



**CITY COUNCIL REGULAR MEETING
MONDAY, FEBRUARY 3, 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

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 to place an item on a future agenda. During public comment, the public shall comply with the Council's rules of decorum.

6. WATERWORKS & SEWER SYSTEM REVENUE BONDS

- A. Discuss the Waterworks & Sewer System Revenue Bonds, Series 2025.
- B. Consider approving the schedule for the City's Waterworks & Sewer System Revenue Bonds, Series 2025.

7. ZONE CLASSIFICATION CHANGE FROM MULTI-FAMILY-MEDIUM DENSITY TO DOWNTOWN DISTRICT - 311 LAUREL

- A. Conduct a public hearing regarding a request for a zone classification change for property located at 311 Laurel, 0.289 acres of land, more or less, being a part of Lot 16 of the Harvey and Stout Subdivision of Lots 6, 7, and 8, Block 2 of Friendswood Subdivision of the Sarah McKissick or J.P. Williams League of Land, Friendswood, Galveston County, Texas, to change from Multi-Family Residential-Medium Density (MFR-M) to Downtown District (DD).
- B. Consider an ordinance regarding a proposed zone classification change for property located at 311 Laurel, 0.289 acres of land, more or less, being a part of Lot 16 of the Harvey and Stout Subdivision of Lots 6, 7, and 8, Block 2 of Friendswood Subdivision of the Sarah McKissick or J.P. Williams League of Land, Friendswood, Galveston County, Texas, to change from Multi-Family Residential-Medium Density (MFR-M) to Downtown District (DD).

8. CITY MANAGER'S REPORT

- A. Present an update regarding the winter storm event.
- B. Present an update regarding the City's Touch-A-Truck and Winter Weather Event on Saturday, February 8, 2025.
- C. Recognize Library Director Matt Riley for thirty-five years of service.
- D. Recognize Director of Engineering Jil Arias for his appointment for the newly created Small Municipalities board position at the San Jacinto Regional Flood Planning Group (SJRFPG).
- E. Recognize Deputy City Secretary Raquel Martinez and CSO Administrative Assistant Linda Newsted for graduating from the Texas Municipal Clerk's Association (TMCA) certification program at the Election Law Conference held on January 23-24, 2025, and for each receiving a 2025 Texas Municipal Clerk's Certification Program (TMCCP) Seminar Scholarship in the amount of \$500 to attend said event.

9. PROPOSED ORDINANCES & RESOLUTIONS

- A. Consider on first reading an ordinance amending Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bond and Insurance Amounts" of the Friendswood City Code to update fees for "Buildings and Building Regulations," "Peddlers, Solicitors, Canvassers and Itinerant Vendors," "Wrecker Service Towing Fees," and "Credit Card Payment Processing Convenience Fees."
- B. Consider the first reading of an ordinance amending Chapter 2 "Administration," Article II "Boards, Committees and Commissions," Division 4 "Community and Economic Development Committee," Section 2-41(b) "Membership" of the Friendswood City Code to add two new positions to the committee and establishing terms of office for the newly created positions in order to effectively stagger the terms of the Committee's members.
- C. Consider an ordinance amending the City's General Budget for Fiscal Year 2024-2025 by approving "Budget Amendment V" and providing for supplemental appropriation and/or transfer of certain funds.

10. 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 amending the City of Friendswood's authorized representatives for the Texas Local Government Investment Pool (TexPool).
- B. Consider a resolution authorizing the submission of a grant application to the Criminal Justice Division of the Office of Governor for FY2026 grant funds pursuant to the General Victim Assistance Direct Services Program; authorizing a cash and in-kind matches; and appointing the Mayor to act as the City's authorized representative for all purposes under the grant.
- C. Consider a resolution authorizing the Agreement for Temporary Road Closure of State Right-of-Way with the State of Texas, through the Texas Department of Transportation, for the Youth Sports Day Parade on FM 2351.
- D. Consider a resolution adopting the City of Friendswood Emergency Management Plan.
- E. Consider ratifying the City Manager's execution of and authorizing the Workplace Solutions Cooperative Acceptance Agreement and Addendum No. 1 with Cintas Corporation No. 2, through Omnia Partners cooperative purchasing, for uniform rentals.

- F. Consider authorizing the City Manager to negotiate and execute pre-event standby contracts for disaster meal catering services with SLSCO LTD., CRE8AD8, LLC, and Cole Gordon's - The Helping Hand Foundation, Inc.
- G. Consider authorizing a Professional Services Agreement with Garver Engineering for implementation services related to the City's New Ground Storage Tank at Groundwater Plant 4 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.
- H. Consider authorizing an agreement with Westbrook Contractors LLC for the Deepwood Flood Control Project.
- I. Consider authorizing the First Amendment to the Policy Accreditation Services Agreement with John J. Silva for continued consulting services related to the Friendswood Police Department's recognition as a Texas Best Practice Law Enforcement Agency.
- J. Consider approving the street closure of Stadium Lane for the City's Touch-A-Truck and Winter Weather Event on Saturday, February 8, 2025, from 8:00 a.m. to 4:00 p.m.
- K. Consider accepting the Ravine Drive Emergency Sinkhole Repair Project and authorizing the commencement of the contractor's one-year maintenance period.
- L. Consider authorizing the final acceptance of the Industry Park Friendswood Phase II Waterline Improvements Project and the release of the contractor's one-year maintenance bond.
- M. Consider appointing Stacy Phillips to the Planning and Zoning Commission to complete an unexpired term effective immediately and ending on June 30, 2026.
- N. Consider approving the ad valorem tax report for December 2024.
- O. Consider approving the minutes of the City Council Regular Meeting held on January 6, 2025.

11. 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
31st day of January 2025, at 5:00 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: February 3, 2025

Date submitted: 01/02/2025

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

Subject: Discuss the Waterworks & Sewer System Revenue Bonds, Series 2025.

Originating Department: Finance

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The City is prepared to proceed with issuing Water and Sewer Revenue Bonds in the amount of \$20.395M (including approximately \$1.5M reserve fund requirement) to complete the following utility capital improvements:

- 42" SETL Waterline
- Friendswood Dr to Elevated Storage Tank 1 24"
- Georgetown 16" Upsize
- Friendswood Trails 16"
- Blackhawk Blvd Phase II-C Utilities
- Lift Station #2 Rehabilitation
- Upsize Lift Station #8 and Force Main
- Cowards Creek Sewer Upsizing
- Lift Station Mitigation Package #1
- Upsizing Lift Station #16
- Lift Station #27 Upgrades
- Lift Station Mitigation Package #4

Bond issuance costs will also be funded with the bond proceeds.

John Robuck, BOK Financial, our financial advisor, will be in attendance to review and discuss this opportunity. In order to provide the most current data on the ever-changing bonds market, a copy of his presentation will be sent to Council separately from the meeting agenda packet at a later date before the Council meeting.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Issuance of the Revenue Bonds will enable the City to continue construction on the utility projects listed above.

RECOMMENDATIONS

Staff requests Council's consideration to issue water and sewer revenue bonds.

ATTACHMENTS

1. Financing Plan and Schedule of Events Presentation - Series 2025 WWSS (1-6-25) (002)
2. FY25 Revenue Bond Projects



City of Friendswood, Texas

Financing Plan and Schedule of Events Presentation for:

**\$20,395,000* Waterworks and Sewer System Revenue Bonds,
Series 2025**

Monday, February 3, 2025

* Preliminary, subject to change.

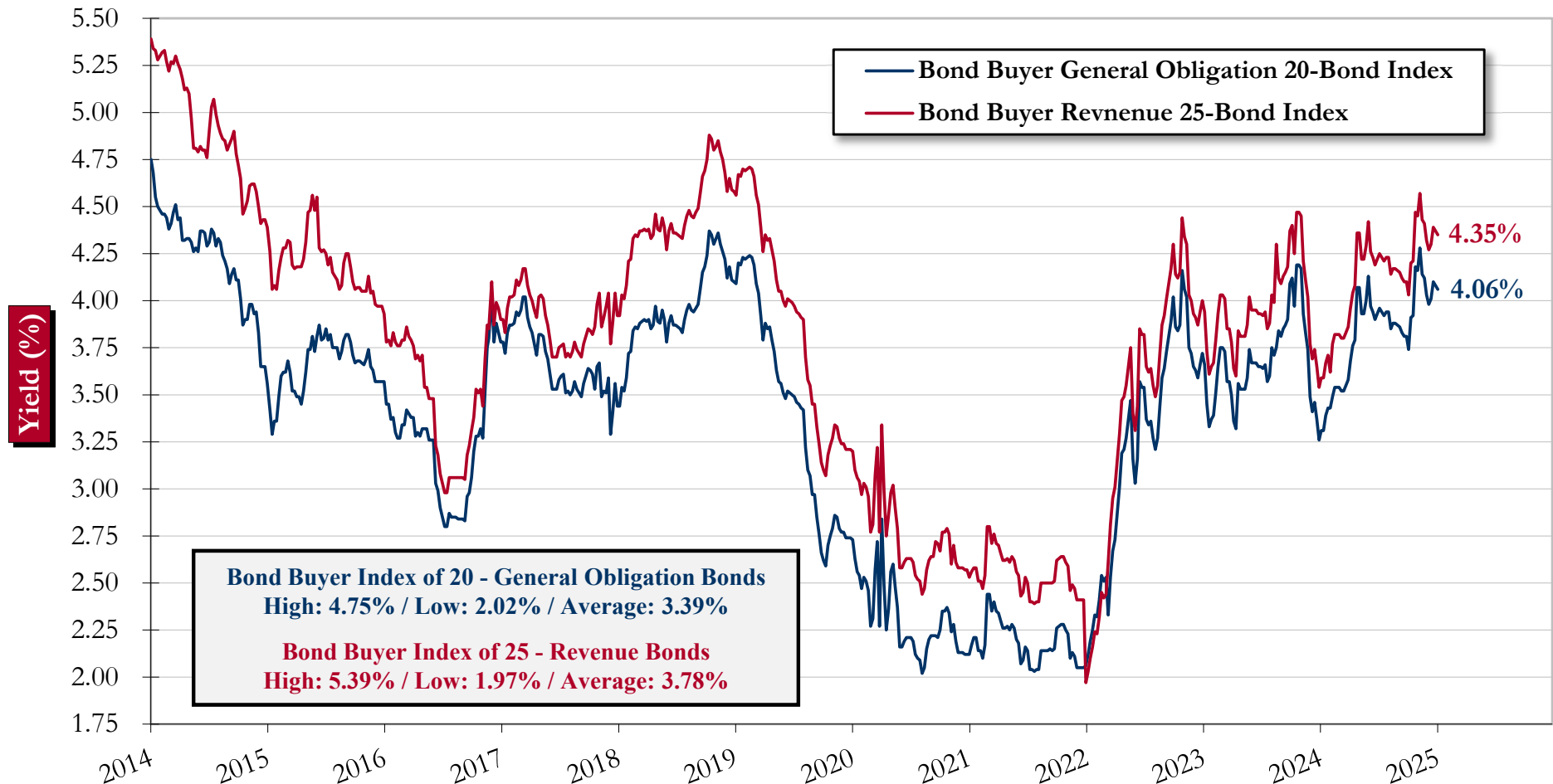
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Overview of Current Bond Market – Bond Buyer Index

The Bond Buyer Index January 1, 2000 To The Present



The BBI 20 is published every Thursday. The rate consists of general obligation bonds maturing in 20 years with an average rating equivalent to Moody's "Aa2" and S&P's "AA." The BBI 25 is also published every Thursday. The rate consists of revenue bonds maturing in 30 years with an average rating equivalent to Moody's "A1" and S&P's "A+".



Estimated Debt Service Requirements

Fiscal Year		Plus: The Series 2025 WWSS Bond (b)			Total
Ending	Current Total				Debt Service
(9/30)	Debt Service (a)	Principal *	Interest (c)*	Total *	Requirements *
2025	\$5,322,125		\$436,226	\$437,617	\$5,759,742
2026	5,372,950	\$100,000	1,017,250	1,120,500	6,493,450
2027	5,288,000	195,000	1,009,875	1,208,125	6,496,125
2028	5,292,225	200,000	1,000,000	1,203,250	6,495,475
2029	5,400,400	100,000	992,500	1,095,750	6,496,150
2030	5,403,300	100,000	987,500	1,095,625	6,498,925
2031	3,618,200	630,000	969,250	1,602,250	5,220,450
2032	3,617,900	665,000	936,875	1,604,875	5,222,775
2033	3,616,800	700,000	902,750	1,605,750	5,222,550
2034	3,613,300	735,000	866,875	1,609,750	5,223,050
2035	2,885,325	755,000	829,625	1,587,375	4,472,700
2036	2,881,475	795,000	790,875	1,593,500	4,474,975
2037	2,482,250	835,000	750,125	1,592,500	4,074,750
2038	2,477,875	885,000	707,125	1,594,375	4,072,250
2039	927,050	800,000	665,000	1,472,125	2,399,175
2040	930,800	840,000	624,000	1,466,000	2,396,800
2041	928,725	885,000	580,875	1,467,875	2,396,600
2042		1,010,000	533,500	1,545,500	1,545,500
2043		1,060,000	481,750	1,548,625	1,548,625
2044		1,115,000	427,375	1,549,000	1,549,000
2045		1,170,000	370,250	1,546,625	1,546,625
2046		1,230,000	310,250	1,546,375	1,546,375
2047		1,295,000	247,125	1,548,000	1,548,000
2048		1,360,000	180,750	1,546,375	1,546,375
2049		1,430,000	111,000	1,546,375	1,546,375
2050		1,505,000	37,625	1,547,750	1,547,750
Totals	\$60,058,700	\$20,395,000	\$16,766,351	\$37,281,867	\$97,340,567

* Preliminary, subject to change.

(a) Includes an aggregate \$15,150,000 of the City's General Obligation Refunding Bonds, Series 2014, General Obligation Permanent Improvement and Refunding Bonds, Series 2016 and General Obligation Refunding Bonds, Series 2016A (the "General Obligation Debt Payable From System Revenues") debt requirements, which pursuant to City policy are paid from revenues of the System and such policy is subject to change at the discretion of the City.

(b) Generates \$20,500,000 in proceeds for the City, \$1,469,005 for the Reserve Fund Requirement and includes estimated issuance costs.

(c) Interest estimated at current market rates and includes estimated issuance costs.



Tentative Schedule of Events

\$20,395,000*

Waterworks and Sewer System Revenue Bonds, Series 2025

January - 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
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February - 2025						
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23	24	25	26	27	28	

March - 2025						
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2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

Date	Action	Role
Friday, January 17, 2025	First Draft of Preliminary Official Statement ("POS")	FA
Friday, January 31, 2025	Second Draft POS	City, FA, BC
Monday, February 3, 2025	City Council Meeting Review Financing Plan and Schedule of Events for the Waterworks and Sewer System Revenue Bonds ("Bonds")	City, FA, BC
Week of February 10, 2025	Rating and Diligence Calls	City, FA, BC
Friday, February 14, 2025	Third Draft POS	City, FA, BC, UW
Friday, February 21, 2025	Final Draft POS	City, FA, BC, UW
Monday, February 24, 2025	Post/Distribute Final POS	BOKFS
Monday, March 3, 2025	Sale of Waterworks and Sewer System Revenue Bonds City Council Meeting City Council to Approve Sale of the Bonds	City, FA, BC, UW
Thursday, March 27, 2025	Closing/Delivery of the Bonds	City, FA, BC, UW

Participants

City - City of Friendswood, Texas
 FA - BOK Financial Securities, Inc. (Financial Advisor)
 BC - McCall, Parkhurst & Horton L.L.P. (Bond Counsel)
 UW - Underwriters (To Be Determined)

FY 2025 Revenue Bond Projects

Project	Cost
42" SETL Waterline	\$1,980,860
Friendswood Dr to Elevated Storage Tank 1 24"	\$1,500,000
Georgetown 16" Upsize	\$250,000
Friendswood Trails 16"	\$525,000
Blackhawk Blvd Phase II-C Utilities	\$1,900,000
Lift Station #2 Rehabilitation	\$3,000,000
Upsize Lift Station #8 and Force Main	\$3,200,000
Cowards Creek Sewer Upsizing	\$2,408,000
Lift Station Mitigation Package #1	\$1,950,000
Upsize Lift Station #16	\$1,531,200
Lift Station #27 Upgrades	\$1,100,000
Lift Station Mitigation Package #4	\$1,005,000
Total:	\$20,350,060



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: February 3, 2025

Date submitted: 01/02/2025

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

Subject: Consider approving the schedule for the City's Waterworks & Sewer System Revenue Bonds, Series 2025.

Originating Department: Finance

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The City is prepared to proceed with issuing Water and Sewer Revenue Bonds in the amount of \$20.395M (including approximately \$1.5M reserve fund requirement) to complete the following utility capital improvements:

- 42" SETL Waterline
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Bond issuance costs will also be funded with the bond proceeds.

John Robuck, BOK Financial, our financial advisor, will be in attendance to review and discuss this opportunity. In order to provide the most current data on the ever-changing bonds market,

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Issuance of the Water and Sewer Revenue Bonds, Series 2025 will enable the City to continue construction on the utility infrastructure capital improvements projects listed above.

RECOMMENDATIONS

Staff recommends approval of the Tentative Schedule of Events for the City's Waterworks & Sewer System Revenue Bonds, Series 2025

ATTACHMENTS

1. Financing Plan and Schedule of Events Presentation - Series 2025 WWSS (1-6-25) (002)
2. FY25 Revenue Bond Projects



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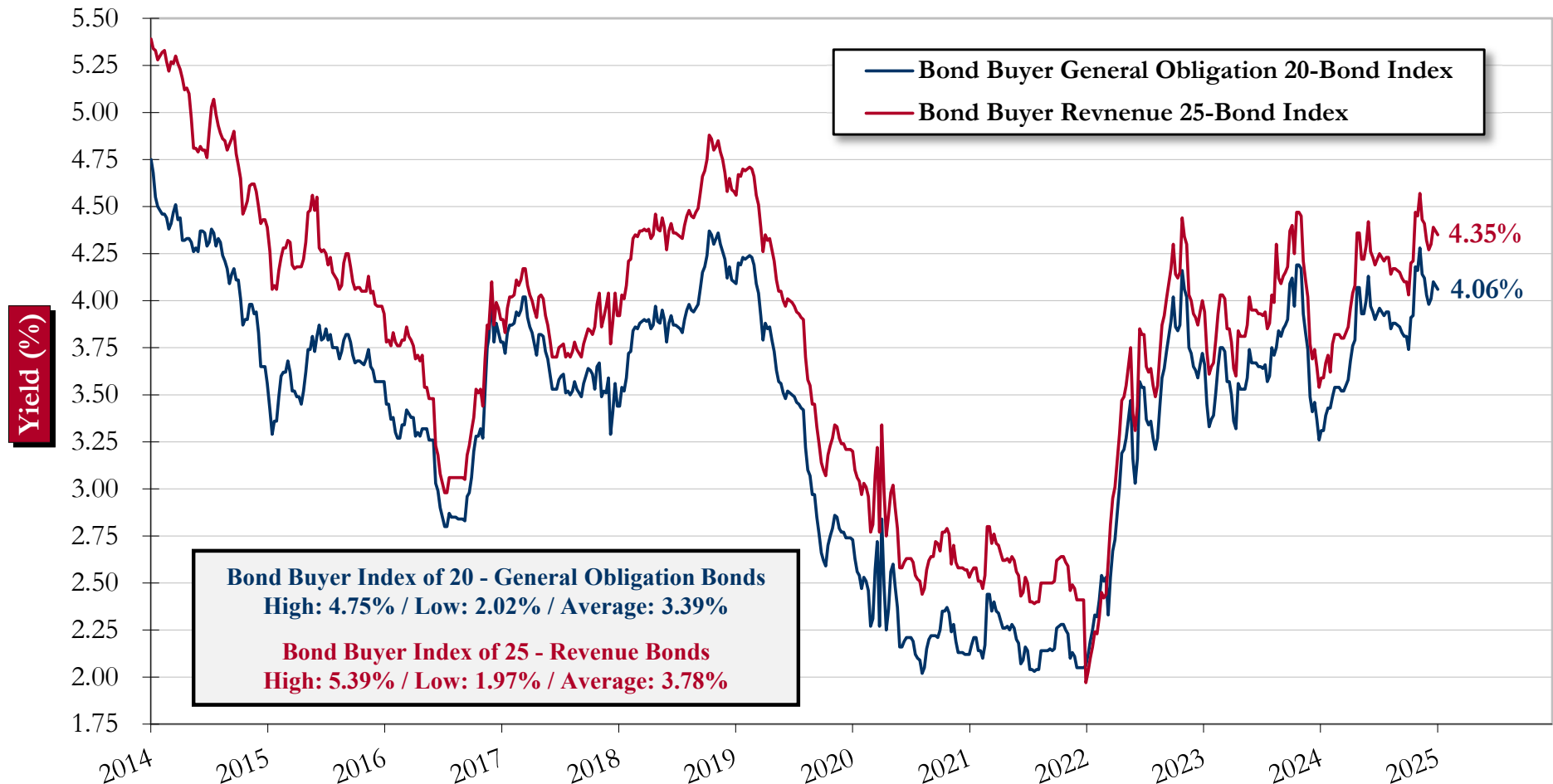
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Date requested for City Council consideration: February 3, 2025

Date submitted: 12/16/2024

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Conduct a public hearing regarding a request for a zone classification change for property located at 311 Laurel, 0.289 acres of land, more or less, being a part of Lot 16 of the Harvey and Stout Subdivision of Lots 6, 7, and 8, Block 2 of Friendswood Subdivision of the Sarah McKissick or J.P. Williams League of Land, Friendswood, Galveston County, Texas, to change from Multi-Family Residential-Medium Density (MFR-M) to Downtown District (DD).

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This public hearing allows the Council to receive public comment regarding a request for the zone classification change of 0.289 acres of land located at 311 Laurel, from Multi-Family Residential-Medium Density (MFR-M) to Downtown District (DD). The zone change request complies with the 2021 Future Land Use Map (FLUM). The property is located within the boundary of the Downtown District and the goal is for all properties within the boundary to eventually be zoned Downtown District (DD). If the zone change is approved, development of the property would be subject to the zoning regulations of the Downtown District. The Downtown District (DD) zoning allows for a wide variety of retail, restaurants, office uses, and also allows residential on the second floor an up. Residential is not allowed on the first floor.

The notice of public hearing was published in *The Reporter News* on December 18, 2024, and posted on the City's notice boards and website on December 19, 2024. Notices were sent out to property owners and signs were placed on the property on December 27, 2024. Additionally, the sign was posted on the property On December 24, 2024.

The Planning and Zoning Commission held a public hearing on this item on January 9, 2025, and voted to recommend the approval of the proposed rezoning. Please see the attached final report.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of the zone change is in compliance with the Future Land Use Map adopted in 2021. The property is located within the boundary of the Downtown District and the goal is for all properties within the boundary to eventually be zoned Downtown District (DD).

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held January 9, 2025, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 5-0 to approve the requested zone change (Commissioner Bounds was absent and we have one vacancy). See the attached Final Report for more details.

ATTACHMENTS

1. P&Z Final Report 311 Laurel 01-17-2025
2. Rezoning Report 311 Laurel
3. Aerial Map_311 Laurel
4. Future Land Use Map_311 Laurel
5. Location Map_311 Laurel
6. Zoning Map 311 Laurel



Planning & Zoning Commission

Final Report

To: Mayor and City Council
From: Thomas Hinckley, Planning & Zoning Commission Chairman
Aubrey Harbin, Director of Community Development/Planner
Date: January 17, 2025
Re: Zone change request for 311 Laurel
Multi-Family Residential – Medium Density (MFR-M) to Downtown District (DD)

At the Planning and Zoning Commission meeting held January 9, 2025, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 5-0 (Commissioner Bounds was absent) on a motion to approve the requested zone change.

The subject property is located within the Downtown District Boundary. It is the goal to eventually get all properties within the boundary zoned Downtown District (DD).

Two residents attended the public hearing and opposed the zone change request citing concerns with development in the area and impacts to drainage and utilities.

The Commission is forwarding a positive recommendation.



Rezoning Report

December 2024

Location: 311 Laurel

Legal: 0.289 acres of land, more or less, being a part of Lot 16 of the Harvey and Stout Subdivision of Lots 6, 7, and 8, Block 2 of Friendswood Subdivision of the Sarah McKissick or J.P. Williams League of land, Friendswood, Galveston County, Texas

Request: Zone classification change from Multi-Family Residential – Medium Density (MFR-M) to Downtown District (DD)

Proposed Use (Permitted Uses, Location, Size, etc.)

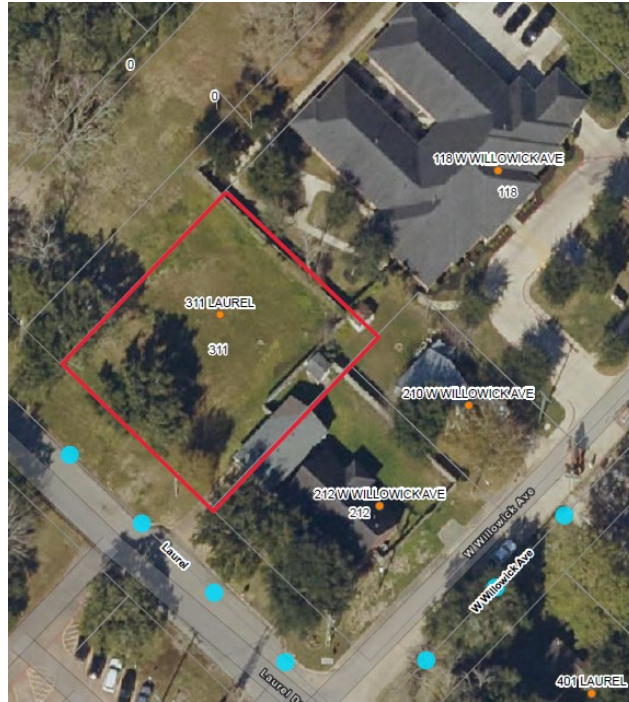
Downtown District (from Appendix C Zoning Ordinance)

I. Downtown District (DD), general purpose and description. The DD, downtown district, is designed to accommodate and promote the city's original business and downtown areas. It is intended to achieve a balance of retail, commercial, office, and residential and public activities. Development within the DD should be pedestrian friendly with an emphasis on shared parking and shared access between developments. Development within the DD requires the approval of a development site plan by the Planning and Zoning Commission.

1. Area and height regulations. Structures within the DD are intended to be between one to four stories. The maximum height allowed is 70 feet as measured in accordance with the method prescribed in [section 20](#). Additional regulations are set forth under subsection Q.2 of this section, regulation matrix.
 - a. No residential use shall be allowed on the first floor.
2. See section 8 for supplementary district regulations.
3. Permitted uses. Uses permitted in the DD are set forth in subsection P of this section, permitted use table.
4. Buildings in the DD are encouraged to have exterior cladding of brick, masonry, stone, stucco, glass or lap sided cement fiberboard. Sheet cement fiberboards are discouraged, except as trim for eaves and overhangs, while all building products and materials approved for use by a national model code published within the last three code cycles (2018, 2015 and 2012) are allowed by V.T.C.A., Government Code ch. 3000.

Existing Use/Site Attributes

The tract is currently undeveloped. It will be combined with other tracts for development. Serenity Gardens is behind the property and two residential homes are adjacent to the property towards W Willowick Ave. Friendswood ISD owns and occupies the land across Laurel.



Aerial Map from Friendswood GIS

Zoning History

1970: R-2 Multiple-Family Residential District

1979: Ordinance 336/79-9: Retail/Business District (C-1) to Multi-Family Residential – Medium Density (R-4/MFR-M) (C-1 reference is incorrect according to the 1970 Official Zoning Map, however the end result was R-4/MFR-M zoning.)

Adjacent Zoning/Land Use

The property fronts Laurel. All but one of the adjacent properties are zoned Downtown District (DD). The property to the rear, 118 W Willowick Ave, contains a Specific Use Permit (SUP) to allow NAICS #6233 Community Care Facilities and the property across Laurel is zoned Planned Unit Development (PUD) with a Specific Use Permit to allow NAICS #6111, #6116.



Zoning Map from City of Friendswood GIS

Platting Analysis

The subject tract consists of 0.289 acres and is still out of the original Friendswood Subdivision. The property will be replatted and combined with the adjacent Lot and 305 Laurel.

Current Planning Analysis

The property is located within the boundary of the Downtown District and the goal is for all properties within the boundary to eventually be zoned Downtown District (DD).

The developer is proposing a mixed-use building at this location. The Downtown District (DD) zoning allows for a wide variety of retail, restaurants, office uses, and also allows residential on the second floor and up. Residential is not allowed on the first floor.

Comprehensive Planning Analysis

The Future Land Use Map (2021) identifies this property developing as Mixed Use, which includes the Downtown District (DD) zoning category.

Infrastructure & City Service Delivery Impacts

Storm Water Management and Floodplain Issues:

The property may be eligible for regional detention, if granted by Galveston County Consolidated Drainage District (GCCDD). Otherwise, on-site detention will be required.

Utilities:

Capacity for water and wastewater is available for the development of this tract. The conveyance of those utilities must be determined at the time of development.

Transportation:

The property has adequate access from existing city streets which provide access to S Friendswood Drive (FM 518) and W Edgewood Drive (FM 2351). No additional right-of-way is needed.

Public Safety:

There are no major concerns regarding public safety.

Economic Development:

The proposed development conforms with the future plans of the City of Friendswood, specifically the Downtown District.

School District:

The property is in Friendswood ISD. Any residential units within the development would provide students for the district.

Park/Open Space:

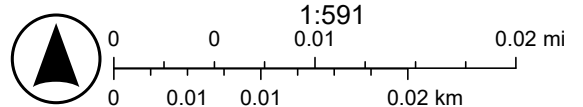
Park dedication fees would apply for any residential units in the development - \$600 per dwelling unit that would be used for regional park improvements.

City of Friendswood



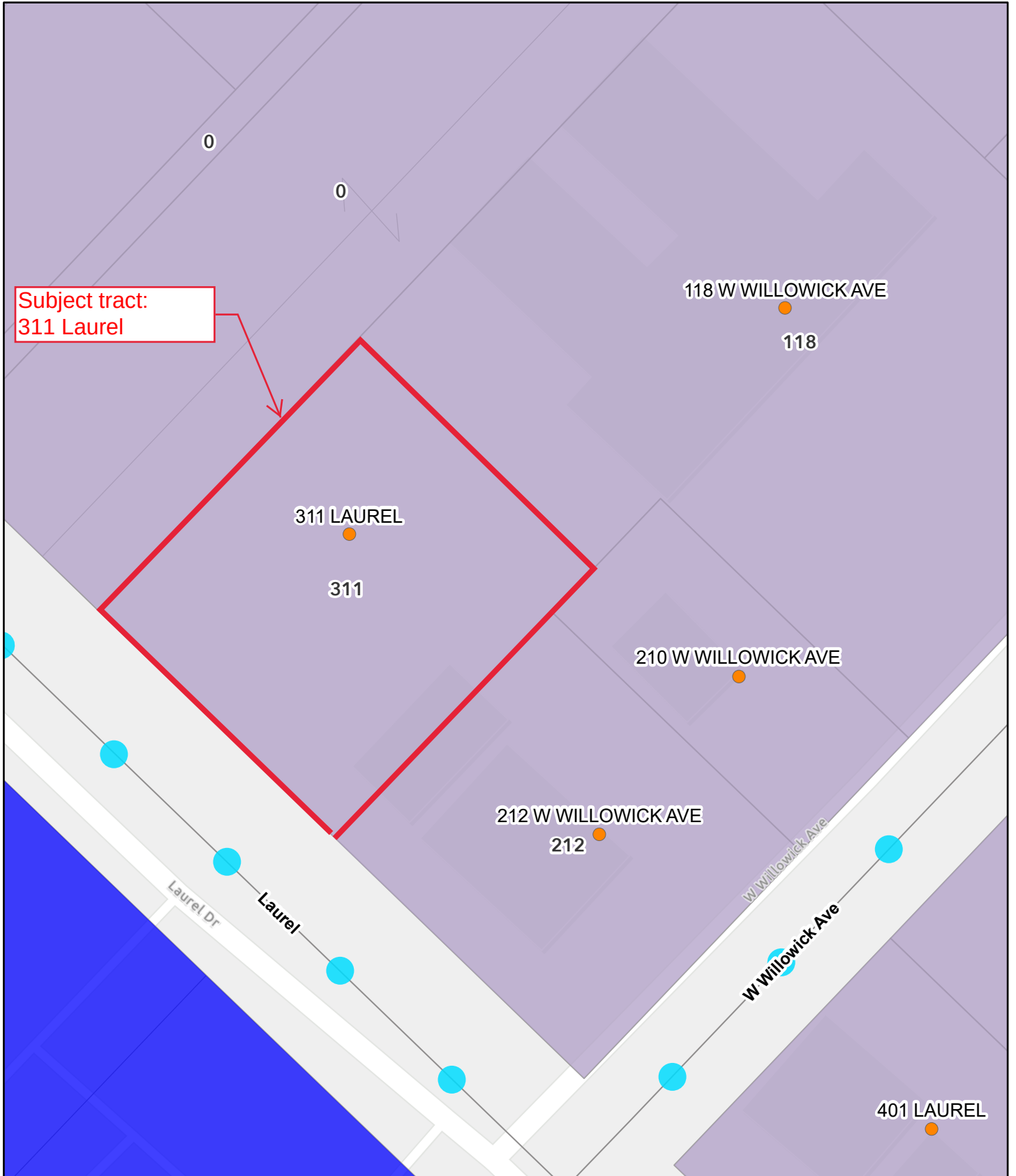
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- Address Points
- Google Street View
- City Limit
- Parcels
- GCAD Lot lines
- Streets



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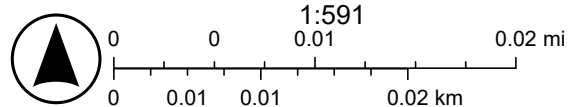
City of Friendswood



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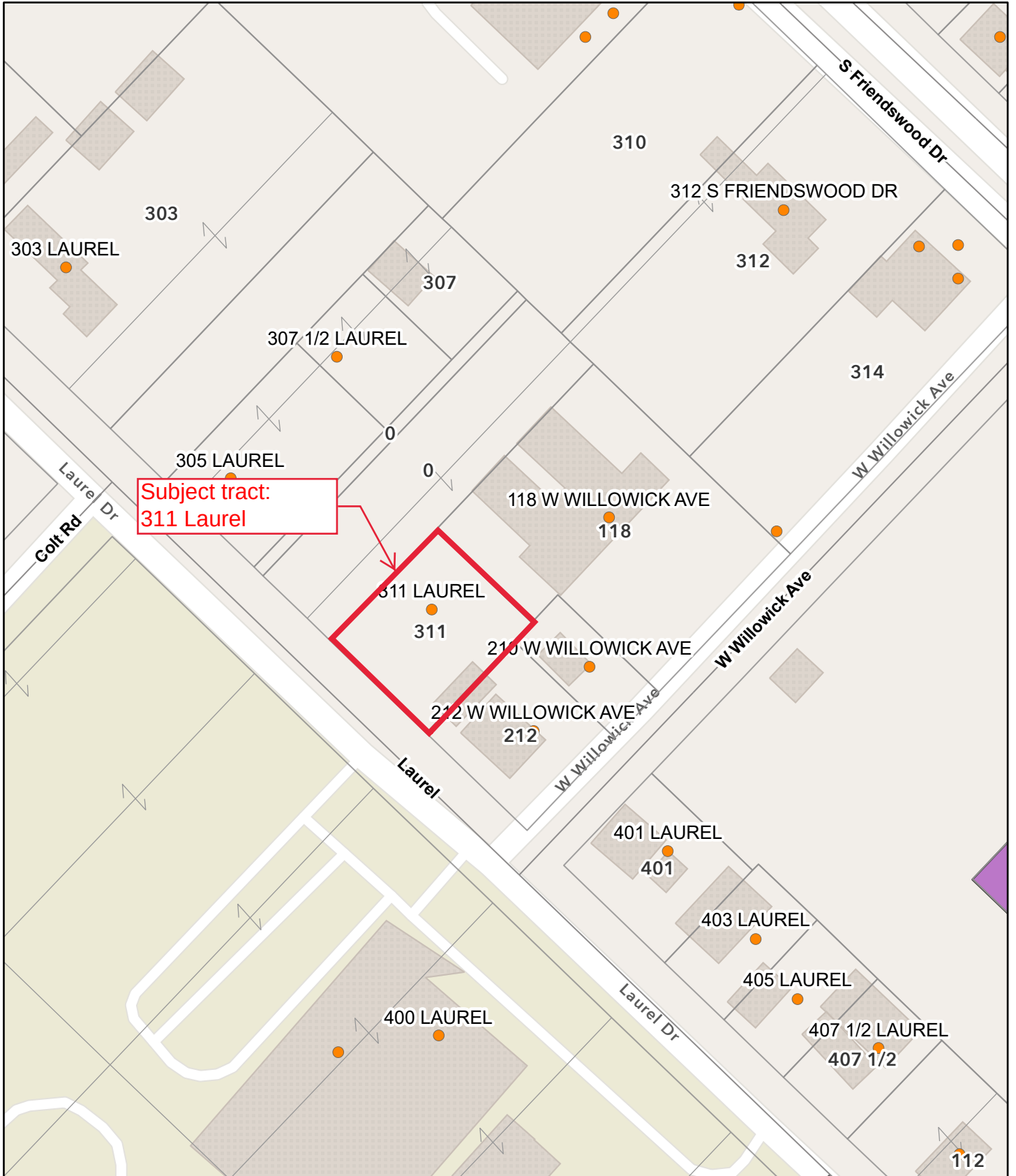
- Address Points
- City Limit
- Future Land Use Adopted 2021
- Mixed Use
- Public and Semi-Public

