

**AGREEMENT FOR THE
DEFENSE ECONOMIC ADJUSTMENT ASSISTANCE GRANT
BETWEEN THE
OFFICE OF THE GOVERNOR,
TEXAS MILITARY PREPAREDNESS COMMISSION
AND
CITY OF CORPUS CHRISTI
DEAAG 2025-01-03**

**STATE OF TEXAS
COUNTY OF TRAVIS**

THIS AGREEMENT is between the Office of the Governor, Texas Military Preparedness Commission (“OOG” or “Grantor”), and the City of Corpus Christi (“Grantee”). The OOG and Grantee are referred to collectively as the “parties.” The parties hereto have severally and collectively agreed and by the execution of this Agreement are bound to the mutual obligations and to the performance and accomplishment of the tasks described herein.

SECTION 1. PURPOSE. This Grant is awarded pursuant to Chapter 436 of the Texas Government Code, which authorizes the OOG to administer the Defense Economic Adjustment Assistance Grant (“DEAAG”) program. The DEAAG program provides state funds to defense communities that have been or may be affected by a base realignment and closure action for the purposes of purchasing property, sharing the costs of infrastructure or redevelopment projects, and the purchase or lease of equipment, including equipment for the training of defense workers.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement commences on the date of last signature below (“Effective Date”) and terminates upon the completion of the Grant Project as described herein, or on the second anniversary of the Effective Date, whichever occurs first, unless terminated earlier pursuant to Section 16 of this Agreement.

SECTION 3. PROJECT REQUIREMENTS. Consistent with Sections 436.202 and 436.203 of the Texas Government Code, grant proceeds may be used for the purchase of property, new construction, rehabilitation or renovation of facilities or infrastructure, or purchase of capital equipment or facilities insurance, and if applicable, to purchase or lease equipment to train certain defense workers. Subject to the requirements of applicable law and this Agreement, Grantee may use grant proceeds as cost reimbursement for certain actual, reasonable, and allowable costs that are directly allocable to the project described in Exhibit A (Grant Budget), Exhibit B (Grant Narrative) of this Agreement, and Grantee’s DEAAG Grant Application (collectively, the “Grant Project”).

SECTION 4. OBLIGATIONS OF THE OOG.

4.1. The OOG shall reimburse Grantee for the actual, reasonable, and allowable costs incurred by Grantee during the term of this Agreement, subject to the requirements and limitations set forth in this Agreement. The OOG shall reimburse Grantee only for costs that are directly allocable to the Grant Project as determined by the OOG, in its sole discretion, in accordance with Chapter 436 of the Texas Government Code, the DEAAG Administrative Rules, this Agreement, and the Grant Budget, and in conformity with the Texas Grant Management Standards ("TxGMS").

4.2. The OOG shall not be liable to Grantee for any costs incurred by Grantee that are not strictly in accordance with the terms of this Agreement.

SECTION 5. MAXIMUM AMOUNT OF GRANT. Notwithstanding any other provision of this Agreement, the total of all grant reimbursement payments and other obligations incurred by the OOG under the terms of this Agreement shall not exceed **THREE HUNDRED THIRTY THOUSAND AND NO CENTS (\$330,000.00)**. The parties stipulate and agree that any act, action or representation by either party or its agents or employees that purport to increase the liability of the OOG is voidable by the OOG, unless this Agreement is amended to increase the liability of the OOG.

SECTION 6. GENERAL REQUIREMENTS APPLICABLE TO THE GRANT.

6.1. Subject to Subsection 6.4, grant funds may be used only for the actual, reasonable, and allowable costs incurred during the term of this Agreement and that are directly allocable to the Grant Project. Grant funds may not be used for the payment of taxes, overhead, debt repayment, indirect expenses, or administrative expenses.

6.2. All grant funds shall be disbursed on a cost reimbursement basis, subject to the terms of this Agreement. Only costs that have been incurred and paid by Grantee are eligible for reimbursement. Grant funds are not eligible for use to provide an advance payment to Grantee or a sub-grantee.

6.3. In no case shall the payments made to Grantee exceed the actual, reasonable, and allowable costs that are directly allocable to the Grant Project costs as identified in the Grant Budget, or the Maximum Amount of Grant as set forth in Section 5 of this Agreement.

6.4. Pre-term costs incurred prior to the Effective Date of the Agreement where such costs are necessary to comply with the proposed Grant Project timeline are allowable only to the extent that they would have been allowable if incurred after the date of the award and only with the written approval of the OOG.

6.5. The OOG will not pay any costs not allowed under Chapter 436 of the Texas Government Code, the DEAAG Administrative Rules, this Agreement, the Grant Budget, and other applicable law.

6.6. Grantee agrees to comply with all applicable state and federal laws, rules and regulations, directives, guidelines, or any other authorities relevant to the performance of Grantee under this

Agreement as they currently exist and as amended throughout the term of this Agreement. Grantee agrees to comply with applicable laws, executive orders, regulations, and policies, as well as Chapter 783 of the Texas Government Code and TxGMS or its successor. Notwithstanding Section 24 of this Agreement, the OOG reserves the right, in its sole discretion, to unilaterally amend this Agreement throughout the term of this Agreement to incorporate any modifications necessary for the OOG's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements, and guidelines.

6.7. Grantee agrees to comply with the Uniform State Grant Assurances as set forth in Exhibit C.

SECTION 7. CONDITIONS PRECEDENT TO REIMBURSEMENT. Grantee shall meet the following conditions precedent to the satisfaction of the OOG prior to any reimbursement payments:

7.1. All costs incurred by Grantee for which Grantee seeks reimbursement must be for the actual, reasonable, and allowable costs that are directly allocable to the Grant Project costs described in the Grant Budget.

7.2. Before the OOG will make a reimbursement payment, Grantee must submit, and the OOG must approve, a reimbursement request as set forth in Section 8 of this Agreement.

7.3. The OOG will not consider requests for the reimbursement of expenditures Grantee incurs after the Term of Agreement has expired or terminated, as set forth in Section 2 of this Agreement. The total amount already disbursed plus the amount requested shall not exceed the Maximum Amount of Grant set forth in Section 5 of this Agreement.

7.4. Grantee must be in compliance with all terms of this Agreement.

7.5. Grantee must have supplied to the OOG all reports, documentation, or other items that the OOG requires or has requested.

SECTION 8. STRUCTURE FOR REIMBURSEMENT PAYMENTS.

8.1. Requests for Reimbursement. Grantee's reimbursement requests shall be submitted to the OOG in the form and manner approved by the OOG and shall specify the detailed and total expenses for the reimbursement request ("Request for Reimbursement"). All Requests for Reimbursement must be timely submitted to the OOG in accordance with the schedule and requirements set forth in Subsection 8.5 of this Agreement.

