hall	Square Dancing	Quinceanera	Playground	Other	Total Votes
Votes	10	2	1	0	6	8	27
Hangar	37.04%	7.41%	3.70%	0.00%	22.22%	29.63%	
	Swimming Team	Swimming Lessons	Summer Program	Movie Night	Family Event	Other	Total Votes
Votes	8	1	6	10	5	1	31
Aquatic Center	25.81%	3.23%	19.35%	32.26%	16.13%	3.23%	
	Senior Club	Indoor Pickleball	Board/Card Games	Yoga	Square Dancing	Other	Total Votes
Votes	3	11	6	8	2	0	30
Activity Building	10.00%	36.67%	20.00%	26.67%	6.67%	0.00%	



Aquatic Center



Activity Building



comments from board 1
comments from board 2

FACILITIES 2 COMMENTS

Topic		Hangar
	Existing	My son will be so sad if he doesn't make the cut. Best summer camp!
		1
	Improvements	Increase youth summer camp capacity. Add a 2nd location.
		2 Increase youth summer camp capacity.
	Other	Concert in the park!
		3

Topic		Aquatic Center
	Existing	No Comment
		0
	Improvements	No Comment
		0
	Other	No Comment
		2

Topic		Activity Building
	Existing	No Comment
		0
	Improvements	No Comment
		0
	Other	No Comment
		0

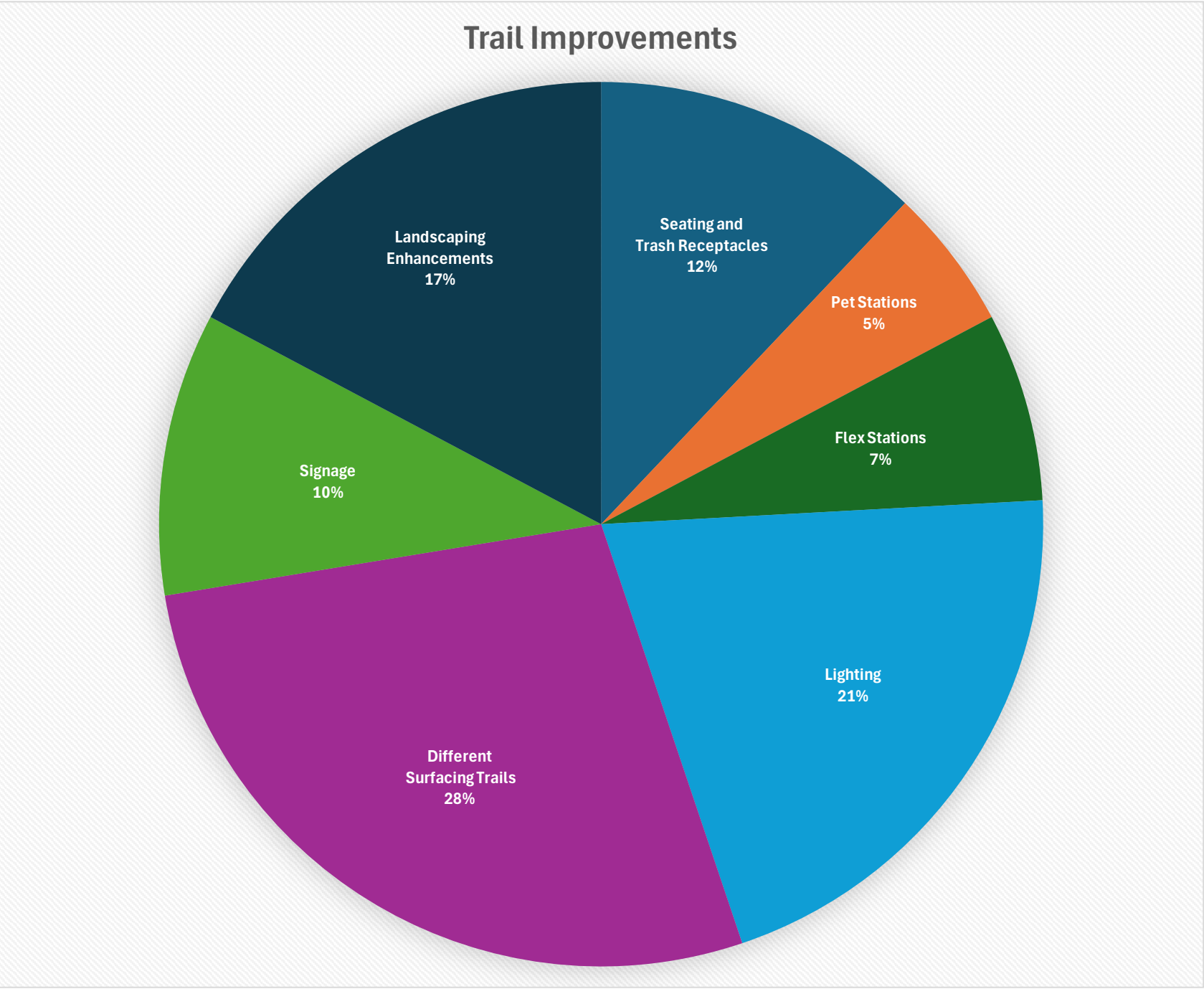
FACILITIES 3 COMMENTS

comments from board 1 comments from board 2 comments from board F1-3 comments from board F1-4	Topic	Hangar
	Existing	No Comment
		0
	Improvements	Sports Plex with turf field sized for lacrosse (larger than football fields) 2 Indoor pickleball evening play working class people
	Other	No Comment
		2
	Topic	Aquatic Center
	Existing	No Comment
		0
	Improvements	50m pool setup for swimmeets would bring funds and activty. Wading/Play pool for young families inc. adjoining area to the racing/lap pool. 9 50m pool needed build a larger pool with a deep end Available lap time - no dodging balls Permanent shade structures at pool Need two pools because classes fill up and are always on the waitlist. Would increase revenue for city. When classes are in session there is not enough room for extra curricular. Could also use a cost effective heater for year-round club rental. F.A.S.T. needs help with having the pool ready for events and meets! Chemicals, concessios, maintenance, etc. 2 pools would be great!! Catherine Wood is worth more monies \$ We really need a family pool-indoors for year round. Like pearland. Only options are like lifetime - \$200+/month for a family. We need the pool open for water zumba year round please
	Other	one sticker
		4 one sticker
		one sticker

Topic		Activity Building
Existing		Exercise room too small
	1	
Improvements		
	10	Need more room please - preferably a new Rec Center which subsumes senior activities
		Renovate or build new senior activities center. Specifically improve the exercise area.
		Add Rec Center with senior programs
		Rooms for exercise, ping pong, pickleball, volleyball
		Need vastly improved senior center, other cities are light years - google source points senior center Deleware, OH
		I like to be physically fit, and participate in fitness classes. We really need a much larger activity center, so it can be easier to find the classes. - yoga - jazzercise - weight lifting
		Indoor pickleball courts
		needs upgrade paint etc. pickleball
		Theatre room, Dance Rooms, Rooms for music, Rec Room for V-ball and pickleball and ping pong
		Need more recognition
Other		
		blank sticky note
	6	one sticker
		one sticker
		one sticker
		blank sticky note
		League City Field of Dreams activities are better advertized and less expensive

The data below on pages 139 - 141 represents feedback gathered from the posters shown at the public engagement meeting held on January 31, 2024 at the Public Library. This feedback reflects support for amenities that could be implemented along future and existing trails in Friendswood.

	Votes	Percentage
Seating and Trash Receptacles	7	12.07%
Pet Stations	3	5.17%
Flex Stations	4	6.90%
Lighting	12	20.69%
Different Surfacing Trails	16	27.59%
Signage	6	10.34%
Landscaping Enhancements	10	17.24%
	100.00%	



Trails 3 COMMENTS

Topic

Seating and Trash Receptacles

Picnic Tables

Topic

Pet Stations

No Comments

Topic

Flex Stations

Friendswood Lake stations are great, additional trails like that would be great.

Kid size and adult size

These are \$ and no one uses. Please no more flex stations.

Topic

Lighting

Crime Parking No Parks in Sunmeadow!!!!

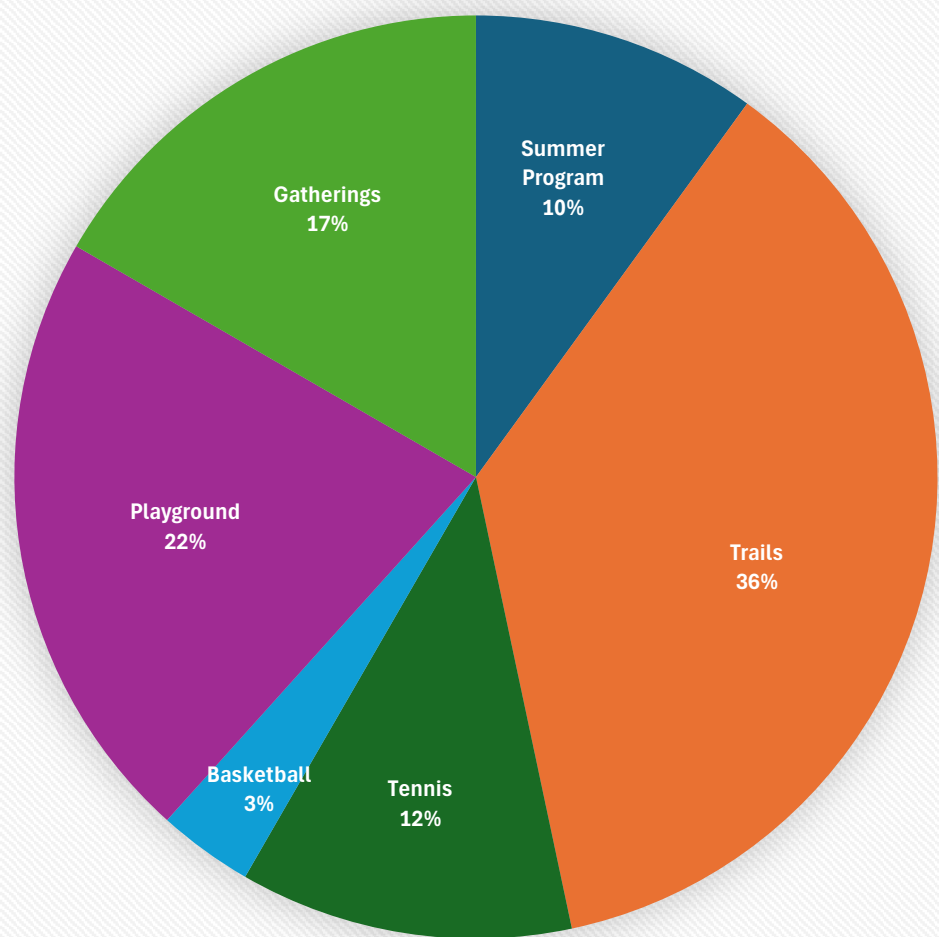
- comments from board 1
- comments from board 2
- comments from board T1-1
- comments from board T1-2

Topic	Different Surfacing Trails	comments from board 1
	build bike trails connecting the parks	comments from board 2
	Trails and Parks on Harris County side of the creek we are part of Friendswood!	comments from board T1-1
	build trails along waterways with foot bridges	comments from board T1-2
	Bridge for up to golf cart size across creek at Royal to Brown Ln	
	There is 47 acres of undeveloped land in Sunmeadow, that the owner of the former golf course would like the city to take over as park land. Paula Oddo 713-823-6505	
	Put trails in creek harris county side too! There is already a right of way!!	
	Trails for walking and Bikes	
	Aquire the 47 acres in Sunmeadow and develop with accessible trail and more trees, wildflowers etc.	
	Would love more mountain bike trails. Could connect Gripon Park, Oxnard, Carter, all the way to Pearland Trails.	
	Crushed granite trail along existing creek to connect 1776/Frankie Carter and Stevenson Pedestrian bridge to allow trail down both sides	
	Add sidewalks for wilderness trail for walk to high school	
	^sticker	
	^I agree with this person. Also need a sidewalk from highschool to sunset, along castlewood for student safety - I hit by car on bike about a year ago on castlewood.	
	^sticker	
	Also, build good safe sidewalks offset from road, even if it costs more because drain pipes need to be put in. No more ugly sidewalk at edge of road with cones and curbs - dangerous.	
	Walking and biking trails along Clear Creek. More kayak input/pullouts	
	Trails along the Bayous would be great thanks.	
	^sticker	
	Would love bike trails, running trails with natural surface/crushed granite?!	
	Love Lake Friendswood Park - please connect it to Centennial Park or trail along Creek. Thanks!	
	More interconnected trail. Natural if possible.	
	Keep motorcycles off trails	
	The City should accept the offer of a 47-acre tract of land in Sunmeadow and look at grants from Texas Parks and Wildlife to create and preserve a nature area and trails.	
Topic	Signage	
	Safety at Friendswood Lake Park - Improve emergency response (one drowning so far). Holiday and special days - parking overflow to neighborhood. Need off-site parking.	
Topic	Landscaping Enhancements	
	Spanish Translation: Loves the free books to read at current trails in parks	
	Use the gardens/plantings at Stevenson Park as an example and expand to other parks in the city.	
	Use more native plants in the park gardens Add pollinator gardens in other parks.	

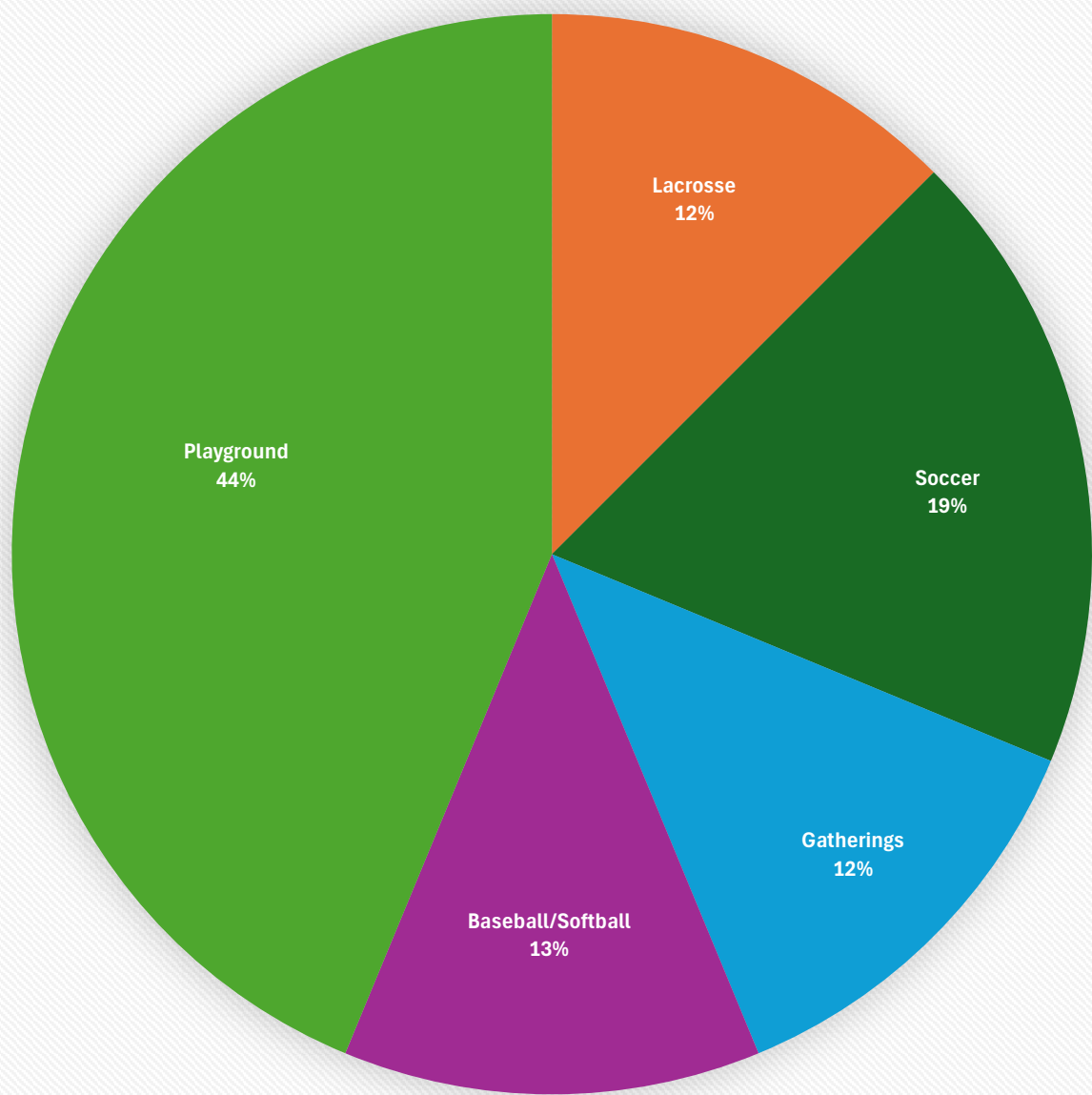
The data below on pages 142 - 154 represents feedback gathered from the posters shown at the public engagement meeting held on January 31, 2024 at the Public Library. This feedback highlights the park activities the public has most frequently used in the past 12 months, along with their preferences for desired and improved amenities.

	<i>Summer Program</i>	<i>Trails</i>	<i>Tennis</i>	<i>Basketball</i>	<i>Playground</i>	<i>Gatherings</i>	<i>Total Votes</i>	
Votes	6	22	7	2	13	10		60
Stevenson Park	10.00%	36.67%	11.67%	3.33%	21.67%	16.67%		
	<i>Football</i>	<i>Lacrosse</i>	<i>Soccer</i>	<i>Gatherings</i>	<i>Baseball/Softball</i>	<i>Playground</i>	<i>Total Votes</i>	
Votes	0	2	3	2	2	7		16
Centennial Park	0.00%	12.50%	18.75%	12.50%	12.50%	43.75%		
	<i>Trails</i>	<i>Dog Park</i>	<i>Family Gatherings</i>	<i>Reflection</i>	<i>Community Events</i>	<i>Bocce Ball</i>	<i>Total Votes</i>	
Votes	16	9	2	0	0	1		28
Old City Park	57.14%	32.14%	7.14%	0.00%	0.00%	3.57%		
	<i>Trails</i>	<i>Playground</i>	<i>Family Gatherings</i>	<i>Docks</i>	<i>Fitness Stations</i>	<i>Boardwalk</i>	<i>Total Votes</i>	
Votes	23	4	1	4	4	7		43
Lake Friendswood Park	53.49%	9.30%	2.33%	9.30%	9.30%	16.28%		

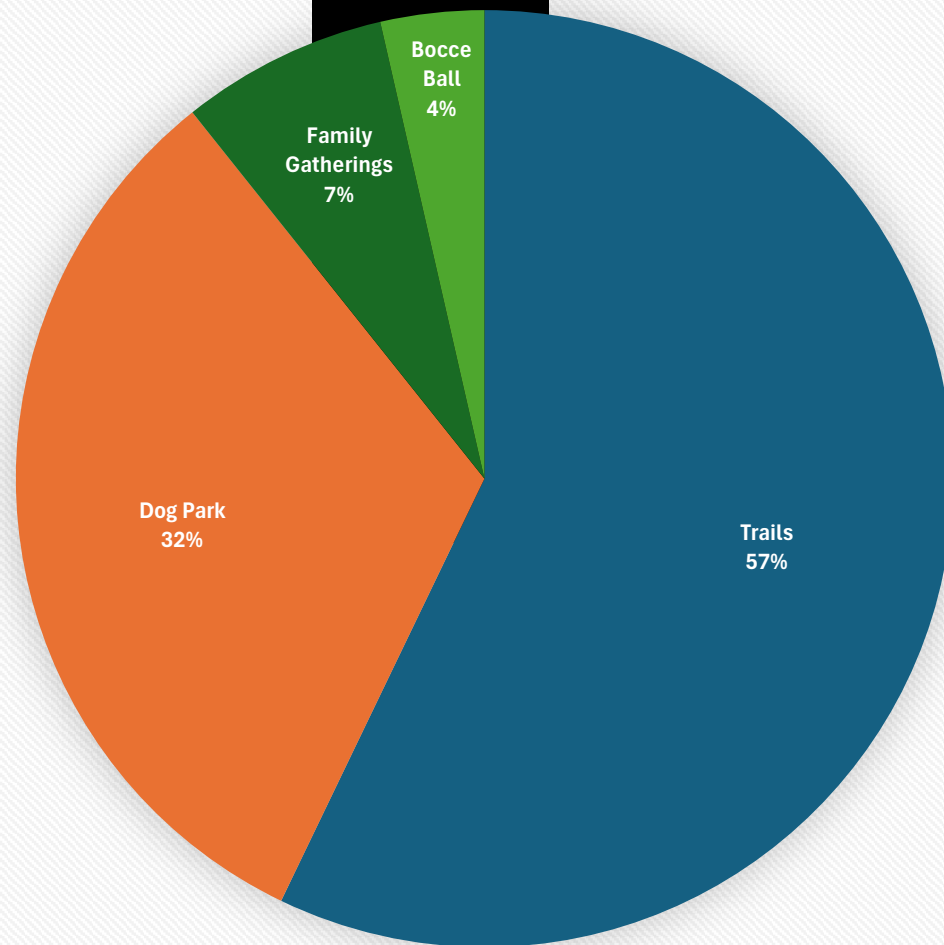
Stevenson Park



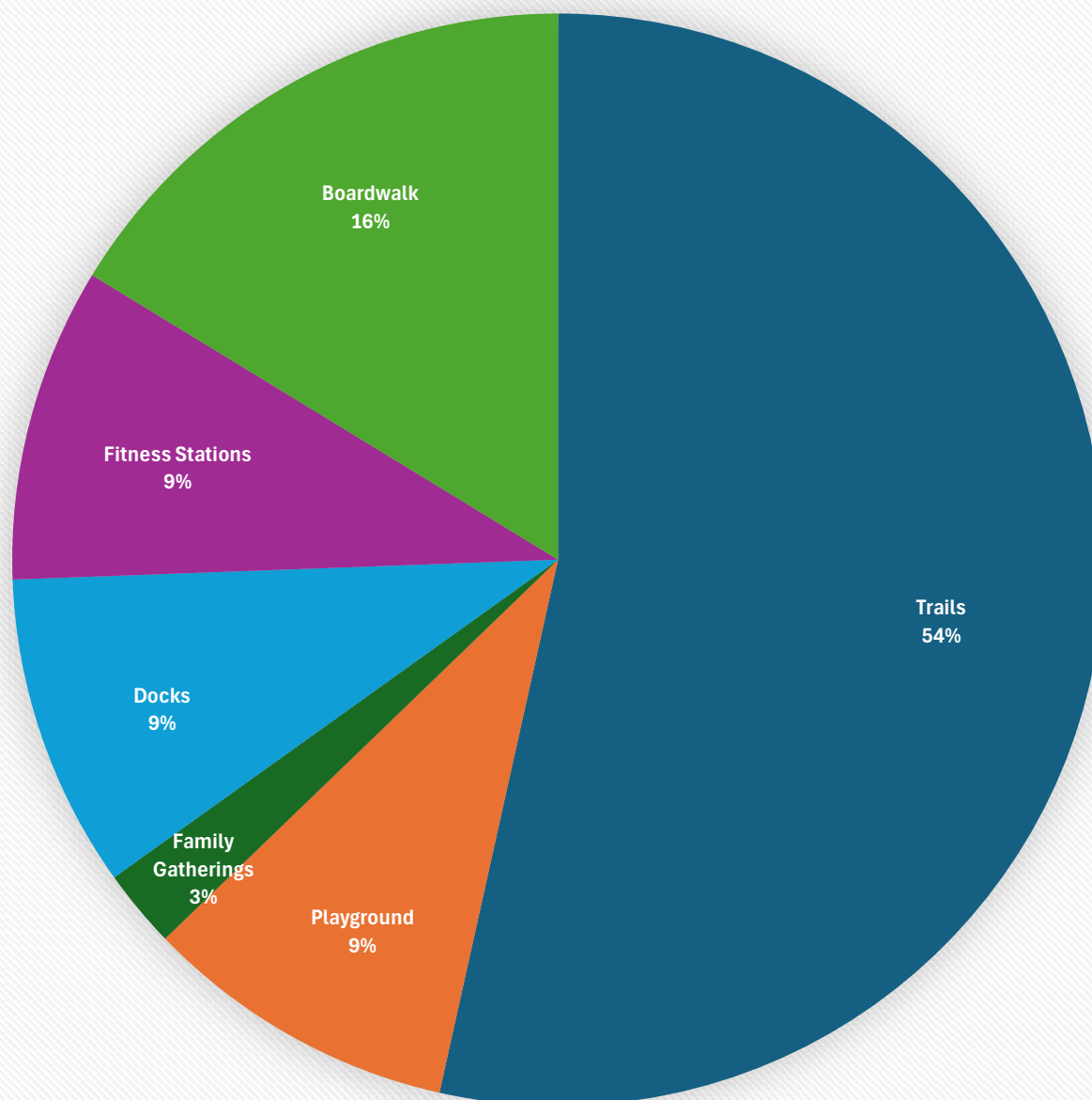
Centennial Park



Old City Park



Lake Friendswood Park



PARKS 2 COMMENTS

comments from board 1	Topic	Stevenson Park
comments from board 2		
	Existing	I LOVE the summer concert in the Park!
		1
	Improvements	Connect the trails. Trails along the creeks that interconnect creates another way to move around the city by bike, foot 9 Add trails along the creek for running/biking/hiking access. ^ *check* meditation area (fountain/bench/landscaping) inter-connectiong trails network all through Friendswood Pickleball open play Rule board need Instruction public play Clear Creek walking trails bike trails kayak input and pull outs Trail/sidewalk across/under bridge at 518 near Winding Way Organized open play for pickleball
	Other	Bluegrass concert!
		3

comments from board 1

comments from board 2

Centennial Park		
Topic	Existing	I LOVE the summer movie nights!
		1
	Improvements	Need multiple goals and backstops
		2 Sports complex with multiple turf fields allowing for lacrosse and other sports requiring field size larger than football
Topic	Other	No Comment
		2
Old City Park		
Topic	Existing	No Comment
		0
Topic	Improvements	No Comment
		0
Topic	Other	No Comment
		0
Lake Friendswood Park		
Topic	Existing	No Comment
		0
Topic	Improvements	Kayak Rental
		1
Topic	Other	No Comment
		0

- comments from board 1
- comments from board 2
- comments from board P4-1

PARKS 3 COMMENTS

Topic	Existing	Stevenson Park	
		Beautiful park! Love all the events throughout the year. Would love more movies during winter!	
		1	
	Improvements	Improve drainage Park becomes a lake in heavy rain	
		4 ^sticker	
		^sticker	
	Other	one sticker	
		4 Clean up the trash in the drainage ditches	
		Expand on sponsored 5k/10k	
Topic	Existing	Centennial Park	
		No Comments	
		0	
	Improvements	Need more open fields and easier sign up to rent. Plenty of opportunities and possible repainting of fields.	
		1	
	Other	No Comments	
		0	
Topic	Existing	Old City Park	
		Encourage users to keep their dogs from digging to prevent large mud puddles when it rains	
		1	
	Improvements	No Comments	
		0	
	Other	Do not add trails along the creeks. Respect the area wildlife.	
		1	

comments from board 1
comments from board 2
comments from board P4-1

Topic

Existing

Lake Friendswood Park	
3	At the lake please go slow with a playground Parents are Droping kids off to fish now, I'm afraid parents will drop kids at the playground and take a lap.
	^sticker
	Love lake FW park!

Improvements

5	Stock lake fishing is awful. Great park love the walking path. Sunsets are awesome.
	^sticker
	My son's request is for more docks
	Would really love to be able to rent kayaks or paddle boats
	Add a few more fishing piers

Other

1	Lake is quiet. Say No to renting boats, kayaks and paddle boards. It will end up not being used. Large liability issue. Keep it a fishing lake and walking trail. Don't make it a day care for parents to drop off children.
---	--

Topic

Existing

1776 Park	
0	No Comments

Improvements

3	Public access to a walking/biking/hiking trail. Plant trees for shade.
	^sticker
	Kayak Launch

Other

0	No Comments
---	-------------

Topic

Existing

Renwick Park	
1	No Comments

Improvements

0	No Comments
---	-------------

Other

0	No Comments
---	-------------

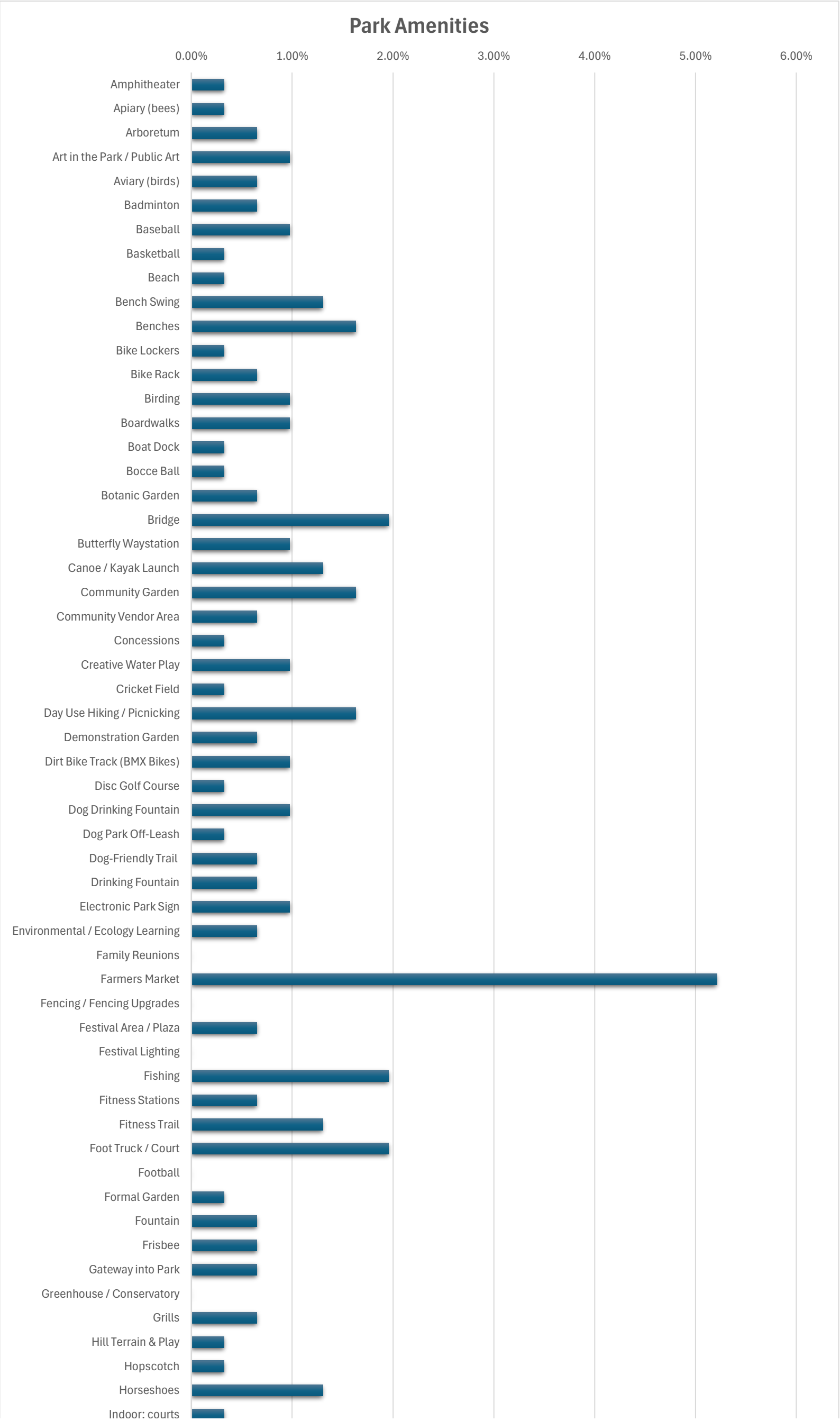
comments from board 1	Topic	Wesley J. Canning Park		
comments from board 2		Existing	No Comments	
comments from board P4-1			0	
	Improvements		Make hard surface walk-way around park. 4-wheelers are tearing up the walk-way around it and making it mud!	
		2	Bike Trail around drainage pond would be nice! concrete or crushed granite	
	Other		No Comments	
		0		
	Topic	Lundy Lane 27Ac. Park		
		Existing	No Comments	
			0	
		Improvements		Sports complex with at least 2 turf field large enough for lacrosse with multiple grass fields to host tournaments. (would bring revenue to friendswood businesses)
			4	Indoor sports plex with field large enough for a lacrosse field
			Trails - hiking or biking, Pickleball, tennis courts, picnicking, covered pavilion	
			Bike trail would be nice. concrete or crushed granite	
	Other		blank sticky note	
		2	one sticker	

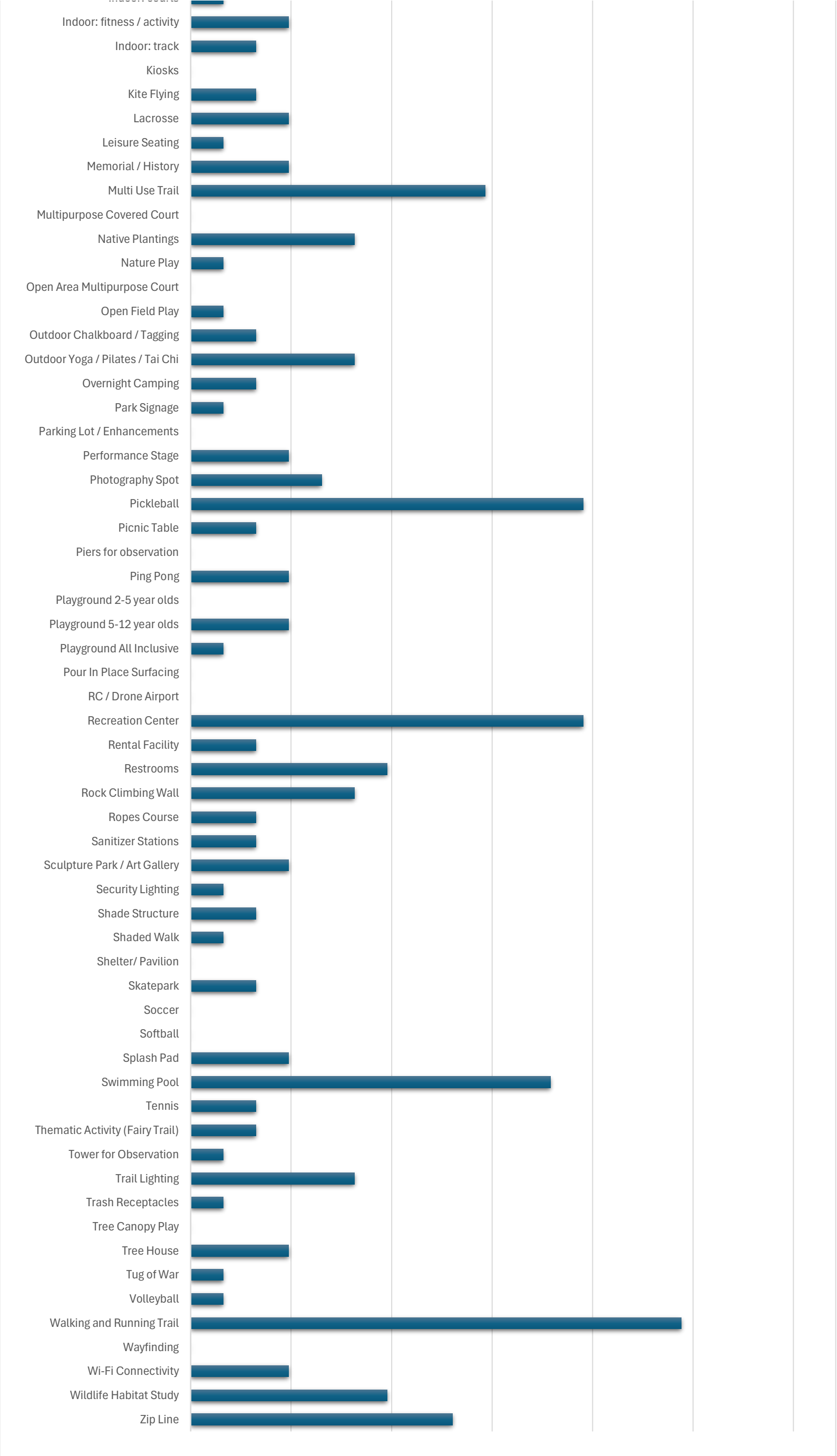
Parks 4

		Amenities offered in Parks today	Amenities you would like to see more or improved in Parks		
1	Amphitheater	X	1		0.33%
2	Apiary (bees)	X	1		0.33%
3	Arboretum		2		0.65%
4	Art in the Park / Public Art		3		0.98%
5	Aviary (birds)		2		0.65%
6	Badminton		2		0.65%
7	Baseball	X	3		0.98%
8	Basketball	X	1		0.33%
9	Beach		1		0.33%
10	Bench Swing		4		1.30%
11	Benches	X	5		1.63%
12	Bike Lockers		1		0.33%
13	Bike Rack	X	2		0.65%
14	Birding		3		0.98%
15	Boardwalks	X	3		0.98%
16	Boat Dock	X	1		0.33%
17	Bocce Ball		1		0.33%
18	Botanic Garden		2		0.65%
19	Bridge	X	6		1.95%
20	Butterfly Waystation	X	3		0.98%
21	Canoe / Kayak Launch	X	4		1.30%
22	Community Garden		5		1.63%
23	Community Vendor Area		2		0.65%
24	Concessions	X	1		0.33%
25	Creative Water Play	X	3		0.98%
26	Cricket Field		1		0.33%
27	Day Use Hiking / Picnicking		5		1.63%
28	Demonstration Garden		2		0.65%
29	Dirt Bike Track (BMX Bikes)		3		0.98%
30	Disc Golf Course	X	1		0.33%
31	Dog Drinking Fountain	X	3		0.98%
32	Dog Park Off-Leash	X	1		0.33%
33	Dog-Friendly Trail	X	2		0.65%
34	Drinking Fountain	X	2		0.65%
35	Electronic Park Sign	X	3		0.98%
36	Environmental / Ecology Learning		2		0.65%
37	Family Reunions	X	0		0.00%
38	Farmers Market	X	16		5.21%
39	Fencing / Fencing Upgrades	X	0		0.00%
40	Festival Area / Plaza	X	2		0.65%
41	Festival Lighting	X	0		0.00%
42	Fishing	X	6		1.95%
43	Fitness Stations	X	2		0.65%

44	Fitness Trail	X	4		1.30%
45	Foot Truck / Court		6		1.95%
46	Football	X	0		0.00%
47	Formal Garden		1		0.33%
48	Fountain	X	2		0.65%
49	Frisbee	X	2		0.65%
50	Gateway into Park	X	2		0.65%
51	Greenhouse / Conservatory		0		0.00%
52	Grills	X	2		0.65%
53	Hill Terrain & Play		1		0.33%
54	Hopscotch		1		0.33%
55	Horseshoes		4		1.30%
56	Indoor: courts		1		0.33%
57	Indoor: fitness / activity		3		0.98%
58	Indoor: track		2		0.65%
59	Kiosks		0		0.00%
60	Kite Flying	X	2		0.65%
61	Lacrosse	X	3		0.98%
62	Leisure Seating	X	1		0.33%
63	Memorial / History	X	3		0.98%
64	Multi Use Trail	X	9		2.93%
65	Multipurpose Covered Court		0		0.00%
66	Native Plantings	X	5		1.63%
67	Nature Play	X	1		0.33%
68	Open Area Multipurpose Court		0		0.00%
69	Open Field Play	X	1		0.33%
70	Outdoor Chalkboard / Tagging		2		0.65%
71	Outdoor Yoga / Pilates / Tai Chi		5		1.63%
72	Overnight Camping		2		0.65%
73	Park Signage	X	1		0.33%
74	Parking Lot / Enhancements	X	0		0.00%
75	Performance Stage	X	3		0.98%
76	Photography Spot		4		1.30%
77	Pickleball	X	12		3.91%
78	Picnic Table	X	2		0.65%
79	Piers for observation		0		0.00%
80	Ping Pong	X	3		0.98%
81	Playground 2-5 year olds	X	0		0.00%
82	Playground 5-12 year olds	X	3		0.98%
83	Playground All Inclusive	X	1		0.33%
84	Pour In Place Surfacing	X	0		0.00%
85	RC / Drone Airport		0		0.00%
86	Recreation Center	X	12		3.91%
87	Rental Facility	X	2		0.65%
88	Restrooms	X	6		1.95%
89	Rock Climbing Wall		5		1.63%
90	Ropes Course		2		0.65%

91	Sanitizer Stations		2		0.65%
92	Sculpture Park / Art Gallery		3		0.98%
93	Security Lighting	X	1		0.33%
94	Shade Structure	X	2		0.65%
95	Shaded Walk	X	1		0.33%
96	Shelter/ Pavilion	X	0		0.00%
97	Skatepark		2		0.65%
98	Soccer	X	0		0.00%
99	Softball	X	0		0.00%
100	Splash Pad	X	3		0.98%
101	Swimming Pool	X	11		3.58%
102	Tennis	X	2		0.65%
103	Thematic Activity (Fairy Trail)		2		0.65%
104	Tower for Observation		1		0.33%
105	Trail Lighting	X	5		1.63%
106	Trash Receptacles	X	1		0.33%
107	Tree Canopy Play		0		0.00%
108	Tree House		3		0.98%
109	Tug of War		1		0.33%
110	Volleyball	X	1		0.33%
111	Walking and Running Trail	X	15		4.89%
112	Wayfinding	X	0		0.00%
113	Wi-Fi Connectivity		3		0.98%
114	Wildlife Habitat Study		6		1.95%
115	Zip Line		8		2.61%







EHRA

ENGINEERING THE FUTURE
SINCE 1936

Landscape Architecture

Parks, Open Space, Trails, Streetscapes

PRACTICE AREAS

We have several practice areas to meet client needs. These include public infrastructure, transportation, hydraulics and hydrology, land planning, land development, land surveying, construction phase services, and landscape architecture. All of these practice areas work together to serve city, county, state, and other governmental agencies along with single-family, retail and commercial development.



LAND SERVICES



PUBLIC
INFRASTRUCTURE



SITE
DEVELOPMENT



HYDROLOGY &
HYDRAULICS



PLANNING &
VISIONING



LANDSCAPE
ARCHITECTURE



SURVEY &
MAPPING SERVICES



DISTRICT SERVICES



WATER &
WASTEWATER
FACILITIES



CONSTRUCTION
PHASE SERVICES

Parks/Trails Master Plan

Introductions



City of Friendswood
City Council Meeting of 1/6/2025

EHRA Landscape Architecture, Planning
Chris Browne, LEED AP - Practice Area Leader
Cristian Gonzalez, LI - Project Manager
Jeff Boutte, PLA, AICP - Senior Planner
Ashley Waggoner, AICP - Planner II

Parks/Trails Master Plan

Why A Parks/Trails Master Plan



Purpose – a City-wide Parks and Trails Master Plan with a 10-year parks projection; with the acknowledgement that a year 5 update to this Plan will be necessary to remain eligible for potential State grant opportunities.

Parks/Trails Master Plan

Why A Parks/Trails Master Plan



Reason – updates to the Parks/ Trails Master Plan are necessary due to changing demographics, community needs, budgeting, and funding (O&M, grants); submission to Texas Parks and Wildlife Department (for potential State grant eligibility).

Parks/Trails Master Plan

A Parks/Trails Master Plan



Task – write a Master Plan with strategic and prioritized goals for the next 5 to 10 years related to the Parks and Trails for the City of Friendswood.

This includes assessing existing amenities as well as future amenities recommended to serve the community.

Parks/Trails Master Plan

A Parks/Trails Master Plan



Where are we in the process?

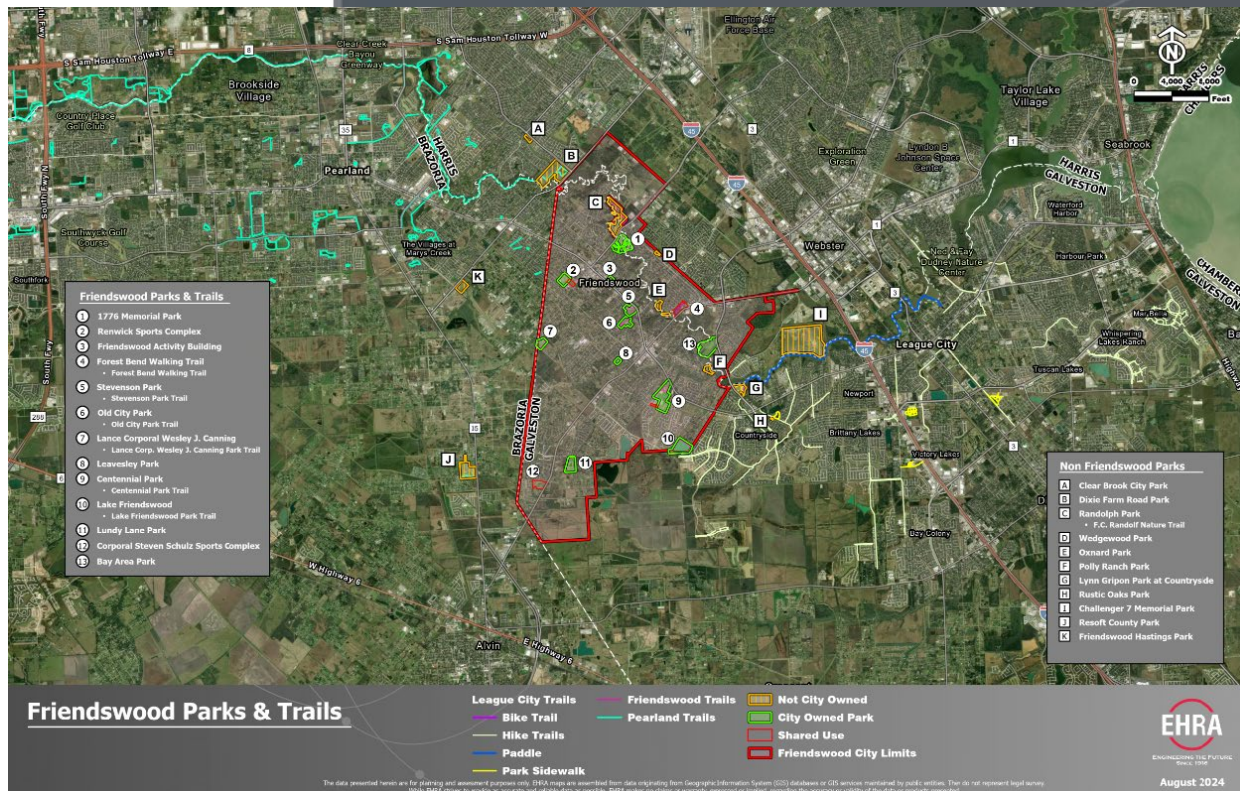
- ✓ 4/4/2023: Parks staff interviews
- ✓ 9/7/2023: Parks re-kickoff with Director of Parks
- ✓ 9/13/2023: Parks Master Plan schedule presentation to Director of Parks
- ✓ 9/20/2023: Parks staff interviews
- ✓ 9/26/2023: Keep Friendswood Beautiful
- ✓ 10/16/2023: Senior Advisory Committee interview
- ✓ 10/26/2023: Friendswood P&Z Commission meeting
- ✓ 10/26/2023: Engineering Staff interviews
- ✓ 11/1/2023: FDEDC Meeting interviews
- ✓ 11/1/2023: Friendswood City Council meeting
- ✓ 1/26/24: Public Engagement Meeting #1
- ✓ 1/30/24: Public Engagement Meeting #2
- ✓ 1/31/24: Public Engagement Meeting #3
- ✓ November/December 2024: draft Master Plan (with interim reviews with Staff)
- January/February 2025: Presentation of final draft to City committees/commissions/council & Plan adoption



ENGINEERING THE FUTURE
SINCE 1936

Parks/Trails Master Plan

City Parks and Trails



Parks/Trails Master Plan

Contents of the Plan



Executive Summary

Introduction and Overview

Understanding the Community

Inventory, Assessments, Needs, and

Recommendations

Parks and Trails Actions Plan

Implementation Strategies

Appendix

Parks/Trails Master Plan

Inventory, Assessments, Needs & Recommendations

Inventory, Assessments, Needs, and Recommendations

1. Old City Park

Size: 14.7 acres **Park Type:** Community

Surrounding Land Uses: Situated north of the Good Shepherd Episcopal Church, east of The Church of Jesus Christ of Latter-day Saints, and west of South Friendswood Drive. This area lies southwest of downtown Friendswood, near Cowart Creek and Stevenson Park. It is predominantly surrounded by residential development.

Accessibility: The main vehicular access point is off of Briar Meadow Avenue, which serves as the primary entrance with parking. Another access point is off Merriewood Drive, closest to the dog park, though street parking is not permitted there. Additionally, there is access from Winding Way Drive, leading to a walking trail and pedestrian bridge, which connects to Stevenson Park.

Existing Amenities: The park features three soccer fields, one of which doubles as a ball field. It is equipped with parking, restroom facilities, picnic tables, BBQ pits, a covered pavilion, a concrete ping pong table, a walking trail, children's play structures, a dog park, and designated nature areas for leisurely exploration. Additionally, a pedestrian bridge over Cowart Creek connects Old City Park to Stevenson Park.

Proposed Enhancements: There is an opportunity to add parking and upgrade the current parking lot with lighting. Public feedback gathered during engagement activities highlighted several suggestions, including the addition of bocce ball courts, agility equipment for dogs, the creation of running trails, and expanding the existing dog park to accommodate more users. According to the pie chart on page 43, which outlines the amenities the community most desires to see improved, trails and the dog park received the highest number of votes. This indicates a strong community interest in enhancing these specific areas to better meet the needs of park users.



Map 3.2, Old City Park
Map courtesy of EHRA Engineering



Photos courtesy of the City of Friendswood

- Park Classifications
- Inventory and Assessment of existing park conditions and
- Park Needs and Recommendations

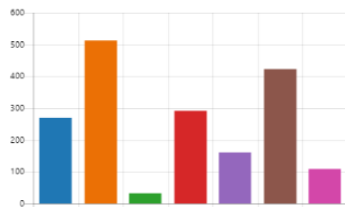


Parks/Trails Master Plan

Public Input Through In-Person and Online Surveys

12. If using trails to reach a destination, what types of places would you like to connect to?

Grocery Store	270
Park	512
Work	34
Retail Shopping	292
School	162
Restaurant	422
Don't Use	108



13. How would you rate your overall satisfaction with the existing trail system within the study area?

Excellent	41
Good	303
Needs Improvement	280
Poor	82



- Three In-person Meetings
 - 257 votes cast
- Online Survey
 - 763 responses



Parks/Trails Master Plan

Public Input Through In-Person and Online Surveys

Inventory, Assessments, Needs, and Recommendations

Parks Needs Assessment

As discussed in Chapter 2, public engagement is crucial for identifying community needs for park facilities and programming. A preliminary evaluation was conducted, as described in the previous section, to determine the types of parks and recreational opportunities considered valuable in Friendswood. This demand-based assessment reflects preferences expressed by the community during stakeholder meetings and a public survey. These engagement strategies helped to identify a variety of desires and concerns within the community. Key themes that emerged consistently during these meetings and throughout the planning process are outlined in the following sections.

In-Person Meeting Input - Parks

The following graphs illustrate the types of amenities the community most wishes to see improved in the parks listed below. Feedback was consolidated from the three in-person public engagement meetings held on the following dates:

1. January 26, 2024 - First meeting at the Public Library.
2. January 30, 2024 - Second meeting at the Senior Activity Center.
3. January 31, 2024 - Third meeting at the Public Library.

Figure 3.1 Stevenson Park

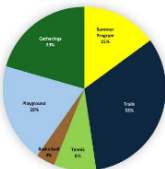


Figure 3.3 Old City Park

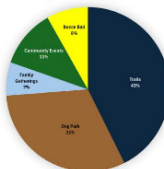


Figure 3.2 Centennial Park

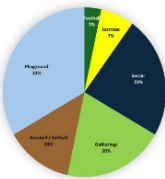
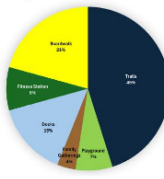


Figure 3.4 Lake Friendswood Park



Parks/Trails Master Plan

Action Plan & Implementation Strategies

Parks and Trails Action Plan

Action Plan

Goal 1: Construct a cutting-edge recreation center

Objective 1.1. Provide the community with a recreation center that meets public demand and offers access to activities and programs tailored to the community's interests

ACTION 1.1.1. Hire a design firm

ACTION 1.1.2. Include public feedback in design development

- An online public survey was conducted and made available online to stakeholders and the general public from January 26, 2024, to February 9, 2024 (see page 9, Chapter 1).
- The survey gathered feedback on the use of the Activity Building, which currently serves as the community's senior citizen center. According to the results, 58% of respondents selected "other" as their primary use of the building, followed by 18% for "senior club," 13% for "yoga," 4% for "card and board games," and 1% for "square dancing" and "indoor pickleball" (see page 59, Chapter 3).
- The survey, along with in-person public engagement activities, also identified several desired amenities for the recreation center. Popular suggestions included public art installations, outdoor yoga, pilates, tai chi, an indoor track, fitness activities, indoor courts, a food truck court, volleyball, a swimming pool, a splash pad, a rock climbing wall, restrooms, pickleball and basketball courts, dance classes, social activity spaces, summer camp classes, and rental spaces (see page 47, Chapter 3).

ACTION 1.1.3. Plan transition of activities from existing facilities to new recreation center

ACTION 1.1.4. Apply for grants

- Local Parks Grants** are administered by the Texas Parks and Wildlife Department. These grants support the development of local parks, including outdoor and indoor recreation facilities.

Goal 2: Upgrade the restroom facilities within existing parks and add restroom facilities to new parks

Objective 2.1: Provide restroom facilities that meet public demand, adhere to safety standards, and comply with ADA requirements

ACTION 2.1.1. Conduct site visits

- EHRA conducted site visits with the City of Friendswood to evaluate the existing restroom facilities.

ACTION 2.1.2. Prioritize parks

The following parks are prioritized based on the need for restroom facilities, as outlined in the recommendations listed in Chapter 3.

- 1776 Memorial Park
- Lance Corporal Wesley J. Canning Park
- Bay Area Park
- *Lundy Lane Park (name subject to change) - park accessed via Lundy Lane

ACTION 2.1.3. Identify funding sources and set budget for each park

ACTION 2.1.4. Create maintenance schedule

1 "Local Parks Grants" — Texas Parks & Wildlife Department, Accessed August 20, 2024, <https://tpwd.texas.gov/recreation/grants/local-parks-grants>

- Phased Strategy
- Short-, Medium-, and Long-Term Goals,
 - 10 Goals
 - 14 Objectives
 - 46 Action Types



Parks/Trails Master Plan

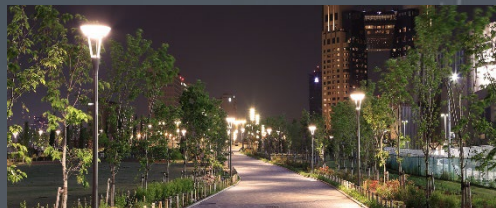
Action Plan & Implementation Strategies

Implementation Action Plan Tables

	On-going	Short term	Medium term	Long term	Capital Project	Regulation or Standard	Partnership or Collaboration	
								1  Primary Action Type 2  Secondary Action Type
Action	Timeframe	Action Type		Action Leaders			Funding	
Goal 1: Construct a cutting-edge recreation center								
Objective 1.1. Provide the community with a recreation center that meets public demand and offers access to activities and programs tailored to the community's interests								
Action: 1.1.1.								
Hire a design firm	X						BUS, F	UPARR, CSBG, Grantworks
Action 1.1.2.								
Include public feedback in design development	X						KFB, PO	
Action 1.1.3.								
Plan transition of activities from existing facilities to new recreation center			X				AAL, CV, KFB, PRS, YSG	
Action 1.1.4.								
Apply for grants	X						PRS, BUS, CC, F, KFB, TPWD	Local Parks Grants (TPWD), UPARR, CSBG, Grantworks, NRPA

Three Pathways to achieve each goal:

- Capital Project Program
- Regulation or Standard
- Partnership or Collaboration



Parks/Trails Master Plan

Action Plan & Implementation Strategies

	On-going	Short term	Medium term	Long term	Capital Project	Regulation or Standard	Partnership or Collaboration	
								1  Primary Action Type 2  Secondary Action Type
Action	Timeframe	Action Type			Action Leaders			Funding
Goal 8: Incorporate versatile sports courts in park facilities								
Objective 8.1: Update current city amenities to incorporate activities and sports that are growing in popularity within the community and region, ensuring facilities remain relevant and responsive to evolving recreational interests								
Action: 8.1.1.								
Analyze current usage of existing sports courts and gather feedback mentioned in Chapter 3		X						AAL, BUS, CCISD, CD, CS, FISD, GC, KFB, PE, PRS, PW, YSG
Action 8.1.2.								
Find suitable locations for new courts			X					AAL, BUS, CCISD, CD, CC, CS, E, EMS, FISD, GC, KFB, PO, PRS, PW, TPWD, YSG Conservation Technical Assistance, CSBG, FLP, Grantworks, Local Parks Grants (TPWD), Outdoor Recreation Grant Program (NPS), UPARR, NRPA, TML
Action 8.1.3.								
Ensure plans include amenities like seating, lighting, and shade		X						CD, CC, CS, E, PRS, PW, KFB
Action 8.1.4.								
Continue organizing and coordinating tournaments and leagues to foster community engagement and participation	X							AAL, BUS, CCISD, CD, CS, CV, FISD, KFB, PRS, YSG
Action 8.1.5.								
Schedule regular maintenance and conduct periodic inspections	X							CD, CS, E, KFB, PRS, PW

Action Leaders:

AAL: Adult Athletic Leagues

BUS: Businesses and stakeholders

CCISD: Clear Creek Independent School District

CD: Community Development (planning and code enforcement)

CC: City Council

CS: City Staff, Secretary, Administration, elected officials

CV: Community Volunteers

E: Engineering

EMS: Emergency Management Services (Fire and Police Department)

F: Finance

FISD: Friendswood Independent School District

GBF: Galveston Bay Foundation

GC: Galveston County

GCCDD: Galveston County Consolidated Drainage District

HCDD: Harris County Consolidated Drainage District

KFB: Keep Friendswood Beautiful

NACTO: National Association of City Transportation Officials

PO: Property Owners, Residents

PRS: Parks and Recreation Subcommittee

PW: Public Works

TPWD: Texas Parks and Wildlife Department

TxDOT: Texas Department of Transportation

YSG: Youth Sports Groups

Parks/Trails Master Plan

Action Plan & Implementation Strategies

	On-going	Short term	Medium term	Long term	Capital Project	Regulation or Standard	Partnership or Collaboration	
								1  Primary Action Type 2  Secondary Action Type
Action	Timeframe	Action Type			Action Leaders			Funding
Goal 8: Incorporate versatile sports courts in park facilities								
Objective 8.1: Update current city amenities to incorporate activities and sports that are growing in popularity within the community and region, ensuring facilities remain relevant and responsive to evolving recreational interests								
Action: 8.1.1.								
Analyze current usage of existing sports courts and gather feedback mentioned in Chapter 3		X						AAL, BUS, CCISD, CD, CS, FISD, GC, KFB, PE, PRS, PW, YSG
Action 8.1.2.								
Find suitable locations for new courts			X					AAL, BUS, CCISD, CD, CC, CS, E, EMS, FISD, GC, KFB, PO, PRS, PW, TPWD, YSG Conservation Technical Assistance, CSBG, FLP, Grantworks, Local Parks Grants (TPWD), Outdoor Recreation Grant Program (NPS), UPARR, NRPA, TML
Action 8.1.3.								
Ensure plans include amenities like seating, lighting, and shade		X						CD, CC, CS, E, PRS, PW, KFB
Action 8.1.4.								
Continue organizing and coordinating tournaments and leagues to foster community engagement and participation	X							AAL, BUS, CCISD, CD, CS, CV, FISD, KFB, PRS, YSG
Action 8.1.5.								
Schedule regular maintenance and conduct periodic inspections	X							CD, CS, E, KFB, PRS, PW

Funding sources:

**Funding option listed in the 2010 Parks Master Plan*

- *Aquatic Resource Education
- Centerpoint Energy Grants
- *Conservation Technical Assistance
- *Community Services Block Grant (CSBG)
- *Federal Lands-to-Parks (FLP)
- Grantworks
- HEB Grants
- Houston-Galveston Area Council (HGAC) Grants
- *Land and Water Conservation Fund (LWCF)
- Lee and Joseph D Foundation
- Local Parks Grants (TPWD)
- National Association of City Transportation Official (NACTO) Grants
- National Recreation & Park Association (NRPA)
- *National Coastal Wetlands Conservation Grants Program
- Outdoor Recreation Grant Program (National Park Service)
- *Recreational Boating Safety Grants (RBS)
- Recreational Trail Grants (TPWD)
- *Rivers, Trails, and Conservation Assistance (RTCA)
- *Sport Fish Restoration Act
- Texas Municipal League (TML)
- Texas New Mexico Power (TNMP) Grants
- Texas Recreation Trail Fund
- The Skatepark Project Grants
- Traffic Safety Grants (TxDOT)
- *Urban Park and Recreation Recovery Program (UPARR)
- *Wildlife Restoration Act

Parks/Trails Master Plan

High Priority Facility Needs Align w/ TPWD Grant Opportunities

Figure 4: Summary of High Priority Facility Needs in Friendswood

New or additional facilities needed based on citizen input	
1.	Lighting and shade areas
2.	Parking
3.	Restrooms
4.	Upgrade existing and add multi-use fields and sports courts
5.	Expanded programming for sports leagues
6.	Interconnected trail system
Upgraded facilities needed based on existing condition	
1.	Lighting, Parking, and Restrooms
2.	Update the pool at Stevenson Park
3.	Renovate the Activity Building
4.	Upgrade existing playground and fields as well as amphitheater at Centennial Park
Top cumulative outdoor facility needs based on above summaries	
1.	Lighting and shade areas
2.	Parking
3.	Restrooms
4.	Update existing or build new pool
5.	Upgrade existing or build new multi-use fields and sports courts
6.	Upgrade, covered playscapes
7.	Trails
8.	Food trucks, farmers market
9.	Additional fishing piers
Top cumulative indoor facility needs based on above summaries	
1.	Indoor swimming pool
2.	Community recreation center
3.	Meeting spaces for social activities
4.	Indoor sports courts and multi-use fields
5.	Expanded programming such as classes for yoga, cooking and crafting

- Texas Parks and Wildlife Department (TPWD) qualified Master Plan
- Enhances the City's eligibility for TPWD's various grant programs.