- GCAD Lot lines
- Google Street View
- Parcels
- Streets



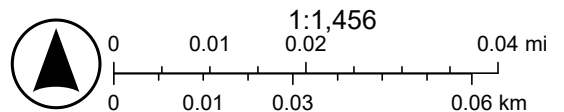
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City of Friendswood



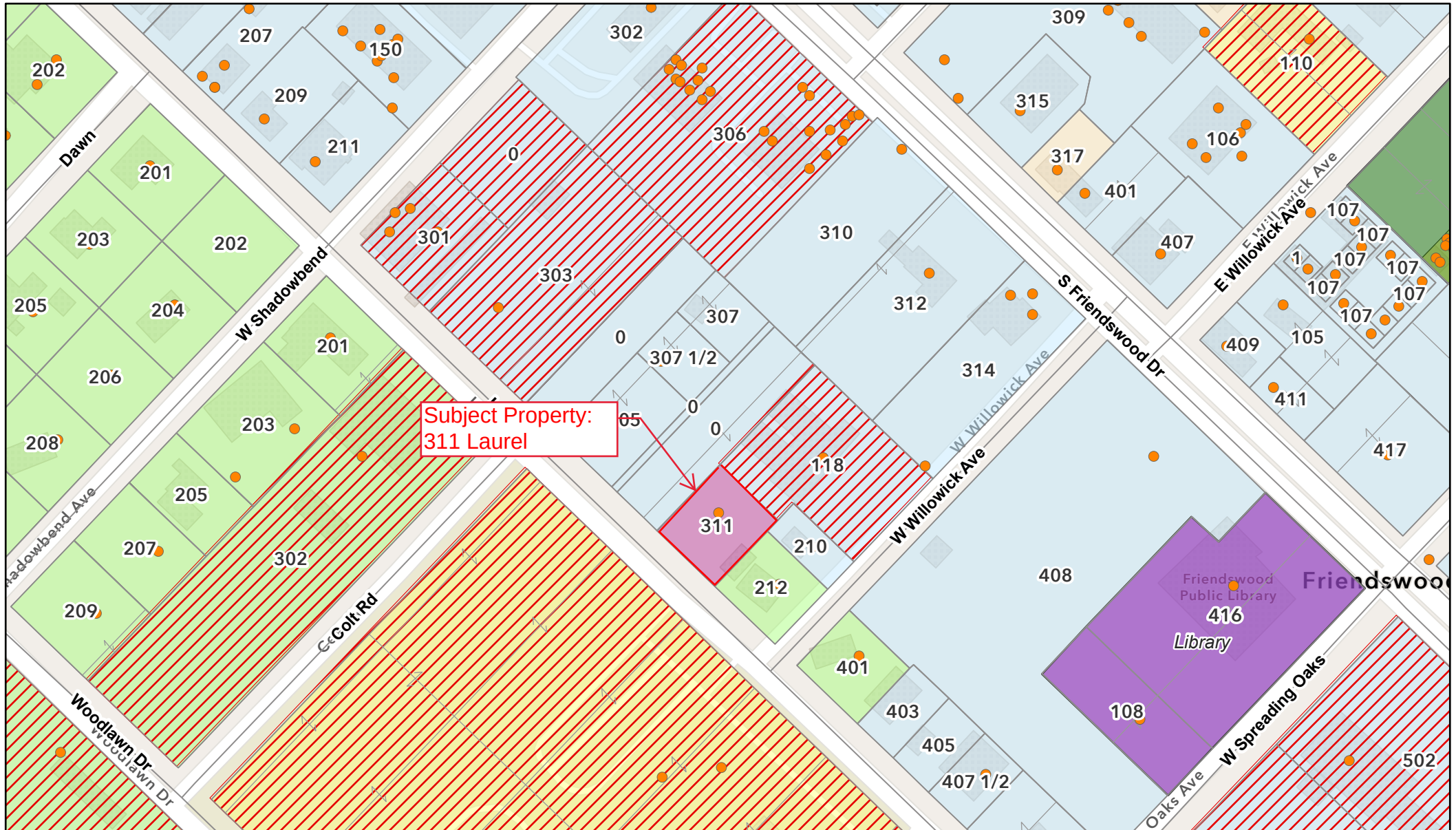
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-  Address Points
-  City Limit
-  GCAD Lot lines
-  Parcels
-  Public Facilities
-  Library
-  Streets

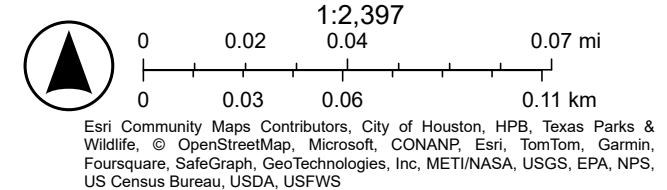


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City of Friendswood



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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: February 3, 2025

Date submitted: 12/16/2024

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Consider an ordinance regarding a proposed zone classification change for property located at 311 Laurel, 0.289 acres of land, more or less, being a part of Lot 16 of the Harvey and Stout Subdivision of Lots 6, 7, and 8, Block 2 of Friendswood Subdivision of the Sarah McKissick or J.P. Williams League of Land, Friendswood, Galveston County, Texas, to change from Multi-Family Residential-Medium Density (MFR-M) to Downtown District (DD).

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows Council to consider a request for the zone classification change of 0.289 acres of land located at 311 Laurel, from Multi-Family Residential-Medium Density (MFR-M) to Downtown District (DD). The zone change request complies with the 2021 Future Land Use Map (FLUM). The property is located within the boundary of the Downtown District and the goal is for all properties within the boundary to eventually be zoned Downtown District (DD). If the zone change is approved, development of the property would be subject to the zoning regulations of the Downtown District. The Downtown District (DD) zoning allows for a wide variety of retail, restaurants, office uses, and also allows residential on the second floor an up. Residential is not allowed on the first floor.

The notice of public hearing was published in The Reporter News on December 18, 2024, and posted on the City's notice boards and website on December 19, 2024. Notices were sent out to property owners and signs were placed on the property on December 27, 2024. Additionally, the sign was posted on the property On December 24, 2024.

The Planning and Zoning Commission held a public hearing on this item on January 9, 2025, and voted to recommend the approval of the proposed rezoning.

See all attachments on the public hearing item.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of the zone change is in compliance with the Future Land Use Map adopted in 2021. Changing the zoning to a commercial zoning designation will increase the percentage of commercially zoned property in Friendswood, which is a goal.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held January 9, 2025, following the public hearing the City of Friendswood Planning and Zoning Commission voted 5 to zero on a motion to approve the requested zone change. See the attached Final Report for more details.

ATTACHMENTS

1. Ordinance - Zoning Map Amendment
2. Exhibit A - 311 Laurel

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FRIENDSWOOD TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY LOCATED AT 311 LAUREL DRIVE, BEING 0.289 ACRES OF LAND, MORE OR LESS, BEING A PART OF LOT 16 OF THE HARVEY AND STOUT SUBDIVISION OF LOTS 6, 7, AND 8, BLOCK 2 OF FRIENDSWOOD SUBDIVISION OF THE SARAH MCKISSICK OR J.P. WILLIAMS LEAGUE OF LAND, FRIENDSWOOD, GALVESTON COUNTY, TEXAS, FROM MULTI-FAMILY RESIDENTIAL-MEDIUM DENSITY (MFR-M) TO DOWNTOWN DISTRICT (DD); PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE.

WHEREAS, KAEDA International, LLC (the "Owner") is the owner of property located at 311 Laurel Drive, being 0.289 acres of land, more or less, being a part of Lot 16 of the Harvey and Stout Subdivision of Lots 6, 7, and 8, Block 2 of Friendswood Subdivision of the Sarah McKissick or J.P. Williams League of land, Friendswood, Galveston County, Texas, and depicted in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes (the "Property"); and

WHEREAS, the Owner made application to the City to change the zoning classification of the Property from a Multi-Family Residential-Medium Density (MFR-M) Zoning District to a Downtown District (DD) Zoning District; and

WHEREAS, in accordance with the Friendswood City Code and all applicable laws, the Planning and Zoning Commission (the "Commission") and the City Council conducted public hearings on such application, allowing all interested persons the opportunity to be heard; and

WHEREAS, after the public hearing on the application and after having considered the application, the relevant support materials, and public testimony, the Commission filed a final report and recommendation with the City Council to approve the proposed zoning map amendment; 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

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 the public hearing before the City Council on the application and after having considered the application, Commission's report, the relevant support materials, and public

testimony, the City Council deems it appropriate to approve the application, subject to applicable regulations, restrictions, exceptions, and conditions; 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 Official Zoning Map of the City of Friendswood is hereby amended to change the classification of the Property from Multi-Family Residential-Medium Density (MFR-M) to Downtown District (DD).

Section 3. This ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Friendswood, save and except the change in zoning classification of said Property as described in Section 2 hereinabove.

Section 4. A violation of this ordinance is subject to the penalty provisions contained in Section 1-14 of the Friendswood City Code and as otherwise provided by law. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence fail to comply with any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined in an amount not to exceed TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense.

Section 5. That all ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 6. If any provision, section, subsection, sentence, clause, or phrase of this ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity of any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 7. 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 8. This ordinance shall take effect 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 this 3rd day of February, 2025.

JOE MATRANGA, Mayor Pro Tem

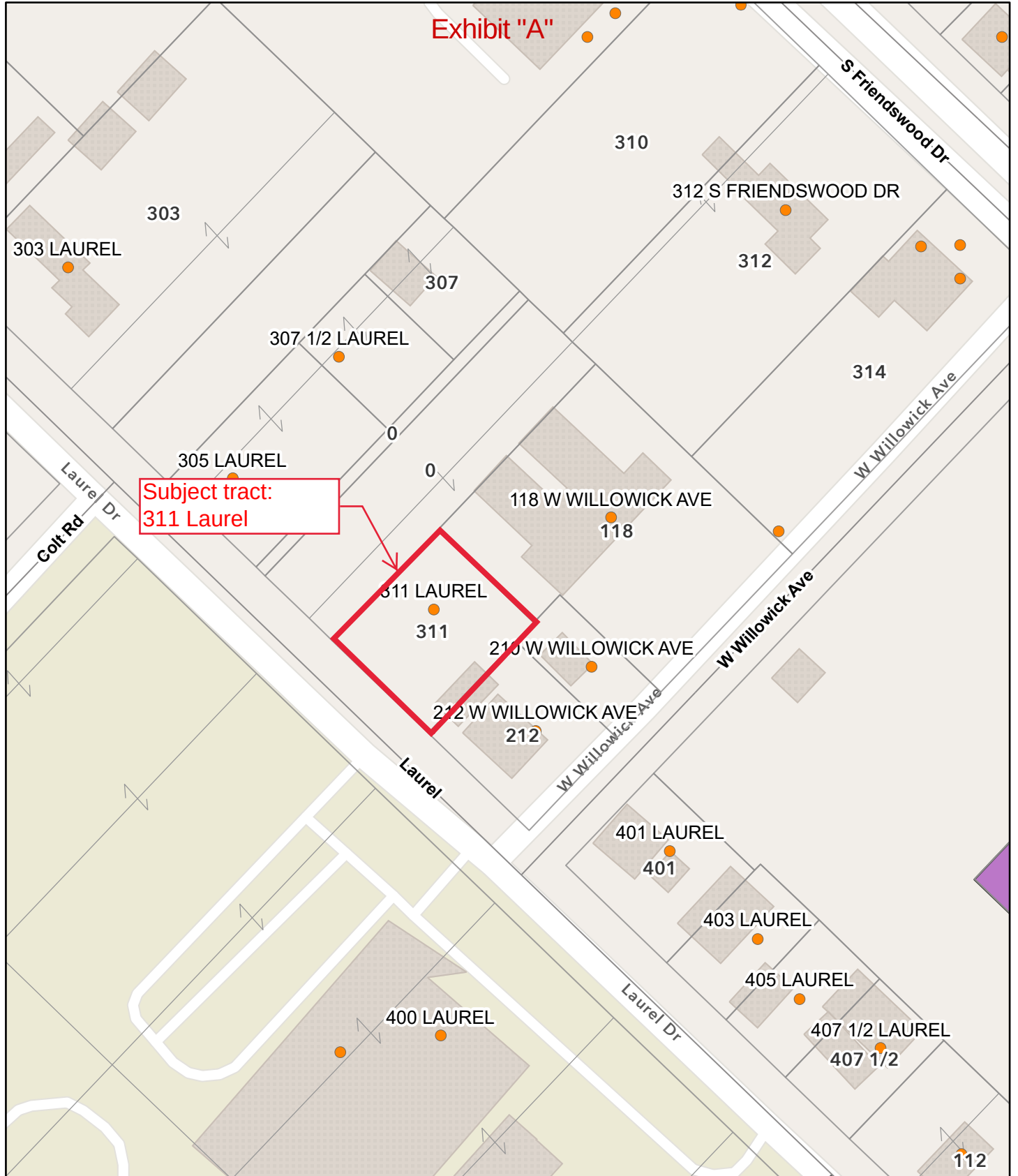
ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

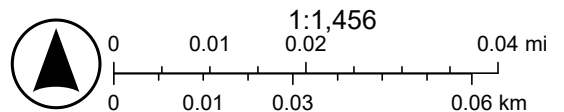
KAREN L. HORNER, City Attorney

City of Friendswood



12/10/2024, 11:09:37 AM

- Address Points
- City Limit
- GCAD Lot lines
- Parcels
- Public Facilities
- Library
- Streets



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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: February 3, 2025

Date submitted: 01/23/2025

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

Subject: Present an update regarding the winter storm event.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Winter Storm January 2025 (City Manager Report)

In January, Friendswood was impacted by a Winter Storm that brought sleet, snow, and a hard freeze to the city. I would like to thank all staff who responded to support the city, especially Public Works crews who worked overnight to keep the bridges open and infrastructure functioning.

Friendswood was included in a Winter Storm Warning from 6pm Monday the 20th to 6pm Tuesday the 21st. Sleet began the evening of the 20th and transitioned to snow overnight. The city received approximately 2.5 to 3.5 inches of snowfall on the 21st with most of it falling between 3am and 11am. Temperatures the morning of the 21st were in the upper 20's with temperatures rising to approximately 37 degrees during the day. A hard freeze was observed the night of the 21st and morning of the 22nd with a low of 16 degrees observed. Snowfall resulted in slick roads during the day on the 21st. Re-freezing snow presented slippery conditions the night of the 21st and morning of the 22nd. Roads remained passible during this storm but were hazardous. Fortunately, most residents heeded warnings and stayed off the roads.

Preparations for the storm began the week before with Public Works and Parks and Recreation staff winterizing infrastructure and city facilities. Preparations were ramped up on the 20th with Library and Parks and Recreation staff prepared to open warming centers should they be needed. One warming center on each side of the Clear Creek was prepared. The Mayor signed a local disaster declaration on the 20th which was promptly relayed to the counties and state.

I made the decision to close city offices on Tuesday the 21st and the morning of the 22nd. Normal operations resumed at noon on the 22nd. The emergency pay policy was activated on the 20th at 6pm and was terminated at noon on the 22nd.

This storm required responses from Public Works, Fire Department, Police, Communications, Parks and Recreation, and Emergency Management personnel due to conditions.

- Public Works crews were out in force during the storm to treat and clear bridges. Crews treated bridges in the early morning hours on the 21st and again the night of the 21st. Equipment was used to scrape snow and slush off the bridges and sand was used to treat them. This was effective as all bridges were passible the morning of the 22nd. Crews treated the aprons of the fire stations with deicer and later cleared the snow and slush using heavy equipment. Sand was placed by crews to ensure all fire stations remained in operation. Crews responded to 26 calls from citizens requesting water shutoffs. Most of these were precautionary due to frozen pipes or external pipe breaks. One home was reported as having interior damage due to a broken pipe.
 - There may be other residential damages that were unreported to the city.
- During the storm, FVFD responded to one mutual aid structure fire in unincorporated Harris County that was believed to have been caused by a fireplace. FVFD also responded to one structure fire call in Friendswood that ended up being smoke caused by the HVAC system. No significant damage was noted from this incident.
- Friendswood police responded to two welfare checks, a minor accident, two calls for vehicles doing donuts in parking lots, and provided assistance to Public Works in shutting down roads for treatment.
- Our Communications team relayed NWS products to the public and released information related to travel advisories, winter weather safety, and the status of city services and facilities.

- The EOC was partially activated the evening of the 20th and was deactivated at noon on the 22nd, with staff providing 24-hour coverage in the EOC. Staff from Community Development supported the EOC with GIS.
- Parks and Recreation staff checked heating systems at City facilities on the 21st and assessed sidewalks at facilities the morning of the 22nd.
- No storm related injuries were reported to the city. All EMS responses were for routine medical conditions or injuries.

After the 2021 storm, infrastructure concerns commonly come to mind. I am happy to report that the city's infrastructure did not experience any issues and service was maintained throughout. There were no significant or persistent power outages reported. CenterPoint Gas did report low natural gas pressure in one neighborhood but deployed mobile tanks to address the issue.

One exterior water line break was reported at Fire Station 3 and has been repaired. No other damage to city facilities was found.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. City Hall
2. PW Sand
3. Stevenson Park Snow
4. PW Snow Dozer
5. Santana PD
6. Creek













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: February 3, 2025

Date submitted: 01/23/2025

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

Subject: Present an update regarding the City's Touch-A-Truck and Winter Weather Event on Saturday, February 8, 2025.

Originating Department: City Manager

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

The City's Touch-A-Truck and Winter Weather Event on Saturday, February 8, 2025, Sensory Hour is from 10 a.m. - 11 a.m. and the event is from 11 a.m. - 1 p.m.

Touch a Truck is a free event at Renwick Park for folks in and out of the Friendswood area that allows people to interact with all different types of trucks. We will have emergency vehicles, excavators, cyber trucks, a crane, other types of lifted/ work trucks, and so much more! We will also have a sensory hour with no sirens so that those with disabilities can still attend from 10am - 11am. Two food vendors will also be on site due to the timing of the event. Trucks will be performing demonstrations throughout the day, with the Jaw of Life Demonstration being held t 1:30pm.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

No action required.

ATTACHMENTS

1. Touch a Truck Flyer

CITY OF FRIENDSWOOD PARKS & RECREATION

TOUCH A TRUCK



February 8

11:00 – 2:00 PM

Renwick Park

205 Stadium Ln.

Sensory Time

10:00 – 11:00

Food Vendors | 1:30 Jaws of Life Demonstration



SPONSORS



1 SUPREME MECHANIC | ALAMO CONCRETE | LAWRENCE TOWING
GULFCOAST TREES | STAR CONCRETE PUMPING | MANOR MAINTENANCE

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: February 3, 2025

Date submitted: 01/07/2025

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

Subject: Recognize Library Director Matt Riley for thirty-five years of service.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to recognize the City's Library Director Matt Riley for 35-years of service.

Matt has been with the Friendswood Library since 1989 and has served in a variety of positions, including Reference Librarian, Assistant Director, and since August of 2018, as the Friendswood Library Director. Matt is responsible for all aspects of the Library's operations and its divisions, which include the reference and research, adult programming, online services, training, and administration. Matt is also the Library's main Ambassador, which includes educating the public about the Library's many programs and services, being the liaison to the Friends of the Library Organization and the Friendswood Library Advisory Board, and advocating for the Library staff, visitors, patrons and stakeholders. Under Matt's leadership the Friendswood Library has garnered multiple awards and accolades including the Achievement of Library Excellence from the Texas from the Texas Municipal Library Directors Association and the Community Champion Award by the Bay Area Alliance for Youth & Families, among others.

Matt has a Bachelor of Arts in English from the University of Houston (UH) and a Master of Library Science from Texas Woman's University (TWU). Along with his thirty-five years' experience in the library field, he was honored for his community service with the Paul Harris Fellow award presented by Friendswood Rotary Club. In his spare time, Riley is a published poet and assists on the board of a nonprofit literary press supporting writers in Houston and surrounding areas.

Matthew, his wife Tara, and children, live in Friendswood. They enjoy travelling, especially in the Lone Star State, and spending time outdoors.

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: February 3, 2025

Date submitted: 01/09/2025

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Recognize Director of Engineering Jil Arias for his appointment for the newly created Small Municipalities board position at the San Jacinto Regional Flood Planning Group (SJRFPG).

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City Manager would like to recognize Director of Engineering Jil Arias for being selected as the voting member for the newly created Small Municipalities board position at the San Jacinto Regional Flood Planning Group (SJRFPG).

This appointment was made possible through the nominations of both the Mayor and the Harris County Flood Control District, and Mr. Arias is honored to represent the interests of Friendswood and other small municipalities in this important capacity.

This appointment comes at a pivotal time as the SJRFPG begins its next flood planning cycle. The upcoming months will require significant collaboration, decision-making, and planning to address regional flood mitigation efforts effectively. With much work ahead, he is committed to ensuring that the priorities of Friendswood and our sister cities are well-represented throughout this process.

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: February 3, 2025

Date submitted: 01/23/2025

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

Subject: Recognize Deputy City Secretary Raquel Martinez and CSO Administrative Assistant Linda Newsted for graduating from the Texas Municipal Clerk's Association (TMCA) certification program at the Election Law Conference held on January 23-24, 2025, and for each receiving a 2025 Texas Municipal Clerk's Certification Program (TMCCP) Seminar Scholarship in the amount of \$500 to attend said event.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This certification program is a professional development program with college/university-level courses for municipal clerks that requires approximately 200 hours of individual home study and online homework; examinations over four courses; and attendance at eight two-day seminars. Raquel and Linda were recognized on Thursday, January 23rd at the Texas Municipal Clerk's Association's (TMCA) Election Law Conference in Round Rock, Texas. Additionally, both ladies applied and were awarded a Texas Municipal Clerk's Certification Program (TMCCP) Seminar Scholarship in the amount of \$500.00 each to help with the cost associated with them traveling to attend this conference.

We commend these ladies for their hard work and dedication to being the best in their profession while being fiscally responsible for the City's resources. Congratulations Raquel and Linda.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. TMCA 2025 Graduation



TMCA 2025 Graduation, January 23, 2025

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: February 3, 2025

Date submitted: 01/07/2025

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

Subject: Consider on first reading an ordinance amending Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bond and Insurance Amounts" of the Friendswood City Code to update fees for "Buildings and Building Regulations," "Peddlers, Solicitors, Canvassers and Itinerant Vendors," "Wrecker Service Towing Fees," and "Credit Card Payment Processing Convenience Fees."

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed ordinance amends Appendix D "Schedule of Fees, Rates, Chares, Deposits, Bond and Insurance" of the Friendswood City Code to update the following:

- (a) fees for building and building regulations;
- (b) fees for peddlers, solicitors, canvassers, and itinerant vendors.
- (c) wrecker service towing fees; and
- (d) credit card payment processing convenience fees.

A document showing the changes to the fees is attached to this item.

If this proposed ordinance is approved on first reading, the City Council will consider it again on second reading at its regularly scheduled meeting to be held on March 3, 2025.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Appendix D - Fees
2. Fee Update Presentation
3. Appendix D Fee Ord CDD Permit Fee Changes 2024

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 TO UPDATE FEES FOR (I) BUILDING AND BUILDING REGULATIONS; (II) PEDDLERS, SOLICITORS, CANVASSERS AND ITINERANT VENDORS; (III) WRECKER SERVICE TOWING FEES; AND (IV) CREDIT CARD PAYMENT PROCESSING; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND THE EFFECTIVE DATE.

WHEREAS, in order to recover a portion of the cost of providing the services specified herein and in keeping pace with standards adopted by neighboring municipalities, the City Council deems it necessary to revise the fee schedule contained in Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bond and Insurance Amounts" of the Friendswood City Code (the "Fee Schedule") consistent with this ordinance; and

WHEREAS, the City Council desires to amend the Fee Schedule to update:

- (a) fees for building and building regulations;
- (b) fees for peddlers, solicitors, canvassers, and itinerant vendor registrations;
- (c) wrecker service towing fees; and
- (d) credit card payment processing convenience fees; and

WHEREAS, the City Council finds that the fees referenced herein are reasonable, bear a substantial relationship to the costs of providing such goods and services, and meet all constitutional and statutory requirements applicable to the same; 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 2. That the schedule of fees contained in Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bond and Insurance Amounts" of the Friendswood City Code is hereby amended to update "Buildings and Building Regulations" fees, which fees are amended to read as follows:

Appendix D

SCHEDULE OF FEES, RATES, CHARGES, DEPOSITS, BOND AND INSURANCE AMOUNTS

The schedule of fees for the city is printed herein and such fees are required in the section of the Code of Ordinances referenced. These fees should be checked against ordinances and resolutions on file in city hall; any conflict should be resolved in favor of the most recent applicable ordinance or resolution pertaining to a specific fee or charge.

	Description	Amount	Code Section
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Buildings and Building Regulations				
	(1)	<i>Building Permit Fees (Electrical):</i>		14-162
	a.	Permit issuance fee (non-refundable)	\$40.00	
	b.	Residential: Habitable space less than 5,000 square feet	\$200.00	
	c.	Residential: Habitable space of 5,000 square feet or more	\$275.00	
	d.	Residential: Non-habitable space less than 5,000 square feet	\$100.00	
	e.	Residential: Non-habitable space 5,000 square feet or more	\$175.00	
	f.	Storage building, patio, outdoor kitchen, swimming pool repairs	\$100.00	
	g.	New Swimming Pool	\$100.00	
	h.	Solar Panels	\$100.00	
	i.	Generator	\$100.00	
	j.	Sign installation or repair	\$75.00	
	k.	Reconnect	\$75.00	
	l.	Commercial: less than 5,000 square feet	\$200.00	
	m.	RESERVED		
	n.	Commercial: 5,001 – 11,999 square feet	\$250.00	
	o.	Commercial 12,000 – 40,000 square feet	\$300.00	
	p.	Commercial: 40,001 – 80,000 square feet	\$400.00	
	q.	Commercial: 80,001 square feet and up	\$500.00	
	(2)	<i>Building Permit Fees (Plumbing & Gas):</i>		14-252
	a.	Permit issuance fee (non-refundable)	\$40.00	
	b.	Residential: Habitable space less than 5,000 square feet	\$200.00	
	c.	Residential: Habitable space of 5,000 square feet or more	\$275.00	
	d.	Residential: Non-habitable space less than 5,000 square feet	\$100.00	
	e.	Residential: Non-habitable space 5,000 square feet or more	\$175.00	
	f.	Storage building, patio, outdoor kitchen, swimming pool repairs	\$100.00	
	g.	New Swimming Pool	\$100.00	
	h.	Generator	\$50.00	
	i.	Annual Gas Test	\$75.00	
	(3)	<i>Building Permit Fees (Mechanical):</i>		14-275
	a.	Permit issuance fee (non-refundable)	\$40.00	
	b.	Residential: Habitable space less than 5,000 square feet	\$200.00	
	c.	Residential: Habitable space of 5,000 square feet or more	\$275.00	
	d.	Commercial: less than 5,000 square feet	\$200.00	
	e.	Commercial: 5,000 square feet – 11,999 square feet	\$250.00	
	f.	Commercial 12,000 square feet – 40,000 square feet	\$300.00	
	g.	Commercial: 40,001 square feet – 80,000 square feet	\$400.00	
	h.	Commercial: 80,001 square feet and up	\$500.00	
	(4)	<i>Building Permit Fees:</i>		
	a.	Permit issuance fee (all non-trade permits) (non-refundable)	\$40.00	
		<i>Commercial (new structures, additions, alterations), Fire Permits, and Permanent Signs:</i>		
	b.	For total valuation of \$1,000.00 and less	\$40.00	

Description			Amount	Code Section
	c.	For total valuation of \$1,001.00 to \$50,000.00, for first \$1,000.00	\$40.00	
		Plus, for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$5.00	
	d.	For total valuation of \$50,001.00 to \$100,000.00, for first \$50,000.00	\$260.00	
		Plus, for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	\$4.00	
	e.	For total valuation of \$100,001.00 to \$500,000.00, for the first \$100,000.00	\$460.00	
		Plus, for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00	\$3.00	
	f.	For total valuation of \$500,001.00 and up, for first \$500,000.00	\$1,660.00	
		Plus, for each additional \$1,000.00 or fraction thereof	\$2.00	
	g.	Plan check fee (non-refundable)	Half of permit fee	
		<i>New Residential; Residential additions and alterations; swimming pool repairs:</i>		
	h.	Habitable space (air conditioned)	\$0.40 per square foot	
	i.	Garage/non-habitable space/Utility (non-air conditioned) - minimum \$25.00 permit fee	\$0.30 per square foot	
	j.	Storage buildings, patios, outdoor kitchens, swimming pool repairs - minimum \$25.00 permit fee	\$0.30 per square foot	
	k.	Plan check fee (non-refundable)	Half of permit fee	
		<i>Miscellaneous Residential Permits (no plan check fee):</i>		
	l.	Foundation repair	\$50.00	
	m.	Re-Roof	\$50.00	
	n.	Fences, walls, driveways, paving	\$75.00	
	o.	Siding repair/replacement	\$50.00	
	p.	Window replacement	\$125.00	
	q.	Solar panel installation	\$125.00	
	r.	Swimming pools (in-ground)	\$475.00	
	s.	Swimming pools (above-ground)	\$125.00	
	t.	Irrigation	\$75.00	
	u.	Generator	\$150.00	
	v.	Moving of any building or structure (0 cubic feet and above)	\$100.00	
	w.	Demolition of buildings or structures	\$50.00	
	x.	Portable/temporary sign permit fee	\$10.00	
		<i>General Permit Fee Policies:</i>		
	y.	Work started without a permit shall be double permit fee.		
	z.	Permit fees based on square footage or value are rounded up the nearest dollar.		
	aa.	Refunds for work abandoned prior to commencement of construction, if request is received prior to expiration of six months from date of permit issuance shall be for the building permit fee only.		
	ab.	Resubmittal fee of plans for miscellaneous (l-x) permits	½ of original permit fee	
(5)		Construction Board of Adjustment Application	\$300.00	

Description			Amount	Code Section
	(6)	After-hours or same-day inspection fee (one-time fee for scheduled after-hours inspection)	\$100.00	

Section 3. That the schedule of fees contained in Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bond and Insurance Amounts" of the Friendswood City Code is hereby amended to update "Business," Subsection (2) Peddlers, solicitors, canvassers and itinerant vendors," which fees shall be amended to read as follows:

Appendix D

SCHEDULE OF FEES, RATES, CHARGES, DEPOSITS, BOND AND INSURANCE AMOUNTS

The schedule of fees for the city is printed herein and such fees are required in the section of the Code of Ordinances referenced. These fees should be checked against ordinances and resolutions on file in city hall; any conflict should be resolved in favor of the most recent applicable ordinance or resolution pertaining to a specific fee or charge.

Description			Amount	Code Section
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Businesses				
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	(2)	Peddlers, solicitors, canvassers and itinerant vendors:			
	a.	Registration fee		\$50.00	18-48(b)
	b.	Replacement of registration certificate		\$15.00	18-48(b)
	c.	Identification cards, per card		\$15.00	18-54(c)

Section 4. That the schedule of fees contained in Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bond and Insurance Amounts" of the Friendswood City Code is hereby amended to update "Vehicles for Hire – Chapter 90," Subsection (1) "Wrecker service towing fees," which subsection shall read as follows:

Appendix D

SCHEDULE OF FEES, RATES, CHARGES, DEPOSITS, BOND AND INSURANCE AMOUNTS

The schedule of fees for the city is printed herein and such fees are required in the section of the Code of Ordinances referenced. These fees should be checked against ordinances and resolutions on file in city hall; any conflict should be resolved in favor of the most recent applicable ordinance or resolution pertaining to a specific fee or charge.

Description			Amount	Code Section
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Vehicles for Hire—Chapter 90				
	(1)	Wrecker service towing fees		90-27
	a.	Tow truck charge for a standard tow of a vehicle to a vehicle storage facility or to the place of business of the tow truck operator for police-authorized or nonconsent tows		\$175.00

		b.	Tow truck charge for a heavy-duty tow for police-authorized or nonconsent tows. The time shall begin at the time of dispatch and end when the vehicle is delivered to the vehicle storage facility or designated location.	\$250 for the 1st hour \$150/hour thereafter Up to a maximum total of \$550.00	
		c.	The charge for or the storage, preservation, and any required notifications required of the permitted wrecker operator shall not exceed those charges established from time to time by the Texas Department of Transportation, pursuant to the Texas Vehicle Storage Facility Act, V.T.C.A., Transportation Code § 685.001, <i>et seq.</i>		

Section 5. That the schedule of fees contained in Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bond and Insurance Amounts" of the Friendswood City Code is hereby amended to update "Credit Card Payment Processing Convenience Fees," which fees are amended to read as follows:

Appendix D

SCHEDULE OF FEES, RATES, CHARGES, DEPOSITS, BOND AND INSURANCE AMOUNTS

The schedule of fees for the city is printed herein and such fees are required in the section of the Code of Ordinances referenced. These fees should be checked against ordinances and resolutions on file in city hall; any conflict should be resolved in favor of the most recent applicable ordinance or resolution pertaining to a specific fee or charge.

Description		Amount	Code Section
Credit Card Payment Processing Convenience Fees			
	Utility service and utility administrative fees paid by debit or credit card (online or in person)	Not to exceed 3% of the fee(s)	
	Municipal court fines and fees paid by debit or credit card (online or in person)	Not to exceed 3% of the fee(s)	
	City services fees (animal control related services, alarm permits, false alarm fines) paid by debit or credit card (online or in person)	Not to exceed 3% of the fee(s)	
	Parks and recreation services fees by debit or credit card (online or in person)	Not to exceed 3% of the fee(s)	
	Building permits related fees paid by debit or credit card (online or in person)	Not to exceed 3% of the fee(s)	

Section 6. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency, hereby repealed.

Section 7. 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 8. 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 9. This ordinance shall take effect from and after its passage on second 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 reading by the affirmative vote of the City Council of the City of Friendswood on this the 3rd day of February, 2025.

JOE MATRANGA, Mayor Pro Tem

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

INTRODUCED, READ AND PASSED on second 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

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Fee Update

Fee Update

- Change to flat rate fees for mechanical, electrical and plumbing permits
- Slight increase to cover staff time spent conducting inspections
- Increase the base fee and the issuance fee for commercial, fire, and sign permits
- Add same day inspection fee as an option
- Increase solicitor permit fees (PD)
- Increase credit card processing fees

#		Each	Total	#		Each	Total
	Permit Issuance Fee	30.00			Window A/C Receptacles	4.50	
	Swimming Pool	15.00			Sign: Shop Inspection, per kva	2.00	
	Meter Loop, Service, and 4 Outlets	10.00			Incandescent and Vacuum Tube Signs, per kva	2.00	
	Reconnect	20.00			Festoon Lighting and Streamers, per circuit	.50	
	Temporary Saw Pole	10.00			Motors up to but not including ½ HP	.50	
	Temporary Cut In	15.00			½ HP and Less Than 2 HP	2.00	
	Outlets and Switches	0.35			2HP and Less Than 10	3.00	
	Lighting Fixtures	0.35			10 HP and Less Than 25 HP	4.00	
	Range Receptacle	1.00			25 HP and Less Than 100 HP	8.00	
	Clothes Dryer	1.00			100 HP and Over	0.08 per HP	
	Cooking Tops	1.00			X-ray Machine	2.00	
	Ovens	1.00			Water Heater	1.00	
	Dishwashers	1.00			Garbage Disposals	1.00	
	Electric Furnace/Heater	5.00			TOTAL FEES		



Benchmarking - Residential

TRADE PERMIT FEE COMPARISON			
RESIDENTIAL – Sample House: 2225 Mason Terrace Dr, \$832,404, 4578 sq ft (house and garage)			
	ELECTRICAL	PLUMBING	MECHANICAL
City of Friendswood	\$ 175.75	\$ 145.00	\$ 105.00
City of Pearland	\$ 335.07	\$ 335.07	\$ 227.54
City of League City	\$ 324.00	\$ 243.00	\$ 118.00
City of Alvin	\$ 340.00	\$ 184.50	\$ 143.75
City of Kemah**	\$ 100.00	\$ 100.00	\$ 100.00
City of La Marque	\$ 375.00	\$ 375.00	\$ 375.00
City of Baytown	\$ 125.00	\$ 125.00	\$ 125.00
City of Clear Lake	\$ 150.00	\$ 150.00	\$ 150.00
	*LC based on 20 circuits		*based on (2) 5-ton systems
**other fees are higher			

Proposed Change (sqft < 5,000):

Electrical - \$200

Plumbing - \$200

Mechanical - \$200

- League City charges the same for residential vs commercial. Just the basics but higher fees per basic.
- Alvin charges additional \$50 base fee for commercial over residential.
- Pearland charges commercial based on value and residential based on square footage.
- The following cities are still charging itemized fees: Sugar Land, Deer Park, Conroe, Webster, Tomball, Seabrook, Galveston, and Houston.