Grantee's Requests for Reimbursement and required documentation shall be submitted directly to:

tmpe@gov.texas.gov

Or by mail to:

Office of the Governor
Texas Military Preparedness Commission
P.O. Box 12428
Austin, Texas 78711

8.2. Required Documentation. Each Request for Reimbursement Grantee submits to the OOG must include: (1) the identification of the specific OOG Agreement; (2) Grantee's federal tax identification number; (3) the name and division of the OOG contact; (4) a description of the services, costs, and/or expenses, and the dollar amount attributable to each; (5) the name of the entity or person providing the service and the costs charged by such entity or person; (6) an itemization of charges with sufficient detail to permit the OOG to determine if the costs are allowable; and (7) documentation of proof of payment, as specified in Subsection 8.3.

Each item of expenditure shall be specifically attributed to the eligible Grant Project cost category as identified in the Grant Budget. By submission of a Request for Reimbursement, Grantee is warranting that (1) all invoices have been carefully reviewed to ensure that all invoiced services or goods have been performed or delivered; (2) the services or goods have been performed or delivered in compliance with all terms of this Agreement; (3) the amount of each new invoice added together with all previous invoices does not exceed the Maximum Amount of Grant as stated in Section 5 of this Agreement; and (4) the charges and expenses shown on the invoice are reasonable, necessary, and supported by included documentation.

8.3. Documentation of Proof of Payment. Requests for Reimbursement must include documentation of proof of payment as evidence of actual expenditures. Acceptable proof of payment includes, but is not limited to, a receipt or other documentation of a paid invoice showing zero balance due, a monthly bank statement evidencing payment of the specific expenditure, copies of endorsed/processed check, or a printed copy of an electronic payment confirmation evidencing payment of the specific expenditures to which the reimbursement relates.

8.4. Right to Request Additional Documentation. Upon the request of the OOG, Grantee must submit to the OOG any additional documentation or explanation the OOG may require to support or document any requested payment under the Agreement.

8.5. Timing of Submission of Request for Reimbursement to the OOG; Close-Out Request for Reimbursement. Grantee must submit accurate Requests for Reimbursement and all supporting documentation to the OOG in a timely manner. Grantee shall submit quarterly Requests for Reimbursement to the OOG that cover the previous quarter's expenses on or before the twentieth day after the end of each quarter. Quarterly Reimbursement requests shall be submitted in accordance with the deadlines specified in Table 1.

Reimbursement request for expenditures during the . . .	is due to the OOG by . . .
First Quarter	December 20.
Second Quarter	March 20.
Third Quarter	June 20.
Fourth Quarter	September 20.

Table 1

8.5.1. The OOG may, in its sole discretion, provide written authorization to Grantee that provides Grantee additional time to submit a specified quarterly request for reimbursement. The amount of additional time provided to Grantee shall be specified in the OOG's written authorization.

8.5.2. Grantee must submit a final Request for Reimbursement on or before the forty-fifth calendar day after termination of this Agreement.

8.5.3. The OOG will make all reasonable efforts to promptly process and make payments on properly-completed Requests for Reimbursement.

8.6. Final Deadline for Reimbursement Requests. All Requests for Reimbursement must be received by the OOG no later than forty-five calendar days after termination of this Agreement. An Agreement amendment must be executed by the OOG and Grantee to extend this deadline. Any extension of the deadline is within the sole discretion of the OOG and subject to the availability of appropriated funds.

SECTION 9. BUDGET ADJUSTMENT. Prior written approval from the OOG is required if Grantee anticipates altering the scope of the Grant Project, adding funds to previously un-awarded budget items or categories, changing funds in any awarded budget items or category by more than ten percent of the total budget amount specified in Exhibit A, or adding new line items to any awarded budget category.

SECTION 10. PURCHASE OF EQUIPMENT; MAINTENANCE AND REPAIR; TITLE UPON TERMINATION. Grantee shall not give any security interest or lien or otherwise encumber any item of equipment purchased with grant funds. Grantee shall identify all equipment purchased under this Agreement by appropriate tags or labels affixed to the equipment. Grantee shall maintain a current inventory of all equipment, which shall be always available to the OOG upon request. The equipment inventory must include the following: a description of the equipment; a serial number or other identification number; the acquisition date, cost, location, use, and condition of the equipment; and any ultimate disposition data. Title for equipment shall remain with Grantee, and Grantee shall maintain, repair, and protect all equipment purchased in whole or in part with grant funds to ensure the full availability and usefulness of such equipment. In the event Grantee is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this Agreement, Grantee shall use the proceeds to repair or replace said equipment. Upon termination of this Agreement, title, use, and disposal of equipment shall be in conformity with the TxGMS.

SECTION 11. REPORTING REQUIREMENTS.

11.1. Until Grantee has submitted a Project Completion Report to the OOG, Grantee shall submit a Quarterly Project Status Report to the OOG, using the form attached hereto as Exhibit D, no later than twenty calendar days after the end of each quarter. Quarterly reports are due in accordance with the deadlines specified in Table 2.

The report for the . . .	is due to the OOG by . . .
First Quarter	December 20.
Second Quarter	March 20.
Third Quarter	June 20.
Fourth Quarter	September 20.

Table 2

11.1.1. Notwithstanding Subsection 11.1, the OOG may, at its sole discretion, provide written authorization to Grantee that provides Grantee a specified amount of additional time to submit a specified Quarterly Project Status report.

11.2. After Grantee has completed the Grant Project as set forth in this Agreement, but in no case more than one hundred twenty calendar days after termination of this Agreement, Grantee shall submit to the OOG a Project Completion Report, using the form attached hereto as Exhibit E, describing all activities performed under this Agreement. Grantee shall provide to the OOG a Certification of Delivery, certifying that Grantee has received delivery of all equipment purchased pursuant to this Agreement.

11.3. No later than sixty calendar days after the date on which Grantee submits Grantee's Project Completion Report to the OOG, Grantee shall provide to the OOG a DEAAG Project Impact Report, using the form attached hereto as Exhibit F. A DEAAG Project Impact Report must contain information concerning jobs generated and retained, and individuals trained as a result of the Grant Project. For purposes of this Agreement, job creation, retention, and training rates may be evidenced by satisfactory documentation, such as copies of payroll documents, human resource documents, or training enrollment records.

11.4. Grantee shall provide to the OOG additional information regarding the status of the Grant Project at any time upon request from the OOG.

11.5. Grantee shall cooperate with the OOG and provide all requested assistance to the OOG in connection with the preparation of any reports required to be made by the OOG to the Texas Legislature or any relevant governmental entity regarding Grantee, the Grant, the Grant Project, or the Grant Application.

11.6. All reports provided to the OOG must be signed by the duly authorized representative of Grantee.

11.7. If after a written request by the OOG, Grantee fails to provide required reports, information, documentation, or other information as required by this Agreement, then the OOG may require corrective action or consider this act a possible default under this Agreement.

SECTION 12. CORRECTIVE ACTION.