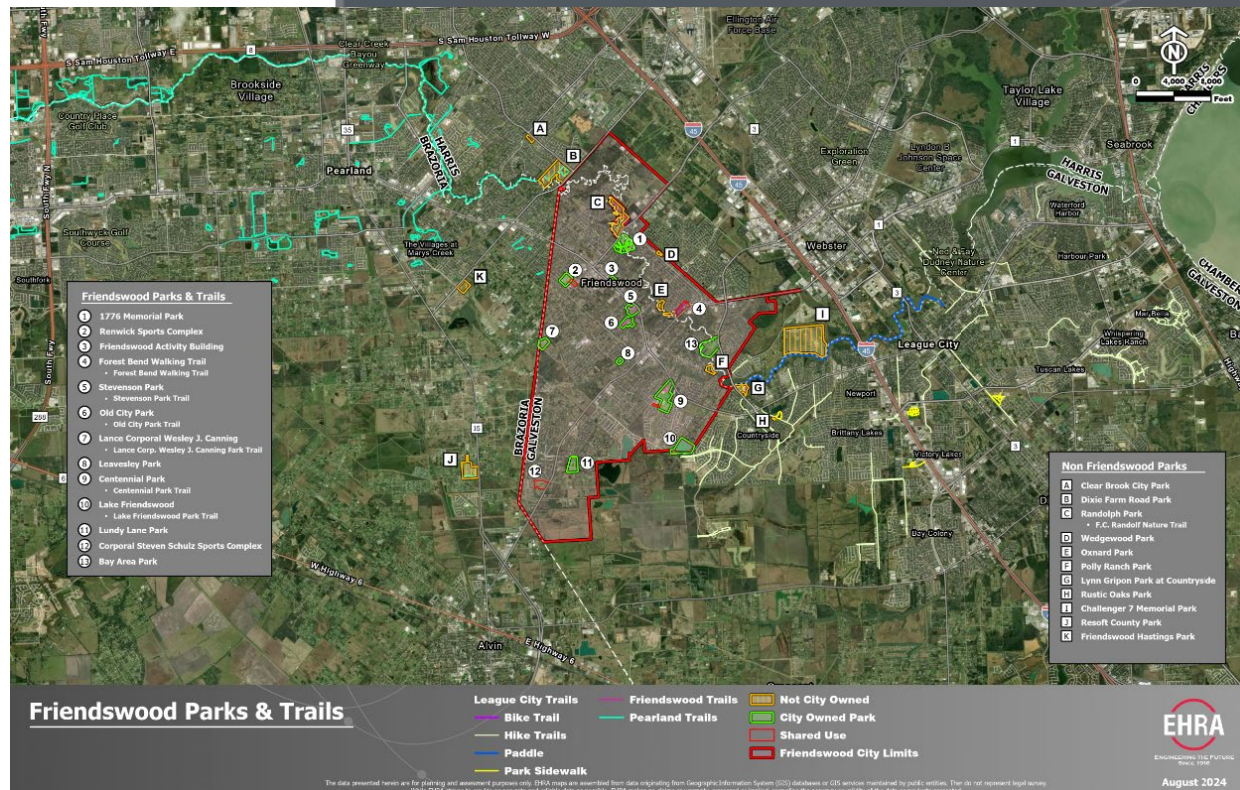




ENGINEERING THE FUTURE
SINCE 1936

Parks/Trails Master Plan

City Parks and Trails





ENGINEERING THE FUTURE
SINCE 1936

**10011 MEADOWGLEN
HOUSTON, TX 77042
www.EHRAINCCOM**

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: January 6, 2025

Date submitted: 12/03/2024

Prepared by: Karen Horner, City Attorney

Subject: Discuss an ordinance amending Appendix C "Zoning," Section 13 "Duties of administrative official, board of adjustment, city council, and courts on matters of appeal" of the Friendswood City Code to remove item B; amending Chapter 2 "Administration," Article II "Boards, Committees and Commissions" of the Friendswood City Code to add a new section to be numbered and entitled Section 2-25 "Appeals" to afford certain decisions of non-advisory boards, commissions, and/or committees, to be appealed to the City Council; and amending related sections of the Friendswood City Code to direct appeals to the City Council.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

At the December Council meeting, the City Council requested that the City provide a survey of other city ordinances concerning decisions of non-advisory boards and bring back a possible ordinance for Council's consideration. The survey and a draft ordinance is attached.

The draft ordinance amends Chapter 2 "Administration," Article II "Boards, Committees and Commissions" of the Friendswood City Code to add a new section to be numbered and entitled Section 2-25 "Appeals" to provide for an appeal of certain decisions of non-advisory boards, commissions, and/or committees to the City Council. As proposed, such appeals relate to decisions of the Construction Board of Adjustment and Appeals and certain decisions of the Planning and Zoning Commission, which do not conflict with state law.

Depending on what decisions Council desires to review on appeal, the proposed ordinance may be revised to include amendments to other provisions of the Friendswood City Code, including, but not limited to:

1. Section 14-335 "Appeal to district court; lien priority"; and
2. Appendix C "Zoning," Section 13 "Duties of administrative official, board of adjustment, city council, and courts on matters of appeal."

Changes to the zoning ordinance require a public hearing and recommendation from the Planning and Zoning Commission before City Council can take action.

This item will allow the City Council to consider which matters it desires to hear on appeal if timely perfected. If subjects in the zoning ordinance are included in the items that Council wishes to consider on appeal, the proposed ordinance can be presented to the Planning and Zoning Commission in February and will likely be placed on the March Council agenda after P&Z issues its report. The ordinance will be effective after its first and final reading.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Draft Ordinance - Appeals Form
2. Chart of Appeals
3. Considerations for Appeals
4. Council Appeals Discussion

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING/REPEALING [SECTIONS MAY BE ADDED DEPENDING ON WHAT APPEALS COUNCIL DESIRES TO HEAR]; AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES AND COMMISSIONS," DIVISION 1 "GENERALLY" OF THE FRIENDSWOOD CITY CODE TO ADD A NEW SECTION TO BE NUMBERED AND ENTITLED SECTION 2-25 "APPEALS" TO AFFORD CERTAIN DECISIONS OF NON-ADVISORY BOARDS, COMMISSIONS AND/OR COMMITTEES TO BE APPEALED TO THE CITY COUNCIL; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND THE EFFECTIVE DATE.

WHEREAS, the City Council desires to afford its citizens the ability to appeal certain decisions of its non-advisory boards, commissions, and/or committees (collectively "Boards") directly to the City Council; and

WHEREAS, the following are the affected Boards and the related decisions subject to this new appeal opportunity:

Appeal from ¹	Decisions
Construction Board of Adjustment and Appeals	Matters will be added depending on what appeals Council desires to hear
Planning and Zoning Commission	Matters will be added depending on what appeals Council desires to hear

WHEREAS, in order to provide for appeals to City Council of certain matters contained in Appendix C "Zoning" of the Friendswood City Code, the Planning and Zoning Commission must submit its report to the City Council after holding a public hearing on the matter; and

WHEREAS, in accordance with the Friendswood City Code and all applicable laws, the Planning and Zoning Commission and the City Council conducted a public hearing on such amendment, allowing all interested persons the opportunity to be heard; and

WHEREAS, after the public hearing on the proposed amendment and after having considered the amendment, the relevant support materials, and public testimony, the Planning and Zoning Commission filed a final report and recommendation with the City Council to approve/deny the proposed text amendments contained in this ordinance; and

WHEREAS, in accordance with the Friendswood City Code and all applicable laws, the City Council has determined that all public notices have been posted and published and all required hearings on this matter have been held; and

¹ Note the other two non-advisory boards noted in the Code of Ordinances include:

- ZBOA, whose decisions are statutorily required to be appealed directly to district court and
- Charter Commission, whose final report is considered by the City Council and currently serves only in an advisory capacity.

WHEREAS, the City Council further finds that this ordinance complies with the applicable provisions of the City Charter, City Code and all other applicable laws; and

WHEREAS, after holding a public hearing on the proposed amendment and considering the amendment, the relevant support materials and public testimony, the City Council deems it appropriate to approve the amendments contained herein; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. That the facts and matters set forth in the preamble of this ordinance are hereby found to be true and correct.

Section __. That Appendix C "Zoning," Section 13 "Duties of administrative official, board of adjustment, city council, and courts on matters of appeal" of the Friendswood City Code is hereby amended to read as follows:

APPENDIX C. ZONING

Sec. 13. Duties of administrative official, board of adjustment, city council, and courts on matters of appeal.

~~A.~~ It is the intent of this section that all questions of interpretation and enforcement shall be first presented to the administrative official, and that such questions shall be presented to the board of adjustment only on appeal from the decision of the administrative official, and that recourse from the decisions of the board of adjustment shall be to the courts in the manner provided by law, particularly V.T.C.A., Local Government Code §§ 211.008—211.011.

~~B. It is further the intent of this section that the duties of the city council in connection with this appendix shall not include hearing and deciding questions of interpretation and enforcement that may arise. The procedure for deciding such questions shall be as stated in this section and this appendix. Under this appendix, the city council shall have only the duties of considering and adopting or rejecting proposed amendments or the repeal of this appendix, as provided by law, and of establishing a schedule of fees and charges as stated in section 14.~~

~~[Depending on what appeals Council desires to hear, additional sections may need to be amended or repealed, e.g., §§ 14-335, 34-32.]~~

Section __. That Chapter 2 "Administration," Article II "Boards, Committees and Commissions," Division 1 "Generally" of the Friendswood City Code is hereby amended to add a new section to be numbered and entitled Section 2-25 "Appeals," which section shall read as follows:

CHAPTER 2. ADMINISTRATION

ARTICLE II. BOARDS, COMMITTEES AND COMMISSIONS

DIVISION 1. GENERALLY

Section 2-25. Appeals to city council.

- (a) *Appeal.* An applicant shall have the right to appeal to the city council those decisions specified in subsection (b) of this section by filing a written statement requesting an appeal hearing. The written statement must set forth fully the basis for the appeal and be accompanied by all documentation relied upon in support thereof. Delivery of such request for hearing may be effected by personal delivery to the city secretary or by mail, postage prepaid, to the city secretary but must be received by the city secretary within ten (10) business days after the applicant's receipt of written notice of the decision from which the appeal is taken.
- (b) *Decisions.* The following decisions may be appealed to the city council pursuant to subsection (a):

Appeal from	Decisions
Construction Board of Adjustment and Appeals	Matters will be added depending on what appeals Council desires to hear
Planning and Zoning Commission	Matters will be added depending on what appeals Council desires to hear

- (c) *Hearing.* A hearing under subsection (a) shall be conducted by the city council in accordance with its rules of procedure. Notice of the city council's decision in an appeal shall be given to the applicant in writing by deposit in the U. S. mail within five (5) business days after such decision. The determination of the city council shall be final.

Section __. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency, hereby repealed.

Section __. In the event any clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section __. The City Secretary shall give notice of the enactment of this ordinance by promptly publishing the caption of this ordinance after final passage in the official newspaper of the City.

Section __. This ordinance shall take effect ten (10) days from and after its passage on first and final reading by the City Council of the City of Friendswood, Texas, and its publication in the official newspaper of the City.

INTRODUCED, READ AND PASSED on first and final reading by the affirmative vote of the City Council of the City of Friendswood on this the 3rd day of March, 2025.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

DRAFT

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: January 6, 2025

Date submitted: 12/02/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Present an update regarding Employee Service Awards.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Every year in December, the City recognizes its employees for their years of dedicated service. I would like to acknowledge those staff members, and thank them for their years of service to the City. Awards are given in 5 year increments and presented at the Employee Christmas Party. Here is a listing of this year's recipients:

35 YEARS:

MATTHEW RILEY, LIBRARY

30 YEARS:

DAVID BRECHTEL, POLICE
DOUGLAS LAUERSDORF, POLICE

25 YEARS:

JOSH ROGERS, POLICE

20 YEARS:

KEITH ROGERS, LIBRARY
CAROL HARGIS, POLICE
ROBERT BARFIELD, CITY ATTORNEY'S OFFICE
RICHARD LEWIS, PUBLIC WORKS
ERIK REYNA, POLICE

15 YEARS:

ALBERTO GOMEZ, PUBLIC WORKS
CESAR ZEPEDA, PUBLIC WORKS
ALEX MENDOZA, COMMUNITY DEVELOPMENT
SUTAPA CHATTERJEE, LIBRARY

10 YEARS:

GINA HUNT, POLICE
HALEY BROWN, HUMAN RESOURCES
JEFFREY SPEARS, FINANCE
ROLANDA LEWIS-KEAL, FINANCE
CHRISTOPHER J SWEIGART, POLICE

RICHARD HALEY, POLICE
KATHERINE DOMSKY, LIBRARY
JENNIFER HALE, MUNICIPAL COURT

5 YEARS:

HAILEE MEDWEDEFF, PUBLIC WORKS
JORGE CARDENAS SALAZAR, PUBLIC WORKS
AUSTIN CABALLERO, POLICE
JEREMY SEAGO, POLICE
ZACHARY WEIGLE, POLICE
APRIL TORRES, POLICE
JILDARDO ARIAS, ENGINEERING
SHADEY CARAVEO-SALDANA, PARKS
REBECCA SAENZ, POLICE
DRAYTEN HUDGENS, POLICE
BRADLEY MILLING, POLICE
SCOTT PEEL, POLICE
KATHERINE MARIE BARNES, LIBRARY
NATHANIEL A MARTINEZ, PUBLIC WORKS
ARNI ROMERO, PUBIC WORKS

We appreciate all of our City employees, and thank them for their hard work in providing the quality services our citizens have come to expect.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: January 6, 2025

Date submitted: 12/17/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Recognize EMS Captain Stacy Kohn for completing the Texas Certified Public Manager Program (CPN).

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On Friday, December 13, 2024, EMS Captain Stacy Kohn graduated from the 16-month Texas Certified Public Manager Program (CPM) at the Texas State Capitol in Austin, Texas. The CPM program is facilitated through the William P. Hobby Center for Public Service at Texas State University. This CPM program is a nationally recognized designation that supports emerging leaders in public service with tools, skills and perspectives needed to drive positive change in public service. We want to extend our congratulations to Captain Kohn for this wonderful achievement.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

- 1. Captain Kohn CPM Pictures





FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: January 6, 2025

Date submitted: 12/23/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Recognize Municipal Court Deputy Director Jennifer Hale for completing the inaugural class of the Houston-Galveston Area Council (H-GAC) and Professional Development Academy's Professional Development Academy.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Houston-Galveston Area Council (H-GAC) in partnership with the Professional Development Academy created a High Performance Leadership Academy (HPLA) in order to provide resources that connect local government staff with practical leadership training. HPLA uses an innovative, interactive online learning platform that combines real-time webinars, recorded session, and small group discussion to deliver effective training without travel, thus saving money and maximizing time. This academy focuses on the following five essential skills, which are to:

LEAD: engage teams and stakeholders to foster positive climates and exceed common expectations.
ORGANIZE: plan, lead and execute organization change more effectively and consistently.
COLLABORATE: establish alignment and strong partnerships through building stronger relationships.
DELIVER: Measure projects and processes to deliver results aligned with community priorities.
COMMUNICATE: Create clarity, confidence and community.

Jennifer Hale was a part of the first Leadership Academy class and we are incredibly proud of her commitment to embrace her new leadership position in the City as a deputy director. We look forward to great things from Ms. Hale and congratulate her on successfully completing this challenge.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: January 6, 2025

Date submitted: 12/19/2024

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Recognize Assistant City Manager/City Secretary Lettie Brysch for her participation as a guest speaker/presenter at the 36th Annual Secretary of State Election Law Seminar for Cities, Schools and Other Political Subdivisions on the topics of Ordering, Providing Notice of, and Cancelling an Election as well as Preparing Candidate Packets and Practical Considerations.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The 36th Annual Secretary of State (SOS) Election Law Seminar for Cities, Schools and Other Political Subdivisions is comprised of multiple educational presentations tailored to cities and election administrators as it relates to their election-related duties pursuant to the Texas Election Code. This year's conference took place at the Renaissance Austin Hotel from December 18-20, 2024.

On the first day of the seminar, Friendswood Assistant City Manager/City Secretary Lettie Brysch was asked to co-present with Rockport City Secretary Shelley Goodwin, for a session called Ordering, Providing Notice of, and Cancelling an Election, which discussed the duties and roles for calling an election, knowing the deadlines and creating a plan.

On the second day of the seminar, Ms. Brysch co-presented with Pearland City Secretary Frances Aguilar and Elections Administrator for Goose Creek CISD Noemi Garcia, on the topic of Preparing Candidate Packets, which focused on the legal requirements and best practices for the creation and maintenance of candidate information packets.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: January 6, 2025

Date submitted: 10/09/2024

Prepared by: Linda Newsted, Administrative Assistant

Subject: Consider approving the first renewal of the City's Official City Newspaper Contract with Wood Land Publishing, Inc., d/b/a Reporter News.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Section 11.02 "City newspaper" of the City of Friendswood Charter states in part that:

The Council shall, at a minimum, biannually designate a public newspaper of general circulation in the City as the official publication thereof, and to continue as such until another is designated, and shall cause to be published therein all ordinances, notices and other matters required by this Charter, but the ordinances of the City, or by the Constitution and/or laws of the State of Texas to be published.

On January 9, 2023, the City Council accepted the bid of Wood Land Publishing, Inc., d/b/a Reporter News (the "Vendor") and designated it as the Official Newspaper of the City of Friendswood via Resolution No. R2023-1. The vendor's bid submission is attached to this item for your review and includes the terms, specifications, and requirements of this contract. Said contract was for an initial two-year term period with the option of two additional two-year renewals. This item allows the Council to approve the first two-year renewal with all the other terms, specifications, and requirements remaining the same. If approved, this contract would be extended through January 8, 2027. At that time, the Council may renew the contract for one more two-year term if desired.

The monies related to this contract are budgeted in the City Secretary's annual operating budget.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution No. R2023-01 - Designating City's Official Newspaper
2. 2022 11 10 Reporter News Bid No. 2022-14 Submission and Contract
3. 2025 Memorandum of Renewal - Reporter News
4. COI First Renewal of Contract for the Official City Newspaper
5. 1295 Form First Renewal of Contract for the Official City Newspaper

RESOLUTION NO. R2023-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS,
DESIGNATING *THE REPORTER NEWS* AS THE OFFICIAL NEWSPAPER OF THE CITY OF
FRIENDSWOOD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council is required to designate an official newspaper of the City pursuant to Section 11.02 of the Charter; and

WHEREAS, such newspaper generally shall:

1. devote not less than 25 percent of its total column lineage to general interest items;
2. be published at least once each week;
3. be published in the county in which the City is located;
4. be a public newspaper of general circulation in the City;
5. be entered as second-class postal matter in the county where published;
6. charge the legal rate or a lower rate; and
7. have been published regularly and continuously for at least 12 months before the City publishes notice; and

WHEREAS, the City issued a notice of invitation to bid for the official newspaper of the City, which invitation was published on October 5, 2022, and October 12, 2022, and posted on the City's notice board on September 23, 2022; and

WHEREAS, on November 10, 2022, the City opened the bids and read them aloud at City Hall; and

WHEREAS, Wood Land Publishing, Inc., d/b/a Reporter News, submitted the lowest bid; and

WHEREAS, the City Council desires to name *Reporter News* as the official newspaper of the City of Friendswood; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. The facts and matters set forth in the preamble of this ordinance are hereby found to be true and correct.

Section 2. The City Council hereby designates *Reporter News* as the official newspaper of the City of Friendswood.

Section 3. This resolution shall be effective immediately upon its passage and approval.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 9th day of January, 2023.

ATTEST:



LETICIA BRYSCH, City Secretary



BRENT ERENWERT, Mayor Pro Tem



APPROVED AS TO FORM:



KAREN HORNER, City Attorney

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**CITY OF FRIENDSWOOD, TEXAS
INVITATION TO BID NO. 2022-14
OFFICIAL CITY NEWSPAPER**

BID INFORMATION:

Issue date: Wednesday, October 5, 2022

Closing date & time: Thursday, November 10, 2022, at 2:00 p.m.

RETURN BIDS TO:

City Secretary's Office
Friendswood City Hall
910 S. Friendswood Drive
Friendswood, Texas 77546

FOR INFORMATION CONTACT:

Leticia Brysch, City Secretary
City Secretary's Office
910 S. Friendswood Drive
Friendswood, Texas 77546
(p) 281-996-3270, (f) 281-482-1634
citysecretary@friendswood.com
www.ci.friendswood.tx.us



**CITY OF FRIENDSWOOD, TEXAS
NOTICE OF INVITATION TO BID NO. 2022-14
OFFICIAL CITY NEWSPAPER**

Sealed Competitive Bids shall be submitted via two (2) electronic copies, each copy on one flash drive or CD. Each flash drive/CD must contain only one (1) file in PDF format and must match identically. The PDF files must include the ink signature of a person with the authority to bind the vendor into a contract. All submitted materials must be enclosed into one sealed package that is clearly marked with the following title "**BID #2022-14, Official City Newspaper**" and the name of the vendor, addressed to the City of Friendswood, Attn: City Secretary. Said submissions are to be received at Friendswood City Hall, City Secretary's Office, 910 S. Friendswood Dr., Friendswood, TX, 77546, on or before on **Thursday, November 10, 2022, at 2:00 p.m.**, at which time the bids will be opened and read aloud.

The City of Friendswood (the "City") reserves the right to reject any or all bid and to waive any informality in the bids received. The contract, if any, will be awarded to the lowest responsible bidder. The City pays for goods and services according to the provisions of Chapter 2251 of the Government Code.

Specifications and related information may be downloaded from the City's website at <https://www.ci.friendswood.tx.us/Bids.aspx> or may be reviewed/inspected during regular business hours in the City Secretary's Office, City Hall, 910 South Friendswood Drive, Friendswood, TX 77546.

For additional information, please contact Leticia Brysch at (281) 996-3270 or via email to citysecretary@friendswood.com.

*/S/Leticia Brysch, City Secretary
City of Friendswood*

INVITATION TO BID NO. 2022-14
CITY OF FRIENDSWOOD, OFFICIAL CITY NEWSPAPER
BID SUBMISSION REQUIREMENTS

The City of Friendswood (the "City") invites the submission of bids from experienced and qualified newspapers of general circulation in the City of Friendswood to serve as the City's "Official Newspaper" for purposes of publishing in printed form all official publications and legal notices.

Sealed Competitive Bids shall be submitted via two (2) electronic copies, each copy on one flash drive or CD. Each flash drive/CD must contain only one (1) file in PDF format and must match identically. The bid submission shall contain the following, in the following order:

- a. Completed Bid,
- b. Completed Exhibits, and
- c. Required attachments.

The PDF files must include the ink signature of a person with the authority to bind the bidder into a contract. All submitted materials must be enclosed into one sealed envelope that is clearly marked with the following title "**BID NO. 2022-14, Official City Newspaper**" and must contain the name of the company.

BIDS MUST BE RECEIVED BY THE CITY SECRETARY'S OFFICE OF THE CITY OF FRIENDSWOOD, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS 77546, NO LATER THAN 2:00 P.M. ON THURSDAY, SEPTEMBER 29, 2022. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THAT DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE AND WILL BE RETURNED UNOPENED. IT IS THE BIDDER'S RESPONSIBILITY TO ENSURE THAT THE BIDS ARE RECEIVED BY THE CITY SECRETARY'S OFFICE.

Bids will be publicly opened and read at the Friendswood City Council Chambers located at 910 S. Friendswood Drive, on **Thursday, November 10, 2022, at 2:00 p.m.**

BIDS THAT ARE NOT SUBMITTED IN A SEALED ENVELOPE OR CONTAINER WILL NOT BE CONSIDERED. ELECTRONIC OR FACSIMILE BIDS WILL NOT BE ACCEPTED. INCOMPLETE BIDS WILL NOT BE CONSIDERED.

The City reserves the right to reject any or all bids and waive any or all irregularities or to proceed otherwise when in the best interest of the City. Bids shall be valid for a period of ninety (90) days from the date bids are opened and read, and for the duration of the contract term and any renewals thereof. The City pays for goods and services according to the provisions of Chapter 2251 of the Government Code.

Selection Criteria

The City will conduct a comprehensive, fair, and impartial evaluation of all bids received in response to this ITB and any resulting contract shall be awarded to the lowest responsible bidder.

INVITATION TO BID NO. 2022-14
CITY OF FRIENDSWOOD, OFFICIAL CITY NEWSPAPER
FRIENDSWOOD RESPONDENT BID

Bidder Information

- 1) Full Name of Applicant: James M Foreman
Name of Company: Wood Land Publishing Inc dba Reporter News
- 2) Business Address: 103 S. Friendswood Dr.
City: Friendswood State: TX Zip: 77546
- 3) Primary Phone: 281-485-7501 Secondary Phone: 281-793-0611
- 4) Email Address: jim@myreporternews.com Website: myreporternews.com

Bidder Responses

- 5) Business Structure: (Check one, as applicable)
- ☐ Sole Proprietorship
☐ Partnership or Limited Partnership
List or Attach Partners:
☐ Limited Liability Company
List or Attach Members:
☒ Corporation
- 6) Has the company regularly and continuously for at least 12 months before the governmental entity or representative publishes in both print and electronic formats?
- ☒ Yes, if so, how long: Print: 38 years
☐ No Online: 6 years
- 7) Have the ability to deliver newspapers, either hand-delivered or via mail, to subscribers in the Harris County side of the City of Friendswood?
- ☒ Yes
☐ No
- 8) Does the company devote not less than 25% of its total column lineage to general interest items?
- ☒ Yes
☐ No
- 9) Does your company publish in print form at least once a week?
- ☒ Yes, if so what day(s): Wednesday
☐ No
- 10) Is your company entered as second-class postal matter in Galveston County?

☒ Yes
☐ No

11) Can your company print publications with special fonts/characters; specifically, Vietnamese and Chinese (Traditional)?

☒ Yes
☐ No

Rates

Please state the specific rates to be charged to the City for the following and include any discounts that may apply to the City in the rate quotation.

BID (MAXIMUM PUBLICATION RATE) GUARANTEED FOR TWO YEARS

Legal Notice	\$ <u>8</u>	per column inch
Display Ad	\$ <u>8</u>	per column inch
Classified Ad	\$ <u>8</u>	per column inch

What would be the cost of publishing the attached notices in Exhibit A – Service Bid Sheet. (Attach calculation of the total cost with each notice)

If there is an electronic version of the newspaper, is the electronic publication included in the publication costs?

☒ Yes
☐ No

Is there a separate cost for publication tear sheets and affidavits?

☐ Yes, if yes, what is the cost for:

Electronic tear sheet and affidavit: \$ _____
Paper tear sheet and affidavit? \$ _____

☒ No

Deadlines

Please state the deadlines for publication that the City would be following.

What are your submission deadlines? Monday at 5pm for print the following Wednesday

What is your process for emergency publications? We can accept last minute submissions as late as 2pm on Tuesday for print the following day. For emergency publications we must receive advance notice by Noon.

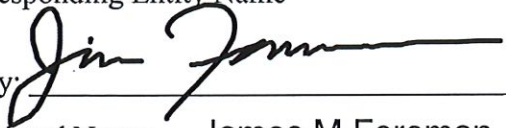
What is your method for notifying the City of publication deadline changes for holidays or other special circumstances? In the unlikely event that our publication deadlines will change, the city will be notified via email at least 2 weeks prior.

Certification

The undersigned certifies that (s)he is authorized to submit this Bid on behalf of the entity named below, and agrees to the following:

1. Bidder will be able and willing to provide services as described in this ITB and remain in compliance with the requirements thereof for the contract period;
2. If Bidder is a corporation, Bidder will provide a certified copy of the resolution evidencing authority to enter into the contract, if a person other than an officer of the corporation will be signing the contract;
3. Bidder will be able and willing to comply with the insurance and indemnification requirements set out in this ITB;
4. All statements made in this Bid submission are true and correct and Bidder understands that any false statements or failure to disclose required information may result in disqualification of this Bid from consideration.

Responding Entity Name

By: 

Printed Name: James M Foreman

Title: Publisher

Date: 11/09/2022

EXHIBIT "A"
INVITATION TO BID NO. 2022-14
SERVICE BID SHEET

PRICING INFORMATION		
Description	Daily, Mon-Sat	Weekend
Legal Notices (price per column inch)	\$ 8	\$
<i>Total cost to publish samples in your standard print type per above quoted price per column inch.</i>		
Exact Pricing for Exhibit A-1 sample bid notice	\$ 64	\$
Exact Pricing for Exhibit A-2, sample ordinance caption	\$ 32	\$
Exact Pricing for Exhibit A-3, sample public hearing notice for rezoning hearings	\$ 80	\$
Display Ads (price per column inch)	\$ 8	\$
<i>Total cost to publish samples in your standard print type per above quoted price per column inch.</i>		
Exact Pricing for Exhibit A-4 sample election notice in all four languages	\$ 600	\$
Classified Ads (per column inch)		
List the type and price of advertisements for non-legal sections of newspaper.	---	---
Discounts (for repeat notices/ads, etc.)	\$ 0	\$
Discount		

Attach additional pricing sheets for display advertising for the various sizes offered.

Based upon the pricing information specified above assuming no weekend ads/notices, please calculate the following:

BASE BID			
Ad Type	Price per Column Inch	Approximate Number of Ads	Extended Price
Exhibit A-1 Legal Notices	8	55	\$ 3,520
Exhibit A-2 Legal Notices	8	20	\$ 640
Exhibit A-3 Legal Notices	8	25	\$ 2,000
Exhibit A-4 Display Ads	8	2	\$ 1,200
Discounts for repeat notices/ads	0	27	(\$ 0)
Total Base Bid			\$ 7,360

Submission Deadline: 5:00 (AM or **PM**)

State standard type size and column width legal notices will print: 8pt font, 1.71" column width

Exhibit A-1 2 columns x 4 inches = \$64

**CITY OF FRIENDSWOOD, TEXAS
REQUEST FOR PROPOSAL NO. 2022-15
CITY OF FRIENDSWOOD LANDSCAPE MAINTENANCE**

Request for Proposals (RFPs) shall be submitted via two (2) electronic copies, each copy on one flash drive or CD. Each flash drive/CD must contain only one (1) file in PDF format and must match identically. The PDF files must include the ink signature of a person with the authority to bind the vendor into a contract. All submitted materials must be clearly marked with **RFP NO. 2022-15**, and addressed to the City of Friendswood, Attn: City Secretary, and are to be received at Friendswood City Hall, City Secretary's Office, 910 S. Friendswood Dr., Friendswood, TX, 77546 before **2:00 P.M., THURSDAY, JUNE 23, 2022**.

The City of Friendswood (the "City") reserves the right to reject any or all proposals. Any contract resulting from this RFP shall be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the City considering the relative importance of price and the other evaluation factors included in this request for proposals.

Specifications and related information may be downloaded from the City of Friendswood's website at <https://www.ci.friendswood.tx.us/Bids.aspx> or may be reviewed/inspected during regular business hours in the City Secretary's Office, City Hall, 910 South Friendswood Drive, Friendswood, TX 77546.

A **Mandatory Pre-Bid Meeting** is scheduled for **Thursday, June 16, 2022**, at **10:00 A.M.**, at Friendswood City Hall, 2nd Floor Conference Room, 910 S. Friendswood Drive, Friendswood, TX 77546.

For additional information, please contact James Toney, Parks and Recreation Director at (281) 996-3220 or via email to rec@friendswood.com.

/s/ Leticia Brysch, City Secretary

EXHIBIT A-1



**CITY OF FRIENDSWOOD, TEXAS
REQUEST FOR PROPOSAL NO. 2022-15
CITY OF FRIENDSWOOD LANDSCAPE MAINTENANCE**

Request for Proposals (RFPs) shall be submitted via two (2) electronic copies, each copy on one flash drive or CD. Each flash drive/CD must contain only one (1) file in PDF format and must match identically. The PDF files must include the ink signature of a person with the authority to bind the vendor into a contract. All submitted materials must be clearly marked with **RFP NO. 2022-15**, and addressed to the City of Friendswood, Attn: City Secretary, and are to be received at Friendswood City Hall, City Secretary's Office, 910 S. Friendswood Dr., Friendswood, TX, 77546 before **2:00 P.M., THURSDAY, JUNE 23, 2022**.

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Specifications and related information may be downloaded from the City of Friendswood's website at <https://www.ci.friendswood.tx.us/Bids.aspx> or may be reviewed/inspected during regular business hours in the City Secretary's Office, City Hall, 910 South Friendswood Drive, Friendswood, TX 77546.

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For additional information, please contact James Toney, Parks and Recreation Director at (281) 996-3220 or via email to rec@friendswood.com.

/S/Leticia Brysch, City Secretary

Exhibit A-2 2 columns x 2 inches = \$32

**CITY OF FRIENDSWOOD
ORDINANCE NO. 2022-15**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING CHAPTER 82 "TRAFFIC AND VEHICLES," ARTICLE I "IN GENERAL," SECTION 82-1 "UNREASONABLE ACCELERATION" OF THE FRIENDSWOOD CITY CODE TO PROHIBIT UNREASONABLE ACCELERATION ON THE HIGHWAYS, STREETS AND ROADS WITHIN THE CORPORATE CITY LIMITS OF FRIENDSWOOD; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) FOR EACH VIOLATION OF ANY PROVISION HEREOF; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, PUBLICATION AND THE EFFECTIVE DATE.

EXHIBIT A-2

CITY OF FRIENDSWOOD ORDINANCE NO. 2022-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING CHAPTER 82 "TRAFFIC AND VEHICLES," ARTICLE I "IN GENERAL," SECTION 82-1 "UNREASONABLE ACCELERATION" OF THE FRIENDSWOOD CITY CODE TO PROHIBIT UNREASONABLE ACCELERATION ON THE HIGHWAYS, STREETS AND ROADS WITHIN THE CORPORATE CITY LIMITS OF FRIENDSWOOD; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) FOR EACH VIOLATION OF ANY PROVISION HEREOF; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, PUBLICATION AND THE EFFECTIVE DATE.

Exhibit A-3

2 columns x 5 inches = \$80

**NOTICE OF PUBLIC HEARINGS REGARDING A
REQUEST FOR A ZONE CLASSIFICATION CHANGE FROM
SINGLE FAMILY RESIDENTIAL (SFR) TO COMMUNITY SHOPPING CENTER
(CSC)**

NOTICE is hereby given that the Planning and Zoning Commission and the City Council of the City of Friendswood will each hold a public hearing to give all interested parties the right to appear and express their views on the following item:

A zone classification change request to change from Single Family Residential (SFR) to Community Shopping Center (CSC) for 5.7092 acres of land, out of a 10.9037-acre tract, being a part of the I & GN RR Company Survey No. 23, Abstract 624, Galveston County, Texas and Abstract 740, Brazoria County, Texas.

The **Planning and Zoning Commission** will hold its public hearing on Thursday, August 1, 2022, in the Council Chamber, located in City Hall, 910 South Friendswood Drive, Friendswood, Texas, 77546-4856, at its meeting commencing at 7:00 P.M.

The **City Council** will hold its public hearing on Monday, September 12, 2022, in the Council Chamber, located in City Hall, 910 South Friendswood Drive, Friendswood, Texas, 77546-4856, at its meeting commencing at 5:30 P.M.

Item documentation is available for review in the City's Secretary's Office, 910 South Friendswood Drive, Friendswood, Texas 77546-485 during regular business hours. For questions regarding the details of the documentation and its related public hearing, please contact Aubrey Harbin, Director of Community Development/City Planner at 281-996-3280.

The City of Friendswood is committed to compliance with the Americans with Disabilities Act. Reasonable accommodations and equal access to communications will be provided upon request. For assistance, please contact the City's ADA Coordinator Brian Rouane at 281-996-3285 via phone, 281-482-1634 via fax or contact 281-996-3285 via Relay Texas at 711 or 1-800-735-2988 for TYY services. For more information concerning Relay Texas, please visit <http://relaytexas.com>.

/s/ Leticia Brysch, City Secretary

EXHIBIT A-3

NOTICE OF PUBLIC HEARINGS REGARDING A REQUEST FOR A ZONE CLASSIFICATION CHANGE FROM SINGLE FAMILY RESIDENTIAL (SFR) TO COMMUNITY SHOPPING CENTER (CSC)

NOTICE is hereby given that the Planning and Zoning Commission and the City Council of the City of Friendswood will each hold a public hearing to give all interested parties the right to appear and express their views on the following item:

A zone classification change request to change from Single Family Residential (SFR) to Community Shopping Center (CSC) for 5.7092 acres of land, out of a 10.9037-acre tract, being a part of the I & GN RR Company Survey No. 23, Abstract 624, Galveston County, Texas and Abstract 740, Brazoria County, Texas.

The **Planning and Zoning Commission** will hold its public hearing on Thursday, August 1, 2022, in the Council Chamber, located in City Hall, 910 South Friendswood Drive, Friendswood, Texas, 77546-4856, at its meeting commencing at 7:00 P.M.

The **City Council** will hold its public hearing on Monday, September 12, 2022, in the Council Chamber, located in City Hall, 910 South Friendswood Drive, Friendswood, Texas, 77546-4856, at its meeting commencing at 5:30 P.M.

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/S/Leticia Brysch, City Secretary

Early Voting by Personal Appearance will begin on Monday, April 25, 2022, and end on Tuesday, May 3, 2022.

The City of Friendswood is in two counties that will have different early voting hours and locations. Below is listed the early voting by personal appearance information for the main early voting polling locations and locations near or within Friendswood for each county:

HARRIS COUNTY	GALVESTON COUNTY
Main EV Polling Location: County Attorney Conference Center 1019 Congress Avenue, Conference Room Houston, TX 77002	Main EV Polling Location: Galveston County Justice Center, First Floor Vending Area 600 59th Street Galveston, TX 77551
Branch EV Polling Locations closest to Friendswood: Webster Civic Center - Civic Center 311 Pennsylvania Avenue Webster, TX 77598	Branch EV Polling Locations: Friendswood Activity Building - Activity Room 416 Morningside Dr. Friendswood, TX 77546
Multi-Cultural Center - Pearl D Room 951 Tristar Drive Webster, TX 77598	
Freeman Branch Library - Meeting Room 16616 Diana Lane Houston, TX 77062	
The early voting office hours are as follows: Monday - Saturday, 4/25 - 4/30, 7 a.m. - 7 p.m. Sunday, 5/1, 12 p.m. - 7 p.m. Monday - Tuesday, 5/2 - 5/3, 7 a.m. - 7 p.m.	The early voting office hours are as follows: Monday - Friday, 4/25 - 4/29, from 8 a.m. - 5 p.m. Monday - Tuesday, 5/2 - 5/3, from 7 a.m. - 7 p.m.
For More Information or Additional EV Locations & Times: Call 713-755-6965 or visit http://www.harrisvotes.org	For More Information or Additional EV Locations: Call 409-770-5108 or visit: https://www.galvestonvotes.org/voter-information/polling-locations

ELECTION DAY POLLING PLACES - SATURDAY, MAY 7, 2022, FROM 7 a.m. to 7 p.m.
(Countywide Polling Locations are subject to change up to Election Day.)

GALVESTON COUNTY - COUNTYWIDE POLLING LOCATIONS (Voters may CHOOSE to vote at any designated voting center throughout the County.) For more or changed countywide polling locations in Galveston County visit: https://www.galvestonvotes.org/voter-information/polling-locations
Friendswood Activity Building - Activity Room, 416 Morningside Dr., Friendswood, TX 77546
Jacob White Building - 2000 W. Parkwood Avenue, Friendswood, TX 77546
HARRIS COUNTY - COUNTYWIDE POLLING LOCATIONS (Voters may CHOOSE to vote at any designated voting center throughout the County.) For more or changed countywide polling locations in Harris County visit: www.harrisvotes.com
Forest Bend Civic Center Building, 4300 Laura Leigh Lane, Friendswood, TX 77546
Wedgewood Elementary School - Great Hall, 4000 Friendswood Link Rd., Friendswood, TX 77546
Westbrook Intermediate School - Library, 302 West El Dorado Blvd., Friendswood, TX 77546

La votación anticipada en persona comenzará el lunes 25 de abril de 2022 y terminará el martes 3 de mayo de 2022. La Ciudad de Friendswood está en dos condados que tendrán diferentes horarios y lugares de votación anticipada. A continuación, aparece la información para la votación anticipada en persona para los principales lugares de votación y ubicaciones cercanas a Friendswood o dentro de Friendswood para cada condado:

CONDADO DE HARRIS	CONDADO DE GALVESTON
Principal lugar de votación anticipada: County Attorney Conference Center 1019 Congress Avenue, Sala de conferencias Houston, TX 77002	Principal lugar de votación anticipada: Galveston County Justice Center, Área de ventas del primer piso 600 59th Street Galveston, TX 77551
Sedes de votación anticipada: Webster Civic Center - Civic Center 311 Pennsylvania Avenue Webster, TX 77598	Sedes de votación anticipada: Friendswood Activity Building - Sala de actividades 416 Morningside Dr. Friendswood, TX 77546
Multi-Cultural Center - Pearl D Room 951 Tristar Drive Webster, TX 77598	
Freeman Branch Library - Meeting Room 16616 Diana Lane Houston, TX 77062	
Los horarios de atención de votación anticipada son los siguientes: Lunes a sábado, 4/25 - 4/30, 7 a.m. - 7 p.m. Domingo 5/1 de 12 p.m. - 7 p.m. Lunes y martes, 5/2 - 5/3, 7 a.m. - 7 p.m.	Los horarios de atención de votación anticipada son los siguientes: Lunes a viernes, 4/25 - 4/29, from 8 a.m. - 5 p.m. Lunes y martes, 5/2 - 5/3, from 7 a.m. - 7 p.m.
Para obtener más información o lugares y horarios adicionales de votación anticipada: Llame al 713-755-6965 o visite http://www.harrisvotes.org	Para obtener más información o lugares adicionales de votación anticipada: Llame al 409-770-5108 o visite: https://www.galvestonvotes.org/voter-information/polling-locations

LUGARES DE VOTACIÓN DEL DÍA DE ELECCIÓN, Sábado, 7 de Mayo, 2022, 7am - 7pm
(Los lugares de votación para todo el condado están sujetos a cambios hasta el Día de la Elección.)

CONDADO DE GALVESTON - LUGARES DE VOTACIÓN PARA TODO EL CONDADO (Los votantes pueden ESCOGER votar en cualquier centro de votación designado por todo el Condado.) Para obtener más información sobre los lugares de votación para todo el condado en el Condado de Galveston, visite: https://www.galvestonvotes.org/voter-information/polling-locations
Friendswood Activity Building - Sala de actividades, 416 Morningside Dr., Friendswood, TX 77546
Jacob White Building - 2000 W. Parkwood Avenue, Friendswood, TX 77546
CONDADO DE HARRIS - LUGARES DE VOTACIÓN PARA TODO EL CONDADO (Los votantes pueden ESCOGER votar en cualquier centro de votación designado por todo el Condado.) Para conocer lugares de votación adicionales o cambios por todo el condado en el Condado de Harris, visite: www.harrisvotes.com
Forest Bend Civic Center Building, 4300 Laura Leigh Lane, Friendswood, TX 77546
Wedgewood Elementary School - Great Hall, 4000 Friendswood Link Rd., Friendswood, TX 77546
Westbrook Intermediate School - Library, 302 West El Dorado Blvd., Friendswood, TX 77546

Thủ tục đích thân tới bỏ phiếu sớm sẽ bắt đầu vào thứ Hai, ngày 25 tháng Tư, 2022 và kết thúc vào thứ Ba, ngày 3 tháng Năm, 2022. Thành Phố Friendswood sẽ nằm trong hai quận sẽ có các giờ và địa điểm bỏ phiếu sớm khác nhau. Dưới đây là danh sách về thủ tục đích thân đến bỏ phiếu sớm cho các địa điểm bỏ phiếu sớm chính và các địa điểm gần hoặc trong thành phố Friendswood cho mỗi quận:

QUẬN HARRIS	QUẬN GALVESTON
Địa Điểm Bỏ Phiếu Sớm Chính: County Attorney Conference Center 1019 Congress Avenue, Conference Room Houston, TX 77002	Địa Điểm Bỏ Phiếu Sớm Chính: Galveston County Justice Center, First Floor Vending Area 600 59th Street Galveston, TX 77551
Các Địa Điểm Bỏ Phiếu Sớm Chỉ Nhánh: Webster Civic Center - Civic Center 311 Pennsylvania Avenue Webster, TX 77598	Các Địa Điểm Bỏ Phiếu Sớm Chỉ Nhánh: Friendswood Activity Building - Activity Room 416 Morningside Dr. Friendswood, TX 77546
Multi-Cultural Center - Pearl D Room 951 Tristar Drive Webster, TX 77598	
Freeman Branch Library - Meeting Room 16616 Diana Lane Houston, TX 77062	
Giờ mở cửa bỏ phiếu sớm như sau: Thứ Hai - thứ Bảy, 4/25 - 4/30, từ 7 giờ sáng - 7 giờ tối Chủ nhật, 5/1, 12 p.m. - 7 p.m. Thứ Hai - thứ Ba, 5/2 - 5/3, 7 a.m. - 7 p.m.	Giờ mở cửa bỏ phiếu sớm như sau: Thứ Hai - thứ Sáu, 4/25 - 4/29, from 8 a.m. - 5 p.m. Thứ Hai - thứ Ba, 5/2 - 5/3, từ 7 a.m. - 7 p.m.
Để Biết Thêm Thông Tin hoặc Địa Điểm và Ngày Giờ Bỏ Phiếu Sớm Bỏ Sung: Gọi số 713-755-6965 hoặc ghé thăm http://www.harrisvotes.org	Để Biết Thêm Thông Tin hoặc Địa Điểm Bỏ Phiếu Sớm Bỏ Sung: Gọi số 409-770-5108 hoặc truy cập: https://www.galvestonvotes.org/voter-information/polling-locations

CÁC ĐỊA ĐIỂM PHÒNG PHIẾU VÀO NGÀY BẦU CỬ, ngày 7 tháng Năm, 2022, từ 7 giờ sáng đến 7 giờ
(Các địa điểm bỏ phiếu trên toàn quận này có thể thay đổi cho đến Ngày Bầu Cử)

CÁC ĐỊA ĐIỂM PHÒNG PHIẾU TRÊN TOÀN QUẬN GALVESTON (Cử tri có thể CHON LỰA bỏ phiếu tại trung tâm bỏ phiếu bất kỳ được qui định ở khắp Quận.) Để biết các địa điểm phòng phiếu toàn quận khác ở Quận Galveston, truy cập trang mạng: https://www.galvestonvotes.org/voter-information/polling-locations
Friendswood Activity Building - Activity Room, 416 Morningside Dr., Friendswood, TX 77546
Jacob White Building - 2000 W. Parkwood Avenue, Friendswood, TX 77546
CÁC ĐỊA ĐIỂM PHÒNG PHIẾU TOÀN QUẬN HẠT - QUẬN HARRIS (Cử tri có thể CHON LỰA bỏ phiếu tại trung tâm bỏ phiếu bất kỳ được qui định ở khắp Quận.) Để biết thêm thông tin về các địa điểm phòng phiếu toàn quận hạt đã thay đổi tại Quận Harris, truy cập: www.harrisvotes.com
Forest Bend Civic Center Building, 4300 Laura Leigh Lane, Friendswood, TX 77546
Wedgewood Elementary School - Great Hall, 4000 Friendswood Link Rd., Friendswood, TX 77546
Westbrook Intermediate School - Library, 302 West El Dorado Blvd., Friendswood, TX 77546

親自出席提前投票將從2022年4月25日(週一)起持續至2022年5月3日(週二)。Friendswood市位於兩個不同的縣，其具有不同提前投票時間和地點。以下為各縣的親自出席提前投票資訊，包括主要提前投票地點及 Friendswood 市內或周邊的地點：

HARRIS縣	GALVESTON縣
提前投票之主要投票地點: County Attorney Conference Center 1019 Congress Avenue, Conference Room Houston, TX 77002	提前投票之主要投票地點: Galveston County Justice Center, 一樓自助售貨區 600 59th Street Galveston, TX 77551
提前投票之分部投票地點: Webster Civic Center - Civic Center 311 Pennsylvania Avenue Webster, TX 77598	提前投票之分部投票地點: Friendswood Activity Building - 活動室 416 Morningside Dr. Friendswood, TX 77546
Multi-Cultural Center - Pearl D Room 951 Tristar Drive Webster, TX 77598	
Freeman Branch Library - Meeting Room 16616 Diana Lane Houston, TX 77062	
提前投票辦公室的辦公時間如下: 4/25 (週一) 至 4/30 (週六), 上午7:00至晚上7:00 5/1 (週日), 中午12:00至晚上7:00 5/2 (週一) 至 5/3 (週二), 上午7:00至晚上7:00	提前投票辦公室的辦公時間如下: 4/25 (週一) 至 4/29 (週五), 上午8:00至下午5:00 5/2 (週一) 至 5/3 (週二), 上午7:00至晚上7:00
如需了解更多詳情或其他提前投票地點與時間, 請致電 713-755-6965 或瀏覽 http://www.harrisvotes.org	如需了解更多詳情或其他提前投票地點, 請致電 409-770-5108 或瀏覽 https://www.galvestonvotes.org/voter-information/polling-locations

選舉日投票所, Friendswood 市將於2022年5月7日上午7:00至晚上7:00開與
(全縣各投票地點在選舉日前可能會有變更。)

GALVESTON縣 - 全縣投票地點 (選民可以選擇在全縣任何指定的投票中心投票。) 如需了解Galveston縣內更多全縣投票地點, 請瀏覽: https://www.galvestonvotes.org/voter-information/polling-locations
Friendswood Activity Building - Activity Room, 416 Morningside Dr., Friendswood, TX 77546
Jacob White Building - 2000 W. Parkwood Avenue, Friendswood, TX 77546
HARRIS縣 - 全縣投票地點 (選民可以選擇在全縣任何指定的投票中心投票。) 欲知Harris縣全縣範圍內更多或更改的地點, 請瀏覽: www.harrisvotes.com
Forest Bend Civic Center Building, 4300 Laura Leigh Lane, Friendswood, TX 77546
Wedgewood Elementary School - Great Hall, 4000 Friendswood Link Rd., Friendswood, TX 77546
Westbrook Intermediate School - Library, 302 West El Dorado Blvd., Friendswood, TX 77546

EXHIBIT A-4

Early Voting by Personal Appearance will begin on Monday, April 25, 2022, and end on Tuesday, May 3, 2022.

The City of Friendswood is in two counties that will have different early voting hours and locations. Below is listed the early voting by personal appearance information for the main early voting polling locations and locations near or within Friendswood for each county:

HARRIS COUNTY	GALVESTON COUNTY
Main EV Polling Location: County Attorney Conference Center 1019 Congress Avenue, Conference Room Houston, TX 77002	Main EV Polling Location: Galveston County Justice Center, First Floor Vending Area 600 59th Street Galveston, TX 77551
Branch EV Polling Locations closest to Friendswood: Webster Civic Center - Civic Center 311 Pennsylvania Avenue Webster, TX 77598 Multi-Cultural Center - Pearl D Room 951 Tristar Drive Webster, TX 77598 Freeman Branch Library - Meeting Room 16616 Diana Lane Houston, TX 77062	Branch EV Polling Locations: Friendswood Activity Building – Activity Room 416 Morningside Dr. Friendswood, TX 77546
The early voting office hours are as follows: <i>Monday - Saturday, 4/25 - 4/30, 7 a.m. - 7 p.m.</i> <i>Sunday, 5/1, 12 p.m. - 7 p.m.</i> <i>Monday - Tuesday, 5/2 - 5/3, 7 a.m. - 7 p.m.</i>	The early voting office hours are as follows: <i>Monday - Friday, 4/25 - 4/29, from 8 a.m. - 5 p.m.</i> <i>Monday - Tuesday, 5/2 - 5/3, from 7 a.m. - 7 p.m.</i>
For More Information or Additional EV Locations & Times: Call 713-755-6965 or visit http://www.harrisvotes.org	For More Information or Additional EV Locations: Call 409-770-5108 or visit: https://www.galvestonvotes.org/voter-information/polling-locations

ELECTION DAY POLLING PLACES – SATURDAY, MAY 7, 2022, FROM 7 a.m. to 7 p.m. (Countywide Polling Locations are subject to change up to Election Day.)

GALVESTON COUNTY – COUNTYWIDE POLLING LOCATIONS (Voters may <u>CHOOSE</u> to vote at any designated voting center throughout the County.) For more or changed countywide polling locations in Galveston County visit: https://www.galvestonvotes.org/voter-information/polling-locations
Friendswood Activity Building – Activity Room, 416 Morningside Dr., Friendswood, TX 77546
Jacob White Building – 2000 W. Parkwood Avenue, Friendswood, TX 77546
HARRIS COUNTY - COUNTYWIDE POLLING LOCATIONS (Voters may <u>CHOOSE</u> to vote at any designated voting center throughout the County.) For more or changed countywide polling locations in Harris County visit: www.harrisvotes.com
Forest Bend Civic Center Building, 4300 Laura Leigh Lane, Friendswood, TX 77546
Wedgewood Elementary School – Great Hall, 4000 Friendswood Link Rd., Friendswood, TX 77546

Westbrook Intermediate School – Library, 302 West El Dorado Blvd., Friendswood, TX 77546

La votación anticipada en persona comenzará el lunes 25 de abril de 2022 y terminará el martes 3 de mayo de 2022. La Ciudad de Friendswood está en dos condados que tendrán diferentes horarios y lugares de votación anticipada. A continuación, aparece la información para la votación anticipada en persona para los principales lugares de votación y ubicaciones cercanas a Friendswood o dentro de Friendswood para cada condado:

CONDADO DE HARRIS	CONDADO DE GALVESTON
Principal lugar de votación anticipada: County Attorney Conference Center 1019 Congress Avenue, Sala de conferencias Houston, TX 77002	Principal lugar de votación anticipada: Galveston County Justice Center, Área de ventas del primer piso 600 59th Street Galveston, TX 77551
Sedes de votación anticipada: Webster Civic Center - Civic Center 311 Pennsylvania Avenue Webster, TX 77598 Multi-Cultural Center - Pearl D Room 951 Tristar Drive Webster, TX 77598 Freeman Branch Library - Meeting Room 16616 Diana Lane Houston, TX 77062	Sedes de votación anticipada: Friendswood Activity Building – Sala de actividades 416 Morningside Dr. Friendswood, TX 77546
Los horarios de atención de votación anticipada son los siguientes: <i>Lunes a sábado, 4/25 - 4/30, 7 a.m. - 7 p.m.</i> <i>Domingo 5/1 de 12 p.m. - 7 p.m.</i> <i>Lunes y martes, 5/2 - 5/3, 7 a.m. - 7 p.m.</i>	Los horarios de atención de votación anticipada son los siguientes: <i>Lunes a viernes, 4/25 - 4/29, from 8 a.m. - 5 p.m.</i> <i>Lunes y martes, 5/2 - 5/3, from 7 a.m. - 7 p.m.</i>
Para obtener más información o lugares y horarios adicionales de votación anticipada: Llame al 713-755-6965 o visite http://www.harrisvotes.org	Para obtener más información o lugares adicionales de votación anticipada: Llame al 409-770-5108 o visite: https://www.galvestonvotes.org/voter-information/polling-locations

LUGARES DE VOTACIÓN DEL DÍA DE ELECCIÓN, Sábado, 7 de Mayo, 2022, 7am -7pm
(Los lugares de votación para todo el condado están sujetos a cambios hasta el Día de la Elección.)