New Fee Comparison – New Residential

New Residential Trade Permits

Current Fees:

Sampling of 14 residential permits; average 4,537 square feet

Electrical - \$159.57

Plumbing - \$145.82

Mechanical - \$80.36

New Residential Trade Permits

Proposed fees:

Using same average 4,537 square feet

Electrical - \$200

Plumbing - \$200

Mechanical - \$200



New Fee Comparison – Pool and Generator



Swimming Pool Trade Permits

Current Fees:

Electrical – \$56.62

Plumbing – \$78.50

Proposed Fees:

Electrical - \$100

Plumbing - \$100



Generators

Current fees:

Electrical – \$57.20

Plumbing – \$35.00

Proposed Fees:

Electrical - \$100

Plumbing - \$ 50



Benchmarking – Commercial Trade Permits

Current Fees

TRADE PERMIT FEE COMPARISON			
COMMERCIAL: Sample Building: 1610 West Blvd, \$1,890,000, 15201 sq ft			
	ELECTRICAL	PLUMBING	MECHANICAL *
City of Friendswood	\$ 143.00	\$ 261.50	\$ 290.00
City of Pearland	\$ 5,913.00	\$ 5,913.00	\$ 5,913.00
City of League City	\$ 324.00 *	\$ 569.00	\$ 413.00
City of Alvin	\$ 411.50	\$ 382.00	\$ 255.00
City of Kemah	\$ 100.00	\$ 100.00	\$ 100.00
City of La Marque	\$ 425.00	\$ 425.00	\$ 425.00
City of Baytown	*Based on MEP valuation		
City of Clear Lake Shores	\$ 150.00	\$ 150.00	\$ 150.00
	*LC based on 20 circuits		*based on (7) 5-ton systems

Proposed Change:

Charge fees based on square footage.

Electrical - \$300

Plumbing - \$300

Mechanical - \$300

- League City charges the same for residential vs commercial. Just the basics but higher fees per basic.
- Alvin charges additional \$50 base fee for commercial over residential.
- Pearland charges commercial based on value and residential based on square footage.
- The following cities are still charging itemized fees: Sugar Land, Deer Park, Conroe, Webster, Tomball, Seabrook, Galveston, and Houston.



New Fee Comparison - Commercial

Commercial Building – new, addition or alteration

\$1,000,000 value

Current Fees:

Permit Fee - \$2,660

Plan Check Fee - \$1,330

Proposed Fees:

Permit Fee - \$3,500

Plan Check Fee - \$1,750



Commercial Trade Permits – electrical, plumbing and mechanical

Current Fees (all vary based on items installed):

Electrical – \$125 - \$300

Plumbing – \$80 - \$250

Mechanical - \$75 - \$310

Proposed Fees based on square footage (5,000 – 11,999sqft):

Electrical - \$250

Plumbing - \$250

Mechanical - \$250



Benchmarking – Reinspection Fees

REINSPECTION FEES		
City of Friendswood		\$ 35.00
City of Pearland		\$ 75.00
City of League City	1st	\$ 100.00
	2nd	\$ 300.00
	3rd+	\$ 500.00
City of Alvin	Res	\$ 50.00
	Comm	\$ 100.00
City of Kemah		\$ 150.00
City of La Marque	1st	\$ 75.00
	2nd	\$ 100.00
	3rd	\$ 150.00
	4th	\$ 200.00
	5th+	\$ 300.00
City of Seabrook		\$ 75.00

Proposed Change:

Increase to \$100

Add option for same day inspection fee.



Proposed Fees

Friendswood New Fees			
RESIDENTIAL - New, Add, Alter	Electrical	Plumbing	Mechanical
<5,000sqft	\$ 200	\$ 200	\$ 200
>5,000sqft	\$ 275	\$ 275	\$ 275
OTHER PERMITS			
Storage bldg/patio/outdoor kitchen/swimming pool repairs	\$ 100	\$ 100	\$ n/a
Swimming Pool	\$ 100	\$ 100	\$ n/a
Solar Panels	\$ 100	\$ n/a	\$ n/a
Generator	\$ 100	\$ 50	\$ n/a
Sign	\$ 75	\$ n/a	\$ n/a
Reconnect	\$ 75	\$ 75	\$ n/a
COMMERCIAL – New, Add, Alter			
<5,000sqft	\$200	\$200	\$200
5,000sqft - 11,999	\$250	\$250	\$250
12,000 - 40,000	\$300	\$300	\$300
40,001 - 80,000	\$400	\$400	\$400
80,001 - up	\$500	\$500	\$500

a.	Permit issuance fee (all non-trade permits) (non-refundable)	40.00
Commercial (new structures, additions, alterations), Fire Permits, and Permanent Signs:		
b.	For total valuation of \$1,000.00 and less	\$40.00
c.	For total valuation of \$1,001.00 to \$50,000.00, for first \$1,000.00	\$40.00
	Plus, for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$5.00
d.	For total valuation of \$50,001.00 to \$100,000.00, for first \$50,000.00	\$260.00
	Plus, for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	\$4.00
e.	For total valuation of \$100,001.00 to \$500,000.00, for the first \$100,000.00	\$460.00
	Plus, for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00	\$3.00
f.	For total valuation of \$500,001.00 and up, for first \$500,000.00	\$1,660.00
	Plus, for each additional \$1,000.00 or fraction thereof	\$2.00
g.	Plan check fee (non-refundable)	Half of permit fee



PD- solicitor permit fees

Comparison of Fees in Nearby Cities

In addition to the varied fee structures, permit durations also differ across municipalities, ranging from 72-hour permits once every 90 days to annual renewals.

City	Business License Fee	Additional ID Card Fee	Additional Requirements
League City	\$100 (local), \$200 (non-local)	\$50 per ID card	None
Alvin	\$5	\$5 per ID card	None
Pearland	\$75	\$5 per ID card	Surety bond required
La Porte	\$75	\$2 per ID card	Surety bond required
Jersey Village	\$50 per applicant	N/A	None
South Houston	\$50	\$30 per salesman	None
Seabrook	\$50 application fee	N/A	None
Deer Park	\$15 per solicitor	N/A	None
Rosenberg	\$50 per solicitor	N/A	None
Angleton	\$100	\$15 per ID card	None
Danbury	\$30	\$10 per ID card	None

Proposed Change:

To better reflect regional standards and cover administrative costs, it is recommended that Friendswood increase its solicitor permit fees to the following structure:

- Application Fee: Increase to \$50 per application.
- Additional ID Card Fee: Increase to \$15 per ID card.
- Replacement of Registration Certificate: Increase to \$15



Fees for Regular Tows

Proposed change to a flat fee of \$175.00



Standard Tow	Fee
Houston	\$225.50
Pasadena	\$190.00
Deer Park	\$185.00
La Porte	\$185.00
Missouri City	\$175.00
Friendswood	\$85.00 plus \$2.00 for each mile after 15 miles
League City	\$170.00
Alvin	\$160.00
Santa Fe	\$150.00
Texas City	\$150.00
Webster	\$150.00
Harris County	\$145.50
Pearland	\$145.50
Average	\$169.73

Fees for Heavy-Duty Tows

Proposed Change		
Maximum Fee	Initial Cost	Additional Hourly Rate
\$550.00	\$250.00 for 1 st hour	\$150.00



Heavy Duty Tow	Maximum	Initial Cost	Additional Hourly Rate
Missouri City	\$575.00	\$575.00 Flat Rate	
League City	\$320.00	\$320.00 Flat Rate	
Friendswood		\$125.00 for 1 st hour	\$125.00
Santa Fe		\$250.00 for 1 st hour	\$150.00
Texas City		\$250.00 for 1 st hour	\$150.00
Deer Park		\$450.00 for 1 st 2 hours	\$225.00
Alvin		\$442.00 for first 2 hours	\$221.00
Harris County		\$442.00 for 1 st 2 hours	\$221.00
Houston		\$688.00 for 1 st 2 hours	\$344.00
Pasadena		480.00 for 1 st 2 hours	\$240.00
Pearland		\$442.00 for 1 st 2 hours	\$221.00
Webster		\$150.00 (Looking to Update)	

Credit Card Payment Processing – Convenience Fees

Current Fees

Utility service and utility administrative fees paid by debit or credit card (online or in person)	2.5% Of fee(s)
Municipal court fines and fees paid by debit or credit card (online or in person)	2.5% of fee(s)
City services fees (animal control related services, alarm permits, false alarm fines) paid by debit or credit card (online or in person)	2.5% Of fee(s)
Parks and recreation services fees by debit or credit card (online or in person)	2.5% Of fee(s)
Building permits related fees paid by debit or credit card (online or in person)	2.5% Of fee(s)

Proposed change:

Not to exceed 3% of fee(s)

Increase is needed to cover administrative costs related to accepting credit cards as a form of payment.



Questions?



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: February 3, 2025

Date submitted: 01/02/2025

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

Subject: Consider the first reading of an ordinance amending Chapter 2 "Administration," Article II "Boards, Committees and Commissions," Division 4 "Community and Economic Development Committee," Section 2-41(b) "Membership" of the Friendswood City Code to add two new positions to the committee and establishing terms of office for the newly created positions in order to effectively stagger the terms of the Committee's members.

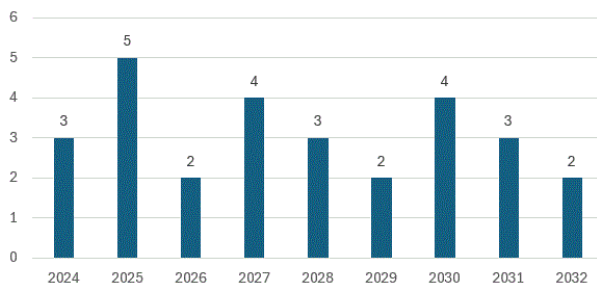
Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Friendswood Community and Economic Development Committee (the "Committee") is an advisory committee of the City that focuses on encouraging commercial and industrial developments which are compatible with the image of the City. Since its creation by the City Council in 1993, the Committee has been composed of seven (7) members. However, over the last thirty (30) years, its duties and influence have grown exponentially. In order to support the Committee's workload and to increase the participation of our community, this proposed ordinance increases the number of members on the Committee from seven (7) to nine (9) and provides that the two new members shall serve a term of one year and thereafter persons appointed to such positions will serve three-year terms. As such, the Committee will be staggered as follows:

Number of Commission Members
Appointed Each Year with Proposed Staggering



IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Ordinance - CEDC

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES AND COMMISSIONS," DIVISION 4 "COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE," SECTION 2-41 "CREATED; MEMBERSHIP," SUBSECTION (B) "MEMBERSHIP" OF THE FRIENDSWOOD CITY CODE TO ADD TWO NEW POSITIONS TO THE COMMITTEE; ESTABLISHING TERMS OF OFFICE FOR THE INITIAL APPOINTMENTS OF THE NEWLY CREATED POSITIONS TO EFFECTIVELY STAGGER THE TERMS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY AND THE EFFECTIVE DATE.

WHEREAS, the Friendswood Community and Economic Development Committee (the "Committee") is an advisory committee of the City that focuses on encouraging commercial and industrial developments which are compatible with the image of the City; and

WHEREAS, since its creation by the City Council in 1993, the Committee has been composed of seven (7) members; and

WHEREAS, the Committee's duties and its influence over the last thirty (30) years have grown exponentially; and

WHEREAS, in order to support the Committee's workload and to increase the participation of our community, the City Council desires to increase the number of members on the Community and Economic Development Committee from seven (7) to nine (9); 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 2. That Chapter 2 "Administration," Article II "Boards, Committees and Commissions" Division 4 "Community and Economic Development Committee," Section 2-41 "Created; membership," Subsection (b) "Membership" of the Friendswood City Code is hereby amended to read as follows:

CHAPTER 2. ADMINISTRATION

ARTICLE II. BOARDS, COMMITTEES AND COMMISSIONS

DIVISION 4. COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

Section 2-41. Created; membership.

...

(b) *Membership.* The community and economic development committee shall be composed of nine members, who are residents of the city or business owners that pay ad valorem taxes to the city and

are appointed by at least four members of the city council for staggered three-year terms commencing on July 1.

Section 3. That in order to effectively stagger the terms of office of the Committee, persons appointed to these two (2) new positions shall initially serve one-year terms commencing on July 1, 2025, and thereafter persons so appointed shall serve three-year terms.

Section 4. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency, hereby repealed.

Section 5. 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 6. This ordinance shall take effect from and after its passage on second and final reading by the City Council of the City of Friendswood, Texas.

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

JOE MATRANGA, Mayor Pro Tem

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

INTRODUCED, READ AND PASSED on second 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

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: February 3, 2025

Date submitted: 01/06/2025

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

Subject: Consider an ordinance amending the City's General Budget for Fiscal Year 2024-2025 by approving "Budget Amendment V" 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 fifth 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. V
2. FY25 BA V Exhibit A 2025-02-03 v2
3. FY25 BA V Exhibit B 2025-02-03 v2

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 V" 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 V" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2024-25" attached hereto. Said Budget Amendment V 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 3rd day of February, 2025.

JOE MATRANGA, Mayor Pro Tem

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 V
February 3, 2025**

1. **Police Department – Insurance Proceeds, \$6,964.** Appropriate insurance proceeds from TML-IRP for the repair of P440 which was damaged in an accident on December 19, 2024. Funds will be appropriated to the Patrol division's vehicle maintenance account.
2. **Parks and Recreation Donation – Tree and Roses at Stevenson Park, \$600.** Appropriate donations received from The Heritage Gardeners Inc for a live oak tree and from W. Murphy for roses at Stevenson Park. Funds will be appropriated to the Parks division's landscaping account.
3. **Master Drainage Plan – Engineering Services, \$686,948.** Appropriate funds for engineering services related to the Master Drainage Plan. Council approved an agreement with Halff Associates, Inc. at the January 6, 2025, City Council meeting for \$1,348,448. A grant will cover a portion of the cost (\$661,500), and the remaining portion (\$686,948) is the City's responsibility. The funding source will be 2023 General Obligation Improvement Bonds.
4. **Master Drainage Plan – Program Management & Grant Administration Services, \$359,820.** Appropriate funds for program management and grant administration services related to the Master Drainage Plan. Council approved an agreement with Guage Engineering, LLC. at the January 6, 2025, City Council meeting for \$374,430. A grant will cover a portion of the cost (\$14,610), and the remaining portion (\$359,820) is the City's responsibility. The funding source will be 2023 General Obligation Improvement Bonds.
5. **Whitcomb Terracing and Stormwater Detention Basin, \$2,850,000** Appropriate funds for the City's first payment for the Whitcomb Terracing and Stormwater Detention Basin. Council approved an Interlocal Agreement with Harris County Flood Control District at the November 7, 2022, City Council meeting to construct one mile of channel expansion and bank terracing located on the northern bank of Clear Creek near FM 528. The total estimated cost of the project is \$27,000,000. A State of Texas grant will cover \$10,000,000 of the cost, and the City's portion is not to exceed \$17,000,000. The funding source will be the 2023 General Obligation Improvement Bonds.
6. **CDBG-DR (COG MOD) Annalea Infrastructure and Ground Storage Tank, \$53,667.** Appropriate funds for engineering services in excess of the CDBG-DR (COG MOD) grant award. Council committed the excess funds by resolution at the January 6, 2025, City Council meeting. The Annalea Infrastructure project's engineering service contract exceeded the award amount by \$40,187. The new Ground Storage Tank at Ground Water Plant #4 engineering service contract exceeded the award amount by \$13,480. The funding source will be water and sewer working capital.
7. **Public Works – Emergency Repairs at Water Well #4, \$114,218.*** Appropriate funds for emergency repairs to equipment at water well #4. The well was pulled due to issues within the pump. Major damage and corrosion were found within the pump shafts and riser piping. Immediate repair is needed to get the well in working order. The funding source will be water and sewer working capital.

*Deferred Maintenance

City of Friendswood				
February 3, 2025				
2024-2025 Budget Amendment V - Exhibit B				
BA Number	Account Number	Project Number		Amount
1	001-0000-38310		Appropriate insurance proceeds from TML-IRP for damages to P440 in the Police Department's Patrol division	(6,964)
1	001-2120-421.6300	P440	Appropriate insurance proceeds from TML-IRP for damages to P440 in the Police Department's Patrol division	6,964
2	001-0000-38600		Appropriate donations received from The Heritage Gardeners and W. Murphy for landscaping in Stevenson Park	(600)
2	001-6430-456.6210	PK0032	Appropriate donations received from The Heritage Gardeners and W. Murphy for landscaping in Stevenson Park	600
3	258-0000-30100		Appropriate undesignated fund balance for City portion of Master Drainage Plan design Agreement with Halff Associates, Inc.	(686,948)
3	258-7001-431.8582		Appropriate undesignated fund balance for City portion of Master Drainage Plan design Agreement with Halff Associates, Inc.	686,948
4	258-0000-30100		Appropriate undesignated fund balance for City portion of Master Drainage Plan Project Management Agreement with Guage Engineering	(359,820)
4	258-7001-431.8582		Appropriate undesignated fund balance for City portion of Master Drainage Plan Project Management Agreement with Guage Engineering	359,820
5	258-0000-30100		Appropriate undesignated fund balance for the City portion of the engineering costs of the Whitcomb Terracing and Stormwater Detention Basin	(2,850,000)
5	258-7001-431.8530		Appropriate undesignated fund balance for the City portion of the engineering costs of the Whitcomb Terracing and Stormwater Detention Basin	2,850,000
6	401-0000-30600		Appropriate water and sewer working capital for engineering costs that exceed CDBG-DR COG MOD grant award	(53,667)
6	401-7001-433.8582		Appropriate water and sewer working capital for engineering costs that exceed CDBG-DR COG MOD grant award - GST @ GWP #4	13,480
6	401-7001-434.8582		Appropriate water and sewer working capital for engineering costs that exceed CDBG-DR COG MOD grant award - Annalea Infrastructure	40,187
7	401-0000-30600		Appropriate water and sewer working capital for cleaning, repair, and replacement of faulty equipment at water well #4*	(114,218)
7	401-3655-434.6543		Appropriate water and sewer working capital for cleaning, repair, and replacement of faulty equipment at water well #4*	114,218
	*Deferred Maintenance			

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: February 3, 2025

Date submitted: 12/31/2024

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

Subject: Consider a resolution amending the City of Friendswood's authorized representatives for the Texas Local Government Investment Pool (TexPool).

Originating Department: Finance

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution designates Morad Kabiri, City Manager, Katina Hampton, Assistant City Manager, and Rhonda Boskas, Finance Director as Authorized Representatives to transmit funds for investment in Texas Local Government Investment Pool ("TexPool"), and to take other actions necessary or appropriate for the investment of local funds. All transactions and other necessary or appropriate actions require approval by an Authorized Investment Official as identified in the City of Friendswood Investment Policy.

There is no fiscal impact associated with this item.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Allows for administrative efficiencies and financial transparency.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Designating Authorized Representative for TxPOOL
2. Exhibit A - TexPool Resolution Amending Authorized Representatives

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DESIGNATING REPRESENTATIVES OF THE CITY WHO ARE AUTHORIZED (I) TO TRANSMIT FUNDS FOR INVESTMENT IN THE TEXAS LOCAL GOVERNMENT INVESTMENT POOL, (II) TO WITHDRAW FUNDS FROM TIME TO TIME, (III) TO ISSUE LETTERS OF INSTRUCTION, AND (IV) TO TAKE ALL OTHER ACTIONS DEEMED NECESSARY OR APPROPRIATE FOR THE INVESTMENT OF CITY FUNDS; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City of Friendswood, as a local government of the State of Texas, is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, the City Council of the City of Friendswood believes that it is in the best interest of the City to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool"), a public funds investment pool, was created on behalf of entities whose investment objectives in order of priority, are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the City desires to update the representatives of the City who are authorized (i) to transmit funds for investment in TexPool, (ii) to withdraw funds from time to time, (iii) to issue letters of instruction, and (iv) to take all other actions deemed necessary or appropriate for the investment of City funds; 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 resolution are hereby found to be true and correct.

Section 2. That the City Council of the City of Friendswood hereby authorizes the following officers or employees of the City (i) to transmit funds for investment in TexPool, (ii) to withdraw funds from time to time, (iii) to issue letters of instruction, and (iv) to take all other actions deemed necessary or appropriate for the investment of City funds:

1. Morad Kabiri, City Manager,
2. Katina Hampton, Assistant City Manager, and
3. Rhonda Boskas, Director of Finance.

Section 3. The City Council of the City of Friendswood, Texas, hereby authorizes the Mayor to execute the TexPool's Resolution Amending Authorized Representatives, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 4. 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 3rd day of February, 2025.

JOE MATRANGA, Mayor Pro Tem

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Resolution Amending
Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

*** Required Fields****1. Resolution****WHEREAS,**The City of Friendswood

Participant Name*

7 7 5 2 1

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("**TexPool / Texpool Prime**"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Morad Kabiri City Manager
Name Title

2 8 1 9 9 6 3 2 5 6

Phone

2 8 1 4 8 2 3 7 2 2

Fax

mkabiri@friendswood.com

Email

Signature

2. Katina Hampton Assistant City Manager
Name Title

2 8 1 9 9 6 3 2 2 1

Phone

2 8 1 4 8 2 6 4 9 1

Fax

khampton@friendswood.com

Email

Signature

3. Rhonda Bloiskas Director of Finance
Name Title

2 8 1 9 9 6 3 2 1 6

Phone

2 8 1 4 8 2 6 4 9 1

Fax

rbloiskas@friendswood.com

Email

Signature

1. Resolution (continued)

4.

Name Title

Phone Fax Email

Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Rhonda Bloskas

Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Jennifer Walker										Deputy Director of Finance																			
Name										Title																			
2	8	1	9	9	6	3	2	1	8	2	8	1	4	8	2	6	4	9	1	jwalker@friendswood.com									
Phone										Fax										Email									

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the day of , **20** .

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

The City of Friendswood
Name of Participant*

SIGNED

Signature*

Mike Foreman

Printed Name*

Mayor

Title*

ATTEST

Signature*

Leticia Brysch

Printed Name*

City Secretary/Assistant City Manager

Title*

2. Delivery Instructions

Please return this document to **TexPool Participant Services:**

Email: texpool@dstsystems.com

Fax: 866-839-3291

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: February 3, 2025

Date submitted: 12/23/2024

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

Subject: Consider a resolution authorizing the submission of a grant application to the Criminal Justice Division of the Office of Governor for FY2026 grant funds pursuant to the General Victim Assistance Direct Services Program; authorizing a cash and in-kind matches; and appointing the Mayor to act as the City's authorized representative for all purposes under the grant.

Originating Department: Police Department

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The Friendswood Police Department's Crime Victim Assistance Program offers vital support to crime victims, providing immediate crisis counseling, resources, and advice. Integrated within law enforcement, it ensures quick responses at crime scenes, focusing on early intervention to aid recovery. Match funded by the City's general fund, it is cost-effective while delivering essential services. The program helps with victim compensation claims, after-hours support, and uses volunteers and interns. It also assists with engaging victims in investigations and prosecutions, always treating them with dignity, compassion, and respect. Referrals are accepted from police, social services, and criminal justice personnel.

Grant applications are due February 13th at 5:00 p.m.

This resolution:

1. authorizes the submission of the grant application in the amount of \$76,908,
2. authorizes the 20% cash match in the amount of \$17,277,
3. authorizes an in-kind match in the amount of \$2,000, and
4. appoints the Mayor as the City's authorized official to apply for, accept, reject, alter, or termite the grant on behalf of the City.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This grant addresses crime reduction, fear of crime and improving the quality of life of Friendswood citizens by responding to the psychological and emotional needs of victims and their families, neighbors and community members experiencing crime and/or trauma so that they can recover quickly and completely from the effects of victimization.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - VOCA Grant

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DESIGNATING THE MAYOR AS THE CITY'S REPRESENTATIVE IN SEEKING ELIGIBLE GRANT FUNDS UNDER THE GENERAL VICTIM ASSISTANCE DIRECT SERVICES PROGRAM; AUTHORIZING THE SUBMISSION OF SUCH GRANT APPLICATION TO THE CRIMINAL JUSTICE DIVISION OF THE OFFICE OF THE GOVERNOR; AUTHORIZING THE REQUISITE CASH AND IN-KIND MATCHES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Friendswood (the "City") desires to continue the Friendswood Police Department Crime Victim Assistance Program (the "Program"), which provides services to persons who are victims of crime; and

WHEREAS, such Program has been funded, in part, by the General Victim Assistance Direct Services Program, currently administered through the Office of the Governor, Criminal Justice Division, for more than twenty (20) years; and

WHEREAS, the Friendswood Police Department is responsible for the administration of the Program, providing direct services to victims; and

WHEREAS, the City Council of the City of Friendswood, Texas, finds it in the best interest of the citizens of Friendswood that the Program be continued; 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 resolution are hereby found to be true and correct.

Section 2. The City Council of the City of Friendswood, Texas, hereby authorizes and approves the submission of a grant application, pursuant to the General Victim Assistance Direct Services Program, to the Office of the Governor, Criminal Justice Division, in the amount of SEVENTY-SIX THOUSAND NINE HUNDRED EIGHT AND NO/100 DOLLARS (\$76,908.00).

Section 3. That pursuant to the terms of the grant referenced in Section 2 hereof, the City Council of the City of Friendswood hereby authorizes a cash match in the amount of SEVENTEEN THOUSAND TWO HUNDRED TWENTY-SEVEN AND NO/100 DOLLARS (\$17,227.00) and an in-kind match in the amount of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) as required by the grant application authorized in Section 2 hereinabove.

Section 4. The City Council hereby designates and appoints the Mayor of the City of Friendswood as the authorized official to apply for, accept, reject, alter, or terminate the grant on behalf of the City.

Section 5. That in the event of loss or misuse of the Criminal Justice Division grant funds, the City Council of the City of Friendswood hereby assures the Criminal Justice Division of the Office of the Governor, State of Texas, that such grant funds will be returned to the Criminal Justice Division in full.

Section 6. This resolution shall be effective immediately upon its passage and approval.

INTRODUCED, READ, AND PASSED by the affirmative vote of the City Council of the City of Friendswood on this the 3rd day of February, 2025.

JOE MATRANGA, Mayor Pro Tem

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Grant Number: 1406224

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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: February 3, 2025

Date submitted: 01/09/2025

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

Subject: Consider a resolution authorizing the Agreement for Temporary Road Closure of State Right-of-Way with the State of Texas, through the Texas Department of Transportation, for the Youth Sports Day Parade on FM 2351.

Originating Department: Police Department

Degree of importance: Important

SUMMARY / ORIGINATING CAUSE

City staff request approval for the temporary closure of the following segments of State right-of-way for the 2025 Youth Sports Parade to be held on Saturday, March 29, 2025, from 9:00 a.m. to 9:45 a.m. The streets will shut down at 8:45 a.m.: (1) FM 518 (S. Friendswood Drive) between E. Shadowbend and FM 2351, and; (2) FM 2351 (W. Edgewood Drive) between FM 518 and Sunset Drive.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Temporary Closure of State ROW for 2025 Youth Sports Day Parade
2. Exhibit A - TxDOT Parade Closure Agreement - Youth Sports Day Parade - 2025
3. Exhibit C - 2005 Map
4. Exhibit C - Traffic Control Plan - 2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING THE AGREEMENT WITH THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR THE TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY WITH THE STATE OF TEXAS FOR THE 2025 YOUTH SPORTS DAY PARADE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State owns and operates a system of highways for public use and benefit, including FM 518 and FM 2351 in Galveston County, Texas; and

WHEREAS, the City Council of the City of Friendswood, Texas, has requested the temporary closure of (i) FM 518 (S. Friendswood Drive) between S. Shadowbend and FM 2351 and (ii) FM 2351 (W. Edgewood Drive) between FM 518 and Sunset Drive for the purpose of the Youth Sports Day Parade; and

WHEREAS, the State of Texas, acting by and through the Texas Department of Transportation, and the City of Friendswood seek to enter into an agreement for the temporary closure of FM 518 and FM 2351 for the public purpose of the Youth Sports Day Parade; NOW THEREFORE,

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

Section 1. That the City Council of the City of Friendswood, Texas, finds that the 2025 Youth Sports Day Parade serves a public purpose.

Section 2. That the City Council authorizes the City of Friendswood, acting by and through its City Manager, to enter into the Agreement for the Temporary Closure of State Right-of-Way with the State of Texas, for the 2025 Youth Sports Day Parade. Such agreement is attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Friendswood this the 3rd day of February, 2025.

JOE MATRANGA, Mayor Pro Tem

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

H:\City Council\Resolutions\2025\02-03-2025\Resolution - Temporary Closure of State ROW for 2025 Youth Sports Day Parade.docx

STATE OF TEXAS §
COUNTY OF TRAVIS §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the “State,” and the City of Friendswood, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the “local government.”

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including FM 518 and FM 2351, in Galveston, County; and

WHEREAS, the local government has requested the temporary closure of FM 518 (S. Friendswood Drive) between S. Shadowbend and FM 2351 & FM 2351 (W. Edgewood Drive) between FM 518 and Sunset Drive for the purpose of Youth Sports Day Parade, from 9:00 a.m., Saturday, March 29, 2025 to 9:45 a.m., Saturday, March 29, 2025 as described in the attached “Exhibit A,” hereinafter identified as the “Event;” and

WHEREAS, the Event will be located within the local government’s incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State’s right of way will be performed within the State’s requirements; and

WHEREAS, on the 3rd day of February, 2025, the Friendswood City Council passed Resolution / Ordinance No. _____, attached hereto and identified as “Exhibit B,” establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period

that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
City of Friendswood	Texas Department of Transportation
Morad Kabiri, City Manager	Eliza C. Paul, P.E.
910 S. Friendswood Drive	District Engineer
Friendswood, TX 77546	Houston District

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

Agreement No. _____

Each party is signing this agreement on the date stated beside that party's signature.

THE CITY OF FRIENDSWOOD

Executed on behalf of the local government by:

By _____ Date _____
City Official

Typed or Printed Name and Title Morad Kabiri
City Manager

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Exhibit A

Temporary closure of the Following segments of State Right of Way for the Youth Sports Day Parade to be held on Saturday, March 29, 2025.

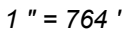
FM 518 (S. Friendswood Drive) between S. Shadowbend and FM 2351 & FM 2351 (W. Edgewood Drive) between FM 518 and Sunset Drive from 9:00 a.m. to 9:45 a.m.

Exhibit B

Agreement No. _____

Exhibit C

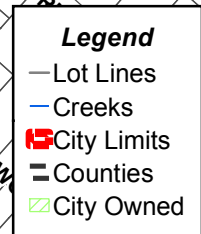
Agreement No. _____



Friendswood GIS Mapping



Police Officer/
Barricade



Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Friendswood makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Friendswood from any damage, loss, or liability arising from such use.



City of Friendswood

Traffic Control Plan **"Friendswood Youth Sports Day Parade"** Saturday, March 29, 2025

Farm to Market Traffic Stopping Points

NOTE: As the parade approaches FM 2351, traffic will be stopped along FM 2351 to allow the parade to travel to Stadium Drive.

FM 518 (South Friendswood Drive)

Intersection of FM 2351 and FM 518

Traffic will not be allowed to travel southbound on FM 518 or westbound on FM 2351. Traffic will be allowed to go east on FM 2351. Traffic traveling westbound FM 2351 can take Sunset Drive to FM 528 and back to FM 518. Traffic on eastbound FM 2351 can take Blackhawk Blvd. to FM 528 and back to FM 518. As the parade approaches the intersection, traffic will be stopped in all directions to let the parade pass. After the parade clears the intersection, traffic on FM 518 will be released to follow and westbound traffic be routed onto FM 518.

Traffic will be stopped from traveling northbound on FM 518. Traffic will be allowed to travel down E. Shadowbend to Morningside to Heritage Drive to Pecan Drive to FM 2351. The reverse route will allow traffic from FM 2351 southbound back to E. Shadowbend and FM 518.

Intersection of FM 2351 at Sunset Drive

When the parade begins, eastbound traffic will be routed down Sunset Drive to West Shadowbend Avenue to FM 518.

When the end of the parade turns onto Stadium Drive, traffic will be released at the intersection of FM 2351 and Sunset Drive.

Barricade and traffic cones will be used at intersections on FM 2351 and FM518 and secondary streets to help control traffic along the parade route.

Side streets and parking lots' entrance/exits between above traffic stopping points will be monitored by officers' assigned intersections, bicycle officers and officers assigned to vehicles.

Northbound Traffic on FM 518 at E. Shadowbend

Northbound traffic on FM 518 will be directed down E. Shadowbend. Traffic can turn north onto Morningside to FM 2351. Traffic can turn back northbound onto FM 518.

FM 518 traffic will be stopped ten (10) minutes prior to parade start time. (9:00 am)

Note: FM 518 northbound lane will be kept clear of traffic for emergency traffic only.

Information Posting (Minimum 10 days in advance of event)

City of Friendswood Traffic Information Radio Station, 1650 AM

City of Friendswood Electronic Bill Board, Stevenson Park on FM 518

Civic Engage email notification

Other news media/Facebook/X

Contact Persons

Capt. James Price, Parade Master	281-993-3441
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24 Hour Dispatch	281-996-3300
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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: February 3, 2025

Date submitted: 01/17/2025

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

Subject: Consider a resolution adopting the City of Friendswood Emergency Management Plan.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item adopts the City of Friendswood (The "City") Emergency Management Plan (EMP) Base Plan, which officially accepts and implements a pre-designed framework that outlines how the City's different departments and partner agencies will coordinate their efforts during an emergency, utilizing a system of designated Emergency Support Functions (ESFs) to manage specific critical areas like transportation, communications, public health, and more, ensuring a structured response to disasters.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

State law requires local government entities have or participate in an emergency management plan covering preparedness, response, recovery, and mitigation.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Emergency Management Plan - Base Plan
2. Exhibit A - 2025 COF EMP Base Plan

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD,
TEXAS, ADOPTING THE CITY OF FRIENDSWOOD'S EMERGENCY
MANAGEMENT PLAN – BASE PLAN 2025; REPEALING ALL RESOLUTIONS
OR PARTS OF RESOLUTIONS INCONSISTENT OR IN CONFLICT HERewith;
AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE.

WHEREAS, Section 418.106 of the Texas Government Code, requires local governments, including the City of Friendswood (the "City"), to create and implement emergency management plans to prepare for disasters; and

WHEREAS, such plans are required to include strategies for mitigation, response, preparedness and recovery; and

WHEREAS, the City's Emergency Management Plan –Base Plan 2025 (the "Base Plan") defines the organization, establishes operational concepts, assigns responsibilities, outlines coordination procedures for achieving emergency management objectives, and fulfills the requirements of Section 418.106 of the Texas Government Code; and

WHEREAS, the City Council desires to adopt the Base Plan to be implemented for disaster mitigation, preparedness, response, and recovery; 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 resolution are hereby found to be true and correct.

Section 2. That the City Council of the City of Friendswood hereby approves the Base Plan, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 3. That all resolutions or parts of resolutions in conflict or inconsistent with this resolution are hereby expressly repealed.

Section 4. 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 3rd day of February, 2025.

JOE MATRANGA, Mayor Pro Tem

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Exhibit "A"

City of Friendswood

EMERGENCY MANAGEMENT PLAN



BASE PLAN

2025

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Emergency Contact Numbers

If immediate emergency management assistance is required, contact Friendswood Emergency Services Department, Emergency Management Division through the Public Safety Answering Point (PSAP) collocated with the Police Department Telecommunications Center.

Emergency Services Department

Monday – Thursday 7:30 a.m. – 5:30 p.m.
Friday 8 a.m. – 5 p.m.

281-996-3335

Police Department Telecommunications Center

After Hours Contact

281-996-3300

Coordinating, Leading, and Supporting Agency Responsibilities

The following table aligns the high-level responsibilities of departments, local government entities, and non-governmental organizations as directed by Friendswood's Emergency Management Plan (EMP).