12.1. Corrective Action. If the OOG finds deficiencies in Grantee's performance under this Agreement, the OOG, in its sole discretion, may impose corrective actions, including: increasing monitoring visits; requiring the submission of additional or more detailed reports; requiring prior approval for expenditures; requiring additional technical or management assistance or modifications in business practices; reducing the grant award amount; or terminating this Agreement. The foregoing are not exclusive remedies, and the OOG may impose other corrective actions the OOG determines will be in the best interest of the State of Texas.

12.2. Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information without prior written authorization from the OOG may result in the OOG, in its sole discretion, placing Grantee on immediate financial hold without further notice to Grantee and without first requiring a corrective action plan. The OOG shall only provide written authorization for delay upon finding that extraordinary circumstances exist that support the delay. No reimbursements will be processed until the requested information is submitted. If Grantee is placed on financial hold, the OOG, in its sole discretion, may deny reimbursement requests associated with expenses incurred during the time Grantee was placed on financial hold.

12.3. Sanctions. In addition to a financial hold, the OOG, in its sole discretion, may impose other sanctions including, but not limited to, withholding or suspending funding, requiring return or offset of previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this Agreement, or any other appropriate sanction.

12.4. Notice of Possible Default. The parties agree to make a good faith effort to identify, communicate, and resolve problems found by either the OOG or Grantee. The OOG, in its sole discretion, will determine whether Grantee has acted or failed to act in such a manner that gives rise to an act of possible default under this Agreement. If the OOG determines Grantee has possibly defaulted on this Agreement, the OOG shall, within ten business days after making that determination, give written notice of possible default to Grantee that also sets out the circumstances that support the OOG's determination.

12.5. Opportunity to Cure. Unless the OOG provides written authorization providing additional time as set forth below, Grantee must cure the possible default and provide the OOG with sufficient information that supports a finding of cure by the OOG within thirty calendar days after the OOG gives Grantee notice under Subsection 12.4 of this Agreement. The OOG may, in its sole discretion and upon a finding by the OOG that extraordinary circumstances support the additional time, provide written authorization to Grantee that provides Grantee a specified amount of additional time cure the possible default and provide required information to the OOG.

12.6. Cure. If the OOG determines, in its sole discretion, that Grantee has cured the possible default event, the OOG shall give written notice to Grantee within ten business days after making that determination. The OOG shall be guided by good faith and reasonableness in determining whether Grantee has cured the possible default.

12.7. Default. If the OOG determines Grantee has not cured the possible default, Grantee shall be in default hereunder, and the OOG shall give written notice to Grantee informing Grantee of such default within ten business days after the OOG reaches its determination. Any default may result in termination of this Agreement in accordance with Section 16 of this Agreement.

12.8. No Waiver. Notwithstanding the imposition of corrective actions, financial hold, or sanctions, Grantee remains responsible for complying with the Agreement terms and conditions. Corrective actions, financial hold, or sanctions do not excuse or operate as a waiver of prior failure to comply with this Agreement.

SECTION 13. NOTICES. Any notice required or permitted to be given under this Agreement by either party shall be in writing and shall be deemed to have been given immediately if sent to the e-mail address specified in this Section. Any notice required or permitted to be given under this Agreement may be given by regular first class mail and shall be deemed to have been given on the date of attempted or actual delivery to the recipient if addressed to the receiving party at the address specified in this Section:

To Grantor:

Office of the Governor
Texas Military Preparedness Commission
P.O. Box 12428
Austin, Texas 78711
tmpe@gov.texas.gov

To Grantee:

Peter Zaroni, City Manager
City of Corpus Christi
1201 Leopard Street
Corpus Christi, Texas 78401
peterz@cctexas.com

SECTION 14. CERTIFICATIONS. By agreeing to and signing this Agreement, Grantee represents that Grantee has obtained all necessary authority to enter into this Agreement and hereby makes the following certifications, representations, and warranties:

14.1. Child Support Obligation. Under Section 231.006(d) of the Texas Family Code, regarding child support, Grantee certifies that the Grantee is not ineligible to receive specified payments and acknowledges this Agreement may be terminated, and payment may be withheld if this certification is inaccurate.

14.2. Prohibited Bids and Agreements. Under Section 2155.004 of the Texas Government Code, Grantee certifies that the Grantee is not ineligible to enter this Agreement and acknowledges this Agreement may be terminated, and payment withheld if this certification is inaccurate.

14.3. Human Trafficking. Under Section 2155.0061 of the Texas Government Code, Grantee certifies that Grantee is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

14.4. Gift to Public Servant. Grantee warrants that Grantee has not given, nor does Grantee intend 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 award of this Agreement.

14.5. Former Executive Head and Employees of the Agency. Grantee certifies that this Agreement is compliant, and will remain in compliance during the Agreement term, with the following sections of the Texas Government Code: Section 669.003 (Contracting with Executive Head of State Agency); Section 572.069 (Certain Employment for Former State Officer or Employee Restricted); and Section 2252.901 (Contracts with Former or Retired Agency Employees).

14.6. Conflicts of Interest. Grantee certifies that neither Grantee nor the personnel or entities employed in rendering services under this Agreement have, nor shall they knowingly acquire, any interest that would be adverse to or conflict in any manner with the performance of Grantee's obligations under this Agreement. Grantee has a continual and ongoing obligation to immediately notify the OOG in writing, upon discovery of any actual or potential conflict.

14.7. Corporate Franchise Tax. Grantee certifies that, if applicable, Grantee's Texas franchise tax payments are current, or that Grantee is exempt from, or not subject to, such tax.

14.8. No Claims. Grantee certifies that Grantee does not have any potential or existing claims against or unresolved audit exceptions with the State of Texas or any agency of the State of Texas.

14.9. Debt to State. Grantee acknowledges and agrees that, to the extent Grantee owes any debt or delinquent taxes to the State of Texas, any payments Grantee is owed under this Agreement may be applied by the Comptroller of Public Accounts toward any debt or delinquent taxes Grantee owes the State of Texas until the debt or delinquent taxes are paid in full.

14.10. Compliance with Licensing, Permitting, and Regulatory Bodies. Grantee certifies that Grantee has or will obtain all licenses, certifications, permits, and authorizations necessary to perform Grantee's obligations under this Agreement, without costs to the OOG. Grantee shall comply with any applicable laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations, in connection with Grantee's obligations under this Agreement. Grantee shall comply with all applicable federal and state health and safety standards.

Grantee certifies that Grantee is currently is in good standing with all licensing, permitting, or regulatory bodies that regulate any or all aspects of Grantee's operations. Grantee agrees to comply and remain compliant with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.