CONDADO DE GALVESTON – LUGARES DE VOTACIÓN PARA TODO EL CONDADO (Los votantes pueden <u>ESCOGER</u> votar en cualquier centro de votación designado por todo el Condado.) Para obtener más información sobre los lugares de votación para todo el condado en el Condado de Galveston, visite: https://www.galvestonvotes.org/voter-information/polling-locations
Friendswood Activity Building – Sala de actividades, 416 Morningside Dr., Friendswood, TX 77546
Jacob White Building – 2000 W. Parkwood Avenue, Friendswood, TX 77546

CONDADO DE HARRIS– LUGARES DE VOTACIÓN PARA TODO EL CONDADO (Los votantes pueden <u>ESCOGER</u> votar en cualquier centro de votación designado por todo el Condado.) Para conocer lugares de votación adicionales o cambiados por todo el condado en el Condado de Harris, visite: www.harrisvotes.com
Forest Bend Civic Center Building, 4300 Laura Leigh Lane, Friendswood, TX 77546
Wedgewood Elementary School – Great Hall, 4000 Friendswood Link Rd., Friendswood, TX 77546

Westbrook Intermediate School – Library, 302 West El Dorado Blvd., Friendswood, TX 77546

Thủ tục đích thân tới bỏ phiếu sớm sẽ bắt đầu vào thứ Hai, ngày 25 tháng Tư, 2022 và kết thúc vào thứ Ba, ngày 3 tháng Năm, 2022. Thành Phố Friendswood sẽ nằm trong hai quận sẽ có các giờ và địa điểm bỏ phiếu sớm khác nhau. Dưới đây là danh sách về thủ tục đích thân đến bỏ phiếu sớm cho các địa điểm bỏ phiếu sớm chính và các địa điểm gần hoặc trong thành phố Friendswood cho mỗi quận:

QUẬN HARRIS	QUẬN GALVESTON
Địa Điểm Bỏ Phiếu Sớm Chính: County Attorney Conference Center 1019 Congress Avenue, Conference Room Houston, TX 77002	Địa Điểm Bỏ Phiếu Sớm Chính: Galveston County Justice Center, First Floor Vending Area 600 59th Street Galveston, TX 77551
Các Địa Điểm Bỏ Phiếu Sớm Chi Nhánh: Webster Civic Center - Civic Center 311 Pennsylvania Avenue Webster, TX 77598 Multi-Cultural Center - Pearl D Room 951 Tristar Drive Webster, TX 77598 Freeman Branch Library - Meeting Room 16616 Diana Lane Houston, TX 77062	Các Địa Điểm Bỏ Phiếu Sớm Chi Nhánh: Friendswood Activity Building – Activity Room 416 Morningside Dr. Friendswood, TX 77546
Giờ mở cửa bỏ phiếu sớm như sau: <i>Thứ Hai - thứ Bảy, 4/25 - 4/30, từ 7 giờ sáng - 7 giờ tối</i> <i>Chủ nhật, 5/1, 12 p.m. - 7 p.m.</i> <i>Thứ Hai - thứ Ba, 5/2 - 5/3, 7 a.m. - 7 p.m.</i>	Giờ mở cửa bỏ phiếu sớm như sau: <i>Thứ Hai – thứ Sáu, 4/25 - 4/29, from 8 a.m. - 5 p.m.</i> <i>Thứ Hai - thứ Ba, 5/2 - 5/3, từ 7 a.m. - 7 p.m.</i>
Để Biết Thêm Thông Tin hoặc Địa Điểm và Ngày Giờ Bỏ Phiếu Sớm Bỏ Sung: Gọi số 713-755-6965 hoặc ghé thăm http://www.harrisvotes.org	Để Biết Thêm Thông Tin hoặc Địa Điểm Bỏ Phiếu Sớm Bỏ Sung: Gọi số 409-770-5108 hoặc truy cập: https://www.galvestonvotes.org/voter-information/polling-locations

CÁC ĐỊA ĐIỂM PHÒNG PHIẾU VÀO NGÀY BẦU CỬ, ngày 7 tháng Năm, 2022, từ 7 giờ sáng đến 7 giờ
(Các địa điểm bỏ phiếu trên toàn quận này có thể thay đổi cho đến Ngày Bầu Cử)

CÁC ĐỊA ĐIỂM PHÒNG PHIẾU TRÊN TOÀN QUẬN GALVESTON (Cử tri có thể CHON LỰA bỏ phiếu tại trung tâm bỏ phiếu bất kỳ được qui định ở khắp Quận.) Để biết các địa điểm phòng phiếu toàn quận khác ở Quận Galveston, truy cập trang mạng: https://www.galvestonvotes.org/voter-information/polling-locations
Friendswood Activity Building – Activity Room, 416 Morningside Dr., Friendswood, TX 77546
Jacob White Building – 2000 W. Parkwood Avenue, Friendswood, TX 77546
CÁC ĐỊA ĐIỂM PHÒNG PHIẾU TOÀN QUẬN HẠT - QUẬN HARRIS (Cử tri có thể CHON LỰA bỏ phiếu tại trung tâm bỏ phiếu bất kỳ được qui định ở khắp Quận.) Để biết thêm thông tin về các địa điểm phòng phiếu toàn quận hạt đã thay đổi tại Quận Harris, truy cập: www.harrisvotes.com
Forest Bend Civic Center Building, 4300 Laura Leigh Lane, Friendswood, TX 77546

Wedgewood Elementary School – Great Hall, 4000 Friendswood Link Rd., Friendswood, TX 77546

Westbrook Intermediate School – Library, 302 West El Dorado Blvd., Friendswood, TX 77546

親自出席提前投票將從**2022年4月25日（週一）**起持續至**2022年5月3日（週二）**。Friendswood市位於兩個不同的縣，其具有不同提前投票時間和地點。以下為各縣的親自出席提前投票資訊，包括主要提前投票地點及Friendswood市內或周邊的地點：

HARRIS縣	GALVESTON縣
提前投票之主要投票地點： County Attorney Conference Center 1019 Congress Avenue, Conference Room Houston, TX 77002	提前投票之主要投票地點： Galveston County Justice Center, 一樓自動售貨區 600 59th Street Galveston, TX 77551
提前投票之分部投票地點： Webster Civic Center - Civic Center 311 Pennsylvania Avenue Webster, TX 77598 Multi-Cultural Center - Pearl D Room 951 Tristar Drive Webster, TX 77598 Freeman Branch Library - Meeting Room 16616 Diana Lane Houston, TX 77062	提前投票之分部投票地點： Friendswood Activity Building – 活動室 416 Morningside Dr. Friendswood, TX 77546
提前投票辦公室的辦公時間如下： 4/25（週一）至4/30（週六），上午7:00至晚上7:00 5/1（週日），中午12:00至晚上7:00 5/2（週一）至5/3（週二），上午7:00至晚上7:00	提前投票辦公室的辦公時間如下： 4/25（週一）至4/29（週五），上午8:00至下午5:00 5/2（週一）至5/3（週二），上午7:00至晚上7:00
如需了解更多詳情或其他提前投票地點與時間，請致電713-755-6965或瀏覽 http://www.harrisvotes.org	如需了解更多詳情或其他提前投票地點，請致電409-770-5108或瀏覽 https://www.galvestonvotes.org/voter-information/polling-locations

選舉日投票所，Friendswood市將於2022年5月7日上午7:00至晚上7:00間與
（全縣各投票地點在選舉日前可能會有變更。）

GALVESTON縣 – 全縣投票地點 （選民可以選擇在全縣任何指定的投票中心投票。） 如需了解Galveston縣內更多全縣投票地點，請瀏覽： https://www.galvestonvotes.org/voter-information/polling-locations
Friendswood Activity Building – Activity Room, 416 Morningside Dr., Friendswood, TX 77546
Jacob White Building – 2000 W. Parkwood Avenue, Friendswood, TX 77546
HARRIS縣 – 全縣投票地點 （選民可以選擇在全縣任何指定的投票中心投票。） 欲知Harris縣全縣範圍內更多或更改後的地點，請瀏覽： www.harrisvotes.com
Forest Bend Civic Center Building, 4300 Laura Leigh Lane, Friendswood, TX 77546

Wedgewood Elementary School – Great Hall, 4000 Friendswood Link Rd., Friendswood, TX 77546
Westbrook Intermediate School – Library, 302 West El Dorado Blvd., Friendswood, TX 77546

EXHIBIT "B"
INVITATION TO BID NO. 2022-14
CITY OF FRIENDSWOOD, OFFICIAL CITY NEWSPAPER
SPECIFICATION AND REQUIREMENTS

1.0 DEFINITIONS: The following definitions apply to this document and the transaction between the City and the Successful Bidder unless otherwise designated in the context. Terms, which are singular, may include multiple, where applicable and when in the best interests of the City.

- (1) "Bid" refers to a response submitted to an ITB.
- (2) "Bidder" means a company that submits a Bid in response to this ITB.
- (3) "City" means and refers to the City of Friendswood, Texas.
- (4) "Day" means a calendar day unless otherwise specifically defined.
- (5) "ITB" means and refers to an Invitation to Bid.
- (6) "Successful Bidder" means the company that is awarded a contract pursuant to this ITB based upon its Bid to serve as the official newspaper of the City.

2.0 SCOPE OF SERVICES: The Successful Bidder shall serve as the official newspaper of the City and shall publish in both print and electronic forms all captions of ordinances, notices, and other matters required to be published by the City. Historical data shows that approximately 100 publications are expected per year, but no amount is guaranteed by the City. This service shall be performed in accordance with the following specifications.

2.1 Work Required:

2.1.1 Successful Bidder shall:

- a. deliver newspapers, either hand-delivered or via mail, to subscribers within the City limits in both Galveston and Harris County;
- b. publish newspapers in printed and electronic forms at least once a week;
- c. receive request for publications via electronic mail (email);
- d. turnaround publication requests within 48-hours; and
- e. provide electronic affidavits of publication and tear sheets via email and/or complete paper affidavits as needed.

2.2 Successful Bidder Responsibility:

- 2.2.1** Successful Bidder shall remain in compliance with §2051.044 of the Texas Government Code and all other applicable federal, state and local laws.
- 2.2.2** Successful Bidder shall respond promptly but no later than 24-hours to the City for items for publication, issues, and concerns.
- 2.2.3** Successful Bidder shall provide the City proof and costs of publication prior to publication.
- 2.2.4** Successful Bidder shall be able to publish items that are in MS Word, Excel, JPG, and/or PDF format.
- 2.2.5** Successful Bidder shall be able to publish notice using special fonts/characters for Vietnamese and Chinese (Traditional) publications.
- 2.2.6** Successful Bidder shall provide the City at the end of each month an invoice for the publications completed during the previous month. Said invoice

shall be submitted to the Attention of the City Secretary either via email to citysecretary@friendswood.com or via ground mail to 910 S. Friendswood Drive, Friendswood, Texas 77546.

- 2.2.7 Successful Bidder shall provide the City at the end of each month the electronic affidavits and tear sheets for the publications completed during the previous month. Said affidavits and tear sheets shall be submitted to citysecretary@friendswood.com. The City reserves the right to request and receive tear sheets and affidavits more often, as needed.
- 2.2.8 Successful Bidder shall provide without charge a subscription for one print newspaper as well as an account for an online newspaper to the City Secretary's Office for the duration of the contract.

2.3 City Responsibility:

- 2.3.1 The City shall respond to the Successful Bidder promptly or within 24-hours for items related to publications, proofs/costs, and affidavit/tear sheets.
- 2.3.2 The City shall pay the monthly invoices in compliance with the provisions of Chapter 2251 of the Texas Government Code.
- 2.3.3 The City shall provide publications in WS word format when available and/or in Excel, JPG or PDF if necessitated no later than 48-hours prior to the date of the desired publication.

- 2.4 **Pricing:** The pricing sheet submitted as Exhibit "A" shall be incorporated into the terms of the bid and contract.

3.0 REQUIRED INSURANCE AND INDEMNIFICATION

- 3.1 The Successful Bidder shall procure and maintain at its sole cost and expense for the duration of the services under this ITB, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services provided hereunder by the Successful Bidder, its agents, representatives, volunteers, employees or subcontractors.
- 3.2 The following is a list of standard insurance policies along with their respective minimum coverage amounts required in a contract under this ITB:
 - 3.2.1 Commercial General Liability Policy:
 - General aggregate of \$2,000,000
 - Owners' and Contractors' Protective Liability of \$1,000,000
 - Products and Completed Operations of \$1,000,000
 - Personal and Advertising Injury of \$1,000,000
 - Minimum of \$1,000,000 per occurrence
 - Coverage shall be broad form CGL.
 - 3.2.2 Business Automobile Policy
 - Combined Single Limits: \$1,000,000
 - Coverage for "Any Auto"
 - 3.2.3 Workers' Compensation

Statutory Limits
Employer's Liability \$500,000

- 3.3 The following shall be applicable to all policies of insurance required herein.
- 3.3.1 Insurance carrier must have an A.M. Best Rating of A: VII or better.
 - 3.3.2 Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
 - 3.3.3 Liability policies must be on occurrence form, except for workers' compensation.
 - 3.3.4 Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
 - 3.3.5 A waiver of subrogation in favor of the City is required on all policies.
 - 3.3.6 Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
 - 3.3.7 Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverage shall be furnished to the City.
 - 3.3.8 All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City and shall be carried in the name of the Successful Bidder.

- 3.4 **Indemnity:** The Successful Bidder shall agree to the following provisions.

THE SUCCESSFUL BIDDER AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY IN THIS PARAGRAPH THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR DAMAGE TO ANY PROPERTY, LOSS OF REVENUE, PERSONAL INJURY OR DEATH, OR ANY OTHER INJURIES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PERFORMED BY THE SUCCESSFUL BIDDER, THEIR OFFICERS, AGENTS AND EMPLOYEES PURSUANT TO THIS CONTRACT, THE CONDUCT OR MANAGEMENT OF THE SUCCESSFUL BIDDER'S ACTIVITIES, OR FROM ANY ACT OR OMISSION BY THE SUCCESSFUL BIDDER, ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS,

WHERE SUCH DAMAGES, LOSSES OR INJURIES ARE CAUSED BY (I) THE JOINT NEGLIGENCE OF THE CITY AND ANY OTHER PERSON OR ENTITY OR (II) THE JOINT OR SOLE NEGLIGENCE OF THE SUCCESSFUL BIDDER. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE SUCCESSFUL BIDDER AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE SUCCESSFUL BIDDER TO INDEMNIFY AND PROTECT THE CITY FROM (I) THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE RESULTING INJURY, DEATH OR DAMAGE AND/OR (II) THE CONSEQUENCES OF THE SUCCESSFUL BIDDER'S SOLE OR JOINT NEGLIGENCE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO THE CITY FOR ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE THE INJURY, LOSS OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY.

In the event that any action or proceeding is brought against the City by reason of any matter from which the City is indemnified herein, the Successful Bidder further agrees and covenants to defend the action or proceeding by legal counsel acceptable to the City. This section 3.4 shall survive the expiration or termination of the contract.

3.5 Release

By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Agreement or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity, except as otherwise provided in Subchapter I of Chapter 271 of the Texas Local Government Code to the extent applicable. Successful Bidder assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the Parties hereto, their employees, or other third parties) and any loss of or damage to

property (whether the property be that of either of the Parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Successful Bidder's services to be performed hereunder. This release shall apply with respect to Successful Bidder's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

4.0 CONTRACT: The specifications included herein along with exhibits, upon award, shall become the legal and binding contract upon the award of the same by the City Council or City Manager, as appropriate. The bid documents and exhibits contain the entire agreement between the parties relating to the rights granted in the contract and the obligations assumed as a part of the contract. Any representations or modifications concerning this contract shall have no force or effect unless modified in writing and signed by each party to the contract.

5.0 TERM OF THE CONTRACT: The contract awarded based upon a response to this ITB will be for a two (2) year period. The City shall have the option to renew the contract for two (2) additional two (2) year periods upon approval by the City Council. Either party may give the other notice of non-renewal not less than (30) days prior to the expiration of the primary term or any renewal term thereof. The City may terminate the contract with or without cause by giving the Successful Bidder at least seven (7) days' written notice. If the contract is terminated for cause due to the Successful Bidder's failure to perform the work as outlined in the contract and/or for non-adherence to established federal, state and/or local laws, the Successful Bidder shall be responsible to the City for all damages as allowed by law, including all expenses incurred by the City to obtain another official newspaper of the City.

6.0 GENERAL CONDITIONS

- 6.1** The Successful Bidder understands and agrees that time is of the essence in this contract.
- 6.2** The Successful Bidder shall assign or transfer its interest in this contract without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer of any public body which may be a party hereto.
- 6.3** This contract has been made under and shall be governed by the laws of the State of Texas.
- 6.4** Any action brought based on any claim arising under or as a result of this contract shall be brought in a court of competent jurisdiction in Galveston County, Texas.
- 6.5** Any waiver on the part of the City of any term or condition of this contract shall not be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term of the contract.
- 6.6** Should any provision of this contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this contract, which shall continue in full force and effect.
- 6.7** Any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered

or certified, and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail as described above shall be conclusively deemed to be effective from and after the expiration of three (3) days after it is so deposited. The addresses of the parties for the purpose of any notice required herein shall be the addresses specified in the ITB. Each party shall have the right from time to time at any time to change its respective address and each shall have the right to specify a new address, provided that at least fifteen (15) days' written notice is given of such new address to the other party.

7.0 SPECIAL CONDITIONS

- 7.1** This ITB does not commit the City to award a contract for the scope of work described herein. The City intends to select only one Successful Bidder to serve as the official newspaper of the City.
- 7.2** All information submitted in response to this ITB shall become the property of the City, and as such may be used by the City in any manner.
- 7.3** The City has sole discretion and reserves the right to reject any and all bids received with respect to this ITB and to cancel the ITB at any time prior to selecting a Successful Bidder. The City Reserves the right to reasonably request additional information or clarification of information provided in any Bid without changing the terms of the ITB.
- 7.4** The City reserves the right to waive any technicalities or formalities in any bid.
- 7.5** Bidders acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by any Bidder or any member thereof as a result of, or arising out of, submitting a bid, or due to the City's acceptance or non-acceptance of the bid.
- 7.6** If the Successful Bidder considers any portion of the Bid to be confidential and/or proprietary and that disclosure of its contents to competitors would cause substantial competitive harm, said Successful Bidder must clearly identify those portions of the Bid by putting the term **CONFIDENTIAL OR PROPRIETARY** in bold letters on the applicable page(s). If such information is requested pursuant to the Texas Public Information Act, Successful Bidder will be given notice of the public information request and may make arguments before the Texas Attorney General as to why the information should not be disclosed. The City will have no obligation to make any arguments to and will abide by the decision of the Texas Attorney General.
- 7.7** Neither the City nor any of its officers, agents, consultants, or employees shall be responsible for the accuracy of any information provided as part of this ITB. The use of any of this information in the preparation of a response to this ITB is at the sole risk of the Bidder.
- 7.8** Bidders shall not collude in any manner or engage in any practices with any other Bidder(s) which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the City to reject the Bidder's submittal.

- 7.9 All bids submitted must be the original work product of the Bidder. The copying, paraphrasing, or other use of the work product of another is not permitted. Failure to adhere to this instruction will cause the City to reject the bid.
- 7.10 Successful Bidder will be required to submit a Form 1295 and will be given instructions on how to do so online.

8.0 MINIMUM QUALIFICATIONS

- 8.1 All bids shall include the provision of all labor, equipment and materials, and the ability to perform all work described above.
- 8.2 The City has established the following minimum qualifications for Successful Bidder for newspaper services. Bidders who do not meet all of these minimum qualifications will not be considered. The City, in its sole discretion, will determine if a Bidder meets these minimum qualifications and will base its decision on the information contained in the Bidder's as well as, prior knowledge, or through investigations that may be conducted by the City staff.
- a. Devote not less than 25% of its total column lineage to general interest items;
 - b. Be published in print form at least once each week;
 - c. Be entered as second-class postal matter in the county where it is published;
 - d. Have been published regularly and continuously for at least 12 months before the governmental entity or representative publishes in both print and electronic formats;
 - e. Have the ability to deliver newspapers, either hand-delivered or via mail, to subscribers in the Harris County side of the City of Friendswood; and
 - f. Charge the City a rate that represents the lowest published rate for classified advertising as required by Sec. 2051.045, Texas Government Code.

9.0 ATTACHMENTS

- 9.1 **Attach** proof of insurance as required in the ITB or indicate that such insurance will be provided if Bidder is chosen as a Successful Bidder.
- 9.2 **Attach** a completed Exhibit "C" – City of Friendswood Verification Form
- 9.3 **Attach** a completed Exhibit "D" - a completed 1295 Form with the Ethics Commission
- 9.4 **Attach** a completed Exhibit "E" - Conflict of Interest Form

**MEMORANDUM OF RENEWAL
OF THE
CONTRACT FOR THE OFFICIAL CITY NEWSPAPER**

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

WHEREAS, on the 9th day of January, 2023, the City of Friendswood (the "City") accepted the bid of Wood Land Publishing, Inc., d/b/a Reporter News (the "Newspaper") for the Contract for the Official City Newspaper (the "Contract"); and

WHEREAS, the Contract was for a term of two (2) years but includes options to renew the Contract for two (2) additional two- (2) year terms upon the approval of the City Council; and

WHEREAS, the City Council desires to renew the Contract for the first two-year period under the same terms and conditions pursuant to this Memorandum of Renewal (the "Memorandum");

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby mutually agree as follows:

1. Definitions. Unless a different meaning clearly appears from the context, words and phrases as used in this Memorandum shall have the same meanings as in the Contract.
2. Renewal. Pursuant to the Contract, the City and the Newspaper hereby renew the Contract for the period of January 9, 2025, through January 9, 2027, under the same terms and conditions as expressed therein.
3. Insurance. The Newspaper understands and agrees that it shall, to the satisfaction of the City, provide new certificates of insurance meeting the requirements of the Contract and covering the period of time that this Memorandum is in effect.
4. No Waiver. By this Memorandum, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Memorandum, the Contract or any other contract or agreement or addenda, any charter, or applicable state law. Nothing contained in this Memorandum, or in the Contract shall be construed in any way to limit or to waive the City's governmental immunity.
5. Entire Agreement. The provisions of this Memorandum and the provisions of the Contract should be read together and construed as one agreement provided that, in the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Contract, the provisions of this Memorandum shall control.
6. Authority. The officers executing this Memorandum on behalf of the parties hereby represent that such officers have full authority to execute this Memorandum and to bind the party he/she represents.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same agreement, this the 6th day of January, 2025.

CITY:
CITY OF FRIENDSWOOD

MORAD KABIRI, City Manager

ATTEST:

LETICIA BRYSCH, City Secretary

NEWSPAPER:
WOOD LAND PUBLISHING, INC., D/B/A
REPORTER NEWS


JAMES M. FOREMAN, Publisher

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

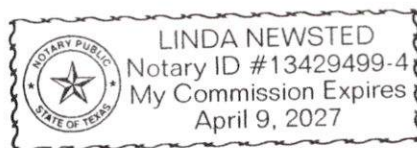
Before me, James M. Foreman, the undersigned notary public, on this day personally appeared James M. Foreman, in his/her capacity as Publisher of Wood Land Publishing, Inc., d/b/a Reporter News, on behalf of such corporation,

X known to me;
____ proved to me on the oath of _____; or
____ proved to me through his current _____
{description of identification card or other document issued by the federal government or any state government that contains the photograph and signature of the acknowledging person}

(check one)

to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this 2nd day of January, 2025.




Notary Public in and for the State of
Texas

My commission expires: April 9, 2027

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FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: January 6, 2025

Date submitted: 10/03/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Consider an ordinance ordering the City of Friendswood General Election to be held on May 3, 2025, for the purpose of electing Councilmembers for Position Nos. 4 and 6.

Originating Department: City Secretary

Degree of importance: Critical.

SUMMARY / ORIGINATING CAUSE

This proposed ordinance calls the City of Friendswood (the "City") General Election for the purpose of electing councilmembers for position numbers 4 and 6, on the May uniform election date of Saturday, May 3, 2025.

The City will contract with Galveston County and Harris County for elections services related to the May 3rd election; thus, many of the details of the election have not been finalized. However, below is a list of the important dates for the upcoming election:

01/15/2025	First day to file for place on ballot. A candidate for City Council must meet the requirements noted in the Texas Election Code, Section 141.001 "Eligibility Requirement for Public Office" as well as Section 6.02 "Filing for Office" of the Charter of the City of Friendswood, Texas.
02/14/2025	Last day to file an Application for Place on Ballot at 5:00 P.M. in City Secretary's Office, City Hall.
02/18/2025	Last day for a Write-in Candidate to File for a Place on the Ballot. Filing must be received by the City Secretary's Office no later than 5:00 P.M.
02/21/2025	Last day for Candidacy Withdrawal must be filed with the City Secretary's Office no later than 5:00 P.M. Candidate Drawing at 5:15 P.M. in Council Chamber, City Hall.
04/03/2025	Due date for filing first Report of Campaign Contributions and Expenditures by Opposed Candidate (30 days prior to Election). Deadline to register to vote for May 3, 2025, Election (must register with Voter Registrar of the county of residence).
04/22/2025	Last day to apply (by mail or fax) for an early voting ballot to be voted by mail; applications must be received not merely postmarked on this date.
4/21 – 04/29	Early Voting Period by Personal Appearance (schedule may vary by county).
04/25/2025	Due date for filing second report of Campaign Contributions and Expenditures (8 days prior to election).
05/03/2025	Election Day (7:00 A.M. to 7:00 P.M.)

05/14/2025	Last Day to Canvass the Election, City Council is the canvassing authority that will canvass and declare the results of the election at a council meeting posted in compliance with the Open Meetings Act.
05/14/2025	Swearing-in of incoming councilmembers at City Council Regular Meeting and first meeting of newly elected officials.
Any time after the election	Final report of Campaign Contributions and Expenditures.

The candidate packet with all the forms and information related to this election is available at the following link: <https://www.ci.friendswood.tx.us/702/2024-Candidate-Packet>. All other election-related information will be posted on the City's notice boards and website as the information becomes available.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Calling the General Municipal Election for Positions 4 and 6

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ORDERING THE GENERAL ELECTION TO BE HELD ON THE 3RD DAY OF MAY, 2025, FOR THE PURPOSE OF ELECTING TWO COUNCILMEMBERS FOR POSITIONS FOUR (4) AND SIX (6); MAKING OTHER PROVISIONS RELATED TO SUCH ELECTION; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the Friendswood City Council deems that, in accordance with the laws of the State of Texas, a general election should occur on May 3, 2025, for the purpose of electing a Councilmember to Position No. Four (4) and a Councilmember to Position No. Six (6); and

WHEREAS, the Friendswood City Council wishes to proceed with the ordering of such election, and the City Council has determined that holding such election is in the public interest; and

WHEREAS, the laws of the State of Texas further provide that the Texas Election Code ("Code") is applicable to all general municipal elections; and, in order to comply with the Code, an ordinance should be passed establishing the procedures to be followed for the general election to be held on May 3, 2025; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. General Election. In accordance with the Charter of the City of Friendswood and the laws and the Constitution of the State of Texas, a general election is hereby ordered to be held in and throughout the City of Friendswood on May 3, 2025, between the hours of 7:00 o'clock a.m. and 7:00 o'clock p.m., at which general election all qualified voters of the City of Friendswood, Texas (the "City") may vote for the purpose of electing the following officials of the City:

Councilmember, Position No. Four (4); and
Councilmember, Position No. Six (6).

Section 2. Placement on Official Ballot. That any eligible and qualified person may have his/her name printed upon the official ballot as an independent candidate for the office of Councilmember by filing a sworn application with the City Secretary of the City of Friendswood no later than 5:00 p.m., February 14, 2025. The form of the sworn application for the candidates for the office of Councilmember shall be as set forth by Section 141.031 of the Texas Election Code.

Section 3. Candidate Qualifications. That the qualifications of the Councilmembers are as follows:

Office	Qualifications
Councilmember	➤ shall be a citizen of the United States of America; ➤ shall be a qualified voter of the State of Texas and the City of Friendswood; ➤ shall have resided for at least twelve (12) months preceding the election within the corporate limits of the City of Friendswood, including territory annexed prior to the filing deadline; ➤ shall be at least 21 years of age; ➤ shall meet the requirements for sponsors stipulated in the Charter; and

	➤ shall meet such other requirements as set forth in Chapter 141 of the Texas Election Code and in the Charter of the City of Friendswood, Texas.
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Section 4. Ballot for General Election. That the form of the ballot for said general election shall be substantially as follows:

<u>OFFICIAL BALLOT</u> Vote for the candidate of your choice in each race by placing an 'X' or filling in the shape beside the candidate's name. <u>COUNCILMEMBER POSITION NO. 4</u> <u>COUNCILMEMBER POSITION NO. 6</u>

Section 5. Placement on/Removal from Ballot. That any person eligible for the office of City Councilmember who has filed his/her own sworn application in accordance with the provisions of this ordinance shall have his/her name printed on the official ballot. On or before February 21, 2025, any such person may cause his/her name to be withdrawn by filing, in writing, with the City Secretary, a request to that effect over his/her own signature, duly attested to by a Notary Public. No names so withdrawn shall be printed on the ballot.

Section 6. Determination of Ballots for General Election. The candidates receiving a majority of votes for the position to be filled at such election shall be declared elected.

Section 7. Election Services. That the general election called in Section 1 hereof shall be held pursuant to an election services agreement to be entered into with Galveston County and a joint election agreement to be entered into with Harris County.

Section 8. Polling Locations. That the City shall use the polling places along with election officials for the general election ordered in Section 1 hereof as designated by Galveston and Harris Counties as further described in Sections 10 and 11 hereinbelow.

Section 9. Voting Equipment. Hart InterCivic Verity equipment shall be used for voting at the designated election precincts, and electronic counting devices and equipment shall be used for counting the ballots at the general election.

Section 10. Early Voting. Each qualified voter who desires to cast an early vote shall be entitled to an official ballot and the right to cast such ballot in accordance with the provisions of the Texas Election Code. Early voting will be conducted by the Early Voting Clerks at the places designated by Galveston and Harris Counties. The location of the main early voting polling places for each county is as follows:

Galveston County	Harris County
Galveston County Courthouse Dwight D. Sullivan Galveston County Clerk Elections Division 10000 Emmett F. Lowry Expressway Suite 1152 Texas City, TX 77591	Teneshia Hudspeth Harris County Clerk's Office Elections Department 1001 Preston, 4th Floor, Room 440 Houston, TX 77002

Hart InterCivic Verity equipment shall be used for early voting by personal appearance. Early voting by personal appearance shall commence on April 22, 2025, and end on April 29, 2025, in accordance with the schedules established by Galveston and Harris Counties: Hart InterCivic Verity equipment shall be used for early voting by mail in both Galveston and Harris Counties. Applications for ballots to be voted by mail should be mailed as follows:

(a) For Galveston County:

By Regular Mail	By Fax⁽¹⁾	By Common or Contract Carrier
ATTN: Ballots by Mail c/o Dwight Sullivan Galveston County Clerk P.O. Box 17253 Galveston, TX 77552-7253	(409) 765-3249	Galveston County Courthouse Dwight D. Sullivan Galveston County Clerk Elections Division 10000 Emmett F. Lowry Expressway Suite 1152 Texas City, TX 77591
By email ⁽¹⁾ : absenteeballotapplications@co.galveston.tx.us		
Phone No.: 409-770-5108		Website: http://galvestonvotes.org

⁽¹⁾ If an application is sent to the early voting clerk by fax or email, the original application must still be mailed and received by the early voting clerk no later than the 4th business day after receiving the emailed or faxed ABBM or faxed FPCA, to the address shown above for Regular Mail.

(b) For Harris County:

By Regular Mail	By Fax⁽¹⁾	By Common or Contract Carrier
Teneshia Hudspeth Harris County Clerk's Office Elections Department P.O. Box 1148 Houston, TX 77251-1148	(713) 755-4983 or (713) 437-8683	Teneshia Hudspeth Harris County Clerk's Office Elections Department 1001 Preston, 4th Floor, Room 440 Houston, TX 77002
By email ⁽¹⁾ : vbm@cco.hctx.net		
Phone No.: (713) 755-6935		Website: http://harrisvotes.org

⁽¹⁾ If an application is sent to the early voting clerk by fax or email, the original application must still be mailed, and received by the early voting clerk no later than the 4th business day after receiving the emailed or faxed ABBM or faxed FPCA, to the address shown above for Regular Mail.

The last day to submit an application for a ballot to the respective Early Voting Clerk to be voted by mail is April 22, 2025 (received, not postmarked).

The location of the branch early voting polling places for the City's general election shall be selected by Galveston and Harris Counties, and may include the following locations within the City of Friendswood:

Branch Early Voting Polling Locations within the City of Friendswood
First Baptist Church Friendswood Club 56 Room, Family Life Center 202 Heritage Dr. Friendswood, TX 77546
Village on the Park Town Hall Room 400 E. Parkwood Friendswood, TX 77546

Section 11. Election Day Voting. The election day voting by personal appearance will take place on Saturday, May 3, 2025, from 7:00 a.m. to 7:00 p.m. at the polling places selected by Galveston and Harris Counties, which may include the following polling places within the City of Friendswood:

Election Day Polling Locations within the City of Friendswood
First Baptist Friendswood Club 56 Room, Family Life Center 202 Heritage Dr. Friendswood, TX 77546
Village on the Park Town Hall Room 400 E. Parkwood Friendswood, TX 77546
Wedgewood Elementary Great Hall 4000 Friendswood Link Road Friendswood, TX 77546
Clear Brook High School Gym 3 4607 FM 2351 Friendswood, TX 77546

Voters may choose to vote at any designated voting center in Galveston or Harris County, as applicable.

Section 12. Central Counting Stations. The Central Counting Stations to receive and tabulate voted ballots shall be at the locations designated by Galveston and Harris Counties.

Section 13. Election Notice. The general election shall be held in accordance with, and shall be governed by, the election laws of the State of Texas. In the general election, the Mayor and the City Secretary of the City of Friendswood shall do and perform each act as required to be done and performed respectively by the County Judge and the County Clerk of the Commissioners' Court. The notice of the general election shall be given by posting a substantial copy of this election ordinance at City Hall not later than the 21st day prior to the date set for the election; and a substantial copy of this election ordinance also

shall be published at least once in a newspaper of general circulation published in the City, the date of the publication to be not more than 30 days and not less than 10 days prior to the date set for the general election. Notice of the general election shall also be provided to the Galveston County Clerk and the Harris County Clerk not later than the 60th day before the date of the election ordered herein.

Section 14. Further Action. The City Secretary is further authorized to give or cause to be given notices required for the general election, and to take such other and further action as is required to conduct such election in compliance with the Texas Election Code.

Section 15. Compliance with Law. In all matters relating to the ordering, giving notice, and holding the general election, the City shall comply with the applicable parts of the Texas Election Code, including Chapter 272 of the Texas Election Code pertaining to bilingual requirements, and the Federal Voting Rights Act of 1965, as amended.

Section 16. Effective Date. This ordinance shall take effect immediately from and after its passage by the City Council of the City of Friendswood, Texas.

INTRODUCED, READ AND PASSED on first and final reading by the affirmative vote of the City Council of the City of Friendswood on this the 6th day of January, 2025.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: January 6, 2025

Date submitted: 12/02/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider an ordinance amending the City's General Budget for Fiscal Year 2023-2024 by approving "Budget Amendment XIII" and providing for supplemental appropriation and/or transfer of certain funds.

Originating Department: Finance

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

By its nature, our budget is an estimate of the revenues and expenditures needed to accomplish the City Council and Staff goals for the year.

Throughout the year, events occur that require adjustments to the budget. These adjustments may be needed for various reasons, such as the recognition of extraordinary revenues or expenditures, new projects that are authorized by the Council or providing funding for expenditures resulting from extraordinary events like natural disasters. As the need arises, items for budget appropriations are accumulated and then submitted for approval at the City Council meeting each month. The budget adjustments covered by this ordinance comprise the thirteenth set for fiscal year 2023-2024.

We have attempted to provide as much explanation of the adjustments as possible through two sets of exhibits. Exhibit A provides a narrative explanation of each budget amendment. Exhibit B provides the details of each accounting transaction.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Budget Amendment No. XIII
2. FY24 BA XIII Exhibit A 2025-01-06
3. FY24 BA XIII Exhibit B 2025-01-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2023-20, PASSED AND APPROVED AUGUST 28, 2023, THE SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2023-24, BY APPROVING "BUDGET AMENDMENT XIII" THERETO; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR OTHER MATTERS RELATED TO THE SUBJECT; AND PROVIDING FOR THE EFFECTIVE DATE.

WHEREAS, by Ordinance No. 2023-20, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2023-24"; and

WHEREAS, the City Council has determined that revenues and/or reserves are available for supplemental appropriation, and/or that the transfer of certain funds interdepartmentally is economically feasible and in the best interest of prudent budgeting and for municipal purposes; and

WHEREAS, Section 8.04 of the City Charter provides for amendments after adoption of the budget; and

WHEREAS, the City Council desires to amend said Original General Budget to reflect such supplemental appropriation and/or transfer in the fiscal year 2023-24; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. The facts and matters set forth in the preamble of this ordinance are hereby found to be true and correct.

Section 2. The "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2023-24" is hereby amended for municipal purposes as shown on "Budget Amendment XIII" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2023-24" attached hereto. Said Budget Amendment XIII shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law. A true and correct copy of said amendment is attached hereto as Exhibits "A" and "B" and is incorporated herein for all intents and purposes.

Section 3. In the event any clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the

omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 4. This ordinance shall take effect immediately from and after its passage by the City Council of the City of Friendswood, Texas.

INTRODUCED, READ AND PASSED on first and final reading by the affirmative vote of the City Council of the City of Friendswood on this the 6th day of January, 2025.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

**City of Friendswood
Budget Amendment Summary
Fiscal Year FY2023-2024
Budget Amendment XIII
January 6, 2025**

1. **Hurricane Beryl Debris Removal and Personnel Costs, \$3,886,391.** Appropriate funds for debris pick up and personnel costs associated with Hurricane Beryl. General fund expenses (\$3,860,182) were for debris removal, debris monitoring, and personnel costs. Water & sewer fund expenses (\$26,209) were for personnel costs. The funding source will be the 90-day reserve fund balance from the general fund and water and sewer fund, respectively.
2. **Tax Increment Reinvestment Zone #1 & Public Improvement District, \$155,775.** Appropriate funds for contract and legal services related to TIRZ #1 and the Friendswood City Center PID. The City received contributions from the developer to cover the City's expenses, therefore the contributions and related interest will be appropriated to the PID/TIRZ Development fund's legal services and contract services accounts.
3. **2017 CDBG-DR (Galveston County) – Moss Point Relocations, \$7,480.** Appropriate lease proceeds received from the CDBG-DR (Galveston County) grant program for relocation costs as part of the Frenchman's Creek Flood Control project. This is the second of three installments paid to those tenants. Funds will be appropriated from the rental income collected from the tenants at these properties subsequent to the City taking ownership.
4. **Blackhawk Boulevard Phase II-B – Change Order, \$39,330.** Appropriate funds for a change order related to engineering services for Blackhawk Boulevard Phase II-B. The City signed an amendment to the engineering contract with HDR Engineering, Inc. on November 6, 2024, for additional engineering services for the construction phase of the contract. The change order was related to work performed in FY24. The funding source will be unassigned street improvement fund balance.

City of Friendswood				
January 6, 2025				
2023-2024 Budget Amendment XIII - Exhibit B				
BA Number	Account Number	Project Number	Description	Amount
1	001-0000-30500		Appropriate 90-day general fund reserves for expenditures related to Hurricane Beryl	(3,860,182)
1	001-2513-422.7800	24EMBERYL	Appropriate 90-day general fund reserves for expenditures related to Hurricane Beryl - Debris Removal	3,035,699
1	001-2513-422.7800	24EMBERYL	Appropriate 90-day general fund reserves for expenditures related to Hurricane Beryl - Debris Monitoring, Building Repair	709,848
1	001-2513-422.4110	24EMBERYL	Appropriate 90-day general fund reserves for expenditures related to Hurricane Beryl - Personnel Costs	114,635
1	401-0000-30600		Appropriate 90-day water & sewer fund reserves for expenditures related to Hurricane Beryl - Personnel Costs	(26,209)
1	401-2513.422.4110	24EMBERYL	Appropriate 90-day water & sewer fund reserves for expenditures related to Hurricane Beryl - Personnel Costs	26,209
2	002-0000-36126		Appropriate interest revenue for legal services and contract services related to TIRZ #1	(1,209)
2	002-0000-38340		Appropriate developer contributions for legal services and contract services related to TIRZ #1	(154,566)
2	002-0303-419.7110		Appropriate interest revenue and developer contributions for legal services related to TIRZ #1	97,472
2	002-0303-419.7800		Appropriate developer contributions for legal services related to TIRZ #1	58,303
3	124-0000.37110		Appropriate lease revenue from 2017 CDBG-DR (Galveston County) for Moss Point relocation costs	(7,480)
3	124-7001-431.7450		Appropriate lease revenue from 2017 CDBG-DR (Galveston County) for Moss Point relocation costs	7,480
4	170-0000-30100		Appropriate unassigned fund balance for additional engineering services for Blackhawk Boulevard Phase II-B	(39,330)
4	170-7001-431.7130		Appropriate unassigned fund balance for additional engineering services for Blackhawk Boulevard Phase II-B	39,330

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: January 6, 2025

Date submitted: 12/02/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider an ordinance amending the City's General Budget for Fiscal Year 2024-2025 by approving "Budget Amendment IV" and providing for supplemental appropriation and/or transfer of certain funds.

Originating Department: Finance

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

By its nature, our budget is an estimate of the revenues and expenditures needed to accomplish the City Council and Staff goals for the year.

Throughout the year, events occur that require adjustments to the budget. These adjustments may be needed for various reasons, such as the recognition of extraordinary revenues or expenditures, new projects that are authorized by the Council or providing funding for expenditures resulting from extraordinary events like natural disasters. As the need arises, items for budget appropriations are accumulated and then submitted for approval at the City Council meeting each month. The budget adjustments covered by this ordinance comprise the fourth set for fiscal year 2024-2025.

We have attempted to provide as much explanation of the adjustments as possible through two sets of exhibits. Exhibit A provides a narrative explanation of each budget amendment. Exhibit B provides the details of each accounting transaction.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Budget Amendment No. IV
2. FY25 BA IV Exhibit A 2025-01-06
3. FY25 BA IV Exhibit B 2025-01-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2024-25, PASSED AND APPROVED AUGUST 26, 2024, THE SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2024-25, BY APPROVING "BUDGET AMENDMENT IV" THERETO; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR OTHER MATTERS RELATED TO THE SUBJECT; AND PROVIDING FOR THE EFFECTIVE DATE.

WHEREAS, by Ordinance No. 2024-25, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2024-25"; and

WHEREAS, the City Council has determined that revenues and/or reserves are available for supplemental appropriation, and/or that the transfer of certain funds interdepartmentally is economically feasible and in the best interest of prudent budgeting and for municipal purposes; and

WHEREAS, Section 8.04 of the City Charter provides for amendments after adoption of the budget; and

WHEREAS, the City Council desires to amend said Original General Budget to reflect such supplemental appropriation and/or transfer in the fiscal year 2024-25; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. The facts and matters set forth in the preamble of this ordinance are hereby found to be true and correct.

Section 2. The "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2024-25" is hereby amended for municipal purposes as shown on "Budget Amendment IV" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2024-25" attached hereto. Said Budget Amendment IV shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law. A true and correct copy of said amendment is attached hereto as Exhibits "A" and "B" and is incorporated herein for all intents and purposes.

Section 3. In the event any clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the

omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 4. This ordinance shall take effect immediately from and after its passage by the City Council of the City of Friendswood, Texas.

INTRODUCED, READ AND PASSED on first and final reading by the affirmative vote of the City Council of the City of Friendswood on this the 6th day of January, 2025.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

**City of Friendswood
Budget Amendment Summary
Fiscal Year FY2024-2025
Budget Amendment IV
January 6, 2025**

1. **Prior Year Encumbrance, \$5,345,598.** Appropriate funds for purchase orders issued in fiscal year 2023-24 and outstanding at fiscal year-end, September 30, 2024. Goods and services for these purchase orders will be received and expensed in fiscal year 2024-25.
2. **Unencumbered Capital, \$4,458,807.** Re-appropriate funds budgeted for capital expenditures in fiscal year 2023-24; but not expensed at fiscal year-end September 30, 2024. Goods and services will be received and expensed in fiscal year 2024-25. Section 8.06 of the City Charter allows for funds appropriated for capital expenditure to remain in force for up to three years if unencumbered or until the intended purpose is accomplished.
3. **Rotary Club of Friendswood – Public Safety Donation, \$75,000.** Appropriate donation received from the Rotary Club of Friendswood for Friendswood Volunteer Fire Department (FVFD), Emergency Medical Services (EMS), and the Police Department (PD). The donation will be used for rapid intervention equipment for FVFD (\$25,000), ambulance equipment for EMS (\$25,000), and new dispatch console furniture for PD (\$25,000). Funds will be appropriated to the FVFD Donation Fund's capital equipment account and EMS and PD Communications divisions' capital equipment accounts in the General Fund
4. **Parks & Recreation Donation – Bench and Red Oak Tree Old City Park, \$2,300.** Appropriate donation received from L. Armstrong for the purchase of a memorial bench and red oak tree at Old City Park. Funds will be appropriated to the Parks division's operating equipment account.
5. **Keep Friendswood Beautiful – Fall Haul, \$763.** Appropriate funds received from the KFB Fall Haul event held on November 9, 2024. The funds will be appropriated to the Keep Friendswood Beautiful division's landscaping account.
6. **American Rescue Plan Act – 24" Clear Creek Crossing, \$4,982,178.** Appropriate funds for construction of the 24" Clear Creek Crossing waterline project. The City entered into an agreement with R Construction Civil, LLC on December 2, 2024, for the construction of the project. The funding source will be grant proceeds from the American Rescue Plan Act.
7. **American Rescue Plan Act – New GST & Pump Improvements at SWP #1, \$5,020,849.** Appropriate funds for construction of a new ground storage tank and pump improvements at surface water plant # 1. The City entered into an agreement with Servox, LLC on December 2, 2024. The funding source will be grant proceeds from the American Rescue Plan Act.
8. **Blackhawk Boulevard Phase II-B – Change Order, \$39,330.** Reverse appropriation for a change order related to engineering services for Blackhawk Boulevard Phase II-B. The City signed an amendment to the engineering contract with HDR Engineering, Inc. on November 6, 2024, for additional engineering services for the construction phase of the contract. However, a portion of the change order was for work performed in FY2024. Therefore, the FY2025 appropriation will be reversed and a new appropriation will be made on the FY24 BA XIII on January 6, 2025. The funds will be appropriated back to the streets improvement fund unassigned fund balance.
9. **Fiscal Year 2025 Street Maintenance – Engineering Services, \$20,000.** Appropriate funds for engineering services related to street maintenance. Engineering services along Butler Street and Airline Drive in the Polly Ranch Subdivision are required before construction can begin. The funding source will be unassigned streets improvement fund balance.

10. **Capital Maintenance Fund Creation, \$500,000.** Council approved \$500,000 for deferred facility maintenance in the FY2025 budget. The creation of the capital maintenance fund will ensure that the funds will be used for rehabilitation and repair projects and preserve any residual funds from year to year. The funds will be transferred from the general fund's operating budget.

City of Friendswood					
January 6, 2025					
2024-2025 Budget Amendment IV - Exhibit B					
BA Number	Account Number	Project Number	Vendor		Amount
1	001-0000-30200		Prior Year Encumbrances - General Fund		(2,604,265)
1	001-2120-421.5200		24003580	Galls, LLC	Uniforms for New Sergeant - Seago
1	001-7001-419.8600		24001484	FPS, LP	Glassboards for Training Room
1	001-2120-421.5400		24001970	Precision Delta Corporation	Ammunition Order - Range Qualification
1	001-2101-421.7800		24002263	John Joseph Silva	Policy Accreditation Services
1	001-2120-421.6300	P446 P446	24002408	Mal Technologies LLC	Charguards P445 P446
1	001-2130-421.5200		24002449	Galls, LLC	Windbreaker - Senter
1	001-2120-421.5200		24002666	Galls, LLC	Ballistic Vest Replacement
1	001-2120-421.5200		24002672	Galls, LLC	Honor Guard Uniforms
1	001-2120-421.5200		24002774	Galls, LLC	Bulletproof Vest Replacement
1	001-2120-421.5200		24002966	Galls, LLC	New Hire Uniforms/Equipment
1	001-2101-421.6600		24002980	Pearce Industries, Inc.	Generator Remote Monitoring System
1	001-6310-459.5484		24002986	Midwest Tape, LLC	DVD Order
1	001-2120-421.5800		24003128	Mal Technologies LLC	Rifle Mounts for Cars
1	001-2120-421.5800		24003208	GT Distributors, Inc	Active Shooter Training Equipment
1	001-2120-421.5800		24003227	Ultimate Training Munitions	UTM Glock Conversion Kits
1	001-2120-421.5200		24003264	Galls, LLC	Badges/Name Patches/Police Patches
1	001-2120-421.7710		24003267	Tyler Technologies, Inc	Tyler - ICS Interface for Citations
1	001-6310-459.5484		24003326	Midwest Tape, LLC	DVD Order
1	001-2513-422.7800		24003334	Ally Roofing Services, LLC	TPO Roof Water Leak Test Patch & Repair - PSB
1	001-2120-421.5200		24003483	Galls, LLC	Ballistic Vest Replacement
1	001-1001-419.5800		24003486	Velocity Office Products	Office Furniture for G Faulkner
1	001-2120-421.5800		24003490	Velocity Office Products	Conference Room Chairs
1	001-2130-421.5200		24003499	Galls, LLC	Detective Badges/Nametags
1	001-2101-421.5200		24003503	Galls, LLC	Uniforms for Deputy Chief Reyna
1	001-2120-421.5800		24003506	Lone Star Drone LLC	DJI M30T Drone Battery
1	001-2120-421.5800		24003506	Lone Star Drone LLC	Hoodman Drone Launch/Landing Pad
1	001-2120-421.8800		24003506	Lone Star Drone LLC	DJI Matrice 30T Drone
1	001-2120-421.5800		24003526	Greatmats.com Corporation	Roll Out Mats
1	001-2110-421.8800		24003537	Louis A Hernandez Inc	Records Workstations
1	001-6401-451.8800		24003545	Motorola Solutions, Inc.	Motorola APX8000 Series Radios
1	001-2120-421.5800		24003549	Concept Seating Government	High Back Seating, Alt Blk Leather
1	001-2120-421.6300		24003550	Mal Technologies LLC	LMTV Lights & Emergency Equipment
1	001-2120-421.5400		24003555	The Flooring Source LLC	Replace Flooring in Workroom/Records
1	001-2120-421.6800		24003555	The Flooring Source LLC	Replace Flooring in Workroom/Records
1	001-2120-421.5200		24003625	Galls, LLC	New Hire Uniforms/Equipment
1	001-6310-459.5482		24001906	Baker & Taylor	Book Order
1	001-3610-431.7400		24002054	Vernon Davis	Tree Removal 15531 Edenvale
1	001-6310-459.5482		24002115	Baker & Taylor	Book Order
1	001-6310-459.5487		24002116	Baker & Taylor	Music Order
1	001-6310-459.5482		24002127	Baker & Taylor	Book Order
1	001-6310-459.5482		24002143	Baker & Taylor	Book Order
1	001-6310-459.5482		24002178	Baker & Taylor	Book Order
1	001-6310-459.5482		24002348	Baker & Taylor	Book Order

City of Friendswood						
January 6, 2025						
2024-2025 Budget Amendment IV - Exhibit B						
BA Number	Account Number	Project Number	Vendor		Description	Amount
1	001-6310-459.5482		24002417	Baker & Taylor	Book Order	97
1	001-6310-459.5482		24002609	Baker & Taylor	Book Order	170
1	001-0716-419.8800		24002626	Lighthouse Video Surveillance	Badge Printer & Card Reader	11,137
1	001-6310-459.5482		24002659	Baker & Taylor	Book Order	76
1	001-6310-459.5487		24002660	Baker & Taylor	Music Order	95
1	001-6310-459.5482		24002706	Baker & Taylor	Book Order	440
1	001-6310-459.5484		24002719	Midwest Tape, LLC	DVD Order	23
1	001-6310-459.5482		24002849	Baker & Taylor	Book Order	63
1	001-6310-459.5482		24002930	Baker & Taylor	Book Order	403
1	001-6310-459.5487		24002943	Baker & Taylor	Music Order	57
1	001-6310-459.5482		24002942	Baker & Taylor	Book Order	333
1	001-6310-459.5482		24003126	Baker & Taylor	Book Order	33
1	001-6310-459.5482		24003129	Baker & Taylor	Book Order	732
1	001-6310-459.5485		24003136	Blackstone Audio, Inc	Audiobook Order	74
1	001-6310-459.5484		24003139	Baker & Taylor	DVD Order	22
1	001-0716-419.7720		24003155	Tyler Technologies, Inc	Executime 2018 Upgrade	6,050
1	001-6310-459.5487		24003411	Baker & Taylor	CD Order	140
1	001-6310-459.5482		24003412	Baker & Taylor	Book Order	614
1	001-0716-419.7720		24003434	Alan McClintock	Absolute Secure Access Technical Services	4,750
1	001-6310-459.5482		24003439	Baker & Taylor	Book Order	260
1	001-3601-431.5800		24003511	Advanced Healthstyles Fitness	Training Equipment - Blackhawk Facility	1,244
1	001-6310-459.5482		24003525	Baker & Taylor	Book Order	1,085
1	001-6310-459.5482		24002257	Baker & Taylor	Book Order	113
1	001-2101-421.7800		23000507-R1	Integrated Computer Systems	ICS Software - Integrated Safe Response	49,200
1	001-6460-419.6600		24003274	Construction Masters of Houston	Construct & Install Roof Access Ladder	6,802
1	001-6430-456.5800		24003278	Amazon	Replacement Fans for Rotary Pavilion	4,196
1	001-6310-459.5485		24003410	Blackstone Audio, Inc	Audiobook Order	43
1	001-0610-415.7212		24003390	Occupational Health Centers	EMS Concentra - Pre Employment	560
1	001-6430-456.6400		24002279	Thomas Dean Electrical	Install Underground Electrical for 7 Poles	6,640
1	001-6430-456.5800		24003301	K. Hanes, Incorporated	Replacement Tilt Trash Cans at Centennial Park	6,849
1	001-6430-456.6400		24003336	Ally Roofing Services, LLC	Replace Roof on Large Pavilion Restroom	4,891
1	001-6430-456.6400		24003534	Star Service, Inc.	Five Air Handlers Replaced W/ 28 Tons of Cooling	83,974
1	001-2513-422.7800		25000346	Lonestar Municipalities Service	Renwick Concession Building Roof Repair	1,188
1	001-0716-419.7720		24000749	MCCI, LLC	Laserfiche Project	22,500
1	001-6310-459.5482		24001782	Baker & Taylor	Book Order	18
1	001-0610-415.7800		24002880	JER HR Group LLC	Compensation Study	54,750
1	001-6430-456.7400		24002926	Three Wise Men Enterprises	Stevenson Park Archway Lettering	3,905
1	001-6460-419.6600		24003104	Genaro Buenrostro Jr	Repair Fire Station # 1 Fence	16,781
1	001-6460-419.6600		24003477	Texas Department of Criminal Justice	Toilet Fixture for Jail at Public Safety Building	1,676
1	001-6310-459.5482		24001811	Baker & Taylor	Book Order	102
1	001-2207-422-8800		23002418-R1	Sterling McCall Ford	Ambulance	223,700
1	001-0401-415.7800		23003411-R1	Aptim Corp	Grant Procurement Analysis Services	17,086
1	001-0401-415.7120		24000152	Whitley Penn, LLP	Interim Audit Services - FY24 Audit	11,742
1	001-7001-431.8512		24001188	Stantec Consulting Services	Pavement Management Study 2024	22,795
1	001-0401-415.7140		24000153	Gabriel Roeder Smith & Company	OPEB Valuation and GASB 75 Disclosure - Year 2	2,900

City of Friendswood						
January 6, 2025						
2024-2025 Budget Amendment IV - Exhibit B						
BA Number	Account Number	Project Number	Vendor		Description	Amount
1	001-7001-431.7130		24001193	HDR Engineering, Inc.	Blackhawk Boulevard Phase II-C Engineering	66,463
1	001-7001-431.7800		24002149	Decon LLC	Sunset Drive Traffic Study & Signal Warrant	2,891
1	001-7001-431.7800		24002287	Huitt-Zollars, Inc.	Castlewood Avenue Traffic Impact Analysis	1,270
1	001-7001-431.7800		24003174	WSB LLC	Traffic Calming Ordinance Review	34,242
1	001-7001-431.7800		24003175	WSB LLC	Boca Raton Neighborhood Traffic Calming Plan	24,766
1	001-2207-422.8800		24003209	Howmedica Osteonics Corp	Stryker Sales - Ambulance Upfitting	159,930
1	001-6460-419.6600		24003281	New Web Based Pelican A/C Controls	Star Service, Inc.	25,340
1	001-0801-411.7800		24003317	Civicplus, Inc.	Recodification of City of Friendswood Code	21,750
1	001-3770-431.7842		24003325	CDM Smith Inc.	Stormwater Management Program Update	25,692
1	001-6430-456.5400		24003543	K. Hanes, Incorporated	Replacement Trash Can Receptacles	6,180
1	001-7001-431.8511		23002151-R1	Triple B Services, LLP	Blackhawk Boulevard Phase II-B Construction	1,020,046
1	001-2513-422.7800		24002804	Thompson Consulting Services	Hurricane Beryl Debris Monitoring Services	401,469
1	001-7001-419.7800		25000517	Brinkley Sargent Wiginton	Council Chamber Renovation Project	57,025
1	001-0716-419.8800		23000592-R1	Lighthouse Video Surveillance	Citywide Access Control Upgrade	22,500
1	001-0610-415.7220		24003586	Advanced Healthstyles Fitness	Rowers for Citywide Wellness Incentive	4,311
1	001-7001-422.8591		23000148-R2	Zero Six Consulting, LLC	NPO Envelope Testing at Fire Station #2	2,559
1	001-7001-431.8581		23000231-R1	HDR Engineering, Inc.	Blackhawk Blvd Reconstruction Phase II-B	3,260
1	001-7001-419.8591		24001774	PGAL, Inc.	Civic Center & Library Expansion Feasibility Study	1,144
1	001-7001-419.8600		24002151	Zero Six Consulting, LLC	Windstorm Testing, Training Tower at Fire Station # 2	3,829
1	150-0000-30200		Prior Year Encumbrances - Municipal Court Fund			(13,695)
1	150-0901-412.5800		24003596	Tyler Technologies, Inc.	Tyler Pay Additional Readers	3,545
1	150-0901-412.8800		23000592-R1	Lighthouse Video Surveillance	Citywide Access Control Upgrade	10,150
1	170-0000-30200		Prior Year Encumbrances - Street Maintenance Fund			(196,392)
1	170-7001-431.7130		24001193	HDR Engineering, Inc.	Blackhawk Boulevard Phase II-C Engineering	123,876
1	170-7001-431.8511		23002151-R1	Triple B Services, LLP	Blackhawk Boulevard Phase II-B Construction	22,416
1	170-7001-431.8511		23002289-R1	Paradigm Consultants, Inc.	CMT Services Blackhawk Boulevard Phase II-B Construction	18,212
1	170-7001-431.7130		23000231-R1	HDR Engineering, Inc.	Blackhawk Boulevard Phase II-C Engineering	31,887
1	175-0000-30200		Prior Year Encumbrances - Economic Development Fund			(714,523)
1	175-7001-419.7800		22002893-R2	Pfeiffer & Son, LTD	FM 518 Illumination Installation	709,785
1	175-7001-419.7800		24000572	Thompson Engineering	CMT Services FM 518 Illumination Project	4,738
1	254-0000-30200		Prior Year Encumbrances - 2016 G.O. Bonds			(13,298)
1	254-7001-456-8582		21000654-R3	Edminster, Hinshaw, Russ & Associates, Inc.	Update Parks Master Plan	13,298
1	301-0000-30200		Prior Year Encumbrances - Vehicle Replacement Fund			(98,822)
1	301-0501-422.8300		24002387	Mal Technologies	P445 Upfit 2024 Tahoe PPV-Patrol	28,018
1	301-0501-422.8300		24002388	Mal Technologies	P446 Upfit 2024 Tahoe PPV-Patrol	28,018
1	301-0501-433.8300		24002361	Chastang Enterprises	2024 F450 Chassis w/Utility Bed PW97 Replacement & Upgrade	42,786
1	401-0000-30200		Prior Year Encumbrances - Water Sewer Fund			(672,087)
1	401-3656-433.6800		24002532	Hahn Equipment Co, Inc.	Operations -Lift Station #23 Flygt Pump Replacement	31,536
1	401-3655-434.5800		24001417	Core & Main LP	Sample Stations	989
1	401-3651-433.6551		24003515	Coburn Supply	Parts for Utilities	1,595
1	401-3650-434.6541		24003515	Coburn Supply	Parts for Utilities	4,592

City of Friendswood						
January 6, 2025						
2024-2025 Budget Amendment IV - Exhibit B						
BA Number	Account Number	Project Number	Vendor		Description	Amount
1	401-3656-433.6552		24000294	Precision Pump Systems	Pump Repairs at Lift Station # 34	13,000
1	401-3655-434.7400		24000289	Eastex Environmental Laboratory	Elevated Storage & Ground Storage Tank Rehab Samples	550
1	401-3650-434.6541		24000351	Fortiline Waterworks	Water & Sewer Line Materials	2,565
1	401-3656-433.6552		24001540	Precision Pump Systems	Pump Repair for Lift Station # 22	12,938
1	401-3650-434.5476		24001777	Core & Main LP	Brass Valves	1,944
1	401-3648-434.7800		24001830	Core & Main LP	Neptune SAAS Annual Maintenance	2,290
1	401-3650-434.6541		24002030	Fortiline Waterworks	Brass Couplings	1,979
1	401-3655-434.6543		24002339	CFG Industries	Replacing Wiring at Elevated Storage Tank # 2	1,675
1	401-3655-434.6543		24002277	CFG Industries	Obstacle Light Repair at Elevated Storage Tank # 2	1,900
1	401-3651-433.8300		24002361	Chastang Enterprises	2024 F450 Chassis w/Utility Bed PW97 Replacement & Upgrade	39,764
1	401-3656-433.6800		24002531	Precision Pump Systems	Lift Station # 2 Emergency Pump Repair	67,425
1	401-3656-433.6552		24003295	Hahn Equipment Co, Inc.	6" Discharge Pump for Lift Station # 2	31,536
1	401-3655-434.6300		24003413	Snider Transmission & Auto	Transmission Overhaul PW73	5,275
1	401-3655-434.6543		24003418	Core & Main LP	Well Meter at Water Plant # 3	11,495
1	401-3655-434.6543		24003520	Global Treat Inc	CL2 Room Repair at Water Plant # 4	7,650
1	401-3656-433.6552		24003532	Precision Pump Systems	Control Panel Replacement at Lift Station # 21	16,930
1	401.0401-415.5800		24003596	Tyler Technologies, Inc	Tyler Pay Additional Readers	4,254
1	401-3655-434.5475		24002353	Core & Main LP	3" UME to Replace Faulty Water Meter	1,550
1	401-3655-434.5475		24003035	Core & Main LP	Mach 10 Water Meters 1 1/2", 2", 3", & 4"	37,844
1	401-7001-433.8120		23000787-R1	Construction Masters of Houston	Blackhawk Building Renovation	232,686
1	401-7001-433.8552		23002261-R1	McDonald Municipal and Industrial	Harvey Lift Station Repair & Mitigation - Package 3	20,000
1	401-7001-433.8552		20003230-R4	FiveEngineering LLC	2020 Harvey Lift Station Mitigation Engineering	55,873
1	401-7001-433.8552		23001117-R1	McDonald Municipal and Industrial	Harvey Lift Station Repair & Mitigation - Package 2	21,000
1	401-0401-415.7120		24000152	Whitley Penn LLP	Interim Audit Services - FY24 Audit	6,905
1	401-7001-433.8552		24001786	FiveEngineering LLC	Lift Station # 8 Improvement Preliminary Engineering	19,510
1	401-7001-433.8552		24001787	FiveEngineering LLC	Lift Station # 27 Improvement Preliminary Engineering	6,901
1	401-7001-433.8552		24002597	Kimley-Horn and Associates	Lift Station # 30 Improvement Preliminary Engineering	6,400
1	401-7001-433.8598		23002686-R1	Paradigm Consultants, Inc.	Construction Materials Testing - LS Mitigation Pkg 3	1,536
1	420-0000-30200		Prior Year Encumbrances - 2016 W/S Bond Construction			(277,162)
1	420-7001-434.8582		23001163-R1	Garver, LLC	Surface Water Plant # 1 - New Ground Storage Tank	88,643
1	420-7001-434.8582		23001164-R1	Garver, LLC	24" Waterline - Clear Creek Crossing	130,825
1	420-7001-434.8582		24001193	HDR Engineering, Inc.	Blackhawk Boulevard Phase II-C Engineering	57,694
1	421-0000-30200		Prior Year Encumbrances - 2018 W/S Bond Construction			(65,125)
1	421-7001-433.8552		23001117-R1	McDonald Municipal and Industrial	Harvey Lift Station Repair & Mitigation - Package 2	65,125
1	422-0000-30200		Prior Year Encumbrances - 2021 W/S Bond Construction			(690,229)
1	422-7001-433.8552		23002261-R1	McDonald Municipal and Industrial	Harvey Lift Station Repair & Mitigation - Package 3	53,800
1	422-7001-434.8591		23002027-R1	CFG Industries LLC	2023 Tank Rehabilitation	627,438
1	422-7001-422.8591		22000078-R2	Garver, LLC	Water System Improvements	8,991
2	001-0000-30300		Prior Year Unencumbered Capital - General Fund			(588,557)
2	001-2207-422.8800		Ambulance			35,619
2	001-7001-431.7800		FY24 Decision Package - Traffic Impact Analysis			178,184
2	001-7001-419.8400		Blackhawk Renovation Furniture & Fixtures			48,915

City of Friendswood						
January 6, 2025						
2024-2025 Budget Amendment IV - Exhibit B						
BA Number	Account Number	Project Number	Vendor	Description	Amount	
2	001-7001-419.8600		Fire Station # 2 Furniture and Fixtures		5,524	
2	001-7001-431.8512		Street Maintenance		320,315	
2	175-0000-30300		Prior Year Unencumbered Capital - FDEDC Fund		(2,394)	
2	175-7001-419.8590		FM 518 Illumination Project		2,394	
2	257-0000-30300		Prior Year Unencumbered Capital - 2021 G.O. Bonds		(2,338,693)	
2	257-7001-431.8530		Drainage Improvements		2,338,693	
2	401-0000-30300		Prior Year Unencumbered Capital - Water & Sewer Fund		(1,124,163)	
2	401-3651.419.8591		PW59 Replacement		4,450	
2	401-3770-434.8800		Winter Storm Grant - Generator Matching Portion		12,570	
2	401-7001-433.6551		Collection Line Maintenance		1,107,143	
2	421-0000-30300		Prior Year Unencumbered Capital - 2018 W/S Bond Construction		(405,000)	
2	421-7001-433.8582		Lift Station # 2 Engineering		405,000	
3	001-0000-38600		Appropriate donation received from Rotary Club of Friendswood for EMS and Police Department		(50,000)	
3	001-2110-421.8800		Appropriate donation received from Rotary Club of Friendswood for Police Department - Dispatch Console replacement		25,000	
3	001-2207-422.8800		Appropriate donation received from Rotary Club of Friendswood for EMS medical equipment to outfit new ambulance		25,000	
3	131-0000-38000		Appropriate donation received from Rotary Club of Friendswood for FVFD RIT packs		(25,000)	
3	131-2201-422.8800		Appropriate donation received from Rotary Club of Friendswood for FVFD RIT packs		25,000	
4	001-0000-38600		Appropriate donation received from L. Armstrong for a memorial bench at Old City Park		(2,300)	
4	001-6430-456.5800		Appropriate donation received from L. Armstrong for a memorial bench at Old City Park		2,300	
5	001-0000-38600		Appropriate donations received from KFB Fall Haul event to the KFB landscaping account		(763)	
5	001-6424-458.6210		Appropriate donations received from KFB Fall Haul event to the KFB landscaping account		763	
6	125-0000-33100		Appropriate grant proceeds for ARPA project - 24" Clear Creek Crossing		(4,982,178)	
6	125-7001-434.8591		Appropriate grant proceeds for ARPA project - 24" Clear Creek Crossing		4,982,178	
7	125-0000-33100		Appropriate grant proceeds for ARPA project - New Ground Storage Tank and Pump Improvements at SWP #1		(5,020,849)	
7	125-7001-434.8591		Appropriate grant proceeds for ARPA project - New Ground Storage Tank and Pump Improvements at SWP #1		5,020,849	
8	170-7001-431.7130		Reverse appropriation for additional engineering services for Blackhawk Boulevard Phase II-B		(39,330)	
8	170-0000-30100		Reverse appropriation for additional engineering services for Blackhawk Boulevard Phase II-B		39,330	
9	170-0000-30100		Appropriate unassigned fund balance for engineering services along Butler and Airline Drive		(20,000)	
9	170-7001-431.7130		Appropriate unassigned fund balance for engineering services along Butler and Airline Drive		20,000	
10	001-7001-419.6621		Transfer deferred maintenance budget from general fund to create capital maintenance fund		(500,000)	
10	001-9002-491.9148		Transfer deferred maintenance budget from general fund to create capital maintenance fund		500,000	
10	161-0000-39120		Transfer deferred maintenance budget from general fund to create capital maintenance fund		(500,000)	
10	161-0000-30100		Transfer deferred maintenance budget from general fund to create capital maintenance fund		500,000	

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: January 6, 2025

Date submitted: 12/12/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution committing local funds for the Community Development Block Grant (CDBG) Annalea Neighborhood Improvements Project and the CDBG Ground Storage Tank at Groundwater Plant 4 Project under Contract No. 24-065-030-E485.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This resolution commits up to \$52,166.34 from local funds for the the following CDBG projects:

Project	Local Funds Committed
Annalea Neighborhood Improvements Project	\$38,686.34
Ground Storage Tank at Groundwater Plant 4 Project	\$13,480.00
Total	\$52,166.34

Since the professional services agreements for both projects exceed the grant budget allowances for engineering services, a resolution committing these local funds is required before the City can authorize the agreements.