Friendswood		Emergency Support Function (ESF) Annexes															Support Annexes	Threat- or Hazard- Specific Annexes					Hazard Mitigation Plans	
		1 Transportation	2 Communications	3 Public Works & Engineering	4 Firefighting	5 Emergency Management	6 Mass Care	7 Logistics	8 Public Health and Medical	9 Search and Rescue	10 Oil & Hazardous Materials Response	11 Agriculture and Natural Resources	12 Energy	13 Public Safety	14 Private Sector Coordination	15 Public Information		Continuity of Operations (COOP)	Evacuation & Shelter-in-Place	Financial Management	Legal	Recovery	Tropical Weather	Galveston County Multi-Hazard Mitigation Action Plan
ES - EM		C	C	C	C	L	C	C	C	C	C	C	C	L	C		C	C	C	C	L		L	L
CA					S												S	S		L		S		
CDD					S		S			S	L			S			S	S			S	S	S	
COMM					S										L		S					S		
COURT					S												S					S		
CMO					S									S	S		L		S	S		S	S	
CSO					S						S			S	S		S	S			S			
ENG	S		L									S					S	S				S	S	
ES - EMS		S				S		L	S	S					S		S				S			
ES - FM		S		S	S			S		S			S				S				S	S	S	
FIN					S		L							S			S		L		S			
HR					S												S				S			
IT		L			S												S				S			
LIB						S					S						S				S			
PARKS			S			L	S	S				S					S				S	S	S	
PD		L		S		S		S	S	S			L		S		S	L				S		
PW	L		L						S	S		L			S		S					S	S	
FVFD		S		L		S		S	L	L					S			S				S		
CCISD					S												S				S			
FISD					S	S											S				S			
GCCDD			S																		S	S	S	
GCHD					S		S				S									S		S		

Legend

C	Coordinating Agency	oversees the preparedness activities for a particular ESF and coordinates with its leading and supporting agencies.
L	Leading Agency	has significant authorities, roles, resources, and capabilities for a particular function within an ESF.
S	Supporting Agency	has specific capabilities or resources that support leading agencies in executing the mission of the ESF.

15 Jan 2025

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1. Introduction

1.1. Promulgation, Approval, and Implementation

This plan applies to all city boards, committees, commissions, departments, and community partners assigned responsibilities in this plan and to all others as designated by Texas law and Friendswood ordinance.

This plan is hereby approved for implementation and supersedes all previous editions.

Failure to comply with this plan or with a rule, order, or ordinance adopted under the plan, including any executive order, proclamation, or regulation issued by the mayor during a disaster or state of emergency, is an offense punishable by a fine not to exceed \$1,000 or confinement in jail over 180 days (Texas Government Code § 418.173).

Mike Foreman
Mayor, Emergency Management Director

Date

Morad Kabiri
City Manager

Date

Brian Mansfield
Emergency Services Director, Emergency Management Coordinator

Date

1.2. Record of Changes

#	Date	Change	Reason

1.3. Record of Distribution

#	Date	Title
1		Mayor, Emergency Management Director
2		City Manager
3		Emergency Services Director, Emergency Management Coordinator
4		Fire Prevention and Investigations Chief (Fire Marshal)
5		Emergency Medical Services Chief
6		City Attorney
7		City Secretary
8		Communications Director
9		Community Development Director
10		Court Director
11		Engineering Director
12		Finance Director
13		Human Resources and Risk Management Director
14		Informational Technology Director
15		Library Director
16		Parks and Recreation Director
17		Police Chief
18		Public Works Director
19		Friendswood Volunteer Fire Department Fire Chief
20		Clear Creek Independent School District Emergency Management Coordinator
21		Friendswood Independent School District Executive Director of Safety and Operations
22		Galveston County Health District Emergency Management Coordinator
23		Galveston County Consolidated Drainage District Operations Manager

2. Purpose, Scope, Situation Overview, and Assumptions

2.1. Purpose

The purpose of the Base Plan is to define the organization, establish operational concepts, assign responsibilities, and outline coordination procedures for achieving emergency management objectives. The Base Plan fulfills the Texas Government Code (TGC) § 418.106 requirement, which directs local agencies to “prepare and keep current an emergency management plan for its area providing for disaster mitigation, preparedness, response, and recovery.”

2.2. Scope

The Base Plan is an all-hazards emergency operations plan that applies to incidents and events of significance throughout the City of Friendswood. It describes the high-level responsibilities of departments and organizations as directed by Friendswood Code of Ordinances § 22-27.

The Base Plan, the Emergency Support Function Annexes, the Support Annexes, the Threat-/Hazard-Specific Annexes, and the Hazard Mitigation Plans are intended to provide guidance and are not rigid. Responders should use judgment and discretion to determine the most appropriate actions before, during, and after an incident.

Component	Description
Base Plan	The Base Plan provides an overview of the city’s emergency management system, including preparedness and response strategies.
Emergency Support Function Annexes	Outline the city’s departments and community partners’ objectives, policies, concepts of operations, and responsibilities relative to unique functional activities before, during, and after incidents that exceed the city’s capacity to maintain normal operations.
Support Annexes	Describe essential supporting aspects common to all incidents and serve as the primary mechanism for operational assistance.
Threat-/Hazard-Specific Annexes	Address the city’s response to specific incidents.
Hazard Mitigation Plans	Together, the Galveston County Multi-Hazard Mitigation Action Plan and the Harris County Multi-Jurisdiction Hazard Mitigation Plan establish a framework for the city to conduct an effective, coordinated mitigation program to prevent catastrophic impacts to people and property from natural hazards.

2.3. Situation Overview

Friendswood, Texas, is a home rule municipal corporation in Galveston and Harris counties. As of the 2020 U.S. Census, Friendswood has an estimated population of 41,213. Friendswood comprises 20.90 square miles of surface area.

2.3.1. Hazard Analysis Summary

The Galveston County Multi-Hazards Mitigation Action Plan 2022 and the Harris County Multi-Jurisdiction Hazard Mitigation Plan 2020 identify natural and technological threats and hazards to their respective counties and cities. The Texas Homeland Security Strategic Plan 2021-2025 identifies some human-caused hazards to the state and the city. The following table briefly lists natural, technological, and human-caused threats and hazards.

Natural	Technological	Human-Caused
Drought	Hazardous material spill or release	Active attack
Extreme cold	Radiological incident	Bomb threat
Extreme heat	Hardware, software, and network connectivity interruption, disruption, or failure	Cybersecurity incident
Pandemic	Utility interruption, disruption, or failure	Explosive devices
Severe Weather		Improvised nuclear attack
Flooding (coastal and riverine)		Terrorism
Hailstorms		
Lightning		
Severe winds		
Tornadoes		
Tropical Weather		
Hurricanes		
Tropical Storms		
Tropical Depressions		
Wildfire		
Winter weather		

2.4. Planning Assumptions

Planning assumptions are considered information accepted by planners as being true to provide a framework in the absence of facts. These enable planners to envision expected conditions in an operational environment.¹ City staff have made the following assumptions in the Base Plan:

- Emergencies and disasters may occur with little or no warning and escalate rapidly.
- The city will initiate actions to save lives and protect property.
- All emergencies and disasters are local, but the city may require and request assistance from other local government entities, the state and federal governments, the private sector, and non-governmental organizations.
- Emergencies and disasters may result in one or more of the following:
 - Injury and/or loss of life,
 - Damage or destruction to public and private property,
 - Disruption of local services (emergency medical, fire, police, and government services),
 - Disruption of utilities (power, natural gas, water, and wastewater systems) and utility infrastructure,
 - Disruption of communications infrastructure (broadcast television and radio, cable systems and wireline, data centers/internet, satellite, and wireless),
 - Supply chain disruptions of critical resources,
 - Displacement of persons and families,

¹ FEMA, Developing and Maintaining Emergency Operations Plans, Comprehensive Preparedness Guide (CPG) 101, Third Edition, September 2021.

- Shortages of temporary or permanent housing,
- Damage or destruction to public and private records,
- Impacts on the environment,
- Disruption of daily life activities, and
- Social and economic disruption.
- Coordinating, leading, and supporting agencies will be able to perform their roles and responsibilities as assigned in this and related plans.
- Achieving and maintaining effective individual and community preparedness is the primary mitigating factor against disasters and can reduce the immediate stress on the public and response organizations.
- Government resources alone cannot meet all the needs of those affected by emergencies and disasters.
- Individuals with disabilities and others with access or functional needs will be affected and need to receive lawful and equal assistance before, during, and after an emergency or disaster.

3. Concept of Operations

All incidents in the city are resolved at the lowest level required to respond effectively and efficiently to the situation. Depending on the nature and scope of the incident, agencies within the city may maintain their daily organizational structure or transition to an incident management structure as the incident grows beyond the scope of routine, low-consequence, low-impact response.

3.1. Activation

The city's emergency management plan (EMP) and/or Emergency Operations Center (EOC) may be activated by:

- The Mayor / Emergency Management Director (EMD),
- The Emergency Services Director / Emergency Management Coordinator (EMC), or
- The City Manager.

The remaining departments' directors may request that the emergency services director/EMC or city manager activate the EMP and/or EOC.

A declaration of local disaster, state of emergency, state of energy emergency, state of disaster, major disaster declaration, or emergency declaration is not required to activate the EMP or EOC.

The EMP and/or EOC may be activated to support the city's response and recovery efforts:

- If either county judge executes a declaration of local disaster that includes any part of the city's jurisdiction,
- If the governor executes a declaration of disaster, state of emergency, state of energy emergency that includes any part of the city's jurisdiction, and/or
- If the president executes a major disaster declaration or an emergency declaration that includes any part of the city's jurisdiction.

3.2. Declaration of Local Disaster or State of Emergency

In the absence of a declaration of local disaster, state of emergency, or state of disaster, the community's emergency response services coordinate incidents and emergencies within their disciplinary capabilities under the authority of local law and policy. Mutual aid and shared response

between jurisdictions are addressed through local informal and formal agreements and do not require a local declaration or a state of emergency to enable them.

3.2.1. Declaration of Local Disaster

The mayor may execute a declaration of local disaster² if the mayor finds that a disaster has occurred or that the occurrence or threat of disaster is imminent due to widespread or severe damage, injury, loss of life or property resulting from any natural or man-made cause. Upon a declaration of local disaster, all public safety operations will be prioritized to save lives, stabilize the incident, and protect property and the environment. A declaration of local disaster may not be continued or renewed for a period of more than seven days except with the consent of the city council.³

The declaration of a local disaster allows the mayor:

- To exercise extraordinary powers on an appropriate local scale,⁴
- To activate preparedness, response, and recovery aspects of applicable local or interjurisdictional emergency management plans and to authorize the furnishing of aid and assistance under the declaration,⁵
- To provide additional liability protection to government agencies and special or volunteer emergency workers,⁶ and
- To formally request general assistance from the state and federal governments.

3.2.2. State of Emergency

The mayor may request the governor proclaim a state of emergency⁷ during a riot or unlawful assembly by three or more persons acting together by use of force or violence, if a clear and present danger of the use of violence exists, or a natural or man-made disaster. Upon the governor executing a state of emergency, all public safety operations will be prioritized to save lives, stabilize the incident, and protect property and the environment.

A state of emergency allows the mayor:

- To request state military forces to aid in controlling conditions in the municipality that the mayor or city council believes cannot be controlled by the local law enforcement agencies alone.⁸

4. Organization and Assignment of Responsibilities

This section describes the organization and responsibilities of stakeholders with key capabilities during emergency management preparedness, response, recovery, and mitigation.

4.1. Local

The emergency services department coordinates the city's emergency management program.

² Texas Government Code (TGC) § 418.108(a).

³ TGC § 418.108(b).

⁴ TGC § 418.1015(b).

⁵ TGC § 418.108(d).

⁶ TGC § 418.006 & § 418.185(e).

⁷ TGC § 433.001.

⁸ TGC § 433.005.

The city follows the National Incident Management System (NIMS) and the Incident Command System (ICS) to manage incidents.⁹ The ICS structure is modular, expanding to incorporate all elements necessary for the incident's type, size, scope, and complexity.

If an incident grows beyond the scope of a routine, low-consequence, low-impact response, the city's emergency management plan (EMP) may be activated. Designated personnel may be required to perform initial and continued response and recovery activities.

If local and mutual aid resources exceed or are at risk of exceeding their capabilities, the city may request assistance from other local government entities, the state and federal governments, the private sector, and non-governmental organizations.

All local disaster operations will be directed by the city.¹⁰

4.1.1. Mayor / Emergency Management Director (EMD)

The mayor serves as the emergency management director (EMD) and is responsible for maintaining an emergency management program within the city.¹¹ The EMD is the governor's designated agent administering and supervising duties specified in TGC § 418. An EMD may exercise the powers granted to the governor on an appropriate local scale.¹²

The mayor may appoint an emergency management coordinator to help discharge these duties.¹³

The mayor must request recovery assistance in writing to the governor through the Texas Division of Emergency Management (TDEM) via the State Operations Center (SOC).¹⁴ The request must indicate that the disaster is of such magnitude that local resources are inadequate to deal with it, and the city cannot recover without state and/or federal assistance.

The mayor is a permanent member of the city's Policy Group.

4.1.2. Emergency Services Director / Emergency Management Coordinator (EMC)

The city's emergency services director serves as the emergency management coordinator (EMC), appointed by and at the pleasure of the mayor.¹⁵

Except as otherwise prohibited by law, the city's EMC executes the duties of the EMD under state law and city ordinance, including coordinating preparedness, response, recovery, and mitigation activities.¹⁶

The EMC coordinates the city's assistance requests if local and mutual aid resources exceed or are at risk of exceeding their capabilities.

The EMC is a permanent member of the city's Policy Group.

⁹ Friendswood City Ordinance (CO) § 22-27.

¹⁰ TGC § 418.1152.

¹¹ TGC § 418.1015(a) & Friendswood CO § 22-25.

¹² TGC § 418.1015(b).

¹³ TGC § 418.1015(c) & Friendswood CO § 22-26.

¹⁴ TDEM Executive Guide FY 2025.

¹⁵ Friendswood CO § 22-26.

¹⁶ TGC § 418.1015(d).

4.1.3. City Manager

The city manager is responsible for the proper administration of all the affairs of the city and advising the mayor and councilmembers.¹⁷

In addition, the city manager's office participates in emergency preparedness, response, recovery, and mitigation activities as specified in this and related plans.

The city manager is a permanent member of the city's Policy Group.

4.1.4. Department Directors and City Staff

The following individuals are required to serve or designate a qualified member or members of their staff to serve in the EOC or as part of the city's Emergency Operations Team (EOT):

- Directors of all city departments,
- The Emergency Medical Services Chief, and
- The Geographic Information Systems Manager.

In addition, each department participates in emergency preparedness, response, recovery, and mitigation activities as specified in this and related plans.

EOT members may be part of the Policy Group, depending on the incident.

4.1.5. Friendswood Volunteer Fire Department (FVFD) Chief

The Friendswood Volunteer Fire Department chief is required to serve or designate a qualified member or members of their staff to serve in the EOC or as part of the city's EOT.

In addition, FVFD participates in emergency preparedness, response, recovery, and mitigation activities as specified in this and related plans.

4.1.6. Other Local Agencies

Other local agencies may provide an Agency Representative (AREP) to serve in the city's EOC and participate in emergency preparedness, response, recovery, and mitigation activities as specified in this and related plans, including, but not limited to:

- Clear Creek Independent School District (CCISD),
- Friendswood Independent School District (FISD),
- Galveston County Consolidated Drainage District (GCCDD), and
- Galveston County Health District (GCHD).

4.2. County

The county judge is the county's emergency management director and is responsible for maintaining an emergency management program. The county emergency management programs must coordinate with the city but do not apply within municipalities.¹⁸

¹⁷ Friendswood CO § 4.01.

¹⁸ TGC § 418.103(b).

Additionally, the county emergency management programs are the first channel through which the city shall request assistance when its resources are insufficient. Requests that exceed the county's capabilities shall be forwarded to the state.¹⁹

4.2.1. Galveston County Office of Emergency Management (GCOEM)

The Galveston County Office of Emergency Management (GCOEM) coordinates the county's emergency management program.

4.2.2. Harris County Office of Homeland Security and Emergency Management (HCOSHEM)

The Harris County Office of Homeland Security and Emergency Management (HCOHSEM) coordinates the county's emergency management program.

4.3. State

The Texas Division of Emergency Management (TDEM) coordinates the state emergency management program.

4.3.1. Governor

The governor is responsible for meeting the dangers to the state and people presented by disasters, and disruptions caused by energy emergencies.²⁰

The governor may issue executive orders, proclamations, and regulations and amend or rescind them. Executive orders, proclamations, and regulations have the force and effect of law.²¹

If state resources exceed or are at risk of exceeding their capabilities, the state may request assistance from other states, the federal government, the private sector, and non-governmental organizations.

The governor must request federal assistance to the president through FEMA Region 6.

4.3.2. Texas Division of Emergency Management (TDEM)

The TDEM chief is appointed by and serves at the pleasure of the governor.²² The chief advises the governor and is responsible for the day-to-day management and coordination of statewide emergency management activities, for operating the state operations center, and for executing coordination and control of statewide resources during emergency response and recovery operations.

If a county cannot fulfill a resource request, the city may request assistance from the state through TDEM.²³ Requests may be made through:

- The TDEM District 16 Chief,
- A TDEM Region 4 Section Chief,
- The TDEM Region 4 Assistant Chief,
- The Disaster District Committee (DDC) 16 Chair, or through

¹⁹ TGC § 418.102(b).

²⁰ TGC § 418.011.

²¹ TGC § 418.012.

²² TGC § 418.041.

²³ TGC § 418.102(b) & Texas Emergency Management Plan, Basic Plan, November 2023.

- The State Operations Center (SOC).²⁴

TDEM coordinates the state's assistance requests if state resources exceed or are at risk of exceeding their capabilities.

4.4. Federal

The Federal Emergency Management Agency (FEMA) coordinates the federal emergency management program.

4.4.1. President²⁵

The president leads the federal response effort to ensure that the necessary resources are applied quickly and efficiently to large-scale and catastrophic incidents.

The federal government becomes involved with a response when federal interests are involved; when local, state, tribal, territorial, or insular resources are insufficient and federal assistance is requested; or as authorized or required by statute, regulation, or policy.

The federal government assists local, state, tribal, territorial, and insular area authorities when the president declares a major disaster or emergency under the Stafford Act by request of the chief executives of states, territories, and insular areas.

4.4.2. Federal Emergency Management Agency (FEMA)²⁶

The FEMA administrator is the principal adviser to the president regarding emergency management. The FEMA administrator's duties include the following:

- Assisting the president, through the secretary of homeland security, in carrying out the Stafford Act, operation of the national and regional resource coordination centers, the effective support of all federal ESFs, and, more generally, preparation for, protection against, response to, and recovery from all types of incidents.
- Managing the core Department of Homeland Security (DHS) grant programs supporting homeland security activities.

After the governor requests a declaration under the Stafford Act, the FEMA Region 6 administrator evaluates the damage and requirements for federal assistance and makes a recommendation to the FEMA administrator.

The FEMA administrator, acting through the DHS secretary, then recommends a course of action to the president.

4.5. Private Sector

Private sector organizations may provide an AREP to serve in the city's EOC and participate in emergency preparedness, response, recovery, and mitigation activities as specified in this and related plans.

²⁴ TDEM Executive Guide FY 2025.

²⁵ FEMA, National Response Framework (NRF), Fourth Edition, October 28, 2019.

²⁶ NRF v4.

4.6. Non-Governmental Organizations (NGOs)

Non-governmental organizations may provide an AREP to serve in the city's EOC and participate in emergency preparedness, response, recovery, and mitigation activities as specified in this and related plans.

5. Direction, Control, and Coordination

At the EMC's request, Emergency Operations Team (EOT) members must report to the city's Emergency Operations Center (EOC), a designated location, or a virtual environment. The EMC may invite agency representatives (AREPs) from community partners to report to the city's EOC, a designated location, or a virtual environment.

5.1. Continuity of Government

Emergencies and disasters may impede the city's ability to provide for the safety and well-being of the people of Friendswood. Continuity of government consists of various comprehensive activities designed to ensure the preservation of a representative form of government and the continued ability of the city to provide protection and essential services to the public. Support Annex: Continuity of Operations (COOP) further outlines COOP and continuity of government.

5.2. Lines of Succession

5.2.1. Mayor and City Council

Friendswood Code of Ordinances § 3.05-3.06 provides for the prompt and temporary succession to the powers and duties of the mayor and city councilmembers, whether by election or appointment.

5.2.2. City Manager

Friendswood Code of Ordinances § 4.01 provides for the prompt and temporary succession to the powers and duties of the city manager.

5.2.3. Department Directors

Department directors with the agreement of the city manager, should designate a qualified member of the city staff to perform the duties of the department director in their absence. Directors may delegate various departmental functions to different qualified city staff members.

6. Information Collection, Analysis, and Dissemination

Emergency services staff and EOT members collect, analyze, and disseminate emergency management information from various sources to various entities.

Sources include local government entities, the state and federal governments, the private sector, non-governmental organizations with emergency management responsibilities, traditional and non-traditional media, and the public.

Information is forwarded to the appropriate EOT member or community partner and may be used to produce plans and reports mandated under TGC § 418. This process allows EOT members to develop situational awareness products for community partners and the public.

6.1. Public Information

Joint information systems disseminate consistent, coordinated, accurate, accessible, timely, and actionable information to the public. They include the processes, procedures, and tools to communicate with the public, incident personnel, the media, and other stakeholders. The city and community partners coordinate and integrate communication efforts to ensure the public receives a consistent and comprehensive message. ESF-15: Public Information provides further information.

7. Communications and Coordination

Communications in the context of the emergency management plan and related plans specify the direction, control, and communications procedures, systems, and infrastructure that alert, notify, recall, and dispatch emergency response personnel; warn the public; protect the public and property; and request aid/support from other local government entities, the state and federal governments, the private sector, and non-governmental organizations. To effectively coordinate emergency response and recovery efforts, the city must identify, develop, leverage, integrate, and implement interoperable and redundant communications systems before, during, and/or after an incident. ESF-2: Communications provides further information.

8. Administration, Finance, and Logistics

8.1. Administration

The city's emergency management plan (EMP) assigns coordinating, leading, and supporting agencies for all positions outlined within the city's emergency organizational structure. According to the city's Administrative Rules and Personnel Policy Manual, during an incident, an employee may be assigned temporary duties or deemed essential to support response and/or recovery operations relating to an incident. All coordinating, leading, and supporting agencies identified in the EMP are responsible for developing and maintaining policies, procedures, and/or guidelines supporting their roles and responsibilities.

8.1.1. Documentation

Documentation informs cost-recovery processes, establishes historical records, and helps to capture lessons learned. During EMP activations, documentation occurs at the department level, including completing activity logs and time sheets and collecting purchasing and procurement documentation. Support Annex: Financial Management further outlines financial documentation.

Additionally, information products, including Incident Action Plans (IAPs) and Situation Reports (SITREPs), or equivalent, establish a historical record of objectives, incident information, and courses of action. Damage assessment and related documentation are key elements that inform cost recovery processes. ESF-5: Emergency Management further outlines operational documentation.

8.2. Finance

Each department is responsible for establishing administrative controls necessary to manage the expenditure of funds during an incident. Departments also provide reasonable accountability and justification for applicable cost recovery. Support Annex: Financial Management outlines financial documentation.

8.3. Logistics

The city maintains mutual aid agreements, interlocal agreements, and pre-disaster contracts to provide mechanisms for quickly obtaining assistance in personnel, equipment, materials, and other associated services. These documents facilitate rapid, short-term deployment of emergency support before, during, and/or after an incident.

During Emergency Operations Center (EOC) activations, the EOC identifies, routes, authorizes, fulfills, or escalates requests from departments and community partners. ESF-7: Logistics further outlines resource management and logistics processes.

9. Plan Development and Maintenance

9.1. Plan Development and Methodology

The EMC is responsible for facilitating the development and maintenance of the city's emergency management plan (EMP) and all its components. The planning team developed this document using a deliberate planning process guided by FEMA's Comprehensive Preparedness Guide (CPG) 101.

To develop and validate the EMP, emergency services staff collaborate with the coordinating, leading, and supporting agencies to discuss roles and responsibilities in the EMP based on previous planning efforts, best practices, and lessons learned from recent incidents.

Each coordinating and leading agency's department director is responsible for approving and implementing their designated annex or annexes. Each supporting agency's department director is responsible for reviewing and implementing their operational assignments.

9.2. Maintenance

The EMC authorizes and issues changes to this document and all its components until another version is adopted. This document and all attachments are living documents. The city's EOT members and community partners are responsible for participating in plan reviews and must provide information concerning capability changes that affect their emergency management responsibilities. The EMC coordinates the plan updating process and maintains the plan after receiving feedback and updates from the city's EOT and community partners.

9.2.1. Training, Exercise, and After-Action Reports

The city exercises elements of the EMP annually to provide practical, controlled, and operational experience to those responsible for emergency management activities, response, and recovery.

Following the conclusion of any significant incident or exercise, the coordinating agencies will conduct an after-action review and prepare an after-action report/improvement plan. Leading and supporting agencies will provide written or oral input. The coordinating agency consolidates all inputs into a finalized written after-action report/improvement plan and submits the report to the EMC.

TDEM may request that the city evaluate its response to a disaster, identify areas for improvement, and submit a report of its evaluation to TDEM no later than 90 days after it was requested.²⁷

²⁷ TGC § 418.188.

9.3. Integrated Preparedness

Emergency services will inform the coordinating, leading, and supporting agencies of training related to their roles and responsibilities to ensure appropriate staff know current regulations and best practices. Emergency services will identify training needs through comprehensive after-action reviews, improvement planning, surveys, evaluations, and EOT member requests. Emergency services and other city departments, local government entities, the state and federal governments, the private sector, and non-governmental organizations may offer online, in-person, or hybrid training.

Appendix A. Authorities and References

Local

Friendswood Code of Ordinances, as amended.
Friendswood Resolution 2005-11, Adoption of ICS and NIMS.
Friendswood Administrative Rules, as amended 2024.
Friendswood Personnel Policy Manual, as amended 2024.
Friendswood Purchasing Manual, as amended 2024.

State

Constitution of the State of Texas, as amended.
Respective local and state agency, department, and commission-enabling legislation.
Texas Education Code § 88.
Texas Government Code

- § 411.301-307 Power Outage Alert.
- § 418 Emergency Management.
- § 421 Homeland Security.
- § 433 State of Emergency.
- § 791 Interlocal Cooperation Contracts.

Texas Health and Safety Code § 773 Emergency Medical Services.
Texas Health and Safety Code § 778 Emergency Management Assistance Compact.
Texas Local Government Code

- § 616 Emergency Interim Public Office Succession Act.
- § 391 Regional Planning Commissions.

Texas Water Code § 13 Water Rates and Services

- Subtitle C § 16 Provisions Generally Applicable to Water Development.

Executive Orders of the Governor

- GA 05 Relating to Emergency Management of Natural and Human-Caused Events, Emergencies, and Disasters (2018).
- RP 16 Relating to the Creation of the Statewide Texas Amber Alert Network (2002).
- RP 40 Relating to the Designation of NIMS as the Incident Management System for the State of Texas (2005).
- RP 68 Relating to the Creation of Blue Alert Program (2008).
- RP 69 Relating to the Creation of the Governor's Commission for Disaster Recovery and Renewal (2008).

Texas Homeland Security Strategic Plan 2021-2025.
Texas Division of Emergency Management Executive Guide FY 2025.

Federal

U.S. Constitution, as amended.
Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288 as amended, 42 U.S.C. 5121 et seq., and Related Authorities.
Price-Anderson Amendments Act of 1988, Public Law 100-408, as amended.
Americans with Disabilities Act (ADA) of 1990, as amended.
Post-Katrina Emergency Management Reform Act (PKEMRA), 2006.
Housing and Economic Recovery Act of 2008.
Sandy Recovery Improvement Act (SRIA) of 2013.
Disaster Recovery Reform Act of 2018.

42 United States § 68 Disaster Relief Sub § IV. Major Disaster Assistance Programs Section Code § 5170. (2021, January 3, 2022). Procedure for Declaration.

The National Security Strategy, October 2022.

Emergency Alert System, Code of Federal Regulations, (CFR) 47, Chapter 1, Subchapter A, Part 11.

Emergency Management and Assistance, Code of Federal Regulations, (CFR) 44.

Emergency Planning and Community Right-to-Know Act Section 301.

Emergency Management Assistance Compact, Public Law 104-321.

Executive Orders of the President:

- Homeland Security Presidential Directive (HSPD) 3: Homeland Security Advisory System, March 2002/National Terrorism Advisory System, 2011.
- Homeland Security Presidential Directive (HSPD) 5: Management of Domestic Incidents. February 2003.
- Homeland Security Presidential Directive (HSPD) 7: Critical Infrastructure Identification, Prioritization, and Protection, December 2003.
- Homeland Security Presidential Directive (HSPD) 8: National Preparedness, March 2011.
- Executive Order 13347, Federal Register, Individuals with Disabilities in Emergency Preparedness.

References:

FEMA, Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) Guide, Comprehensive Preparedness Guide (CPG) 201, Third Edition, May 2018.

FEMA, Developing and Maintaining Emergency Operations Plans, Comprehensive Preparedness Guide (CPG) 101, Third Edition, September 2021.

FEMA, National Preparedness Goal (NPG), Second Edition, September 2015.

FEMA, National Response Framework (NRF), Fourth Edition, October 28, 2019.

FEMA, National Incident Management System (NIMS), Third Edition, October 2017.

FEMA, NIMS Emergency Operations Center How-to Quick Reference Guide, October 2022.

FEMA, NIMS Intelligence/Investigations Function Guidance and Field Operations Guide, October 2013.

FEMA, NIMS Guideline for Resource Management Preparedness, June 2021.

FEMA, NIMS Guideline for Mutual Aid, November 2017.

FEMA, NIMS Guideline for the National Qualification System (NQS), November 2017.

FEMA, NIMS Guideline for the NQS Supplemental Guide for Qualification Review Boards, October 2019.

FEMA, NIMS Guideline for the NQS Supplemental Guide for Coaches and Evaluators, December 2019.

FEMA, NIMS Information and Communications Technology Functional Guidance, March 2023.

FEMA, National Disaster Recovery Framework (NDRF), Third Edition, December 10, 2024.

FEMA, National Mitigation Framework (NMF), Second Edition, June 2016.

FEMA, National Protection Framework, Second Edition, June 2016.

FEMA, National Prevention Framework, Second Edition, June 2016.

FEMA, Incident Stabilization Guide (Operational Draft), November 2019.

FEMA, NIMS Community Lifelines Implementation Toolkit, Accessed January 2025.

FEMA Strategic Plan 2022-2026: Building the FEMA our Nation Needs and Deserves.

FEMA Public Assistance Program and Policy Guide (PAPPG), Fifth Edition, January 6, 2025.

National Fire Protection Association (NFPA) 1660 Standard for Emergency, Continuity, and Crisis Management: Preparedness, Response, and Recovery, 2024.

Emergency Management Accreditation Program (EMAP), Emergency Management Standard, 2024.

Appendix B. Abbreviations, Acronyms, Initialisms, and Terms

Abbreviations, Acronyms, and Initialisms

Abbreviation	Description
AREP	Agency Representative
CA	City Attorney or City Attorney's Office
CCISD	Clear Creek Independent School District
CDD	Community Development Department
CMO	City Manager's Office
CO	Code of Ordinances
COMM	Communications Department
COOP	Continuity of Operations
COURT	Municipal Court Department
CPG	Comprehensive Preparedness Guide
CSO	City Secretary's Office
DDC	Disaster District Committee
DHS	Department of Homeland Security
EMC	Emergency Management Coordinator
EMD	Emergency Management Director
EMP	Emergency Management Plan
ENG	Engineering Department
EOC	Emergency Operations Center
EOT	Emergency Operations Team
ES	Emergency Services Department
ES - EM	Emergency Services, Emergency Management Division
ES - EMS	Emergency Services, Emergency Medical Services Division
ES - FM	Emergency Services, Fire Prevention and Investigations (Fire Marshal) Division
ESF	Emergency Support Function Annex
FEMA	Federal Emergency Management Agency
FIN	Finance Department
FISD	Friendswood Independent School District
FVFD	Friendswood Volunteer Fire Department
GCCDD	Galveston County Consolidated Drainage District
GCHD	Galveston County Health District
GCOEM	Galveston County Office of Emergency Management
HCOHSEM	Harris County Office of Homeland Security and Emergency Management
HR	Human Resources and Risk Management Department
IAP	Incident Action Plan
ICS	Incident Command System
IT	Information Technology Department
LIB	Library Department
NGO	Non-Governmental Organization
NIMS	National Incident Management System
NRF	National Response Framework
PARKS	Parks and Recreation Department
PD	Police Department
PSAP	Public Safety Answering Point

Abbreviation	Description
PW	Public Works Department
SITREP	Situation Report
SOC	State Operations Center
TDEM	Texas Division of Emergency Management
TGC	Texas Government Code
USC	United States Code

Terms

Term	Definition
Assumptions CPG 101v3 p.52	Elements of information accepted by planners as true in the absence of facts. Assumptions enable planners to envision expected conditions in an operational environment.
Department Director	The chief executive officer of a city department, including the city attorney, city secretary, police chief, or equivalent.
Disaster TGC § 418.004(1)	The occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, extreme heat, cybersecurity event, other public calamity requiring emergency action, or energy emergency. See also Incident .
Emergency	See Incident .
Emergency Declaration (by President) Public Law 93-288 as amended and 42 USC 5121 et seq.	Any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.
Energy Emergency TGC § 418.004(3)	A temporary statewide, regional, or local shortage of petroleum, natural gas, or liquid fuel energy supplies that makes emergency measures necessary to reduce demand or allocate supply.
ESF Coordinating Agency NRF v3 p.37	Oversees the preparedness activities for a particular ESF and coordinates with its leading and supporting agencies.
ESF Leading Agency NRF v3 p.38	Has significant authorities, roles, resources, and capabilities for a particular function within an ESF.
ESF Supporting Agency NRF v3 p.38	Has specific capabilities or resources that support leading agencies in executing the mission of the ESF.
Facts CPG 101 v3 p.51	Verified pieces of information, such as laws, regulations, terrain maps, population statistics, resource inventories and prior occurrences.
Incident NIMS v3 p.64	An occurrence, natural or manmade, that necessitates a response to protect life or property. The word “incident” includes planned events as well as emergencies and/or disasters of all kinds and sizes.
Local Government Entity TGC § 418.004(10)	A county, incorporated city, independent school district, public junior college district, emergency services district, other special district, joint board, or other entity defined as a political subdivision under the laws of this state that maintains the capability to provide mutual aid.
Major Disaster Declaration (by President)	Any natural catastrophe (including any hurricane, tornado, storm, high water, winddriven water, tidal wave, tsunami, earthquake, volcanic eruption,

Term	Definition
Public Law 93-288 as amended and 42 USC 5121 et seq.	landslide, mudslide, snowstorm, or drought), or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under the Stafford Act to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.
Mutual Aid TGC § 418.004(11) & § 421.001(3)	Any activity related to the prevention or discovery of, response to, or recovery from: a terrorist attack; a natural or man-made disaster; a hostile military or paramilitary action; an extraordinary law enforcement emergency; or a fire or medical emergency requiring resources beyond the capabilities of a local jurisdiction performed under the mutual aid system or a written mutual aid agreement.
Policy Group NIMS v3 p.67	A group, typically consisting of agency administrators or organization executives or their designees, that provides policy guidance to incident personnel, supports resource prioritization and allocation, and enables decision-making among elected and appointed officials, executives from other organizations and those responsible for incident management. Also known as a Multiagency Coordination (MAC) group.