14.11. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Grantee certifies that Grantee and Grantee's principals are not listed on the federal government's terrorism watch list as described in Executive Order 13224 and will remain compliant with this certification during the term of this Agreement. Grantee certifies that Grantee and Grantee's principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas

Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

14.12. Deceptive Trade Practices; Unfair Business Practices. Grantee represents and warrants that Grantee has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that the Respondent has not been found to be liable for such practices in such proceedings. Grantee certifies that Grantee has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit, and that such officers have not been found to be liable for such practices in such proceedings.

14.13. Felony Criminal Convictions. Grantee represents and warrants that Grantee and Grantee's employees who will perform services under this Agreement have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Grantee has fully advised the OOG as to the facts and circumstances related to the conviction.

14.14. Immigration. Grantee represents and warrants that Grantee shall comply with all applicable U.S. immigration laws with respect to the employment of any individual who will perform labor or services in the U.S. under this Agreement.

14.15. U.S. Department of Homeland Security's E-Verify System. Grantee certifies and ensures that Grantee utilizes and will continue to utilize, for the term of this Agreement, the U.S. Department of Homeland Security's E-Verify system as required by Chapter 673 of the Texas Government Code, to determine the eligibility of: all persons employed to perform duties within Texas, during the term of the Agreement; and all persons, including subcontractors, employed or assigned by Grantee to perform work pursuant to the Agreement, within the United States of America.

14.16. Certification Concerning Prior Disaster Relief Contract Violation. The OOG is prohibited from awarding a grant to any with any 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, Grantee certifies that Grantee is not ineligible from entering into this Agreement and will remain compliant with this certification during the term of this Agreement.

14.17. Technology Access Clause. If applicable, Grantee will comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 T.A.C. Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. Additionally, if applicable, Grantee shall provide the Texas Department of Information Resources (DIR) with the URL to Grantee's Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of

the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration “Buy Accessible Wizard” (<http://www.buyaccessible.gov>). A company not listed with the “Buy Accessible Wizard” or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the “Buy Accessible Wizard” or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

14.18. Buy Texas. With respect to all services, if any, purchased pursuant to this Agreement, Grantee represents and warrants that Grantee will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and within a comparable period when compared to non-Texas products and materials.

14.19. Liability for Taxes. Grantee represents and warrants that Grantee shall pay all taxes or similar amounts resulting from this Agreement, including, but not limited to, any federal, state, or local income, sales, or excise taxes of Grantee or Grantee’s employees. The OOG shall not be liable for any taxes resulting from this Agreement.

14.20. Israel. If Grantee is required to make a certification pursuant to Section 2271.002 of the Texas Government Code, Grantee certifies that Grantee does not boycott Israel and will not boycott Israel during the term of the Agreement. If Grantee does not make that certification, Grantee must notify the OOG and state why the certification is not required. The term “boycott Israel” as used in the paragraph has the meaning assigned by Section 808.001 of the Texas Government Code.

14.21. Iran, Sudan, or Foreign Terrorist Organization. Grantee represents that neither Grantee, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Grantee, (i) is an entity listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code; (ii) constitutes a “scrutinized company” as defined by Section 2270.0001(9) of the Texas Government Code; or (iii) has contracts with, provides supplies or services to, or is otherwise engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code. The terms “foreign terrorist organization” and “designated foreign terrorist organization” have the meanings assigned to them in Sections 2252.151 and 2270.0001 of the Texas Government Code, respectively.

14.22. Entities that Discriminate Against a Firearm Entity or Firearm Trade Association. If Grantee is required to make a certification pursuant to Section 2274.002 of the Texas Government Code, Grantee certifies that Grantee 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 Agreement against a firearm entity or firearm trade association. If Grantee does not make that certification, Grantee must indicate why the certification is not required.

14.23. Entities that Boycott Energy Companies. If Grantee is required to make a certification pursuant to Section 2276.002 of the Texas Government Code, Grantee certifies that Grantee does not boycott energy companies and will not boycott energy companies during the term of the

Agreement. If Grantee does not make that certification, Grantee must indicate why the certification is not required.

14.24. No Vaccine Passport. Grantee certifies that, pursuant to Section 161.0085 of the Texas Health and Safety Code, 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 Grantee's business in Texas. Grantee acknowledges that such a vaccine or recovery requirement in Texas would make Grantee ineligible for a state-funded grant.

14.25. Cybersecurity Training Program. To the extent Grantee has access to any state computer system or database and is subject to the provisions of Section 2054.5192 of the Texas Government Code, the OOG will require Grantee to complete a cybersecurity training program certified under Section 2054.519 of the Texas Government Code, as selected by the OOG. The cybersecurity training program must be completed by Grantee during the term of the Agreement and during any subsequent extension period. Grantee shall verify completion of the program to the OOG in writing upon completion of the program.

14.26. Critical Infrastructure. If Grantee is required to access or control the State's critical infrastructure as defined in Sections 2275.0101 and 2275.0102 of the Texas Government Code, Grantee certifies, pursuant to Section 2275.0102 of the Texas Government Code, neither it nor its parent company, nor any affiliate of Grantee 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 Section 2275.0103 of the Texas Government Code, or (2) headquartered in any of those countries.

SECTION 15. GENERAL TERMS AND CONDITIONS.

15.1. Independent Contractor. Grantee expressly agrees that Grantee is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of Grantee or any subcontractor of Grantee be considered an employee, agent, servant, joint venturer, joint enterpriser, or partner of the OOG, by virtue of this Agreement. Grantee agrees to take such steps as may be necessary to ensure that each contractor of Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser, or partner of the OOG.

All persons furnished, used, retained, or hired by or on behalf of Grantee or any of Grantee's subcontractors shall be considered to be solely the employees or agents of Grantee or Grantee's subcontractors. Grantee or Grantee's subcontractors shall be responsible for ensuring that all appropriate payments are made, such as unemployment, workers' compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

The OOG is not responsible for any types of claims whatsoever due to actions or performance, taken by the owners, incorporators, officers, directors, employees, volunteers of Grantee or any third parties under this Agreement, including but not limited to, the use of automobiles or other

transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.

15.2. Subcontracting. If Grantee should determine it is necessary or expedient to subcontract for any of the performances herein, Grantee understands and agrees that Grantee will be responsible to the OOG for any subcontractor's performance under this Agreement. In no event shall this Section or any other provision of this Agreement be construed as relieving Grantee of the responsibility for ensuring that performance under this Agreement, and any subcontracts thereto, is rendered in compliance with all the terms of this Agreement. If Grantee uses a subcontractor for any or all of the work required, the following conditions will apply: (1) Grantee, in subcontracting for any performances specified herein, expressly understands and agrees that subcontracting will be solely at Grantee's expense and the OOG shall not be liable in any manner to Grantee's subcontractor(s); (2) Grantee will be the sole contact for the OOG; and (3) Pursuant to Chapter 2251 of the Texas Government Code, Grantee will make any payments owed to subcontractors within ten calendar days after Grantee's receipt of funds from the OOG.