- For the Annalea Neighborhood Improvements Project, the overage accounts for potential "additional services" that may be required if unforeseen conditions arise during construction, such as unexpected utility conflicts, changes in drainage conditions, or other design modifications necessary to complete the project.
- For the Ground Storage Tank Project, the overage covers yard piping improvements needed to connect to the 16-inch water line, which will feed the new ground storage tank and continue on to Elevated Storage Tank #2, located next to the Animal Control Building. This remaining portion of the water line will be constructed separately by a developer.

This resolution is a prerequisite to authorizing the agreements and ensures compliance with the Texas General Land Office (GLO) grant guidelines.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Committing Local Funds

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, COMMITTING LOCAL FUNDS IN AN AMOUNT NOT TO EXCEED FIFTY-TWO THOUSAND ONE HUNDRED SIXTY-SIX AND 34/100 DOLLARS (\$52,166.34) FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS UNDER THE TEXAS GENERAL LAND OFFICE, STATE CONTRACT NO. 24-065-030-E485; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City Council of the City of Friendswood desires to develop a viable community, including decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, the engineering costs associated with the Ground Storage Tank at Groundwater Plant 4 Project and the Annalea Neighborhood Improvements Project (collectively the "Projects") exceed the budget allowances for engineering services under the Community Development Block Grant ("CDBG")/Texas General Land Office ("GLO") State Contract No. 24-065-030-E485; and

WHEREAS, therefore, it is necessary to include local funds for engineering services for the Projects in the project areas; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby adopted, ratified, and confirmed.

Section 2. That the City commits up to FIFTY-TWO THOUSAND ONE HUNDRED SIXTY-SIX AND 34/100 DOLLARS (\$52,166.34) from local funds for the engineering costs associated with the Ground Storage Tank at Groundwater Plant 4 Project and the Annalea Neighborhood Improvements Project under CDBG/GLO Contract No. 24-065-030-E485.

Section 3. That the local funds committed to the CDBG/GLO grant will be used in accordance with all applicable federal, state, local and programmatic requirements, including, but not limited to, procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

Section 4. That with these additional funds, combined with the CDBG/GLO Grant funds, the City will authorize via minute order a professional services contract with Garver, LLC, in an amount not to exceed TWO HUNDRED NINETY-EIGHT THOUSAND SIX HUNDRED FOURTEEN AND NO/100 DOLLARS (\$298,614.00) for the Ground Storage Tank at Groundwater Plant 4 Project as well as a professional services contract with WSB, LLC, in an amount not to exceed THREE HUNDRED TWENTY-SEVEN THOUSAND SEVEN HUNDRED SEVENTY-TWO AND 34/100 DOLLARS (\$327,772.34) for the Annalea Neighborhood Improvements Project.

Section 5. This resolution shall take effect immediately from and after its passage by the City Council of the City of Friendswood.

INTRODUCED, READ AND PASSED by the affirmative vote of the City Council of the City of Friendswood on this the 6th day of January, 2025.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: January 6, 2025

Date submitted: 12/16/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution delegating the City Council's authority to select alternate delivery methods for public works projects to the City Manager.

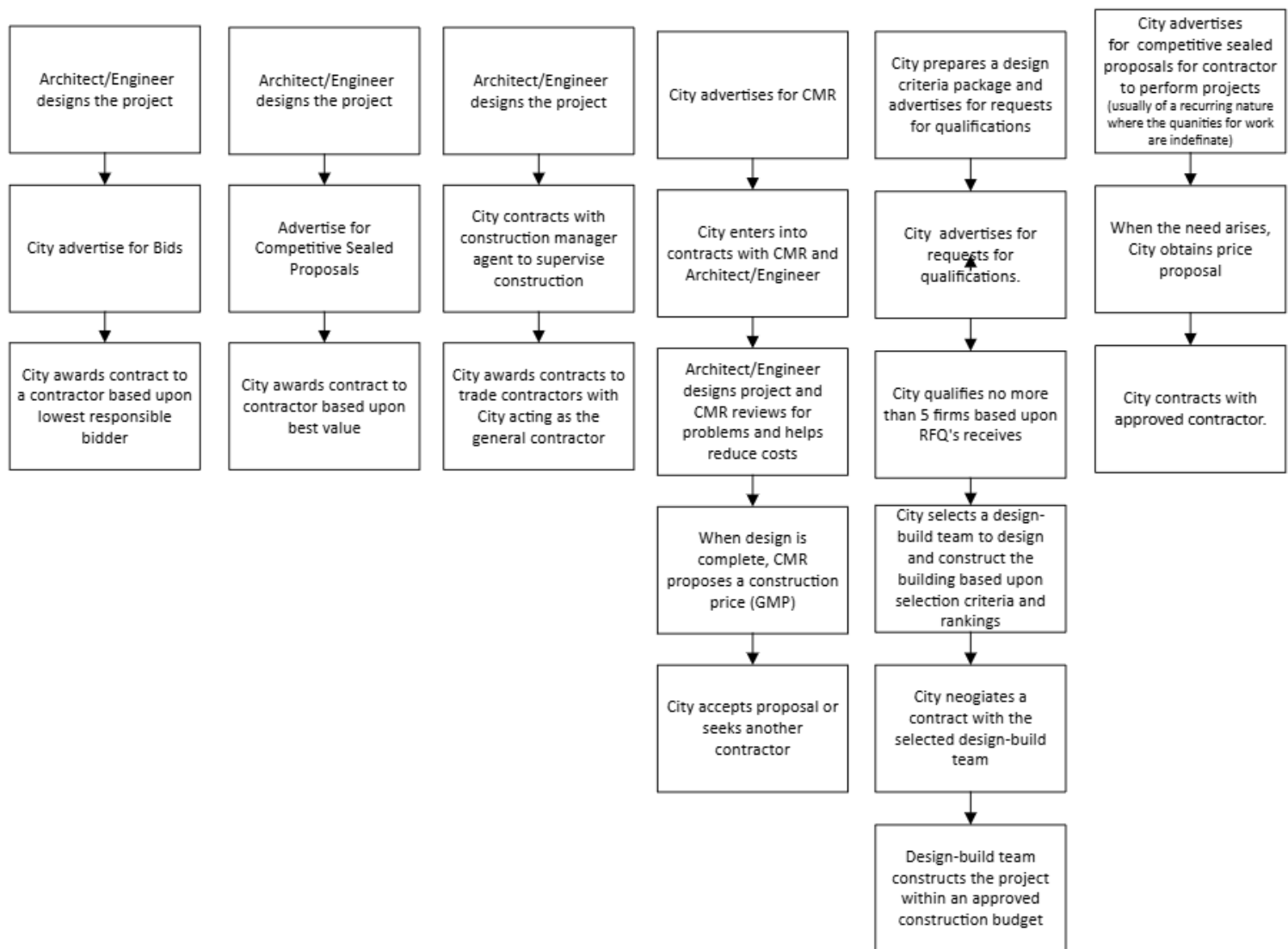
Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Pursuant to Section 2269.056 of the Texas Government Code, if the City desires to use a delivery method other than competitive bidding for a public works project, the City Council must, before advertising the project, determine which delivery method provides the best value to the City. Such delivery methods include:

Competitive Bid	Competitive Proposal	Construction- Manager-Agent	Construction Manager- at-Risk	Design-Build	Job Order Contracts
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Section 2269.053 allows the City Council to delegate its authority to the City Manager to make the determination as to which alternative delivery method provides the City with the best value. This determination will be made on a case-by-case basis and will be made prior to advertising each project.

This delegation streamlines decision-making and enhances project efficiency by allowing the City Manager to select the most appropriate delivery method based on the specific needs of each project. However, the ultimate authority to select an offeror and award a contract rests with the City Council.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Selection of Alternative Delivery Methods

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DELEGATING AUTHORITY TO THE CITY MANAGER IN ACCORDANCE WITH SECTION 2269.053 OF THE TEXAS GOVERNMENT CODE TO SELECT DELIVERY METHODS FOR PUBLIC WORK CONTRACTS WHICH PROVIDE THE BEST VALUE FOR THE CITY AND TO TAKE OTHER ACTIONS AUTHORIZED OR REQUIRED BY CHAPTER 2269; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Friendswood is a home-rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council has an ongoing goal of seeking the best value for the expenditure of City monies; and

WHEREAS, Chapter 2269 of the Texas Government Code provides for alternative delivery methods, other than traditional competitive bidding, for contracts for construction of certain public works and facilities; and

WHEREAS, in addition to competitive bidding, alternative delivery methods under Chapter 2269 include the competitive sealed proposal method, the construction manager-agent method, the construction manager-at-risk method, the design-build method, and the job order contracting method; and

WHEREAS, in order to consider construction contracts using such an alternative delivery method, the City Council or its designee must, before advertising, determine which alternative method provides the best value for the City; and

WHEREAS, Section 2269.053 of the Texas Government Code permits the City Council to delegate its authority under Chapter 2269 to a designated representative; and

WHEREAS, the City Council desires to delegate its authority to the City Manager to determine which alternative delivery method provides the best value for the City for such construction contracts; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby adopted, ratified, and confirmed.

Section 2. In accordance with Section 2269.053 of the Texas Government Code, the City Council hereby delegates to the City Manager the authority to determine which delivery method for a public work project under Chapter 2269 provides the best value for the City.

Section 3. Except as provided in Section 5, the City Manager is granted the authority to take all actions authorized or required by Chapter 2269 in connection with the procedures mandated for an approved delivery method.

Section 4. This resolution shall constitute notice by rule of the delegation of authority to the City Manager in connection with the delivery methods authorized by Chapter 2269.

Section 5. No delegation of authority under this resolution will limit the City Council's ultimate authority to select an offeror and approve a contract pursuant to Section 2269.155 of the Texas Government Code.

Section 6. This resolution shall take effect immediately from and after its passage by the City Council of the City of Friendswood.

INTRODUCED, READ AND PASSED by the affirmative vote of the City Council of the City of Friendswood on this the 6th day of January, 2025.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: January 6, 2025

Date submitted: 10/03/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Consider approving an Election Services Contract with Galveston County, Texas, for the City's General Election to be held on May 3, 2025.

Originating Department: City Secretary

Degree of importance: Critical.

SUMMARY / ORIGINATING CAUSE

This item approves the Election Services Contract with Galveston County, Texas, (the "County") for the City's General Election to be held on May 3, 2025, for the purpose of electing the positions of Councilmember for Position Nos. 4 and 6. The terms of the contract will be similar to those of past contracts and include the following:

The County will be responsible for:

- voting equipment and supplies for early voting (EV) by personal appearance and mail; and for Election Day (ED);
- polling places for EV and ED, election personnel and set-up of the polling places for EV and ED;
- the appointment of the Early Voting Ballot Board and the employment of staff to program and operate the automatic tabulating equipment;
- the establishment and organization of the Central Counting Station; and
- the Compensation for the election workers, which will be reimbursed, in part, by the City.

The City will be responsible for:

- furnishing the County with a list of race in all the legally required languages;
- furnishing the County with a list of candidate names;
- verifying jurisdictional boundaries and streets;
- preparing, posting and publishing any and all notices required by state law;
- preparing election notices, orders and other election documents; and
- canvassing election results.

Approval of this item by the City Council will authorize not only the execution of a contract with Galveston County, but also expenditures of up to \$55,000 for the contracted election services.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Local elections in compliance with state law.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2025 Galveston County Election Services Contract

Contract for Election Services

Local Entity Countywide Vote Center Elections

This Contract is made and entered into this ____ day of _____, 20____ by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County (herein known as "Galveston County") and Morad Kabiri, City Manager, on behalf of the City of Friendswood ("Entity").

This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that Galveston County and the Entity understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit:

Friendswood General Election: Election of persons to the following offices:

1. Councilmember, Position 4
2. Councilmember, Position 6

May 3, 2025
Election Date

June 7, 2025
Runoff Election Date

Early Voting will be held on **April 22, 2025, through April 25, 2025**, from 8 a.m. to 5 p.m., and **April 28, 2025, and April 29, 2025**, from 7 a.m. to 7 p.m. On Election Day, the polls will be open from 7 a.m. to 7 p.m.

1. Duties and Services of Galveston County. Galveston County shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

- 1.1 Program, or arrange to have programmed, the ballot.
- 1.2 Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be conducted at least five days prior to the election where possible and, in any event, within the time limit under Texas Election Code §127.093. In addition, it will be performed during normal business hours and open to the public.
- 1.3 Provide all election services, as required by law, for all portions of Galveston County.
- 1.4 Provide technical and equipment support for the electronic poll pads, voting machines and equipment being provided to the Entity. In the event there is an equipment failure Galveston County shall try to remedy the problem over the phone. If unable to do so, will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure.

- 1.5 On behalf of the Entity, obtain Official Voter Registration lists from the Voter Registrar to be used during Early Voting and on Election Day.
[See Section 2.3 below]
- 1.6 Provide Ballot by Mail services for the Entity.
- 1.7 Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 5 of this contract and will be required to complete election training (at the discretion of the Elections Division) as a prerequisite for serving. Workers will be paid for attending training.
- 1.8 Select the countywide vote center polling locations in coordination and assistance with the Entity and with the approval of Galveston County Commissioners' Court. Entity will be required to provide voting locations as may be needed within their jurisdiction. Polling locations must be in compliance with Chapter 43 of the Texas Election Code.
- 1.9 Provide the Entity ****and where possible the candidates running for office***, a sample ballot for them to proof and approve or provide corrections.
[See Sections 2.6 and 2.7 for related information]

****The Entity will be responsible for providing Galveston County with the email and contact information for each candidate who will be on the ballot.***
- 1.10 As required by §67.017(b) and the Secretary of State's Office, Galveston County will provide all reports needed to the Entity so they can submit precinct-by-precinct reports no later than the 30th day after Election Day.

For additional Duties of Galveston County see Section **5 "Fee Schedule of Galveston County"** below.

2. Duties and Services of the Entity. The Entity will be responsible for performing the duties and services set forth in this section and will consummate this contract **on or before January 31, 2025**. Contracts submitted after this date will require a \$500 fee, which ***will be non-refundable regardless of whether the Entity cancels its election.***

- 2.1. Prepare and submit any required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.
- 2.2. Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.
- 2.3. Provide Galveston County with the Entity's requirements for Official Voter Registration lists for early voting and Election Day.
- 2.4. In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to Galveston County.
- 2.5. It is understood that the Entity may need to modify its election order after **February 18, 2025**, to reflect the actual early voting and Election Day polling

locations once the final determination has been made as to which entities will actually be holding an election.

If the Entity wishes to select additional polling locations within its footprint, it will submit a list and the contact information for each facility to Galveston County by **February 21, 2025**. Regardless of who selects the polling locations the Entity shall comply with Texas Election Code §43.062, and shall, if possible, notify prospective voters of the new location within its jurisdiction by placing a notice at the entrance to the previous polling place stating that the location has changed and providing the location of the new polling location.

[See Section 1.8 for additional information on the selection of countywide polling places]

- 2.6. Provide to Galveston County the language for any ballot propositions, the names of election contests, the names of candidates, as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. These materials will be provided in an electronic form to Galveston County by **no later than February 13, 2025**. All language on the ballot must be provided in both English and Spanish in a MS Word format. Any other languages required by law, must also be provided in a MS Word format as well (e.g., Harris County, Chinese and Vietnamese). In addition, the Entity will collect and provide to Galveston County the names, addresses, phone numbers and email addresses of all the candidates who are to appear on its ballot. This information will be used to send candidates copies of the ballot proofs for their review. ***[See Section 1.9]***
- 2.7. Return to Galveston County, by **March 13, 2025 5 p.m.**, confirmation that the sample ballots Galveston County has prepared and provided to the Entity are satisfactory or provide changes that need to be made. Galveston County intends to conduct the L&A test on the Entity's ballot no later than **March 18, 2025**.

The Entity shall have a representative present during the testing who will sign an affidavit signifying the ballot proofs are accurate and acceptable to the Entity. If unable to attend, a representative may send a signed electronic response approving the ballot. ***[See Section 1.9 for related information on ballot proofing]***

- 2.8. Galveston County will be conducting elections for numerous Entities on the same day. The parties understand that each election has its own challenges and requirements and that failure to provide the information outlined in Section 2 of this contract by the dates specified will place an undue burden on Galveston County that may hinder the ability to provide the services to the Entity in a timely and accurate manner. **Should the Entity miss the deadlines, and/or fail to notify the County of any special circumstances (e.g., adding portions of another county to their election, additional languages required, or unopposed candidates on the ballot) there may be additional charges incurred, up to \$1,000.00 and additional labor and material costs, to be determined by the Chief Deputy of Elections. Should Galveston County be unable to provide the services in a timely and accurate manner due to the Entity's failure to comply with the timelines established herein, the Entity, to the extent allowed under the Constitution and Laws of the State of Texas, shall release Galveston County and employees from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.**

- 2.9. Unless otherwise stipulated, Galveston County will transport or have the Presiding Election Judges transport on its behalf, the voting machines and equipment to and from the Entity's early voting and Election Day voting locations.
 - 2.10. Monitor, with the assistance of Galveston County, the overall conduct of its election in Entity's jurisdiction including the observation of the tabulating of the results.
 - 2.11. Entity to pay a **\$125** fee per early voting and Election Day polling locations within its jurisdiction for additional support staff to provide the Entity and its Judges election support services throughout the term of this contract.
- 3. Cancellation of Contract:** Except for contracts consummated after **January 31, 2025**, the Entity may cancel this contract without incurring any expenses by notifying Galveston County of its intention to cancel by no later than two (2) business days after its candidates' filing deadline of **February 14, 2025**. The Entity will be obligated to pay Galveston County a **\$500** fee if cancelled after this grace period.
- 4. Special Provision: Bilingual Poll Worker Requirements.** Galveston County is permanently committed to:
- a) Provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots," that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43 U.S.C. 1973b(f)(4); and
 - b) Ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.
- 5. Fee Schedule of Galveston County:** Galveston County agrees to perform these services at the following rates:
- a) Provide to the Election Judges all necessary election supplies, which are to be returned to Galveston County after the polls close on Election Night.
Cost: \$100 per kit
 - b) Arrange for staff to receive the supplies and equipment being returned by the Election Judges on Election Night.
Cost: Overtime for staff and part-time workers hired to provide this service will be evenly split between the entities contracting with Galveston County.
 - c) Provide all necessary voting machines and equipment for use at early voting and Election Day locations.
Cost: \$465 per Verity Duo, \$506 per Verity Controller, \$577 per Verity Duo with access, \$610 per Verity Scanner and \$150 per Verity Duo Go.
 - d) Transport the voting machines and equipment to and from the voting locations.
Cost: \$200 delivery per location
 - e) Program the ballot and conduct the Logic and Accuracy Testing of the counting equipment.

Cost determined by the number of contests on the ballot: \$1500 for up to 5, \$2530 for up to 10, \$3,300 for up to 20, \$4,180 for up to 40 and \$5280 for up to 75, and \$6720 for up to 100 contests.

- f) Provide a central counting station, supplies, equipment and the tabulating and supervisory personnel needed to tabulate. Prepare the unofficial tabulation results and unofficial/official canvass report.
Cost: \$1000 for use of the equipment plus overtime for county employees doing the tabulation if applicable.
- g) Assist the Entity in the general overall supervision of the election and any subsequent runoff election.
Cost: Included in the 10% election fee
- h) Conduct early voting and Election Day Voting training.
Cost: \$75 per person per class
- i) Two or more electronic **poll pads** will be deployed (at the discretion of the Elections Division) to each polling location.
Cost: \$100 per poll pad
- j) Galveston County will partner with the Entities to determine the polling locations within their jurisdictions.
- k) Hire judges, alternate judges, and clerks that are trained by Galveston County and are registered voters from within one of the jurisdictions holding an election.
Cost: Total amount reimbursable by the Entity.
- l) Elections Mobile App: Entities contracting elections with Galveston County will have their election information included on the Elections Mobile App.
Cost: up to \$500.
- m) The cost for all printed ballots (ballots by mail, sample ballots and test ballots) is **\$.50** per sheet.
- n) Ballots by Mail: Galveston County will provide ballot by mail processing services to the Entity. **The cost for this service is \$4.00 per ballot (\$4.50, if a multi-page ballot).**
- o) The Entity may have an observer present during the tabulation of the votes. The name and contact information of the observer must be provided to and approved by the Presiding Judge of the Central Count Station on the form prescribed by the Texas Secretary of State upon arrival at the location.

6. Compensation, Billing, and Payment. In accordance with Section 31.100(d) of the Texas Election Code, the Entity will pay Galveston County the greater of Seventy-Five (\$75.00) Dollars or ten percent (10%) of the total amount of this contract for general supervision of the election. Pursuant to Texas Election Code §31.098, Galveston County may contract with third persons for election services and supplies agreed to herein and the Entity hereby agrees to pay for these third-party costs in compliance with Chapter 2251 of the Texas Government Code.

Galveston County will invoice the Entity for services rendered under this contract. The Entity will make payment to Galveston County in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

7. Voting System. The Hart Intercivic Verity Duo equipment as approved by the Texas Secretary of State will be the voting system used in providing services under this contract.

8. Authorized Representatives. Galveston County's authorized representative for all purposes of this contract is its Chief Deputy Clerk for Elections.

The Entity's authorized representative for all purposes of this contract is:

Leticia Brysch, City Secretary
Name

281-996-3275
Phone #

9. General Provisions. As specified in Texas Election Code §31.096 this contract may not change:

- a) The authority with whom applications of candidates for a place on a ballot are filed;
- b) The authority with whom documents are filed under Title 15 of the Texas Election Code; or
- c) The Entity's requirement to maintain office hours under Texas Election Code Section 31.122.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this contract is executed Galveston County shall file a copy of this contract with the County Treasurer and the County Auditor.

10. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic Verity Duo System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of Galveston County it might fail during an election or might contain errors. The Entity agrees that should the electronic voting system fail, it will not make any claim against Galveston County or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Entity acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. Galveston County and its employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Entity agrees that should an error or mishap occur that it will not make any claim against Galveston County, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Entity for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Entity involving its election and if Galveston County is named as a party to this legal action and the complaint is based solely on allegations made

against the Entity, the Entity, to the extent allowed by law, shall be solely responsible for all costs and defense of that suit. In addition, to the extent allowed by law, the Entity shall be required to provide adequate legal counsel for Galveston County. Any settlement by Galveston County shall be at its sole cost and expense and the Entity shall have no responsibility therefor.

For purposes of implementing this contract, Galveston County and the Entity designate the following individuals to submit and/or receive information or notices to Galveston County or the Entity:

Galveston County:

Dwight D. Sullivan, County Clerk
Attention: Wendi Fragoso, Chief Deputy of Elections
Galveston County Records and Elections Center
10,000 Emmett F. Lowry, Suite 1152
Texas City, TX 77591

P.O. Box 17253
Galveston, TX 77552-7253
409-770-5108
Email: Wendi.Fragoso@co.galveston.tx.us

Entity:

City of Friendswood
Attn: Leticia Brysch, City Secretary
910 S Friendswood Dr.
Friendswood, TX 77546
281-996-3275
lbrysch@friendswood.com

This contract will be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item.

11. Galveston County Title VI Assurance Clause. Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy Galveston County requires its service providers and contractors to agree that during the performance of this contract the service provider or contractor for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations. During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

- 1) **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of

Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.

- 2) **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- 4) **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
 - a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b) cancellation, termination, or suspension of the contract, in whole or in part.
- 6) **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in

addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Executed this _____ day of _____, 20____.

Galveston County:

Dwight D. Sullivan
County Clerk

Entity:
City of Friendswood

Morad Kabiri
City Manager

Received and Filed:
Galveston County

Hon. Mark Henry
County Judge

Attest:

Dwight D. Sullivan
County Clerk

Date: _____

Date Copy of Agreement Furnished
to County Treasurer: _____

Date Copy of Agreement Furnished
to County Auditor: _____

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: January 6, 2025

Date submitted: 10/03/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Consider authorizing the City Manager to negotiate and execute a Joint Election Agreement with Harris County for the City's General Election to be held on May 3, 2025.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item authorizes the City Manager to negotiate and execute a Joint Election Agreement with Harris County for the City's General Election to be held on May 3, 2025, for the purpose of electing Councilmembers for Position Nos. 4 and 6. The terms of the agreement are similar to those of past agreements and will include the following:

The County will be responsible for:

- voting equipment and supplies for early voting (EV) by personal appearance and mail; and for Election Day (ED);
- polling places for EV and ED, election personnel and set-up of the polling places for EV and ED;
- the appointment of the Early Voting Ballot Board and the employment of staff to program and operate the automatic tabulating equipment;
- the establishment and organization of the Central Counting Station; and
- the Compensation for the election workers, which will be reimbursed, in part, by the City.

The City will be responsible for:

- furnishing the County with a list of race titles in four languages (English, Spanish, Vietnamese and Chinese - traditional);
- furnishing the County with a list of candidate names;
- verifying jurisdictional boundaries and streets;
- preparing, posting and publishing any and all notices required by state law;
- preparing election notices, orders and other election documents; and
- canvassing election results.

Based on last year's election costs, the City is estimating the cost of this election services contract to be in an amount not to exceed \$20,000 and will be paid out of the Municipal Clerk's contracting services line item of the budget.

Approval of this item by the City Council will authorize not only the execution of a joint election agreement with Harris County but also expenditures of up to \$25,000 for the joint election.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Local elections in compliance with state law.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: January 6, 2025

Date submitted: 07/05/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Consider authorizing a Professional Services Agreement for a Master Drainage Plan with Halff and Associates, Inc.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood is advancing flood mitigation efforts through the development of a Comprehensive Master Drainage Plan, a crucial initiative to identify flood risks and establish actionable strategies for reducing flood impacts. This project is funded jointly by a \$735,000 grant from FEMA's Hazard Mitigation Grant Program (HMGP) (DR-4485) and the City's 2019 Drainage Bond Funds. The FEMA grant will provide \$661,500 in federal funds, requiring a \$73,500 local match, with the remaining project costs covered by the drainage bond funds.

Halff Associates, Inc., selected through a competitive RFQ process, will perform the following major tasks as outlined in their proposal:

1. **Community Outreach** – Engage residents and stakeholders through public meetings, a project website, and communication materials.
2. **Study Coordination and Project Management** – Collaborate with City staff and stakeholders to ensure project milestones are met within the 17-month schedule.
3. **Data Collection** – Gather and review drainage data, including GIS integration.
4. **Model Development** – Build and calibrate hydrologic and hydraulic models for existing and future flood risks.
5. **Alternative Development** – Evaluate potential flood mitigation projects, including regional and local solutions.
6. **Drainage Criteria Update** – Revise the City's drainage criteria to reflect modern standards.
7. **Flood Risk Web Map** – Develop a web-based GIS map of flood risk areas.
8. **Study Documentation** – Prepare a comprehensive final report with recommendations and supporting data.

The total project cost is \$1,348,448, with Halff Associates' services to be provided on a time-and-materials basis. Tasks related to modeling and alternative development account for 55% of the total budget, reflecting the technical complexity of the project. The project's funding structure combines the federal grant with the City's 2019 Drainage Bond Funds, ensuring sufficient resources for a more robust and comprehensive plan.

Upon approval, the City will execute the contract and coordinate a kickoff meeting to initiate the 17-month project schedule.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Professional Services Agreement - Halff
2. Certificate of Insurance EXP 08-01-2025
3. Form 1295 - Halff
4. Government Code Verification - Halff

PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Professional Services Agreement (this "Agreement") is entered into by and between the City of Friendswood, Texas (hereinafter called the "City"), a home-rule municipal corporation located in Harris and Galveston Counties, Texas, and Halff Associates, Inc., a Texas corporation (hereinafter called the "Professional"). The City and the Professional are hereinafter referred to as "Parties" or individually as a "Party."

1. Engagement of Professional.

The City hereby engages the Professional and the Professional hereby agrees to perform the "Scope of Services" hereinafter set forth. The City's Director of Engineering or his designee shall act as the City's Representative pursuant to this Agreement. The Professional shall keep a full-time registered engineer licensed in the state of Texas on staff and assigned to the Project for the duration of its performance of the Project. Jason Becker, P.E., CFM, shall act as Professional's project manager pursuant to this Agreement throughout the Project. Any change of Professional's project manager shall require advance written notice to and written approval from the City's Representative.

2. Scope of Services.

The Professional shall perform or cause to be performed engineering services associated with the City of Friendswood Comprehensive Master Drainage Plan Project (the "Project") as more particularly described in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes. The Professional understands that the Project is federally funded with the Federal Emergency Management Agency's Hazard Mitigation Grant Program – Disaster Recovery funds; and, therefore, the Professional agrees to comply with all applicable Federal and State requirements, regulations, executive orders, policies, procedures and directives, including, but not limited to, those specified in Exhibit "B," which is attached hereto and incorporated herein for all intents and purposes.

3. Time of Performance.

The Professional shall perform the services required herein in accordance with the schedule attached hereto as Exhibit "C" and incorporated herein for all intents and purposes. The Professional shall not proceed with the work or any stage thereof until written notice to proceed is provided by the City's Representative. The Professional shall immediately submit to the City in writing evidence of any delay. If reasonably satisfactory to the City's representative, the City may grant in writing an extension of time equal to the period of actual delay.

4. Information and Services.

a. It is agreed that the City shall furnish, without charge, for the purpose of the Agreement, information, data, reports, records, and maps as are existing and available for the carrying out of the work of the Professional as outlined under "Scope of Services"; provided, however, the City makes no representation or warranty regarding the reliability of any such information, data, reports, or maps. The City shall cooperate with the Professional and will, to the extent reasonably practicable, facilitate the performance of the services described in this Agreement.

- b. The Professional shall preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the City and shall promptly provide to the City any contracting information related to this Agreement that is in the custody or possession of the Professional on request of the City's Representative and at no cost to the City. Upon completion of this Agreement, if applicable, the Professional shall provide at no cost to the City "as-builts," as applicable, and all contracting information related to the contract that is in the custody or possession of the Professional. For purposes of this section "contracting information" shall have the meaning ascribed to it in Section 552.003 of the Texas Government Code and as hereinafter amended.

5. Compensation and Method of Payment.

a. Compensation.

It is agreed that total fees for Basic Services for the work as described in Exhibit "A" hereto shall be paid on a time and materials basis and shall not exceed ONE MILLION THREE HUNDRED FORTY-EIGHT THOUSAND FOUR HUNDRED FORTY-EIGHT AND NO/100 DOLLARS (\$1,348,448.00). Such fees are more particularly detailed in Exhibit "D," which is attached hereto and incorporated herein for all intents and purposes.

b. Payment.

The Professional shall invoice the City monthly for its services and charges incurred. The Professional shall invoice based upon total services actually completed during the applicable month. Invoices shall be tendered no more often than once a month. The Professional shall not invoice the City for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice the City for services or expenses shall result in the Professional's invoice being denied and the City being relieved from any liability for payment of the late invoice.

The City agrees to pay the Professional within thirty (30) calendar days of its receipt of the invoice, including all necessary backup information, or service, whichever is later; provided, however, in the event of a disputed or contested invoice, the City, following written notice to the Professional, may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid. After receiving notice, the Professional shall be afforded a reasonable amount of time, not to exceed thirty (30) calendar days, to investigate, refute and/or cure the matter being disputed or contested. It is expressly understood and agreed that the Professional will not charge any interest on any portion of an invoice that is disputed and/or withheld and that the Professional will not suspend services under the Agreement on account of a disputed invoice or on account of monies withheld. All invoices must identify with specificity the work or services performed and the date(s) of such work or services.

The Professional shall pay its subcontractors no later than the tenth day after it receives payment as required under Chapter 2251, Texas Local Government Code.

c. Interest on Delinquent Payments.

Delinquent payments will accrue interest in accordance with Section 2251.025 of the Texas Government Code. All payments will be credited first to principal and then to interest.

6. Records.

The Professional shall keep accurate records, including time sheets and travel vouchers, of all time and expenses allocated to performance of the services performed hereunder. Such records shall be

kept in the office of the Professional for a period of not less than five (5) years from completion of the Project. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. City shall be entitled to review and/or receive copies of such records at no cost within ten (10) days of the City's request.

7. Ownership of Documents.

- a. All documents, including original drawings, estimates, specifications, field notes and data concerning the Project, are the property of the City and shall be tendered to the City prior to final payment hereunder. The Professional may retain reproducible copies of drawings and other documents for its use.
- b. All documents, including drawings prepared by the Professional and/or its subconsultants, are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. While they may be reused by the City, any such reuse without written verification or adaptation by the Professional for the specific purpose intended shall be at the City's sole risk and without liability or legal exposure to the Professional and/or its subconsultants.

8. Insurance.

The Professional shall, at its own expense, purchase, maintain, and keep in force insurance, which shall protect against injury and/or damages which may arise out of or result from operations under this Agreement of the following types and limits:

- a. Workers' Compensation Insurance
 - Statutory Limits
 - Employer's Liability \$500,000
 - Waiver of Subrogation required.
- b. Commercial General Liability
 - General Aggregate: \$2,000,000
 - Products & Completed Operations Aggregate: \$2,000,000
 - Personal & Advertising Injury: \$1,000,000
 - Per Occurrence: \$1,000,000
 - Fire Damage: \$500,000
 - Waiver of subrogation required
 - Coverage shall be broad form
 - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
- c. Commercial Automobile Liability Insurance
 - Combined Single Limits: \$1,000,000
 - Coverage for "Any Auto"
 - Waiver of Subrogation required
- d. Professional Liability (Errors and Omissions)
 - Limit: \$1,000,000 for this Project
 - Coverage shall continue for a minimum of two (2) years after the Professional's assignment under this Agreement is completed.

The Professional's insurance coverage shall be primary insurance with respect to the City, its officials, employees, and agents. Any insurance or self-insurance maintained by the City, its officials, employees, or agents shall be considered in excess of the Professional's insurance and shall not contribute to it. Further, the Professional shall include all subconsultants, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subconsultants and assigns shall be subject to all of the requirements stated herein.

The following shall be applicable to all policies of insurance required herein:

- Insurance carrier for all liability policies must have an A.M. Best Rating of A-:VIII or better.
- Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- Liability policies must be on occurrence form. Professional Liability Insurance can be on claims-made form.
- Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- The City, its officers, agents, and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers' Compensation and Professional Liability Policies required herein.
- Upon request and without cost to the City, certificates of insurance shall be furnished to the City.
- All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of Professional.
- The Professional shall provide copies of insurance certificates required hereunder to the City on or before the effective date of this Agreement and shall ensure that throughout the term of this Agreement, all certificates on file with the City are up-to-date and not expired.

9. Standards of Performance.

- a. The Professional agrees the services it provides, as an experienced and qualified engineer, will be performed with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional licenses. The Professional further agrees that any analysis, reports, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the performance of other services under this Agreement will be pursuant to the standard of performance common in the profession. Approval by the City shall not constitute nor be deemed a release or waiver of the responsibility and liability of the Professional for the accuracy and competency of data, reports, and documents.
- b. The Professional shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. The Professional shall correct such deficiencies without additional compensation.

10. INDEMNIFICATION AND RELEASE.

- a. INDEMNIFICATION.

THE PROFESSIONAL AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF AGREEMENT TO THE EXTENT CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL OR THE PROFESSIONAL'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL (COLLECTIVELY PROFESSIONAL'S PARTIES). IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE PROFESSIONAL AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY PROFESSIONAL TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF PROFESSIONAL'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE PROFESSIONAL'S PARTIES' INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY AND DEFENSE OBLIGATION SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE PROFESSIONAL'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, PROFESSIONAL FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

b. Release.

By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Agreement or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. Professional assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the Parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the Parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Professional's services to be performed hereunder. This release shall apply with respect to Professional's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

c. Subconsultants.

The Professional shall require all of its approved subconsultants to include in their subcontracts a release and indemnity in favor of the City in the same form as above.

11. Address of Notice and Communications.

Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, and addressed to the Party to be notified, with return receipt requested, or by delivering the same to an officer of such Party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited.

For the purpose of notice, the addresses of the Parties shall be as follows unless properly changed as provided for herein below:

City:

City of Friendswood
910 S. Friendswood Drive
Friendswood, Texas 77546
Attn: City Manager

Professional:

Halff Associates, Inc.
14800 St. Mary's Lane, Suite 160
Houston, Texas 77079-2943
Attn: Legal Department
With copies to legallhelp@halff.com

Each Party shall have the right from time to time at any time to change its respective address and each shall have the right to specify a new address, provided that at least fifteen (15) days' written notice is given of such new address to the other Party.

12. Captions.

Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

13. Successors and Assignments.

The City and the Professional each binds themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators and assigns of such other Party, in respect to all covenants of this Agreement. However, neither the City nor the Professional shall assign, sublet, or transfer its interest in this

Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or Professional of any public body which may be a Party hereto.

14. Termination of Agreement for Cause.

If, through any cause, the Professional shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Professional shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Professional of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. Upon delivery of any notice of termination required herein, the Professional shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, the Professional shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the City, the Professional shall also tender to the City's Representative all of the Professional's instruments of service, including all drawings, special provisions, field survey notes, reports, estimates, and any and all other documents or work product generated by the Professional under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by the City. No final payment will be made until all such instruments of service and materials supplied are so tendered.

Notwithstanding the above, the Professional shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Professional, and the City may withhold any payment to the Professional for the purpose of setoff until such time as the exact amount of damages due the City from the Professional is determined. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

15. Termination for Convenience of the City.

The City may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to the Professional. If the Agreement is terminated by the City as provided herein, the Professional shall be paid for the time provided and expenses incurred up to the termination date; provided the Professional has complied with that portion of Paragraph 14 pertaining to tendering a final statement along with all instruments of service to the City. If this Agreement is terminated due to the fault of the Professional, other terms and conditions contained in Paragraph 14 of this Agreement relative to termination shall apply.

16. Changes.

The City may, from time to time, request changes in the scope of the services to be performed by the Professional under this Agreement. Such changes, including any increase or decrease in the amount of the Professional's compensation, which are mutually agreed upon by and between the City and Professional shall be incorporated in written amendments to this Agreement. The City shall not be liable for any additional services performed hereunder unless an amendment to this Agreement for such services is executed prior to the performance thereof.

17. Personnel.

- a. The Professional represents that it has, or shall 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 City.

- b. All of the services required hereunder shall be performed by the Professional or under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, 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 City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
18. Reports and Information.
The Professional shall, at such times and in such forms as the City may require, furnish the City 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.
19. Independent Contractor.
The Professional is an independent contractor and the City neither reserves nor possesses any right to control the details of the services performed by the Professional under the terms of this Agreement.
20. Civil Rights.
The Professional shall comply with applicable requirements of Chapter 106 of the Civil Practice and Remedies Code of the State of Texas, which prohibits discrimination on the grounds of race, religion, color, sex, or national origin, while performing work on behalf of the City. The Professional shall carry out its work under this Agreement in a manner that shall ensure full compliance by the City with such statute and all applicable state and federal laws.
21. Interest of Professional and Employees.
The Professional covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the study area or any parcels therein or any other interests which would conflict in any manner or degree with the performance of its services hereunder. The Professional further covenants that in the performance of this Agreement, no person who has any such interest shall be employed by the Professional.
22. Incorporation of Provisions Required by Law.
Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion upon application by either Party.
23. Governing Law.
This Agreement has been made under and shall be governed by the laws of the State of Texas.
24. Venue.
Any action brought by either Party based on any claim arising under or as a result of this Agreement shall be brought in a court of competent jurisdiction in Galveston County, Texas.
25. Time is of the Essence.
Time is of the essence in this Agreement. Professional shall perform the services herein as expeditiously as is prudent considering the ordinary professional skill and care of a competent

engineer. It is anticipated that all work will be completed within the time as stated in the schedule from the date of execution, and that any delay in the completion of the work described herein shall constitute a breach of this Agreement.

26. No Third-Party Beneficiary.

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Professional and the City only.

27. No Right to Arbitration.

Notwithstanding anything to the contrary contained in this Agreement, the City and the Professional hereby agree that no claim or dispute between the City and the Professional arising out of or relating to this Agreement shall be decided by any arbitration proceeding, including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, the Professional consents to be joined in the arbitration proceeding if the Professional's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.

28. Waiver.

No waiver by either Party to this Agreement of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

29. Complete Agreement.

This Agreement represents the entire and integrated agreement between the City and Professional in regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral, on the subject matter hereof.

30. Severability.

All Parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

31. Ambiguities.

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any Party hereto on the basis that such Party did or did not author the same.

32. Authority.

The officers executing this Agreement on behalf of the Parties hereby represent that such officers have full authority to execute this Agreement and to bind the Party he/she represents.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the ____ day of December, 2024, the date of execution by the City Manager of the City of Friendswood.

City:
CITY OF FRIENDSWOOD, TEXAS

Professional:
HALFF ASSOCIATES, INC.

MORAD KABIRI, City Manager

BY: 
(Signature)

Craig. T. Maske, P.E., CFM

(Printed Name)

Vice President

(Title)

DATE: _____

DATE: December 27, 2024

ATTEST:

ATTEST:

LETICIA BRYSCH, City Secretary



(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Exhibit "A"

SCOPE OF WORK

A. PROJECT INFORMATION

The City is developing a comprehensive master drainage plan to help identify existing and future flood risk within the City and develop projects to set the City up for future funding which will benefit the residents of the City for years to come. The plan will include risk and vulnerability assessment of flood hazard within the City. Included in the assessment will be developing comprehensive analysis of existing flood risk, identifying and prioritizing flood risk reduction strategies, quantifying the implementation costs, and improving public awareness.

1. Goals and Objectives.

The overall goal of the comprehensive master drainage plan is to reduce flood risk and improve resilience within the City by assessing areas of high existing and future flood risk, identifying targeted drainage improvement projects, and outlining project implementation and funding strategies.

As such, the plan's specific objectives include the following:

- Identify project recommendations that consider both regional and local solutions,
- Generate flood risk information for emergency management and flood awareness, and
- Create a roadmap for continued City planning.

2. Study Area.

The study area will include the city limits of Friendswood, Texas. Areas outside the City limits may also be included in the study area if they serve as a contributing drainage area that introduces runoff within the City and need to be appropriately considered in the analysis.

B. SCOPE OF SERVICES

1. **Basic Services:** The Professional shall provide the following scope of services after the City's issuance of a notice to proceed for the Project:

Task 1. Community Outreach. This task involves the Professional's engaging with the community to inform them about the project goals, progress, and recommendations and to solicit their input and feedback throughout the project duration. The Professional shall perform the following subtasks:

a. Citizen Action and Communication Plans.

Develop a plan to identify and engage key community groups and leaders as well as a plan focused on the strategy for communicating the messaging of the project to stakeholders and the public. Summarize opportunities for the public to provide their input and stay informed regarding the project progress and recommendations. Submit draft plans to the City for review and then submit final plans with received comments addressed.

b. Stakeholder Engagement.

Identify key stakeholders and create a stakeholder database. Stakeholders could include City officials, regulatory agencies, surrounding cities, property owners, developers, environmental/community advocacy groups.

- c. Public Involvement.
Organize and facilitate two public meetings to present and overview of the project and collect public comments. Develop public meeting materials in coordination with the City, such as posterboard exhibits and presentations. It is understood that the City will provide guidance and make the ultimate decision about what material is presented. Prepare documentation of the public meetings that summaries the information presented, attendance, and comments received. In addition, The Professional will deliver a presentation at City Council focused on the overall study goals and study approach.
- d. Project Storyboard.
Create and maintain a project website that provides an interactive experience to allow the viewer to understand general project information, discover opportunities to engage during the project, and learn more about the project findings and project recommendations. Coordinate with the City on the final layout and content of the website and prepare final content after addressing comments from the City.
- e. Project Communication Materials.
Prepare project brochures, key messaging documents, project factsheets, and other materials intended to educate the public and stakeholders about the project. Materials could include narrative, tables/figures, and exhibits describing general watershed characteristics, flooding history, summary of existing and future flood risk, description of project recommendations, and anticipated path forward. Provide draft materials to the City to review and provide final versions in native file and PDF formats after addressing one (1) round of City comments.

Task 2. Study Coordination and Project Management.

This task involves the Professional's overall management of project activities, deliverables, and resources as well as the coordination with the City and stakeholders necessary to successfully complete the project.

- a. Project Management and Administration.
Perform general project management and coordination tasks throughout the duration of the project consisting of internal team management and subconsultant management as well as regular coordination with the City and key stakeholders. Specific tasks include:
 - (1) Internal project management including task leadership, internal communication, and data management.
 - (2) Subconsultant management and coordination including contracting, invoicing, review of deliverables, and communication.
 - (3) Administration of the contract, including preparation of invoices and progress reports on monthly basis and requests for authorization as needed. Authorizations will be based on the scope

of services and justification will be provided as needed.

- (4) Preparation and update of a project schedule indicating task durations, critical milestone dates, and deliverable submittal deadlines.
 - (5) Coordinate with Program Manager (Gauge Engineering) on external QA/QC review.
- b. Kickoff Meeting.
Conduct a kickoff meeting with the City and the Professional and its project team to review projects goals, scope of work, and schedule. Discuss deliverables, roles, and expectations.
 - c. City Coordination Meetings.
Prepare for and attend up to eighteen (18) coordination meetings with the City to provide an update on project progress, discuss technical issues, and obtain feedback and guidance. Meetings may be in-person or via Microsoft Teams. This includes preparation of a meeting agenda and any necessary meeting materials. Minutes document the meeting discussion and key meeting decisions will be provided to the City.
 - d. Stakeholder Coordination Meetings.
Prepare for and attend up to six (6) quarterly in-person coordination meetings with stakeholders including the GCCDD and HCFCDD to provide an update on project progress, coordinate on technical issues, and obtain feedback and consensus. This includes preparation of a meeting agenda and any necessary meeting materials. Minutes document the meeting discussion and key meeting decisions will be provided to the City.

Task 3. Data Collection

This task involves the Professional's collection and review of relevant existing data required to successfully complete the project and the creation of a comprehensive GIS database of drainage facilities and other related drainage information.

- a. Request and Collect Data.
Request and collect relevant data from the City and other sources, such as publicly available data from the TWDB or stakeholders such as the GCCDD. Examples of requested data include, but is not limited to, the following list of items:
 - (1) FEMA flood claims and observed High-Water Mark ("HWM") data
 - (2) Existing models (including FEMA effective, HCFCDD MAAPnext, and other project specific modeling encompassing the extents of the City)
 - (3) Precipitation Data – Multi-sensor Precipitation Estimate ("MPE") rainfall from the NWS for Hurricane Harvey, TS Allison, and Hurricane Claudette

- (4) Historical flood complaints and known areas with flooding issues
 - (5) Current City drainage criteria and standards
 - (6) City planning study information, including thoroughfare and land use data
 - (7) Available reports and modeling from previous and ongoing development projects
 - (8) As-built drawings of drainage infrastructure, included collected field survey data
- b. Review Data and Identify Data Needs.
Review the collected data and evaluate the quality, accuracy, and completeness of the information. Consider data required for model development (or updates to available modeling), model calibration, identification of problem areas, and development of flood risk reduction alternatives. Identify any addition data needed to complete the project and then develop and execute a plan to acquire the data.
- c. Field Reconnaissance Visits.
Conduct site visits (two (2) of Professional's personnel per visit) to familiarize the project team with the study area and better understand existing drainage patterns. These site visits will focus on observing existing drainage infrastructure, refining the existing hydrologic analysis and hydraulic models, and providing insight into potential drainage improvements. Site visits will be documented in a Field Observation Report that includes photographs and notes detailing findings.
- d. Field Survey.
Conduct measure down survey for critical storm sewers identified within the data needs task. It is not anticipated that a full survey will be required for this task but obtain enough data to develop the hydraulic model. Information collected will include approximate depth and size of the storm sewers and culverts.
- e. Adjust Data.
Adjust base GIS information to account for collected as-builts, survey, and field reconnaissance. Adjustments may include locations, sizes, material, shape, and invert elevations.
- f. GIS Database.
Compile and organize the collected information into a GIS database and provide to the City.

Task 4. Model Development

This task involves the development and calibration of hydrologic and hydraulic models for multiple frequency events and the assessment of existing and future flood risk throughout the City.

a. Existing Conditions Model Development.

Develop 1D/2D hydraulic and hydrologic models of the existing drainage system including the main trunk lines, streets and overland drainage, ditches and major channels. Models will be based on information collected as part of Task 3. It is anticipated that storm sewer and roadside ditch systems will be modeled using Infoworks ICM with tailwater conditions incorporated at major channels based on the updated HEC-RAS models being developed by the TWDB. Specific tasks include:

- (1) Rainfall will be applied directly to the mesh for areas within the City limits to include overland flow within the hydraulic model. Traditional hydrology will be used for areas outside of the city limits that eventually inflow into the City. Hydrology will be conducted using standard HCFCF methods.
- (2) HEC-RAS models being developed by the TWDB for the Clear Creek watershed will be incorporated where available and applicable
- (3) Develop additional model features such as roughness polygons and breaklines to define the overland flow.
- (4) Include any updated drainage features, such as recently completed detention or channel projects.
- (5) Review and update model parameters, including roughness values, obstructions, and ineffective flow areas, as needed based on site visits and/or aerial imagery. Update flow applications and adjust tailwater conditions to appropriately account for Clear Creek and the FEMA modeled tributaries.

b. Historical Storm Analysis and Validation.

Conduct an analysis of three historical storms including Hurricane Harvey, Tropical Storm Allison, and Hurricane Claudette. Perform a validation effort to obtain a reasonable match between estimated and observed data. Specific tasks include:

- (1) Apply the Multi-sensor Precipitation Estimate ("MPE") rainfall data to the updated existing conditions hydrologic model. Compare data to local rain gauges to confirm validity.
- (2) Simulate hydraulic and hydrologic models for each of the storm events and compare results to available information such as discharge and stage gages, high water marks, flooding photos, flooded structure data, and other flooding information provided by the City.
- (3) Adjust model parameters and inputs to gain reasonable match between existing and observed information. Adjustments may include hydrologic loss parameters, roughness values, or 2D

model geometry.

- c. Frequency Storm Simulations.
Simulate existing conditions using the validated hydrologic and hydraulic models for the 2, 5, 10, 25, 100, and 500-year storm events. Review models result to verify their reasonableness. Prepare mapping showing inundation extents and depths.
- d. Future Conditions Hydrology.
Develop an approach for evaluating future conditions based on projected land use changes, population growth, and climate change scenarios. Update the existing conditions hydrology (adjust hydrologic analysis parameters) to simulate future conditions utilizing available population growth projections, anticipated local growth/development patterns, and local drainage criteria among other information. Execute the hydrologic models for the same six (6) frequency storms and review the results as described in Task 4.b.
- e. Future Conditions Hydraulics.
Using the future hydrology developed as part of Task 4D, update the existing hydraulic model to reflect future conditions, including revising flow applications and other model parameters. Simulate models for the future conditions storm events. Review models result to verify their reasonableness. Prepare mapping showing inundation extents and depths.
- f. Existing and Future Flood Risk Assessment.
Analyze the model results and identify high risk areas for both existing and future conditions to identify flood focus areas throughout the entire City. Discuss metrics and weighting factors to use with the City, which may include structural flooding, roadway flooding, impacted critical facilities, and affected population for both existing and future flooding conditions. Approximate existing Level of Service and summarize the flood risk exposure in tabular and graphic formats. Present typical flood risk metrics, such as number of flooded structures, inundated acreage, and miles of roadway inundated for each storm event. Identify up to fifteen (15) focus areas for future project planning and classify areas based on potential project solutions.
- g. Internal QA/QC.
Perform internal QA/QC and address review comments accordingly.

Task 5. Project Development

This task involves the development and evaluation of alternatives to mitigate existing and future flood risk with a focus on outlining implementation strategies.

- a. Review Planned/Ongoing Projects.
Review planned or ongoing drainage improvements project in the study area and assess their impact on reducing flood risk and addressing drainage issues in identified problem areas.
- b. Develop Alternative Concepts and Assess Feasibility.

Develop and screen alternative concepts to address the remaining flood risk and problem areas, focusing on both riverine and urban flooding. Consider structural, non-structural, and green infrastructure solutions. Develop screening criteria in conjunction with the City and assess the feasibility and effectiveness of each alternative concept. Identify alternative concepts that should be further evaluated using detailed H&H modeling.

c. Develop Alternative Modeling.

Using the final existing conditions hydraulic model as a starting point, develop modeling that incorporates the proposed alternatives. Evaluate the effectiveness of the proposed improvements by comparing flows, water surface elevations, and inundation limits. Changes in peak flow and water surface elevations will be evaluated throughout the entire model to check for adverse impacts.

d. Alternative Screening/Project Identification.