Appendix C. Emergency Operations Center (EOC) Activation Levels²⁸

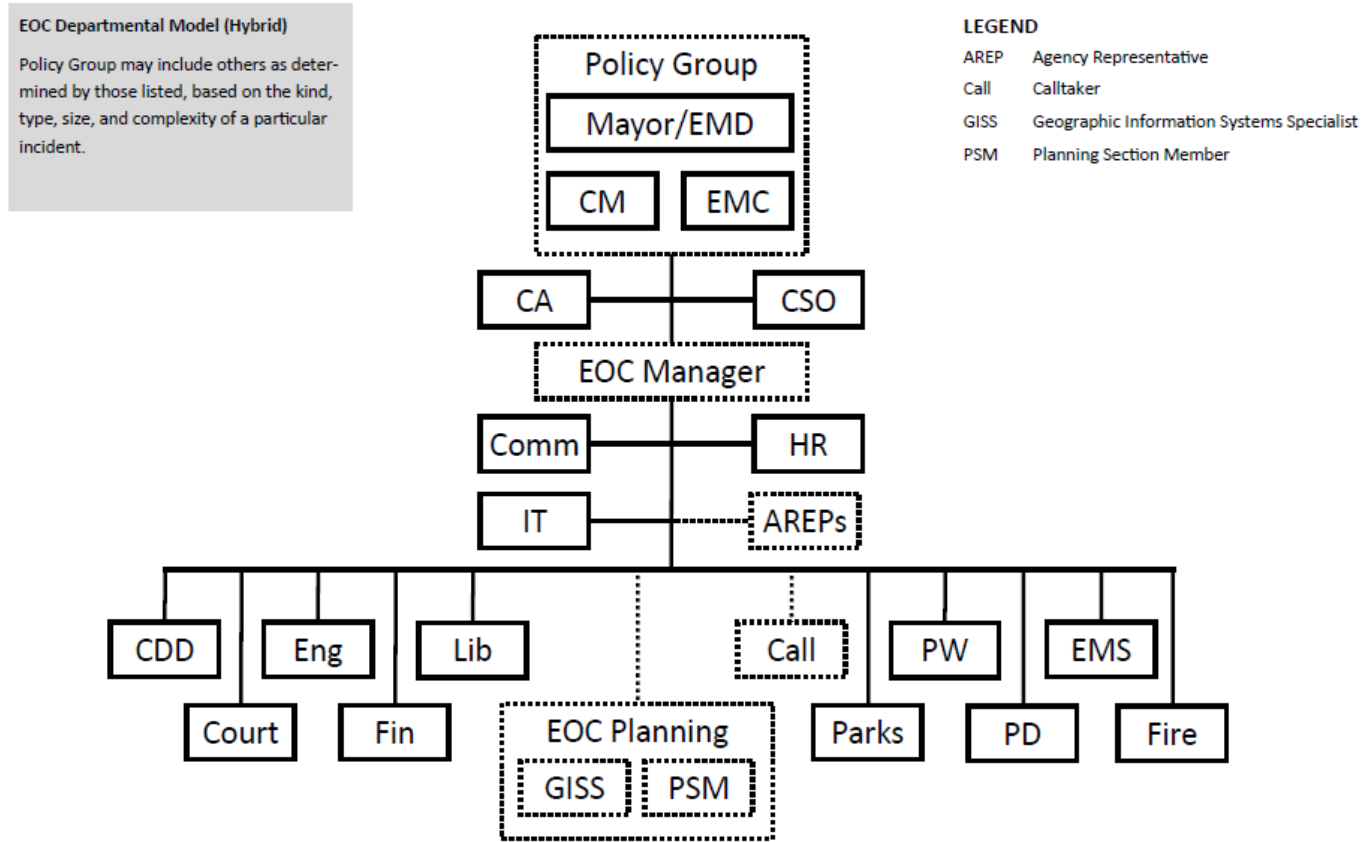
The Emergency Operations Center (EOC) activation levels are applied depending on the perceived threat and/or incident severity. At all activation levels, the EOC may fulfill resource requests and publish situation reports. Emergency services staff lead daily activities during Normal Operations / Steady State (Level 3).

Activation Level		Description
3	Normal Operations / Steady-State	• Activities that are normal for the EOC when no incident or specific risk or hazard has been identified. • Routine watch and warning activities.
2	Enhanced Steady-State / Partial Activation	• Certain EOC Team members/organizations are activated to monitor a credible threat, risk, or hazard and/or to support the response to a new and potentially evolving incident.
1	Full Activation	• EOC Team members/organizations are activated, including personnel from all assisting agencies, to support the response to a major incident or credible threat.

²⁸ FEMA, National Incident Management System (NIMS), Third Edition, October 2017.

Appendix D. Emergency Operations Center (EOC) Organizational Chart

The Emergency Operations Center (EOC) organizational chart shows Friendswood’s initial incident management structure during Enhanced Steady-State / Partial Activation (Level 2) and Full Activation (Level 1), consistent with the National Incident Management System (NIMS) and the Incident Command System (ICS). The ICS structure is modular, expanding to incorporate all elements necessary for the incident’s type, size, scope, and complexity.



Appendix E. Emergency Support Function Annexes

The following table identifies the objectives of each emergency support function annex, which outlines unique functional activities before, during, and after incidents that exceed the city's capacity to maintain normal operations. The related Functional Annexes (Annexes A-V) will be indicated in blue until the transition is complete.

Emergency Support Function	Title	Objectives
ESF-1 Annex S	Transportation	• Manage transportation systems and infrastructure. • Coordinate transportation systems and infrastructure support.
ESF-2 Annex B	Communications	• Manage communications operations. • Support communications interoperability. • Support priority service and priority restoration coordination.
ESF-3 Annex K	Public Works & Engineering	• Manage public infrastructure. • Coordinate public infrastructure, public facilities, and public works project support. • Process technical assistance requests regarding public works infrastructure and engineering.
ESF-4 Annex F	Firefighting	• Provide continuing firefighting services. • Coordinate firefighting operations.
ESF-5 Annex A Annex E Annex N	Emergency Management	• Coordinate the development of deliberate and incident action plans, procedures, and agreements to support incident response. • Develop, maintain, and disseminate situational awareness. • Coordinate resource requests and requests for assistance.
ESF-6 Annex C Annex O Annex T	Mass Care	• Coordinate mass care operations. • Manage emergency sheltering operations. • Manage cooling or heating center operations. • Manage animal care operations. • Manage feeding operations. • Manage commodities points of distribution. • Support medical points of dispensing.
ESF-7 Annex M	Logistics	• Obtain resources to support emergency operations. • Coordinate logistics management and resource support. • Track emergency operations resources. • Support volunteer and donations management.
ESF-8 Annex H	Public Health & Medical Services	• Provide continuing emergency medical services. • Coordinate public health and medical operations. • Coordinate mass casualty and mass fatality resource management.

Emergency Support Function	Title	Objectives
		• Coordinate mental and behavioral health services and activities. • Manage medical points of dispensing. • Support decontamination services.
ESF-9 Annex R	Search & Rescue	• Coordinate search and rescue operations. • Provide search and rescue situational awareness.
ESF-10 Annex D Annex Q	Oil & Hazardous Materials Response	• Organize actions to prevent, minimize, or mitigate an oil or hazardous materials release. • Coordinate response assets for detection and stabilization of oil or hazardous materials releases to prevent the spread of contamination. • Assess contamination resulting from an oil or hazardous materials release. • Coordinate resources for environmental cleanup and waste disposition.
ESF-11 None	Agriculture & Natural Resources	• Coordinate efforts to prevent, minimize, or mitigate threats and hazards to the safety and security of the food and feed supply. • Support response efforts to protect natural, cultural, and historical resources.
ESF-12 Annex L	Energy	• Monitor energy-centric critical infrastructure and facilities. • Disseminate information on disruptions. • Coordinate priority service restoration and sustainment of essential services.
ESF-13 Annex G Annex V	Public Safety	• Provide continuing law enforcement. • Coordinate public safety and security operations for incident-specific facilities, areas, and locations.
ESF-14 None	Private Sector Coordination	• Communicate with private sector partners. • Coordinate private sector goods and services during response and recovery.
ESF-15 Annex I	Public Information	• Coordinate dissemination of public information and emergency public information. • Ensure that leadership remains informed about public information issues and media trends. • Establish a joint information system.

Appendix F. Support Annexes

The following table identifies the objectives of each support annex, which outlines unique support activities before, during, and after incidents that exceed the city's capacity to maintain normal operations. The related Functional Annexes (Annexes A-V) will be indicated in blue until the transition is complete.

Support Annex	Title	Objectives
Annex J Annex N	Continuity of Operations (COOP)	• Sustain core capabilities, critical services, and essential functions. • Define essential functions, mitigation options, and key elements. • Manage devolution and reconstitution activities.
Annex E	Evacuation and Shelter-in-Place	• Coordinate evacuations and sheltering-in-place for all population segments. • Communicate the criteria and protocols for recommending evacuating or sheltering-in-place. • Specify the authorities needed to initiate evacuations or sheltering-in-place. • Provide security for the evacuation area.
Annex M	Financial Management	• Optimize financial management processes and procedures for cost recovery. • Ensure financial operations follow state and federal law, city ordinances, policies, regulations, and standards. • Coordinate documentation of financial expenditures.
Annex U	Legal	• Support invoking the government's emergency powers during response and recovery operations.
Annex J	Recovery	• Coordinate community recovery efforts and recovery resources. • Support economic, housing, and infrastructure systems recovery.

Appendix G. Threat-/Hazard- Specific Annexes

The following table identifies the objectives of threat-/hazard- specific annexes, which outline unique activities before, during, and after incidents that exceed the city's capacity to maintain normal operations.

Threat- /Hazard- Specific Annex	Title	Objectives
	Tropical Weather	Outline specific activities to prevent, protect against, respond to, or recover from tropical weather systems.

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: February 3, 2025

Date submitted: 12/09/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider ratifying the City Manager's execution of and authorizing the Workplace Solutions Cooperative Acceptance Agreement and Addendum No. 1 with Cintas Corporation No. 2, through Omnia Partners cooperative purchasing, for uniform rentals.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Workplace Solutions Cooperative Acceptance Agreement along with Addendum No. 1 allows the City to rent uniforms from Cintas Corporation No. 2, through Omnia Partners cooperative purchasing program. Specifically under this agreement the City will rent shirts, pants, jeans, and jackets along with traffic mats and shop towels from Cintas. The contract is for a term of three (3) years, subject to a non-appropriation provision, and may be renewed for for additional two (2) one-year terms. The annual cost of this Agreement is \$38,722.92.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2025 01 23 Cintas Cooperative Acceptance Agreement for Uniforms

Workplace Solutions Cooperative Acceptance Agreement



Location #: 24K

Contract #:

Customer #:

Main Corporate Code → Omnia Nebraska Rental/FS MLA CC #13897 MLA Agreement #211011348

GPO CC #13897 GPO Agreement #211011196

Date: 1/16/2025

Customer/Participating Agency: City of Friendswood

("Customer")

Phone: 281-996-3274

Address: 910 S Friendswood Dr

City: Friendswood

State: TX

Zip: 77546

UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
23273	Comfort Flex Pro Shirt	☒ Yes ☐ No	\$ 0.27	\$ 24.29
23270	Comfort Flex Cargo Pant	☒ Yes ☐ No	\$0.31	\$ 27.30
381	Carhartt Jeans	☒ Yes ☐ No	\$ 0.33	\$ 26.55
376	Carhartt Active Jacket	☒ Yes ☐ No	\$ 0.67	\$ 85.05
912	Coverall	☒ Yes ☐ No	\$ 0.27	\$ 73.79
All other item pricing governed by OMNIA Partners contract #001299		☒ Yes ☐ No		

Space for additional entries provided on page 5

This Workplace Solutions Cooperative Acceptance Agreement (this "Acceptance Agreement") is effective as of the date of execution for a term of 60 months from the date of installation or renewal (the "Term").				
Standard Name Emblem	\$ 1.00	ea	Standard Agency Emblem	\$ 1.00 ea
Custom Agency Emblem	\$ 2.50	ea	Embroidery	\$ NA ea
Uniform Advantage	Item:		\$ 0.05	ea per week
Premium Uniform Advantage	Item:		\$ 0.10	ea per week
Emblem Advantage	Item:		\$ 0.03	ea per week
Prep Advantage	Item:		\$ 0.02	ea per week
Minimum Charge	\$35 per delivery or 50% of initial invoice (the greater of the two).			
Make-Up Charge	\$ 1.75 per garment			
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium			\$ 0.15	per garment
Under no circumstances will Cintas accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.				
Artwork Charge for Logo Mat	\$ NA			
Payment Terms: Net 30				
Size Change	Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of \$ 5.00 per garment will be assessed for employee's size changed within 4 weeks of installation.			
Other	\$0.00 Service Charge			

WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
10196	3x5 Traffic Mat	W	18	\$ 2.30
2160	Shop Towels	W	325	\$ 0.09
2477	3x5 Scraper Mat	W	10	\$ 2.46
2478	4x6 Scraper Mat	W	19	\$ 2.19
2604	48" Dust Mop	W	2	\$ 3.16
2650	Wet Mop	W	2	\$2.70
All other item pricing governed by OMNIA Partners contract #001299				

Space for additional entries provided on page 5

Automatic Lost Replacement Charge	Item: 2160	% of inventory 3%	\$ 0.65	ea
Automatic Lost Replacement Charge	Item: 2650	% of inventory 3%	\$ 1.25	ea

	CHECKBOX	INITIALS	DATE
Initial and check box if Unilease. All Garments will be cleaned by customer.	☐		
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	☐		
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See Section 6 of Cintas General Service Terms Section).	☐		

Cintas Representative Initials:

VS

Customer Initials: MK

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement #001299 as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at <https://www.omniapartners.com/publicsector>.
2. **Dispute Resolution – Arbitration and Class Waiver:** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - a. **Arbitration Notice:** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
 - b. **Arbitration Procedures:** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
 - c. **Fees:** Arbitration fees will be assessed consistent with the AAA Rules.
 - d. **No Class Actions in Arbitration or in Any Court, No Jury Trial:** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
 - e. **Enforceability:** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
 - f. **Severability:** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

1. **Prices:** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, all of Customer's requirements for uniform rental products and services at the prices listed in the Master Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master Agreement is updated and adjusted. There will be a minimum charge of thirty-five dollars (\$35.00) or 50% of initial invoice (whichever is greater) per delivery (the "Minimum Stop Charge") for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement. The Minimum Stop Charge shall supersede any conflicting or different term in the Master Agreement.
2. **Buyback of Non-Standard Garments:** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
3. **Garments' Lack of Flame Retardant or Acid Resistant Features:** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
4. **Logo Mats:** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
5. **Adding Employees:** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
6. **Emblem Guarantee:** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.

In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above.
7. **Terminating Employees:** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
8. **Replacement:** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
9. **Additional Customer Locations:** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.

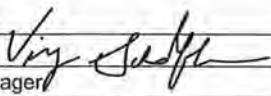
Cintas Representative Initials:

Vf

Customer Initials: MK

10. **Additional Items:** Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
- If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience after thirty-six (36) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
 - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
11. **No Federal Contractor:** As a material condition of this Agreement, Customer represents and warrants that: (a) this Agreement is not federally funded; (b) this Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contract Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Agreement.
12. **Prevailing Wage/Living Wage:** Customer represents and warrants that this agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to agreement.
13. **Customer Type:** Customer must select the appropriate response below:
Is Customer a United States federal government agency or instrumentality?
- ☐ Yes ☒ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
14. **Customer Funding Source:** Customer must select the appropriate response below:
Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?
- ☐ Yes ☒ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
15. **Additional Terms:** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Agreement without additional terms?
- ☒ Yes, additional terms required (If Yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- ☐ No additional terms needed
16. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #: 24K

CintasRepSignature: 

Title: Major Account Manager

Accepted-GM:

Cintas Enterprise Account: ☒ Yes ☐ No

Cintas Enterprise Partner Name: Virginia Schabbing

Customer Signature: 

Print Name: Morad Kabiri

Print Title: City Manager

Email: mkabiri@friendswood.com

Customer Contact: Steve Vavrecka, Director of Public Works

Customer Contact Email: svavrecka@friendswood.com

Cintas Representative Initials: 

Customer Initials: MK

Accounts Payable Contact Billing Information



How should the Business Name read on the invoice? City of Friendswood

Do you have other sites/locations within your company that are set up for billing with Cintas? ☐ YES ☒ NO ☐ UNSURE

Are you Tax Exempt? ☒ YES ☐ NO If Yes, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name: _____

Account Payable Contact Phone #: _____

Account Payable Email: accounts-payable@friendswood.com

Payer Street Address: 910 S. Friendswood Drive

City: Friendswood ST/PROV: TX ZIP/PC: 77546

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers where the bill will be mailed/sent to.

☒ Same as Payer OR ☐ Same as Sold-To

Bill-To Street Address: _____

City: _____ ST/PROV: _____ ZIP/PC: _____

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): ☒ Leave at Site and Email ☐ Email Only ☐ Physically Mail ☐ Leave at site after service

Do invoices require a purchase order? ☒ YES ☐ NO If yes, please provide PO# _____

Will the same PO need to appear on each invoice? ☒ YES ☐ NO Is there an expiration date? _____

PAYMENT TERMS: Net 30 Standard

PAYMENT OPTIONS

☐ Check

☒ ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

☐ Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials: VJ Customer Initials: QJ

UNIFORM PRODUCT RENTAL PRICING (cont.):

Continued from page 1

[illegible]**WORKPLACE SERVICES PRODUCTS PRICING (cont.):**

Continued from page 1

[illegible]

Cintas Representative Initials:

Customer Initials: MK

**ADDENDUM NO. 1
TO THE
WORKPLACE SOLUTIONS COOPERATIVE ACCEPTANCE AGREEMENT**

STATE OF TEXAS §
COUNTY OF GALVESTON §

The Workplace Solutions Cooperative Acceptance Agreement (the "Agreement") between the City of Friendswood, a municipal corporation located in Galveston and Harris Counties, Texas (the "City," "Customer" or a "Participating Public Agency") and Cintas Corporation No. 2, a Nevada corporation ("Cintas") is hereby amended as follows:

WITNESSETH:

WHEREAS, the Agreement is being made through a cooperative purchasing agreement with National Intergovernmental Purchasing Alliance Company, d/b/a Omnia Partners ("Omnia Partners"); and

WHEREAS, specifically, Cintas and the University of Nebraska entered into the University of Nebraska-Cintas Master Agreement for uniform rentals under RFP No. 3702-22-4618 (the "Contract"); and

WHEREAS, the City, through Omnia Partners, may utilize the Contract to obtain its uniform needs and may utilize the direct purchase platform; and

WHEREAS, prior to doing so, the City and Cintas (collectively the "Parties" and individually a "Party") desire to amend the Agreement and the Contract upon which the Agreement is based to conform the terms therein to state and local laws and practices and to exclude alarm monitoring and related services from both the Agreement and Contract;

NOW THEREFORE, the Parties agree as follows:

1. Recitals. The recitals set forth above are declared true and correct and are hereby incorporated as part of this Addendum.
2. Amendments.
 - a. Section 2 "Dispute Resolution – Arbitration and Class Waiver" of the Agreement is deleted in its entirety.
 - b. Section 10 "Additional Items" of the Agreement shall be amended to read as follows:

10. **Additional Items**. In the event no funds are appropriated for this Agreement, Customer has the right in any given fiscal year to terminate this Agreement without penalties of any sort.
 - c. The second sentence of Section 2 "Payment" of the Contract is amended to read as follows:

Participating Public Agencies payment terms consistent with the Acceptance Agreements shall be in accordance with Chapter 2251 of the Texas Government Code.

- d. Section 4 "Term" of the Contract is amended to read as follows:

4. **Term.** The initial term of this Agreement shall commence on the Effective Date and continue for three (3) years thereafter ("Initial Term"). This Agreement may be renewed for two (2) additional one (1)-year terms (each a "Renewal Term") by mutual written agreement of the Parties. Collectively the Initial Term and Renewal Term(s) shall be referred to as the "Term."

- e. Section 7 "Termination" of the Contract is hereby amended to read as follows:

7. **Termination.** In the event that either Party commits a material breach of this Agreement and fails to remedy or cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching Party, the non-breaching Party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending written notice of termination to the other Party. Such termination shall be effective as of the date of its receipt. Additionally, Participating Public Agencies may terminate this Agreement for their convenience upon thirty (30) days' prior written notice to Supplier. Upon termination, Participating Public Agencies shall promptly pay Supplier for all fees incurred up to and including the effective date of termination, or Supplier will refund to Participating Public Agencies a prorated share of any prepaid fees. Participating Public Agencies shall be responsible for the return of all of Supplier's merchandise upon termination.

- f. Section 14 of the Contract is amended to read as follows:

14. **Disputes; Governing Law and Forum.** As pertains solely to disputes between the Participating Public Agencies and Supplier, this Agreement shall be governed by the laws of the State of Texas without giving effect to its conflicts of law provisions. Any legal actions brought by Participating Public Agencies or by Supplier shall be instituted in the state courts located in Galveston County, Texas. It is understood and agreed that any legal action by Supplier in relation to this Agreement may only be instituted in accordance with Subchapter I of Chapter 271 of the Texas Local Government Code

- g. Section 16 "Work Status Verification" and Section 18 "Taxpayer Transparency Act" of the Contract are hereby repealed in their entirety.

- h. Section 19 "Public Records" of the Contract is hereby amended to read as follows:

19. **Public Records.** Information or records of or belonging to Participating Public Agencies regarding, related to, or part of the Agreement will be open to public inspection and copying unless

exempted from disclosure in accordance with the Texas Public Information Act.

- i. Section 20 "Nondiscrimination" of the Contract is hereby amended to read as follows:

20. **Nondiscrimination.** Supplier agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant in accordance with Chapter 21 of the Texas Labor Code.

- j. The last sentence of Section 38 "Flame Resistant Garments" of the Contract is hereby repealed in its entirety.

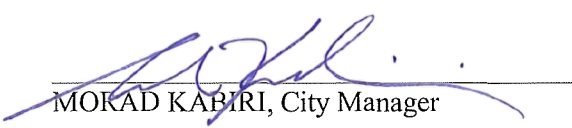
- k. The following sections and exhibits of the Contract are repealed in their entireties:

- (1) Section 40 "AED Warranty; AED Release; AED Release and Indemnification";
- (2) Section 42 "Eyewash Services";
- (3) Section 43 "Fire Services";
- (4) Section 44 "Alarm Monitoring Services";
- (5) Section 45 "Supplier not an Insurer";
- (6) Section 46 "Limitation of Liability of Supplier"; and
- (7) Exhibit "A" "Alarm Monitoring Terms and Conditions."

3. Entire Agreement. The provisions of this Addendum No. 1 and the Agreement and 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 Addendum No. 1 and/or the provisions of the Agreement or Contract, the provisions of this Addendum No. 1 shall control.
4. Interpretation. This Addendum No. 1 has been jointly negotiated by the Parties hereunder and shall not be construed against a Party hereunder because that Party may have assumed primary responsibility for the drafting of this Addendum No. 1.
5. Captions. Captions contained in the Contract, the Agreement, and this Addendum No. 1 are for reference only and, therefore, have no effect in construing the documents. The captions are not restrictive of the subject matter of any Section.
6. No Waiver. By this Addendum No. 1, 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 Addendum No. 1, the Agreement, or the Contract or any other contract or agreement or addenda, any charter, or applicable state law. Nothing contained in this Addendum No. 1, in the Agreement, or in the Contract shall be construed in any way to limit or to waive the City's governmental immunity.

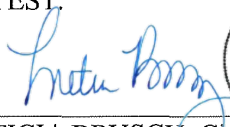
IN WITNESS WHEREOF, the Parties hereto have executed this Addendum No. 1 in multiple copies, each of which shall be deemed an original, but all of which shall constitute but one and the same addendum, this 23rd day of January 2025, the date of execution by the City Manager (the "Effective Date").

CITY OF FRIENDSWOOD, TEXAS


MORAD KABIRI, City Manager

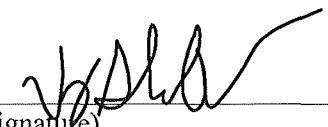
DATE: 01/23/2025

ATTEST:


LETICIA BRYSCH, City Secretary



CINTAS CORPORATION NO. 2

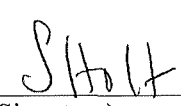

(Signature)

Virginia Schabbing
(Printed Name)

Major Account Manager
(Title)

DATE: 1/3/2025

ATTEST:


(Signature)

Sara Holt
(Printed Name)

Regional Director
(Title)

City of Friendswood - Parks & Rec

1/15/2025

Wearers	#/Wearer
10	11

Rental

	Unit	Advantages	ly Cost/Wear	Wkly Total	Yearly Spend
Shirts					
396 - Carhartt Rugged Flex Shirt	\$ 0.97	\$ 0.10	\$ 11.75	\$ 117.48	\$ 6,108.96
Pants					
74533 - Carhartt Rugged Flex Pant	\$ 1.03	\$ 0.07	\$ 5.49	\$ 54.90	\$ 2,854.80
Jackets					
376 - Carhartt Active Jacket	\$ 0.67	\$ 0.10	\$ 1.54	\$ 15.40	\$ 800.80

Facility Service Items	Unit	Quantity	Wkly Total	
3x5 Indoor Mat	\$ 2.30	12	\$ 27.60	
3x5 Outdoor Mat	\$ 2.46	10	\$ 24.62	
4x6 Outdoor Mat	\$ 2.19	19	\$ 41.69	
XL Wet Mops	\$ 2.70	2	\$ 5.39	
48" Dust Mops	\$ 3.16	2	\$ 6.33	
Shop Towels	\$ 0.09	25	\$ 2.25	
Shop Towels Auto LR	\$ 0.65	0.75	\$ 0.49	
			Weekly	Yearly
			\$ 296.14	\$ 15,399.36

City of Friendswood - Public Works

1/9/2025



<u>Wearers</u>	<u>#/Wearer</u>
40	11

Rental

	Unit	Advantages	Wkly Cost/Wearer	Wkly Total	Yearly Spend
Shirts					
23273 - Comfort Flex Pro Shirt	\$ 0.27	\$ 0.10	\$ 4.07	\$ 162.80	\$ 8,465.60
Pants					
23945 - Comfort Flex Cargo Pant	\$ 0.33	\$ 0.07	\$ 2.00	\$ 80.00	\$ 4,160.00
381 - Carhartt Jean	\$ 0.33	\$ 0.07	\$ 2.40	\$ 96.00	\$ 4,992.00
Outerwear					
912 - Coverall	\$ 0.27	\$ 0.10	\$ 0.74	\$ 1.48	\$ 76.96
Jackets					
376 - Carhartt Active Jacket	\$ 0.67	\$ 0.10	\$ 1.54	\$ 61.60	\$ 3,203.20

Facility Service Items	Unit	Quantity	Wkly Total
3x5 Mat	\$ 2.30	6	\$ 13.80
Shop Towels	\$ 0.09	300	\$ 27.00
Shop Towels Auto LR	\$ 0.65	9	\$ 5.85
			<i>Weekly</i>
			<i>Yearly</i>
			\$ 448.53 \$ 23,323.56

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: February 3, 2025

Date submitted: 06/12/2024

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

Subject: Consider authorizing the City Manager to negotiate and execute pre-event standby contracts for disaster meal catering services with SLSCO LTD., CRE8AD8, LLC, and Cole Gordon's - The Helping Hand Foundation, Inc.

Originating Department: Emergency Services Department

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This item authorizes the City Manager to negotiate and execute pre-event standby contracts for disaster meal catering services with SLSCO LTD., CRE8AD8, LLC, and Cole Gordon's - The Helping Hand Foundation, Inc. These pre-event contracts provide meal catering services for emergency responders, city staff and volunteers during emergency disaster situations.

On August 28, 2024, the Emergency Services Department, Office of Emergency Management issued Request for Proposals No. 2024-10 "Disaster Food Services -- Catering," which was published in The Reporter News on August 28th and September 4th, 2024; and as a result, four proposals were received: Jason's Deli, SLSCO LTD., CRE8AD8, LLC, and Cole Gordon's - The Helping Hand Foundation, Inc..

The proposals were opened on September 16th 2024, and after review, the selection committee recommended that the pre-event contracts for the pre-event contract for meal catering services to the top three rated vendors: SLSCO LTD., CRE8AD8, LLC, and Cole Gordon's - The Helping Hand Foundation, Inc, understanding that each event is different in size, complexity, and resource availability; therefore, the City will activate contracts based on driven needs. There is no recommendation for primary, secondary, or tertiary vendors.

The City will have access to the vendor's entire equipment and service inventory and will only be charged for the use of items when requested or ordered as a result of an emergency/disaster. FEMA requires that pre-event contracts are in place prior to an event.

There is no upfront cost for this contract to be in place. Funds would be appropriated only if a notice to proceed is issued by the City.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Providing meals to city staff and volunteers is necessary during disaster situations. These pre-event contracts for emergency response equipment and services will assist with needed services after a declared emergency or disaster. Pre-event contracts are required for FEMA reimbursement.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. RFP No. 2024-10 - Disaster Food Services-Catering



TM

**CITY OF FRIENDSWOOD, TEXAS
REQUEST FOR PROPOSAL NO. 2024-10
DISASTER FOOD SERVICES - CATERING**

PROPOSAL INFORMATION:

Issue date: Wednesday, August 28, 2024

Deadline for Questions: Thursday, September 12, 2024, at 9:00 A.M.

Closing date & time: Monday, September 16, 2024, at 9:00 A.M.

RETURN PROPOSALS TO:

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

FOR INFORMATION CONTACT:

Jeffrey R. Spears
Purchasing Coordinator
910 S. Friendswood Drive
Friendswood, Texas 77546
281-996-3274

jspears@friendswood.com

www.ci.friendswood.tx.us



CITY OF FRIENDSWOOD, TEXAS
NOTICE OF REQUEST FOR PROPOSAL NO. 2024-10
DISASTER FOOD SERVICES - CATERING

Sealed Proposals shall be submitted via one (1) electronic copy, on one (1) flash drive or CD. Each electronic copy must include the signature of a person with the authority to bind the contractor into a contract. All submitted materials must be clearly marked with "**RFP NO. 2024-10, DISASTER FOOD SERVICES - CATERING**", along with the name of the contractor and 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 **9:00 A.M., September 16, 2024**, at which time the proposals will be opened.

The City of Friendswood (the "City") reserves the right to reject any or all proposals and to waive any informality in the proposals received. The contract, if any, will be awarded to the proposer providing the best value to the City. 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.

All questions must be submitted to jspears@friendswood.com, no later than **9:00 A.M., September 12, 2024**.

For additional information, please contact Jeff Spears, Purchasing Coordinator at (281) 996-3274 or via email to jspears@friendswood.com.

/S/Leticia Brysch, City Secretary

REQUEST FOR PROPOSAL NO. 2024-10
CITY OF FRIENDSWOOD, OFFICIAL CITY NEWSPAPER
PROPOSAL SUBMISSION REQUIREMENTS

The City of Friendswood (the "City") invites the submission of proposals from qualified individuals or firms ("Proposer") interested in providing meal catering during disasters. Proposer is responsible for complying with all local, state, and federal government agencies' rules and regulations. Proposer shall provide all services needed and take all necessary steps as required by grant regulations related to this RFP.

The selected proposer will have a demonstrated record of work experience related to this effort, including, but not limited to, the following: providing meal services for 25-300 people multiple times per day for a minimum of three days.

Delivery of Proposals.

Sealed Proposals shall be submitted via one (1) electronic copy, on one (1) flash drive or CD. The proposal submission shall contain the following, in the following order:

- Completed Proposal, including:
 - the Proposer Information,
 - Proposer Responses,
 - Proposal Form, and
 - Proposal Certification
- Completed and signed Attachments, including:
 - Attachment A – Certificate of Compliance with Texas Family Code 231.006 Regarding Payment of Child Support
 - Attachment B – Federal Procurement Requirements
 - Attachment C – Certification of Compliance with Federal Standards & Requirements
 - Attachment D – Certification Regarding Lobbying (Required for each Contract Exceeding \$100,000)
 - Attachment E – City of Friendswood – Texas Procurement
 - Attachment F – Form 1295 with the Ethics Commission
 - Attachment G – Conflict of Interest Form

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

Signing Proposals. The PDF files must include the ink signature of a person with the authority to bind the respondent into a contract. All submitted materials must be enclosed into one (1) sealed envelope that is clearly marked with the following title "**RFP NO. 2024-10, DISASTER FOOD SERVICES - CATERING**" and must contain the name of the contractor.

Certified Minority Owned Business Enterprises (MBE), Women Owned Business Enterprises (WBE), Historically Underutilized Businesses (HUB), and HUD Section 3 Business Concerns are encouraged to submit.

PROPOSALS MUST BE RECEIVED BY THE CITY SECRETARY'S OFFICE OF THE CITY OF FRIENDSWOOD, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS 77546, NO LATER THAN 9:00 A.M. ON MONDAY, SEPTEMBER 16, 2024. NO PROPOSALS WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL PROPOSALS

RECEIVED AFTER THAT DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE AND WILL BE RETURNED UNOPENED. IT IS THE PROPOSER'S RESPONSIBILITY TO ENSURE THAT THE PROPOSALS ARE RECEIVED BY THE CITY SECRETARY'S OFFICE.

Opening Proposals.

Proposals will be publicly opened and read at the Friendswood City Council Chambers located at 910 S. Friendswood Drive, on **Monday, September 16, 2024, at 9:00 a.m.**

Right to Reject Proposals/Waive Irregularities. The City reserves the right to reject any or all proposals and waive any or all irregularities or to proceed otherwise when in the best interest of the City.

Length of Proposal. Proposals shall be valid for a period of ninety (90) days from the date proposals are opened and read, and for the duration of the contract term and any renewals thereof.

Withdrawal of Proposal.

A proposer may withdraw the proposal providing the request, in writing, is in the hands of the Purchasing Coordinator by the time set for opening proposals. When such proposal is reached, it will be returned unopened to the proposal.

Proposal Guarantee.

No proposal shall be considered unless accompanied by a proposal bond, certified check, or cashier's check of the character and amount stated in the Notice of Request For Proposal. All forms of guarantee shall be made payable to "City of Friendswood." The proposal guarantee of unsuccessful proposers will be returned following action by the City on the award of the contract and to the successful proposer within 48 hours following execution of contract and bonds, as required. In case the successful b fails to file such contract and bonds, the amount of the proposal guarantee shall be forfeited to the City of Friendswood as liquidated damages.

Proposers' Responsibility.

Proposers are required to inform themselves of the conditions under which the work is to be performed and all other factor that might affect the manner or method of work. The City does not make any representations as to the conditions under which the work is to be performed. Any information provided by the City, including, but not limited to geotechnical information, shall be for the Proposers' convenience only and the City does not guarantee the accuracy or correctness of any information so provided. The Proposer, if awarded the contract, shall not be allowed any extra compensation by reason of any conditions under which the work is to be performed or any other factor that might affect the manner or method of work. Proposers are also required to verify proposal quantities and notify the Purchasing Coordinator in writing of any discrepancies.

Award of Contract.

Before award of any contract can be approved, the City of Friendswood shall be satisfied that the proposer involved: (1) maintains a permanent place of business; (2) has adequate plant and equipment to do the work properly and expeditiously; (3) has a suitable financial status to meet obligations incident to the work; (4) has appropriate technical experience, (5) can submit a satisfactory performance record, and (6) consistently maintains experienced on-site supervisory staff during construction. The award, if made, will be made to the proposer providing the best value to the City as determined by the City Council.

Execution of Contract Documents.

The Contractor shall complete execution of contract documents, including all bonds and insurance, within 15 days after the award of contract by the City Council.

Execution of Bonds.

The Contractor will be required to execute performance and payment bonds, the amount of each not to be less than the contract price, with good and sufficient sureties on a form satisfactory to the City. The surety must designate an agent resident in Harris or Galveston County to whom notice may be delivered and service of process may be had. The surety company must be authorized and admitted to write surety bonds in the State of Texas. If the amount of the bond exceeds \$100,000 the surety must:

- ❑ hold a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or
- ❑ have obtained reinsurance of any liability in excess of \$100,000 from a re-insurer that is authorized and admitted as a re-insurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of Treasury to qualify as a surety as re-insurer on obligations permitted under federal laws.

Commencement of Work.

After contract documents and performance and payment bonds have been executed by all concerned parties, the City shall issue a notice to proceed to the Contractor stating the effective date to begin work.

Equal Opportunity Employment.

All qualified applicants of a contractor or subcontractor will receive consideration of employment without regard to race, color, religion, sex, age, handicap or national origin. Proposers on this work will be required to comply with the President's Executive Order No. 11246, as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

Sales Tax Exemption.

The City is exempt from Texas sales and use tax as a political subdivision pursuant to Texas Tax Code §151.309. The City shall provide Contractor with a completed Texas Sales and Use Tax Exemption Certification as evidence of the applicability of such exemption and accordingly, Contractor shall not collect Texas sales and use taxes from the City with respect to this contract. Contractor and all subcontractors to Contractor shall issue a Texas Sales and Use Tax Exemption Certification with respect to, and shall not pay Texas sales and use taxes on, all purchases of the following items that are exempt from Texas sales and use taxes pursuant to Texas Tax Code §151.311: (i) tangible personal property that will be incorporated into the City's realty; (ii) tangible personal property that is necessary and essential for the performance of this contract and is consumed entirely on the job site; and (iii) taxable services for use in the performance of this contract that are performed at the job site and are either integral to the performance of this contract or expressly required to be provided by this contract. In addition, Contractor and all subcontractors to Contractor (i) shall not include any provisions for Texas sales and use taxes with respect to such exempt items in any proposal or contract amount, and (ii) shall pass on to the City cost savings due to the exempt status of such exempt items. Contractor's contracts with all subcontractors to Contractor shall include the foregoing provisions regarding the exemption of Texas sales and use taxes.

**REQUEST FOR PROPOSAL NO. 2024-10
CITY OF FRIENDSWOOD
DISASTER FOOD SERVICES - CATERING**

PROPOSER INFORMATION

1. Full Name of Applicant: _____
2. Name of Company: _____
3. Business Address: _____
City: _____ State: _____ Zip: _____
4. Primary Phone: _____ Secondary Phone: _____
5. Email Address: _____ Website: _____
6. SAM Unique Entity ID: _____

PROPOSER RESPONSES

7. Business Structure: (Check one, as applicable)
☐ Sole Proprietorship
☐ Partnership or Limited Partnership
List or Attach Partners:
☐ Limited Liability Company
List or Attach Members:
☐ Corporation
8. Identity of the project manager who will be assigned to this Project if awarded?

9. How many years has your company been providing disaster food services?

10. Does your company have experience with government contracts and federal requirements contained in 2 C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II.?