15.3. No Assignment. This Agreement is not assignable by Grantee. Notwithstanding any attempt to assign the Agreement, Grantee shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants, and conditions herein. Grantee shall be held responsible for all funds received under this Agreement.

15.4. Records Retention. Records shall be maintained and made available to the OOG or its authorized representatives upon request during the entire performance period of this Agreement and until four years from date of final payment by the OOG for the services provided under this Agreement. In addition, those records relating to any dispute, litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available to the OOG or its designee until completion of such action and resolution of all issues which arise from it, or until the end of the aforementioned three year period, whichever is later. Failure to provide reasonable access to authorized OOG representatives shall give the OOG the right to terminate this Agreement pursuant to Section 16 of this Agreement for reason of default.

15.5. Right to Audit. Grantee will cooperate fully in any review conducted by the OOG or its authorized representatives related to services provided under this Agreement. The OOG has the authority to monitor, inspect, assess, and review the fiscal and contractual performance of Grantee with respect to the Agreement, including all information related to any services provided under this Agreement or billed to the OOG. Grantee will remedy in a timely manner, any weaknesses, deficiencies, Agreement noncompliance, or audit exceptions found as a result of a review by the OOG or its authorized representatives. Such remedy can include a refund or offset of Agreement payments or any other appropriate actions deemed necessary by the OOG. Acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office to audit or investigate the expenditure of funds under this Agreement or any subcontract. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Grantee and the requirement to cooperate is included in any subcontract Grantee awards.

15.6. State Auditor. In addition to and without limitation on other audit provisions of this Agreement, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office or successor agency may conduct an audit or investigation of Grantee or any other entity or person receiving funds from the State of Texas directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by Grantee or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor's Office, 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, Grantee or another entity that is the subject of an audit or investigation by the State Auditor's Office shall provide the State Auditor's Office with prompt access to any information the State Auditor's Office considers relevant to the investigation or audit. Grantee further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested.

Grantee shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through Grantee and the requirement to cooperate is included in any subcontract Grantee awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Grantee related to this Agreement. This Agreement may be amended unilaterally by the OOG to comply with any rules and procedures of the State Auditor's Office in the implementation and enforcement Section 2262.154 of the Texas Government Code.

15.7. Texas Public Information Act. Grantee acknowledges that the State of Texas, the OOG, and this Agreement are subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code (the "PIA"), and Grantee acknowledges that the OOG will comply with the PIA.

Grantee acknowledges that information created or exchanged in connection with this Agreement is subject to the PIA, and Grantee agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to the OOG or State of Texas. Grantee will cooperate with the OOG in the production of documents or information responsive to a request for information.

Information provided by or on behalf of Grantee under, pursuant to, or in connection with this Agreement that Grantee considers proprietary, financial, or trade secret information (collectively "Confidential Information") shall be designated as such when it is provided to the OOG or State of Texas or any other entity in accordance with this Agreement. Merely making a blanket claim that all documents are protected from disclosure will not render the whole of the information confidential. Any information not clearly identified as proprietary or confidential is subject to release in accordance with the PIA.

The OOG agrees to notify Grantee in writing within a reasonable time from receipt of a request for information covering Grantee's Confidential Information. The OOG will determine whether to submit a request for an Open Records Letter Ruling to the Attorney General.

Grantee agrees to maintain the confidentiality of confidential information received from the OOG or State of Texas during the performance of this Agreement, including information that discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information, and social security numbers.

Grantee agrees that if any of Grantee's agents receives any third-party request for the disclosure of information relating to this Agreement, Grantee shall notify the OOG of any such request within three business days after receipt of the request.

15.8. Media Releases or Pronouncements. Grantee understands that the OOG does not endorse any vendor, commodity, good, or service. Grantee, Grantee's employees, representatives, subcontractors, or other agents may not issue any media release, advertisement, publication, or public pronouncement which pertains to this Agreement or the services or Grant Project to which this Agreement relates, or which mentions the OOG, without the prior written approval of the OOG.

15.9. Indemnification.

TO THE EXTENT ALLOWED BY LAW, GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, THE OOG, AND/OR THEIR EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS, AND/OR DESIGNEES FROM ANY CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING, WITHOUT LIMITATION, ALL RELATED COSTS, ATTORNEY'S FEES AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ANY OF GRANTEE'S AGENTS, EMPLOYEES, SUBCONTRACTORS, OR SUPPLIERS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. GRANTEE SHALL COORDINATE GRANTEE'S DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY THE OOG. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE OOG FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE OOG OR ITS EMPLOYEES.

15.10. Intellectual Property.

TO THE EXTENT ALLOWED BY LAW, GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, THE OOG, AND/OR THEIR EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS, AND/OR DESIGNEES FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY, OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE, OR OTHER SERVICE

PROVIDED HEREUNDER; AND/OR (3) THE OOG'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE OOG BY GRANTEE OR OTHERWISE TO WHICH THE OOG HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT. GRANTEE AND THE OOG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL ("OAG") WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT, AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OAG. IN ADDITION, GRANTEE WILL REIMBURSE THE OOG 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 OOG DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE, OR IF THE OOG IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE OOG WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE WILL PAY ALL REASONABLE COSTS OF THE OOG'S COUNSEL.

15.11. Taxes/Workers' Compensation/Unemployment Insurance.

GRANTEE IS FULLY RESPONSIBLE FOR GRANTEE'S OWN FEDERAL, STATE, AND LOCAL TAXES. GRANTEE AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS AGREEMENT, GRANTEE SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF GRANTEE'S AND GRANTEE'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS AGREEMENT. GRANTEE AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE OOG AND/OR THE STATE OF TEXAS SHALL NOT BE LIABLE TO GRANTEE, GRANTEE'S EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF THE OOG.

15.12. Tax Identification Information Required. As a prerequisite to the OOG's ability to process any payments to Grantee under this Agreement, Grantee shall provide the OOG with required tax and payee identification information in the form of a completed "Application for Texas Identification Number" (available on the Comptroller of Public Accounts' website at https://egrants.gov.texas.gov/FileDirectory/Tx_Payee_IdentForm_AP-152.pdf). If Grantee has previously completed the required documentation to obtain a Texas Identification Number (TIN) prior to the Effective Date of this Agreement, Grantee may satisfy this requirement by providing the OOG with Grantee's current TIN, name, and address to permit the OOG to verify registration in the TIN System with the Texas Comptroller of Public Accounts.

15.13. Insurance. Unless otherwise noted in this Agreement, and to the extent that Grantee does not have or maintain insurance or does not have or maintain sufficient insurance, Grantee acknowledges and agrees that Grantee will be solely responsible for any losses or damages related to or caused by Grantee's performing Grantee's duties and obligations under this Agreement. The OOG will have no obligation to reimburse or otherwise pay Grantee for any costs incurred related to any such losses or damages.