Compare and rank the alternative concepts based on the model results and other criteria, such as estimated cost, expected benefits, potential impacts, and design/construction challenges. Present a summary of the alternative metrics and rankings to the City and incorporate input from the City, the public, and stakeholders. Identify the most practical and effective alternative concepts and develop a list of up to fifteen (15) individual flood risk reduction projects.

e. Cost Estimates.

Prepare conceptual cost estimates for each proposed project. Cost estimates will include 30% contingency. Cost estimates will be performed by the Professional's subconsultants and will be reviewed by the Professional.

f. Project Prioritization and Implementation.

Finalize up to fifteen (15) project recommendations. Prepare brief descriptions, a summary of key project facts, and a potential path forward towards implementation for each project. Specific tasks include:

- (1) Identify project right-of-way needs, environmental constraints, mitigation requirements, utility challenges, and other potential issues that may affect implementation. Outline critical next step items to move projects into design and construction. Consider short- term and long-term implementation strategies as well as partnership opportunities.
- (2) Identify potential funding opportunities for the proposed projects and evaluate funding source requirements, funding timelines, and applicability to specific funding programs.
- (3) Develop a prioritization process, including criteria and weights factors, with input from the City and key stakeholders. Use the prioritization methodology to rank up to fifteen (15) projects.

- (4) Present a summary of proposed projects to the City and incorporate input from the City, the public, and stakeholders to create a final ranked project list.

- g. Internal QA/QC.
Perform internal QA/QC and address review comments accordingly.

Task 6. Drainage Criteria Update

This task involves the review and update of drainage design criteria and standards for the City based on best industry and regional practices, feedback from the City, and assessment of future planning needs as part of this project.

- a. Review Existing Drainage Criteria.
Review and evaluate existing City drainage design criteria, drainage study requirements, and standards related to topics including, but not limited to, rainfall, runoff, detention, conveyance, and water quality.
- b. Identify Drainage Criteria Needs and Gaps.
Identify needs and gaps in the current criteria and standards based on existing and future drainage challenges and opportunities and updated drainage criteria from surrounding communities.
- c. Develop Drainage Criteria Recommendations.
Develop recommendations and present to the City via workshops to discuss final recommendations.
- d. Prepare Drainage Criteria.
Prepare and submit revised drainage criteria to be incorporated within the existing design criteria manual. Address comments from the City on the draft criteria and submit final criteria.

Task 7. Flood Risk Web Map

This task involves the development and implementation of a flood risk web map for the City to provide flood information and alerts to City staff and the public.

- a. Develop Flood Risk GIS Database.
Develop an initial hosted enterprise GIS database using existing GIS data, such as political boundaries, parcel data, land use data, and drainage utility data. The Professional will present the geodatabase to the City to ensure that information being represented is correct and there is concurrence on the organization and content of the geodatabase.
- b. Develop Web Map.
Develop a web map that visualizes both general GIS data for the City as well as inundation results from the modeling developed as part of this project. The web map will have both internal (for City use only) and external (for public use) components. Troubleshoot technical issues and verify the web map is performing as intended. Web map hosting fees are included for the first year from the contract signing date and then cost SEVEN THOUSAND AND NO/100 DOLLARS (\$7,000.00) per year after that.

- c. Provide Training and Support.
Provide a half-day training session for the City that provides an overview of the web map, including information provided and basic use.

Task 8. Study Documentation

This task involves the preparation of a document summarizing the project assumptions, methodology, and recommendations in a comprehensive and concise report. A submittal package of final deliverables to the City will also be prepared.

- d. Report Outline.
Prepare and submit a report outline detailing the report organization, contents, and format as well as an exhibit template for review by the City. Address one (1) round of comments and prepare a final report outline and exhibit template.
- e. Draft Report.
Prepare and submit a draft report that consists of an executive summary, narrative and tables/figures, and supporting documentation such as exhibits and appendices. Perform internal QA/QC on the draft report.
- f. Final Report.
Update the draft report based on comments received from the City and key stakeholders. Prepare and submit a revised report to the City for final review. Address one (1) round of comments and prepare a final report to be included as part of a final submittal package. Perform internal QA/QC on the final report.
- g. Final Submittal Package.
Prepare a final submittal package that includes the final report and all digital supporting data along with other deliverables from specific tasks. Perform internal QA/QC on the final submittal package.

Project Deliverables.

- 1 Community Engagement.
 - a. Citizen Action and Communication Plans including the stakeholder database.
 - b. Project website.
 - c. Public meeting and stakeholder engagement documentation.
- 2 Study Coordination and Project Management.
 - a. Project schedule.
 - b. Monthly invoices and progress reports.
 - c. Coordination meeting materials, agendas, and minutes.

- 3 Draft and final document for the design criteria manual update.
- 4 Draft Comprehensive Drainage Plan report including exhibits and appendices delivered digitally.
- 5 Five (5) hard copies and a digital version of the final report will be submitted to the City after all comments on the draft report have been addressed. The digital version of the final report, including exhibits and appendices, will be provided as a PDF with bookmarks.
- 6 Digital data to be submitted:
 - a. Field survey drawings, text files, and field notes.
 - b. GIS data collection database (including data description, date, and source).
 - c. Existing conditions H&H models and inundation mapping.
 - d. Future conditions H&H models and inundation mapping.
 - e. Proposed project H&H models and inundation mapping.
 - f. Hydrologic parameter calculation spreadsheets.
 - g. Proposed project cost estimates spreadsheets.
 - h. Benefit Cost analysis spreadsheets.

2. Additional Services:

The City shall not be responsible or liable for any additional services performed by the Professional unless such additional services have been approved in writing prior to the performance of the same. The Professional will perform additional services at a price agreed upon by the Parties in writing prior to the performance of such services.

Exhibit "B"

REQUIRED CONTRACT PROVISIONS

The following contract provisions are included in this Agreement, where applicable, pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, and the Professional shall comply with each such provision. Violations will be referred to the proper authority in the applicable jurisdiction. Additionally, the Professional is required to include the provisions below in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subconsultants performing work under this Agreement. All required provisions applicable to the Project by federal, state, or local law or regulation shall be deemed to have been set forth herein in full.

For purposes of these provisions, the Professional may also be referred to as "contractor" or "prime contractor," and the City of Friendswood may also be referred to as "subrecipient." The Parties agree that should there be a conflict between this Exhibit "B" and the terms of the Agreement that the most stringent provision shall control, as determined by the City.

Contract Terms

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14.	Equal Opportunity Clause.....	5
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17.	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).....	7
18.	Clean Air Act (42 U.S.C. 7401-76719.1 and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.	8
19.	Federal Water Pollution Control Act.	8
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21.	Domestic Preferences for Procurements (2 C.F.R. § 200.322).....	8
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1. Termination of Agreement for Cause.

If the Professional fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Professional violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Professional 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 Professional pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Professional 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 Professional shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Professional, and the City may offset the damages it incurred as a result of the Professional's breach of the Agreement from any amounts it might otherwise owe the Professional.

2. Termination for Convenience of the City.

City may at any time and for any reason terminate Professional's services and work at City's convenience upon providing written notice to the Professional specifying the extent of termination and the effective date. Upon receipt of such notice, Professional 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.

Upon such termination, Professional 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 Professional as are permitted by the prime contract and approved by City. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Professional prior to the date of the termination of this Agreement. The Professional shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

3. Changes.
The City may, from time to time, request changes in the services the Professional will perform under this Agreement. Such changes, including any increase or decrease in the Professional's compensation, must be agreed to by all Parties and finalized through a signed, written amendment to this Agreement.
4. 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 Federal Emergency Management Agency's ("FEMA") Hazard Mitigation Grant Program – Disaster Recovery 4485-0223 ("HMGP-DR") 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 may first agree to try in good faith to settle the matter by mediation before resorting to litigation, or some other dispute resolution procedure. If the Parties agree to mediate, the Parties shall bear the costs of such mediation equally. If the matter is not resolved within 60 days of the initiation to negotiate or after any third-party mediation, either Party may proceed to file suit.
5. Personnel.
 - a. The Professional 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 City.
 - b. All of the services required hereunder will be performed by the Professional 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 City. 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. Assignability.
The Professional shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; provided, however, that claims for money by the Professional from the City 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 City.
7. Reports and Information.
The Professional, at such times and in such forms as the City may require, shall furnish the City 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. The Professional shall collect, transmit and store all reports and information pertaining to the Project in accordance with 2 C.F.R. § 200.336.
8. Records, Access, and Audits.
 - a. Records.

The Professional shall maintain all records, including, but not limited to, financial records, supporting documents, statistical records and all other records pertinent to the Project in a manner that conforms to 2 C.F.R. §§ 200.300-.309, 24 C.F.R. §§ 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. The Professional shall retain such records, and any supporting documentation, for the greater of three (3) years from closeout of the Agreement (after the City makes its final payment and all pending matters are closed) or the period required by other applicable laws and regulations, including, but not limited to, 2 C.F.R. § 200.334.

b. Access to Records.

- (1) The Professional agrees to provide FEMA, Inspectors General, the Comptroller General of the United States, the Texas Division of Emergency Management ("TDEM"), and the City, or any of their authorized representatives access to any documents, papers, and records of the Professional which are directly pertinent to the HMGP-DR award and/or this Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions.
- (2) The Professional 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 Professional agrees to provide FEMA, TDEM, or their authorized representatives access to the worksites pertaining to the work being completed under this Agreement.

c. Audits.

In compliance with the Disaster Recovery Act of 2018, the City and the Professional acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9. Findings Confidential.

All of the reports, information, data, etc., prepared or assembled by the Professional under this Agreement are confidential, and the Professional agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

10. 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 Professional.

11. Compliance with Local Laws.

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

12. Conflicts of Interest.

a. Disclosure.

The Professional must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. The Professional shall not use funds to directly or

indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Professional becomes aware of facts that require the statement to be filed.

b. Governing Body.

No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of HMGP-DR award between TDEM and the City, shall have any personal financial interest, direct or indirect, in the Professional or this Agreement; and the Professional shall take appropriate steps to assure compliance.

c. 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 HMGP-DR award between TDEM and the City, shall have any personal financial interest, direct or indirect, in the Professional or this Agreement; and the Professional shall take appropriate steps to assure compliance.

d. The Professional and Employees.

The Professional warrants and represents that it has no conflict of interest associated with the HMGP-DR award between TDEM and the City or this Agreement. The Professional further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the HMGP-DR award between TDEM and the City or in any business, entity, organization or person that may benefit from the award. The Professional further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689).

The Professional 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 Professional. The Professional 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. Equal Opportunity Clause.

a. During the performance of this contract, the Professional agrees as follows:

- (1) The Professional will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Professional 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 Professional 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 Professional will, in all solicitations or advertisements for employees placed by or on behalf of the Professional, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Professional will not discourage 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 Professional 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 Professional's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Professional 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.
- (6) The Professional 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 Professional'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 Professional 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 Professional will include the portion of the sentence immediately preceding paragraph (a) 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 Professional 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 the Professional becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Professional may request the United States to enter into such litigation to protect the interests of the United States.

15. Davis-Bacon Act.

The Professional recognizes that the prime construction contract for this Project must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be 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. In addition, contractors must be required to pay wages not less than once a week. The Professional shall ensure that a copy of the current prevailing wage determination issued by the Department of Labor is included in each solicitation under this Agreement. The Professional's recommendation to award a contract or subcontract must be based upon the acceptance of the wage determination. The Professional shall report all suspected or reported violations to the City. The Professional shall report to the City in writing all suspected or reported violations to the City. The Professional understands that the City will, in turn, report each violation, as required, to FEMA.

16. Copeland "Anti-Kickback" Act.

The construction contract for this Project must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Professional shall report in writing all suspected or reported violations to the City. The Professional understands that the City will, in turn, report each such violation, as required, to FEMA and TDEM.

17. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

The construction contract for this Project must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5) and 2 C.F.R. Appendix II to part 200 (E). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in

surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. If Professional becomes aware of any violation of this legislation, the Professional shall notify the City in writing. The Professional understands that the City will, in turn, report each such violation, as required, to FEMA and/or TDEM, as applicable.

18. Clean Air Act (42 U.S.C. 7401-76719.1 and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

The construction contract for the Project must contain a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-76719) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). If Professional becomes aware of any violation of these standards, orders, regulations, or laws, the Professional must report such violation to the City in writing. The Professional understands that the City will, in turn, report each such violation, as required, to FEMA and/or TDEM, as applicable.

19. Federal Water Pollution Control Act..

The construction contract for the Project must contain a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. If Professional becomes aware of any violation of these standards, orders, regulations, or laws, the Professional must report such violation to the City in writing. The Professional understands that the City will, in turn, report each such violation, as required, to FEMA and/or TDEM, as applicable.

20. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

In the construction contract for the Project, the contractor will be required to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 C.F.R. 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 guideline. If Professional becomes aware of any violation of these acts, the Professional must report such violation to the City in writing. The Professional understands that the City will, in turn, report each such violation, as required, to FEMA and/or TDEM, as applicable.

21. Domestic Preferences for Procurements (2 C.F.R. § 200.322).

a. The Professional understands that as appropriate and to the extent consistent with law and to the greatest extent practicable under a Federal award, the City is required to provide 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). This preference requirement must be included in all subawards including all contracts and purchase orders for work or products for the Project. As such, in making its recommendation to the City for the award of a contract, the Professional shall take this preference under consideration.

b. For purposes of this section:

- (1) "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.
 - (2) "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.
 - (3) Iron and steel products, manufactured products, and construction materials) used in this project comply with the Build America, Buy America Act (BABA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58.
22. Prohibition on Contracting for Covered Telecommunications Equipment or Services.
The Professional understands and agrees that no portion of the design of the Project shall be designed to conflict with Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NOAA) and/or 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).
23. Whistleblower Protection Act.
 - a. The Professional, its subconsultants, and employees working on this Project shall be subject to 41 U.S. Code § 4712, which requires that an employee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.
 - b. The Professional shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Professional shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.
24. 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.
25. Section 504 of the Rehabilitation Act of 1973, as amended.
The Professional 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.
26. Age Discrimination Act of 1975.

The Professional 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.

27. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

The Professional 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 Professional shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

28. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Professionals.

- a. The Parties agree to 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:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - (3) 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;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
 - (5) 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
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

29. Patent Rights and Inventions.

- a. The Professional 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 C.F.R. 200 Appendix II (f) and Rights to Inventions in 37 C.F.R. Part 401).

- b. *Rights to Inventions Made Under a Contract or Agreement* - If the Federal award meets the definition of "funding agreement" under 37 C.F.R. §401.2 (a) and the Professional wishes to enter into a contract with a small business or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," compliance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Professionals Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations or standards issued by TDEM and the City shall be required. (2 C.F.R. 200 Appendix II (f), Rights to Inventions).

30. Energy Efficiency.

The Professional shall ensure that its designs 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 C.F.R. 200 Appendix II (h)).

31. State Law Requirements.

a. Form 1295.

The Professional will provide a completed Form 1295 generated by the Texas Ethics Commission's electronic filing application in accordance with the provisions of Section 2252.908, Texas Government Code, as amended, and the rules promulgated by the Texas Ethics Commission ("Form 1295"), in connection with entry into this Agreement. Upon receipt of the Professional's Form 1295, the City agrees to acknowledge the Professional's Form 1295 through its electronic filing application. The City and the Professional understand and agree that, with the exception of information identifying the Professional and the contract identification number, the City is not responsible for the information contained in the Professional's Form 1295 and the City has not verified such information.

b. Iran, Sudan and Foreign Terrorist Organizations.

The Professional represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and excludes the Professional and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Professional understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Professional and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this paragraph shall survive termination of the Agreement until the statute of limitations has run.

c. Anti-Boycott Verification.

The Professional hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code. As used in the foregoing 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. The Professional understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Professional and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this paragraph shall survive termination of the Agreement until the statute of limitations has run.

d. Petroleum.

The Professional hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the Agreement term. The foregoing verification is made solely to enable the City to comply with such Section. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, 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 with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (b) does business with a company described by (a) above. The Professional understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Professional within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this paragraph shall survive termination of the Agreement until the statute of limitations has run.

e. Firearms.

The Professional hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the Term against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the City to comply with such section. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association": (a) means, with respect to the firearm entity or firearm trade association, to: (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (b) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to

terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (a) "firearm entity" means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (b) "firearm trade association" means a person, corporation, unincorporated association, federation, business league, or business organization that: (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual); (ii) has two or more firearm entities as members; and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Professional understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Professional within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this paragraph shall survive termination of the Agreement until the statute of limitations has run.

32. DHS Seal, Logo, and Flags.

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

33. No Obligation by Federal Government.

The Federal Government is not a party to this Agreement 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 Agreement.

34. Program Fraud and False or Fraudulent Statements or Related Acts.

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

Exhibit "C"

SCHEDULE

The Professional shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Project Schedule by Task	Calendar Days to Complete
Task 1: Community Outreach	
Task 2. Study Coordination and Project Management	
Task 3. Data Collection	
Task 4. Model Development	
Task 5. Alternative Development	
Task 6. Drainage Criteria Update	
Task 7. Flood Risk Web Map	
Task 8. Study Documentation	

The Professional's obligation to render services hereunder will be considered complete when the City has accepted all of the deliverables referenced in Exhibit "A."

Exhibit "D"

COMPENSATION

Basic Services

Services required under this Agreement, including all reimbursable expenses, shall be provided at a cost not to exceed ONE MILLION THREE HUNDRED FORTY-EIGHT THOUSAND FOUR HUNDRED FORTY-EIGHT AND NO/100 DOLLARS (\$1,348,448.00)). Fees will be calculated upon a time and materials basis using the fee schedule below and shall not exceed the following for any particular task:

Task Description	Cost Not To Exceed
Task 1: Community Outreach	\$ 148,105
Task 2. Study Coordination and Project Management	\$ 134,040
Task 3. Data Collection	\$ 128,653
Task 4. Model Development	\$ 380,705
Task 5. Alternative Development	\$ 360,494
Task 6. Drainage Criteria Update	\$ 90,854
Task 7. Flood Risk Web Map	\$ 21,840
Task 8. Study Documentation	\$ 83,757
Total Project Cost Not To Exceed	\$1,348,448

Task Description	Professional's Cost Not to Exceed (NTE)	Subconsultant Garver (Lump Sum)	Subconsultant Torres (Lump Sum)	Subconsultant Hollaway (Lump Sum)	Total Combined NTE
Task 1: Community Outreach	\$36,840.00	\$0.00	\$0.00	\$111,265	\$148,105
Task 2. Study Coordination and Project Management	\$100,640.00	\$21,912.00	\$11,488.00	\$0.00	\$134,040
Task 3. Data Collection	\$120,320.00	\$8,333.00	\$0.00	\$0.00	\$128,653
Task 4. Model Development	\$250,840.00	\$75,401.00	\$0.00	\$0.00	\$380,705
Task 5. Alternative Development	\$225,300.00	\$112,722.00	\$54,464.00	\$0.00	\$360,494
Task 6. Drainage Criteria Update	\$70,360.00	\$20,494.00	\$22,472.00	\$0.00	\$90,854
Task 7. Flood Risk Web Map	\$21,840.00	\$0.00	\$0.00	\$0.00	\$21,840
Task 8. Study Documentation	\$65,120.00	\$8,275.00	\$10,362.00	\$0.00	\$83,757
Total Project Cost Not To Exceed	\$891,260.00	\$247,137.00	\$98,786.00	\$111,265.00	\$1,348,448

Professional's Hourly Rate Schedule

Title	Hourly Rate
Project Principal	\$330.00
Project Manager	\$260.00
Senior Engineer	\$200.00
Graduate Engineer	\$150.00
GIS Assistant	\$120.00
Administrative Assistant	\$85.00
Senior GIS Analyst	\$170.00
2-Person Survey Crew	\$150.00

Exhibit "D"

COMPENSATION

Additional Services

The Professional will perform additional services at a price agreed upon by the Parties in writing prior to the performance of such services. The City shall not be responsible or liable for any additional services performed by the Professional unless such additional services have been approved in writing by the City prior to the performance of the same.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: January 6, 2025

Date submitted: 09/10/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Consider authorizing a Professional Services Agreement with WSB for implementation services related to the Annalea Neighborhood Infrastructure Project, funded by the Texas General Land Office through the Texas CDBG-MIT Regional Mitigation Program's Method of Distribution Development (CDBG MIT-MOD) Program.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood is undertaking the Annalea Neighborhood Infrastructure Project to address persistent flooding, improve water infrastructure, and enhance mobility for residents in the Annalea Subdivision. The project is funded by the Community Development Block Grant – Mitigation (CDBG-MIT) Program, administered by the Texas General Land Office (GLO), under Contract No. 24-065-030-E485.

The Professional Services Agreement with WSB will provide comprehensive engineering services to ensure the successful implementation of the project, including:

- Design development and engineering.
- Construction management.
- Addressing unforeseen challenges such as utility conflicts or drainage modifications.

Project Scope Highlights:

- Replacement and upsizing of storm sewers and water lines.
- Reconstruction of streets and sidewalks, including ADA-compliant wheelchair ramps.
- Enhancements to mobility and flood mitigation for the area encompassing Virginia Lane and Ella Court in the Annalea Subdivision.

The agreement with WSB totals \$327,772.34. While the majority of the cost will be funded by the CDBG-MIT Program, the remaining \$38,686.34 will be supported through supplemental local funding, ensuring full compliance with grant guidelines and complete coverage of project costs.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Professional Services Agreement - WSB
2. Form 1295 - WSB
3. Government Code Verification - WSB

PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Professional Services Agreement (this "Agreement") is entered into by and between the City of Friendswood, Texas (hereinafter called the "City"), a home-rule municipal corporation located in Harris and Galveston Counties, Texas, and WSB LLC, a Minnesota limited liability company (hereinafter called the "Professional"). The City and the Professional are hereinafter referred to as "Parties" or individually as a "Party."

1. Engagement of Professional.

The City hereby engages the Professional and the Professional hereby agrees to perform the "Scope of Services" hereinafter set forth. The City's Director of Engineering or his designee shall act as the City's Representative pursuant to this Agreement. The Professional shall keep a full-time registered engineer licensed in the state of Texas on staff and assigned to the Project for the duration of its performance of the Project. Craig Hutson shall act as Professional's project manager pursuant to this Agreement throughout the Project. Any change of Professional's project manager shall require advance written notice to and written approval from the City's Representative.

2. Scope of Services.

The Professional shall perform or cause to be performed engineering services associated with the reconstruction of approximately 965 feet of pavement on Virginia Lane (both north and south of Mary Ann Drive) and 385 feet of pavement on Ella Court together with associated sidewalk, drainage and utility improvements (the "Project") as more particularly described in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes. The Professional understands that the Project is federally funded with Community Development Block Grant Mitigation Funds; and, therefore, the Professional agrees to comply with all applicable Federal and State requirements, including, but not limited to, those specified in Exhibit "B," which is attached hereto and incorporated herein for all intents and purposes.

3. Time of Performance.

The Professional shall perform the services required herein in accordance with the schedule attached hereto as Exhibit "C" and incorporated herein for all intents and purposes. The Professional shall not proceed with the work or any stage thereof until written notice to proceed is provided by the City's Representative.

4. Information and Services.

a. It is agreed that the City shall furnish, without charge, for the purpose of the Agreement, information, data, reports, records, and maps as are existing and available for the carrying out of the work of the Professional as outlined under "Scope of Services"; provided, however, the City makes no representation or warranty regarding the reliability of any such information, data, reports, or maps unless specified otherwise in writing. The City shall cooperate with the Professional and will, to the extent reasonably practicable, facilitate the performance of the services described in this Agreement.

b. The Professional shall preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the City and shall promptly provide to the City any contracting information related to this Agreement that is in the custody or possession of the Professional on request of the City's Representative and at no

cost to the City. Upon completion of this Agreement, the Professional shall provide at no cost to the City "as-builts," as applicable, and all contracting information related to the contract that is in the custody or possession of the Professional. For purposes of this section "contracting information" shall have the meaning ascribed to it in Section 552.003 of the Texas Government Code and as hereinafter amended.

5. Compensation and Method of Payment.

a. Compensation.

It is agreed that total fees for Basic Services for the work as described in Exhibit "A" hereto shall be the lump sum amount of TWO HUNDRED FORTY-NINE THOUSAND ONE HUNDRED FIFTY-ONE 04/100 DOLLARS (\$249,151.04) plus ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS reimbursable expenses. The total compensation is more particularly detailed in Exhibit "D," which is attached hereto and incorporated herein for all intents and purposes.

b. Payment.

The Professional shall invoice the City after the Professional's completion of and the City's acceptance of each grant milestone. All invoices shall include all necessary backup information. Invoices shall be tendered in accordance with the following schedule:

Action	Deliverable	Lump Sum Percentage Eligible for Payment
Commencement of Preliminary Engineering & 30% Conceptual Design Phase Services	Executed Agreement	0 – 30%
Completion of Detailed Design Phase Services	Complete signed and sealed 100% construction plans in PDF format	30.01% – 60%
Commencement of Bidding Phase Services	First published bid notice and publisher's affidavit	60.01% – 70%
Commencement of Construction Phase	Signed NTP	70.01% – 85%
Completion of Construction Phase Services	Signed and sealed complete "As-Built Plans in PDF format; Executed COCC accepted by the GLO; signed FWCR accepted by the GLO.	85.01% – 100%

The Professional may receive up to the above-referenced percentage of the lump sum amount specified in Subsection a of this section after deliverables are submitted to and approved by the Texas General Land Office (the "GLO"). The City agrees to pay the Professional within three (3) business days of receiving grant funds from the Comptroller of the State of Texas.

It is expressly understood and agreed that the Professional will not charge any interest on any portion of an invoice that is disputed and/or withheld and that the Professional will not suspend services under the Agreement on account of a disputed invoice or on account of monies withheld. All invoices must identify with specificity the work or services performed and the date(s) of such work or services.

The Professional shall pay its subcontractors no later than the tenth day after it receives payment as required under Chapter 2251, Texas Local Government Code.

c. Interest on Delinquent Payments.

Delinquent payments will accrue interest in accordance with Section 2251.025 of the Texas Government Code. All payments will be credited first to principal and then to interest.

6. Records.

The Professional shall keep accurate records, including time sheets and travel vouchers, of all time and expenses allocated to performance of the services performed hereunder. Such records shall be kept in the office of the Professional for a period of not less than five (5) years from completion of the Project. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. City shall be entitled to review and/or receive copies of such records at no cost within ten (10) days of the City's request.

7. Ownership of Documents.

a. All documents, including original drawings, estimates, specifications, field notes and data concerning the Project, are the property of the City and shall be tendered to the City prior to final payment hereunder. The Professional may retain reproducible copies of drawings and other documents for its use.

b. All documents, including drawings prepared by the Professional and/or its subconsultants, are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. While they may be reused by the City, any such reuse without written verification or adaptation by the Professional for the specific purpose intended shall be at the City's sole risk and without liability or legal exposure to the Professional.

8. Insurance.

The Professional shall, at its own expense, purchase, maintain, and keep in force insurance, which shall protect against injury and/or damages which may arise out of or result from operations under this Agreement of the following types and limits:

a. Workers' Compensation Insurance

- Statutory Limits
- Employer's Liability \$500,000
- Waiver of Subrogation required.

b. Commercial General Liability

- General Aggregate: \$2,000,000
- Products & Completed Operations Aggregate: \$2,000,000
- Personal & Advertising Injury: \$1,000,000
- Per Occurrence: \$1,000,000
- Fire Damage: \$500,000
- Waiver of subrogation required
- Coverage shall be broad form
- No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

- c. Commercial Automobile Liability Insurance
 - Combined Single Limits: \$1,000,000
 - Coverage for "Any Auto"
 - Waiver of Subrogation required
- d. Professional Liability (Errors and Omissions)
 - Limit: \$1,000,000 per claim and in the aggregate
 - Coverage shall continue for a minimum of two (2) years after the Professional's assignment under this Agreement is completed.

The Professional's insurance coverage, except for professional liability, shall be primary insurance with respect to the City, its officials, employees, and agents. Any insurance or self-insurance maintained by the City, its officials, employees, or agents shall be considered in excess of the Professional's insurance and shall not contribute to it. Further, the Professional shall include all subconsultants, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subconsultants and assigns shall be subject to all of the requirements stated herein.

The following shall be applicable to all policies of insurance required herein:

- Insurance carrier for all liability policies must have an A.M. Best Rating of A-:VIII or better.
- Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- Liability policies must be on occurrence form. Professional Liability Insurance can be on claims-made form.
- Each insurance policy shall be endorsed to state that coverage shall not canceled in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- If coverage is suspended, voided, or reduced in coverage or in limits, the Professional shall notify the City in writing prior thereto via certified mail, return receipt requested.
- The City, its officers, agents, and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers' Compensation and Professional Liability Policies required herein.
- Upon request and without cost to the City, certificates of insurance shall be furnished to the City.
- All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of Professional.
- Professional shall provide copies of insurance certificates required hereunder to the City on or before the effective date of this Agreement and shall ensure that throughout the term of this Agreement, all certificates on file with the City are up-to-date and not expired.

9. Standards of Performance.

- a. The Professional agrees the services it provides, as an experienced and qualified architect/engineer, will be performed with the professional skill and care ordinarily provided by competent architects/engineers practicing under the same or similar circumstances and professional licenses. The Professional further agrees that any analysis, reports, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the performance of other services under this Agreement will be pursuant to the standard of performance common in the profession. Approval by the City shall not constitute nor be deemed a release or waiver of the

responsibility and liability of the Professional for the accuracy and competency of data, reports, and documents.

- b. The Professional shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. The Professional shall correct such deficiencies without additional compensation.

10. INDEMNIFICATION AND RELEASE.

a. INDEMNIFICATION.

THE PROFESSIONAL AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF AGREEMENT TO THE EXTENT CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL OR THE PROFESSIONAL'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL (COLLECTIVELY PROFESSIONAL'S PARTIES). IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE PROFESSIONAL AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY PROFESSIONAL TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF PROFESSIONAL'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE PROFESSIONAL'S PARTIES' INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY AND DEFENSE OBLIGATION SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE PROFESSIONAL'S PARTIES. IN

THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, PROFESSIONAL FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

b. Release.

By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Agreement or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. Professional assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the Parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the Parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Professional's services to be performed hereunder. This release shall apply with respect to Professional's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

c. Subconsultants.

The Professional shall require all of its approved subconsultants to include in their subcontracts a release and indemnity in favor of the City in the same form as above.

11. Address of Notice and Communications.

Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, and addressed to the Party to be notified, with return receipt requested, or by delivering the same to an officer of such Party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited.

For the purpose of notice, the addresses of the Parties shall be as follows unless properly changed as provided for herein below:

City:
City of Friendswood
910 S. Friendswood Drive
Friendswood, Texas 77546
Attn: City Manager

Professional:
WSB LLC
11700 Katy Fwy, Suite 300
Houston, Texas 77079
Attn: Managing Member

Each Party shall have the right from time to time at any time to change its respective address and each shall have the right to specify a new address, provided that at least fifteen (15) days' written notice is given of such new address to the other Party.

12. Captions.

Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

13. Successors and Assignments.

The City and the Professional each binds themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators and assigns of such other Party, in respect to all covenants of this Agreement. However, neither the City nor the Professional shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or Professional of any public body which may be a Party hereto.

14. Termination of Agreement for Cause.

If, through any cause, the Professional shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Professional shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Professional of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. Upon delivery of any notice of termination required herein, the Professional shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, the Professional shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the City, the Professional shall also tender to the City's Representative all of the Professional's instruments of service, including all drawings, special provisions, field survey notes, reports, estimates, and any and all other documents or work product generated by the Professional under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by the City. No final payment will be made until all such instruments of service and materials supplied are so tendered.

Notwithstanding the above, the Professional shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Professional, and the City may withhold any payment to the Professional for the purpose of setoff until such time as the exact amount of damages due the City from the Professional is determined. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

15. Termination for Convenience of the City.

The City may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to the Professional. If the Agreement is terminated by the City as provided herein, the Professional shall be paid for the time provided and expenses incurred up to the termination date; provided the Professional has complied with that portion of Paragraph 14 pertaining to tendering a final statement along with all instruments of service to the City. If this Agreement is terminated due to the fault of the Professional, other terms and conditions contained in Paragraph 14 of this Agreement relative to termination shall apply.

16. Changes.
The City may, from time to time, request changes in the scope of the services to be performed by the Professional under this Agreement. Such changes, including any increase or decrease in the amount of the Professional's compensation, which are mutually agreed upon by and between the City and Professional shall be incorporated in written amendments to this Agreement. The City shall not be liable for any additional services performed hereunder unless an amendment to this Agreement for such services is executed prior to the performance thereof.
17. Personnel.
- a. The Professional represents that it has, or shall 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 City.
 - b. All of the services required hereunder shall be performed by the Professional or under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, 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 City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
18. Reports and Information.
The Professional shall, at such times and in such forms as the City may require, furnish the City 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.
19. Independent Contractor.
The Professional is an independent contractor and the City neither reserves nor possesses any right to control the details of the services performed by the Professional under the terms of this Agreement.
20. Civil Rights.
The Professional shall comply with applicable requirements of Chapter 106 of the Civil Practice and Remedies Code of the State of Texas, which prohibits discrimination on the grounds of race, religion, color, sex, or national origin, while performing work on behalf of the City. The Professional shall carry out its work under this Agreement in a manner that shall ensure full compliance by the City with such statute and all applicable state and federal laws.
21. Interest of Professional and Employees.
The Professional covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the study area or any parcels therein or any other interests which would conflict in any manner or degree with the performance of its services hereunder. The Professional further covenants that in the performance of this Agreement, no person who has any such interest shall be employed by the Professional.
22. Incorporation of Provisions Required by Law.
Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein.

If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion upon application by either Party.

23. Governing Law.

This Agreement has been made under and shall be governed by the laws of the State of Texas.

24. Venue.

Any action brought by either Party based on any claim arising under or as a result of this Agreement shall be brought in a court of competent jurisdiction in Galveston County, Texas.

25. Time is of the Essence.

Time is of the essence in this Agreement. Professional shall perform the services herein as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect/engineer. It is anticipated that all work will be completed within the time as stated in the schedule from the date of execution, and that any delay in the completion of the work described herein shall constitute a breach of this Agreement.

26. No Third-Party Beneficiary.

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Professional and the City only.

27. No Right to Arbitration.

Notwithstanding anything to the contrary contained in this Agreement, the City and the Professional hereby agree that no claim or dispute between the City and the Professional arising out of or relating to this Agreement shall be decided by any arbitration proceeding, including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, the Professional consents to be joined in the arbitration proceeding if the Professional's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.

28. Waiver.

No waiver by either Party to this Agreement of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

29. Complete Agreement.

This Agreement represents the entire and integrated agreement between the City and Professional in regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral, on the subject matter hereof.

30. Severability.

All Parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

31. Ambiguities.

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any Party hereto on the basis that such Party did or did not author the same.

32. Authority.

The officers executing this Agreement on behalf of the Parties hereby represent that such officers have full authority to execute this Agreement and to bind the Party he/she represents.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the ____ day of January, 2025, the date of execution by the City Manager of the City of Friendswood.

City:
CITY OF FRIENDSWOOD, TEXAS

Professional:
WSB LLC

MORAD KABIRI, City Manager

BY: _____
(Signature)

(Printed Name)

(Title)

DATE: _____

DATE: _____

ATTEST:

ATTEST:

LETICIA BRYSCH, City Secretary

(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Exhibit "A"

Scope of Work

A. PROJECT INFORMATION

The Project is located in the Annalea Subdivision, just south of FM 518 / N. Friendswood Drive and includes:

1. **Street Reconstruction.**
The Project includes the reconstruction of approximately 965 feet of pavement on Virginia Lane (both north and south of Mary Ann Drive) and 385 feet of pavement on Ella Court.
2. **Drainage Improvements.**
The Project includes drainage improvements consisting of a new storm sewer system with curb inlets. The drainage improvements along the southern end of Virginia Lane include the analysis of the existing 42-inch reinforced concrete outfall pipe located between the residences between 301 and 302 Virginia Lane. This existing 42-inch pipe outfalls onto the adjacent Friendswood Methodist Church property, where there is an existing drainage ditch.
3. **Waterline Improvements.**
The Project also consists of upsizing the existing 3-inch water lines on both the Virginia Lane and Ella Court cul-de-sacs north of Mary Ann Drive.
4. **Fire Hydrants.**
The Project includes a check of the existing fire hydrant spacing in the general area of the streets to be improved.
5. **Sidewalks.**
Additional sidewalks on Virginia Lane and Ella Court to tie in or provide connectivity to the existing sidewalk along Mary Ann Drive will be included in the Project.

B. SCOPE OF SERVICES

1. **Basic Services:** The Professional shall provide the following scope of services after the City's issuance of a notice to proceed for the Project:
 - a. **Task 1: Preliminary Design Phase Services**
In this phase, the Professional shall: (i) establish a typical pavement cross section for both existing and proposed conditions, (ii) complete topographic survey and utility coordination, (ii) prepare 30% drawings containing alignment, survey, utility, and right-of-way information, (iv) perform drainage analysis of existing storm sewer system, identify potential problem areas and potential solutions, (v) prepare a "30 percent" plan set consisting of existing features shown in plan and profile, and proposed improvements in plan only with minor annotations, and (vi) prepare a reasonable construction cost estimate based on 30% plan set. More specifically, the Preliminary Design Phase Services shall include the following:
 - (1) Project Management and Coordination
 - (a) Project Management
 - i. Prepare monthly progress reports.
 - ii. Prepare invoices based off of grant milestones.

(b) Coordination

- i. Coordinate and attend meetings for design coordination and/or project progress update, with the City.
- ii. Coordinate and attend meetings with the Galveston County Consolidated Drainage District.
- iii. Coordinate with GrantWorks including attending biweekly meetings, at the request of GrantWorks.
- iv. Coordinate and attend meetings with Survey, Geotechnical, and Environmental subconsultants.
- v. Support Utility Coordination and perform a thorough utility plan review.
- vi. Assist GrantWorks with Project Schedule to be submitted to the City.

(c) Data Collection

- i. Perform site visit to review existing site conditions and make notes of any concerns or issues that may impact the design of the project improvements.
- ii. Review as-built plans provided by City of Friendswood.

(2) Drainage Design and Drainage Memo

(a) Drainage Design

- i. Review City and Galveston County Consolidated Drainage District drainage criteria.
- ii. Review as-builts, record drawings, and LiDAR information.
- iii. Review existing contour information.
- iv. Prepare model of existing conditions.
- v. Prepare model of proposed conditions.
- vi. Update model and revise proposed conditions during Preliminary and Final Design.

(b) Drainage Memorandum

- i. Coordinate and meet with City of Friendswood and Galveston County Consolidated Drainage District.
- ii. Prepare Draft Drainage Memo.

- iii. Submit Draft Drainage Memo to the City and GCCDD for review and comment.
 - iv. Address Draft Drainage Memo review comments.
 - v. Submit Final Drainage Memo to the City and GCCDD for approval.
- (3) Plan Production and Design
 - (a) Plan Production associated with GrantWorks submittals
 - i. Assist GrantWorks with any documents, exhibits, sketches, or writeups associated with any environmental submittals (reports, assessments, or studies) for agency review.
 - (b) Plan Production
 - i. Follow Graphic and Design Requirements as described in the City of Friendswood Design Criteria Manual, Section I.
 - ii. Prepare 30%, 60%, 90%, and 100% drawings on 22"x34" sheets which can be scaled down to 11"x17" at the request of the City project manager.
 - iii. Will make submittals in electronic PDF format.
 - iv. After the 100% plan approval by the City of Friendswood, will provide DWG version of the CADD drawings, if requested.
 - (c) Plan Set will include at a minimum the following sheets:
 - i. Cover Sheet
 - ii. Sheet Index
 - iii. General Notes
 - iv. Horizontal Alignment Data
 - v. Demolition Plans
 - vi. Storm Water Pollution Prevention Plans
 - vii. Typical Sections
 - viii. Plan and Profiles
 - ix. Traffic Control
 - x. Standard Details
- (4) Topographic Survey:

- (a) Identify relevant topographic information, for the limits shown below:
 - i. Virginia Lane from Mary Ann Drive north to end of cul-de-sac (approximately 210 LF). Collect topographic information from ROW to ROW.
 - ii. Virginia Lane from Mary Ann Drive south to end of cul-de-sac (approximately 710 LF). Collect topographic information from ROW to ROW.
 - iii. Ella Court from Mary Ann Drive north to the end of cul-de-sac (approximately 320 LF). Collect topographic information from ROW to ROW.
 - iv. Virginia Lane south cul-de-sac to 42-inch outfall pipe including easement between residences at 301 and 302 Virginia Lane.
 - v. Mary Ann Drive from Ella Court to Virginia Lane (approximately 385 LF). Collect topographic information from ROW to ROW.
 - vi. Existing drainage ditch (located on Friendswood Methodist Church property) from the 42-inch outfall pipe to upstream end of drainage culverts located under FM 518 (approximately 1200 LF). Collect topographic information from top of bank to top of bank of the drainage ditch.
 - vii. At a minimum, the survey shall show the locations of all ROW and corner cuts, property fences along ROW, subdivision landscaping at intersection corner, roadway edges, intersection corners and radii, driveways, sidewalks, traffic signs, manholes, storm inlets, drainage lines, sewer lines, water lines, water valves, water meter boxes, fire hydrants, power lines and poles, telephone lines and poles, light poles, service poles, gas lines, fiber optic lines, cable lines, shrubs, trees, and pipeline markers.
- (b) Elevations will be referenced to NGS Benchmark HGCSO 54 (AW 5596), with adjustment factor to the HGSD 2018 LiDAR datum.
- (c) Provide plan and profile of the field data in CAD, provide DTM surface in TIFF format.
- (d) Provide survey control map.
- (e) Perform record research and utility coordination with pipeline companies and private agencies.
- (f) Perform abstracting to recover original property survey corners, property corners, etc. to determine existing ROW.

(5) Geotechnical Investigations

Geotechnical investigations and reporting will be completed in accordance with City and Galveston County Consolidated Drainage District criteria. The report will provide geotechnical recommendations for pavement design guidelines, subgrade preparation, and utility construction considerations. The geotechnical engineer will calculate the equivalent single axle load (ESAL) for the City's standard pavement design (6 inches of concrete with 6 inches of stabilized subgrade). The geotechnical information will also provide or include the following:

- (a) Boring logs in Geosystem format and boring logs profiles showing the generalized soils stratigraphy and groundwater levels.
- (b) Discuss the onsite soil types and the suitability of onsite soils for use as fill in the open trench construction.
- (c) Summary of the field and laboratory findings.
- (d) Existing site conditions.
- (e) Subsurface soil and groundwater conditions.
- (f) Recommendation for structure at outfall.
- (g) Pavement recommendations.

b. Task 2: Final Design Phase Services

The Final Design Phase Services will include preparation for construction drawings and specifications. Interim submittals will be made 60%, 90% and 100% completion, and will include drawings, a specification table of contents (and/or special specifications, if applicable), and a construction cost estimate. The design will be based on the following design criteria including, in order of priority (1) City of Friendswood Design Criteria Manual, (dated January 2021) and (2) Galveston County Consolidated Drainage District Criteria Manual (revised date June 12, 2024). In this phase the Professional shall:

- (1) Prepare final drawings indicating the scope, extent, and character of the work to be performed and furnished by the Contractor. Specifications will be prepared, where appropriate, in a format agreed to in writing by the City and the Professional.
- (2) Provide technical criteria, written descriptions, and design data for the City's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist the City in consultations with appropriate authorities.
- (3) Advise the City of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to the Professional.

- (4) Submit to the City the 60 percent submittal, which shall include the following:
- (a) Cover Sheet (City of Friendswood name, seal, project name with limits, vicinity and location maps, City of Friendswood Public Works signature block, design firm name and registration number). A Sheet Index will be added to the Cover Sheet.
 - (b) Typical and non-standard cross sections (not-to-scale proposed sections with station limits for each section; showing pavement and subgrade material type and thickness, right-of-way and roadway widths, applicable dimensions, location of profile grade line, and general location of existing and proposed utilities.
 - (c) Overall project layout.
 - (d) Survey Control Map.
 - (e) Drainage area map with hydraulic calculations.
 - (f) Plan and profile sheets (1"=20' plan scale but printed half-size for a 1"=40' scale; all existing and proposed facilities correctly shown in plan and profile including storm sewer.
 - (g) Storm Water Pollution Prevention Plan.
 - (h) Demolition Plans.
 - (i) Standard construction details.
 - (j) Specification table of contents (typically City of Friendswood specifications).
 - (k) Bid Form with estimated unit and total costs (spreadsheet based).
- (5) For the 90 percent submittal, the Professional shall:
- (a) Include the City's 60% review comments.
 - (b) Provide an AACE Class 3 construction cost opinion.
 - (c) Conduct QA/QC of 90% Design based on the Project Management Plan.
 - (d) Facilitate 90% Design Review Workshop with City.
 - (e) Verify of roadway and earthwork quantities.
 - (f) Submit to the City the which will include all of the 60 percent requirements plus the following:

- i. Signage and pavement marking plans (signs may be shown on plan and profile sheets and use of pavement marking standards is encouraged),
 - ii. Standard construction details, and
 - iii. Project manual (bid form, specification table of contents, any special specifications, or conditions; contract documents excluded).
- (6) For the 100 percent submittal, the Professional shall:
 - (a) Prepare 100% design drawings for one construction package.
 - Incorporate or resolve comments from the 90% Design Review Workshop.
 - (b) Finalize Project Manual and Special Conditions as appropriate.
 - The Professional shall utilize the City's front-end documents in preparation of the final construction package.
 - (c) Prepare final construction cost estimate - AACE Class 2.
 - (d) Conduct QA/QC of 100% Design based on the Project Management Plan.
 - (e) Complete regulatory and permitting requirements needed for construction.
 - (f) Submit to the City a single project manual file in Adobe Acrobat format, consisting of (1) administrative documents, (2) the bid form (prepared by the design consultant), (3) a sealed specification table of contents, and (4) applicable specifications and documents. The Professional will prepare and submit to the City a single file in Adobe Acrobat format for the entire drawing set.

The Professional's services under the Detailed Design Phase will be considered complete on the date when the submittals required in this phase have been delivered to and accepted by the City.

c. Task 3: Bid Phase Services
The Professional shall:

- (1) Prepare and submit Advertisement for Bids to newspaper(s) for publication as directed by the City.
 - City will pay advertising costs outside of this contract.
- (2) Disperse construction contract documents to prospective bidders.

- (3) Answer questions and issue addenda as appropriate to clarify, correct, or change the bidding documents.
- (4) Participate in pre-bid meeting(s).
 - City to send electronic copies of documents from the bid opening.
- (5) Prepare bid tabulation.
- (6) Evaluate bids and bidders' qualifications and submit recommendations to City.
- (7) Assist in connection with bid protests, rebidding, or re-negotiating contracts for construction, materials, equipment, or services.
- (8) Prepare conformed plans and specifications.

The Bidding Phase will be considered complete upon commencement of the Construction Phase.

d. Task 4: Construction Phase Services

In performing Construction Phase Services, the Professional will endeavor to protect the City against defects and deficiencies in the work of the Contractor(s); but the Professional cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction, the Professional observes that the Contractor's work does not comply with the construction contract documents, the Professional will notify the Contractor of such non-compliance and instruct it to correct the deficiency and/or stop work, as appropriate for the situation. The Professional will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, the Professional will notify the City immediately so that appropriate action can be taken.

- (1) Issue a Notice to Proceed letter to the Contractor.
- (2) Attend Pre-Construction Meeting(s).
- (3) Attend construction kick-off meeting(s) and progress/coordination meetings with the City/Construction Contractor.
- (4) Review the Contractor's progress payment requests based on the actual quantities of contract items completed, accepted, and make a recommendation to the City regarding payment. The Professional's recommendation for payment shall not be a representation that the Professional has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

- (5) Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by the Professional on the shop drawings during this review will not relieve Construction Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Construction Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. The Professional's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, the Professional shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Contract Documents.
- (6) Issue instructions to the Contractor on behalf of the City and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
- (7) When authorized by the City, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, which redesign, engineering, or surveying is not directly or indirectly caused by or due to the fault of the Professional, the City and the Professional may negotiate an additional fee for such services which will be evidenced via an amendment to this Agreement.
- (8) Participate in substantial and final completion project inspections, prepare punch list, review final project closing documents, and submit final pay request.

e. Summary of Project Deliverables

The following will be submitted to the City and/or others as requested by the City:

- (1) Electronic copy (pdf) of the 30% drawings, list of specifications and the Professional's opinion of probable construction costs ("OPCC").
- (2) Electronic copy (pdf) of the 60% drawings and specifications with OPCC.
- (3) Electronic copy (pdf) of the 90% drawings and specifications with OPCC.
- (4) Electronic copy (pdf) of the 100% Design submittal specifications with OPCC.

- (5) Electronic copy (pdf) and two bound hard copies of the Final Plans (24" x 36") and Specifications to the Construction Contractor.
- (6) Two hard copies of executed contract documents.
- (7) Electronic copy (pdf) of approved shop drawings/submittals from the Construction Contractor.
- (8) Electronic files as requested.

The Construction Phase will commence with the execution of the Construction Agreement for the Project and will terminate upon final payment to Contractor.

2. Additional Services:

The City shall not be responsible or liable for any additional services performed by the Professional unless such additional services have been approved in writing prior to the performance of the same. The Professional will perform additional services at a price agreed upon by the Parties in writing prior to the performance of such services. Additional services may include the following:

- a. Environmental Field Surveys and Reporting (if needed)
 - (1) Waters of the United States (WOTUS) Delineation and Jurisdictional Determination (JD)
 - (a) If a WOTUS Delineation and a JD are required, qualified Hollaway environmental scientists will delineate the boundaries of all aquatic features and determine their potential jurisdictional status through records and literature review, intensive field surveys, and coordination with the USACE and the EPA.
 - (b) Hollaway will prepare a report discussing the aquatic resources found within the project limits and the results of the field investigation for potential WOTUS. Hollaway will provide this report for the City to review.
 - (2) Threatened and Endangered (T&E) Species Habitat Assessment
 A Memorandum of Agreement (MOA) between the United States Fish and Wildlife Service (USFWS), EPA, and National Oceanic and Atmospheric Administration (NOAA) requires an assessment of potential affect to state and federally listed species protected under the Endangered Species Act, Migratory Bird Treaty Act (MBTA), and the Bald and Golden Eagle Protection Act (BGEPA). If determined that a protected species and habitat assessment study is warranted to comply with federal and state regulations and to support the USACE permitting process, Hollaway can provide a T&E Species Habitat Assessment Report.

- (3) Phase I Environmental Site Assessment (ESA)
 - (a) If required, Hollaway will conduct a Phase I ESA for the project area in accordance with the specifications listed in the ASTM Standard Practice E1527- 21 including a historic records review of publicly available information and databases and perform a site reconnaissance.
 - (b) Hollaway will prepare one Phase I ESA report that includes a discussion of the results of the historic records review, interviews, and site inspection with recommendations for further investigation (Phase II ESA), if needed. Hollaway will prepare and submit a Phase I ESA for the City to review.
- (4) Cultural Resources Desktop Analysis
 - (a) Hollaway will coordinate with a qualified archeological subcontractor to determine cultural and historical resources of the Project Area. The first step in determining cultural and historical resources on the project area is to perform a desktop analysis and literature review, which is required for environmental permitting. The goal is to gather available information regarding previously conducted cultural resources surveys, previously documented cultural resources including archaeological sites, cemeteries, and above-ground historical resources, and identify the potential for these resources to affect the current proposed improvements.
 - (b) As required, Hollaway will submit the report to the City for review and address any comments. Upon client approval, the Client will submit the report to the Texas Historical Commission (THC) for concurrence.
- (5) Clean Water Act (CWA) Permitting (if needed)
 - (a) Impacts to WOTUS will require compliance with the CWA. Depending on the type of proposed activity the amount of impacts to WOTUS, one of several types of CWA permits may be considered. The USACE will determine what type of permitting is required. A NWP 7 Permit may be required.
 - (b) The Pre-Construction Notification (PCN) includes permit drawings and exhibits depicting the proposed project improvements (engineering drawings provided by the City or Prime Consultant) in addition to the results of the delineation.
 - (c) Information needed may include Best Management Practices (BMP's) cut/fill calculations, detailed design drawings, and associated structures may require evaluation and permitting. Hollaway will also include the previously prepared environmental reports as attachments.

- b. Detention Pond Improvements.
Alternate design to expand Friendswood Methodist Church existing detention basin if detention and mitigation cannot be designed into the underground storm sewer requirements

Exhibit "B"
REQUIRED CONTRACT PROVISIONS

The following contract provisions are included in this Agreement, where applicable, pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, and the Professional shall comply with each such provision. Violations will be referred to the proper authority in the applicable jurisdiction. Additionally, the Professional is required to include the provisions below in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subconsultants performing work under this Agreement. All required provisions applicable to the Project by federal, state, or local law or regulation shall be deemed to have been set forth herein in full.

For purposes of these provisions, the Professional may also be referred to as "contractor" or "prime contractor," and the City of Friendswood may also be referred to as "subrecipient." The Parties agree that should there be a conflict between this Exhibit "B" and the terms of the Agreement that the most stringent provision shall control, as determined by the City.

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1. Termination of Agreement for Cause.

If the Professional fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Professional violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Professional 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 Professional pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Professional 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 Professional shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Professional, and the City may offset the damages it incurred as a result of the Professional's breach of the Agreement from any amounts it might otherwise owe the Professional.

2. Termination for Convenience of the City.

City may at any time and for any reason terminate Professional's services and work at City's convenience upon providing written notice to the Professional specifying the extent of termination and the effective date. Upon receipt of such notice, Professional 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.

Upon such termination, Professional 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 Professional as are permitted by the prime contract and approved by City. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Professional prior to the date of the termination of this Agreement. The Professional shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

3. Changes.

The City may, from time to time, request changes in the services the Professional will perform under this Agreement. Such changes, including any increase or decrease in the Professional's compensation, must be agreed to by all Parties and finalized through a signed, written amendment to this Agreement.

4. 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 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 may first agree to try in good faith to settle the matter by mediation before resorting to litigation, or some other dispute resolution procedure. If the Parties agree to mediate, the Parties shall bear the costs of such mediation equally. If the matter is not resolved within 60 days of the initiation to negotiate or after any third-party mediation, either Party may proceed to file suit.

5. Personnel.

- a. The Professional 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 City.
- b. All of the services required hereunder will be performed by the Professional 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 City. 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. Assignability.

The Professional shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; provided, however, that claims for money by the Professional from the City 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 City.

7. Reports and Information.

The Professional, at such times and in such forms as the City may require, shall furnish the City 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. The Professional shall collect, transmit and store all reports and information pertaining to the Project in accordance with 2 C.F.R. § 200.336.

8. Records, Access, and Audits.

a. Records.

The Professional shall maintain all records, including, but not limited to, financial records, supporting documents, statistical records and all other records pertinent to the Project in a manner that conforms to 2 C.F.R. §§ 200.300-.309, 24 C.F.R. §§ 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. The Professional shall retain such records, and any supporting documentation, for the greater of three (3) years from closeout of the Agreement (after the City makes its final payment and all pending matters are closed) or the period required by other applicable laws and regulations, including, but not limited to, 2 C.F.R. § 200.334.

b. Access to Records.

- (1) The Professional agrees to provide the U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the City, or any of their authorized representatives access to any documents, papers, and records of the Professional which are directly pertinent to the CDBG-MIT award and/or this Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions.
- (2) The Professional 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 Professional agrees to provide HUD, the GLO, or their authorized representatives access to the worksites pertaining to the work being completed under this Agreement.

c. Audits.

In compliance with the Disaster Recovery Act of 2018, the City and the Professional acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the HUD Administrator or the Comptroller General of the United States.

9. Findings Confidential.

All of the reports, information, data, etc., prepared or assembled by the Professional under this Agreement are confidential, and the Professional agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

10. 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 Professional.

11. Compliance with Local Laws.
The Professional shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Professional shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
12. Conflicts of Interest.
 - a. Disclosure.
The Professional must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. The Professional shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Professional becomes aware of facts that require the statement to be filed.
 - b. Governing Body.
No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of CDBG-MIT award between GLO and the City, shall have any personal financial interest, direct or indirect, in the Professional or this Agreement; and the Professional shall take appropriate steps to assure compliance.
 - c. 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 award between GLO and the City, shall have any personal financial interest, direct or indirect, in the Professional or this Agreement; and the Professional shall take appropriate steps to assure compliance.
 - d. The Professional and Employees.
The Professional warrants and represents that it has no conflict of interest associated with the CDBG-MIT award between GLO and the City or this Agreement. The Professional 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 award between the GLO and the City or in any business, entity, organization or person that may benefit from the award. The Professional further agrees that it will not employ an individual with a conflict of interest as described herein.
13. Debarment and Suspension (Executive Orders 12549 and 12689).
The Professional 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 Professional. The Professional 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. Equal Opportunity Clause.

a. During the performance of this contract, the Professional agrees as follows:

- (1) The Professional will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Professional 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 Professional 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 Professional will, in all solicitations or advertisements for employees placed by or on behalf of the Professional, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Professional will not discourage 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 Professional 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 Professional's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Professional 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.
- (6) The Professional 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 Professional'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 Professional 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 Professional will include the portion of the sentence immediately preceding paragraph (a) 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 Professional 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 the Professional becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Professional may request the United States to enter into such litigation to protect the interests of the United States.

15. Davis-Bacon Act.

The Professional recognizes that the prime construction contract for this Project must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be 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. In addition, contractors must be required to pay wages not less than once a week. The Professional shall ensure that a copy of the current prevailing wage determination issued by the Department of Labor is included in each solicitation under this Agreement. The Professional's recommendation to award a contract or subcontract must be based upon the acceptance of the wage determination. The Professional shall report all suspected or reported violations to the City. The Professional shall report to the City in writing all suspected or reported violations to the City. The Professional understands that the City will, in turn, report each violation, as required, to HUD.

16. Copeland "Anti-Kickback" Act.

The construction contract for this Project must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Professional shall report in writing all

suspected or reported violations to the City. The Professional understands that the City will, in turn, report each such violation, as required, to HUD and the GLO.

17. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

The construction contract for this Project must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5) and 2 C.F.R. Appendix II to part 200 (E). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. If Professional becomes aware of any violation of this legislation, the Professional shall notify the City in writing. The Professional understands that the City will, in turn, report each such violation, as required, to HUD and/or the GLO, as applicable.

18. Clean Air Act (42 U.S.C. 7401-76719.1 and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

The construction contract for the Project must contain a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-76719) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). If Professional becomes aware of any violation of these standards, orders, regulations, or laws, the Professional must report such violation to the City in writing. The Professional understands that the City will, in turn, report each such violation, as required, to HUD and/or the GLO, as applicable.

19. Federal Water Pollution Control Act

The construction contract for the Project must contain a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. If Professional becomes aware of any violation of these standards, orders, regulations, or laws, the Professional must report such violation to the City in writing. The Professional understands that the City will, in turn, report each such violation, as required, to HUD and/or the GLO, as applicable.

20. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

In the construction contract for the Project, the contractor will be required to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. 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 guideline. If Professional becomes aware of any violation of these acts, the Professional must report such violation to the City in writing. The Professional understands that the City will, in turn, report each such violation, as required, to HUD and/or the GLO, as applicable.

21. Domestic Preferences for Procurements (2 C.F.R. § 200.322).

- a. The Professional understands that as appropriate and to the extent consistent with law and to the greatest extent practicable under a Federal award, the City is required to provide 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). This preference requirement must be included in all subawards including all contracts and purchase orders for work or products for the Project. As such, in making its recommendation to the City for the award of a contract, the Professional shall take this preference under consideration.
- b. For purposes of this section:
 - (1) "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.
 - (2) "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.
 - (3) Iron and steel products, manufactured products, and construction materials used in this project comply with the Build America, Buy America Act (BABA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58.

22. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

The Professional understands and agrees that no portion of the design of the Project shall be designed to conflict with Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NOAA) and/or 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).