☐ Yes ☐ No
11. Please include the names and telephone numbers of persons whom the City can contact for references regarding your company's past performance on similar projects

PROPOSAL FORM

Please use the forms below or include equivalent pricing and fees breakdown in your submittal. Note that pricing breakdown to include profit, must be included as a part of the proposal. Work performed under the contract would simply be charged at the proposed hourly rate (no breakdown), but again, the breakdown must be included due to 2 CFR 200.324(b). "Cost plus percentage of cost" type proposals are prohibited.

Company Name: _____

City of Friendswood RFP #: 2024-10

All work to be performed as described herein and comply with
all requirements as part of the Disaster Food Services - Catering RFP.
Quantity numbers provided may not represent actual quantities.
Quantities are estimated for unit rate evaluation purposes only.

Unit Cost Proposal

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE/PERSON	EXTENSION
Bid Item A: Breakfast					
A-001	Breakfast 25	meal	25		\$ -
A-002	Breakfast 300	meal	300		\$ -
Bid Item B: Lunch					
B-001	Lunch 25	meal	25		\$ -
B-002	Lunch 300	meal	300		\$ -
Bid Item C: Dinner					
C-001	Dinner 25	meal	25		\$ -
C-002	Dinner 300	meal	300		\$ -
Bid Item D: Midnight Meal					
D-001	Midnight Meal 25	meal	25		\$ -
D-002	Midnight Meal 100	meal	100		\$ -

PROPOSAL CERTIFICATION

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

1. Proposer will be able and willing to provide services as described in this RFP in compliance with all terms and conditions herein;
2. If Proposer is a corporation, Proposer 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. Proposer will be able and willing to comply with the insurance, indemnification , and federal requirements set out in this RFP;
4. All statements made in this Proposal submission are true and correct and Proposer understands that any false statements or failure to disclose required information may result in disqualification of this Proposal from consideration.

Proposer Name: _____

By: _____
(Signature) (Date)

Printed Name: _____

Title: _____

BID SPECIFICATIONS

The city requires the expertise of a vendor to provide appetizing, nutritional, and well-balanced hot and cold meals at four (4) designated times a day throughout a 24-hour period during times of emergency or disaster. This service shall continue to serve up to four (4) meals per day, per emergency worker, seven (7) days a week, per the hours of operation until such time the operation is no longer necessary as deemed by the City.

1. The vendor is responsible for:
 - a. Ingredients, storage, handling, processing, packaging, preparation, staging, and clean-up before and after each meal.
 - b. Kitchen equipment, staff and management, to cater 25 to 300 meals per mealtime and oversee all related activities.
 - c. Sanitation equipment and supplies for the food preparation and food service areas.
 - d. Sample menus that are representative of meals to be served. Additional menus may be requested at time of standby notice.
 - e. Plan for restocking supplies from outside the immediate area, as local suppliers may be closed due to the disaster. Submit plan with your proposal.
 - f. Any additional equipment, personnel, staff, or resources to fulfill the contract.
 - g. Accurate invoices submitted to the City, at the minimum, every two days. The invoice must itemize the actual meal count and reflect the firm fixed contract price per meal.
 - h. Providing emergency contact information, to include cellular phone numbers, of key personnel, including, but not limited to: onsite Supervisor and Contract Manager.
2. The City is responsible for:
 - a. Facilities to prepare and serve meals (as available)
 - b. Facilities to house the contractor and staff (as available)
 - c. Security, if needed.
 - d. Estimated count for all meals to be provided at the site
 - e. Written, twenty-four (24) hour notice to shut down operations.
3. Specifications
 - a. Mealtimes (may vary upon agreement of City and Contractor during contract activation):
 - i. Breakfast: 6:00 a.m. – 8:00 a.m.
 - ii. Lunch: 11:00 a.m. – 1:00 a.m.
 - iii. Dinner: 5:00 p.m. – 7:00 p.m.
 - iv. Midnight Meal 11:00 p.m. – 1:00 a.m.
 - b. Meal incidentals, to include, but not limited to:
 - i. Condiments relevant to the meal period provided,
 - ii. Serving items: such as disposable plates, utensils, napkins,
 - iii. Selection of cold beverages and cups,
 - iv. Selection of hot beverages and cups, and
 - v. Other meal related items.
 - c. Sanitation
 - i. Contractor shall comply with all applicable federal, state, and county health and safety codes related to health and food service preparation.

- ii. All areas in which the contractor operates shall be cleaned and sanitized on a regular basis per standard operating procedures.
 - iii. Contractor shall require staff to observe proper hygiene and appropriate dress while catering/serving the City.
 - d. Training
 - i. Culinary staff shall be competent and able to manage and supervise the preparation of all meals.
 - ii. All staff that are involved with food preparation will have food handler's training and certification(s).
 - e. Documentation
 - i. Contractor shall maintain documentation for any and all billed items.
4. State and Federal Requirements. The Contractor must comply with all applicable state and federal requirements, including those specified in Attachments A – G and submit executed copies as required in the RFP.

SELECTION PROCESS

The contract shall be awarded to the responsible offeror(s) whose proposal is determined to be the most advantageous to the municipality considering the relative importance of price and the other evaluation factors included in the request for proposal.

From a review of the proposals received, the City intends to select an individual or firm with whom it shall attempt to negotiate a contract. The City may choose to establish a shortlist of firms and interview those firms. If the City chooses to interview a firm, the firm will receive notification by mail or email of the date and time of the interview. The City may choose to award to more than one firm or individual if it is in the best interest of the City.

Certified Minority Owned Business Enterprises (MBE), Women Owned Business Enterprises (WBE), and Historically Underutilized Businesses (HUB) are encouraged to submit proposals.

EVALUATION CRITERIA

The criteria used to evaluate the RFP will include, but not be limited to, the following (items listed below are not listed in order of importance):

- **Qualifications.** Qualifications of individual or firm in executing similar projects, qualifications related to collaborating with partners. (20 points)
- **Experience on Similar Projects** (emphasis on last 10 years). Related project experience as well as completed and ongoing projects of the firm and the individuals who would be assigned to this project. (25 points)
- **Project Methodology.** This criterion would include personnel, resources, and methodologies commonly used by the individual or firm that may be applicable to the project categories. (20 points)
- **Pricing and Fees.** (25 points)
- **References.** (10 points)

**ATTACHMENT A – CERTIFICATE OF COMPLIANCE WITH TEXAS FAMILY CODE 231.006 REGARDING
PAYMENT OF CHILD SUPPORT**

**CERTIFICATE OF COMPLIANCE WITH TEXAS FAMILY CODE 231.006 REGARDING PAYMENT OF CHILD
SUPPORT**

Pursuant to 231.006, Texas Family Code, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials or services.

The undersigned authorized representative of the respondent hereby certifies that the individual or business entity named in the submittal is not ineligible to receive payments based on Texas Family Code 231.006 and acknowledges that a contract may be terminated and payment may be withheld if this certification is not true and accurate.

Print Name and Title of Contractor's Authorized Official

Signature of Contractor's Authorized Official

Date

FEDERAL PROCUREMENT REQUIREMENTS

The following are required Federal Clauses that shall be returned with the submittal and are part of the contract documents herein.

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. 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.

CONTENTS

1. Access to Records
2. Affirmative Socioeconomic Steps
3. Byrd Anti-Lobbying Amendment
4. Clean Air Act & Federal Water Pollution Control Act
5. Compliance with Federal Law, Regulations, and Executive Orders
6. Contract Work Hours and Safety Standards Act
7. Debarment and Suspension
8. Department of Housing and Urban Development
9. Domestic Preferences for Procurement
10. Energy Efficiency
11. Hold Harmless Agreement
12. No Obligation by Federal Government
13. Potential Conflicts of Interest
14. Procurement of Recovered Materials
15. Program Fraud and False or Fraudulent Statements or Related Acts
16. Prohibition on Contracting
17. Termination for Cause & Convenience
18. Whistleblower Protection Act
19. Equal Employment Opportunity
20. Davis-Bacon Act & Copeland "Anti-Kickback" Act

1. ACCESS TO RECORDS (Disaster Recovery Reform Act of 2018)

The following access to records requirements apply to this contract:

1. The Contractor agrees to provide the City of Friendswood, the State of Texas, the HUD Secretary, 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 HUD Secretary or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, 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 HUD Secretary or the Comptroller General of the United States.

2. AFFIRMATIVE SOCIOECONOMIC STEPS

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.

These affirmative steps shall include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. 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;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- E. 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.

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/>.

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/>

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 AMENDMENT 31 U.S.C. § 1352 (as amended)

Contractors who apply or propose 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

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. 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](#).
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

Federal Water Pollution Control Act

1. 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.
2. 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](#).
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

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

This is an acknowledgement that HUD 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, HUD policies, procedures, and directives.

6. 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.

- (1) *Overtime Requirements* – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) 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 (1) of this section, in the sum of \$10 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 (1) of this section.
- (3) *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 (2) of this section.

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

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

- (1) 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.
- (2) 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.

7. DEBARMENT AND SUSPENSION

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by 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.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SEAL, LOGO, AND FLAGS

The contractor shall not use the Department of Housing and Urban Development (HUD) seal(s), logos, crests, or reproductions of flags or likenesses of HUD agency officials without specific HUD pre-approval. The contractor shall include this provision in any subcontracts.

9. 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.

10. ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 C.F.R. 200 APPENDIX II (H))

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.

11. 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.

12. 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.

13. 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.

14. 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—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. 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.

15. 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.

16. 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.

17. TERMINATION FOR CAUSE & CONVENIENCE (2 C.F.R. Appendix II to Part 200 (A) and (B))

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.

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.

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.

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.

18. WHISTLEBLOWER PROTECTION ACT

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.

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.

19. EQUAL EMPLOYMENT OPPORTUNITY (29 CFR Part 1630, 41 CFR Parts 60 et seq.)

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

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

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

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

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

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

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

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

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

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

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

20. DAVIS-BACON ACT (40 U.S.C. 3141-3148) & COPELAND “ANTI-KICKBACK” ACT

When required by federal program legislation, 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 (29 CFR 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 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. 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 (29 CFR 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 non-federal entity must report all suspected or reported violations to the federal awarding agency.

ATTACHMENT C – CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

The undersigned [Contractor] certifies, to the best of his or her knowledge that Contractor company or legal entity understands and is in compliance with the applicable federal standards and regulatory requirements, including but not limited to those specified in Title 2 Code of Federal Regulations 200.326 and 2 C.F.R. 200 Appendix II, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and those listed herein, and agrees to pass through these requirements to its subcontractors and third-party contractors who will perform work on or are relevant to this contract, as applicable. **Contractor must initial by each regulatory requirement and sign below.**

- _____ 1 Access to Records
- _____ 2 Affirmative Socioeconomic Steps
- _____ 3 Byrd Anti-Lobbying Agreement
- _____ 4 Clean Air Act & Federal Water Pollution Control Act
- _____ 5 Compliance with Federal Law, Regulations, and Executive Orders
- _____ 6 Contract Work Hours and Safety Standards Act
- _____ 7 Debarment and Suspension
- _____ 8 Department of Housing and Urban Development Seal, Logo, and Flags
- _____ 9 Domestic Preferences for Procurement
- _____ 10 Energy Efficiency
- _____ 11 Hold Harmless Agreement
- _____ 12 No Obligation by Federal Government
- _____ 13 Potential Conflicts of Interest
- _____ 14 Procurement of Recovered Materials
- _____ 15 Program Fraud and False or Fraudulent Statements or Related Acts
- _____ 16 Prohibition on Contracting for Covered Telecommunications Equipment or Services
- _____ 17 Termination for Cause & Convenience
- _____ 18 Whistleblower Protection Act
- _____ 19 Equal Employment Opportunity
- _____ 20 Davis-Bacon Act & Copeland “Anti-Kickback” Act

If requested by City of Friendswood and/or the Subrecipient, Contractor agrees to provide their policy and/or documentation verifying compliance with each of the above listed regulatory requirements.

Print Name and Title of Contractor’s Authorized Official

Signature of Contractor’s Authorized Official

Date

ATTACHMENT D – CERTIFICATION REGARDING LOBBYING (REQUIRED FOR EACH CONTRACT EXCEEDING \$100,000)

CERTIFICATION REGARDING LOBBYING (REQUIRED FOR EACH CONTRACT EXCEEDING \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

Contractors are required to complete **Form SF-LLL - Disclosure of Lobbying Activities** to disclose lobbying activities pursuant to 31 U.S.C. 1352.

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

Print Name and Title of Contractor's Authorized Official

Signature of Contractor's Authorized Official

Date

CERTIFICATION REGARDING LOBBYING

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 For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee _____ Tier If Known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: _____		7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> _____
8. Federal Action Number, if known: _____		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____		b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by 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 _____ Print Name _____ Title _____ Telephone No. _____ Date: _____
Federal Use Only		Authorized _____ for _____ Local _____ Standard Form – LLL (Rev. 7-97) Reproduction



City of Friendswood

TEXAS GOVERNMENT CODE VERIFICATIONS

(for Companies with 10 or more full-time employees entering into a contract with a value of \$100,000 or more)

Pursuant to the Texas Government Code, I, _____, the undersigned representative of _____ (Company Name), do hereby verify the following for and on behalf of the above-referenced company (the "Company"):

- a. the Company does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Friendswood;
- b. the Company does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the City of Friendswood; and
- c. the Company does 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 of the contract against a firearm entity or firearm trade association.

In making this verification, I understand that the following definitions apply:

1. "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.
2. "Boycott energy company" means, 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 Paragraph (a).
3. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
 - a. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - b. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - c. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
 but does not include:
 - a. 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
 - b. 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:
 - (1) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
 - (2) 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.

EXECUTED this the _____ day of _____, 20____.

Company Name

Signature

Printed Name/Title

STATE OF TEXAS
COUNTY OF HARRIS

§
§

Before me, _____, the undersigned notary public, on this day personally appeared _____, the _____ (Title) of _____ (Company Name), known to me to be the person whose name is subscribed to the foregoing instrument, who after by me being duly sworn, did swear and affirm that the above is true and correct.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public in and for the State of Texas

FORM 1295

Per State Law a contract, agreement or purchase that is taken before the City Council for approval must have a 1295 form and Verification form. This form is considered the "Disclosure of Interested. Parties" form that was promulgated by the Texas Ethics Commission. Below are some frequently asked questions and tips to completing this required form.

Where and how can I get a 1295 Form?

The 1295 form filing begins on the Texas Ethics Commission website: <https://www.ethics.state.tx.us/filinginfo/1295/>

To use the electronic filing application, you will need to setup a filer ID/account – if you are not yet setup with a user account for your company, you will need to register at the following link:

<https://www.ethics.state.tx.us/TECCertInt/pages/home/register.jsf>

If your company already has a filer login, please go the login page to begin the process:

<https://www.ethics.state.tx.us/TECCertInt/pages/login/certLogin.jsf>

For step-by-step process for creating a certificate, the Ethics Commission has created a how to video that can be accessed at the following in:

<https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html>

Please note that the 1295 form must be created in the Ethics Commission website. You must completely fill out the form within the program, as it relates to item #3, the City of Friendswood may not have a specific contract number associated with your item; therefore, please include the name of this proposal: REQUEST FOR PROPOSAL NO. 2024-10, CITY OF FRIENDSWOOD, OFFICIAL CITY NEWSPAPER.

Once the form is completed, you will need to print the form, complete the bottom portion of the form completely, sign and return the form to the City – once the Council approves the item, the City is responsible for closing out the 1295 form in the Ethics Commission site.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																			
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY																																			
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File																																			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																					
3 Provide the identification number used by the governmental entity or state agency to track and identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 40%;">4 Name of Interested Party</th> <th rowspan="2" style="width: 20%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 40%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 20%;">Controlling</th> <th style="width: 20%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																												
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		Controlling	Intermediary																																		
5 Check only if there is no Interested Party. ☐																																					
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. _____ (month) (year) Signature of authorized agent of contracting business entity (Declarant)																																					
ADD ADDITIONAL PAGES AS NECESSARY																																					

Form provided by Texas Ethics Commission
 www.ethics.state.tx.us
 Revised 12/22/2017

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. _____ Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 _____ Signature of vendor doing business with the governmental entity _____ Date		

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: February 3, 2025

Date submitted: 07/05/2024

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

Subject: Consider authorizing a Professional Services Agreement with Garver Engineering for implementation services related to the City's New Ground Storage Tank at Groundwater Plant 4 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 New Ground Storage Tank at Groundwater Plant 4 Project is a key component of the City's Capital Improvement Plan to enhance water infrastructure. The project involves the design, construction, and implementation of a new ground storage tank, with a capacity of up to 1.0 million gallons, to expand storage capacity and ensure system reliability. Additionally, the project includes yard piping improvements to integrate the new tank with existing infrastructure.

Garver Engineering was selected through a competitive Request for Qualifications (RFQ) process based on its extensive experience and expertise in water infrastructure projects. Its selection ensures that the project will be executed in compliance with applicable federal and state regulations associated with the Texas CDBG-MIT MOD Program.

Garver Engineering will provide comprehensive professional services, including:

- Preliminary engineering and 30% conceptual design.
- Detailed design, permitting, and construction documentation.
- Assistance during the bidding phase, including preparation of bid documents and contractor evaluations.
- Construction phase services, including oversight and quality control.

This project is funded through the Texas CDBG-MIT MOD Program grant, and Garver Engineering's services will be provided at a lump-sum amount of \$298,614, as detailed in the proposed agreement.

Upon approval, the City will execute the agreement and issue a notice to proceed to Garver Engineering.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Standard Agreement for Professional Services - Garver
2. Certificate of Insurance Exp 07-01-2025
3. Form 1295 Certificate - Garver
4. Government Code Verifications Form_

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 Garver, LLC, an Arkansas 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. Wade P. Parks, 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 Ground Storage Tank at Groundwater Plant 4 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 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 NINETY-EIGHT THOUSAND SIX HUNDRED FOURTEEN AND NO/100 DOLLARS (\$298,614.00) as 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 for this Project
 - Coverage shall continue for a minimum of two (2) years after the Professional's

services 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 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.
- 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:

Garver, LLC
1214 Wickchester, Suite 200
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 and/or time of performance, 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. In the event of a conflict between the terms of this Agreement and any exhibit attached hereto, the terms of this Agreement shall prevail and control.

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 to Follow]

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:
GARVER, LLC

MORAD KABIRI, City Manager

BY: _____
(Signature)

Randall G. McIntyre
(Printed Name)

Vice President
(Title)

Digitally signed by Randall
G. McIntyre
Contact Info:
rgmcintyre@garverusa.com
Date: 2025.01.20
08:14:51-06'00'

DATE: _____

DATE: January 20, 2025

ATTEST:

ATTEST:

LETICIA BRYSCH, City Secretary

Wade Parks
(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Exhibit "A"

SCOPE OF WORK

A. PROJECT INFORMATION

The City developed in July 2022 a Capital Improvement Plan that identifies projects to rehabilitate and improve existing water facilities and improve customer water quality. The City selected the Professional to provide professional engineering services for the planning, design and construction phase services for the Ground Storage Tank at Groundwater Plant 4 ("Project").

The project is also outlined as "Project 13 – New GST at WP No. 4" and will include a new 1.0 million gallon ground storage tank and yard piping improvements. The new GST is to provide additional equalization storage from the existing 0.5 million gallon storage to 1.5 million gallon storage at Water Plant 4. The yard piping improvements will be focused on conveying water to the new GST and connecting to the new 16-inch water transmission line along the northwest edge of the property.

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 Engineering & 30% Conceptual Design

(1) Project Administration.

(a) Attend one kick-off meeting to discuss project objectives, internal and external team, lines of communication, and schedule.

(b) Prepare and facilitate monthly progress meetings during the Design phase with the City in addition to the other outlined meetings and workshops to maintain coordination, timeliness, and budget compliance.

(c) Prepare a Project Management Plan (PMP) and Quality Control/Assurance Plan. These plans will be available to share with the City.

(d) Prepare and provide monthly progress/status reports with updated schedule sufficient to support monthly billings. Status reports will be submitted with invoices and project updates. Invoicing will be based on grant milestones.

(2) Conduct a site visit of the planned water plant improvements.

(3) Document and submit a Draft Technical Memorandum (TM) in electronic format (PDF). The following items will be included in the TM:

(a) Existing conditions assessment,

(b) Alternatives evaluation for GST and yard piping,

(c) Alternatives evaluation for onsite bathroom and operator staging building,

- (d) List of technical specifications,
 - (e) 30% Conceptual Drawings. Drawings will be based on previous record drawings, aerials, and best available information. Drawings will include cover sheet, sheet list, process flow diagram, preliminary P&IDs, existing conditions plan view, and proposed conditions plan view. An electrical one-line diagram will be included. Architectural, building mechanical and structural drawings will not be included, and
 - (f) Prepare an AACE Class 5 construction cost estimate.
- (4) Incorporate comments from the City and prepare and submit Final TM to City.
 - (5) Conduct QA/QC of TM based on the Project Management Plan.

The Professional's services under this Preliminary Engineering & 30% Conceptual Design Phase will be considered complete on the date when the final copies of the revised Draft Technical Memorandum (TM) has been delivered to and accepted by the City.

b. Task 2: Detailed Design

- (1) Project Administration
 - (a) Prepare and facilitate monthly progress meetings during the Detailed Design Phase with the City in addition to the other outlined meetings and workshops to maintain coordination, timeliness, and budget compliance.
 - (b) Prepare and provide monthly progress/status reports with updated schedule sufficient to support monthly billings. Status reports will be submitted with invoices and project updates. Invoicing will be based on grant milestones.
- (2) Data Collection and Field Investigation
 - (a) Survey: The Professional is to provide survey through use of sub-contractor. Survey work will include:
 - Establish survey controls
 - Provide topographic site survey at Water Plant No. 4.
 - (b) Geotechnical Investigation: The Professional shall provide geotechnical investigation to support construction of GST.

- (3) Detailed Design Services
 - (a) 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.
 - (b) 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.
 - (c) 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) 90% Design Deliverable
 - (a) Prepare 90% design drawings for one construction package.
 - Incorporate or resolve comments from the 30% Design Review Workshop.
 - (b) Prepare a Project Manual with requisite technical specifications, front ends, draft bid item description narrative, and bid item schedule.
 - Utilize the City's Front-End documents in preparation of the construction package.
 - (c) Prepare an AACE Class 3 construction cost opinion.
 - (d) Conduct QA/QC of 90% Design based on the Project Management Plan.
 - (e) Facilitate 90% Design Review Workshop with City.
 - (f) Submit 90% Design documents to City and TCEQ for Plan Review.
- (5) 100% Design Deliverable
 - (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.

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: Bidding Phase Services

The Professional shall:

- (1) Project Administration
 - (a) Prepare and facilitate monthly progress meetings during the bid phase with the City in addition to the other outlined meetings and workshops to maintain coordination, timeliness, and budget compliance.
 - (b) Prepare and provide monthly progress/status reports with updated schedule sufficient to support monthly billings. Status reports will be submitted with invoices and project updates. Invoicing will be based on grant milestones.
- (2) 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.
- (3) Disperse construction contract documents to prospective bidders.
- (4) Answer questions and issue addenda as appropriate to clarify, correct, or change the bidding documents.
- (5) Participate in pre-bid meeting(s).
 - City to send electronic copies of documents from the bid opening.
- (6) Prepare bid tabulation.
- (7) Evaluate bids and bidders' qualifications and submit recommendation to City.

- (8) Assist in connection with bid protests, rebidding, or re-negotiating contracts for construction, materials, equipment, or services.
- (9) 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 preliminary engineering TM, 30% drawings, list of specifications and the Professional's opinion of probable construction costs ("OPCC").
- (2) Electronic copy (pdf) of the 90% drawings and specifications with OPCC.
- (3) Electronic copy (pdf) of the 100% Design submittal specifications with OPCC.
- (4) Electronic copy (pdf) and two bound hard copies of the Final Plans (24" x 36") and Specifications to the Construction Contractor.
- (5) Two hard copies of executed contract documents.
- (6) Electronic copy (pdf) of approved shop drawings/submittals from the Construction Contractor.
- (7) 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. Preparation of a Storm Water Pollution Prevention Plan ("SWPPP");
- b. Redesign for the City's convenience after previous alternate direction and/or approval;
- c. Pavement Design beyond that furnished in the Geotechnical Report;
- d. Design of any utility's relocation other than water and sanitary sewer;
- e. Street lighting or other electrical design beyond that required for street crossings;
- f. Construction materials testing;
- g. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items;
- h. Threatened & Endangered Species Assessment;
- i. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR;
- j. Services after construction, such as warranty follow-up, operations support, etc.; and
- k. Structural design for above-grade crossings.

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 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.

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.

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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:  454272FE1D080466		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, if known: 	9. Award Amount, if known: \$ _____	
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

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of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.

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

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

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

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

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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.*

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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.

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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

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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.

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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 Engineering & 30% Conceptual Design		90
Kickoff Meeting	14 days from NTP	
Deliver DRAFT Technical Memorandum	60 days from receipt of final data from Kickoff Meeting	
Deliver FINAL Technical Memorandum	30 days after receipt of City comments from Draft Technical Memorandum	
Task 2: Detailed Design		200
Deliver 90% Design Documents	60 days from receipt of Topographic Survey and Geotechnical Report	
90% Design Workshop	14 days after delivery of 90% Design Construction Documents	
Submit Bid-Ready Design Documents and Permitting	30 days from 90% Design Workshop	
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, including all reimbursable expenses, shall be provided at a lump sum fee of TWO HUNDRED NINETY-EIGHT THOUSAND SIX HUNDRED FOURTEEN AND NO/100 DOLLARS (\$298,614.00).

Basic Services	Lump Sum Amount
TASK 1 - Preliminary Engineering & 30% Conceptual Design (0-30%)	\$ 89,584.20
TASK 2 - Detailed Design (30-60%)	\$ 89,584.20
TASK 3 - Bidding Phase Services (60-70%)	\$ 29,861.40
TASK 4 - Construction Phase Services (70-100%)	\$ 89,584.20
Total Lump Sum for Basic Services	\$ 298,614.00

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.

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: February 3, 2025

Date submitted: 01/17/2025

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

Subject: Consider authorizing an agreement with Westbrook Contractors LLC for the Deepwood Flood Control Project.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Deepwood Flood Control Project, located along Deepwood Drive and Clear Creek, is designed to mitigate flood risks by improving conveyance within the floodway. This project involves clearing trees and other obstructions to enhance stormwater flow and reduce flooding impacts. It is a key component of the City's broader flood mitigation efforts and is funded through the Community Development Block Grant - Disaster Recovery (CDBG-DR) Program.

A public bid solicitation was conducted in compliance with federal procurement guidelines. One bid was received, reviewed, and deemed compliant with the project's scope and budget.

The project is fully funded by the CDBG-DR Program.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 00230 - Standard Agreement for Contracting Services - Westbrook
2. Recommendation Letter - 5Engineering
3. Bid 2024-16 Bid Tabulation - 5E
4. 00285 - Performance Bond
5. 00290 - Payment Bond
6. Certificate of Insurance Exp 06-07-2025
7. Government Code Verifications Form
8. Form 1295 - Westbrook

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

**STANDARD AGREEMENT FOR
CONTRACTING SERVICES**

THIS AGREEMENT, entered into as of this 3rd day of February, 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 Westbrook Contractors, LLC, 4216 Tawakon Drive, Pearland, TX 77584 (hereinafter called the "CONTRACTOR") acting herein by Kyle Oliver, Owner 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:

DEEPWOOD FLOOD CONTROL PROJECT

- 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:

DEEPWOOD FLOOD CONTROL PROJECT

ARTICLE II: DESIGN PROFESSIONAL

- 2.1 The Project has been designed by 5ENGINEERING, LLC, 11200 Westheimer Road, Suite 353, Houston, TX 77042, 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 NINETY (90) 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 NINETY (90) 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 Hundred Eighty-Three Thousand Dollars and No Cents (\$183,000.00).
- 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 unterminated 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:
Westbrook Contractors, LLC
4216 Tawakon Drive
Pearland, TX 77584

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 Kyle Oliver, its Owner, shown below, and on behalf of the City by Mike Foreman, its Mayor, thereto duly authorized this 3rd day of February, 2025.

ACCEPTED:

PROPOSED AND AGREED TO:

CITY:

CONTRACTOR:

CITY OF FRIENDSWOOD, TEXAS

WESTBROOK CONTRACTORS, LLC

MAYOR

BY: 
OWNER

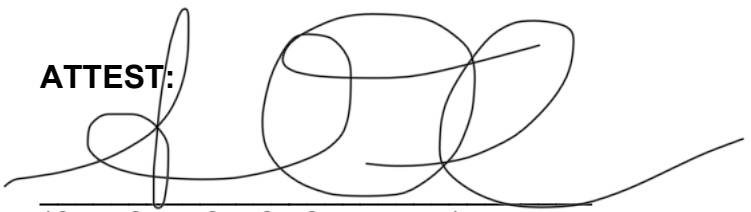
DATE: _____

DATE: 1/30/2025

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, Westbrook Contract 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

Kyle Oliver
Name and Title of Contractor's Authorized Official

1/30/25
Date



11200 Westheimer Rd #353, Houston, TX 77042 | 832-800-3483 | Recomm Award Letter_Deepwood

January 22, 2025

Jildardo Arias, PE
Director of Engineering
City of Friendswood
15355 Blackhawk Blvd.
Friendswood, TX 77546

**REF: Construction Contract Award Recommendation
Deepwood Flood Control Project
Bid No. 2024-16
5engineering Job No. 0101-002**

Dear Mr. Arias:

5engineering, LLC (5e) has evaluated one (1) bid received on January 16, 2025, for the above referenced project consisting of flood mitigation improvements along Clear Creek near Deepwood Drive.

We have prepared a bid tabulation including a comparison with the Engineer's Estimate (spreadsheets attached). We did not find any mathematical errors in the bid proposals.

The single bid of \$183,000.00 was submitted by Westbrook Contractors LLC. The engineer's estimate was \$130,800.00. Our follow-up market research indicates that in the last year construction prices for materials are volatile. These market conditions have led to a higher than estimated construction cost. We do not anticipate these market conditions to change or reverse in the short term as overall construction costs have consistently increased since 2020.

Westbrook Contractors LLC has experience with recent projects that include similar type of work. We recommend that the City of Friendswood award the contract to Westbrook Contractors LLC based on their bid submittal of \$183,000.00.

Should you have any questions or comments, please feel free to call me at 832-800-3483 (Ext. 102) or email me at liz@5engineering.com.

Sincerely,

A handwritten signature in blue ink that reads 'Elizabeth Parent'.

**Elizabeth O. Parent, P.E.
Principal**

Attachment(s): Bid Tabulation



Bid Tabulation
Deepwood Flood Control Project
Bid No. 2024-16
City of Friendswood

BASE BID

Item No.	Description of Item	Qty.	Unit	Westbrook Contractors LLC		Engineer's Estimate	
				Unit Bid Price	Total Amount	Unit Bid Price	Total Amount
1	Mobilization, Permits and General Requirements: Furnish all labor, materials, equipment, and incidentals required for the Contractor to mobilize and demobilize, including all costs for Contractor's insurances and bonds, construction permits and fees, general requirements	1	LS	\$18,300.00	\$18,300.00	\$19,500.00	\$19,500.00
2	Clearing and Grubbing: Furnish all labor, materials, equipment, and incidentals required for the Contractor to Clear and Grub the site, per the specifications and	1	LS	\$164,700.00	\$164,700.00	\$111,300.00	\$111,300.00
TOTAL =					\$183,000.00		\$130,800.00

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: February 3, 2025

Date submitted: 01/15/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing the First Amendment to the Policy Accreditation Services Agreement with John J. Silva for continued consulting services related to the Friendswood Police Department's recognition as a Texas Best Practice Law Enforcement Agency.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City and law enforcement consultant John J. Silva entered into a Policy Accreditation Services Agreement on April 25, 2024, (the "Agreement") in the amount of \$45,000 for professional consulting services in order for the Friendswood Police Department (the "Department") to be recognized as a Texas Best Practice Law Enforcement Agency. In the FY2025 budget, additional funding was allocated funding to support the Police Policy Accreditation Program. The budget planning documents included funding for an Annual Subscription with Lexipol, as well as the costs associated with full implementation services, which would have involved Lexipol performing the policy cross-referencing work. However, the City desires to shift its approach. With the invaluable assistance of Mr. John Silva, the City will conduct a comprehensive review of all policies and manage the implementation process in-house. This change not only will allow for a more thorough review but also will foster greater internal engagement and alignment with the goals of the Police Department.

This item allows Council to approve such approach by authorizing the First Amendment to the Policy Accreditation Services Agreement with John J. Silva for continued consulting services in the amount of \$45,000.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. First Amendment - Policy Accreditation Services Agreement

FIRST AMENDMENT TO THE POLICY ACCREDITATION SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This First Amendment ("First Amendment") to the Policy Accreditation Services Agreement between the City of Friendswood, a home-rule municipal corporation located in Galveston and Harris Counties, Texas (the "City") and John J. Silva, law enforcement consultant (the "Consultant") is made by and between the same parties on the date hereinafter last specified.

WITNESSETH:

WHEREAS, the Consultant and the City (collectively the "Parties" and individually a "Party") entered into the Policy Accreditation Services Agreement on April 25, 2024, (the "Agreement") for professional consulting services in order for the Friendswood Police Department (the "Department") to be recognized as a Texas Best Practice Law Enforcement Agency; and

WHEREAS, the original approach under the Agreement was to involve Lexipol to provide policy cross-referencing work; and

WHEREAS, the City now desires the Consultant to perform a comprehensive review of all policies so that the City can manage the implementation process in-house; and

WHEREAS, this approach is designed to ensure a more thorough review of all policies and fostered greater internal engagement and alignment with the departmental goals; and

WHEREAS, the City and the Consultant desire to amend the Agreement consistent with this new approach;

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 First Amendment shall have the same meanings as in the Agreement.
2. Amendments.
 - a. Section 1 "Scope of Services" of the Agreement is hereby amended to read as follows:
 1. Scope of Services
The Consultant will:
 - a. use the Texas Police Chiefs Association Foundation's Best Practice Standards as a guide to assess and, where needed, revise the policies and procedures governing the Department;
 - b. determine the feasibility of completing the process to have the Department recognized as a Texas Best Practice Law Enforcement Agency;
 - c. perform a comprehensive review of all Department policies and assist the Department with the in-house implementation of the same; and

d. facilitate other projects as assigned by the Chief of the Department
(collectively the "Services").

b. Section 11 "Limit of Appropriation," Subsection a of the Agreement is hereby amended to read as follows:

11. Limit of Appropriation

a. The Consultant understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that the Consultant may become entitled to for the Services performed under this Agreement, and the total maximum sum that the City shall become liable to pay to the Consultant under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00) (the "Total Contract Amount").

3. Entire Agreement. The provisions of this First Amendment and the Agreement should be read together and construed as one agreement; provided that in the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control.
4. Interpretation. This First Amendment has been jointly negotiated by the Parties hereunder and shall not be construed against a Party hereunder because that Party may have assumed primary responsibility for the drafting of this First Amendment.
5. Captions. Captions contained in the Agreement and First Amendment are for reference only and, therefore, have no effect in construing the documents. The captions are not restrictive of the subject matter of any section.
6. No Waiver. By this First Amendment, 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 First Amendment, the Agreement or any other contract or agreement or addenda, any charter, or applicable state law. Nothing contained in this First Amendment or in the Agreement shall be construed in any way to limit or to waive the City's governmental immunity.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same amendment, on the date indicated hereinabove.

CITY OF FRIENDSWOOD

CONSULTANT

MORAD KABIRI (Date)
City Manager

JOHN SILVA (Date) 1/24/25

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: February 3, 2025

Date submitted: 01/08/2025

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Consider approving the street closure of Stadium Lane for the City's Touch-A-Truck and Winter Weather Event on Saturday, February 8, 2025, from 8:00 a.m. to 4:00 p.m.

Originating Department: City Manager

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

This item approves the street closure of Stadium Lane for the City's Touch-A-Truck and Winter Weather Event on Saturday, February 8, 2025, from 8:00 a.m. to 4:00 p.m.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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: February 3, 2025

Date submitted: 01/17/2025

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

Subject: Consider accepting the Ravine Drive Emergency Sinkhole Repair Project and authorizing the commencement of the contractor's one-year maintenance period.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item accepts the Ravine Drive Emergency Sinkhole Repair Project (the "Project") and the commencement of Westbrook Contractors, LLC's (the Contractor") one-year maintenance period.

The Project relates to the emergency repairs of a sinkhole located at 4443 and 4439 Ravine Drive and its associated storm sewer infrastructure. Following Hurricane Beryl, the City identified a utility failure within the Forest Bend subdivision, where a sinkhole developed near a storm sewer outfall in a drainage easement between lots on Ravine Drive. The sinkhole, estimated at 15 feet wide and 20 feet deep, had swallowed a dividing fence and showed signs of infrastructure failure.