15.14. Fraud, Waste, and Abuse. Grantee understands that the OOG does not tolerate any type of fraud, waste, or misuse of funds received from the OOG. The OOG's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, OOG policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. In the event Grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from the OOG that is made against Grantee, Grantee is required to immediately notify the OOG of said allegation or finding. Grantee is also obliged to inform the OOG of the status of any on-going investigations regarding allegations of fraud, waste, or abuse. Grantee is expected to report any possible fraudulent or dishonest acts, waste, or abuse to the OOG's Fraud Coordinator or Ethics Advisor at (512) 463-1788 or in writing to: Ethics Advisor, Office of the Governor, P.O. Box 12428, Austin, Texas 78711. Grantee must also comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

15.15. Information Security/Privacy. Grantee shall employ and maintain appropriate information security procedures to protect against the unauthorized acquisition, use, or disclosure of any personal information under applicable laws (including Personal Identifying Information or Sensitive Personal Information as those terms are defined in Chapter 521 of the Texas Business and Commerce Code) that it receives, compiles, or creates as a result of the Agreement to ensure compliance with any agency requirements of the OOG and any applicable international, federal, state, or local laws, regulations, and ordinances. Unless required by law to disclose, Grantee agrees to maintain the confidentiality of information received from the OOG or the State of Texas during the performance of the Agreement, including, but not limited to, Sensitive Personal Information, Personally Identifying Information, personal financial information, financial account numbers, account access information, computer passwords, social security numbers or information that is confidential by law or otherwise subject to a lawful exception from disclosure. In the event of an unauthorized acquisition, use, or disclosure of the OOG's information by Grantee, its employees, representatives, subcontractors or other agents in the performance of Grantee's duties, Grantee shall: (i) immediately notify the OOG in writing; (ii) assume and comply with any applicable remedial requirements required by law; (iii) bear all costs of such compliance and remediation; and (iv) provide the OOG with information regarding the breach and the progress of any remedial efforts if requested. The obligations of Grantee under this Section will survive the Agreement and must be included in all subcontracts in which the subcontractor may have access to personal information.

Grantee shall endorse the OOG's requirements and adhere to the State of Texas' and the OOG's Information Technology Security Standards. From time-to-time and on the request of the OOG, Grantee may be required to execute written information security or non-disclosure agreements as deemed necessary by the OOG to strictly comply with any applicable confidentiality or

information security requirements or applicable laws, regulations, and protective orders. Grantee is required to assess risks, ensure data integrity, and determine the level of accessibility that must be maintained. Specific activities may include, but are not limited to identification of security, privacy, legal, and other organizational requirements for recovery of institutional resources such as data, software, hardware, configurations, and licenses at the termination of the Agreement. In addition, the OOG may periodically assess Grantee's privacy and security services provisioned to providing the goods and services under the Agreement to ensure all obligations are being met and to manage and mitigate risk.

To the extent applicable, if Grantee is authorized to access, transmit, use, or store data for the OOG, Grantee must meet the security controls the OOG determines are proportionate with the OOG's risk under the Agreement based on the sensitivity of the OOG's data. Upon request, Grantee must provide to the OOG evidence that Grantee meets the security controls required under the Agreement.

15.16. Saturdays, Sundays, Holidays. If the last or appointed day for the taking of any action or the expiration of any right required or granted in this Agreement is a Saturday or a Sunday or a scheduled State of Texas or national holiday, then such action may be taken, or such right may be exercised on the next succeeding business day that is not a Saturday, Sunday, or holiday. A schedule of State of Texas holidays is located at: <http://www.hr.sao.texas.gov/Holidays/>.

15.17. Applicable Law and Venue. This Agreement is made and entered into in the State of Texas. This Agreement and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Venue for any Grantee-initiated action, suit, or litigation arising out of or in any way relating to this Agreement shall be commenced exclusively in the Travis County District Court or the United States District Court for the Western District of Texas, Austin Division. Venue for any OOG-initiated action, suit, or litigation arising out of or in any way relating to this Agreement may be commenced in a Texas state district court or a United States District Court selected by the OOG in its sole discretion.

Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending such litigation. Grantee hereby waives and agrees not to assert as a defense, or otherwise, in any suit, action or proceeding, any claim that Grantee is not subject to the jurisdiction of the above-named courts; the suit, action or litigation is brought in an inconvenient forum; or the venue is otherwise improper.

15.18. No Waiver of Sovereign Immunity. The OOG is immune from suit and from liability. No part of this Agreement, nor the conduct or statement any person, will be construed as a waiver of the doctrines of sovereign immunity and official immunity, or of any of the privileges, rights, defenses, remedies, or immunities available to the OOG or the State of Texas, and their officers, employees, or agents as provided by law.

SECTION 16. TERMINATION.

16.1. Convenience. The OOG may, at its sole discretion, terminate this Agreement without recourse, liability, or penalty, against the OOG, upon thirty calendar days' notice to Grantee.

16.2. Cause; Default. If Grantee fails to provide the agreed upon services according to the provisions of this Agreement or fails to comply with any of the terms or conditions of this Agreement, the OOG may, upon written notice of default to Grantee, immediately terminate all or any part of this Agreement. Termination is not an exclusive remedy but is in addition to any other rights and remedies provided in equity, by law, or under this Agreement.

16.3. Rights upon Termination or Expiration. If the Agreement is terminated for any reason, or upon its expiration, the OOG shall be obligated to pay Grantee only for actual, reasonable, and allowable costs incurred up to the Effective Date of termination. Termination is not an exclusive remedy but will be in addition to any other rights and remedies as provided in equity, by law or under the Agreement. The OOG is not liable to Grantee or to Grantee's creditors for any costs incurred after receipt of a Notice to Terminate or any unacceptable or disallowed costs as determined by the OOG.

16.4. Liability after Termination. Notwithstanding any exercise by the OOG of its right of early termination pursuant to this Section, Grantee shall not be relieved of any liability to the OOG for damages due to the OOG by virtue of any breach of this Agreement by Grantee. The OOG may withhold payments to Grantee until such time as the exact amount of damages due to the OOG from Grantee is agreed upon or is otherwise determined.

16.5. Refunds of Overpayment. Grantee shall refund to the OOG any sum of money paid to Grantee by the OOG, which the OOG determines is an overpayment to Grantee, or in the event the OOG determines funds spent by Grantee were not an allowable cost of this Grant Project. No refund payments may be made from local, state, or federal grant funds unless statute or regulation specifically permits repayment with grant funds. Such refund shall be made by Grantee to the OOG within thirty calendar days after such refund is requested in writing by the OOG, or within thirty calendar days after a notice from the OOG indicating the request is the result of a final determination that the refund is owed.

16.6. Failure to Comply with Agreement. In the event Grantee fails to comply with any provision of this Agreement, Grantee may be liable for damages and barred from applying for or receiving additional funding under the DEAG program until repayment is made and any other compliance or audit findings are resolved, or any issue of non-compliance is cured to the satisfaction of the OOG.