23. Whistleblower Protection Act

- a. The Professional, its subconsultants, and employees working on this Project shall be subject to 41 U.S. Code § 4712, which requires that an employee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.
- b. The Professional shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in Section 3.908 of the Federal Acquisition Regulation. The Professional shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

24. 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.
25. Section 109 of the Housing and Community Development Act of 1974.
The Professional 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.
26. Section 504 of the Rehabilitation Act of 1973, as amended.
The Professional 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.
27. Age Discrimination Act of 1975.
The Professional 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.
28. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
The Professional 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 Professional shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
29. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
- a. The work to be performed under this Agreement 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 C.F.R. part 135, 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 impediment that would prevent them from complying with the part 135 regulations.
 - c. The Professional agrees to send to each labor organization or representative of workers with which the Professional has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers'

representative of the Professional's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the worksite 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 Professional agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, 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 C.F.R. part 135. The Professional will not subcontract with any subcontractor where the Professional has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- e. The Professional will certify that any vacant employment positions, including training positions, that are filled (1) after the Professional is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Professional's obligations under 24 C.F.R. part 135.
- f. Noncompliance with HUD's regulations in 24 C.F.R. part 135 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).

30. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Professionals.

- a. The Parties agree to 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:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

- (3) 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;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
- (5) 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
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

31. Patent Rights and Inventions.

- a. The Professional 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 C.F.R. 200 Appendix II (f) and Rights to Inventions in 37 C.F.R. Part 401).
- b. *Rights to Inventions Made Under a Contract or Agreement* - If the Federal award meets the definition of "funding agreement" under 37 C.F.R. §401.2 (a) and the Professional wishes to enter into a contract with a small business or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," compliance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Professionals Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations or standards issued by the GLO and the City shall be required. (2 C.F.R. 200 Appendix II (f), Rights to Inventions).

32. Energy Efficiency.

The Professional shall ensure that its designs 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 C.F.R. 200 Appendix II (h)).

33. State Law Requirements.

a. Form 1295.

The Professional will provide a completed Form 1295 generated by the Texas Ethics Commission's electronic filing application in accordance with the provisions of Section 2252.908, Texas Government Code, as amended, and the rules promulgated by the Texas Ethics Commission ("Form 1295"), in connection with entry into this Agreement. Upon receipt of the Professional's Form 1295, the City agrees to acknowledge the Professional's Form 1295 through its electronic filing application. The City and the Professional understand and agree that, with the exception of information identifying the Professional and the contract identification number, the City is not responsible for the information contained in the Professional's Form 1295 and the City has not verified such information.

b. Iran, Sudan and Foreign Terrorist Organizations.

The Professional represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and excludes the Professional and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Professional understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Professional and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this paragraph shall survive termination of the Agreement until the statute of limitations has run.

c. Anti-Boycott Verification.

The Professional hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code. As used in the foregoing 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. The Professional understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Professional and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this paragraph shall survive termination of the Agreement until the statute of limitations has run.

d. Petroleum.

The Professional hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, 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 with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (b) does business with a company described by (a) above. The Professional understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Professional within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit. Notwithstanding anything contained herein, the representations and

covenants contained in this paragraph shall survive termination of the Agreement until the statute of limitations has run.

e. Firearms.

The Professional hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the Term against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the City to comply with such section. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association": (a) means, with respect to the firearm entity or firearm trade association, to: (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (b) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (a) "firearm entity" means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (b) "firearm trade association" means a person, corporation, unincorporated association, federation, business league, or business organization that: (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual); (ii) has two or more firearm entities as members; and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Professional understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Professional within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this paragraph shall survive termination of the Agreement until the statute of limitations has run.

34. GLO Local Infrastructure Program Engineering Fee Cap.

Reimbursement of engineering fees paid under Agreement, including any subcontracts, are subject to the GLO's cap of fifteen percent (15%) of the final total construction activity costs. Engineering includes design, bidding and construction phase services and associated work including special services (surveying, materials, testing, onsite inspections, environmental support, etc.). Any decrease in the total construction budget, including those resulting from lower-than-anticipated bid

pricing, change orders or reduced project scope, will automatically adjust the reimbursement of the fee to the client to not more than fifteen percent (15%) of the new total construction activity budget.

35. GLO Requirements.

The Professional agrees to comply with the requirements contained in the following, which are attached hereto and incorporated herein for all intents and purposes:

- Attachment A..... Performance Statement
- Attachment B..... Assurances – Construction Programs
- Attachment C..... General Affirmations
- Attachment D..... Non-Exclusive List of Applicable Laws, Rules and Regulations
- Attachment E..... Special Conditions

CITY OF FRIENDSWOOD
24-065-030-E485
PERFORMANCE STATEMENT

The GLO awards City of Friendswood (Subrecipient) this Contract under HUD's Community Development Block Grant Mitigation (CDBG-MIT) program to provide financial assistance with funds appropriated to facilitate Activities related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from a major declared disaster that occurred in 2015, 2016, or 2017.

In strict conformance with the terms and conditions of the CDBG-MIT – Hurricane Harvey HUD MID and pursuant to the GLO's Regional Mitigation Program and this Contract, Subrecipient shall perform, or cause to be performed, the Infrastructure Activities identified below to increase its resilience to disasters and reduce or eliminate long-term risk of disaster-related loss of life, injury, damage to and loss of property, and suffering and hardship by lessening the impact of future disasters.

Subrecipient shall perform the Activities identified herein for the service area specified in its approved Texas Community Development Block Grant Mitigation Grant Application to provide a long-lasting investment that increases resiliency in the community. 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 \$4,636,100.00. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record (TIGR) of the GLO's Community Development and Revitalization division. Subrecipient must ensure expenditures for individual projects do not exceed the amounts for detailed funding categories in the project budget of the approved Grant Application, as may be revised in writing upon mutual agreement of the Parties. If it becomes necessary to redistribute Budget line-item amounts between Activities, Subrecipient must seek a Contract Amendment prior to performing any work.

DRGR Activity: MIT - Public Facilities and Improvements-Non-Covered Projects- LMI

Activity Type: Street Improvements

Project Title: Annalea Neighborhood Improvements

Subrecipient shall install water and sewer lines, reconstruct street, driveway and sidewalk, demolish and replace manholes and inlets, and complete associated appurtenances. Construction shall take place at the following locations:

Defining Project Location (on/along...)	Approximate path or location (from...to...Coordinates)	Proposed HUD Performance Measures
Ella Court	From Mary Ann Drive to Ella Court cul-de-sac 29.53507, -95.21318	385 Linear Feet (LF)
Virginia Lane	From North Virginia Lane cul-de-sac to South Virginia Lane cul-de-sac 29.53545, -94.21202	965 LF

Total Beneficiaries	LMI Beneficiaries	LMI %	Census Tract	Block Group
64	34	53.13	7201.00	2,3
Beneficiaries were identified using Surveys, and the above project meets the LMI national objective.				

DRGR Activity: MIT - Public Facilities and Improvements-Non-Covered Projects- UNM

Activity Type: Water Improvements

Project Title: Ground Water Storage Tank at Ground Water Plant 4

Subrecipient shall construct a ground storage tank, install safety and electrical systems, implement storm water pollution prevention system, regrade site, and complete associated appurtenances. Construction shall take place at the following location:

Defining Project Location	Location Coordinates	Proposed HUD Performance Measures
GST-Ground Water Plant 4	500 West Castle Harbour Drive 29.49035, -95.22348	1 Public Facility (PF)

Total Beneficiaries	LMI Beneficiaries	LMI %	Census Tract	Block Group
2,288	407	17.79	7203.02 7204.00	2 2
Beneficiaries were identified using Surveys, and the above project meets the Urgent Need national objective.				

BUDGET

DRGR Activity	Grant Award	Other Funds	Total
MIT - Public Facilities and Improvements-Non-Covered Projects- LMI	\$2,333,806.00	\$0.00	\$2,333,806.00
MIT - Public Facilities and Improvements-Non-Covered Projects- UNM	\$2,302,294.00	\$0.00	\$2,302,294.00
TOTAL	\$4,636,100.00	\$0.00	\$4,636,100.00

BENCHMARKS

Project Phase Actions and Deliverables	Not-To-Exceed Budget Gate Percentages by Budget Category (Subrecipient may draw up to, but not exceed, the identified percentage of the Budget category until stated Deliverable(s) are submitted to and approved by the GLO.)			Single Deliverable Milestones by Budget Category (Subrecipient may draw up to 100% of Budget category after submittal to and approval by the GLO of the stated Deliverable.)		Multiple Deliverable Milestones (Subrecipient may draw up to, but not exceed, the percentage stated after submittal to and approval by the GLO of the stated Deliverable.)	
	Project Delivery		Engineering Funds	Special Environmental Funds	Acquisition Funds	Construction Funds	Planning/ Studies (not related to engineering design)
	Grant Administration Funds	Environmental Funds					
Action: Start-up Phase Deliverable: Contract kick-off meeting sign-in sheet; all required Start-Up Documentation reviewed and accepted by the GLO; executed grant administration service provider contract in PDF format.	0-15%						
Action: Commencement of Engineering Phase Deliverable: Executed engineering service provider contract in PDF format provided during start-up phase as applicable			0-30%				

Action: Commencement of Environmental Phase Deliverable: Executed environmental service provider contract in PDF format provided during start-up phase as applicable.	15.01-30%	0-30%						
Action: Completion of Design Phase Deliverable: Complete signed and sealed 100% construction plans in PDF format.*			30.01-60%					
Action: Completion of Special Environmental Services Deliverable: GLO approval of required documentation, dependent upon additional environmental requirements				100%				
Action: Completion of Environmental Record Review Deliverable: GLO-signed AUGF**	30.01-50%	30.01-100%						
Action: Acquisition Phase Deliverable: Acquisition Detailed Report and supporting documentation per parcel accepted by the GLO*					100%			
Action: Commencement of Bid Phase Deliverable: First published bid notice and publisher's affidavit*	50.01-60%		60.01-70%					
Action: Commencement of Construction Phase Deliverable: Signed NTP*	60.01-85%		70.01-85%				0-95%	
Action: Completion of Construction Phase Deliverable: Signed and sealed complete As-Built Plans in PDF format; executed COCC accepted by the GLO; signed FWCR accepted by the GLO*	85.01-95%		85.01-100%				95.01-100%	

Action: Commencement of Planning/Study Phase Deliverable: Signed NTP or similar document from Subrecipient, initiating the Planning/study Activity and describing the work to be performed ^for Planning/Study only	15.01-60%^							0-85%
Action: Completion of Planning/Study Phase Deliverable: Final Planning/study report and proof of acceptance by Subrecipient ^for Planning/Study only	60.01-95%^							85.01-100%
Action: Grant Completion Report Approval Deliverable: GCR approved by the GLO	95.01-100%							
Failure to provide any Deliverable identified above could result in Subrecipient's repayment of drawn funds, in part or in full, in addition to other remedies provided to the GLO under this Contract. Providing the Deliverables identified in this table will allow Subrecipient to draw the identified funding percentage per Budget category, contingent upon Subrecipient's compliance with associated Program guidance. *If Subrecipient executes multiple construction contracts, this Deliverable (or Deliverables, as applicable) will be required for each contract, and associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application. **If the Project includes more than one ERR, associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application.								

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. 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.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of

Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE	
DocuSigned by:  454272FED080466...		City Manager	
APPLICANT ORGANIZATION		DATE SUBMITTED	
City of Friendswood		3/1/2024	

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

THIS FORM MUST BE EXECUTED

**CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871**

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

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

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

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

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

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

Statement for Loan Guarantees and Loan Insurance:

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

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

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

City of Friendswood

24-065-030-E485

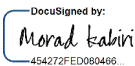
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Morad Kabiri

City Manager

SIGNATURE

DATE

DocuSigned by:

454272FED080466

3/1/2024

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

Disclosure of Lobbying Activities

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

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. *Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	2. *Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award	3. *Report Type: _____ a. initial filing _____ b. material change
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee *Name: _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: 		
6. Federal Department/Agency: 	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, <i>if known</i>: 	9. Award Amount, <i>if known</i>: \$ _____	
10. a. Name and Address of Lobbying Registrant Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
b. Individuals Performing Services (including address if different from No. 10a) Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. *Signature: _____ *Name: Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Federal Agency Form Instructions Form Identifiers		Information
Agency Owner		Grants.gov
Form Name		Disclosure of Lobbying Activities (SF-LLL)
Form Version Number		2.0
OMB Number		4040-0013
OMB Expiration Date		02/28/2025

Field Number	Field Name	Required or Optional	Information
1.	*Type of Federal Action:	Required	Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. This field is required.
2.	*Status of Federal Action	Required	Identify the status of the covered Federal action. This field is required.
2-a.	a. Bid/Offer/ Application	Check if applicable	Click if the Status of Federal Action is a bid, an offer or an application.
2-b.	b. Initial Award	Check if applicable	Click if the Status of Federal Action is an initial award.
2-c.	c. Post-Award	Check if applicable	Click if the Status of Federal Action is a post-award.
3.0	*Report Type	Required	Identify the appropriate classification of this report.
3-a.	a. Initial filing	Check if applicable	Check if Initial filing.
3-b.	b. Material change	Check if applicable	If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action. This field is required.
	Material Change Year	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.
	Material Change Quarter	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.
	Material Change Date of Last Report	Conditionally Required	Enter the date of the previously submitted report by this reporting entity for this covered Federal action.
4.	Name and Address of Reporting Entity	Required	Provide the information for Name and Address of Reporting Entity.
	Prime	Check if applicable	Click to designate the organization filing the report as the Prime Federal recipient.
	Subawardee	Check if applicable	Click to designate the organization filing the report as the SubAwardee Federal recipient. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
	Tier if known:	Optional	Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.
	Name	Required	Enter the name of reporting entity. This field is required
	Street 1	Required	Enter Street 1 of the reporting entity. This field is required.
	Street 2	Optional	Enter Street 2 of the reporting entity.
	City	Required	Enter City of the reporting entity This field is required.
	State	Required	Enter the state of the reporting entity. This field is required
	ZIP	Required	Enter the ZIP of the reporting entity. This field is required
	Congressional District, if known	Optional	Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
5.	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime	Conditionally Required	If Reporting Entity in No. 4 is Subawardee, provide the information for the Name and Address of Prime

	Name	Required	If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient.
	Street 1	Required	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	Street 2	Optional	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	City	Required	If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient.
	State	Required	If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu.
	ZIP	Required	Enter the ZIP of Prime. This field is required
	Congressional District, if known	Optional	Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
6.	Federal Department /Agency	Required	Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.
7.	CFDA Number:	Required	Enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov.
	CFDA Title:	Required	Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.
8.	Federal Action Number	Optional	Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9.	Award Amount	Optional	For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment of the prime entity identified in item 4 or 5.
10.a.	Name And Address of Lobbying Registrant	Required	Provide the information for the Name and Address of Lobbying Registrant.
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.
	First Name	Required	Enter the first name of Lobbying Registrant. This field is required.
	Middle Name	Optional	Enter the middle name of Lobbying Registrant.
	Last Name	Required	Enter the last name of Lobbying Registrant. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.
	Street 1	Required	Enter the first line of street address for the Lobbying Registrant.
	Street 2	Optional	Enter the second line of street address for the Lobbying Registrant.
	City	Required	Enter the city of the Lobbying Registrant.
	State	Required	Select the appropriate state of the Lobbying Registrant.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.
10.b.	Individual Performing Services	Required	Provide the information for Individual Performing Services
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services.
	First Name	Required	Enter the first name of the Individual Performing Services. This field is required.
	Middle Name	Optional	Enter the middle name of the Individual Performing Services.
	Last Name	Required	Enter the last name of the Individual Performing Services. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.
	Street 1	Required	Enter the first line of street address for the Individual Performing Services.
	Street 2	Optional	Enter the second line of street address for the Individual Performing Services.
	City	Required	Enter the city of the Individual Performing Services.
	State	Required	Select the state for the address of the Individual Performing Services from this pull down menu.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Individual Performing Services.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project, Washington, DC 20503.

GENERAL AFFIRMATIONS

TO THE EXTENT APPLICABLE, 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, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. 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

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

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

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

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

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

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.

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

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 OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE

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

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 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.*

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

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

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

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 2275.0102, 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 2275.0103, or (2) headquartered in any of those countries.*
41. If Subrecipient is required to make a verification pursuant to Section 2276.002 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 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

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

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.

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Subrecipient must be in compliance with the following laws, rules, and regulations, as may be amended or superseded over time, and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Subrecipient acknowledges that this list may not include all such applicable laws, rules, and regulations.

Subrecipient is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Community Development Block Grant Disaster Recovery and Mitigation Implementation Manual; and

State of Texas CDBG Mitigation Action Plan, dated March 31, 2020, as may be amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Subrecipient to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based

on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Subrecipient understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u); 24 C.F.R. Part 75;

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971

(36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.*), particularly section 3 (16 U.S.C. § 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141), as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations and HUD regulations at 24 C.F.R. 570.200(j).

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SPECIAL CONDITIONS

If applicable to a Project or Activity, Subrecipient must comply with the following Special Conditions and any other State, Federal, or local laws, rules, and regulations as may be applicable, throughout the term of the Contract, prior to the release of any grant funds for the Projects or Activities anticipated.

Subrecipient is deemed to have read and to understand the requirements of each of the following, if applicable to the Project or any Activity under this Contract:

A. REIMBURSEMENT, GENERALLY

As provided for in Public Law 115-123, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

1. Subrecipient must provide documentation which indicates they have received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.
2. When Activities specified in a Performance Statement involve structures that are located within Special Flood Hazard Areas (SFHA), flood insurance may be required. If required, Subrecipient shall obtain such insurance and shall maintain documentation evidencing compliance with such requirements.
3. Subrecipient acknowledges and agrees that if any property that is the subject of an Activity under this Contract is located within a floodplain, the following terms and conditions shall apply:
 - a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001- 4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
 - i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP"), or less than one (1) year has passed since the FEMA notification regarding such hazards; and
 - ii. Where the community is participating in the NFIP, flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
 - b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.
 - c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 5154a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if:
 - i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and
 - ii. The person failed to obtain and maintain flood insurance.

- d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Subrecipient shall require and maintain copies, in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. WATER SYSTEM IMPROVEMENTS

1. Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.
2. Prior to construction, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.
3. Prior to Subrecipient submission of the Project Completion Report for any water system improvements described in Attachment A, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290—Rules and Regulations for Public Water Systems.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described, Subrecipient shall provide certification that the plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative and properly submitted to the Texas Commission on Environmental Quality (TCEQ) for review and approval in accordance with the administrative requirements of 30 TAC §217.6.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Subrecipient shall provide notification to the GLO of the start of construction on any sewer treatment plant or other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.

In addition, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served, has been issued by the TCEQ as required by 16 Texas Administrative Code Chapter 24, Subchapter H.

G. ON-SITE SEWAGE FACILITIES (OSSF) IMPROVEMENTS

1. Subrecipient shall provide documentation that final plans, specifications, and installation of its OSSF improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.
2. Subrecipient shall mitigate all existing OSSF in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b).
3. Prior to the selection of program recipients for proposed OSSF, Subrecipient shall provide a copy of its proposed program guidelines to for GLO review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285, Subchapter D.

H. BUILDING CONSTRUCTION

Subrecipient shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) adopted under the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Chapter 68. If estimated construction costs exceed Fifty Thousand Dollars (\$50,000.00), Construction Documents must be submitted to the TDLR for an accessibility plan review.

I. BRIDGE CONSTRUCTION/REHABILITATION

Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction in accordance with Transportation Code Section 201.084, and documentation of such approval must be provided to the GLO.

J. DISASTER SHELTERS

Subrecipient shall ensure that the primary purpose of the facility, as described in Attachment A, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition, Subrecipient shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Texas Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of Subrecipient's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

K. DEBRIS REMOVAL

Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA

Debris Management Guide, as amended, regarding the use of TDSR sites. This document may be obtained at [FEMA Debris Monitoring Guide](#).

In order to maintain the life expectancy of landfills, Subrecipients disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

L. USE OF BONDS

Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the project funded under this Contract.

M. PROGRAM GUIDELINES

Prior to the selection of program beneficiaries, Subrecipient shall provide to the GLO, for GLO review and approval, a copy of its proposed guidelines for the program. The guidelines must meet or exceed to requirements in the Federal Registers. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

N. AFFORDABILITY PERIODS FOR SINGLE-FAMILY HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

For single-family non-rental housing assistance provided by Subrecipient, Subrecipient shall implement a minimum* three-year affordability period during which the homeowner must occupy the home as a principal place of residence, guaranteed by an unsecured forgivable promissory note.

O. UNSECURED FORGIVABLE PROMISSORY NOTE (“NOTE”)

Housing rehabilitation or reconstruction assistance provided by Subrecipient shall be in the form of a three-year unsecured forgivable promissory note at an interest rate of zero-percent (0%). Provided that all terms and conditions contained in the Note continue to be fulfilled, a Note will be forgiven according to the following terms, as applicable, until the applicant fulfills their note requirement (the requirements are defined in the promissory note document): at a rate of 33 percent per year for the first two years, and 34 percent after the third year.

1. If the homeowner occupies the home for the full three-year term, the Note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred or vacated by the homeowner for any consecutive thirty (30) day period during the Note term, the repayment provisions of the Note shall be enforced.
2. If, during the Note term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by the program director, city council, or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and, in the case of a limited clientele project, the determination that the national objective of benefiting low to moderate-income persons was met.
3. For a limited clientele project, the national objective will be considered met only when the program director, city council, or county commissioners court determines that a low- to

* Subrecipient may establish a longer affordability period at its own discretion.

moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. If the national objective was not achieved, Subrecipient is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the forgivable Note.

4. If property assisted under a limited clientele project is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the Note must be repaid by Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the Note or repayment of the assistance (in full or in part), Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.
5. Monitoring of the Note is required both during and after the grant is closed. Subrecipient must utilize non-CDBG funds to fulfill the monitoring obligations for its impacted recovered community.
6. Subrecipient will maintain a list of homeowners that do not maintain flood insurance as documented in their promissory note. These applicants will not be allowed to receive future assistance as outlined in Section B of this document.

P. RENTAL HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

Rental housing rehabilitation, reconstruction, or new construction assistance will be provided in the form of a forgivable loan at zero interest or grant dependent on the applicable Federal Register notice, Action Plan, or Housing Guidelines. Provided all terms and conditions under which the assistance was provided are fulfilled by the applicant developer, the repayment of the loan or grant will be forgiven.

The purpose of the program is to facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of a disaster event in order to increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters. Dependent on the applicable Federal Register notice, Action Plan, or Housing Guidelines, a minimum of 51% of the multi-family units must be restricted during the affordability period of either fifteen (15) years (for rehabilitation/reconstruction) or twenty (20) years (for new construction) for low to moderate income (LMI) persons. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME rent limits are defined by HUD and published on an annual basis with adjustments for family size.

Q. COASTAL MANAGEMENT

Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

Exhibit "C"

SCHEDULE

The Professional shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Task Description		Calendar Days from NTP
Task 1: Preliminary Design Phase Services		146
Kickoff Meeting	1	
Deliver DRAFT Technical Memorandum	94	
Deliver FINAL Technical Memorandum	146	
Task 2: Design Phase Services		313
Deliver 60% Design Documents	178	
Deliver 90% Design Documents	230	
90% Design Workshop	259	
Submit Bid-Ready Design Documents and Permitting	313	
Bid Phase Services		Until Start of Construction Phase
Construction Phase Services		Until the City's acceptance of the Project

The Professional's obligation to render services hereunder will be for whatever period necessary for the final completion of the services required in Exhibit "A." However, the Professional understands and agrees that services shall commence no earlier than upon execution of this agreement; and the Professional shall use commercially reasonable efforts to perform all services required herein within either 730 calendar days or the Project's administrative closure date, as defined by GLO, whichever is later.

Exhibit "D"

COMPENSATION

Basic Services

Services required under this Agreement shall be provided at a lump sum fee of TWO HUNDRED FORTY-NINE THOUSAND ONE HUNDRED FIFTY-ONE 04/100 DOLLARS (\$249,151.04).

Basic Services	Lump Sum Amount
TASK 1 – Preliminary Design Phase Services	\$ 74,745.31
TASK 2 – Design Phase Services	\$ 74,745.31
TASK 3 – Bidding Phase Services	\$ 24,915.11
TASK 4 – Construction Phase Services	\$ 74,745.31
Total Lump Sum for Basic Services	\$ 249,151.04

The portion of the compensation amount billed for the Professional's Services will be based upon the Professional's completion of and the City's and the GLO's acceptance of each grant milestone; provided that at no time the amounts specified herein for each task be exceeded.

Reimbursable Expenses

Reimbursable expenses shall include costs for incidental items such as parking, mileage, deliveries, and copies. Such expenses will be invoiced to the City at the Professional's direct cost. Reimbursable expenses will not exceed ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,500.00).

Additionally, expenses associated with transportation, including, but not limited to, meals, travel, and lodging, must be approved in writing by the City prior to the Professional incurring any expense associated therewith; otherwise, the parties hereto agree and understand that the City shall not be liable and the Professional shall not make a claim against the City for any such expenses.

Additional Services

The Professional will perform additional services at a price agreed upon by the Parties in writing prior to the performance of such services. The City shall not be responsible or liable for any additional services performed by the Professional unless such additional services have been approved in writing by the City prior to the performance of the same.

Additional Services	Lump Sum Amount
Environmental Investigation and Permitting	
Waters of the United states (WOTUS) Delineation and Jurisdictional Determination (JD)	\$11,061.10
Threatened and Endangered (T&E) Species Habitat Assessment	\$10,562.90
Phase I Environmental site Assessment (ESA)	\$7,123.20
Cultural Resource Desktop Analysis	\$4,282.40
Clean Water Act Permitting	\$10,541.70
Subtotal Environmental Investigation and Permitting	\$43,571.30
Detention Pond Improvements	
Alternate Design for Detention Pond Improvements	\$35,000.00
Total Lump Sum for Basic Services	\$78,571.30

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: January 6, 2025

Date submitted: 12/04/2024

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Consider authorizing a Professional Services Agreement for a Program Manager for the Master Drainage Plan with Gauge Engineering, LLC.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood is initiating a Master Drainage Plan to identify and prioritize critical flood mitigation projects. The project is supported by a grant from the Hazard Mitigation Grant Program (HMGP) under FEMA disaster designation DR-4485 (COVID-19 Pandemic), as allocated by the Texas Division of Emergency Management (TDEM).

Gauge Engineering, LLC, was selected through RFP 2024-05 to provide comprehensive program management services for the Master Drainage Plan. The firm will oversee the project's execution, ensuring compliance with FEMA regulations and alignment with the City's flood mitigation objectives.

Key responsibilities under the agreement include:

- Program management and stakeholder coordination.
- Technical guidance, hydrologic and hydraulic modeling.
- Regulatory compliance with FEMA and TDEM guidelines.
- Grant administration and quality assurance.
- Optional services for right-of-way acquisition and utility coordination if necessary.

The agreement establishes a not-to-exceed amount of \$333,130 for required services, with an additional \$41,300 for optional services to be authorized in writing.

The Master Drainage Plan will proceed following approval of this agreement, with major deliverables anticipated by the end of 2026.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Professional Services Agreement - Gauge Engineering

2. Form 1295 Certificate - Gauge Engineering
3. Government Code Verification Form - Gauge
4. Certificate of Insurance Exp 01-01-2025

PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Professional Services Agreement (this "Agreement") is entered into by and between the City of Friendswood, Texas (hereinafter called the "City"), a home-rule municipal corporation located in Harris and Galveston Counties, Texas, and Gauge Engineering, LLC, a Texas limited liability company (hereinafter called the "Professional"). The City and the Professional are hereinafter referred to as "Parties" or individually as a "Party."

1. Engagement of Professional.

The City hereby engages the Professional and the Professional hereby agrees to perform the "Scope of Services" hereinafter set forth. The City's Director of Engineering or his designee shall act as the City's Representative pursuant to this Agreement. The Professional shall keep a full-time registered engineer licensed in the state of Texas on staff and assigned to the Project for the duration of its performance of the Project. Terry M. Barr, P.E., CFM, shall act as Professional's project manager pursuant to this Agreement throughout the Project. Any change of Professional's project manager shall require advance written notice to and written approval from the City's Representative.

2. Scope of Services.

The Professional shall perform or cause to be performed engineering services associated with Program Management for the City of Friendswood Comprehensive Master Drainage Plan Project (the "Project") as more particularly described in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes. The Professional understands that the Project is federally funded with the Federal Emergency Management Agency's Hazard Mitigation Grant Program – Disaster Recovery funds; and, therefore, the Professional agrees to comply with all applicable Federal and State requirements, regulations, executive orders, policies, procedures and directives, including, but not limited to, those specified in Exhibit "B," which is attached hereto and incorporated herein for all intents and purposes.

3. Time of Performance.

The Professional shall perform the services required herein in accordance with the schedule attached hereto as Exhibit "C" and incorporated herein for all intents and purposes. The Professional shall not proceed with the work or any stage thereof until written notice to proceed is provided by the City's Representative.

4. Information and Services.

- a. It is agreed that the City shall furnish, without charge, for the purpose of the Agreement, information, data, reports, records, and maps as are existing and available for the carrying out of the work of the Professional as outlined under "Scope of Services"; provided, however, the City makes no representation or warranty regarding the reliability of any such information, data, reports, or maps. The City shall cooperate with the Professional and will, to the extent reasonably practicable, facilitate the performance of the services described in this Agreement.
- b. The Professional shall preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the City and shall promptly provide to the City any contracting information related to this Agreement that is in the

custody or possession of the Professional on request of the City's Representative and at no cost to the City. Upon completion of this Agreement, if applicable, the Professional shall provide at no cost to the City "as-builts," as applicable, and all contracting information related to the contract that is in the custody or possession of the Professional. For purposes of this section "contracting information" shall have the meaning ascribed to it in Section 552.003 of the Texas Government Code and as hereinafter amended.

5. Compensation and Method of Payment.

a. Compensation.

It is agreed that total fees for Basic Services for the work as described in Exhibit "A" hereto shall be paid on a time and materials basis and shall not exceed THREE HUNDRED THIRTY-THREE THOUSAND ONE HUNDRED THIRTY AND NO/100 DOLLARS (\$333,130.00) for required services and shall not exceed FORTY-ONE THOUSAND THREE HUNDRED AND NO/100 DOLLARS for optional support services if such optional support services are request in writing by the City. Such fees are more particularly detailed in Exhibit "D," which is attached hereto and incorporated herein for all intents and purposes.

b. Payment.

The Professional shall invoice the City monthly for its services and charges incurred. The Professional shall invoice based upon total services actually completed during the applicable month. Invoices shall be tendered no more often than once a month. The Professional shall not invoice the City for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice the City for services or expenses shall result in the Professional's invoice being denied and the City being relieved from any liability for payment of the late invoice.

The City agrees to pay the Professional within thirty (30) calendar days of its receipt of the invoice, including all necessary backup information, or service, whichever is later; provided, however, in the event of a disputed or contested invoice, the City, following written notice to the Professional, may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid. After receiving notice, the Professional shall be afforded a reasonable amount of time, not to exceed thirty (30) calendar days, to investigate, refute and/or cure the matter being disputed or contested. It is expressly understood and agreed that the Professional will not charge any interest on any portion of an invoice that is disputed and/or withheld and that the Professional will not suspend services under the Agreement on account of a disputed invoice or on account of monies withheld. All invoices must identify with specificity the work or services performed and the date(s) of such work or services.

The Professional shall pay its subcontractors no later than the tenth day after it receives payment as required under Chapter 2251, Texas Local Government Code.

c. Interest on Delinquent Payments.

Delinquent payments will accrue interest in accordance with Section 2251.025 of the Texas Government Code. All payments will be credited first to principal and then to interest.

6. Records.

The Professional shall keep accurate records, including time sheets and travel vouchers, of all time and expenses allocated to performance of the services performed hereunder. Such records shall be

kept in the office of the Professional for a period of not less than five (5) years from completion of the Project. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. City shall be entitled to review and/or receive copies of such records at no cost within ten (10) days of the City's request.

7. Ownership of Documents.

- a. All documents, including original drawings, estimates, specifications, field notes and data concerning the Project, are the property of the City and shall be tendered to the City prior to final payment hereunder. The Professional may retain reproducible copies of drawings and other documents for its use.
- b. All documents, including drawings prepared by the Professional and/or its subconsultants, are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. While they may be reused by the City, any such reuse without written verification or adaptation by the Professional for the specific purpose intended shall be at the City's sole risk and without liability or legal exposure to the Professional.

8. Insurance.

The Professional shall, at its own expense, purchase, maintain, and keep in force insurance, which shall protect against injury and/or damages which may arise out of or result from operations under this Agreement of the following types and limits:

- a. Workers' Compensation Insurance
 - Statutory Limits
 - Employer's Liability \$500,000
 - Waiver of Subrogation required.
- b. Commercial General Liability
 - General Aggregate: \$2,000,000
 - Products & Completed Operations Aggregate: \$2,000,000
 - Personal & Advertising Injury: \$1,000,000
 - Per Occurrence: \$1,000,000
 - Fire Damage: \$500,000
 - Waiver of subrogation required
 - Coverage shall be broad form
 - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
- c. Commercial Automobile Liability Insurance
 - Combined Single Limits: \$1,000,000
 - Coverage for "Any Auto"
 - Waiver of Subrogation required
- d. Professional Liability (Errors and Omissions)
 - Limit: \$1,000,000 for this Project
 - Coverage shall continue for a minimum of two (2) years after the Professional's assignment under this Agreement is completed.

The Professional's insurance coverage shall be primary insurance with respect to the City, its officials, employees, and agents. Any insurance or self-insurance maintained by the City, its officials, employees, or agents shall be considered in excess of the Professional's insurance and shall not contribute to it. Further, the Professional shall include all subconsultants, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subconsultants and assigns shall be subject to all of the requirements stated herein.

The following shall be applicable to all policies of insurance required herein:

- Insurance carrier for all liability policies must have an A.M. Best Rating of A-:VIII or better.
- Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- Liability policies must be on occurrence form. Professional Liability Insurance can be on claims-made form.
- Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- The City, its officers, agents, and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers' Compensation and Professional Liability Policies required herein.
- Upon request and without cost to the City, certificates of insurance shall be furnished to the City.
- All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of Professional.
- The Professional shall provide copies of insurance certificates required hereunder to the City on or before the effective date of this Agreement and shall ensure that throughout the term of this Agreement, all certificates on file with the City are up-to-date and not expired.

9. Standards of Performance.

- a. The Professional agrees the services it provides, as an experienced and qualified architect/engineer, will be performed with the professional skill and care ordinarily provided by competent architects/engineers practicing under the same or similar circumstances and professional licenses. The Professional further agrees that any analysis, reports, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the performance of other services under this Agreement will be pursuant to the standard of performance common in the profession. Approval by the City shall not constitute nor be deemed a release or waiver of the responsibility and liability of the Professional for the accuracy and competency of data, reports, and documents.
- b. The Professional shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. The Professional shall correct such deficiencies without additional compensation.

10. INDEMNIFICATION AND RELEASE.

a. INDEMNIFICATION.

THE PROFESSIONAL AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF AGREEMENT TO THE EXTENT CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL OR THE PROFESSIONAL'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL (COLLECTIVELY PROFESSIONAL'S PARTIES). IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE PROFESSIONAL AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY PROFESSIONAL TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF PROFESSIONAL'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE PROFESSIONAL'S PARTIES' INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY AND DEFENSE OBLIGATION SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE PROFESSIONAL'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, PROFESSIONAL FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE

THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

b. Release.

By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Agreement or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. Professional assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the Parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the Parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Professional's services to be performed hereunder. This release shall apply with respect to Professional's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

c. Subconsultants.

The Professional shall require all of its approved subconsultants to include in their subcontracts a release and indemnity in favor of the City in the same form as above.

11. Address of Notice and Communications.

Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, and addressed to the Party to be notified, with return receipt requested, or by delivering the same to an officer of such Party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited.

For the purpose of notice, the addresses of the Parties shall be as follows unless properly changed as provided for herein below:

City:

City of Friendswood
910 S. Friendswood Drive
Friendswood, Texas 77546
Attn: City Manager

Professional:

Gauge Engineering, LLC
11750 Katy Freeway, Suite 400
Houston, Texas 77079
Attn: Managing Member

Each Party shall have the right from time to time at any time to change its respective address and each shall have the right to specify a new address, provided that at least fifteen (15) days' written notice is given of such new address to the other Party.

12. Captions.

Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

13. Successors and Assignments.

The City and the Professional each binds themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators and assigns of such other Party, in respect to all covenants of this Agreement. However, neither the City nor the Professional shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or Professional of any public body which may be a Party hereto.

14. Termination of Agreement for Cause.

If, through any cause, the Professional shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Professional shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Professional of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. Upon delivery of any notice of termination required herein, the Professional shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, the Professional shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the City, the Professional shall also tender to the City's Representative all of the Professional's instruments of service, including all drawings, special provisions, field survey notes, reports, estimates, and any and all other documents or work product generated by the Professional under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by the City. No final payment will be made until all such instruments of service and materials supplied are so tendered.

Notwithstanding the above, the Professional shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Professional, and the City may withhold any payment to the Professional for the purpose of setoff until such time as the exact amount of damages due the City from the Professional is determined. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

15. Termination for Convenience of the City.

The City may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to the Professional. If the Agreement is terminated by the City as provided herein, the Professional shall be paid for the time provided and expenses incurred up to the termination date; provided the Professional has complied with that portion of Paragraph 14 pertaining to tendering a final statement along with all instruments of service to the City. If this Agreement is terminated due to the fault of the Professional, other terms and conditions contained in Paragraph 14 of this Agreement relative to termination shall apply.

16. Changes.

The City may, from time to time, request changes in the scope of the services to be performed by the Professional under this Agreement. Such changes, including any increase or decrease in the amount of the Professional's compensation, which are mutually agreed upon by and between the City and Professional shall be incorporated in written amendments to this Agreement. The City shall not be liable for any additional services performed hereunder unless an amendment to this Agreement for such services is executed prior to the performance thereof.

17. Personnel.

- a. The Professional represents that it has, or shall 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 City.
- b. All of the services required hereunder shall be performed by the Professional or under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, 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 City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

18. Reports and Information.

The Professional shall, at such times and in such forms as the City may require, furnish the City 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.

19. Independent Contractor.

The Professional is an independent contractor and the City neither reserves nor possesses any right to control the details of the services performed by the Professional under the terms of this Agreement.

20. Civil Rights.

The Professional shall comply with applicable requirements of Chapter 106 of the Civil Practice and Remedies Code of the State of Texas, which prohibits discrimination on the grounds of race, religion, color, sex, or national origin, while performing work on behalf of the City. The Professional shall carry out its work under this Agreement in a manner that shall ensure full compliance by the City with such statute and all applicable state and federal laws.

21. Interest of Professional and Employees.

The Professional covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the study area or any parcels therein or any other interests which would conflict in any manner or degree with the performance of its services hereunder. The Professional further covenants that in the performance of this Agreement, no person who has any such interest shall be employed by the Professional.

22. Incorporation of Provisions Required by Law.

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion upon application by either Party.

23. Governing Law.

This Agreement has been made under and shall be governed by the laws of the State of Texas.

24. Venue.
Any action brought by either Party based on any claim arising under or as a result of this Agreement shall be brought in a court of competent jurisdiction in Galveston County, Texas.
25. Time is of the Essence.
Time is of the essence in this Agreement. Professional shall perform the services herein as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect/engineer. It is anticipated that all work will be completed within the time as stated in the schedule from the date of execution, and that any delay in the completion of the work described herein shall constitute a breach of this Agreement.
26. No Third-Party Beneficiary.
This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Professional and the City only.
27. No Right to Arbitration.
Notwithstanding anything to the contrary contained in this Agreement, the City and the Professional hereby agree that no claim or dispute between the City and the Professional arising out of or relating to this Agreement shall be decided by any arbitration proceeding, including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, the Professional consents to be joined in the arbitration proceeding if the Professional's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.
28. Waiver.
No waiver by either Party to this Agreement of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
29. Complete Agreement.
This Agreement represents the entire and integrated agreement between the City and Professional in regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral, on the subject matter hereof.
30. Severability.
All Parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
31. Ambiguities.
In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any Party hereto on the basis that such Party did or did not author the same.
32. Authority.
The officers executing this Agreement on behalf of the Parties hereby represent that such officers have full authority to execute this Agreement and to bind the Party he/she represents.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the ____ day of December, 2024, the date of execution by the City Manager of the City of Friendswood.

City:
CITY OF FRIENDSWOOD, TEXAS

Professional:
GAUGE ENGINEERING, LLC

MORAD KABIRI, City Manager

BY: 
(Signature)

Matthew Zeve
(Printed Name)

Principal
(Title)

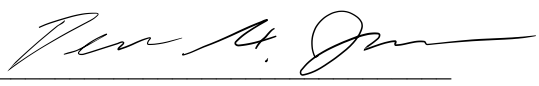
DATE: _____

DATE: 12/30/2024

ATTEST:

ATTEST:

LETICIA BRYSCH, City Secretary


(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Exhibit "A"

SCOPE OF WORK

A. PROJECT INFORMATION

The Professional shall serve as the Program Manager for the City of Friendswood's Comprehensive Drainage Plan. The Professional will provide oversight for hydrologic and hydraulic modeling, alternative development and evaluation, environmental and regulatory compliance, public outreach, project administration, quality assurance of all deliverables, and grant administration.

The Professional is intended to function as an extension of the City staff by providing qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this Agreement. The following services will be provided:

- Task 1: General Program Management and Administration
- Task 2: Optional Support Services
- Task 3: Grant Administration Services

B. SCOPE OF SERVICES

1. **Basic Services:** The Professional shall provide the following scope of services after the City's issuance of a notice to proceed for the Project:

Task 1: General Program Management and Administration

The Professional shall perform the following:

- a. Program Management – Management and administration activities performed in support of the Comprehensive Drainage Plan.
 - (1) Internal coordination including regular communication regarding project activities and team meetings; Maintain a record of all internal meetings, including notes and action items
 - (2) Prepare monthly billing. Invoices will be sent during the second week of each month based on actual time charged and will cover dates of service within the preceding month.
 - (3) Prepare monthly progress tracking based on information provided by the comprehensive drainage plan consultants.
- b. Consultant Management – The Professional will manage the activities of the City's consultant from contracting to project completion. The Professional will be responsible for providing direction to the individual consultants, monitoring their performance, providing support to keep the projects on schedule, and delivery of quality products.
 - (1) Study Proposal Development
 - (a) Conduct a scoping meeting with the consultant and City. The Professional will prepare a draft scope of work as a starting point. The Professional will work with the City's consultant to develop a scope of work that meets the grant requirement and intent.

- (b) Coordinate with the City's consultant to develop and schedule and fee that are within the parameters of the HMGP grant. Review fee estimate and provide comments.
 - (c) Coordinate completion of the contracting process with the City and the consultant.
 - (2) Provide contract administration for the duration of the Project
 - (a) Receive Purchase Order and prepare Authorizations
 - (b) Review and recommendation for further processing by the City of monthly invoices, including subconsultant invoices if applicable. Check for appropriateness of project charges and conformance with the terms of the contract.
 - (c) Review monthly project reports and schedule updates to ensure the Project is staying on schedule and within budget
 - (3) Upon completion of the final review and approval of the report by the City, the Professional, and the Texas Division of Emergency Management (TDEM), and the Federal Emergency Management Agency (FEMA), the Professional will initiate the project closeout.
- c. External Coordination – The Professional will support coordination with the City, the study consultant, and external stakeholders, agencies, and partners.
 - (1) Participate in quarterly meetings with local governments or agencies. These may include but are not limited to Galveston County Consolidated Drainage District (GCCDD), Harris County, the Harris County Flood Control District (HCFCD), Harris County Precinct 2, Galveston County, and Galveston County Precincts 3 and 4. The Professional will review and provide input for the meeting agendas and minutes developed by the study consultant.
 - (2) Participate in monthly progress meetings with the City and the MDP consultant. The Professional will review and provide input for the meeting agendas and minutes developed by the study consultant.
 - (3) Assist with coordination of external Stakeholders including TxDOT, USACE, Neighborhood Associations, and civic groups
 - (4) The Professional will provide support to the City and City's consultant for public engagement meetings and council presentations. The Professional will participate in each of the meetings.
 - (5) Presentation of program information at additional meetings that are not related to official coordination with the government agencies listed above.
- d. Quality Assurance/Quality Control – The Professional will lead the QA/QC effort and coordinate quality management activities with the City and study consultant.

- (1) Implement quality assurance and quality control plan developed in concert with the City's consultant. The Professional will coordinate with the City and study consultant to ensure agreement on the technical criteria, modeling standards and milestones for QC.
- (2) Ensure all QA/QC documentation is included with project submittals by the study consultant.
- (3) Ensure consistency with the TWDB/MAAPnext models and mapping that have been developed by the HCFCD and the Clear Creek Federal Flood Risk Management Project
- (4) Review modeling and report deliverables at specified milestones and provide comments to study consultants. The modeling reviews are expected to include review of four (4) separate InfoWorks ICM models. The GIS database and Draft Report assume one (1) primary file for review.
 - (a) Existing Conditions Modeling
 - (b) Preliminary Alternatives Modeling
 - (c) Final Alternatives Models, OPCC, Project Benefits
 - (d) GIS Flood Risk Database
 - (e) Draft Report
- (5) Coordinate with the project consultants in the preparation of the Alternatives Workshop and attend the workshop. Provide input for agenda and workshop materials to study consultant.

e. Project Scheduling and Document Control

- (1) Develop schedule in coordination with study consultants and maintain master project schedule in Microsoft Project Professional. An updated schedule will be provided if there are changes to the scope or if it is requested by the City or the study consultant.
- (2) Monitor project financials on a monthly basis, including cash flow projections based on study progress and budget, including the study consultant and the Professional's expenses.
- (3) Study consultant will maintain project document control and electronic filing system on SharePoint and provide access to the City and the Professional. All consultant documentation will be delivered via the SharePoint site. Upon completion of the projects, all final deliverables and supporting documentation will be delivered to the City.

Deliverables:

- (1) Meeting notes (to Study consultant for minutes)

- (2) Monthly status report updates
- (3) Monthly budget updates
- (4) Monthly invoicing (per grant requirements)
- (5) Project contract documents
- (6) QA/QC documentation (study consultant and the Professional)
- (7) Monthly cash-flow projections
- (8) Updated schedules (as needed)

Task 2: Optional Support Services

This task involves additional program-wide services that are not necessarily project specific but will be leveraged for all projects and must be authorized in advance in writing if such services are desired by the City. These services include ROW acquisition assistance, utility investigation and coordination, and public outreach and education. To the extent authorized in writing, the Professional shall perform include the following:

- a. Funding Opportunities and Grant Applications – Provide support for activities related to the investigation of funding opportunities as well as coordination with potential partners.
 - (1) Research potential funding opportunities as well as the requirements and intent. Identify funding sources that are appropriate for the project area development, socio-economic makeup, and specific project activity.
 - (2) Assist the City in coordination with local entities to build partnerships for pursuit of project funding. These entities include, but are not limited to Harris County, Galveston County, the Galveston County Consolidated Drainage District, and private interests in the watershed. The amount of time on this task could vary and as such, the Professional has allocated a maximum budget of \$10,000
 - (3) Assist the City in coordination with the various entities that may potentially provide project funding. These sources may include but are not limited to FEMA (HMGP, BRIC, FMA), HUD/GLO (CDBG-DR and -MIT), NRCS, TWDB, and other agencies, as well as private interests that may be interested in partnering with the City for flood reduction projects. These funding opportunities may be released on regular cycles as well as those related to disaster declarations. The amount of time spent on this task could vary widely and as such, the Professional has allocated a maximum budget of \$10,000.
 - (4) Review low-to-moderate income (LMI) data to identify areas that may have higher potential for CDBG- DR or -MIT funding.

- (5) Prepare grant applications for specific projects at the direction of City.

Task 3: Grant Administration Services

The Professional will complete grant administration and management services (subrecipient management). The Professional shall perform the following:

a. Subrecipient Management

- (1) Fully administer all aspects of HMGP grant according to any contractual agreement with TDEM and FEMA. This includes the following tasks:
 - (a) Prepare required reports to the State.
 - (b) Prepare requests for advances or reimbursements from the City to the State.
 - (c) Provide Grant administration and compliances support for grant award.
 - (d) Prepare reconciliation with State on all grant funds.
 - (e) Prepare all reports and forms required for grant closeout.
 - (f) Participate in any review or audit of grant by TDEM and FEMA or their assignee and address any questions, findings or deficiencies noted
 - (g) Assist the City in managing budget to ensure that all projects are completed with the available Federal funding.
 - (h) Assist the City in ensuring that the project contract specifications meet the FEMA grant requirements.
 - (i) Assist the City in developing a process to ensure that all work is performed in compliance with engineering specifications and best practices.
- (2) Request additional grant administration funds allowable per HMGP grant.
- (3) Request extension for grant period of performance. This task will begin upon approval of the contract as it is understood that an extension is needed to complete the project in the duration recommended by the study consultant.

b. Study Coordination and Project Management

- (1) Working directly with the City's consultant to establish data collection that meet FEMA's Benefit Cost Analysis software needs

- (2) Participating in planning meetings to identify damage centers most likely to yield viable mitigation projects.
 - (3) Ensuring identified mitigation alternatives are listed as an action(s) in the City's current FEMA-approved mitigation plan.
- c. Benefit-Cost Analysis – To be eligible for FEMA mitigation grant funding, mitigation projects must be cost effective as demonstrated by a FEMA-validated BCA. A BCA evaluates the future benefits (projected losses avoided) of a project in relation to its cost. The BCA evaluation results in a benefit-cost ratio (BCR). If the future benefits are equal to or greater than the project cost, then the BCR is equal to or greater than 1.0 and the proposed project is considered cost effective. If the benefits are less than the cost, then the BCR is less than 1.0, and the proposed project is not considered cost effective. Only projects that demonstrate a BCR of 1.0 or greater are considered for HMA funding.
- (1) Develop spreadsheet for all properties in a given damage center that will benefit from an identified mitigation alternative. Spreadsheet will include all data elements that will need to be collected for the BCA runs
 - (2) City's engineering firm will provide input to this spreadsheet for each structure in the benefit area, to include:
 - (a) Pre- and Post-alternative H&H data.
 - (b) Finished Floor Elevations or LIDAR data for estimated elevation.
 - (c) Address listing.
 - (d) Cost estimate.
 - (e) Scope of Work.
 - (f) Maps.
 - (3) Complete BCAs for each identified alternative using FEMA approved BCA software. Study consultant scope assumes up to 15 separate alternatives.
 - (4) Provide input to City's selected engineering firms for refinement of data collection for refining/updating/re- running BCAs, with the continued goal of identifying cost effective mitigation alternatives for which to apply for FEMA funding.
 - (5) Collect all necessary backup documentation to support the methodology and data inputs into the BCA software.
 - (6) Identify viable, eligible projects from this study for submittal to FEMA in future grant cycles.

2. Additional Services:

The City shall not be responsible or liable for any additional services performed by the Professional unless such additional services have been approved in writing prior to the performance of the same. The Professional will perform additional services at a price agreed upon by the Parties in writing prior to the performance of such services.

Exhibit "B"

REQUIRED CONTRACT PROVISIONS

The following contract provisions are included in this Agreement, where applicable, pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, and the Professional shall comply with each such provision. Violations will be referred to the proper authority in the applicable jurisdiction. Additionally, the Professional is required to include the provisions below in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subconsultants performing work under this Agreement. All required provisions applicable to the Project by federal, state, or local law or regulation shall be deemed to have been set forth herein in full.

For purposes of these provisions, the Professional may also be referred to as "contractor" or "prime contractor," and the City of Friendswood may also be referred to as "subrecipient." The Parties agree that should there be a conflict between this Exhibit "B" and the terms of the Agreement that the most stringent provision shall control, as determined by the City.

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1. Termination of Agreement for Cause.

If the Professional fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Professional violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Professional 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 Professional pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Professional 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 Professional shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Professional, and the City may offset the damages it incurred as a result of the Professional's breach of the Agreement from any amounts it might otherwise owe the Professional.

2. Termination for Convenience of the City.

City may at any time and for any reason terminate Professional's services and work at City's convenience upon providing written notice to the Professional specifying the extent of termination and the effective date. Upon receipt of such notice, Professional 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.

Upon such termination, Professional 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 Professional as are permitted by the prime contract and approved by City. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Professional prior to the date of the termination of this Agreement. The Professional shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

3. Changes.
The City may, from time to time, request changes in the services the Professional will perform under this Agreement. Such changes, including any increase or decrease in the Professional's compensation, must be agreed to by all Parties and finalized through a signed, written amendment to this Agreement.
4. 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 Federal Emergency Management Agency's ("FEMA") Hazard Mitigation Grant Program – Disaster Recovery 4485-0223 ("HMGP-DR") 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 may first agree to try in good faith to settle the matter by mediation before resorting to litigation, or some other dispute resolution procedure. If the Parties agree to mediate, the Parties shall bear the costs of such mediation equally. If the matter is not resolved within 60 days of the initiation to negotiate or after any third-party mediation, either Party may proceed to file suit.
5. Personnel.
 - a. The Professional 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 City.
 - b. All of the services required hereunder will be performed by the Professional 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 City. 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. Assignability.
The Professional shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; provided, however, that claims for money by the Professional from the City 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 City.
7. Reports and Information.
The Professional, at such times and in such forms as the City may require, shall furnish the City 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. The Professional shall collect, transmit and store all reports and information pertaining to the Project in accordance with 2 C.F.R. § 200.336.
8. Records, Access, and Audits.
 - a. Records.

The Professional shall maintain all records, including, but not limited to, financial records, supporting documents, statistical records and all other records pertinent to the Project in a manner that conforms to 2 C.F.R. §§ 200.300-.309, 24 C.F.R. §§ 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. The Professional shall retain such records, and any supporting documentation, for the greater of three (3) years from closeout of the Agreement (after the City makes its final payment and all pending matters are closed) or the period required by other applicable laws and regulations, including, but not limited to, 2 C.F.R. § 200.334.

b. Access to Records.

- (1) The Professional agrees to provide FEMA, Inspectors General, the Comptroller General of the United States, the Texas Division of Emergency Management (TDEM), and the City, or any of their authorized representatives access to any documents, papers, and records of the Professional which are directly pertinent to the HMGP-DR award and/or this Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions.
- (2) The Professional 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 Professional agrees to provide FEMA, TDEM, or their authorized representatives access to the worksites pertaining to the work being completed under this Agreement.

c. Audits.

In compliance with the Disaster Recovery Act of 2018, the City and the Professional acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9. Findings Confidential.

All of the reports, information, data, etc., prepared or assembled by the Professional under this Agreement are confidential, and the Professional agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

10. 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 Professional.

11. Compliance with Local Laws.

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

12. Conflicts of Interest.

a. Disclosure.

The Professional must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. The Professional shall not use funds to directly or

indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Professional becomes aware of facts that require the statement to be filed.

b. Governing Body.

No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of HMGP-DR award between TDEM and the City, shall have any personal financial interest, direct or indirect, in the Professional or this Agreement; and the Professional shall take appropriate steps to assure compliance.

c. 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 HMGP-DR award between TDEM and the City, shall have any personal financial interest, direct or indirect, in the Professional or this Agreement; and the Professional shall take appropriate steps to assure compliance.

d. The Professional and Employees.

The Professional warrants and represents that it has no conflict of interest associated with the HMGP-DR award between TDEM and the City or this Agreement. The Professional further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the HMGP-DR award between TDEM and the City or in any business, entity, organization or person that may benefit from the award. The Professional further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689).

The Professional 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 Professional. The Professional 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. Equal Opportunity Clause.

a. During the performance of this contract, the Professional agrees as follows:

- (1) The Professional will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Professional 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 Professional 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 Professional will, in all solicitations or advertisements for employees placed by or on behalf of the Professional, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Professional will not discourage 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 Professional 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 Professional's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Professional 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.
- (6) The Professional 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 Professional'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 Professional 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 Professional will include the portion of the sentence immediately preceding paragraph (a) 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 Professional 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 the Professional becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Professional may request the United States to enter into such litigation to protect the interests of the United States.

15. Davis-Bacon Act.

The Professional recognizes that the prime construction contract for this Project must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be 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. In addition, contractors must be required to pay wages not less than once a week. The Professional shall ensure that a copy of the current prevailing wage determination issued by the Department of Labor is included in each solicitation under this Agreement. The Professional's recommendation to award a contract or subcontract must be based upon the acceptance of the wage determination. The Professional shall report all suspected or reported violations to the City. The Professional shall report to the City in writing all suspected or reported violations to the City. The Professional understands that the City will, in turn, report each violation, as required, to FEMA.

16. Copeland "Anti-Kickback" Act.

The construction contract for this Project must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Professional shall report in writing all suspected or reported violations to the City. The Professional understands that the City will, in turn, report each such violation, as required, to FEMA and TDEM.

17. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

The construction contract for this Project must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5) and 2 C.F.R. Appendix II to part 200 (E). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in

surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. If Professional becomes aware of any violation of this legislation, the Professional shall notify the City in writing. The Professional understands that the City will, in turn, report each such violation, as required, to FEMA and/or TDEM, as applicable.

18. Clean Air Act (42 U.S.C. 7401-76719.1 and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

The construction contract for the Project must contain a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-76719) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). If Professional becomes aware of any violation of these standards, orders, regulations, or laws, the Professional must report such violation to the City in writing. The Professional understands that the City will, in turn, report each such violation, as required, to FEMA and/or TDEM, as applicable.

19. Federal Water Pollution Control Act..

The construction contract for the Project must contain a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. If Professional becomes aware of any violation of these standards, orders, regulations, or laws, the Professional must report such violation to the City in writing. The Professional understands that the City will, in turn, report each such violation, as required, to FEMA and/or TDEM, as applicable.

20. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

In the construction contract for the Project, the contractor will be required to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. 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 guideline. If Professional becomes aware of any violation of these acts, the Professional must report such violation to the City in writing. The Professional understands that the City will, in turn, report each such violation, as required, to FEMA and/or TDEM, as applicable.

21. Domestic Preferences for Procurements (2 C.F.R. § 200.322).

a. The Professional understands that as appropriate and to the extent consistent with law and to the greatest extent practicable under a Federal award, the City is required to provide 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). This preference requirement must be included in all subawards including all contracts and purchase orders for work or products for the Project. As such, in making its recommendation to the City for the award of a contract, the Professional shall take this preference under consideration.

b. For purposes of this section:

- (1) "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.
 - (2) "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.
 - (3) Iron and steel products, manufactured products, and construction materials) used in this project comply with the Build America, Buy America Act (BABA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58.
22. Prohibition on Contracting for Covered Telecommunications Equipment or Services.
The Professional understands and agrees that no portion of the design of the Project shall be designed to conflict with Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NOAA) and/or 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).
23. Whistleblower Protection Act.
 - a. The Professional, its subconsultants, and employees working on this Project shall be subject to 41 U.S. Code § 4712, which requires that an employee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.
 - b. The Professional shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Professional shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.
24. 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.
25. Section 504 of the Rehabilitation Act of 1973, as amended.
The Professional 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.
26. Age Discrimination Act of 1975.

The Professional 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.

27. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

The Professional 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 Professional shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

28. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Professionals.

- a. The Parties agree to 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:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - (3) 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;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
 - (5) 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
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

29. Patent Rights and Inventions.

- a. The Professional 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 C.F.R. 200 Appendix II (f) and Rights to Inventions in 37 C.F.R. Part 401).

- b. *Rights to Inventions Made Under a Contract or Agreement* - If the Federal award meets the definition of "funding agreement" under 37 C.F.R. §401.2 (a) and the Professional wishes to enter into a contract with a small business or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," compliance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Professionals Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations or standards issued by TDEM and the City shall be required. (2 C.F.R. 200 Appendix II (f), Rights to Inventions).

30. Energy Efficiency.

The Professional shall ensure that its designs 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 C.F.R. 200 Appendix II (h)).

31. State Law Requirements.

a. Form 1295.

The Professional will provide a completed Form 1295 generated by the Texas Ethics Commission's electronic filing application in accordance with the provisions of Section 2252.908, Texas Government Code, as amended, and the rules promulgated by the Texas Ethics Commission ("Form 1295"), in connection with entry into this Agreement. Upon receipt of the Professional's Form 1295, the City agrees to acknowledge the Professional's Form 1295 through its electronic filing application. The City and the Professional understand and agree that, with the exception of information identifying the Professional and the contract identification number, the City is not responsible for the information contained in the Professional's Form 1295 and the City has not verified such information.

b. Iran, Sudan and Foreign Terrorist Organizations.