The repairs involved excavating the sinkhole, removing debris, and replacing damaged storm sewer components, including a manhole and sections of culvert. Due to the deteriorating conditions and proximity to the creek, the City deemed emergency repairs necessary to prevent further infrastructure damage. The total lump-sum cost of the Agreement was \$117,000 and the emergency repair will be funded by unassigned general fund balance.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 00620 - Notice of Final Completion - Ravine Sinkhole
2. Maintenance Bond - Sinkhole Westbrook

NOTICE OF FINAL COMPLETION

PROJECT NAME: Ravine Drive Emergency Sinkhole Repair

1.1 DATE OF FINAL COMPLETION

On 12/31/24 the Engineering Department received notification that the Contractor, Westbrook Contractors, LLC, wished to declare the Work on the above referenced project being complete and all the Work being acceptable to the City.

A site visit was carried out on 12/31/24 by the City to ascertain the compliance of the Work with the Contract for Substantial Completion. During that site visit, a punch list of incomplete or non-conforming work was identified and agreed to by the City and the Contractor.

1.2 PUNCH LIST

Contractor certified in Contractor's Certification of Final Completion that all Punch List items were completed or corrected.

The Project Manager scheduled a review of punch list items on 01/07/25 and the project is now considered to be complete since those items on the punch list have been corrected or otherwise brought into compliance with the Contract and that such correction has been demonstrated to the City.

Failure by the City to identify incomplete work items or requirements of the Contract prior to issuance of this Certificate shall not relieve the Contractor of the responsibility to comply with all provisions of the Contract.

1.3 ONE-YEAR MAINTENANCE PERIOD

With the issuance of this Notice, the project is considered and accepted as Final and that the Contractor's warranty period of one (1) year began on the date of Final Completion, or as stated in the contract if different, and shall remain in effect until February 02, 2026. The Contractor shall provide the City with a One-Year Maintenance Bond in the amount of \$117,000.00 to secure this warranty. All corrective activities conducted by the Contractor, his forces, subcontractors, and suppliers under the One-Year Maintenance period, shall comply with the City's operational schedule and shall in no way interfere with, impinge, or prevent the City's use of the project or benefit from its service. Any corrective actions that may require temporary shut down of any part or component of the project shall be reported in writing, scheduled, and approved by the City's operational staff at least twenty-four (24) hours prior to conducting that work.

At the end of the One-Year Maintenance Period, it is incumbent on the Contractor to contact the City to schedule a One-Year Maintenance walk-through. At that time, a list of deficient items shall be given to the Contractor who shall remedy the items

in an expeditious manner. The One-Year Maintenance Bond shall be written so as to remain in effect until completion of all items and a Certificate of One-Year Maintenance Acceptance is issued to the Contractor and to the bonding company.

Contractor shall contact the City's operations staff at 281-993-3411 for scheduling any corrective or warranty work on the project. The Engineering Department retains administrative control of the project and all questions regarding approval of corrective work or payment for that work shall be directed to 281-993-3411.

1.4 ACCEPTANCE OF THE WORK

Based on inspection and to the best of our knowledge, information and belief, the Work has been completed in accordance with the terms and conditions of the Contract and we recommend acceptance of the Work by City Council.

Notwithstanding the City's acceptance of the Work, nothing herein shall serve to waive or otherwise extinguish any outstanding claims on the City's part for recovery of Liquidated Damages pursuant to Article IV of the Contract, all such claims being hereby reserved.

1.5 RECOMMENDATION BY STAFF

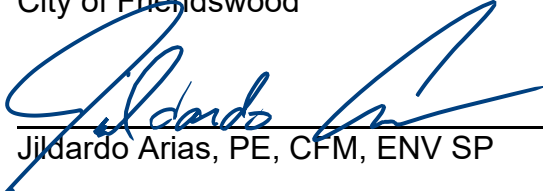


Michael Medwedeff, CFM

01/22/2025

Date

Assistant Director Engineering - Projects
City of Friendswood



Jildardo Arias, PE, CFM, ENV SP

1/23/25

Date

Director of Engineering
City of Friendswood

1.6 ACCEPTANCE OF PROJECT

Notice was given to the City Council of the recommendation by City Staff to accept Ravine Drive Emergency Sinkhole Repair Project as final and complete. The City Council on February 03, 2025, voted to accept the Work; the Project is hereby deemed final and complete; and authorizes the Mayor to sign this Notice of Final Completion as acceptance of the above listed Project.

Mike Foreman
Mayor
City of Friendswood

DATE

ATTEST:

Leticia Brysch
City Secretary
City of Friendswood

DATE

END OF DOCUMENT

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: February 3, 2025

Date submitted: 01/23/2025

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

Subject: Consider authorizing the final acceptance of the Industry Park Friendswood Phase II Waterline Improvements Project and the release of the contractor's one-year maintenance bond.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item authorizes the final acceptance of the Industry Park Friendswood Phase II Waterline Improvements Project (the "Project") and the release of SER Construction Partners, LLC's, (the "Contractor") one-year maintenance bond.

Coastal Bend Development contracted with SER Construction Partners, LLC, to construct a new waterline and appurtenances at Industry Park Friendswood Phase II for its development. After City staff inspected the waterline and found it to be built in compliance with City specifications, the City Council accepted the project on December 4, 2023, and authorized the commencement of its related one-year maintenance bond in order to correct any work found deficient during that one-year period.

The one-year maintenance period is complete and the bond can be released. After this action, the City will take full ownership and maintenance responsibility for the utility.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 00635 - Certificate of One-Year Maintenance Acceptance Industry Park II
2. Release of Bond - Industry Park II

CERTIFICATE OF ONE-YEAR MAINTENANCE ACCEPTANCE

PROJECT NAME: Industry Park Friendswood Phase II Waterline Improvements.

On December 17th, 2024, the Engineering Department received notification that the Contractor wished to declare the One-Year Maintenance Period of the Work on the above referenced project was coming to completion. A site visit was requested to inspect the Work for release of the One-Year Maintenance Bond.

A site visit was carried out on January 8th, 2025, by the City to ascertain the compliance of the Work with the Contract for Substantial Completion. All work is declared Acceptable, and the One-year Maintenance Period is complete and accepted by the City Council on February 3, 2025.

This Certificate acknowledges that the Contractor has fulfilled all of the requirements of the Contract with the City of Friendswood and both the City and the Contractor considers this Contract complete. It dissolves any claim from either the Contractor or the City pertaining to any part of this Contract, except for Manufacturer's Warranties that extend past the One-Year Maintenance Period in which any problems will be dealt with between the City and the Manufacturer.

Ivan E. Ortega.
Ivan E. Ortega
Project Manager

01/09/2025
Date

END OF DOCUMENT

RELEASE OF BOND

Date: February 3, 2025

Project Name: Industry Park Friendswood Phase II Waterline Improvements

TO: SER Construction Partners, LLC
3636 Pasadena Blvd.
Pasadena, TX 77503

The Contractor and the Surety having complied with the provisions of the General Conditions, and all work is in accordance with the Contract Documents at the end of the one-year Warranty. This Project was brought before the City Council on December 4, 2023, for the acceptance of the One-Year Maintenance Period. The City Council accepts the One-Year Maintenance as complete and renders this obligation null and void, releasing the One-Year Maintenance Bond from Hartford Fire Insurance Company, One Hartford Plaza, Hartford, CT 06155, which is enclosed.

Jildardo Arias, PE, CFM, ENV SP
Director of Engineering, City Engineer

JA/hv

END OF DOCUMENT

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: February 3, 2025

Date submitted: 01/13/2025

Prepared by: Linda Newsted, Administrative Assistant

Subject: Consider appointing Stacy Phillips to the Planning and Zoning Commission to complete an unexpired term effective immediately and ending on June 30, 2026.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Planning and Zoning Commission (the "Commission") submits recommendations to the City Council, after holding requisite public hearings, regarding (i) any change or amendment to any of the provisions of the Zoning Ordinance or the Zoning Districts Map, (ii) any request for a specific use permit or planned unit development, (iii) any change or amendment to the subdivision ordinance, and (iv) any related request by Council. In public meetings, the Commission also reviews and approves commercial site plans, preliminary and final plats, and subdivision developments. The Commission acts in the capacity of the capital improvements advisory committee created by Section 395.058 of the Texas Local Government Code.

This item allows the Council to appoint Stacey Phillips to complete the unexpired term vacated by Richard Sasson. If appointed, her term would begin immediately and end on June 30, 2026. At that time, she may be eligible for reappointment to a full term.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Phillips, Stacey Volunteer Application 2025_Redacted

From: noreply@civicplus.com
To: [Leticia Brysch](#); [Raquel Martinez](#); [Linda Newsted](#)
Subject: [EXTERNAL]Online Form Submittal: Volunteer Application for Committees, Boards & Commissions
Date: Thursday, February 1, 2024 7:00:09 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	Stacey
Volunteer Last Name	Phillips
Home Address	
City	Friendswood
State	TX
Zip Code	77546
Home Phone	
Work Phone	
Cell Phone	
Email Address	
Occupation	Business owner (Custom Landscape Design)
Special Interests and Talents	Presently Board President of West Ranch, HLSR committee member, Galveston County Master Gardener, Houston Astros FAN-atic, proud mom of an FHS Senior
Are you currently serving as a member of any Friendswood governmental body?	No

AREAS OF INTEREST

PLANNING & PRESERVATION

Please indicate your primary and secondary interests. You can select more than one.

Planning & Zoning Commission	Primary
Zoning Board of Adjustments & Appeals	Secondary
Keep Friendswood Beautiful Committee	Secondary
Community & Economic Development Committee	Field not completed.
Construction Board of Adjustments & Appeals	Field not completed.
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.
SPECIAL COMMITTEES AS CALLED	Field not completed.

(Section Break)

OTHER

Please indicate your primary and secondary interests. You can select more than one.

West Ranch Management District	Primary
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	Long-Term Projects, Short-Term Projects, Evening
--------------------	--

Please use the space below for additional comments. Field not completed.

(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	
Sex	Female
How long have you been a Friendswood resident?	10
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)?	I have over 20 years of experience in the natural gas industry and have owned and operated my own small business for seven years.
Please list any civic or community endeavors in which you have been involved	I have proudly served on the West Ranch HOA Board for 9 years.
Additional Information	
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	Stacey Phillips
Date	2/1/2024

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	<i>Field not completed.</i>
Dates of Service	<i>Field not completed.</i>

(Section Break)

Personal Reference #1: First Name and Last Name	Joe Matranga
Address	308 Northcliff Ridge
City	Friendswood
State	TX

Zip Code	77546
Phone	[REDACTED]
Email Address	[REDACTED]
(Section Break)	
Personal Reference #2: First Name and Last Name	Toby Gidney
Address	[REDACTED]
City	League City
State	TX
Zip Code	77573
Phone	[REDACTED]
Email Address	[REDACTED]

Email not displaying correctly? [View it in your browser.](#)

Stacey Phillips



Accomplished leader in the landscaping industry, managing all aspects of the landscape business. Diverse knowledge in landscape design creating functional and beautiful landscapes. Excellent client relations and long term/repeat business built on trust, high standard of quality, and exceeding client expectations. Ability to understand a client's vision, concerns, and ultimate goals; Able to offer solutions and recommendations for all aspects of the design and budget. Extensive Installation and Project Management experience coordinating crews/subcontractors and proper communication with internal departments to ensure an overall superior product

SKILLS & HIGHLIGHTS OF EXPERTISE

Full-Service Landscape Design and Implementation
Galveston County Master Gardener (2017-Present)
Leadership - Supervising Crews & Specialists/Sub Contractors
Superior Customer Relations and Client Retention
Project Estimation, Negotiation and Bidding
Project Management and Managing Client Portfolios
Excellent Interpersonal and Communication Skills (oral and writing)
Strong Time Management, Planning and Organization
Budgeting and Back Office Skills
Training and Mentoring

WORK HISTORY

Sunshine Designs

2017 – Present

Owner/Designer

- Responsible for all phases of client interaction, including Marketing, Client Sales, Job Estimates, Budgeting, Job Acquisitions, Conceptual Designs, Documentation, Installation Supervision, and Quality Control
- Oversee all operations and business activities to ensure job profitability and desired results are consistent with overall strategy and mission
- Plan, organize, and communicate production goals with crew members, sub-contractors, and the client
- Prepare detailed proposals for each project
- Manage all back-office activities for accounts payable, client invoicing, materials procurement/delivery, tax filings, payroll, and employee hiring and training

Sundance Custom Pools

2016

Designer

- Facilitated and conducted client meetings
- Developed conceptual designs
- Worked closely with clients and internal personnel to achieve final design, documentation, and proper implementation

WesPac Midstream

2013 – 2015

Director, Business Development and Commercial, East

- Responsible for originating, developing, managing and commercializing strategic projects and ventures in the natural gas, LNG and biomethane sectors.
- Primary focus on physical asset development and commercialization of multiple LNG plants in the Great Lakes region, with market targets in the marine, rail and mining industries.
- As Project Lead, responsibilities include project origination, management, feasibility, marketing, contract structuring, economic validation and optimization of high value, low risk projects for inclusion in a Master Limited Partnership.

CenterPoint Energy Services, Inc.

2009 – 2013

Producer Services Representative

- Responsible for procuring supply to fully utilize CES' transportation assets on various third-party pipelines.
- Negotiated all commercial terms for gas supply contracts.
- Acted as a liaison between CES' Contract Administration/Accounting/Legal Departments and third parties to facilitate contract execution.
- Identified and developed potential midstream and supply acquisitions and joint venture opportunities to expand CES' existing footprint in the eastern half of the United States.

ENERGY SERVICES SECTOR - 1997 to 2008:

Gas Supply/Business Development - Marlin Midstream/Spark Energy Gas

Sr. Consultant - The Structure Group

Natural Gas Consultant - MJB Energy Solutions, Inc.

AEP Trader, West Texas Region – AEP Energy Services/Enron

Transportation/Operations Representative, East Region – Engage Energy, US, L.P.

EDUCATION

University of Houston - *Downtown, Houston, Texas*

Bachelor of Science - Business Administration / Management Minor

AWARDS/CERTIFICATIONS/ASSOCIATIONS

- Galveston County Master Gardener, 2017 – Present
- President -West Ranch Homeowners' Assoc. (1,258 homes-\$1.6MM budget), 2015 – Present
- Houston Livestock Show and Rodeo Committee Member 2019 - Present
- National Energy Services Association Board Member 2012-2014
- National Energy Services Association Annual Meeting Chairperson, 2009 and 2013
- National Energy Services Association Member and Committee Member, 2005 – 2015
- Independent Petroleum Association of America Member, 2009 - 2015
- Successfully completed CNP Leadership Academy, November 2012 (18-month program focused on leadership development)
- Completed CNP Executive Development Workshop, August 2011
- Recipient of 2011 MWBE Sponsor Award
- CNP/UH Alumni Association Board Member, 2012 – 2014
- UH Alumni Lifetime Member

**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: February 3, 2025
Date submitted: 12/02/2024
Prepared by: Leticia Brysch, Assistant City Manager/City Secretary
Subject: Consider approving the ad valorem tax report for December 2024.
Originating Department: Finance
Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to receive the ad valorem tax report for December 2024.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

- 1. GalCo Tax Dec 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@galvestoncountytx.gov

January 7, 2025



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 December, 2024 is true and correct.

Under my hand and seal this 7th day of January, 2025.



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

01/06/2025 17:27:08 4724261
 TC298-D SELECTION: DEPOSIT
 RECEIPT DATE: ALL
 LOCATION: ALL

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 12/01/2024 THRU 12/31/2024
 JURISDICTION: 0337 FRIENDWD CITY

PAGE: 31
 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	9,354,151.27	.00	.00	.00	9,354,151.27	.00	.00	.00	9,354,151.27
	I & S	.110032	2,546,780.80	.00	.00	.00	2,546,780.80	.00	.00	.00	2,546,780.80
	TOTAL	.514172	11,900,932.07	.00	.00	.00	11,900,932.07	.00	.00	.00	11,900,932.07
2023	M & O	.379450	1,985.32	.00	2,000.89	.00	3,986.21	2,982.03	.00	.00	6,968.24
	I & S	.121278	634.51	.00	639.52	.00	1,274.03	.00	.00	.00	1,274.03
	TOTAL	.500728	2,619.83	.00	2,640.41	.00	5,260.24	2,982.03	.00	.00	8,242.27
2022	M & O	.388560	1,606.26	.00	701.96	.00	2,308.22	631.79	.00	.00	2,940.01
	I & S	.098754	408.22	.00	178.40	.00	586.62	.00	.00	.00	586.62
	TOTAL	.487314	2,014.48	.00	880.36	.00	2,894.84	631.79	.00	.00	3,526.63
2021	M & O	.385147	229.59	.00	106.48	.00	336.07	85.05	.00	.00	421.12
	I & S	.102167	60.90	.00	28.26	.00	89.16	.00	.00	.00	89.16
	TOTAL	.487314	290.49	.00	134.74	.00	425.23	85.05	.00	.00	510.28
2020	M & O	.392153	96.37	.00	56.69	.00	153.06	38.04	.00	.00	191.10
	I & S	.095161	23.38	.00	13.76	.00	37.14	.00	.00	.00	37.14
	TOTAL	.487314	119.75	.00	70.45	.00	190.20	38.04	.00	.00	228.24
ALL	M & O		9,358,068.81	.00	2,866.02	.00	9,360,934.83	3,736.91	.00	.00	9,364,671.74
ALL	I & S		2,547,907.81	.00	859.94	.00	2,548,767.75	.00	.00	.00	2,548,767.75
ALL	TOTAL		11,905,976.62	.00	3,725.96	.00	11,909,702.58	3,736.91	.00	.00	11,913,439.49
DLQ	M & O		3,917.54	.00	2,866.02	.00	6,783.56	3,736.91	.00	.00	10,520.47
DLQ	I & S		1,127.01	.00	859.94	.00	1,986.95	.00	.00	.00	1,986.95
DLQ	TOTAL		5,044.55	.00	3,725.96	.00	8,770.51	3,736.91	.00	.00	12,507.42
CURR	M & O		9,354,151.27	.00	.00	.00	9,354,151.27	.00	.00	.00	9,354,151.27
CURR	I & S		2,546,780.80	.00	.00	.00	2,546,780.80	.00	.00	.00	2,546,780.80
CURR	TOTAL		11,900,932.07	.00	.00	.00	11,900,932.07	.00	.00	.00	11,900,932.07

01/06/2025 17:20:31
TC298-M SELECTION: DEPOSIT

4724261

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 12/01/2024 THRU 12/31/2024
JURISDICTION: 337 FRIENDWD CITY

PAGE: 156
INCLUDES AG ROLLBACK

YEAR	DEPOSIT	ACCOUNT NUMBER	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2022	RF241223	10127700000033	121.82-	0.00	0.00	0.00 HK28	121.82	0.00 RF
2022	RF241223	10127700000033	0.00	0.00	0.00	0.00 HK28	121.82-	121.82-RF
2022	RF241223	10127800000002	353.79-	0.00	70.76-	84.91-HK28	509.46	0.00 RF
2022	RF241223	10127800000002	0.00	0.00	0.00	0.00 HK28	509.46-	509.46-RF
2022	RF241223	10501200000004	198.72-	0.00	0.00	0.00 HK28	198.72	0.00 RF
2022	RF241223	10501200000004	0.00	0.00	0.00	0.00 HK28	198.72-	198.72-RF
2022	RF241223	10979700000006	269.22-	0.00	0.00	0.00 HK28	269.22	0.00 RF
2022	RF241223	10979700000006	0.00	0.00	0.00	0.00 HK28	269.22-	269.22-RF
2022	TOTAL		943.55-	0.00	70.76-	84.91-	0.00	1,099.22-

2023	RF241223	10041100000015	0.00	0.00	0.00	0.00 HK16	14.42-	14.42-RF
2023	RF241223	10041100000015	14.42-	0.00	0.00	0.00 HK16	14.42-	0.00 RF
2023	RF241223	10127700000033	0.00	0.00	0.00	0.00 HK16	226.24-	226.24-RF
2023	RF241223	10127700000033	226.24-	0.00	0.00	0.00 HK16	226.24	0.00 RF
2023	RF241223	10127800000002	611.18-	0.00	0.00	0.00 HK16	611.18	0.00 RF
2023	RF241223	10127800000002	0.00	0.00	0.00	0.00 HK16	611.18-	611.18-RF
2023	RF241223	10501200000004	223.12-	0.00	0.00	0.00 HK16	223.12	0.00 RF
2023	RF241223	10501200000004	0.00	0.00	0.00	0.00 HK16	223.12-	223.12-RF
2023	RF241223	10979700000006	288.92-	0.00	0.00	0.00 HK16	288.92	0.00 RF
2023	RF241223	10979700000006	0.00	0.00	0.00	0.00 HK16	288.92-	288.92-RF
2023	RF241231	168790	0.00	0.00	0.00	0.00 HK16	125.18-	125.18-RF
2023	RF241231	168790	125.18-	0.00	0.00	0.00 23S1	125.18	0.00 RF
2023	RF241231	169250	322.40-	0.00	0.00	0.00 23S1	322.40	0.00 RF
2023	RF241231	169250	0.00	0.00	0.00	0.00 23S1	322.40-	322.40-RF
2023	RF241231	201433	0.00	0.00	0.00	0.00 23S1	6,994.97-	6,994.97-RF
2023	RF241231	201433	6,994.97-	0.00	0.00	0.00 23S1	6,994.97	0.00 RF
2023	RF241231	288730	440.71-	0.00	0.00	0.00 23S1	440.71	0.00 RF
2023	RF241231	288730	0.00	0.00	0.00	0.00 23S1	440.71-	440.71-RF
2023	RF241231	508820	0.00	0.00	0.00	0.00 23S1	25.04-	25.04-RF
2023	RF241231	508820	25.04-	0.00	0.00	0.00 23S1	25.04	0.00 RF
2023	RF241210	520501	0.00	0.00	0.00	0.00 23S1	692.81-	692.81-RF
2023	RF241210	520501	692.81-	0.00	0.00	0.00 23S1	692.81	0.00 RF
2023	951122624T	613506	1,221.08-	0.00	170.95-	0.00 CERT	0.00	1,392.03-TR
2023	864121024PHC	747110	183.30-	0.00	42.15-	45.09-CERT	0.00	270.54-RI
2023	TOTAL		11,369.37-	0.00	213.10-	45.09-	0.00	11,627.56-

2024	RF241226	10127700000033	343.59-	0.00	0.00	0.00 HK04	343.59	0.00 RF
2024	RF241226	10127700000033	0.00	0.00	0.00	0.00 HK04	343.59-	343.59-RF
2024	RF241226	10223000000006	265.87-	0.00	0.00	0.00 HK04	265.87	0.00 RF
2024	RF241226	10223000000006	0.00	0.00	0.00	0.00 HK04	265.87-	265.87-RF
2024	RF241226	10350300000013	316.21-	0.00	0.00	0.00 HK04	316.21	0.00 RF

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TC298-M SELECTION: DEPOSIT

4724261

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSAIS DETAIL SCHEDULE
FROM: 12/01/2024 THRU 12/31/2024
JURISDICTION: 337 FRIENDWD CITY

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INCLUDES AG ROLLBACK

YEAR	DEPOSIT	ACCOUNT NUMBER	LEVY	DISCOUNT	PENALTY	ATTORNEY CAUSE /REV	REFUND	PAYMENT
			PAID	GIVEN	INTEREST		AMOUNT	AMOUNT CAT
2024	RF241226	1035030000013	0.00	0.00	0.00	0.00 HK04	316.21-	316.21-RF
2024	RF241226	1043990010079	0.00	0.00	0.00	0.00 HK04	156.00-	156.00-RF
2024	RF241226	1043990010079	156.00-	0.00	0.00	0.00 HK04	156.00-	0.00 RF
2024	719123124CHC	1043990010129	765.42-	0.00	0.00	0.00 24HC	0.00	765.42-RF
2024	RF241226	1044560000010	0.00	0.00	0.00	0.00 HK04	128.54-	128.54-RF
2024	RF241226	1044560000010	128.54-	0.00	0.00	0.00 HK04	128.54	0.00 RF
2024	RF241226	1050120000004	193.79-	0.00	0.00	0.00 HK04	193.79	0.00 RF
2024	RF241226	1050120000004	0.00	0.00	0.00	0.00 HK04	193.79-	193.79-RF
2024	951121824T	1063210000004	551.72-	0.00	0.00	0.00 24HC	0.00	551.72-TR
2024	RF241226	1063210000011	286.63-	0.00	0.00	0.00 HK04	286.63-	286.63-RF
2024	RF241226	1063210000011	0.00	0.00	0.00	0.00 HK04	286.63	0.00 RF
2024	RF241226	1097970000006	296.68-	0.00	0.00	0.00 HK04	296.68-	296.68-RF
2024	RF241226	1097970000006	0.00	0.00	0.00	0.00 HK04	296.68	0.00 RF
2024	864121224CHC	1200270010002	1,548.68-	0.00	0.00	0.00 HS01	0.00	1,548.68-TR
2024	RF241226	1254280090001	0.00	0.00	0.00	0.00 HK04	367.25-	367.25-RF
2024	RF241226	1254280090001	367.25-	0.00	0.00	0.00 HK04	367.25	0.00 RF
2024	RF241231	168293	381.69-	0.00	0.00	0.00 24S6	381.69	0.00 RF
2024	RF241231	168293	0.00	0.00	0.00	0.00 24S6	381.69-	381.69-RF
2024	RF241231	168401	293.08-	0.00	0.00	0.00 24S6	293.08	0.00 RF
2024	RF241231	168401	0.00	0.00	0.00	0.00 24S6	293.08-	293.08-RF
2024	RF241231	168727	0.00	0.00	0.00	0.00 24S6	1,603.21-	1,603.21-RF
2024	RF241231	168727	1,603.21-	0.00	0.00	0.00 24S6	1,603.21	0.00 RF
2024	RF241231	168790	0.00	0.00	0.00	0.00 24S6	302.64-	302.64-RF
2024	RF241231	168790	302.64-	0.00	0.00	0.00 24S6	302.64	0.00 RF
2024	951121824T	184132	1,473.11-	0.00	0.00	0.00 CERT	0.00	1,473.11-TR
2024	RF241231	200398	0.00	0.00	0.00	0.00 24S6	1,216.72-	1,216.72-RF
2024	RF241231	200398	0.00	0.00	0.00	0.00 24S6	1,216.72	0.00 RF
2024	951121824T	200911	744.55-	0.00	0.00	0.00 24S6	0.00	744.55-TR
2024	RF241231	201163	1,458.83-	0.00	0.00	0.00 24S6	1,458.83	0.00 RF
2024	RF241231	201163	0.00	0.00	0.00	0.00 24S6	1,458.83-	1,458.83-RF
2024	RF241231	201259	784.32-	0.00	0.00	0.00 24S6	784.32-	784.32-RF
2024	951121824T	201388	542.58-	0.00	0.00	0.00 24S0	0.00	542.58-TR
2024	RF241231	203163	1,916.73-	0.00	0.00	0.00 24S6	467.16-	467.16-RF
2024	RF241231	288730	0.00	0.00	0.00	0.00 24S6	467.16	0.00 RF
2024	RF241231	288730	467.16-	0.00	0.00	0.00 24S6	218.01-	218.01-RF
2024	RF241231	289238	0.00	0.00	0.00	0.00 24S6	218.01	0.00 RF
2024	71912324CHC	289246	3,736.37-	0.00	0.00	0.00 CERT	0.00	3,736.37-TR
2024	951121824T	306767	1,110.60-	0.00	0.00	0.00 CERT	0.00	1,110.60-TR
2024	957102121624	508802	1,213.14-	0.00	0.00	0.00 CERT	0.00	1,213.14-TR
2024	RF241231	508820	0.00	0.00	0.00	0.00 24S6	61.70-	61.70-RF
2024	RF241231	508820	61.70-	0.00	0.00	0.00 24S6	61.70	0.00 RF
2024	951121824T	518340	1,298.94-	0.00	0.00	0.00 CERT	0.00	1,298.94-TR
2024	RF241231	601022	0.00	0.00	0.00	0.00 24S6	311.12-	311.12-RF

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TC298-M SELECTION: DEPOSIT

4724261

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 12/01/2024 THRU 12/31/2024
JURISDICTION: 337 FRIENDWD CITY

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INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2024 RE241231	601022	202412	311.12-	0.00	0.00	0.00 24S6	311.12	0.00 RF
2024 951121624T	606693	202412	1,155.20-	0.00	0.00	0.00 CERT	0.00	1,155.20-TR
2024 RE241205	612536	202411	0.00	0.00	0.00	0.00 24S0	123.27-	123.27-RF
2024 RE241205	612536	202411	123.27-	0.00	0.00	0.00 24S0	123.27	0.00 RF
2024 RE241205	612538	202411	124.62-	0.00	0.00	0.00 24S0	124.62	0.00 RF
2024 RE241205	612538	202411	0.00	0.00	0.00	0.00 24S0	124.62-	124.62-RF
2024 RE241205	612544	202411	0.00	0.00	0.00	0.00 24S0	168.23-	168.23-RF
2024 RE241205	612544	202411	168.23-	0.00	0.00	0.00 CERT	0.00	0.00 RF
2024 719123124CHC	742381	202412	2,301.63-	0.00	0.00	0.00 CERT	0.00	2,301.63-TR
2024 864121024PHC	747110	202412	606.54-	0.00	0.00	0.00 CERT	0.00	606.54-RF
2024 RE241226	H410110000140	202410	0.00	0.00	0.00	0.00 HK04	733.44-	733.44-RF
2024 RE241226	H410110000140	202410	733.44-	0.00	0.00	0.00 HK04	733.44	0.00 RF
2024 TOTAL			29,567.81-	0.00	0.00	0.00	0.00	29,567.81-
YEAR 2022								
REFUNDS			943.55-	0.00	70.76-	84.91-	0.00	1,099.22-
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			943.55-	0.00	70.76-	84.91-	0.00	1,099.22-
YEAR 2023								
REFUNDS			9,964.99-	0.00	0.00	0.00	0.00	9,964.99-
RETURNED ITEMS			183.30-	0.00	42.15-	45.09-	0.00	270.54-
TRANSFERS/REVERSALS			1,221.08-	0.00	170.95-	0.00	0.00	1,392.03-
TOTAL			11,369.37-	0.00	213.10-	45.09-	0.00	11,627.56-
YEAR 2024								
REFUNDS			10,602.60-	0.00	0.00	0.00	0.00	10,602.60-
RETURNED ITEMS			606.54-	0.00	0.00	0.00	0.00	606.54-
TRANSFERS/REVERSALS			18,358.67-	0.00	0.00	0.00	0.00	18,358.67-
TOTAL			29,567.81-	0.00	0.00	0.00	0.00	29,567.81-
ALL YEARS								
REFUNDS			21,511.14-	0.00	70.76-	84.91-	0.00	21,666.81-
RETURNED ITEMS			789.84-	0.00	42.15-	45.09-	0.00	877.08-
TRANSFERS/REVERSALS			19,579.75-	0.00	170.95-	0.00	0.00	19,750.70-
TOTAL			41,880.73-	0.00	283.86-	130.00-	0.00	42,294.59-

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TC298-N SELECTION: DEPOSIT

4724261

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
SUMMARY OF PAYMENTS AND REVERSALS
FROM: 12/01/2024 THRU 12/31/2024
JURISDICTION: 337 FRIENDWD CITY

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INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
2020 TOTAL			119.75	0.00	70.45	38.04	0.00	228.24
2021 TOTAL			290.49	0.00	134.74	85.05	0.00	510.28
2022 TOTAL			2,958.03	0.00	951.12	716.70	0.00	4,625.85
2023 TOTAL			13,989.20	0.00	2,853.51	3,027.12	0.00	19,869.83
2024 TOTAL			11,930,499.88	0.00	0.00	0.00	0.00	11,930,499.88
TOTAL PAYMENTS			11,947,857.35	0.00	4,009.82	3,866.91	0.00	11,955,734.08
2022 TOTAL			943.55-	0.00	70.76-	84.91-	0.00	1,099.22-
2023 TOTAL			11,369.37-	0.00	213.10-	45.09-	0.00	11,627.56-
2024 TOTAL			29,567.81-	0.00	0.00	0.00	0.00	29,567.81-
TOTAL REVERSALS			41,880.73-	0.00	283.86-	130.00-	0.00	42,294.59-
TOTAL FOR UNIT			11,905,976.62	0.00	3,725.96	3,736.91	0.00	11,913,439.49

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TC168

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 08/01/2024 TO 12/31/2024

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INCLUDES AG ROLLBACK

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		247,472,391		5,864,925,855	0	00.514172		27,985,383.97		9,704
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL

2024	26,749,105.58	1,236,278.39	1,236,278.39	14,262,869.20	14,262,869.20	13,722,514.77	50.97	0.00
2023	305,039.31	130,328.30-	130,328.30-	23,219.55	23,219.55	151,491.46	13.29	0.00
2022	55,054.51	28,104.68-	28,104.68-	18,958.23-	18,958.23-	45,908.06	70.35-	0.00
2021	31,053.08	22.26	22.26	717.67	717.67	30,357.67	2.31	0.00
2020	21,493.73	324.39-	324.39-	112.40	112.40	21,056.94	.53	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	1,077,475.02	1,077,475.02	14,268,051.33	14,268,051.33	14,081,041.31		0.00
CURR	26,749,105.58	1,236,278.39	1,236,278.39	14,262,869.20	14,262,869.20	13,722,514.77		0.00
DELQ	522,512.04	158,803.37-	158,803.37-	5,182.13	5,182.13	358,526.54		0.00

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2024
LAND VALUE	7,686,327,908	7,686,327,908	95,077,906	3,090,470-	91,987,436	7,778,315,344
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	261,666,535	18,837,767-	242,828,768	1,263,621,744
APPRAISED VALUE	7,686,327,908	7,686,327,908	356,744,441	21,928,237-	334,816,204	8,021,144,112
EXEMPTIONS	2,032,678,237	2,032,678,237	82,189,076	5,154,737	87,343,813	2,120,022,050
TAXABLE VALUE	5,617,453,464	5,617,453,464	274,555,365	27,082,974-	247,472,391	5,864,925,855
LEVY	26,749,105.58	26,749,105.58	1,373,006.92	136,728.53-	1,236,278.39	27,985,383.97
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,666	10,666	362	119	484	11,150
OVER 65	3,772	3,772	81	37	118	3,890
DISABLED	190	190	3	1	4	194
VETERAN	268	268	15	2	19	287
TOTAL EXEMPT	86	86	0	0	0	86

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2024
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	19,264,746-	19,159,855-	923,820,363
APPRAISED VALUE	7,378,007,830	7,378,007,830	104,891	19,816,918-	19,712,027-	7,358,295,803
EXEMPTIONS	2,071,397,163	2,071,397,163	0	6,742,760	6,742,760	2,078,139,923
TAXABLE VALUE	5,274,185,590	5,274,185,590	104,891	26,559,678-	26,454,787-	5,247,730,803
LEVY	305,039.31	305,039.31	577.74	130,906.04-	130,328.30-	174,711.01
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						.00
EXEMPTION COUNTS:						
HOMESTEADS	10,427	10,427	0	61	61	10,468
OVER 65	3,603	3,603	0	9	9	3,612
DISABLED	178	178	0	1	1	179
VETERAN	259	259	0	3	3	262
TOTAL EXEMPT	88	88	0	0	0	88

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2022
JURISDICTION: 0337 FRIENDWD CITY

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INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2024
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	2,313,215	2,313,215	1,784,465,933
TAXABLE VALUE	4,778,686,394	4,778,686,394	157,678	6,070,526-	5,912,848-	4,772,773,546
LEVY	55,054.51	55,054.51	845.23	28,949.91-	28,104.68-	26,949.83
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,595	10,595	0	33	33	10,628
OVER 65	3,475	3,475	0	3	3	3,478
DISABLED	180	180	0	0	0	180
VETERAN	253	253	0	1	1	254
TOTAL EXEMPT	84	84	0	0	0	84

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2024
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 12/31/2024
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

ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2024
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					.00	
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 12/01/2024 thru 12/31/2024 as of 01/07/2025

Batch Seq
4725325

Report run on: January 7, 2025 1:35 PM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 89361	Print Date:01/07/2025						
	Current	98,861.00	26,916.08	0.00	0.00	0.00	125,777.08
	Delq	103.45	29.43	0.00	0.00	0.00	132.88
Last Deposit Date	12/03/2024	\$98,964.45	\$26,945.51	\$0.00	\$0.00	\$0.00	\$125,909.96
ACH 89408	Print Date:01/07/2025						
	Current	166,836.97	45,423.39	0.00	0.00	0.00	212,260.36
	Delq	3,331.45	1,002.81	0.00	0.00	0.00	4,334.26
Last Deposit Date	12/04/2024	\$170,168.42	\$46,426.20	\$0.00	\$0.00	\$0.00	\$216,594.62
ACH 89456	Print Date:01/07/2025						
	Current	128,355.25	34,946.27	0.00	0.00	0.00	163,301.52
	Delq	308.54	82.90	0.00	0.00	0.00	391.44
Last Deposit Date	12/05/2024	\$128,663.79	\$35,029.17	\$0.00	\$0.00	\$0.00	\$163,692.96
ACH 89501	Print Date:01/07/2025						
	Current	45,366.63	12,351.64	0.00	0.00	0.00	57,718.27
Last Deposit Date	12/06/2024	\$45,366.63	\$12,351.64	\$0.00	\$0.00	\$0.00	\$57,718.27
ACH 89545	Print Date:01/07/2025						
	Current	149,633.61	40,739.55	0.00	0.00	0.00	190,373.16
	Delq	170.84	54.61	0.00	0.00	0.00	225.45
Last Deposit Date	12/09/2024	\$149,804.45	\$40,794.16	\$0.00	\$0.00	\$0.00	\$190,598.61
ACH 89592	Print Date:01/07/2025						
	Current	110,388.52	30,054.59	0.00	0.00	0.00	140,443.11
	Delq	1,027.22	327.84	0.00	0.00	0.00	1,355.06
Last Deposit Date	12/10/2024	\$111,415.74	\$30,382.43	\$0.00	\$0.00	\$0.00	\$141,798.17
ACH 89639	Print Date:01/07/2025						
	Current	220,516.18	60,038.17	0.00	0.00	0.00	280,554.35
	Delq	2,361.11	647.29	0.00	0.00	0.00	3,008.40
Last Deposit Date	12/11/2024	\$222,877.29	\$60,685.46	\$0.00	\$0.00	\$0.00	\$283,562.75
ACH 89687	Print Date:01/07/2025						
	Current	244,180.25	66,481.05	0.00	0.00	0.00	310,661.30
	Delq	3,165.18	1,011.65	0.00	0.00	0.00	4,176.83
Last Deposit Date	12/13/2024	\$247,345.43	\$67,492.70	\$0.00	\$0.00	\$0.00	\$314,838.13
ACH 89735	Print Date:01/07/2025						
	Current	114,258.28	31,108.17	0.00	0.00	0.00	145,366.45
	Delq	806.44	254.08	0.00	0.00	0.00	1,060.52
Last Deposit Date	12/16/2024	\$115,064.72	\$31,362.25	\$0.00	\$0.00	\$0.00	\$146,426.97
ACH 89781	Print Date:01/07/2025						
	Current	71,592.83	19,492.04	0.00	0.00	0.00	91,084.87
Last Deposit Date	12/17/2024	\$71,592.83	\$19,492.04	\$0.00	\$0.00	\$0.00	\$91,084.87
ACH 89831	Print Date:01/07/2025						
	Current	337,191.40	91,804.48	0.00	0.00	0.00	428,995.88
	Delq	5.60	1.79	0.00	0.00	0.00	7.39
Last Deposit Date	12/18/2024	\$337,197.00	\$91,806.27	\$0.00	\$0.00	\$0.00	\$429,003.27

Summary of Jurisdiction Remittances Processed Property Tax File

For Remitted Deposit Dates 12/01/2024 thru 12/31/2024 as of 01/07/2025

Batch Seq
4725325

Report run on: January 7, 2025 1:35 PM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 89881	Print Date:01/07/2025						
	Current	300,691.24	81,866.88	0.00	0.00	0.00	382,558.12
	Delq	2,556.59	817.13	0.00	0.00	0.00	3,373.72
Last Deposit Date	12/19/2024	\$303,247.83	\$82,684.01	\$0.00	\$0.00	\$0.00	\$385,931.84
ACH 89931	Print Date:01/07/2025						
	Current	6,036,475.66	1,643,503.36	0.00	0.00	0.00	7,679,979.02
	Delq						
Last Deposit Date	12/20/2024	\$6,036,475.66	\$1,643,503.36	\$0.00	\$0.00	\$0.00	\$7,679,979.02
ACH 89982	Print Date:01/07/2025						
	Current	506,123.37	137,798.17	0.00	0.00	0.00	643,921.54
	Delq	(1,842.29)	(535.90)	0.00	0.00	0.00	(2,378.19)
Last Deposit Date	12/23/2024	\$504,281.08	\$137,262.27	\$0.00	\$0.00	\$0.00	\$641,543.35
ACH 90029	Print Date:01/07/2025						
	Current	679,964.11	185,128.58	0.00	0.00	0.00	865,092.69
	Delq	266.48	68.39	0.00	0.00	0.00	334.87
Last Deposit Date	12/27/2024	\$680,230.59	\$185,196.97	\$0.00	\$0.00	\$0.00	\$865,427.56
ACH 90075	Print Date:01/07/2025						
	Current	97,531.60	26,554.14	0.00	0.00	0.00	124,085.74
	Delq	515.83	140.35	0.00	0.00	0.00	656.18
Last Deposit Date	12/30/2024	\$98,047.43	\$26,694.49	\$0.00	\$0.00	\$0.00	\$124,741.92
ACH 90119	Print Date:01/07/2025						
	Current	46,184.37	12,574.24	0.00	0.00	0.00	58,758.61
	Delq	(5,992.88)	(1,915.42)	0.00	0.00	0.00	(7,908.30)
Last Deposit Date	12/31/2024	\$40,191.49	\$10,658.82	\$0.00	\$0.00	\$0.00	\$50,850.31
Total:		\$9,360,934.83	\$2,548,767.75	\$0.00	\$0.00	\$0.00	\$11,909,702.58

**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: February 3, 2025

Date submitted: 12/31/2024

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

Subject: Consider approving the minutes of the City Council Regular Meeting held on January 6, 2025.