SECTION 17. AVAILABILITY OF FUNDS. Grantee understands and agrees that funding for the grant is subject to the actual receipt by the OOG of funds appropriated to the OOG or otherwise available from federal funding sources. Grantee agrees that any funds received from the OOG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OOG for the purpose of the Agreement. Grantee agrees that notwithstanding any other provision of the Agreement, if the OOG is not appropriated the funds

or if the OOG does not receive the appropriated funds, or if the funds appropriated to the OOG are required to be reallocated to fund other state programs or purposes, then the OOG may reduce the Maximum Amount of Grant or terminate the Agreement without cost or penalty.

SECTION 18. MONITORING. The OOG or its designee may perform periodic on-site monitoring of Grantee's compliance with the terms and conditions of this Agreement and of the adequacy and timeliness of Grantee's performance. After each monitoring visit, the OOG will provide Grantee with a written report of the monitor's findings. If the monitoring report notes deficiencies in Grantee's performances under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by Grantee. Failure by Grantee to take action specified in the monitoring report may be cause for termination of this Agreement in accordance with Section 16 of this Agreement.

SECTION 19. CONFLICT OF INTEREST.

19.1. No Conflicts of Interest. Grantee shall ensure that no employee, officer, or agent of Grantee shall participate in the selection, award, or administration of a subcontract supported by funds provided hereunder if a conflict of interest, real or apparent, would be involved. Such conflict of interest would arise when: (1) the employee, officer, or agent; (2) any member of his or her immediate family; (3) his or her partner; or (4) any organization which employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform the subcontract. Grantee shall comply with Chapter 171 of the Texas Local Government Code.

Grantee represents and warrants that performance under this Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the Agreement, Grantee shall promptly notify the OOG.

19.2. No Inside Information. No employee, agent, consultant, officer, or elected or appointed official, of either Grantee or of a subcontractor, who exercises or has exercised any functions or responsibilities or is in a position to participate in decision-making or gain inside information in regard to the activities involved in the Grant Project, shall be permitted to have or obtain a financial interest in or benefit from the Grant Project or any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties.

SECTION 20. REGULATORY AND LEGAL ACTIONS AND CLAIMS.

20.1. No Pending or Threatened Actions Impairing Performance. Grantee represents and warrants that Grantee is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., (collectively "actions"), pending or threatened against Grantee within the five calendar years immediately preceding the Effective Date of this Agreement that would or could impair Grantee's performance under this Agreement. In addition, Grantee shall notify the OOG in writing within five business days of any changes to the

representations or warranties in this clause or of any actions that Grantee may become aware of and receives notice of on or after the Effective Date of this Agreement. Grantee agrees that failure to so timely update the OOG of actions shall constitute breach of this Agreement and may result in immediate termination of this Agreement.

20.2. Notice of Actions Arising Out of Performance of Agreement. Grantee shall give the OOG immediate notice in writing of any action, including any proceeding before an administrative agency, filed against Grantee arising out of the performance of this Agreement. Except as otherwise directed by the OOG, Grantee shall immediately furnish to the OOG copies of all pertinent papers received by Grantee with respect to such action or claim. Grantee shall notify the OOG of any legal action filed against Grantee or any subcontractor, or of any proceeding filed under the federal bankruptcy code. Grantee shall submit a copy of such notice to the OOG within thirty calendar days after receipt. No funds provided under this Agreement may be used in the payment of any costs incurred as the result of any claims, judgments, fines, or settlements.

20.3. Governmental Units of the State of Texas. The OOG and Grantee acknowledge that they are governmental units of the State of Texas and are subject to, and shall comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Chapter 101 of the Texas Civil Practice and Remedies Code.

20.4. No Liability. Grantee acknowledges that the OOG, the State of Texas, and their employees and officials shall not be held liable for any claims or causes of action whatsoever which may occur while performing the services described in this Agreement, or from the award, cancellation, or withdrawal of this Grant.

SECTION 21. NOTICE OF MATERIAL EVENTS. Grantee shall furnish to the OOG prompt written notice upon becoming aware or having knowledge of the occurrence of any event or development that has, or would reasonably be expected to have, a material adverse effect on the completion of the Grant Project. Grantee shall inform the OOG in writing on or before the tenth business day after Grantee learns of the existence of such an event.

SECTION 22. FORCE MAJEURE. Neither party shall be liable to the other for any delay in, or failure of performance of, any requirement included in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, which by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within ten business days after the existence of such force majeure, or otherwise waive this right as a defense.

SECTION 23. DISPUTE RESOLUTION.

23.1. Informal Meetings. The parties' representatives shall meet as needed to implement the terms of this Agreement and shall make a good faith attempt to informally resolve any disputes. The Parties agree to make a good faith effort to identify, communicate, and resolve problems found by either the OOG or Grantee.

23.2. Grantee's Continued Performance. Grantee shall not be excused from performance during any pending dispute, unless approved in writing by the OOG.

SECTION 24. CHANGES AND AMENDMENTS.

24.1. Alterations, Additions, Deletions. Any alterations, additions, or deletions to the terms of this Agreement shall be by a written amendment executed by both parties.

24.2. Policy Directives. During the term of this Agreement, the OOG may issue policy directives to establish, interpret, or clarify requirements under this Agreement. Policy directives from the OOG shall be binding upon Grantee.

SECTION 25. SEVERABILITY. In the event any one or more of the parts or provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other parts or provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable parts or provisions had never been contained herein.

SECTION 26. ENTIRE AGREEMENT. This Agreement is intended as a full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Agreement.

SECTION 27. CONSTRUCTION. The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Any vague, ambiguous, or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Agreement.

SECTION 28. HEADINGS. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

SECTION 29. SURVIVAL OF CERTAIN PROVISIONS. Notwithstanding any expiration, termination, or cancellation of this Agreement, the rights and obligations pertaining to repayment of grant funds or damages, limitation of liability, indemnification, public information, reporting requirements, retention and accessibility of records, audit rights, rights upon termination, and any other provision implying survivability shall remain in effect after this Agreement ends.

SECTION 30. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

SECTION 31. NO FALSE STATEMENTS. By signature to this Agreement, Grantee makes all the representations, warranties, guarantees, certifications and affirmations included in this Agreement. If Grantee signs this Agreement with a false statement or it is subsequently determined that Grantee has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Agreement, Grantee shall be in default under this Agreement and the OOG may terminate or void this Agreement for cause, seek repayment for amounts distributed, and pursue other remedies available to the OOG under this Agreement and applicable law.

IN TESTIMONY HEREOF, Grantee and the OOG have executed this Defense Economic Adjustment Assistance Grant Agreement, effective as of the date of the last signature below.