The Professional represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and excludes the Professional and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Professional understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Professional and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this paragraph shall survive termination of the Agreement until the statute of limitations has run.

c. Anti-Boycott Verification.

The Professional hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code. As used in the foregoing 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. The Professional understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Professional and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this paragraph shall survive termination of the Agreement until the statute of limitations has run.

d. Petroleum.

The Professional hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the Agreement term. The foregoing verification is made solely to enable the City to comply with such Section. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, 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 with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (b) does business with a company described by (a) above. The Professional understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Professional within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this paragraph shall survive termination of the Agreement until the statute of limitations has run.

e. Firearms.

The Professional hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the Term against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the City to comply with such section. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association": (a) means, with respect to the firearm entity or firearm trade association, to: (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (b) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to

terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (a) "firearm entity" means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (b) "firearm trade association" means a person, corporation, unincorporated association, federation, business league, or business organization that: (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual); (ii) has two or more firearm entities as members; and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Professional understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Professional within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this paragraph shall survive termination of the Agreement until the statute of limitations has run.

32. DHS Seal, Logo, and Flags.

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

33. No Obligation by Federal Government.

The Federal Government is not a party to this Agreement 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 Agreement.

34. Program Fraud and False or Fraudulent Statements or Related Acts.

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

Exhibit "C"

SCHEDULE

The Professional shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

PROJECT SCHEDULE BY TASK		Schedule
TASK 1: General Program Management and Administration		Throughout the Project
Task 1.1: Program Management		
Task 1.2: Consultant Management		
Task 1.3: External Coordination		
Task 1.4: Quality Assurance/Quality Control		
Task 1.5: Project Scheduling and Document Control		
TASK 2: Optional Support Services (if requested in writing by City)		TBD
Task 2.1: Funding Opportunities and Grant Applications		
TASK 3: Grant Administration Services		Throughout the Project
Task 3.1: Subrecipient Management		
Task 3.2: Study Coordination and Project Management		
Task 3.3: Benefit Cost Analysis		
TOTAL CALENDAR DAYS		

The Professional's obligation to render services hereunder will be for whatever period necessary for the final completion of the services required in Exhibit "A."

Exhibit "D"

COMPENSATION

Basic Services

Services required under this Agreement, including all reimbursable expenses, shall be provided at a cost not to exceed THREE HUNDRED SEVENTY-FOUR THOUSAND FOUR HUNDRED THIRTY AND NO/100 DOLLARS (\$374,430.00). Fees will be calculated upon a time and materials basis using the fee schedule below and shall not exceed the following for any particular task:

PROJECT FEES BY TASK		COST NOT TO EXCEED
TASK 1: General Program Management and Administration		\$ 198,330.00
Task 1.1: Program Management		\$ 46,620.00
Task 1.2: Consultant Management		\$ 24,060.00
Task 1.3: External Coordination		\$ 36,920.00
Task 1.4: Quality Assurance/Quality Control		\$ 62,400.00
Task 1.5: Project Scheduling and Document Control		\$ 28,330.00
TASK 2: Optional Support Services (if requested in writing by City)		\$ 41,300.00
Task 2.1: Funding Opportunities and Grant Applications		\$ 41,300.00
TASK 3: Grant Administration Services		\$ 134,800.00
Task 3.1: Subrecipient Management		\$ 33,600.00
Task 3.2: Study Coordination and Project Management		\$ 11,200.00
Task 3.3: Benefit Cost Analysis		\$ 90,000.00
PROJECT TOTAL NOT TO EXCEED		\$ 374,430.00

Hourly Rate Schedule

Title	Hourly Rate
Program Manager	\$300.00
Quality Manager	\$275.00
Senior Professional Engineer	\$235.00
Professional Engineer	\$175.00
Engineer in Training	\$135.00
FEMA Grant Specialist	\$200.00
Administrative Assistant	\$85.00

Additional Services

The Professional will perform additional services at a price agreed upon by the Parties in writing prior to the performance of such services. The City shall not be responsible or liable for any additional services performed by the Professional unless such additional services have been approved in writing by the City prior to the performance of the same.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: January 6, 2025

Date submitted: 12/20/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing an agreement with Cracon, Inc., for the Utility Relocates at Clear Creek Utility Bridge Project.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood is undertaking the Utility Relocates at Clear Creek Utility Bridge Project to ensure the reliable operation of critical utility infrastructure and enhance flood resilience in the area. This project involves the relocation of approximately 1,004 linear feet of force main and 940 linear feet of water line, implemented via horizontal directional drilling and open-cut construction, as well as the demolition of the existing utility bridge.

Bids for the project were received and reviewed by the engineering consultant, Kimley-Horn, who recommended awarding the contract to Cracon, Inc., in the amount of \$1,473,835.00. The bid aligns closely with the engineer's Opinion of Probable Construction Cost (OPCC) of \$1,500,000 and includes all required documentation.

The scope of work includes:

- Relocation of existing force mains and water lines.
- Demolition and disposal of the Clear Creek Utility Bridge.
- Restoration of the construction site, including landscaping and erosion control measures.

This project is funded by the Community Development Block Grant Disaster Recovery (CDBG-DR) Program through the Texas General Land Office (GLO). The project complies with federal regulations, including the Davis-Bacon Act for prevailing wage requirements.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval

ATTACHMENTS

1. 00230 - Standard Agreement for Contracting Services -Cracon, Inc

2. Project Location Map
3. Friendswood Utility Relocates Award Recommendation
4. Form 1295 Signed
5. Certificate of Insurance Exp 10-11-2025
6. Government Code Verifications Form
7. Payment Bond - Cracon
8. Performance Bond - Cracon

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

**STANDARD AGREEMENT FOR
CONTRACTING SERVICES**

THIS AGREEMENT, entered into as of this 6th day of January, 2025, by and between the City of Friendswood, Texas (hereinafter called the "CITY") acting herein by its Mayor, duly authorized by approval of the City Council of the City of Friendswood and CRACON, INC., 2007 W. HIGHWAY 6, ALVIN, TEXAS 77511 (hereinafter called the "CONTRACTOR") acting herein by CAMELL ALLISON, PRESIDENT hereunto duly authorized:

WITNESSETH THAT:

WHEREAS, the CITY and the CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I: WORK

- 1.1 The Contractor shall complete all the Work as specified in the Contract Documents. The Work is generally described as follows:

UTILITY RELOCATES AT CLEAR CREEK UTILITY BRIDGE

- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

UTILITY RELOCATES AT CLEAR CREEK UTILITY BRIDGE

ARTICLE II: DESIGN PROFESSIONAL

- 2.1 The Project has been designed by KIMLEY-HORN AND ASSOCIATES, INC., 11700 KATY FREEWAY, SUITE 800, HOUSTON, TX 77079, who is hereinafter called the Design Professional and who is to act as the City's Representative, assume all duties and responsibilities and shall have the rights and authority assigned to the Design Professional in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE III: CONTRACT TIME

- 3.1 The Work shall be Substantially Complete within TWO-HUNDRED TEN (210) CALENDAR Days after the date when the Contract Time commences to run as provided by the General Conditions.

- 3.2 The Work shall have Final Completion and be ready for Final Payment in accordance with the General Conditions within TWO HUNDRED FORTY (240) CALENDAR Days after the date when the Contract Time commences to run as provided by the General Conditions.

ARTICLE IV: LIQUIDATED DAMAGES

- 4.1 The City and the Contractor recognize that time is of the essence of this Agreement and that the City shall suffer financial loss if the Work is not completed within the time specified in Article 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (not as a penalty) the Contractor shall pay the City FIVE HUNDRED Dollars (\$500.00) for each day that expires after the time specified in Article 3.1, in this Agreement, for Substantial Completion until the Work is Substantially Complete.
- 4.2 After Substantial Completion, if the Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified in Article 3.2 for Final Completion and readiness for Final Payment or any proper extension thereof granted by the City, the Contractor shall pay City Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Article 3.2, in this Agreement, for Final Completion until the Work is Finally Complete and ready for Final Payment.
- 4.3 Contractor agrees any assessed liquidated damages may be offset against retainage held by the City.

ARTICLE V: CONTRACT PRICE

- 5.1 The City shall pay the Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Document 00145 – Unit Price Form.
- 5.2 TOTAL AMOUNT OF BID is ONE MILLION FOUR HUNDRED SEVENTY-THREE EIGHT HUNDRED THIRTY-FIVE 00/100 Dollars (\$1,473,835.00).
- 5.3 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the City as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions. Unit prices specified as per lump sum have been computed an accordance with of the General Conditions.

ARTICLE VI: PAYMENT PROCEDURES

- 6.1 The Contractor shall submit Contractor Payment Application. Payment Applications shall be processed by the City as provided in the General Conditions.
- 6.2 Progress Payments; The City shall make progress payments on account of the Contract Price on the basis of the Contractor's Payment Application on or about the twentieth (20th) day of each month during construction as provided in Paragraph 6.3 below. All such payments shall be measured by the schedule of value established in Section 01295 – Schedule of Values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- 6.3 Prior to Substantial Completion progress payments shall be made equal to the percentage of the Work completed, as established above, and materials and/or equipment not incorporated in the work completed but delivered, suitably stored, and accompanied by suitable documentation satisfactory to the City as provided in the General Conditions. Progress payments shall be made less retainage as indicated in Paragraph 6.4 and 6.5 below, but in each case, less the aggregate of payments previously made less such amounts as the City shall determine or withhold, in accordance with of the General Conditions.
- 6.4 Retainage prior to Substantial Completion; If the total Contract Price at the time of Contract Execution is Five Hundred Thousand Dollars (\$500,000) or more, the agreed retainage until Substantial Completions shall be five percent (5%), otherwise the agreed retainage shall be ten percent (10%).
- 6.5 Retainage after Substantial Completion: On projects where a long period of time is expected to occur between the Substantial Completion and Final Acceptance, retainage shall be reduced by one-half (1/2). The reduced retainage shall never be less that the expected value of any work requiring correction or unfinished work. A portion of the retainage shall always be held until issuance of a Certification of Final Completion.

ARTICLE VII: INTEREST

- 7.1 All monies except retainage, not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by the law.

ARTICLE VII: CONTRACTOR'S REPRESENTATIONS

In order to induce the City to enter into this Agreement the Contractor makes the following representations:

- 8.1 The Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in Article IX) and other related data identified in the Documents including “technical data” and performed a constructability review.
- 8.2 The Contractor has visited the site and become familiar with and is satisfied as to the general local and site conditions, including utilities that may affect cost, progress, performance and furnishing of the Work.
- 8.3 The Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.
- 8.4 The Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings if physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. Contractor accepts the determination set forth in the Supplementary Conditions of the extent of the “technical data” contained in such reports and drawings upon which the Contractor is entitled to rely as provided in the General Conditions. The Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for the Contractor’s purposes. The Contractor acknowledges that the City and the Design Professional shall not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. The Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by the Contractor and safety precautions and programs incident hereto. The Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with other terms and conditions of the Contract Documents.
- 8.5 The Contractor is aware of the general nature of work to be performed by the City and others at the site that relates to the Work as indicated in the Contract Documents.

- 8.6 The Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 8.7 The Contractor has given the City written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to the Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE IX: THE CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between the FDEDC and the Contractor concerning the Work, consist of those referenced in this article. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order:

- 9.1 Any modification, including Change Orders, duly delivered after Execution of the Agreement
- 9.2 Addenda as issued, with Acknowledgement of Addenda if applicable
- 9.3 Federal Contract Required Clauses, including Certification for Contracts, Grants, Loans and Cooperative Agreements
- 9.4 Standard Agreement for Contracting Services (this agreement)
- 9.5 General Conditions.
- 9.6 Supplemental Conditions
- 9.7 Technical Specifications Divisions 1 through 16
- 9.8 Request for Proposals (Cover Sheet and numbered sheets)
- 9.9 Post-Bid Procedures
- 9.10 Insurance Requirements
- 9.11 Performance Bond, included herein
- 9.12 Payment Bond, included herein.

- 9.13 Texas Workers' Compensation
- 9.14 Wage Scale
- 9.15 Affidavit of Insurance, and Certificates of Insurance
- 9.16 Alcohol and Drug Free Workplace Policy
- 9.17 Construction Storm Preparation Policy
- 9.18 Hazardous Communications Program Requirement Agreement.
- 9.19 Homeland Security Policy
- 9.20 Child Support Affidavit
- 9.21 Unit Price Bid Form
- 9.22 Texas Ethics Commission Form 1295
- 9.23 Texas Government Code Verification

There are no Contract Documents other than those listed above in this Article IX. The Contract Documents shall only be altered, amended, or repealed by a modification (as defined in the General Conditions).

ARTICLE X: INDEMNIFICATION

CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS OFFICERS, ELECTED OFFICIALS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY CLAIMS, FINES, DEMANDS, LOSS, DAMAGE, SUIT, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, CAUSED BY THE NEGLIGENT, INTENTIONAL OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACT LABORERS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT.

CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS IN CONNECTION WITH THE SERVICES OF CONTRACTOR AND SHALL EXONERATE,

INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE ARISING OUT OF NONCOMPLIANCE WITH SUCH LAWS, RULES AND REGULATIONS, WITHOUT LIMITATION. CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR PAYMENTS OF FEDERAL, STATE AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER THE SOCIAL SECURITY, WORKER'S COMPENSATION, AND INCOME TAX LAWS WITH RESPECT TO CONTRACTOR'S EMPLOYEES. FURTHER, CONTRACTOR SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS ARISING OUT OF ANY ACT OR OMISSION, INTENTIONAL TORT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER OF CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY CONTRACTOR OR AS A RESULT OF CONTRACTOR'S FAILURE TO USE AND EMPLOY REASONABLE SKILL AND CARE BEFITTING THE PROFESSION IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. FURTHER, CONTRACTOR SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY CONTRACTOR IN THE PERFORMANCE OF THIS AGREEMENT.

THE FOREGOING INDEMNIFICATION PROVISION SHALL APPLY TO CONTRACTOR REGARDLESS OF WHETHER OR NOT SAID LIABILITY, LOSS, DAMAGES, EXPENSES, OR CLAIMS IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER.

THE CONTRACTOR SHALL REQUIRE ALL OF ITS APPROVED SUBCONTRACTORS TO INCLUDE IN THEIR SUBCONTRACTS, A RELEASE AND INDEMNITY IN FAVOR OF THE CITY IN SUBSTANTIALLY THE SAME FORM AS ABOVE.

ARTICLE XI: MISCELLANEOUS

- 11.1 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.
- 11.2 Termination. In addition to the termination rights elsewhere in Contract Documents, the City may terminate this Agreement as follows:
- a. For Convenience.
The performance of the work may be terminated at any time in whole or in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the work is terminated and the date upon which termination becomes effective. If, for whatever reason, this contract is terminated for cause, which is later determined not to exist, the parties agree that the contract will be deemed to be terminated for convenience. In the event of termination for convenience, the Contractor shall only be paid its reimbursable costs incurred prior to the effective date of the termination notice and shall not be entitled to receive any further payment hereunder and shall be further subject to any claim the City may have against the Contractor under other provisions of this Contract or as a matter of law, including the refund of any overpayment of reimbursable costs and/or other payment.
 - b. For Cause.
Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City, upon giving the Contractor ten (10) days' prior written notice, shall be entitled to terminate this Contract in its entirety at any time for the following:
 - (1) If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors;
 - (2) If a receiver, trustee or liquidator of any of the property or income of the Contractor shall be appointed;
 - (3) If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to ensure its progress and completion as prescribed by the time schedules;
 - (4) If within ten (10) calendar days after written notice thereof from the City or the City's Representative, the Contractor shall fail to remedy any defective work or work that does not conform to the requirements of this Contract, specifications, and other Contract Documents, or any other default under any of the terms, provisions, conditions, or covenants contained in this Contract or any other current agreement between the Contractor and another City for similar construction

work on other property; or

- (5) If the Contractor shall fail for any reason other than the failure by the City to make payment called upon when due.

In the event of such termination for cause, the Contractor shall only be paid its reimbursable costs incurred prior to the effective date of the termination and shall not be entitled to receive any further payment hereunder and shall be further subject to any claim that the City's Representative or the City may have against the Contractor under the provisions of this Contract or as a matter of law, including the refund of any overpayments of reimbursable costs or other payments.

c. Procedure after Notice of Termination.

After receipt of a notice of termination, whether with or without cause, the Contractor shall, in good faith and to the best of its ability, do all things necessary in light of such notice to assure the efficient and proper close-out of the terminated work (including, but not limited to, the protection of the City's property). Among other things the Contractor shall, except as otherwise directed or approved by the City, do the following:

- (1) Stop the work on the date and to the extent specified in the notice of termination;
- (2) Place no further orders or subcontracts for services, equipment, or material, except as may be necessary for completion of such portion of the work as is not terminated;
- (3) Immediately terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination;
- (4) Assign to the City, in the manner and to the extent directed by it, all of the right, title and interest of the Contractor under the orders or subcontracts so terminated in which case, the City shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (5) With the approval of the City, settle all outstanding liabilities and all claims arising out of such termination, orders and subcontracts;
- (6) Deliver to the City, when directed by the City, all documents and all property, which if the work had been completed, the Contractor would have been required to account for or deliver to the City, and transfer title to such property to the City to the extent not already transferred; and/or
- (7) Take actions necessary or as otherwise directed by the City's Representative or the City for the protection and preservation of the work.

In the event of such termination, there shall be an equitable reduction of the Contract Price to reflect the reduction in the work. Costs incurred after the effective date of the notice of termination shall not be treated as

reimbursable costs unless they relate to carrying out the untermiated portion or taking close-out measures, approved by the City.

- 11.3 No assignment by a party hereto of any rights under or interests in the Contract Documents shall be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due but may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 11.3 The City and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 11.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision.
- 11.5 Other Provisions – None.

ARTICLE XII: ADDRESSES FOR GIVING NOTICES

12.1 The City:

City of Friendswood
910 S. Friendswood Drive
Friendswood, Texas 77546

12.2 The Contractor:

Cracon, Inc.
2007 W. Highway 6
Alvin, Texas 77511

ARTICLE XIII: VENUE

- 13.1 Any action brought by either party based on any claim arising under or as a result of this contract shall be brought in a court of competent jurisdiction in Galveston County, Texas.

EXECUTED IN on behalf of the Contractor by **CAMELL ALLISON** its **PRESIDENT** shown below, and on behalf of the City by **MIKE FOREMAN**, its Mayor, thereto duly authorized this 6TH day of January, 2025.

ACCEPTED:

PROPOSED AND AGREED TO:

CITY:

CONTRACTOR:

CITY OF FRIENDSWOOD, TEXAS

CRACON, INC.

MAYOR

BY: _____
PRESIDENT

DATE: _____

DATE: _____

ATTEST:

ATTEST:

CITY SECRETARY

(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

CITY ATTORNEY

END OF SECTION

Federal Contract Required Clauses

The following contract clauses are included in this Agreement, where applicable, pursuant to 2 C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II. Violations of law will be referred to the proper authority in the applicable jurisdiction. For purposes these clauses, the Contractor may also be referred to as "contractor" or "prime contractor" and the City of Friendswood may also be referred to as "subrecipient." All Prime Contractors awarded contracts by the Subrecipient which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with the Subrecipient are required to include the provisions below in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or City of Friendswood, all contracts made by the Subrecipient under the Federal award shall contain provisions covering the following, as applicable.

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5. Federal Water Pollution Control Act
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24. Additional FEMA Requirements.

1. ACCESS TO RECORDS (Disaster Recovery Reform Act of 2018) The following access to records requirements apply to this Agreement:
 - a. The Contractor agrees to provide the City of Friendswood, the State of Texas, 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.
 - b. 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.
 - c. 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.
 - d. In compliance with the Disaster Recovery Act of 2018, the City of Friendswood 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. AFFIRMATIVE SOCIOECONOMIC STEPS
 - a. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - b. These affirmative steps shall include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) 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;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - (5) 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.
 - c. The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit <https://comptroller.texas.gov/purchasing/vendor/hub/>.
 - d. Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation. Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching <https://comptroller.texas.gov/purchasing/vendor/hub/>.
 - e. Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

3. **BYRD ANTI-LOBBYING AGREEMENT 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.
4. **CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT Clean Air Act**
 - a. 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.
 - b. The contractor agrees to report each violation to the City of Friendswood and understands and agrees that the City of Friendswood 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.
 - c. 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.
5. **FEDERAL WATER POLLUTION CONTROL ACT**
 - a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - b. The Contractor agrees to report each violation to the City of Friendswood and understands and agrees that the City of Friendswood 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.
 - c. 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. **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.
7. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. §§ 3701-3708; and 2 C.F.R. Appendix II to Part 200 (E))**
Compliance with the Contract Work Hours and Safety Standards Act.
 - a. *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.

- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefore 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 (a) of this section, in the sum of \$29 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 (a) of this section.
- c. *Withholding for unpaid wages and liquidated damages.* The City of Friendswood 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) of this section.
- d. *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) 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 (a) through (d) of this section.

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

- a. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- b. Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

8. DEBARMENT AND SUSPENSION

- a. 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).
- b. 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.
- c. This certification is a material representation of fact relied upon by the State of Texas and the City of Friendswood. 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 State of Texas and the City of Friendswood, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- d. The bidder or Contractor 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 Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
9. **DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS**
The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.
10. **DOMESTIC PREFERENCE FOR PROCUREMENT (2 C.F.R. § 200.322)**
As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: 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.

Manufactured products mean 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.
11. **ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 C.F.R. 200 APPENDIX II (H))**
If applicable, Contractor must 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).

Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.
12. **HOLD HARMLESS AGREEMENT**
Contractor shall indemnify, defend, and hold harmless the Subrecipient and/or the City of Friendswood from all claims for personal injury, death and/or property damage resulting directly or indirectly from Contractor's performance.

Contractor shall procure and maintain, with respect to the subject matter of this solicitation, appropriate insurance coverage including, at a minimum, public liability, and property damage with adequate limits to cover Contractor's liability as may arise directly or indirectly from work performed under terms of this solicitation. Certification of such coverage must be provided to the Subrecipient upon request.
13. **COPYRIGHT AND DATA RIGHTS**
License and Delivery of Works Subject to Copyright and Data Rights
The Contractor grants to the City of Friendswood a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to

reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify 75 See 17 U.S.C. § 102. Contract Provisions Guide 35 such data and grant to the City of Friendswood or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of Friendswood data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Friendswood.

14. 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.

15. POTENTIAL CONFLICTS OF INTEREST

Pursuant to 2 C.F.R. 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the City to disclose any gifts valued in excess of \$100 given to any City Official or the City Official's family member, or employment of any City Official or the City Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Friendswood City Secretary's Office. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a response for services on a Subrecipient project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited response, that response shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by the Subrecipient or City of Friendswood.

16. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.323)

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—

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS (31 U.S.C. 3801 et seq.)

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.

18. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. *Prohibitions.*

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
 - d. *Reporting requirement.*
 - (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.
 - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph d(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
 - e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph e, in all subcontracts and other contractual instruments.
- 19. TERMINATION FOR CAUSE & CONVENIENCE (2 C.F.R. Appendix II to Part 200 (A) and (B))
 - a. Pursuant to 2 C.F.R. Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - b. Pursuant to 2 C.F.R. Appendix II to Part 200 (B), all contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. The Subrecipient shall have the right to terminate this Contract for cause and convenience.
 - c. In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, the Subrecipient may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by

City related to this default. Such termination is in addition to and not in lieu of any other remedies that the Subrecipient may have in law or equity. Administrative remedies for non-performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. The Subrecipient may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.

- d. Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney’s Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. The Subrecipient and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the City or the State of Texas of the right to seek redress in a court of law.

20. WHISTLEBLOWER PROTECTION ACT

- a. Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.
- b. The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

21. EQUAL EMPLOYMENT OPPORTUNITY

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.
- b. Applicability.
This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Key Definitions.
 - 1. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant

- to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
2. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
 3. Contract. The regulation at 41 C.F.R. § 60-1.3 defines contract as "any Government contract or subcontract or any federally assisted construction contract or subcontract.
 4. Additional definitions pertaining to this contract provision can be found at 41 C.F.R. § 60-1.3.
- d. The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: "During the performance of this contract, the contractor agrees as follows:: "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 Contract Provisions Guide 12 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.”

22. DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT.

- a. Applicability of Davis-Bacon Act.
The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.
- b. All prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be 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. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors

on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to FEMA.

- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

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

1. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40U.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.
2. 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.
3. 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."

23. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

- a. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
- b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. §401.2(a) and the non-federal entity 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 non-federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
 - The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

24. ADDITIONAL FEMA REQUIREMENTS.

The Uniform Rules authorize FEMA to require additional provisions for non-federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

A. Changes.

To be eligible for FEMA assistance under the non-federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter 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 end-item procured.

B. Access to Records.

All non-federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

C. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

1. The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), 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 worksites pertaining to the work being completed under the Contract."

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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.

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.

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

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

The Contractor, _____, 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Clear Creek Utility Bridge

Project Location



Google Earth

Image © 2024 Airbus

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: January 6, 2025

Date submitted: 12/17/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing an interlocal cooperation contract with Texas State University for specified governmental functions and services.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

In accordance with Section 791.011 of the Texas Government Code, the City Council is required to authorize interlocal agreements between the City and local governments. This item allows the City Council to provide such authorization in order for the City to enter into an interlocal cooperation contract with Texas State University for certain governmental functions and services. Under the contract, the City will be paid up to \$5,000 for services performed. The contract will terminate on August 31, 2025.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Friendswood PD TEP FY25 Contract

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: January 6, 2025

Date submitted: 11/05/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider approving education experience with student affiliation agreements with RC Health Services, Clear Lake EMS Programs and School of EMS for the City to provide clinical emergency medical services instruction.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

RC Health Services, Clear Lake EMS Programs, and the School of EMS have requested that the City's Emergency Medical Services (EMS) Division provide clinical emergency medical services instruction for their EMS students.

This proposed agreement specifies the terms and conditions by which the EMS Division will provide students with supervised practical and/or observational experience. While providing these learning opportunities, the students will be under the direction of the EMS Division and the EMS Medical Director. The Schools will (i) retain ultimate responsibility for the educational experience; (ii) provide preparatory instruction to the students; (iii) ensure that the students comply with all requirements of federal and state law pertaining to training, immunizations, vaccinations, background checks etc.; and (iv) maintain specified insurance coverages and limits. At all times during the term of the Affiliation Agreement, the EMS Division will retain the ultimate responsibility for patient care and may immediately remove any student from the educational program for unprofessional behavior. The agreement is for a term of one year and automatically renews yearly but may be terminated for cause or for convenience by giving thirty (30) days written notice.

These are the first three programs that have submitted a student affiliation agreement. We do have relationships with area colleges and will soon finish the agreement process with them and bring them to City Council for approval. There are no additional costs to the City for these student affiliation agreements.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The benefits of the City entering into these student affiliation agreements are EMS continues our ongoing commitment to training by providing direction and oversight to EMS students. Additionally, the students build rapport with EMS staff who will be able to vet them for future employment opportunities with the City and the students are an extra set of hands to assist with critical and labor-intensive responses. EMS also builds a relationship with the various EMS education programs for additional opportunities for training of personnel. There are no costs for these student affiliation agreements to the EMS or City.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. School of EMS Student Affiliation Agreement 2024
2. Clear Lake EMS Student Affiliation Agreement 2024
3. RC Health Student Agreement

and City are also referred to herein as "Party" or, collectively, as "Parties."

EDUCATION EXPERIENCE AFFILIATION AGREEMENT

STATE OF TEXAS §
 §
 COUNTY OF GALVESTON §

This Education Experience Affiliation Agreement (this "Agreement"), effective the 10th day of December, 2024, is between The EMS Training School, LLC, dba School of EMS (the "School"), and City of Friendswood (the "City"). Both School and City are also referred to herein as "Party" or, collectively, as "Parties."

RECITALS

WHEREAS, the City, through the Friendswood EMS, is a licensed Texas Emergency Medical Service Provider, which provides healthcare services to patients and has an interest in supporting various educational programs for the development of healthcare professionals; and

WHEREAS, the School, through its educational programs, has the responsibility for the training of its enrolled students (the "Students") and periodically desires to provide Students with educational experiences by utilizing appropriate facilities and personnel of third parties (the "Program"); and

WHEREAS, the Parties agree that it is of mutual interest to the Parties that Students be given the opportunity to utilize facilities of City for clinical and educational experiences;

NOW THEREFORE, in consideration of these premises and the following terms and conditions, the mutual benefits to be received and other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

AGREEMENT

1. Program. The School, in coordination with the City, will design an educational experience for Students utilizing the personnel, equipment, and facilities of the City.
 - a. The duration of the Program and the educational experience provided will be consistent with the curriculum requirements of the School and with the standards of the applicable accrediting entity for the Program in which the Students are enrolled.
 - b. The Program will be reviewed periodically by the City and the School and, when appropriate, will be revised to meet the School curriculum requirements and the standards of the accrediting entity.
 - c. The educational experience for Students in the Program will be an integral part of the services provided by City; and Students will be under the direct supervision of the School's personnel or the City's personnel, who are licensed or otherwise qualified to perform such services. It is critical that Students in the Program are assigned challenging, specific, and measurable duties to fulfill.
2. Mutual Responsibilities.
 - a. The School and the City agree that Students may be assigned to the City by the School for the purpose of developing the Student's clinical competence (knowledge, procedures/skills,

clinical problem solving, and professional attitudes and behaviors). The number of Students and the dates for the clinical experience shall be determined by the mutual agreement of the School and the City, taking into consideration the City's available staff and space.

- b. Both Parties will cooperate in providing Students a proper learning opportunity in maintaining good patient care; however, the School will be ultimately responsible for Students' educational activities.
- c. The City and the School shall each appoint a designated representative to coordinate the clinical education experience, and to work with the School's instructors and Students to facilitate a meaningful experience.
- d. Each Party shall keep the other informed of changes in curriculum, Program, and staff which may affect the clinical education experience. Representatives of both Parties shall meet periodically to review the Program, and to make such suggestions and changes as needed.
- e. Both Parties shall maintain accreditation by the appropriate accrediting body or agency. Such accreditation is required for continuation of this Agreement.

3. Responsibilities of School.

- a. The School shall:
 - (1) retain ultimate responsibility for planning the educational experience, including the schedule for classes, subject material, and course objectives, of the Program at the City in consultation with the City;
 - (2) provide the necessary preparatory instruction and overall supervision for Students to ensure proper application of principle and theory during the educational experience;
 - (3) assign only those Students who have satisfactorily completed those portions of School's curriculum that are prerequisites to Program participation;
 - (4) develop criteria for the evaluation of the performance of Students participating in the Program and provide those criteria, with appropriate reporting forms, to the City personnel and the School personnel who are responsible for supervising those Students;
 - (5) assign grades to Students participating in the Program on the basis of the performance evaluations submitted in the reporting forms;
 - (6) inform all Students and School personnel participating in the that they are required to comply with policies, procedures, rules, standards, schedules, and practices of the City while on premises of the City;
 - (7) provide information regarding Students participating in the Program as requested by the City, unless prohibited by federal or state law.

- (8) inform Students that the City may require criminal background checks for all Students prior to their participation in Program activities at the City, which background check may include a report that the Student has not been convicted of a felony, Medicaid fraud or abuse, or excluded/suspended from participation in the Medicare program;
 - (9) require Students to be properly attired when reporting for clinical experience;
 - (10) require Students and the School's faculty to wear mandatory identification badges to clearly identify them as Students and not as City employees;
 - (11) acknowledge that the City may require certain immunizations and vaccinations for Students prior to their clinical rotation at City.
 - (12) notify Students of their obligations to comply with all City policies and procedures, federal and/or state laws, rules and regulations, CDC guidelines, Centers for Medicare and Medicaid Services (CMS) rules and regulations, and OSHA blood-borne and pathogen regulations in the training, immunization, vaccination, testing, prevention, and post-exposure treatment of Students, where applicable in the performance of duties required by the Program;
 - (13) provide verification of current required immunizations and vaccinations to the City; and
 - (14) provide Students who may be involved in patient care with comprehensive infection control training, including blood-borne pathogens, prior to participation in the Program activities at the City.
- b. The School will procure and maintain throughout the term of this Agreement (i) professional liability insurance in minimum amounts of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) in the aggregate for its faculty members and Students assigned to City which shall cover all their activities at the City, (ii) commercial general liability insurance in the amounts of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) in the aggregate listing the City as an additional insured and providing a waiver of subrogation in favor of the City, and (iii) workers' compensation insurance in statutory limits with a waiver of subrogation in favor of the City. The School shall provide the City with Certificates of Insurance evidencing said coverage and any renewals thereof at the commencement, and upon the renewal, of this Agreement. School shall notify City at least thirty (30) days in advance of any proposed cancellation or change in said coverage. By entering into this Agreement, and complying with the terms and requirements hereof, it is recognized that School is not waiving any governmental immunity that School, its agents or employees may have under law or any other rights, privileges and immunities belonging to or ascertainable by School under either state or federal law.

4. Responsibilities of City.

- a. Except for those duties to be performed by the School pursuant to the provisions of this Agreement, the City will furnish the premises, personnel, services, and all other items

necessary for the educational experience specified herein. In connection with such Program, the City will:

- (1) retain ultimate responsibility for the quality and provision of patient care and administrative authority consistent with the established City policies for all Program activities which influence City operations or the direct or indirect care of patients;
- (2) permit the authority responsible for accreditation of the School's curriculum to inspect the facilities, services, and other items provided by the City for purposes of the educational experience and related accreditation process;
- (3) accept Students assigned to the Program by the School and provide opportunities to the Students for supervised practical and/or observational experiences in accordance with the Program curriculum and objectives;
- (4) permit Students participating in Program activities at the City to use its facilities, equipment, library, and supplies, within the guidelines and restrictions established by the City so that Students may obtain practical clinical educational experiences as part of their educational studies at the School; provided, however, the City shall have the right to refuse to permit the participation of any Student who, as determined by City, lacks the requisite skills, attitude, or previous training necessary to carry out the Program activities at the City;
- (5) upon request of the School, assist the School in the evaluation of Student performance in the Program and immediately report any unsatisfactory conduct or performance of a Student; provided, however, the School will at all times remain solely responsible for the evaluation and grading of Students;
- (6) provide Students information regarding the policies and procedures of City and conduct orientation sessions to ensure that Students are acquainted with City's requirements and appropriate standards of professionalism;
- (7) provide basic medical care and treatment to Students and/or School faculty members in the event of injury or illness while at the City until other arrangements, as may be appropriate, for such person's medical care can be made; and

Any City or medical expenses incurred for the provision of medical services shall be the sole responsibility of the injured or ill Student or School faculty member.

- (8) inform the School of all testing, immunizations, and vaccinations required by the City prior to a Student's participation in Program activities at the City.

5. Withdrawal of Students.

- a. The City may immediately remove from its premises any Student who poses an immediate threat or danger to personnel or to the quality of patient care or for unprofessional behavior.
- b. The City may request School remove a Student from participation in Program activities at City when, as determined by City, the Student's performance is unsatisfactory to the City

or the Student's behavior, in City's discretion, is disruptive or detrimental to the City and/or its patients or personnel. In such event, the Student's participation in the Program activities at the City shall immediately cease. Subject to the provisions of Subsection 5.a. above, it is understood that only School may dismiss the Student from the Program.

6. Term and Termination. This Agreement shall continue in effect for an initial period ending one (1) year after the date and year stated in the first paragraph (the "Term"). After such initial Term, this Agreement shall automatically renew from year to year unless one Party shall give the other thirty (30) days prior written notice of intention to terminate. If such notice is given, this Agreement shall terminate as follows:

- a. If this Agreement is terminated for cause, at the end of the thirty (30) day period; or
- b. If this Agreement is terminated for convenience, (i) at the end of such thirty (30) days; or (ii) when all Students enrolled in the Program at the time such notice is given have completed their respective courses of study under the Program, whichever event occurs last.

7. Notice. All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

SCHOOL:
School of EMS
115 Jordan Plaza Blvd., Suite 200
Tyler, Texas 75704
Attn: Amber Jameson, Clinical Services Manager

CITY:
City of Friendswood EMS
1610 Whitaker Dr.
Friendswood, Texas 77546
Attn: EMS Chief

8. Confidentiality.
 - a. HIPAA. Each Party shall comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations thereunder ("HIPAA"). Each Party acknowledges and agrees that it is considered a covered entity under HIPAA. All patient medical records shall be treated as confidential so as to comply with all applicable federal and state laws. This confidentiality shall extend beyond the terms of this Agreement.
 - b. FERPA. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99), the School hereby designates the City as a school official with a legitimate educational interest in the educational records of the Students who participate in the Program to the extent that access to the records is required by the City to carry out the Program. The City agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.
9. Indemnification. TO THE EXTENT AUTHORIZED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE SCHOOL SHALL PROTECT, INDEMNIFY, DEFEND, AND HOLD THE CITY ALONG WITH ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY THE "CITY") HARMLESS FROM ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND LIABILITIES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE ACTS OR OMISSIONS OF

THE SCHOOL, AS WELL AS ITS OFFICERS, AGENTS, STUDENTS AND EMPLOYEES; PROVIDED, HOWEVER, THE SCHOOL SHALL NOT HOLD CITY HARMLESS FROM ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THE NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRING, OR OTHERWISE) OF CITY.

10. General Provisions.

- a. The Parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, Students, or employees shall be considered agents, representatives, or employees of City. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties hereto. Each Party shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security, and other taxes or benefits. Students are assigned to City to engage in an unpaid clinical externship for educational purposes only. No Program participant shall look to the City for any salaries, insurance or other benefits. No Program participant or other third person is entitled to, and shall not, receive any rights under this Agreement.
- b. The validity, interpretation, performance, and enforcement of this Agreement and any Program Agreement shall be governed by the laws of the State of Texas. Galveston County shall be the sole and exclusive venue for any litigation, special proceeding or other proceeding as between the Parties that may be brought under, or arises out of, this Agreement.
- c. The School and the City will comply with all applicable federal, state, and local laws, ordinances, and regulations and with all applicable requirements of any accreditation authority in the performance of this Agreement.
- d. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including, but not limited to, race, color, national origin, religion, sex, age, veteran status, or disability.
- e. No oral representations of any officer, agent, or employee of the City or the School shall affect or modify any obligations of either Party under this Agreement.
- f. No amendment to or modification of this Agreement shall be valid unless reduced to writing and signed by an authorized representative of each Party.
- g. If any provision of this Agreement is held to be invalid, illegal, inoperative, or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
- h. Any delay or failure of a Party to enforce that Party's right under any provision of this Agreement shall not be construed or act as a waiver of said Party's subsequent right to enforce any of the provisions contained herein.
- i. Neither Party may assign its rights or obligations hereunder without the prior written approval of the other Party.

- j. Each individual executing this Agreement on behalf of any Party expressly represents and warrants that he/she has the authority to do so, and thereby bind the Party on behalf of which he/she signs to the terms of this Agreement.
- k. Unless expressly provided herein, Parties do not assume or become liable for any of the existing or future obligations, liabilities, or debts of the other.
- l. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the matters contained herein and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter.
- m. This Agreement does not include the reimbursement or payment of funds between the Parties. The City shall not charge the School any fees for clinical experience opportunities afforded the Students.
- n. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

SCHOOL:
School of EMS

CITY:
City of Friendswood EMS

TC Howard
(Signature)

MORAD KABIRI, City Manager

TC Howard
(Printed Name)

COO
(Title)

12/4/2024 | 21:56 CST

EDUCATION EXPERIENCE AFFILIATION AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Education Experience Affiliation Agreement (this "Agreement"), effective the 01 day of December, 2024, is between (the "School"), and City of Friendswood (the "City"). Both School and City are also referred to herein as "Party" or, collectively, as "Parties."

RECITALS

WHEREAS, the City, through the Friendswood EMS, is a licensed Texas Emergency Medical Service Provider, which provides healthcare services to patients and has an interest in supporting various educational programs for the development of healthcare professionals; and

WHEREAS, the School, through its educational programs, has the responsibility for the training of its enrolled students (the "Students") and periodically desires to provide Students with educational experiences by utilizing appropriate facilities and personnel of third parties (the "Program"); and

WHEREAS, the Parties agree that it is of mutual interest to the Parties that Students be given the opportunity to utilize facilities of City for clinical and educational experiences;

NOW THEREFORE, in consideration of these premises and the following terms and conditions, the mutual benefits to be received and other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

AGREEMENT

1. Program. The School, in coordination with the City, will design an educational experience for Students utilizing the personnel, equipment, and facilities of the City.
 - a. The duration of the Program and the educational experience provided will be consistent with the curriculum requirements of the School and with the standards of the applicable accrediting entity for the Program in which the Students are enrolled.
 - b. The Program will be reviewed periodically by the City and the School and, when appropriate, will be revised to meet the School curriculum requirements and the standards of the accrediting entity.
 - c. The educational experience for Students in the Program will be an integral part of the services provided by City; and Students will be under the direct supervision of the School's personnel or the City's personnel, who are licensed or otherwise qualified to perform such services. It is critical that Students in the Program are assigned challenging, specific, and measurable duties to fulfill.
2. Mutual Responsibilities.
 - a. The School and the City agree that Students may be assigned to the City by the School for the purpose of developing the Student's clinical competence (knowledge, procedures/skills,

clinical problem solving, and professional attitudes and behaviors). The number of Students and the dates for the clinical experience shall be determined by the mutual agreement of the School and the City, taking into consideration the City's available staff and space.

- b. Both Parties will cooperate in providing Students a proper learning opportunity in maintaining good patient care; however, the School will be ultimately responsible for Students' educational activities.
- c. The City and the School shall each appoint a designated representative to coordinate the clinical education experience, and to work with the School's instructors and Students to facilitate a meaningful experience.
- d. Each Party shall keep the other informed of changes in curriculum, Program, and staff which may affect the clinical education experience. Representatives of both Parties shall meet periodically to review the Program, and to make such suggestions and changes as needed.
- e. Both Parties shall maintain accreditation by the appropriate accrediting body or agency. Such accreditation is required for continuation of this Agreement.

3. Responsibilities of School.

- a. The School shall:
 - (1) retain ultimate responsibility for planning the educational experience, including the schedule for classes, subject material, and course objectives, of the Program at the City in consultation with the City;
 - (2) provide the necessary preparatory instruction and overall supervision for Students to ensure proper application of principle and theory during the educational experience;
 - (3) assign only those Students who have satisfactorily completed those portions of School's curriculum that are prerequisites to Program participation;
 - (4) develop criteria for the evaluation of the performance of Students participating in the Program and provide those criteria, with appropriate reporting forms, to the City personnel and the School personnel who are responsible for supervising those Students;
 - (5) assign grades to Students participating in the Program on the basis of the performance evaluations submitted in the reporting forms;
 - (6) inform all Students and School personnel participating in the that they are required to comply with policies, procedures, rules, standards, schedules, and practices of the City while on premises of the City;
 - (7) provide information regarding Students participating in the Program as requested by the City, unless prohibited by federal or state law.

- (8) inform Students that the City may require criminal background checks for all Students prior to their participation in Program activities at the City, which background check may include a report that the Student has not been convicted of a felony, Medicaid fraud or abuse, or excluded/suspended from participation in the Medicare program;
 - (9) require Students to be properly attired when reporting for clinical experience;
 - (10) require Students and the School's faculty to wear mandatory identification badges to clearly identify them as Students and not as City employees;
 - (11) acknowledge that the City may require certain immunizations and vaccinations for Students prior to their clinical rotation at City.
 - (12) notify Students of their obligations to comply with all City policies and procedures, federal and/or state laws, rules and regulations, CDC guidelines, Centers for Medicare and Medicaid Services (CMS) rules and regulations, and OSHA blood-borne and pathogen regulations in the training, immunization, vaccination, testing, prevention, and post-exposure treatment of Students, where applicable in the performance of duties required by the Program;
 - (13) provide verification of current required immunizations and vaccinations to the City; and
 - (14) provide Students who may be involved in patient care with comprehensive infection control training, including blood-borne pathogens, prior to participation in the Program activities at the City.
- b. The School will procure and maintain throughout the term of this Agreement (i) professional liability insurance in minimum amounts of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) in the aggregate for its faculty members and Students assigned to City which shall cover all their activities at the City, (ii) commercial general liability insurance in the amounts of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) in the aggregate listing the City as an additional insured and providing a waiver of subrogation in favor of the City, and (iii) workers' compensation insurance in statutory limits with a waiver of subrogation in favor of the City. The School shall provide the City with Certificates of Insurance evidencing said coverage and any renewals thereof at the commencement, and upon the renewal, of this Agreement. School shall notify City at least thirty (30) days in advance of any proposed cancellation or change in said coverage. By entering into this Agreement, and complying with the terms and requirements hereof, it is recognized that School is not waiving any governmental immunity that School, its agents or employees may have under law or any other rights, privileges and immunities belonging to or ascertainable by School under either state or federal law.

4. Responsibilities of City.

- a. Except for those duties to be performed by the School pursuant to the provisions of this Agreement, the City will furnish the premises, personnel, services, and all other items

necessary for the educational experience specified herein. In connection with such Program, the City will:

- (1) retain ultimate responsibility for the quality and provision of patient care and administrative authority consistent with the established City policies for all Program activities which influence City operations or the direct or indirect care of patients;
- (2) permit the authority responsible for accreditation of the School's curriculum to inspect the facilities, services, and other items provided by the City for purposes of the educational experience and related accreditation process;
- (3) accept Students assigned to the Program by the School and provide opportunities to the Students for supervised practical and/or observational experiences in accordance with the Program curriculum and objectives;
- (4) permit Students participating in Program activities at the City to use its facilities, equipment, library, and supplies, within the guidelines and restrictions established by the City so that Students may obtain practical clinical educational experiences as part of their educational studies at the School; provided, however, the City shall have the right to refuse to permit the participation of any Student who, as determined by City, lacks the requisite skills, attitude, or previous training necessary to carry out the Program activities at the City;
- (5) upon request of the School, assist the School in the evaluation of Student performance in the Program and immediately report any unsatisfactory conduct or performance of a Student; provided, however, the School will at all times remain solely responsible for the evaluation and grading of Students;
- (6) provide Students information regarding the policies and procedures of City and conduct orientation sessions to ensure that Students are acquainted with City's requirements and appropriate standards of professionalism;
- (7) provide basic medical care and treatment to Students and/or School faculty members in the event of injury or illness while at the City until other arrangements, as may be appropriate, for such person's medical care can be made; and

Any City or medical expenses incurred for the provision of medical services shall be the sole responsibility of the injured or ill Student or School faculty member.

- (8) inform the School of all testing, immunizations, and vaccinations required by the City prior to a Student's participation in Program activities at the City.

5. Withdrawal of Students.

- a. The City may immediately remove from its premises any Student who poses an immediate threat or danger to personnel or to the quality of patient care or for unprofessional behavior.
- b. The City may request School remove a Student from participation in Program activities at City when, as determined by City, the Student's performance is unsatisfactory to the City

or the Student's behavior, in City's discretion, is disruptive or detrimental to the City and/or its patients or personnel. In such event, the Student's participation in the Program activities at the City shall immediately cease. Subject to the provisions of Subsection 5.a. above, it is understood that only School may dismiss the Student from the Program.

6. Term and Termination. This Agreement shall continue in effect for an initial period ending one (1) year after the date and year stated in the first paragraph (the "Term"). After such initial Term, this Agreement shall automatically renew from year to year unless one Party shall give the other thirty (30) days prior written notice of intention to terminate. If such notice is given, this Agreement shall terminate as follows:

- a. If this Agreement is terminated for cause, at the end of the thirty (30) day period; or
- b. If this Agreement is terminated for convenience, (i) at the end of such thirty (30) days; or (ii) when all Students enrolled in the Program at the time such notice is given have completed their respective courses of study under the Program, whichever event occurs last.

7. Notice. All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

SCHOOL:
Clear Lake EMS Programs
951 FM 646 E. Suite A:7
Dickinson, TX
77539
Attn: Roy Hunter

CITY:
City of Friendswood EMS
1610 Whitaker Dr.
Friendswood, Texas 77546
Attn: EMS Chief

8. Confidentiality.

- a. HIPAA. Each Party shall comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations thereunder ("HIPAA"). Each Party acknowledges and agrees that it is considered a covered entity under HIPAA. All patient medical records shall be treated as confidential so as to comply with all applicable federal and state laws. This confidentiality shall extend beyond the terms of this Agreement.
- b. FERPA. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99), the School hereby designates the City as a school official with a legitimate educational interest in the educational records of the Students who participate in the Program to the extent that access to the records is required by the City to carry out the Program. The City agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

9. Indemnification. TO THE EXTENT AUTHORIZED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE SCHOOL SHALL PROTECT, INDEMNIFY, DEFEND, AND HOLD THE CITY ALONG WITH ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY THE "CITY") HARMLESS FROM ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND LIABILITIES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE ACTS OR OMISSIONS OF

THE SCHOOL, AS WELL AS ITS OFFICERS, AGENTS, STUDENTS AND EMPLOYEES; PROVIDED, HOWEVER, THE SCHOOL SHALL NOT HOLD CITY HARMLESS FROM ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THE NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRING, OR OTHERWISE) OF CITY.

10. General Provisions.

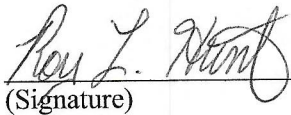
- a. The Parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, Students, or employees shall be considered agents, representatives, or employees of City. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties hereto. Each Party shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security, and other taxes or benefits. Students are assigned to City to engage in an unpaid clinical externship for educational purposes only. No Program participant shall look to the City for any salaries, insurance or other benefits. No Program participant or other third person is entitled to, and shall not, receive any rights under this Agreement.
- b. The validity, interpretation, performance, and enforcement of this Agreement and any Program Agreement shall be governed by the laws of the State of Texas. Galveston County shall be the sole and exclusive venue for any litigation, special proceeding or other proceeding as between the Parties that may be brought under, or arises out of, this Agreement.
- c. The School and the City will comply with all applicable federal, state, and local laws, ordinances, and regulations and with all applicable requirements of any accreditation authority in the performance of this Agreement.
- d. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including, but not limited to, race, color, national origin, religion, sex, age, veteran status, or disability.
- e. No oral representations of any officer, agent, or employee of the City or the School shall affect or modify any obligations of either Party under this Agreement.
- f. No amendment to or modification of this Agreement shall be valid unless reduced to writing and signed by an authorized representative of each Party.
- g. If any provision of this Agreement is held to be invalid, illegal, inoperative, or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
- h. Any delay or failure of a Party to enforce that Party's right under any provision of this Agreement shall not be construed or act as a waiver of said Party's subsequent right to enforce any of the provisions contained herein.
- i. Neither Party may assign its rights or obligations hereunder without the prior written approval of the other Party.

- j. Each individual executing this Agreement on behalf of any Party expressly represents and warrants that he/she has the authority to do so, and thereby bind the Party on behalf of which he/she signs to the terms of this Agreement.
- k. Unless expressly provided herein, Parties do not assume or become liable for any of the existing or future obligations, liabilities, or debts of the other.
- l. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the matters contained herein and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter.
- m. This Agreement does not include the reimbursement or payment of funds between the Parties. The City shall not charge the School any fees for clinical experience opportunities afforded the Students.
- n. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

SCHOOL:

CITY:

City of Friendswood EMS


(Signature)

MORAD KABIRI, City Manager

Roy L. Hunter
(Printed Name)

Chief Operations Officer
(Title)

EDUCATION EXPERIENCE AFFILIATION AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Education Experience Affiliation Agreement (this "Agreement"), effective the 2nd day of December, 2024, is between RC (the "School"), and City of Friendswood (the "City"). Both School and City are also referred to herein as "Party" or, collectively, as "Parties."

RECITALS

WHEREAS, the City, through the Friendswood EMS, is a licensed Texas Emergency Medical Service Provider, which provides healthcare services to patients and has an interest in supporting various educational programs for the development of healthcare professionals; and

WHEREAS, the School, through its educational programs, has the responsibility for the training of its enrolled students (the "Students") and periodically desires to provide Students with educational experiences by utilizing appropriate facilities and personnel of third parties (the "Program"); and

WHEREAS, the Parties agree that it is of mutual interest to the Parties that Students be given the opportunity to utilize facilities of City for clinical and educational experiences;

NOW THEREFORE, in consideration of these premises and the following terms and conditions, the mutual benefits to be received and other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

AGREEMENT

1. Program. The School, in coordination with the City, will design an educational experience for Students utilizing the personnel, equipment, and facilities of the City.
 - a. The duration of the Program and the educational experience provided will be consistent with the curriculum requirements of the School and with the standards of the applicable accrediting entity for the Program in which the Students are enrolled.
 - b. The Program will be reviewed periodically by the City and the School and, when appropriate, will be revised to meet the School curriculum requirements and the standards of the accrediting entity.
 - c. The educational experience for Students in the Program will be an integral part of the services provided by City; and Students will be under the direct supervision of the School's personnel or the City's personnel, who are licensed or otherwise qualified to perform such services. It is critical that Students in the Program are assigned challenging, specific, and measurable duties to fulfill.
2. Mutual Responsibilities.
 - a. The School and the City agree that Students may be assigned to the City by the School for the purpose of developing the Student's clinical competence (knowledge, procedures/skills,

clinical problem solving, and professional attitudes and behaviors). The number of Students and the dates for the clinical experience shall be determined by the mutual agreement of the School and the City, taking into consideration the City's available staff and space.

- b. Both Parties will cooperate in providing Students a proper learning opportunity in maintaining good patient care; however, the School will be ultimately responsible for Students' educational activities.
- c. The City and the School shall each appoint a designated representative to coordinate the clinical education experience, and to work with the School's instructors and Students to facilitate a meaningful experience.
- d. Each Party shall keep the other informed of changes in curriculum, Program, and staff which may affect the clinical education experience. Representatives of both Parties shall meet periodically to review the Program, and to make such suggestions and changes as needed.
- e. Both Parties shall maintain accreditation by the appropriate accrediting body or agency. Such accreditation is required for continuation of this Agreement.

3. Responsibilities of School.

a. The School shall:

- (1) retain ultimate responsibility for planning the educational experience, including the schedule for classes, subject material, and course objectives, of the Program at the City in consultation with the City;
- (2) provide the necessary preparatory instruction and overall supervision for Students to ensure proper application of principle and theory during the educational experience;
- (3) assign only those Students who have satisfactorily completed those portions of School's curriculum that are prerequisites to Program participation;
- (4) develop criteria for the evaluation of the performance of Students participating in the Program and provide those criteria, with appropriate reporting forms, to the City personnel and the School personnel who are responsible for supervising those Students;
- (5) assign grades to Students participating in the Program on the basis of the performance evaluations submitted in the reporting forms;
- (6) inform all Students and School personnel participating in the that they are required to comply with policies, procedures, rules, standards, schedules, and practices of the City while on premises of the City;
- (7) provide information regarding Students participating in the Program as requested by the City, unless prohibited by federal or state law.

- (8) inform Students that the City may require criminal background checks for all Students prior to their participation in Program activities at the City, which background check may include a report that the Student has not been convicted of a felony, Medicaid fraud or abuse, or excluded/suspended from participation in the Medicare program;
 - (9) require Students to be properly attired when reporting for clinical experience;
 - (10) require Students and the School's faculty to wear mandatory identification badges to clearly identify them as Students and not as City employees;
 - (11) acknowledge that the City may require certain immunizations and vaccinations for Students prior to their clinical rotation at City.
 - (12) notify Students of their obligations to comply with all City policies and procedures, federal and/or state laws, rules and regulations, CDC guidelines, Centers for Medicare and Medicaid Services (CMS) rules and regulations, and OSHA blood-borne and pathogen regulations in the training, immunization, vaccination, testing, prevention, and post-exposure treatment of Students, where applicable in the performance of duties required by the Program;
 - (13) provide verification of current required immunizations and vaccinations to the City; and
 - (14) provide Students who may be involved in patient care with comprehensive infection control training, including blood-borne pathogens, prior to participation in the Program activities at the City.
- b. The School will procure and maintain throughout the term of this Agreement (i) professional liability insurance in minimum amounts of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) in the aggregate for its faculty members and Students assigned to City which shall cover all their activities at the City, (ii) commercial general liability insurance in the amounts of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) in the aggregate listing the City as an additional insured and providing a waiver of subrogation in favor of the City, and (iii) workers' compensation insurance in statutory limits with a waiver of subrogation in favor of the City. The School shall provide the City with Certificates of Insurance evidencing said coverage and any renewals thereof at the commencement, and upon the renewal, of this Agreement. School shall notify City at least thirty (30) days in advance of any proposed cancellation or change in said coverage. By entering into this Agreement, and complying with the terms and requirements hereof, it is recognized that School is not waiving any governmental immunity that School, its agents or employees may have under law or any other rights, privileges and immunities belonging to or ascertainable by School under either state or federal law.

4. Responsibilities of City.

- a. Except for those duties to be performed by the School pursuant to the provisions of this Agreement, the City will furnish the premises, personnel, services, and all other items

necessary for the educational experience specified herein. In connection with such Program, the City will:

- (1) retain ultimate responsibility for the quality and provision of patient care and administrative authority consistent with the established City policies for all Program activities which influence City operations or the direct or indirect care of patients;
- (2) permit the authority responsible for accreditation of the School's curriculum to inspect the facilities, services, and other items provided by the City for purposes of the educational experience and related accreditation process;
- (3) accept Students assigned to the Program by the School and provide opportunities to the Students for supervised practical and/or observational experiences in accordance with the Program curriculum and objectives;
- (4) permit Students participating in Program activities at the City to use its facilities, equipment, library, and supplies, within the guidelines and restrictions established by the City so that Students may obtain practical clinical educational experiences as part of their educational studies at the School; provided, however, the City shall have the right to refuse to permit the participation of any Student who, as determined by City, lacks the requisite skills, attitude, or previous training necessary to carry out the Program activities at the City;
- (5) upon request of the School, assist the School in the evaluation of Student performance in the Program and immediately report any unsatisfactory conduct or performance of a Student; provided, however, the School will at all times remain solely responsible for the evaluation and grading of Students;
- (6) provide Students information regarding the policies and procedures of City and conduct orientation sessions to ensure that Students are acquainted with City's requirements and appropriate standards of professionalism;
- (7) provide basic medical care and treatment to Students and/or School faculty members in the event of injury or illness while at the City until other arrangements, as may be appropriate, for such person's medical care can be made; and

Any City or medical expenses incurred for the provision of medical services shall be the sole responsibility of the injured or ill Student or School faculty member.

- (8) inform the School of all testing, immunizations, and vaccinations required by the City prior to a Student's participation in Program activities at the City.

5. Withdrawal of Students.

- a. The City may immediately remove from its premises any Student who poses an immediate threat or danger to personnel or to the quality of patient care or for unprofessional behavior.
- b. The City may request School remove a Student from participation in Program activities at City when, as determined by City, the Student's performance is unsatisfactory to the City

or the Student's behavior, in City's discretion, is disruptive or detrimental to the City and/or its patients or personnel. In such event, the Student's participation in the Program activities at the City shall immediately cease. Subject to the provisions of Subsection 5.a. above, it is understood that only School may dismiss the Student from the Program.

6. Term and Termination. This Agreement shall continue in effect for an initial period ending one (1) year after the date and year stated in the first paragraph (the "Term"). After such initial Term, this Agreement shall automatically renew from year to year unless one Party shall give the other thirty (30) days prior written notice of intention to terminate. If such notice is given, this Agreement shall terminate as follows:

- a. If this Agreement is terminated for cause, at the end of the thirty (30) day period; or
- b. If this Agreement is terminated for convenience, (i) at the end of such thirty (30) days; or (ii) when all Students enrolled in the Program at the time such notice is given have completed their respective courses of study under the Program, whichever event occurs last.