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 January 6, 2025.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

- 1. January 6, 2025, CC Meeting Minutes (DRAFT)

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
JANUARY 6, 2025**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, JANUARY 6, 2025, AT 5:31 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
Mike Foreman	Mayor
Morad Kabiri	City Manager
Karen Horner	City Attorney
Leticia Brysch	City Secretary

1. CALL TO ORDER

Mayor Foreman called the meeting to order with a quorum present at 5:31 P.M. with all member present, except for Councilmember Erenwert.

2. INVOCATION

The invocation was led by Councilmember John Ellisor.

3. PLEDGE OF ALLEGIANCE - United States and State of Texas

Mayor Foreman led the Pledge of Allegiance to the United States and the Texas State Pledge.

4. COUNCIL COMMENTS AND REPORTS

Mayor Foreman opened the item by showing off his Tulane Green Wave jersey to honor a bet he made with Parks and Recreation Director James Toney over a football game between Tulane and Navy. He acknowledged Tulane's victory, but highlighted Navy's better season. He additionally praised the Parks Department for their successful December event and presented a street sign as a Christmas gift to newly elected Councilmember Ellisor. Councilmember Hanks thanked Emergency Medical Services (EMS) for their professionalism during a Christmas Eve emergency at her home. She additionally promoted the Friends of the Library Fundraiser Gala on March 8, themed "Camelot."

Councilmember Griffon reported on the Clear Creek Watershed Steering Committee's December meeting, which discussed the completion of the Mud Gully Channel Conveyance Improvement Project. He explained its benefits for flooding improvements in the City of Friendswood, emphasizing its connection to the South Belt Stormwater Detention Basin. Mayor Pro Tem Matranga wished everyone a Happy New Year and expressed gratitude for the large attendance at the meeting. Councilmember Branson announced a vacancy on the Community Economic Development Committee (CEDC) and encouraged volunteer

applications. She additionally mentioned attending the upcoming Houston-Galveston Area Council (H-GAC) annual meeting and promoted the Friendswood Education Foundation's February Gala celebrating their 25th anniversary. Councilmember Ellisor briefly wished everyone a Happy New Year.

5. PUBLIC COMMENT

Mayor Foreman announced the following citizens had signed up to provide a public comment.

Ms. Allie Demers requested to speak before the Council regarding the addition of sidewalks along major streets like FM 518, FM 528, and FM 2351. She highlighted safety concerns for runners, children, and special needs individuals and proposed a feasibility analysis before the next budget cycle.

Ms. Susan Barden requested to speak before the Council regarding the importance of special events for small businesses, such as her art business and the use of food trucks. As she does not have a brick-and-mortar store and explained that these events help her gain new customers, grow her business, and connect with the community.

Mr. Gary Vander Wilt, owner of a coffee trailer, requested to speak before the Council regarding the need for clarity on the timeline and requirements for food truck permits as he believed that it would help small businesses like his to participate in local events.

Ms. Nicole Miller requested to speak before the Council regarding to encourage Council to foster relationships with small businesses in Friendswood. She expressed frustration about needing to shop in neighboring cities and hoped for more local opportunities.

Ms. Austin Twiford requested to speak before the Council in support of special events as she felt they helped build community and family connections. She expressed requested that the Council support small and women-owned businesses through special events and the allowance of food trucks.

Ms. Megan Eliason requested to speak before the Council to share examples of how other cities regulate food trucks, including minimal restrictions for those stationed on private property. She suggested Friendswood could adopt similar rules to support local businesses.

Ms. Gabby McGregor requested to speak before the Council to advocate for the changing of the City's ordinance to allow for more food trucks and more special events. She cited studies showing that food trucks benefit local restaurants and strengthen communities.

Ms. Katie Chandler, owner of the Scoop Shop, requested to speak before the Council regarding her requested revisions to ordinances about special events and food trucks to allow for food trucks to be stationed on her property for special events and the allowance of more special events than those currently allowed in the Code. She explained how food trucks increase her business during slower seasons and drive traffic to her location.

Ms. Kelly Van Slooten requested to speak before the Council in support of the Scoop Shop.

Mr. Ben Chandler, co-owner of the Scoop Shop, requested to speak before the Council regarding what he believed was vague language in the current ordinance regulating food trucks and asked for revisions to help local businesses collaborate and grow.

Mr. Jacob Finon requested to speak before the Council to share examples of how other cities regulate food trucks, He recommended similar measures for Friendswood.

Ms. Addison Carter, an employee of the Scoop Shop, requested to speak before the Council to support the Scoop Shop.

Mr. Parker Richardson requested to speak before the Council to share how special events have helped his young family connect with the community. He emphasized the value of fostering family-oriented traditions in Friendswood.

Ms. Ashley McLaughlin, owner of Gimme a Bark, highlighted the struggles of small businesses in the current economy. She urged the Council to support special events which help businesses sustain and grow.

Ms. McKayla Ingram, a local business owner, requested to speak before the Council to advocate for partnerships between small businesses and food trucks.

Mr. Alex Attaway, owner of Goodwood's British Market, requested to speak before the Council about the benefits of special events and food trucks as they bring energy to the community and help local businesses thrive.

6. COMMITTEES OR SPECIAL REPORT

A. Receive the Friendswood Historical Society Annual Report.

Historical Society President Dave Smith presented the Friendswood Historical Society's Annual Report to the Council. Highlights of the report included the following:

- ***Museum Operations:*** The Brown Museum and Perry House are open monthly for public visits, with special tours by appointment. Over 25 trained volunteers support the museum operations.
- ***Events:***
 - The Annual Ice Cream Social was hosted at the Scoop Shop, attracting over 400 attendees. The event included collaborations with city departments and organizations like Friends of Downtown Friendswood and Keep Friendswood Beautiful.
 - The Christmas Tree Lighting Event at the Brown Museum featured carols, gingerbread treats, and performances by the "Friendswinds." Santa Claus was the highlight for attendees.
- ***Facility Repairs:*** Notable projects completed this year included: repairing rotted wood and flooring, constructing a cover for the horse-drawn cart, and wallpaper restoration at the Perry House. An HVAC system was also replaced at the Brown Museum through funds raised via a lifetime membership drive.
- ***Ongoing Initiatives:***
 - The "Adopt a Bed" program at the Perry House continues with new participants welcomed.
 - A wood carving depicting Quaker life, crafted from lost oak trees, was installed near the Perry House and complemented by flower beds and a seating area.
- ***Educational Programs:*** The annual "Histoween" event featured historical figures (including the Camp family) with activities at the Perry House and Friends Church Cemetery.

- **Acknowledgements:** The Society expressed gratitude for the City's support, emphasizing its role in preserving Friendswood's heritage as an all-volunteer organization.

Mayor Foreman thanked Mr. Smith for the report.

7. WORK SESSION TOPICS

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

Community Development Department (CDD) Director Aubrey Harbin presented the Department's quarterly update to Council. Key highlights presented included:

- **Inspections and Certifications**
 - Building Official Brian Rouane achieved the Commercial Electrical Inspector Certification.
 - Inspector Robert Cantu obtained the Residential Electrical Inspector Certification.
- **Ongoing Projects**
 - Permit Fees: Reviewing and updating permit fees, especially for sub-permits like electrical and plumbing, to streamline the process.
 - Code Updates: Planning to update the building and fire codes to align with the 2024 standards.
 - Software Improvements: Refining workflows and permit types in CityWorks (permit software) and DigEPlan (electronic plan review software).
 - Monthly Reports: Expanded categories in monthly reports for better department coverage.
- **GIS Updates**
 - Assisted the Volunteer Fire Department with a Santa Tracker app.
 - Incorporated floor plans for Clear Brook High School into GIS to aid first responders.
 - Completed a project mapping city easements in collaboration with the City Secretary's Office.
- **New Developments**
 - Maintained a "Story Map" on the city website with updates on developments, including Castle Biosciences and Hardball Academy.
- **Planning and Zoning Commission (P&Z)**
 - Held 7 meetings between September and December 2024.
 - Approved 2 site plans, 10 plats, 2 plat extensions, and 1 recommendation to vacate an easement.
 - 2 Commissioners attended the APA Texas Conference in October.
 - Held their Annual Retreat in December.
 - Honored Richard Sasson for his service as a P&Z Commissioner from 2016 to 2024.
 - Council Workshop Items: Progress on topics like overhead vs. underground power lines and mobile food vendor regulations.
 - Planning Subcommittee: Comprehensive Plan is 70% complete, with updates ongoing. Parking regulation reviews and updates to the Official Zoning Map were completed in 2024.
 - Ordinance Subcommittee: Zoning Ordinance rewrite and a review of special event ordinances are in progress.
- **Training and Improvements**
 - Organized training sessions covering city information, subdivision ordinance, and zoning ordinance.

- Updated commissioner guidebooks online.
- Hosted the APA Texas Chapter Annual Conference in October.

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

Engineering Director Jil Arias opened the item and presented to Council the Engineering Department's Drainage Update with the following highlights:

- ***Clear Creek Utility Rack Relocation Project***
 - Location: Polly Ranch Subdivision and Terra Bella Subdivision
 - Status: Bids have been evaluated, and a contract will be awarded during this meeting.
 - Next Steps: Construction is planned to begin in February 2025.
 - Funding: \$1,473,835 from CDBG-DR grant funds.
- ***Deepwood Flood Control Project***
 - Location: Deepwood Drive along Clear Creek (Galveston County).
 - Challenges: The original bid received only one response, requiring re-bidding per federal procurement guidelines.
 - Upcoming Activities: New bid submittals are due January 16, 2025.
 - Funding: \$2,959,825 from CDBG-DR grant funds.
- ***Three Detention Basins Along Coward's Creek***
 - Locations: 301 Castlewood, 310 Castlewood, and 2 Queens Lane along the northern bank of Coward's Creek.
 - Progress: The project is near completion, with hydro-mulch and some concrete work remaining.
 - Funding: Construction covered by GCCDD with city-owned land.
- ***Interlocal Agreements with GCCDD***
 - Locations: Deepwood Project (Woodvine Drive), Clearview Avenue, and Frenchman's Creek (Polly Ranch Subdivision).
 - Status: Proposed agreements were sent October 2024, but GCCDD prefers property ownership transfer. The City proposed license agreements due to federal relief funding restrictions.
 - Next Steps: Awaiting GCCDD's response to the proposal.

In regard to the interlocal agreements with GCCDD, City Manager Morad Kabiri elaborated that the properties in question were acquired through two federal programs: (1) the Hazard Mitigation Grant Program (after Tropical Storm Allison) and (2) the Community Development Block Grant - Disaster Recovery (CDBG-DR) funds (after Hurricane Harvey). He further noted that because Federal dollars were used to purchase these properties, they have a set of restrictions that the City, as the grant recipient, remains subject to, and failure to adhere to those restrictions could result in the City having to repay those grant dollars to the Federal government.

Mr. Kabiri also noted that the City has previously partnered with the Galveston County Drainage District (GCCDD) on multiple drainage projects through the use of licensing agreements, which allows GCCDD to use the properties in question for flood control projects, i.e., to excavate and use the land for detention ponds while the City retained ownership. Recently, GCCDD communicated to the City that instead of continuing the use of license agreements, they now want ownership of the properties in question in order for them to have full autonomy and control of the land and the project. However, because the City acquired these properties through the use of federal grants, the previously noted restrictions come into play, and the

City cannot deed these properties over to another agency, so unless GCCDD can assume full liability for any grant funds that might require repayment, the City is not in a position to consider deeding the properties. Therefore, the safest option for the City as it relates to these properties, is for the City to retain its ownership and continue to partner with GCCDD for these projects through the use of a licensing agreement or interlocal agreement, which would ensure that the City complies with the federal grant requirements, while allowing the flood control projects to proceed as previously planned.

Councilmember Branson asked what would happen if no agreement was reached with the GCCDD on these properties. Mr. Kabiri replied that without the appropriate license agreements in place, these projects would remain at a standstill, leaving the subject properties in their current state, which is that of open space with no flood mitigation projects.

Councilmember Hanks asked what the potential repayment amount for these properties would be if the City was required to return the federal grant funds. Mr. Kabiri replied that repayment for the properties purchased after Hurricane Harvey could range between \$2-3 million. He noted the significant difference in value between properties acquired after Tropical Storm Allison and those purchased post-Harvey due to rising costs, and a number of other factors.

- ***Friendswood Regional Stormwater Detention Basin***
 - Location: FM 1959 and Blackhawk Boulevard.
 - Status: Rough grading is in progress, and a final design is anticipated by late 2025.
 - Funding: Estimated \$32.4 million from flood control bond funds and contributions by GCCDD, HCFCF, and Galveston County. The City would be obligated around \$8 million.
 - Next Steps: Public meetings will be scheduled for more information.
- ***Friendswood City Center Detention Ponds***
 - Purpose: Mitigation for the Whitcomb Property Flood Control Project.
 - Progress: Initial excavation is 99% complete; over-excavation and clay liner installation will follow.
 - Use of Excavated Soil: Soil is being stockpiled for city projects and private developments.
- ***Whitcomb Terracing and Stormwater Detention Basin***
 - Location: Adjacent to Friendswood City Center.
 - Status: HCFCF has selected consultants for preliminary engineering. Public engagement meetings will be scheduled soon.
 - Completion Target: March 2027.
 - Funding: Flood control bond funds and \$10 million allocated by the TWDB to HCFCF.
- ***Comprehensive Master Drainage Plan***
 - Purpose: Develop a plan to mitigate urban and riverine flooding and prioritize projects benefiting Friendswood.
 - Timeline: Contracts will be awarded during this meeting with an anticipated 17-month timeline.
 - Public Engagement: Meetings will be announced as scheduled.

In regard to the Comprehensive Master Drainage Plan, Mr. Kabiri noted that during Hurricane Harvey, 95% of the 2,700 homes that flooded were built before 1995, which highlighted the need to prioritize addressing the City's older subdivisions in order to protect them from future storms. He further noted that subdivisions developed after 1995 have fared significantly better during major storms due to updated drainage and detention standards.

Councilmember Griffon asked if the proposed plan would consider the acquisition of properties in floodways or areas unsuitable for development. Mr. Arias responded that property acquisition is one alternative they could explore, though the plan itself will not facilitate purchases, but will instead provide a roadmap to efficiently use funds for flood control projects.

Councilmember Hanks asked if the plan would focus on improving neighborhoods rather than fixing creeks to which Mr. Arias confirmed that it would. Additionally, Mr. Kabiri noted that the plan will primarily address subdivision-level issues while still considering creeks as part of the overall modeling. Mr. Arias stated that the plan will focus on comprehensive solutions to flooding, including identifying and prioritizing projects that will benefit Friendswood. He also noted that this project is being paid for by a 10% local match through a Hazard Mitigation Grant, with additional modeling being funded through the use of drainage bond.

Mayor Foreman thanked Mr. Arias and the Engineering staff for the update.

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

Parks and Recreation Director James Toney introduced the item note that the Parks and Trails Master Plan serves as a reference to guide the vision, goals, and objectives for the Parks Department and reflects both the City's and the residents' goals, shaped through several public engagement meetings. Mr. Toney further stated that the plan outlines programming, facilities, and parks for the next ten years as the city approaches its buildout and noted that it will also be used to help the staff apply and secure funding from state, local, federal, and private sources for future projects. Mr. Toney introduced the City's consultants, EHRA Project Manager Cristian Gonzalez and his planning team.

The presentation began with Mr. Gonzalez outlining the steps taken to create the plan. He noted that public engagement played a key role, including three in-person meetings and an online survey that collected over 1,000 responses, that helped the team identify priorities for park improvements and new facilities. Mr. Gonzalez also introduced the structure of the plan, highlighting its key chapters that included an executive summary, community insights, park assessments, and a detailed action plan that creates 10 primary goals for the City, such as building a recreation center, improving lighting, and creating a trail network.

EHRA Planner Ashley Waggoner provided further details about the Parks and Trails Master Plan goals. She explained the importance of improving restroom facilities, adding sports courts, and addressing adaptive play needs. She also highlighted plans to build a new skate park, BMX park, and new swimming pool. EHRA Senior Planner Jeff Boutte discussed how the plan helps the City compete for grants. He explained that adopting the plan would give the City extra points in the Texas Parks and Wildlife Department's scoring system. This would improve chances of securing state and federal funding for parks.

The Councilmembers engaged the speakers with questions and comments. Councilmember Griffon stressed the importance of sharing the plan with residents. Mayor Pro Tem Matranga raised concerns about drainage issues at Stevenson Park, suggesting this be addressed in future updates. The EHRA team emphasized the plan's flexibility, and they recommended revisiting the plan every five years to ensure it remains relevant. The Council agreed to target March 2025 for the adoption of the plan, thus ensuring alignment with grant deadlines. The discussion ended with the Council thanking Mr. Gonzalez and his team for their work.

D. Discuss and 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.

Community Development Department (CDD) Director Aubrey Harbin introduced the proposed ordinance amending Chapter 2, Article II of the Friendswood City Code. The ordinance would add Section 2-25, titled "Appeals," to allow decisions from non-advisory boards, commissions, and committees to be appealed to the City Council. She further explained the goal was to create consistency and transparency in the appeals process for residents.

City Manager Morad Kabiri stated that last month, the City Council had an extensive dialogue about the possibility of instituting an appeals process for our Council appointed non-advisory boards, which include the Planning and Zoning Commission, the Zoning Board of Adjustment, those types of the groups. At that meeting, the Council directed the staff to undertake some research on this matter, and bring back some options for the Council's consideration.

The first thing that the staff researched in regard to the proposed appeal process was to identify which committees would be subject to the new process, as some are limited by other law; such as boards with quasi-judicial power. Mr. Kabiri noted that an instance of a quasi-judicial board is the Zoning Board of Adjustment, that even though they are appointed by the City Council, their decisions are judicial in nature, which means that their decisions can only be appealed to the district court, and not the Council. Mr. Kabiri went over four boards that were noted in the presentation as being advisory in nature, and included the following:

1. Charter Review Committee: The Charter Review Committee's final report is considered by the Council and currently serves only in an advisory capacity. So whatever decisions they typically come up with, it's the sole discretion of the Council whether or not to move it forward with any proposed amendments. So, there's really no need to have an appeals process.
2. Construction Board of Adjustment and Appeals,
3. Planning and Zoning Commission, and
4. Zoning Board of Adjustment: As previously noted, they are statutorily required to be appealed to district court and not any other body.

In response to a request from the Council, the staff presented a survey of other cities' appeal from boards to their City Council and noted that the vast majority of them do not have an appeals process for a number of committees that are listed on the chart. There were a handful of exceptions. For instance, he noted that League City has an appeal process for subdivision plots, so if their Planning and Zoning Commission makes a decision that an applicant is not particularly in agreement with, the applicant can appeal the decision to the City Council. However zoning decisions, by the very nature of their process come to City Council, in other words, when a Planning and Zoning Commission makes a recommendation on a rezoning application, those automatically go to City Council for action because that's what state law prescribes.

Mr. Kabiri noted that this is only a simple survey and is not the end all be all on this topic, but the staff wanted to meet the Council's request of surveying other communities on this topic.

Survey of Other Cities Appeal from Boards to City Council

		General Appeal Section	Appeal from Building Standards	Appeal from CBOA Decisions	Appeal from ZBOA decisions	Subdivision Plats / Replats	Appeal from P&Z			Site Development Plans
							Zoning Decisions	Mobile Home Park License Revocation	Required Sidewalks	
Galveston County Cities	Bacliff	Code Not in Municode								
	Clear Lake Shores	No	No	No	No	No	No	No	No	No
	Dickinson	No	In part	No	No	No	No	No	No	Yes
	Friendswood	No	No	No	No	No	No	No	No	No
	Galveston	No	No	No	No	No	No	No	No	No
	Kemah	No	No	No	No	No	No	No	No	No
	La Marque	No	No	No	No	No	No	No	No	In Part
	League City	No	No	No	No	Yes	Yes	No	No	Yes
	San Leon	Code Not in Municode								
	Santa Fe	No	No	No	No	Yes	No	No	No	No
	Texas City	Code Not in Municode								
	Tiki Island	No	No	No	No	No	No	No	No	No
Other Counties	Georgetown	No	No	No	No	No	No	No	No	No
	Pearland	No	No	No	No	No	No	No	No	No
	Sugar Land	No	No	No	No	No	No	No	No	In Part

Mr. Kabiri showed a table noting the matters that are currently appealable to the City Council. Mr. Kabiri he further noted that staff did an exhaustive search of the current Code of Ordinances to identify current appeals to Council and found that there are some already allowed; such as under Chapter 10, pertaining to animals, which states that a decision made by the Animal Control Supervisor permitting an exotic animal in the city limits can be appealed to the City Council within 72 hours. Mr. Kabiri noted that the key item that staff took from identifying those appeals already allowed in the Code was to ensure that applicants know their appeal deadlines.

Councilmember Griffon asked if the city has an application for zoning variances such as those to Appendix C and Appendix B for Subdivisions, and for whatever reason that application is denied by staff, does that mean that the Planning and Zoning Commission will never see that variance application. Mr. Kabiri responded that the staff would review the variance application to ensure that it complies with the application requirements, and will work with the applicant until the application submission is complete and complies with the applicable requirements.

Councilmember Griffon asked if the staff was saying that they have not denied any applications for variances at the staff level. Mr. Kabiri reiterated that as long as the submitted variance application is complete and in compliance with the application requirements, including the fee, the staff will take it to the relevant committee, whether that be the Planning and Zoning Commission or the Zoning Board of Adjustments. However, Mr. Kabiri stated that if the Councilmember was aware of an instance where the staff had failed to move an application forward, to please let him know so he can ensure that the staff corrects the error.

Additionally, Mr. Kabiri noted that there are times when staff are approached where someone does not agree with the rules, and they request a variance. However, certain things don't have a variance process, so staff will let them know that unfortunately, the Code doesn't allow a variance on that particular thing and so there is nothing to take to the Commission. A good example of this is the Sign Ordinance, that

allows an applicant to request a variance to the sign's height or the setback, so if they're not meeting the Code in any other area, their plans have to be changed because the way the ordinance is written, they can't request a variance, unless the ordinance is changed to allow for it.

Councilmember Hanks asked if the staff worked on changing the ordinance if something came up, similar to the food truck or special event permit comments from earlier in the meeting. Mr. Kabiri stated that in the seventeen years that he has worked in and with the Development Department, the staff doesn't simply say no. Staff will always say that the Code doesn't allow for "X", but here are some opportunities to work together and find a solution, and sometimes that solution is a give and take, but we never just shut someone down without giving them any options.

Councilmember Griffon stated that he wanted to focus less on the overriding of administrative decisions and more on the decisions from the non-advisory committees, commissions and boards. Mr. Kabiri stated identified, mainly two particular concerns on possible appeal subjects: (1) the Construction Board of Adjustment which is responsible for reviewing decisions and variance request related to the International Building Code, National Electrical Code, so on and so forth, and (2) the Construction Board of Adjustment, which to the best of his knowledge has never met because there has never been an appeal. Mr. Kabiri noted that the Council could put something into place to allow for the appeal of these board's decisions but cautioned that pursuant to state law, the members of these boards must specialize either as a design professional, a contractor, building industry experts, so these professionals are more likely know better than Council or staff about certain decisions related to these boards, which are a lot more specialized.

Councilmember Griffon stated that he wanted to focus on Chapter 14, because if anyone wanted to appeal anything in this section, they would have to sue the City. He stated that his intent was to create an opportunity for applicants and developers to appeal to the City Council, any decision made by a non-advisory board or staff member to the Council, before they go to District Court and ultimately sue the City. Additionally, while looking at the Code of Ordinances, Councilmember Griffon requested that the City Secretary update the information noted at the beginning of the Code of Ordinances with the correct members of Council and City staff. City Attorney Karen Horner noted that this information will be updated as a part of the recodification process that will be completed this year.

Councilmember Griffon went on to discuss a staff comment noted in the presentation which stated in part that "to oversee all their [Planning and Zoning] decisions may undermine the appeals process leading to potential arbitrary and capricious decisions." Councilmember Griffon stated that he felt that language was put in the analysis to convince the Council to not move forward on the proposed appeal process, but he felt that the requested appeal process would help avoid a such as result because it would allow the Council to decide if a decision was capricious and arbitrary because it would allow them to take a step back from situation and see if there is something within the documentation that may be in the design criteria manual for landscaping or any other thing like that, and decide that this really doesn't really need to go there, and then make the decision; in other words, he wanted the Council to have an opportunity to do this review and make these types of decision because they are the elected officials and it should be their decisions to make as the elected body.

The Council briefly discussed the surveyed cities.

Mayor Foreman stated that he believed that the Council would create an uneven playing field through this appeal process because they would allow somebody to come in and then the Council decided for whatever

reason that it is ok for them to deviate from the rules, the Council has not set a precedent where people don't have to follow the City's set guidelines. It could create this idea that if they don't like the answer, they will just go and appeal it the Council every time. Mayor Foreman stated that he felt that through this added process, the Council was setting itself up to appeals after appeals after appeals. He further noted that he trusted the processes that they had in place now, and if there is an ordinance that needs to be reviewed and changed, then that is something that the Council should send to the Planning and Zoning Commission for their review and recommended changes. Mayor Foreman stated that he did not understand the impetus for this request and inquired what was the crux or bottom line on this item.

Councilmember Griffon responded that the reason for the appeal could be anything, but it would serve as a mechanism by which those aggrieved by a process or decision can be heard by the Council before they decide to sue the City; particularly for those that feel that a decision made by a board or staff is arbitrary and capricious. Mayor Foreman responded that he believed that the first time the Council agrees to an appeal and changes something for one resident, they have created an un-evened playing field by expecting others to follow the ordinances in place and not others which then opens the City up to a number of issues.

Mayor Pro Tem Matranga stated that he agreed with the Mayor's comments and noted that the processes in place work. He noted that in his experience on the Planning and Zoning Commission, he had worked through various issues and/or concerns with various developers that at times resulted in them sending the Council recommended changes to different ordinances that had resulted in negative unintended consequences on development. Mayor Pro Tem Matranga further noted that for the most part, changes should not be made on a case-by-case basis; however, if a continuous problem is identified, then the ordinance should be fixed, so everyone continues to play by the same rules and expectations.

Councilmember Branson stated that in her experience, when she encountered a problem with one of the City's ordinances, she has always been able to bring her concern to the City Manager for the staff and the appropriate board to review and make their recommendations on how to remedy the issues. She noted that in speaking with Councilmember Griffon, she understood his reasoning for wanting an appeals process, to give folks a stop along the way before they sue. However, she did not feel that the appeals option was the right route and noted that she felt more comfortable with having ordinance changes because of her concern that the Council might find themselves in a position where they are inconsistent in their rulings and unintentionally create an unlevel playing field.

Councilmember Hanks stated that she is also torn on this item because while ordinances are written in a way that they can apply to everyone, there are always exceptions. The way to deal with those exceptions varies, and she did want a way for citizens, residents and developers to be able to bring those concerns to the Council, but she did not want to start hearing a bunch of appeals at this level.

Mayor Foreman noted that people can come to speak to the Council at any meeting and speak their concern during the public comment, similar to what was done earlier in relation to the food truck ordinance and the special events ordinance. We heard what they had to say, and the staff who are already reviewing those ordinances with the Commission will work with them to bring the Council back recommended ordinance changes, and then it is up to the Council whether or not those changes are approved. So, there is a system and it works.

The Council discussed options for the public to communicate with the Council, through public comment, Council liaisons, the use of staff, etc. After said discussion, the Council consensus was not to move

forward with the addition of an appeals process and continue to use the existing processes for ordinance changes.

5. CITY MANAGER'S REPORT

A. Present and update regarding Employee Service Awards

City Manager Morad Kabiri opened by reported on the Annual Employee Christmas Dinner held on December 13, 2024. A total of 36 employees were recognized for their service in increments of 5, 10, 15, 20, 25, 30, and 35 years. Some of the highlights included:

- **5-Year Awards:** Haley Medwedeff (Public Works), Jorge Salazar (Public Works), Austin Caballero (Police), among others.
- **15-Year Awards:** Alberto Gomez (Public Works), Caesars Zepeda (Public Works), Alex Mendoza (CDD), Sutapa Chatterjee (Library).
- **35-Year Award:** Matt Riley, Library Director.

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

City Manager Morad Kabiri recognized EMS Captain Stacy Kohn for completing the Texas Certified Public Manager Program.

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.

City Manager Morad Kabiri recognized Municipal Court Deputy Director Jennifer Hale for graduating from the inaugural class of the Houston-Galveston Area Council (H-GAC) Leadership 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 and Elections as well Preparing Candidate Packets and Practical Considerations.

City Manager Morad Kabiri recognized Assistant City Manager/City Secretary Lettie Brysch who co-presented at the 36th Annual Election Law Seminar. She discussed topics such as ordering elections, providing notices, canceling elections, and preparing candidate packets. Mr. Kabiri highlighted Ms. Brysch's expertise in elections and her contributions as a presenter.

6. 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.

At 8:05 P.M., Mayor Foreman recused himself from the meeting and turned his presiding officer duties over to Mayor Pro Tem Matranga.

City Manager Morad Kabiri explained the need to adopt an official city newspaper for publishing legal notices, as required by the City's Charter. Mr. Kabiri highlighted that the Friendswood Reporter News responded to the City's solicitation and offered cost-effective services, especially compared to the Daily News. Councilmember Ellisor asked how residents could access the Friendswood Reporter News. Other councilmembers mentioned subscription options, picking up copies at City Hall, or paying \$40 a year for delivery.

A motion was made by Councilmember Branson and seconded by Councilmember Griffon related to Item 9.A., as submitted. The vote was as follows:

Ayes: Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert

Nays: None

Abstain: Mayor Mike Foreman

The item passed unanimously.

At 8:08 P.M., Mayor Foreman returned to the meeting and resumed his duties as presiding officer.

7. 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.

A motion was made by Councilmember Branson and seconded by Councilmember Ellisor approving Ordinance No. 2025-01, related to Item 10. A., as submitted. The vote was as follows:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

ORDINANCE NO. 2025-01

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.

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.

A motion was made by Councilmember Griffon and seconded by Councilmember Hanks approving Ordinance No. 2025-02, related to Item 10. B., as submitted. The vote was as follows:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

ORDINANCE NO. 2025-02

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.

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.

A motion was made by Councilmember Matranga and seconded by Councilmember Griffon approving Ordinance No. 2025-03, related to Item 10. C., as submitted. The vote was as follows:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

ORDINANCE NO. 2025-03

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.

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.

A motion was made by Councilmember Hanks and seconded by Councilmember Branson approving Resolution No. R2025-01, related to Item 10.D., as submitted. The vote was as follows:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

RESOLUTION NO. R2025-01

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.

8. CONSENT AGENDA

A motion was made by Councilmember Branson and seconded by Councilmember Matranga to approve the Consent Agenda Items 11.A. through 11.L. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

A. Consider a resolution delegating the City Council's authority to select alternate delivery methods for public works projects to the City Manager.

RESOLUTION NO. R2025-02

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.

- B. Consider approving an Election Services Contract with Galveston County, Texas, for the City's General Election to be held 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-MIOT 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.**

9. 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.

At 8:12 P.M. Mayor Foreman recessed and convened into an Executive Session pursuant to:

- 1) 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; and
- 2) Section 551.074 of the Texas Government Code to deliberate the annual performance of the City Attorney.

At 9:10 P.M. Mayor Foreman reconvened the meeting and announced that, in accordance with Section 551.102 of the Texas Government Code, no action was taken in the Executive Session.

10. DISCUSS AND POSSIBLE ACTION

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

A motion was made by Councilmember Branson and seconded by Councilmember Ellisor to approve giving the City Attorney a 3.75% pay increase, as discussed in the Executive Session. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

11. ADJOURNMENT

With there being no further business, Mayor Foreman adjourned the January 6, 2025, City Council Regular Meeting at 9:11 P.M.

Mike Foreman, Mayor

Attest:

Leticia Brysch, City Secretary