OFFICE OF THE GOVERNOR

CITY OF CORPUS CHRISTI

Chief of Staff or Designee

Peter Zanoni
City Manager
City of Corpus Christi

Date

Date

EXHIBIT A.
GRANT BUDGET
CITY OF CORPUS CHRISTI
DEAAG 2025-01-03

\$330,000.00

Budget. Subject to the limitations within this Agreement, the OOG will reimburse Grantee for actual and allowable allocable costs paid according to the following amounts and budget categories:

Budget Category	
Infrastructure – Purchase of property	
Infrastructure – Professional & Consultant Services	
Infrastructure – New Construction	
Infrastructure – Rehabilitation and Renovation	\$330,000.00
Infrastructure – Capital Equipment ¹	
Infrastructure – Capital Supplies ³	
Infrastructure – Facilities Insurance	
Training Equipment ²	
Training Supplies ³	
Total	\$330,000.00

¹ Per the TxGMS, “Equipment” means an article of nonexpendable, tangible personal property having a useful life of more than one year and a per-unit acquisition cost of \$5,000 or more.

² *Id.*

³ Per the TxGMS, items of equipment with a per unit acquisition cost of less than \$5,000 are considered to be supplies.

EXHIBIT B.

**GRANT NARRATIVE
CITY OF CORPUS CHRISTI
DEAAG 2025-01-03**

UNLESS OTHERWISE LIMITED, DEEMED INAPPROPRIATE BY SPECIAL CONDITIONS OR ALTERED BY APPROVED BUDGET ADJUSTMENTS/BUDGET MODIFICATIONS, the following narrative provided by Grantee in Grantee's October 9, 2024 grant application applies to this Agreement:

The City of Corpus Christi requests \$330,000 to assist the Corpus Christi Army Depot by funding the procurement and installation of fifteen 45 Gallons per Minute (GPM) Condensate Return Station (CRS) units and two 90 GPM CRS units at Corpus Christi Army Depot Building 8 for total replacement of existing, deteriorated CRS units.

EXHIBIT C. UNIFORM STATE GRANT ASSURANCES

*Grantee must assure and certify compliance with all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, the Texas Grant Management Standards (TxGMS); and Title 1, Part 1, Chapter 4 of the Texas Administrative Code, that govern the application, acceptance and use of federal and state funds for this project. In instances where multiple requirements apply to a Grantee, the more restrictive requirement applies. **By accepting the grant award, Grantee certifies and assures that Grantee complies and will continue to comply with the following:***

1. Grantee possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.
2. Grantee will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
3. Grantee will ensure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly prohibited by law.
4. Grantee will comply with Chapter 551 of the Texas Government Code, which requires all regular, special or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
5. Grantee will comply with Section 231.006 of the Texas Family Code, which prohibits payments to a person who is in arrears on child support payments. Further, Grantee will include the following clause in the award documents for every subcontract and must require subcontractors to certify accordingly: "Under Section 231.006 of the Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. An application for a grant 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."
6. Grantee will comply with Section 261.101 of the Texas Family Code, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantee will also ensure that all program personnel are properly trained and aware of this requirement.
7. Grantee will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
8. Grantee will comply with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.
9. Grantee will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.
10. Grantee's receipt of appropriated or other funds under the Agreement are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.
11. No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
12. If Grantee is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee will be in compliance with all rules adopted by the Texas Commission on Law Enforcement ("TCOLE"), unless TCOLE certifies that Grantee is in the process of achieving compliance with such rules.
13. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local grantees shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met.

14. Grantee will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disabilities; (d) Americans With Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; (e) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 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; (i) 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; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.
15. Grantee 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 sub-agreements.
16. Grantee will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions 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 or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
17. Grantee will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
18. Grantee will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
19. Grantee will ensure that the facilities under Grantee's ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that Grantee will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).
20. Grantee will comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
21. Grantee 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).
22. Grantee 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.
23. Grantee 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.).
24. Grantee will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
25. Grantee 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 residential structures.

26. Grantee will ensure it has adopted and implemented applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of State Health Services as required by the Texas Health and Safety Code, Sec. 85.001, et seq.
27. Grantee will comply with Public Law 103-277, also known as the Pro-Children Act of 1994, which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act of 1994.
28. Grantee will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
29. Grantee will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.
30. Grantee and its principals are not, nor will be, suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts or the *System for Award Management* (SAM) maintained by the General Services Administration.
31. Grantee acknowledges and understands the dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.
32. Grantee will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

EXHIBIT D.
QUARTERLY PROJECT STATUS REPORT
CITY OF CORPUS CHRISTI
DEAAG 2025-01-03

Summary of Expenditures:

Quarter (Report Period)	Expenditure (\$ Amount)	Description

Percentage of Grant Project Completed:

Brief Narrative Explaining Expenditures:

Grant Project Status:

Signature of Grantee's Authorized Representative

Date

Print Name

Title

EXHIBIT E.
PROJECT COMPLETION REPORT
CITY OF CORPUS CHRISTI
DEAAG 2025-01-03

Percent Completed:

GRANTEE has successfully completed, and in a satisfactory manner, the **GRANT PROJECT**.
The purpose of the grant was to **[GRANT PURPOSE]**.

The total cost for the Grant Project is as follows:

- Grant Project Total \$
- **Total** \$

The following is a brief Grant Project scope summary:

This is to certify that an inspection of 100% of the completed Grant Project described below was conducted on the ____ day of _____, 20__.

Contracts were entered into for **GRANT PROJECT** between **GRANTEE** and the following subcontractors: **[SUBCONTRACTORS.]**

This is to further certify that all Equipment included as part of the grant budget has been purchased with the specified grant purpose, timeline, budget, and all addenda, change orders, and supplemental agreements thereto.

Signature of Grantee's Authorized Representative

Date

Print Name

Title

EXHIBIT F.
DEAAG PROJECT IMPACT REPORT
CITY OF CORPUS CHRISTI
DEAAG 2025-01-03

Project Name:

Grantee Name:

Address:

Telephone:

Fax:

Contact Person:

E-mail:

Time Period Covered by Report: _____ to _____

Grant Project Performance Measures:

- Create, retain, or train _____ jobs by the completion of the Grant Project
- Grant Project Description:
- Grant Project Address:

Jobs Created

Time Period	Active Full Time Jobs Created, Retained or Students Trained
EX. 01/12 – 03/12	
Total	

Breakdown of Jobs Created

Job Type	Jobs Created or Retained This Reporting Period	Total Jobs Created to Date
Direct Permanent Jobs		
Indirect Permanent Jobs		
Individuals Trained		
Total		

Businesses assisted or created this period: _____
Businesses assisted or created to date: _____

Grant Project Financial Impact

- Narrative summary of Impact:
- Update on current Grant Project Status (include curriculum updates):

THE SIGNATURE BELOW CERTIFIES THAT THE INFORMATION SUBMITTED IN THIS REPORT IS TRUE AND CORRECT TO THE BEST KNOWLEDGE OF GRANTEE.

Signature of Grantee's Authorized Representative

Date

Print Name

Title