7. Notice. All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

SCHOOL:
RC Health Services
4201 S. Broadway
Pearland, TX 77581

Attn:

CITY:
City of Friendswood EMS
1610 Whitaker Dr.
Friendswood, Texas 77546
Attn: EMS Chief

8. Confidentiality.

- a. HIPAA. Each Party shall comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations thereunder ("HIPAA"). Each Party acknowledges and agrees that it is considered a covered entity under HIPAA. All patient medical records shall be treated as confidential so as to comply with all applicable federal and state laws. This confidentiality shall extend beyond the terms of this Agreement.
- b. FERPA. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99), the School hereby designates the City as a school official with a legitimate educational interest in the educational records of the Students who participate in the Program to the extent that access to the records is required by the City to carry out the Program. The City agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

9. Indemnification. TO THE EXTENT AUTHORIZED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE SCHOOL SHALL PROTECT, INDEMNIFY, DEFEND, AND HOLD THE CITY ALONG WITH ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY THE "CITY") HARMLESS FROM ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND LIABILITIES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE ACTS OR OMISSIONS OF

THE SCHOOL, AS WELL AS ITS OFFICERS, AGENTS, STUDENTS AND EMPLOYEES; PROVIDED, HOWEVER, THE SCHOOL SHALL NOT HOLD CITY HARMLESS FROM ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THE NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRING, OR OTHERWISE) OF CITY.

10. General Provisions.

- a. The Parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, Students, or employees shall be considered agents, representatives, or employees of City. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties hereto. Each Party shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security, and other taxes or benefits. Students are assigned to City to engage in an unpaid clinical externship for educational purposes only. No Program participant shall look to the City for any salaries, insurance or other benefits. No Program participant or other third person is entitled to, and shall not, receive any rights under this Agreement.
- b. The validity, interpretation, performance, and enforcement of this Agreement and any Program Agreement shall be governed by the laws of the State of Texas. Galveston County shall be the sole and exclusive venue for any litigation, special proceeding or other proceeding as between the Parties that may be brought under, or arises out of, this Agreement.
- c. The School and the City will comply with all applicable federal, state, and local laws, ordinances, and regulations and with all applicable requirements of any accreditation authority in the performance of this Agreement.
- d. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including, but not limited to, race, color, national origin, religion, sex, age, veteran status, or disability.
- e. No oral representations of any officer, agent, or employee of the City or the School shall affect or modify any obligations of either Party under this Agreement.
- f. No amendment to or modification of this Agreement shall be valid unless reduced to writing and signed by an authorized representative of each Party.
- g. If any provision of this Agreement is held to be invalid, illegal, inoperative, or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
- h. Any delay or failure of a Party to enforce that Party's right under any provision of this Agreement shall not be construed or act as a waiver of said Party's subsequent right to enforce any of the provisions contained herein.
- i. Neither Party may assign its rights or obligations hereunder without the prior written approval of the other Party.

- j. Each individual executing this Agreement on behalf of any Party expressly represents and warrants that he/she has the authority to do so, and thereby bind the Party on behalf of which he/she signs to the terms of this Agreement.
- k. Unless expressly provided herein, Parties do not assume or become liable for any of the existing or future obligations, liabilities, or debts of the other.
- l. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the matters contained herein and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter.
- m. This Agreement does not include the reimbursement or payment of funds between the Parties. The City shall not charge the School any fees for clinical experience opportunities afforded the Students.
- n. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

SCHOOL:

CITY:

City of Friendswood EMS

Breanne Lane
(Signature)

MORAD KABIRI, City Manager

Breanne Lane
(Printed Name)

Director of Education
(Title)

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: January 6, 2025

Date submitted: 12/17/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Consider appointing Jeff Smith as an alternate member to the Construction Board and Adjustment and Appeals for a two-year term beginning immediately, and expiring on June 30, 2027.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Construction Board of Adjustment has the authority to hear appeals of decisions and interpretations of the building official and consider variances of the technical codes. They are also the board designated to hear and decide appeals to interpretation of the flood ordinance. Membership of the board should be composed of individuals with knowledge and experience in the technical codes, such as design professionals, contractors, or building industry representatives. Alternate members, if appointed, should consist of a member at-large from the building industry and one member at-large from the public.

Mr. Jeff Smith is a resident of Friendswood who served over 30 years in the Galveston Fire Department and where he was responsible for the Fire Marshal's Office, which is responsible for the development and enforcement of municipal fire codes. Mr. Smith has over 42 years as a volunteer for the Friendswood Volunteer Fire Department and has served in various volunteer capacities with other local charitable organizations and city committees.

If appointed, Mr. Smith would serve as an alternate and will complete an unexpired term that will begin immediately and end on June 30, 2027. Lastly, this will be the first appointment for these individuals under the City's new Appointment Policy.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Smith, Jeff Volunteer Application 2024_Redacted

From: noreply@civicplus.com
To: [Leticia Brysch](#); [Raquel Martinez](#); [Linda Newsted](#)
Subject: [EXTERNAL]Online Form Submittal: Volunteer Application for Committees, Boards & Commissions
Date: Friday, December 13, 2024 4:00:36 PM

Volunteer Application for Committees, Boards & Commissions

City of Friendswood

910 S. Friendswood Drive, Friendswood, Texas 77546

www.friendswood.com

BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City committee, board or commission and for the City Council to oversee appointments.

All information provided in this application is public information pursuant to the provisions of the Texas Public Information Act. If you have questions or need more information about this application, please email the Office of the City Secretary at citysecretary@friendswood.com or call (281) 996-3270.

VOLUNTEER APPLICATION FOR COMMITTEES, BOARDS & COMMISSIONS

Volunteer First Name	Jeff
Volunteer Last Name	Smith
Home Address	
City	Friendswood
State	TX
Zip Code	77546
Home Phone	na
Work Phone	na
Cell Phone	
Email Address	
Occupation	Retired Fire Chief
Special Interests and Talents	Public safety, Charity cooking, Cole Gordon Helping Hand board member, and current EMT for the Astros.
Are you currently serving as a member of any Friendswood governmental body?	Yes

Please Name the
Government Body

KFB and FVFD (contractor to City)

AREAS OF INTEREST

PLANNING & PRESERVATION

Please indicate your primary and secondary interests. You can select more than one.

Planning & Zoning
Commission

Field not completed.

Zoning Board of
Adjustments &
Appeals

Field not completed.

Keep Friendswood
Beautiful Committee

Field not completed.

Community &
Economic
Development
Committee

Field not completed.

Construction Board of
Adjustments &
Appeals

Primary

Investment
Committee

Field not completed.

Friendswood
Downtown Economic
Development
Corporation

Field not completed.

(Section Break)

RECREATION

Please indicate your primary and secondary interests. You can select more than one.

4th of July Steering
Committee

Field not completed.

4th of July Volunteer

Field not completed.

Senior Citizens
Advisory Committee

Field not completed.

(Section Break)

EDUCATION

Please indicate your primary and secondary interests. You can select more than one.

Library Advisory
Board

Field not completed.

Library Volunteer

Field not completed.

2 bond cycles with the citizens bond advisory committee, Facility Co-chair with Ron Cox

SPECIAL
COMMITTEES AS
CALLED

(Section Break)

OTHER

Please indicate your primary and secondary interests. You can select more than one.

West Ranch
Management District

Field not completed.

Volunteer Fire
Dept/EMS

Field not completed.

Animal Shelter
Advisory Committee

Field not completed.

Charter Review (As
Needed)

Field not completed.

(Section Break)

I Am Available For

Short-Term Projects, Daytime, Evening, Summer

Please use the space
below for additional
comments.

I have been an active volunteer for over 40 years in the CoF. I am proud of our city leadership and am looking for ways to continue to support the community.

(Section Break)

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

Date of Birth

[REDACTED]

Sex

Male

How long have you
been a Friendswood
resident?

42

Have you been
convicted of a crime,
other than minor
traffic violations in the
past 10 years?

No

What experience do
you have that may
qualify you for service
on a particular board
or commission (i.e.
license, degrees, and
certificates)?

Retired from the City of Galveston Fire department after 30 years. My last 10 years were at the ranks of Asst. Fire Chief and Fire Chief. I was directly responsible for the Fire Marshal's office during this time and helped develop plans for post-hurricane fire code solutions while working with all city departments, in order for city to reopen to recover ad valorem revenues, as well as get employees back to work using temporary concessions and staff availability outside of standard hours. We worked with businesses and contractors while representing the best interests of the city at the same time.

Please list any civic or
community endeavors
in which you have
been involved

FVFD 42 years
Lighthouse Charity Team past Board of directors member and cook. 35 years under Mr. Daugird and Mr. Gordon
Cole Gordon Helping Hand Foundation Boardmember since Cole's passing
KFB 8+ years
Citizens Bond advisory committee for 2 cycles
Harbor Church 20+ years since they were at the high school.

Several cooking teams that compete and also do charity cooks for families in need.

Additional Information *Field not completed.*

BACKGROUND
CHECK Consent

(Section Break)

Acknowledgement I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Electronic Signature Agreement I Understand and Agree

Electronic Signature jeffrey Smith

Date 12/13/2024

Thank you for taking the time to complete this application.

(Section Break)

**CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION**

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board,
Committee or
Commission *Field not completed.*

Dates of Service *Field not completed.*

(Section Break)

Personal Reference
#1: First Name and
Last Name Ron Cox

Address

City Friendswood

State TX

Zip Code 77546

Phone

Email Address *Field not completed.*

(Section Break)

Personal Reference
#2: First Name and
Last Name Brian Mansfield

Address 1600 Whitaker

City	Friendswood
State	TX
Zip Code	77546
Phone	
Email Address	<i>Field not completed.</i>

Email not displaying correctly? [View it in your browser.](#)

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: January 6, 2025
Date submitted: 12/02/2024
Prepared by: Leticia Brysch, Assistant City Manager/City Secretary
Subject: Consider approving the ad valorem tax report for November 2024.
Originating Department: Finance
Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to receive the ad valorem tax report for November 2024.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

- 1. GalCoTax Nov 2024



Cheryl E. Johnson, PCC, CTOP
Assessor and Collector of Taxes
County of Galveston

722 Moody Avenue, Galveston Texas 77550
Toll Free (877) 766-2284 Fax: (409) 766-2479
Email: galcotax@galvestoncountytexas.gov

December 4, 2024



The Governmental Entities of the Galveston County Tax Assessor/Collector's Office:

I, Cheryl E. Johnson, Tax Assessor and Collector of the County of Galveston do solemnly swear that this statement of collections made by me and the disposition thereof during the month of November, 2024 is true and correct.

Under my hand and seal this 4th day of December, 2024.



Cheryl E. Johnson, PCC
Galveston County Tax Assessor/Collector



cc: Randall Rice, County Auditor
Linebarger, Goggan, Blair, & Simpson
Perdue, Brandon, Fielder, Collins, & Mott
Assessment & Collection Partners:

City of Bayou Vista
City of Clear Lake Shores (delinquent)
City of Dickinson
City of Friendswood
City of Galveston
City of Hitchcock
City of Jamaica Beach
City of Kemah
City La Marque
City of League City
City of Santa Fe
City of Texas City
City of Tiki Island
Dickinson Independent School District
Galveston Independent School District
High Island Independent School District
Hitchcock Independent School District
College of the Mainland
Bay Colony West MUD

Galveston Community College
GC Drainage District No. 1
GC Drainage District No. 2
GC Emergency Services Dist. No. 1
GC Emergency Services Dist. No. 2
GC Fresh Water Supply Dist. No. 6
Bacliff MUD
Bayview MUD
Galveston County MUD No. 12
Galveston County MUD No. 13
Galveston County MUD No. 44
San Leon MUD
Tara Glen MUD
GC Navigation District No. 1
WCID No. 1
WCID No. 12
WCID No. 19
Westwood Management District

Galveston County MUD No. 2
Galveston County MUD No. 3
South Shore Harbour MUD No. 2
South Shore Harbour MUD No. 3
South Shore Harbour MUD No. 6
South Shore Harbour MUD No. 7

Non Entity Partners (as appropriate):

Clear Creek Independent School District
Friendswood Independent School District
Santa Fe Independent School District
Texas City Independent School District
GC Consolidated Drainage District
Flamingo Isles MUD
Galveston Co Management Dist #1
Galveston County MUD No. 1
Galveston County MUD No. 6
Galveston County MUD No. 14
Galveston County MUD No. 15
Galveston County MUD No. 29
Galveston County MUD No. 30

Galveston County MUD No. 31
Galveston County MUD No. 32
Galveston County MUD No. 39
Galveston County MUD No. 43
Galveston County MUD No. 45
Galveston County MUD No. 46
Galveston County MUD No. 52
Galveston County MUD No. 54
Galveston County MUD No. 56
Galveston County MUD No. 66
Galveston County MUD No. 68
WCID No. 8
West Ranch Management Dist. #1

12/02/2024 12:24:52 4696084
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 11/01/2024 THRU 11/30/2024
JURISDICTION: 0337 FRIENDMD CITY

PAGE: 34
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2024	M & O	.404140	1,318,533.31	.00	.00	.00	1,318,533.31	.00	.00	.00	1,318,533.31
	I & S	.110032	358,986.61	.00	.00	.00	358,986.61	.00	.00	.00	358,986.61
	TOTAL	.514172	1,677,519.92	.00	.00	.00	1,677,519.92	.00	.00	.00	1,677,519.92
2023	M & O	.379450	2,251.60	.00	591.67	.00	2,843.27	904.51	.00	.00	3,747.78
	I & S	.121278	719.65	.00	189.09	.00	908.74	.00	.00	.00	908.74
	TOTAL	.500728	2,971.25	.00	780.76	.00	3,752.01	904.51	.00	.00	4,656.52
2022	M & O	.388560	13,499.51	.00	104.28	.00	13,395.23	99.77	.00	.00	13,295.46
	I & S	.098754	3,430.95	.00	26.52	.00	3,404.43	.00	.00	.00	3,404.43
	TOTAL	.487314	16,930.46	.00	130.80	.00	16,799.66	99.77	.00	.00	16,699.89
2021	M & O	.385147	111.75	.00	36.80	.00	148.55	23.54	.00	.00	172.09
	I & S	.102167	29.63	.00	9.76	.00	39.39	.00	.00	.00	39.39
	TOTAL	.487314	141.38	.00	46.56	.00	187.94	23.54	.00	.00	211.48
ALL	M & O		1,307,397.15	.00	732.75	.00	1,308,129.90	1,027.82	.00	.00	1,309,157.72
ALL	I & S		356,304.94	.00	225.37	.00	356,530.31	.00	.00	.00	356,530.31
ALL	TOTAL		1,663,702.09	.00	958.12	.00	1,664,660.21	1,027.82	.00	.00	1,665,688.03
DLQ	M & O		11,136.16	.00	732.75	.00	10,403.41	1,027.82	.00	.00	9,375.59
DLQ	I & S		2,681.67	.00	225.37	.00	2,456.30	.00	.00	.00	2,456.30
DLQ	TOTAL		13,817.83	.00	958.12	.00	12,859.71	1,027.82	.00	.00	11,831.89
CURR	M & O		1,318,533.31	.00	.00	.00	1,318,533.31	.00	.00	.00	1,318,533.31
CURR	I & S		358,986.61	.00	.00	.00	358,986.61	.00	.00	.00	358,986.61
CURR	TOTAL		1,677,519.92	.00	.00	.00	1,677,519.92	.00	.00	.00	1,677,519.92

12/02/2024 12:23:24
TC298-M SELECTION: DEPOSIT

4696084

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 11/01/2024 THRU 11/30/2024
JURISDICTION: 337 FRIENDWD CITY

PAGE: 44
INCLUDES AG ROLLBACK

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2022	RF241118	1043990010039	202301	158.54-	0.00	0.00	0.00 HK27	158.54	0.00 RF
2022	RF241118	1043990010039	202301	0.00	0.00	0.00	0.00 HK27	158.54-	158.54-RF
2022	RF241118	1084770000005	202301	324.31-	0.00	0.00	0.00 HK27	324.31	0.00 RF
2022	RF241118	1084770000005	202301	0.00	0.00	0.00	0.00 HK27	324.31-	324.31-RF
2022	RF241118	1198990010001	202301	17,700.21-	0.00	0.00	0.00 HK27	17,700.21	0.00 RF
2022	RF241118	1198990010001	202301	0.00	0.00	0.00	0.00 HK27	17,700.21-	17,700.21-RF
2022 TOTAL				18,183.06-	0.00	0.00	0.00	0.00	18,183.06-
2023	RF241118	1043990010039	202401	0.00	0.00	0.00	0.00 HK15	220.84-	220.84-RF
2023	RF241118	1043990010039	202401	220.84-	0.00	0.00	0.00 HK15	220.84	0.00 RF
2023	RF241118	1050100000005	202401	258.48-	0.00	0.00	0.00 HK15	258.48	0.00 RF
2023	RF241118	1050100000005	202401	0.00	0.00	0.00	0.00 HK15	258.48-	258.48-RF
2023	RF241118	1084770000005	202401	0.00	0.00	0.00	0.00 HK15	833.42-	833.42-RF
2023	RF241118	1084770000005	202401	833.42-	0.00	0.00	0.00 HK15	833.42	0.00 RF
2023	RF241127	1209130010030	202401	237.64-	0.00	0.00	0.00 HK07	237.64	0.00 RF
2023	RF241127	1209130010030	202401	0.00	0.00	0.00	0.00 HK07	237.64-	237.64-RF
2023	RF241107	201789	202402	0.00	0.00	0.00	0.00 23S1	776.88-	776.88-RF
2023	RF241107	201789	202402	726.06-	0.00	50.82-	0.00 23S1	776.88	0.00 RF
2023 TOTAL				2,276.44-	0.00	50.82-	0.00	0.00	2,327.26-
2024	864110424PHC	1043390000015	202410	1,145.02-	0.00	0.00	0.00 24HC	0.00	1,145.02-RI
2024	864110424PHC	1057810000016	202410	518.33-	0.00	0.00	0.00 HS01	0.00	518.33-RI
2024	973110524T	1215220010011	202410	1,326.24-	0.00	0.00	0.00 24HC	0.00	1,326.24-TR
2024	864111424CHC	168768	202411	1,464.27-	0.00	0.00	0.00 24S0	0.00	1,464.27-TR
2024	864111424CHC	184212	202411	1,462.33-	0.00	0.00	0.00 CERT	0.00	1,462.33-TR
2024	864110824PHC	200485	202410	1,462.07-	0.00	0.00	0.00 CERT	0.00	1,462.07-TR
2024	RF241107	231919	202411	128.55-	0.00	0.00	0.00 24S0	128.55	0.00 RF
2024	RF241107	231919	202411	0.00	0.00	0.00	0.00 24S0	128.55-	128.55-RF
2024	864110424CHC	410039	202410	1,612.91-	0.00	0.00	0.00 CERT	0.00	1,612.91-TR
2024	864111324CHC	733092	202411	949.78-	0.00	0.00	0.00 CERT	0.00	949.78-TR
2024 TOTAL				10,069.50-	0.00	0.00	0.00	0.00	10,069.50-
YEAR 2022				18,183.06-	0.00	0.00	0.00	0.00	18,183.06-
RETURNED ITEMS				0.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS/REVERSALS				0.00	0.00	0.00	0.00	0.00	0.00
TOTAL				18,183.06-	0.00	0.00	0.00	0.00	18,183.06-

12/02/2024 12:23:24
TC298-M SELECTION: DEPOSIT

4696084

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 11/01/2024 THRU 11/30/2024
JURISDICTION: 337 FRIENDWD CITY

PAGE: 45
INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
YEAR 2023								
REFUNDS			2,276.44-	0.00	50.82-	0.00	0.00	2,327.26-
RETURNED ITEMS			0.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS/REVERSALS			0.00	0.00	0.00	0.00	0.00	0.00
TOTAL			2,276.44-	0.00	50.82-	0.00	0.00	2,327.26-
YEAR 2024								
REFUNDS			128.55-	0.00	0.00	0.00	0.00	128.55-
RETURNED ITEMS			1,663.35-	0.00	0.00	0.00	0.00	1,663.35-
TRANSFERS/REVERSALS			8,277.60-	0.00	0.00	0.00	0.00	8,277.60-
TOTAL			10,069.50-	0.00	0.00	0.00	0.00	10,069.50-
ALL YEARS								
REFUNDS			20,588.05-	0.00	50.82-	0.00	0.00	20,638.87-
RETURNED ITEMS			1,663.35-	0.00	0.00	0.00	0.00	1,663.35-
TRANSFERS/REVERSALS			8,277.60-	0.00	0.00	0.00	0.00	8,277.60-
TOTAL			30,529.00-	0.00	50.82-	0.00	0.00	30,579.82-

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
SUMMARY OF PAYMENTS AND REVERSALS
FROM: 11/01/2024 THRU 11/30/2024
JURISDICTION: 337 FRIENDWD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE / REV	REFUND AMOUNT	PAYMENT AMOUNT
2021 TOTAL			141.38	0.00	46.56	23.54	0.00	211.48
2022 TOTAL			1,252.60	0.00	130.80	99.77	0.00	1,483.17
2023 TOTAL			5,247.69	0.00	831.58	904.51	0.00	6,983.78
2024 TOTAL			1,687,589.42	0.00	0.00	0.00	0.00	1,687,589.42
TOTAL PAYMENTS			1,694,231.09	0.00	1,008.94	1,027.82	0.00	1,696,267.85
2022 TOTAL			18,183.06-	0.00	0.00	0.00	0.00	18,183.06-
2023 TOTAL			2,276.44-	0.00	50.82-	0.00	0.00	2,327.26-
2024 TOTAL			10,069.50-	0.00	0.00	0.00	0.00	10,069.50-
TOTAL REVERSALS			30,529.00-	0.00	50.82-	0.00	0.00	30,579.82-
TOTAL FOR UNIT			1,663,702.09	0.00	958.12	1,027.82	0.00	1,665,688.03

FISCAL START: 08/01/2024 END: 07/31/2025

JURISDICTION: 0337 FRIENDWD CITY

CERT TAXABLE VALUE		ADJUSTMENTS		ADJ TAX VALUE		TAX RATE		TAX LEVY		PAID ACCTS	
-----		-----		-----		-----		-----		-----	
CURRENT YEAR	5,617,453,464	245,024,939		5,862,478,403	0	00.514172		27,976,863.67		2,916	
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL

2024	26,749,105.58	1,227,758.09	1,227,758.09	2,361,937.13	2,361,937.13	25,614,926.54	8.44	0.00
2023	305,039.31	120,539.52-	120,539.52-	20,599.72	20,599.72	163,900.07	11.17	0.00
2022	55,054.51	27,310.91-	27,310.91-	20,972.71-	20,972.71-	48,716.31	75.59-	0.00
2021	31,053.08	22.26	22.26	427.18	427.18	30,648.16	1.37	0.00
2020	21,493.73	324.39-	324.39-	7.35-	7.35-	21,176.69	.03-	0.00
2019	16,049.82	68.26-	68.26-	1.06	1.06	15,980.50	.01	0.00
2018	12,965.90	.00	0.00	60.53	60.53	12,905.37	.47	0.00
2017	11,756.98	.00	0.00	6.26	6.26	11,750.72	.05	0.00
2016	10,199.74	.00	0.00	0.00	0.00	10,199.74		0.00
2015	9,922.71	.00	0.00	0.00	0.00	9,922.71		0.00
2014	11,057.05	.00	0.00	22.89	22.89	11,034.16	.21	0.00
2013	6,629.71	.00	0.00	0.00	0.00	6,629.71		0.00
2012	5,780.38	.00	0.00	0.00	0.00	5,780.38		0.00
2011	5,873.46	.00	0.00	0.00	0.00	5,873.46		0.00
2010	3,597.62	.00	0.00	0.00	0.00	3,597.62		0.00
2009	5,155.54	.00	0.00	0.00	0.00	5,155.54		0.00
2008	4,279.59	.00	0.00	0.00	0.00	4,279.59		0.00
2007	1,319.37	.00	0.00	0.00	0.00	1,319.37		0.00
2006	2,437.90	.00	0.00	0.00	0.00	2,437.90		0.00
2005	1,170.61	.00	0.00	0.00	0.00	1,170.61		0.00
2004	640.47	.00	0.00	0.00	0.00	640.47		0.00
2003	1,034.56	.00	0.00	0.00	0.00	1,034.56		0.00
****	27,271,617.62	1,079,537.27	1,079,537.27	2,362,074.71	2,362,074.71	25,989,080.18		0.00
CURR	26,749,105.58	1,227,758.09	1,227,758.09	2,361,937.13	2,361,937.13	25,614,926.54		0.00
DEIQ	522,512.04	148,220.82-	148,220.82-	137.58	137.58	374,153.64		0.00

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2024
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 211
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 11/30/2024
LAND VALUE	7,686,327,908	7,686,327,908	92,362,472	1,706,808-	90,655,664	7,776,983,572
AG EXCLUSION	36,196,207	36,196,207	17,486,544	0	17,486,544	53,682,751
IMPROVEMENTS	1,020,792,976	1,020,792,976	255,948,976	10,076,869-	245,872,107	1,266,665,083
APPRAISED VALUE	7,686,327,908	7,686,327,908	348,311,448	11,783,677-	336,527,771	8,022,855,679
EXEMPTIONS	2,032,678,237	2,032,678,237	81,930,530	9,572,302	91,502,832	2,124,181,069
TAXABLE VALUE	5,617,453,464	5,617,453,464	266,380,918	21,355,979-	245,024,939	5,862,478,403
LEVY	26,749,105.58	26,749,105.58	1,330,852.83	103,094.74-	1,227,758.09	27,976,863.67
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,666	10,666	356	98	455	11,121
OVER 65	3,772	3,772	81	30	111	3,883
DISABLED	190	190	3	0	3	193
VETERAN	268	268	12	0	12	280
TOTAL EXEMPT	86	86	0	0	0	86

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2023
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 212
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 11/30/2024
LAND VALUE	7,378,007,830	7,378,007,830	0	552,172-	552,172-	7,377,455,658
AG EXCLUSION	32,425,077	32,425,077	0	0	0	32,425,077
IMPROVEMENTS	942,980,218	942,980,218	104,891	17,726,548-	17,621,657-	925,358,561
APPRAISED VALUE	7,378,007,830	7,378,007,830	104,891	18,278,720-	18,173,829-	7,359,834,001
EXEMPTIONS	2,071,397,163	2,071,397,163	0	6,357,705	6,357,705	2,077,754,868
TAXABLE VALUE	5,274,185,590	5,274,185,590	104,891	24,636,425-	24,531,534-	5,249,654,056
LEVY	305,039.31	305,039.31	577.74	121,117.26-	120,539.52-	184,499.79
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,427	10,427	0	56	56	10,483
OVER 65	3,603	3,603	0	6	6	3,609
DISABLED	178	178	0	1	1	179
VETERAN	259	259	0	1	1	260
TOTAL EXEMPT	88	88	0	0	0	88

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 11/30/2024
LAND VALUE	6,593,325,295	6,593,325,295	0	118,992-	118,992-	6,593,206,303
AG EXCLUSION	32,486,183	32,486,183	0	0	0	32,486,183
IMPROVEMENTS	873,775,097	873,775,097	157,678	3,638,319-	3,480,641-	870,294,456
APPRAISED VALUE	6,593,325,295	6,593,325,295	157,678	3,757,311-	3,599,633-	6,589,725,662
EXEMPTIONS	1,782,152,718	1,782,152,718	0	2,138,328	2,138,328	1,784,291,046
TAXABLE VALUE	4,778,686,394	4,778,686,394	157,678	5,895,639-	5,737,961-	4,772,948,433
LEVY	55,054.51	55,054.51	845.23	28,156.14-	27,310.91-	27,743.60
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,595	10,595	0	30	30	10,625
OVER 65	3,475	3,475	0	1	1	3,476
DISABLED	180	180	0	0	0	180
VETERAN	253	253	0	0	0	253
TOTAL EXEMPT	84	84	0	0	0	84

ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 11/30/2024
LAND VALUE	5,827,810,207	5,827,810,207	0	118,992-	118,992-	5,827,691,215
AG EXCLUSION	33,691,313	33,691,313	0	0	0	33,691,313
IMPROVEMENTS	775,157,465	775,157,465	0	50,210-	50,210-	775,107,255
APPRAISED VALUE	5,827,810,207	5,827,810,207	0	169,202-	169,202-	5,827,641,005
EXEMPTIONS	1,579,451,702	1,579,451,702	0	43,151-	43,151-	1,579,408,551
TAXABLE VALUE	4,214,667,192	4,214,667,192	0	126,051-	126,051-	4,214,541,141
LEVY	31.053.08	31.053.08	.00	22.26	22.26	31.075.34
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,298	10,298	0	1	1	10,299
OVER 65	3,255	3,255	0	0	0	3,255
DISABLED	181	181	0	0	0	181
VETERAN	240	240	0	0	0	240
TOTAL EXEMPT	84	84	0	0	0	84

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 11/30/2024
LAND VALUE	5,043,274,252	5,043,274,252	0	118,992-	118,992-	5,043,155,260
AG EXCLUSION	27,337,308	27,337,308	0	0	0	27,337,308
IMPROVEMENTS	706,413,340	706,413,340	0	0	0	706,413,340
APPRAISED VALUE	5,043,274,252	5,043,274,252	0	118,992-	118,992-	5,043,155,260
EXEMPTIONS	1,218,139,975	1,218,139,975	0	52,425-	52,425-	1,218,087,550
TAXABLE VALUE	3,797,796,969	3,797,796,969	0	66,567-	66,567-	3,797,730,402
LEVY	21,493.73	21,493.73	.00	324.39-	324.39-	21,169.34
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,220	10,220	0	1	1	10,221
OVER 65	3,163	3,163	0	0	0	3,163
DISABLED	182	182	0	0	0	182
VETERAN	221	221	0	0	0	221
TOTAL EXEMPT	80	80	0	0	0	80

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 11/30/2024
LAND VALUE	4,537,437,822	4,537,437,822	0	118,992-	118,992-	4,537,318,830
AG EXCLUSION	24,683,691	24,683,691	0	0	0	24,683,691
IMPROVEMENTS	645,931,872	645,931,872	0	0	0	645,931,872
APPRAISED VALUE	4,537,437,822	4,537,437,822	0	118,992-	118,992-	4,537,318,830
EXEMPTIONS	1,018,439,121	1,018,439,121	0	105,902-	105,902-	1,018,333,219
TAXABLE VALUE	3,494,315,010	3,494,315,010	0	13,090-	13,090-	3,494,301,920
LEVY	16,049.82	16,049.82	.00	68.26-	68.26-	15,981.56
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,000	10,000	0	1	1	10,001
OVER 65	2,975	2,975	0	0	0	2,975
DISABLED	181	181	0	0	0	181
VETERAN	205	205	0	0	0	205
TOTAL EXEMPT	74	74	0	0	0	74

Summary of Jurisdiction Remittances Processed Property Tax File

For Remitted Deposit Dates 11/01/2024 thru 11/30/2024 as of 12/04/2024

Batch Seq
4698675

Report run on: December 4, 2024 9:32 AM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 88758	Print Date:12/03/2024						
	Current	7,278.28	1,981.57	0.00	0.00	0.00	9,259.85
Last Deposit Date	11/01/2024	\$7,278.28	\$1,981.57	\$0.00	\$0.00	\$0.00	\$9,259.85
ACH 88799	Print Date:12/03/2024						
	Current	150,275.58	40,914.42	0.00	0.00	0.00	191,190.00
	Delq	706.31	225.52	0.00	0.00	0.00	931.83
Last Deposit Date	11/04/2024	\$150,981.89	\$41,139.94	\$0.00	\$0.00	\$0.00	\$192,121.83
ACH 88848	Print Date:12/03/2024						
	Current	46,801.90	12,742.39	0.00	0.00	0.00	59,544.29
	Delq	380.02	116.40	0.00	0.00	0.00	496.42
Last Deposit Date	11/05/2024	\$47,181.92	\$12,858.79	\$0.00	\$0.00	\$0.00	\$60,040.71
ACH 88894	Print Date:12/03/2024						
	Current	164,755.56	44,856.68	0.00	0.00	0.00	209,612.24
	Delq	874.96	279.56	0.00	0.00	0.00	1,154.52
Last Deposit Date	11/06/2024	\$165,630.52	\$45,136.24	\$0.00	\$0.00	\$0.00	\$210,766.76
ACH 88939	Print Date:12/03/2024						
	Current	124,669.07	33,942.66	0.00	0.00	0.00	158,611.73
	Delq	817.35	217.12	0.00	0.00	0.00	1,034.47
Last Deposit Date	11/12/2024	\$125,486.42	\$34,159.78	\$0.00	\$0.00	\$0.00	\$159,646.20
ACH 88988	Print Date:12/03/2024						
	Current	234,350.69	63,804.78	0.00	0.00	0.00	298,155.47
	Delq	242.59	69.15	0.00	0.00	0.00	311.74
Last Deposit Date	11/14/2024	\$234,593.28	\$63,873.93	\$0.00	\$0.00	\$0.00	\$298,467.21
ACH 89035	Print Date:12/03/2024						
	Current	91,286.26	24,853.74	0.00	0.00	0.00	116,140.00
	Delq	(14,857.38)	(3,800.73)	0.00	0.00	0.00	(18,658.11)
Last Deposit Date	11/18/2024	\$76,428.88	\$21,053.01	\$0.00	\$0.00	\$0.00	\$97,481.89
ACH 89081	Print Date:12/03/2024						
	Current	100,989.26	27,495.52	0.00	0.00	0.00	128,484.78
	Delq	188.81	59.16	0.00	0.00	0.00	247.97
Last Deposit Date	11/19/2024	\$101,178.07	\$27,554.68	\$0.00	\$0.00	\$0.00	\$128,732.75
ACH 89125	Print Date:12/03/2024						
	Current	26,414.93	7,191.78	0.00	0.00	0.00	33,606.71
Last Deposit Date	11/20/2024	\$26,414.93	\$7,191.78	\$0.00	\$0.00	\$0.00	\$33,606.71
ACH 89168	Print Date:12/03/2024						
	Current	167,982.60	45,735.35	0.00	0.00	0.00	213,717.95
	Delq	871.23	275.71	0.00	0.00	0.00	1,146.94
Last Deposit Date	11/22/2024	\$168,853.83	\$46,011.06	\$0.00	\$0.00	\$0.00	\$214,864.89
ACH 89216	Print Date:12/03/2024						
	Current	62,446.20	17,001.75	0.00	0.00	0.00	79,447.95
Last Deposit Date	11/25/2024	\$62,446.20	\$17,001.75	\$0.00	\$0.00	\$0.00	\$79,447.95

Summary of Jurisdiction Remittances Processed Property Tax File

For Remitted Deposit Dates 11/01/2024 thru 11/30/2024 as of 12/04/2024

Batch Seq
4698675

Report run on: December 4, 2024 9:32 AM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 89264	Print Date:12/03/2024						
	Current	56,131.09	15,282.36	0.00	0.00	0.00	71,413.45
	Delq	272.98	69.95	0.00	0.00	0.00	342.93
Last Deposit Date	11/26/2024	\$56,404.07	\$15,352.31	\$0.00	\$0.00	\$0.00	\$71,756.38
ACH 89310	Print Date:12/03/2024						
	Current	85,151.89	23,183.61	0.00	0.00	0.00	108,335.50
	Delq	99.72	31.86	0.00	0.00	0.00	131.58
Last Deposit Date	11/27/2024	\$85,251.61	\$23,215.47	\$0.00	\$0.00	\$0.00	\$108,467.08
Total:		\$1,308,129.90	\$356,530.31	\$0.00	\$0.00	\$0.00	\$1,664,660.21

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: January 6, 2025

Date submitted: 12/02/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Consider approving the minutes of the City Council Regular Meeting held on December 2, 2024.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to review and approve the minutes of the City Council Regular Meeting held on December 2, 2024.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

- 1. December 2, 2024, CC Meeting Minutes (DRAFT)

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
DECEMBER 2, 2024**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, DECEMBER 2, 2024, AT 6:00 P.M. IN THE COUNCIL CHAMBERS OF THE FRIENDSWOOD CITY HALL, LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING MEMBERS PRESENT CONSTITUTING A QUORUM:

Trish Hanks	Councilmember
Sally Branson	Councilmember
Robert J. Griffon	Councilmember
Joe Matranga	Mayor Pro Tem
Brent Erenwert	Councilmember
Morad Kabiri	City Manager
Karen Horner	City Attorney
Leticia Brysch	City Secretary

1. CALL TO ORDER

Mayor Pro Tem Matranga called the meeting to order with a quorum present at 5:03 P.M. All members were present with the exception of Mayor Mike Foreman who was absent.

2. INVOCATION

The invocation was led by Pastor BJ Roy of Calvary Houston.

3. PLEDGE OF ALLEGIANCE - United States and State of Texas

Mayor Pro Tem Matranga led the Pledge of Allegiance to the United States and the Texas State Pledge.

4. COUNCIL COMMENTS AND REPORTS

Mayor Pro Tem Matranga opened the item announcing the passing of Planning and Zoning Vice Chair Richard Sasson and sent prayers to his family. Councilmember Ellisor thanked everyone present and shared his gratitude for living in the City of Friendswood. Councilmember Branson also extended prayers for the Sasson family. She additionally announced the Friendswood Historical Society's Annual Christmas Tree Lighting event and encouraged participation in CDEDC Small Business Week next May.

Councilmember Hanks expressed gratitude for the Friendswood community and volunteers. She highlighted the contributions of organizations like the Parks Department, the Keep Friendswood Beautiful (KFB) Committee, and the Chamber of Commerce for celebrating the holidays. She shared and praised Mr. Sasson's quiet but impactful efforts to improve the City. Councilmember Griffon reflected on the loss of Mr. Sasson and extended prayers for his family. He also shared gratitude for his seven years of serving on Council and mentioned his plans to run for re-election. Councilmember Erenwert echoed sentiments about Mr. Sasson and extended heartfelt gratitude to the Sasson family for allowing him to serve the City.

5. PUBLIC COMMENT

Mayor Pro Tem Matranga announced a citizen, Ms. Debra Winters Chaney, had signed up to comment.

Ms. Chaney, Homeowner Association (HOA) President of Wilderness Trails, raised concerns about flooding and drainage issues related to development near her neighborhood. She also mentioned increased truck activity and its impact on their community.

6. WORK SESSION TOPICS

A. Receive and discuss a presentation from Waste Connections regarding waste collection services.

City Manager Morad Kabiri opened the work session item to discuss options for continuing the waste collection franchise agreement with Waste Connections. He introduced Waste Connections District Manager Zach Ryan who provided a presentation with the following highlights:

- ***Current Service Overview*** – Mr. Ryan described the City's current waste collection system, which operates using rear-load trucks. He explained that rear-load trucks require one driver and two workers on the back of the truck. While this system functions effectively, he noted there is room for improvement in terms of efficiency and safety.
- ***Side-Load Truck Benefits*** – Mr. Ryan introduced side-load trucks as a potential option for Friendswood. He explained that side-load trucks require fewer workers, as there are no workers on the back of trucks. This results in a safer operation and increased efficiency. He emphasized that side-load trucks reduce mess and prevent trash cans from being left out of place. Mr. Ryan highlighted the results of a pilot program that tested side-load trucks in Friendswood for over a year. The feedback from this pilot was positive as residents adapted well to the new system.
- ***Service Options and Costs*** – Mr. Ryan presented the following service options for Friendswood:
 1. *Rear Load*: \$22/month for a 3-year term with twice-weekly trash, weekly recycling, and weekly bulk/brush pickup.
 2. *5-Year Side Load*: \$19.59/month with the same service schedule.
 3. *10-Year Side Load*: \$18.50/month with the same service schedule.

Councilmember Griffon asked how residents would receive the correct trash cans. Mr. Ryan explained that Waste Connections would provide one trash can per household. It was also asked if customers could purchase extra trash cans. Mr. Ryan confirmed that extra cans could be purchased for an additional fee but noted the larger capacity of the trash cans. Councilmember Branson raised concerns about elderly residents handling the large trash cans. Mr. Ryan noted that options exist for qualifying households for assisted pickup services or smaller trash cans. It was also noted that the trash cans had wheels.

Further discussion ensued over the costs associated with rear-load versus side-load services. Mr. Ryan noted that the rear-load system is more costly due to its labor requirements. Mr. Kabiri noted that some cities offer cheaper service, but with fewer collection days. Mr. Ryan warned Council about the risks of choosing service providers that bid low but later raise fees through contractual loopholes. He emphasized that side-load trucks are safer, more efficient, and future-oriented. Mr. Ryan concluded by encouraging Council to consider side-load options for their long-term benefits. He assured the Council that Waste Connections could adjust the service if issues arose and highlighted the company's willingness to provide flexible, customer-focused solutions.

B. Receive and discuss an update regarding the Capital Improvements Projects.

Engineering Director Jill Arias provided updates on the City's capital improvement projects as follows:

- ***Blackhawk Boulevard Project (Phase II-B and II-C)*** – Mr. Arias reported issues with the contractor's cash flow, causing project delays. The City proposed a plan to let the contractor finish the west side. Phase II-B's remaining work will be included in Phase II-C. He stated that Phase II-C plans were 90% complete, and the Texas Department of Transportation (TxDOT) permits were in progress. Funding for this project totals \$9.6 million from multiple sources.
- ***24-inch Clear Creek Water Line Crossing Project*** – Mr. Arias announced a pending contract for installing a 24-inch water transmission line. He stated that the project would use open-cut and trenchless methods. The Council would review a change order for contingency and testing. The project cost is \$4.98 million, funded by Water and Sewer Bonds and ARPA funds.
- ***Tank Project at Surface Water Plant #1*** – Mr. Arias spoke over their plans to build a new ground storage tank at Surface Water Plant #1. He noted the contract is pending and described its role in increasing water storage. A change order would also cover owner contingency and testing. The project's cost is \$5.02 million, funded by Water and Sewer Bonds and ARPA funds.
- ***Tank Rehab Project*** – Mr. Arias shared an update on ongoing work to repair and repaint the last tank at Surface Water Plant #1. He expected this project to be completed in the first quarter of 2025. The project cost is \$1.9 million, funded by Water and Sewer Bonds.
- ***Wastewater Master Plan*** – Mr. Arias discussed the City's new wastewater master plan, which was awarded in October. He stated that the kickoff meeting had already taken place. The plan includes a wastewater model, updated flow monitoring, and a capital improvement plan. The total cost is \$698,000, funded by Water and Sewer Bonds.
- ***H-GAC Unified Planning Work Program (UPWP)*** – Mr. Arias explained the Friendswood Master Trail Plan and Friendswood Parkway Corridor Study. He noted that these projects aim to improve cyclist and pedestrian safety. He mentioned a pending public participation plan and future public meetings. Both projects are funded by the H-GAC with no local match.
- ***2024 H-GAC Carry-Over Spending Projects*** – Mr. Arias described ongoing TxDOT engineering work at several FM 528 intersections. Improvements include new lanes, turn lanes, and signal adjustments. Total funding amounts to \$2.6 million, funded by the H-GAC Carry-Over Funds.
- ***Pending Contracts for January 2025*** – Mr. Arias listed projects with pending contracts, including: the Master Drainage Plan, the Ground Storage Tank at Groundwater Plant #4, the Annalea Neighborhood Infrastructure Project, and the relocation of utilities at the Clear Creek Utility Bridge.

7. CITY MANAGER'S REPORT

- A. Present an update regarding the Rotary Foundation donation in the amount of \$75,000 to the City for the purchase of emergency response equipment to support the City's Police and EMS as well as the Friendswood Volunteer Fire Department.**

City Manager Morad Kabiri opened his report with the announcement of a generous \$75,000 donation from the Friendswood Rotary Foundation. The donation was divided into three equal portions of \$25,000 each. These funds will support the Police Department, Emergency Medical Services (EMS), and the Volunteer Fire Department. Mr. Kabiri expressed sincere gratitude to the Rotary Foundation for their generosity and support of the City's emergency response efforts.

B. Present an update regarding the Christmas Lighted Parade to be held on Saturday, December 14, 2024, at 6:00 p.m.

City Manager Morad Kabiri provided details about the Annual Lighted Christmas Parade, which is hosted by the Friendswood Chamber of Commerce. The parade is scheduled to take place on Saturday, December 14, 2024, starting at 6:00 P.M. The parade route will begin at Friendswood Baptist Church and will end at Stevenson Park. This event is a cherished community tradition that brings residents together to celebrate the holiday season.

C. Present an update regarding the Santa in the Park event to be held on Saturday, December 14, 2024, from 3:00 p.m. to 8:00 p.m.

City Manager Morad Kabiri shared an update on the Santa in the Park event, which is hosted by the City of Friendswood and Keep Friendswood Beautiful (KFB) Committee. The event will take place on Saturday, December 14, 2024, from 3:00 P.M. to 8:00 P.M. in Stevenson Park. The event will feature a holiday market, food vendors, and a variety of activities for children. Families can also enjoy live entertainment, take pictures with Santa, and experience 20 tons of snow brought in for ice skating and snow slides. The event promises to offer a festive and family-friendly experience for the entire community.

D. Present an update regarding Council candidate application and packet.

City Manager Morad Kabiri announced that Council candidate application packets are now available for potential candidates. The packets can be accessed on the City's website and at the City Secretary's Office. Two Council positions, Position Nos. 4 and 6, will be open for the upcoming election. The first day to file a candidate application is January 15, 2025, and the deadline to file is February 14, 2025. This announcement provides clarity and guidance for those interested in running for City Council positions.

E. Recognize Engineering Director, Jil Arias, for being a presenter at the Environmental & Water Resources Institute's Houston Conference.

City Manager Morad Kabiri recognized Engineering Director Jil Arias for his recent achievements. Mr. Arias had the honor of being a presenter at the Environmental & Water Resources Institute's Houston Conference. His presentation was titled "Planning for Resiliency: Bridging Water and Wastewater Challenges for a Sustainable Future." Mr. Kabiri highlighted his contribution as a reflection of the City's commitment to sustainability and resilience in its water and wastewater systems.

F. Present an update regarding the City's GIS and Property Records Integration.

City Manager Morad Kabiri announced the success of the GIS and Property Records Integration project. This project was led by Records Specialist Dee Valdovinos from the City Secretary's Office (CSO) and GIS Manager Diana Lopez from the Community Development Department (CDD). The integration improved the City's system for tracking properties and easements. This project enhances the City's

operational efficiency and demonstrates the City's ongoing efforts to modernize and streamline its processes.

8. BUSINESS ITEMS

- A. Consider an item directing staff to develop an ordinance amending Chapter 2 "Administration, Article II "Boards, Committees and Commissions" of the Friendswood City Code to add a new section to be numbered and entitled Section 2-25 "Appeals" to afford certain decisions of non-advisory boards, commissions, and/or committees, to be appealed to the City Council.**

City Manager Morad Kabiri introduced the item to direct Staff to develop an ordinance amending Chapter 2 of the City's Code. This amendment would add Section 2-25 to allow appeals of certain non-advisory board decisions to the City Council. The item was requested by Councilmember Griffon.

Councilmember Griffon expressed his frustration with the lack of Council input on decisions made by various non-advisory boards, committees, and commissions. He noted that residents and developers have no option to appeal decisions except by requesting a full ordinance change, which is cumbersome. Councilmember Griffon gave examples of residents approaching him with complaints about board decisions. He noted staff receive criticism for decisions they cannot alter. He proposed adding language to the City's Code, which he called "Section 2-25." He noted that the intent of the proposed section was to create an appeals process for residents and developers to seek mediation through the City Council for decisions made by staff and the City's non-advisory boards.

Councilmember Branson agreed with Councilmember Griffon's idea of having an appeal process as she believed that the development in Friendswood has become tough and liked the idea of addressing recurring issues through appeals. She also recalled feeling limited in addressing similar issues during her time on the Planning and Zoning Commission (P&Z) and felt that this appeal process could allow the Council to discuss these matters legally and possibly offer some relief.

City Attorney Karen Horner noted appeals for certain boards, such as the Zoning Board of Adjustments (ZBOA), go directly to District Court by law. She relayed that staff would address these limitations during the development of a proposed ordinance. Councilmember Griffon added that ZBOA decisions could already be appealed within 20 days and suggested improving communication with the public by including the ZBOA appeal instructions at the bottom of their decisions.

Mayor Pro Tem Matranga asked how often such issues come up. Mr. Kabiri estimated it happens a handful of times, but complaints from one or two individuals are frequent. He further highlighted the importance of uniform rule enforcement and creating an appeals process to address valid concerns; it cannot be arbitrary or capricious. Mayor Pro Tem Matranga expressed concern about undermining the authority of the City's non-advisory boards, such as the P&Z. He noted that he feared developers would begin bypassing the P&Z Commission and bring disputes directly to Council. Councilmember Hanks acknowledged Mayor Pro Tem Matranga's concerns but ultimately supported an appeals process for exceptional cases. She suggested further discussion and review before implementing the ordinance. Councilmember Ellisor requested additional research and review of other cities regarding this issue from a legal perspective as he was not comfortable making a decision without more information. Mr. Kabiri noted that the action before the Council was whether or not to continue this discussion by having staff develop a proposed ordinance that would then be brought back to the Council further review and potential action. He clarified that the proposed appeal process was not being adopted that evening. The Council

agreed to proceed with drafting the ordinance, directing staff to research and develop the proposal with Councilmember Griffon's appeal language as provided.

A motion was made by Councilmember Griffon and seconded by Councilmember Branson directing staff to research and develop an ordinance amending Chapter 2 of the Code to add a new section related to appeals and to have Councilmember Griffon's proposed language read into the minutes verbatim. The vote was the following:

Ayes: Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Councilmember Robert J. Griffon, and Councilmember Brent Erenwert

Nays: Mayor Pro Tem Joe Matrangola

Absent: Mayor Mike Forman

The item passed 5-1.

Councilmember Robert Griffon's proposed language related to the above noted proposed appeal process is entered into the City Council's record verbatim. Said language is noted below:

"A proposed ordinance amending Chapter 2 "Administration, Article II "Boards, Committees and Commissions" of the Friendswood City Code to add a new section to be numbered and entitled Section 2-25 "Appeals," that reads:

Appeals to City Council concerning interpretation or administration by a non-advisory board may be taken to any person aggrieved by the decision of any officer, department, board, or bureau of the City affected by the decision of the administrative official or non-advisory board. Such appeals shall be filed with the City Manager and sponsored by a Councilmember with a notice of appeal specifying the grounds thereof."

9. ORDINANCES & RESOLUTIONS

A. Consider on second and final reading an ordinance amending Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bond and Insurance Amounts" of the Friendswood City Code to update certain fees.

City Manager Morad Kabiri explained that Council at the last meeting split the ordinance into two separate votes to amend utility rates, body-worn camera fees, and park reservation fees. He noted that the readings passed but were not unanimous. Mr. Kabiri clarified there were no changes to the ordinance since the first reading. Councilmember Griffon asked if the items needed to be separated for voting again. Mr. Kabiri responded separation was not necessary but could be done if he preferred. Councilmember Griffon requested to separate the public works and water fees from the rest of the ordinance.

A motion was made by Councilmember Hanks and seconded by Councilmember Erenwert to approve the addition of the fees related to body camera footage and proposed amendments to the Parks and Recreation facility fees, related to Item 9.A., as submitted. The vote was the following:

Ayes: Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Mayor Pro Tem Joe Matrangola, Councilmember Robert J. Griffon, and Councilmember Brent Erenwert

Nays: None

Absent: Mayor Mike Forman

The item passed unanimously.

Prior to the vote on water fees, Councilmember Griffon noted that much of the information in the study presented was not provided by staff. National trends were used for projections. He expressed concern that the study could not guarantee human behavior or projected revenue outcomes. He mentioned the City spent \$17,000 on the study to justify the need for higher rates to fund capital improvement projects. Councilmember Griffon emphasized that the City has \$106 million in capital improvement projects, but many projects receive external funding, reducing the City's share to below 50%.

Councilmember Griffon questioned why Friendswood's wastewater rates were higher than the state average, and why are overall rates are higher than some of the cities surveyed. Mr. Kabiri explained Friendswood uses surface water, which costs twice as much as groundwater. Friendswood is part of the Harris-Galveston Subsidence District and must use surface water. The City of Katy uses groundwater which is cheaper and requires less treatment. Friendswood also shares the Blackhawk Wastewater Treatment Plant with other entities. Thus, Friendswood pays more because its infrastructure is older. Newer systems, such as Baybrook MUD No. 1, require fewer repairs and has fewer inflow and infiltration issues.

Councilmember Griffon continued questioning the cost structure, highlighting that Friendswood's wastewater rates were higher than most neighboring cities. Mr. Kabiri reiterated that infrastructure age and shared facility costs contribute to the variance. Councilmember Griffon voiced concern about escalating rates, arguing that raising rates could reduce consumption, leading to lower revenue. He believed rate increases should encourage conservation without excessive penalties.

Councilmember Hanks stated that she viewed water as a critical commodity and supported rate increases for infrastructure. She acknowledged the need to conserve water but emphasized the importance of maintaining infrastructure. Mayor Pro Tem Matranga asked if the City's water and wastewater contracts have finite amounts. Mr. Kabiri confirmed they do with set amounts from the Southeast Water Purification Plant and the Gulf Coast Authority's Blackhawk Wastewater Treatment Plant.

A motion was made by Councilmember Hanks and seconded by Councilmember Branson to amend the fee schedule to update certain fees within the following categories: automated water meter fees and utility rates (consistent with the 2024 utility rate study, as presented to the City Council on June 3rd, 2024), and to remove the manual water meter fees, related to Item 9.A., as submitted. The vote was the following:

Ayes: Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, and Mayor Pro Tem Joe Matranga

Nays: Councilmember Robert J. Griffon and Councilmember Brent Erenwert

Absent: Mayor Mike Forman

The item passed 4-2.

ORDINANCE NO. 2024-41

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE FEE SCHEDULE CONTAINED IN APPENDIX D "SCHEDULE OF FEES, RATES, CHARGES, DEPOSITS, BOND AND INSURANCE AMOUNTS" OF THE FRIENDSWOOD CITY CODE (I) TO ADD FEES FOR OBTAINING BODY-WORN CAMERA RECORDINGS CONSISTENT WITH STATE LAW; (II) TO UPDATE CERTAIN PARKS AND RECREATION FACILITY FEES AND DEPOSITS, AUTOMATED WATER METER FEES, AND WATER UTILITY RATES CONSISTENT WITH THE 2024 UTILITY RATE STUDY; AND (III) TO REMOVE MANUAL WATER METER FEES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND THE EFFECTIVE DATE.

B. Consider an ordinance amending the City's General Budget for Fiscal Year 2023-24 by approving "Budget Amendment XII" and providing for supplemental appropriation and/or transfer of certain funds.

City Manager Morad Kabiri noted the \$180,000 of legal fees was discussed earlier. He clarified that \$73,000 of this was for the creation of the Tax Increment Reinvestment Zone (TIRZ) and related agreements. These fees are being paid by revenue from within the TIRZ. The remaining \$107,000 in litigation fees will also be reimbursed by TIRZ revenue. No funds outside the TIRZ are involved.

A motion was made by Councilmember Hanks and seconded by Councilmember Branson to approve Ordinance No. 2024-42, related to Item 9.B., as submitted. The vote was the following:

Ayes: Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Mayor Pro Tem Joe Matraga, Councilmember Robert J. Griffon, and Councilmember Brent Erenwert

Nays: None

Absent: Mayor Mike Forman

The item passed unanimously.

ORDINANCE NO. 2024-42

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2023-20, PASSED AND APPROVED AUGUST 28, 2023, THE SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2023-24, BY APPROVING "BUDGET AMENDMENT XII" THERETO; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR OTHER MATTERS RELATED TO THE SUBJECT; AND PROVIDING FOR THE EFFECTIVE DATE.

C. Consider an ordinance amending the City's General Budget for Fiscal Year 2024-2025 by approving "Budget Amendment III" and providing for supplemental appropriation and/or transfer of certain funds.

A motion was made by Councilmember Branson and seconded by Councilmember Hanks to approve Ordinance No. 2024-43, related to Item 9.C., as submitted. The vote was the following:

Ayes: Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Mayor Pro Tem Joe Matranga, Councilmember Robert J. Griffon, and Councilmember Brent Erenwert

Nays: None

Absent: Mayor Mike Forman

The item passed unanimously.

ORDINANCE NO. 2024-43

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2024-25, PASSED AND APPROVED AUGUST 26, 2024, THE SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2024-25, BY APPROVING "BUDGET AMENDMENT III" THERETO; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR OTHER MATTERS RELATED TO THE SUBJECT; AND PROVIDING FOR THE EFFECTIVE DATE.

D. Consider a resolution casting its votes in the election of members of the Board of Directors of the Galveston Central Appraisal District (GCAD) 2025.

City Manager Morad Kabiri reminded Council that this item was discussed in October. He explained that the Galveston County Appraisal District (G-CAD) had sent ballots to entities within the jurisdiction. The Council previously nominated the existing board of directors. Mr. Kabiri clarified that no single entity could elect a member alone. He noted that Friendswood Independent School District (FISD) requested the City's support of Mr. Scott Brast to represent northern Galveston County.

A motion was made by Councilmember Hanks and seconded by Councilmember Branson to approve Resolution No. 2024-36, related to Item 9.D., as submitted. However, discussion ensued prior to the vote.

Councilmember Griffon asked if they could split votes. Councilmember Hanks noted diluting votes might prevent someone from getting enough votes to secure a seat. Mr. Kabiri confirmed that while splitting was legal, consolidating votes helps ensure the preferred candidate has a better chance of being elected.

The vote was the following:

Ayes: Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Mayor Pro Tem Joe Matranga, Councilmember Robert J. Griffon, and Councilmember Brent Erenwert

Nays: None

Absent: Mayor Mike Forman

The item passed unanimously.

RESOLUTION NO. R2024-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, CASTING ITS BALLOT FOR THE ELECTION OF UP TO FIVE CANDIDATES TO THE BOARD OF DIRECTORS OF THE GALVESTON CENTRAL APPRAISAL DISTRICT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

10. CONSENT AGENDA

A motion was made by Councilmember Branson and seconded by Councilmember Erenwert to approve Consent Agenda Items 10.A through 10.G. The vote was the following:

Ayes: Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Mayor Pro Tem Joe Matranga, Councilmember Robert J. Griffon, and Councilmember Brent Erenwert

Nays: None

Absent: Mayor Mike Forman

The item passed unanimously.

- A. Consider awarding a Construction Contract to and authorizing Change Order No. 1 with Servox, LLC, for the New Ground Storage Tank at Surface Water Plant #1 Project (2024-12).**
- B. Consider awarding a Construction Contract to and authorizing Change Order No. 1 with R Construction Civil, LLC, for the Clear Creek Waterline Installation Project (2024-11).**
- C. Consider the Contract for the Transfer of a Law Enforcement Animal to transfer to the ownership of retired K-9 Officer Rick from the Friendswood Police Department to Officer Cory McCombs.**
- D. Consider ratifying an approving Maintenance Agreements for HVAC, Building Environmental Systems for City facilities with Star Service, Inc., through Choice Partners' national purchasing cooperative.**
- E. Consider approving the Memorandum of Understanding with Texas A&M Engineering Service for the Texas A&M Public Works Response Team.**
- F. Consider approving the ad valorem tax report for October 2024.**
- G. Consider approving the minutes of the City Council Joint Meeting held on November 4, 2024.**

11. ADJOURNMENT

With there being no further business, Mayor Pro Tem Matranga adjourned the December 2, 2024, City Council Regular Meeting at 6:49 P.M.

Attest:

Joe Matranga, Mayor Pro Tem

Leticia Brysch, City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: January 6, 2025

Date submitted: 12/20/2024

Prepared by: Karen Horner, City Attorney

Subject: Recess and convene into an executive session pursuant to Sections 551.071 and 551.072 of the Texas Government Code and Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas, to seek the advice of the City's attorney(s) regarding (i) legal issues related to property for public transportation/infrastructure needs, (ii) the possible purchase, exchange, lease or value of real estate related to such matters, and (iii) pending or contemplated litigation regarding the same.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to recess and convene into an executive session pursuant to Sections 551.071 and 551.072 of the Texas Government Code and Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas, to seek the advice of the City's attorney(s) regarding (i) legal issues related to property for public transportation/infrastructure needs, (ii) the possible purchase, exchange, lease or value of real estate related to such matters, and (iii) pending or contemplated litigation regarding the same.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: January 6, 2025

Date submitted: 12/02/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Recess and convene into an executive session pursuant to Section 551.074 of the Texas Government Code to deliberate the annual performance of the City Attorney.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to recess and convene into an executive session pursuant to Section 551.074 of the Texas Government Code to deliberate the annual performance of the City Attorney.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: January 6, 2025

Date submitted: 12/02/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Consider taking appropriate action regarding the City Attorney's annual performance evaluation.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to take appropriate action regarding the City Attorney's annual performance evaluation.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS